



**City of Oxford  
Board of Aldermen  
Regular Meeting-BOA  
August 6, 2024, 5:00 pm - 7:00 pm  
City Hall Courtroom**

**DOCUMENTS**

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## MINUTES

City of Oxford  
Board of Aldermen  
Regular Meeting-BOA  
Tuesday, August 6, 2024, 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 6, 2024 in the courtroom of Oxford City Hall when and where the following were present:

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

Mayo Mallette, PLLC- Of Counsel  
Ashley Atkinson- City Clerk  
Bart Robinson- Chief Operating Officer  
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  
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- City Engineer  
Brad Freeman- mTrade Park Director-absent  
Clay Brownlee- mTrade Park Assistant Director-absent  
Michael Temple- IT Department-absent  
Chris Simmons- IT Director-absent  
Chandler Murabito-IT Department  
Mark Levy- General Government  
Laurie Steele-HR Department  
Kelli Briscoe-Animal Resource Center Director  
David Sabin-Police Department  
Robert Baxter-Planning Dept.  
Kate Kenwright-Planning Dept.

### 2. Adopt the agenda for the meeting.

It was moved by Alderman Addy, seconded by Alderman Hyneman to adopt the agenda for the meeting with the addition of items 6c(xiv), 6c(xv), 20, and 25 and the deletion of items 6c(vii) and 6c(xiii). 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 16, 2024, the Regular Meeting on July 16, 2024, the Recess Meeting on July 18, 2024, and the Recess Meeting on July 23, 2024. (Ashley Atkinson)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Crowe to approve the minutes of the Recess Meeting on July 16, 2024, the Regular Meeting on July 16, 2024, the Recess Meeting on July 18, 2024, and the Recess Meeting on July 23, 2024. 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 Howell-Atkinson, seconded by Alderman Hyneman to approve the accounts for all city departments including a claims docket showing General Fund claims numbered 132618-132829 and ACHs 81-88, Water & Sewer claims numbered 39282-39328 and ACHs 193-195, Trust & Agency claims numbered 51134-51212 and ACHs 69-74, Metro Narcotics

claims numbered 9075-9079 and ACHs 33-35, OPC Activity Fund claims numbered 3494-3528, an HB603-28(bc) claim numbered 2043, an HB6003-s8(in) claim numbered 2013, and totaling \$4,527,914.29. 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 Taylor 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 DeWalt SawZall DC385 18 volt with asset tag 1552, a Stihl FS 110R Weedeater with asset tag 2706, a Stihl Chainsaw with asset tag 1831, and a gas stove with SN VF64428991 and asset tag 3116 surplus in the Oxford Fire Department and authorize their disposal. (Joey Gardner)
- ii. Request permission to declare a 2002 yellow Big Country 6x4 Model 37AS640C100 with SN 21032B00003, a Stihl Ms250 Chainsaw with SN 04008, a 2003 Ford F450 with VIN 1FDXF46563EB98583, and a Warn winch with SN55804 surplus in the Oxford Utilities Department- Water & Sewer Division surplus and authorize their disposal. (Rob Neely)
- iii. Request permission to declare an Exmark mower with SN315609308 and asset tag 1911, an Exmark mower with SN 402151038 and asset tag 3043, and an Exmark mower with SN 402151039 and asset tag 3042 surplus in the Environmental Services Department and authorize their disposal. (Amberlyn Liles)

b. Grants:

- i. Request permission to accept FY2024 COPS Technology and Equipment Program Grant from the US Department of Justice in the amount of \$200,000.00. (Mark Levy)

c. Human Resources:

- i. Request approval of a step increase for Katie Drewery in the Development Services-Building Department for successful completion of the ICC Permit Technician exam. Her new salary will be \$43,260.00. (Braxton Tullos)
- ii. Request permission to hire Monique Horan as the Sales and Marketing Manager for the Oxford Conference Center Department, with an annual salary of \$57,000.00. (Braxton Tullos)
- iii. Request permission to hire Robert Lomenick as a Full-Time Prosecutor in the Municipal Court Department, with an annual salary of \$35,568, effective January 1, 2025. (Braxton Tullos)
- iv. Request permission to promote Matthew McCachren from Wastewater Treatment Plant Operator II to Wastewater Treatment Plant Operator III, with a new annual salary of \$52,929.74 in the Oxford Utilities Department- Water & Sewer Division. (Braxton Tullos)
- v. Request permission to accept the resignation of Brianna Blake in the Oxford Police Department, effective July 28, 2024. (Braxton Tullos)
- vi. Request permission to promote Jason Asbury from Patrol to Investigator in the Oxford Police Department, with a new annual salary of \$64,022.40. (Braxton Tullos)
- vii. Request permission to hire an employee in the Oxford Police Department. (Braxton Tullos)  
This item was removed from the agenda.
- viii. Request approval of a salary correction for Andrew Douglass in the Oxford Fire Department. His correct salary amount is \$65,337.77. (Braxton Tullos)
- ix. Request permission to promote Andrew Norwood from RDO I to Lieutenant I in the Oxford Fire Department, with a new annual salary of \$57,392.22. (Braxton Tullos)
- x. Request permission to hire Colin Waldrop, Jashun Flemons, Caroline Davis, and Michael Thompson as part-time concession workers in the mTrade Park Department, each with an hourly rate of \$9.25. (Braxton Tullos)
- xi. Request approval of a step increase for Terrance Carter in the Environmental Services Department, for receiving his Rubbish Site Certification. His new salary will be \$46,411.24. (Braxton Tullos)
- xii. Request permission to hire Kylan Johnson as a part-time, seasonal employee in the Environmental Services Department, with an hourly rate of \$15.00. (Braxton Tullos)
- xiii. Request permission to hire one full-time employee in the Environmental Services Department. (Braxton Tullos)  
This item was removed from the agenda.
- xiv. Request permission to promote Kali King from Part-Time Communications Officer to Full-Time Communications Officer in the Oxford Police Department, with a new annual salary of \$36,480.82. (Braxton Tullos)
- xv. Request permission to approve a salary correction for Taylor Shipp, who was hired at the July 16, 2024 meeting. The incorrect salary was approved, it should have been

\$55,161.60, not \$51,001.60. (Braxton Tullos)

- xvi. Request permission to approve 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 on behalf of the Oxford ARC. (Kelli Briscoe)

e. Travel Requests:

- i. Request permission for two General Government- IT Department employees to attend the VerkadaOne '24 Conference on September 16- 20, 2024, in Denver, CO, at an estimated cost of \$4,950.00. (Bart Robinson)
- ii. Request permission for one Development Services- Admin employee to attend the GIS Class with MS State on August 28- 29, 2024, in Hernando, MS, with the only cost to attend being fuel costs in a City-owned vehicle. (Hollis Green)
- iii. Request permission for five employees in the City Clerk/ Financial Admin Department and one employee in the Development Services- Admin Department to attend the MML CMO Class- Last 6 Months in Office & Understanding Financial Statements on September 12, 2024, in Oxford, MS, at an estimated cost of \$150.00. (Ashley Atkinson/ Hollis Green)
- iv. Request permission for one Oxford Fire Department employee to attend Water on Fire by County Fire Tactics Training on August 26- 30, 2024, in Pensacola, FL, at an estimated cost of \$769.16. (Joey Gardner)
- v. Request permission for one Environmental Services Department employee to attend the MS SWANA Board Meeting on August 8- 9, 2024, in Biloxi, MS, at an estimated cost of \$118.00. MS SWANA will cover all other travel costs. (Amberlyn Liles)
- vi. Request permission for one Oxford Police Department employee to attend a Vehicle Forensics Course on August 18- 23, 2024, in Hoover, AL, at no cost to the City. (Jeff McCutchen)
- vii. Request permission for three Oxford Police Department employees to attend the MS Women's Summit on August 19, 2024, in Oxford, MS, at no cost to the City. (Jeff McCutchen)
- viii. Request permission for one Oxford Police Department employee to attend an FBI NAA Leadership Certification Program on October 7- November 15, 2024, in Southaven, MS, at an estimated cost of \$795.00. (Jeff McCutchen)
- ix. Request permission for three Oxford Police Department employees to attend Command Leadership Institute on September 9- 13, 2024, in Tupelo, MS, at an estimated cost of \$2,385.00. (Jeff McCutchen)
- x. Request permission for one Oxford Police Department employee to attend the IACP DRE Conference on August 15- 19, 2024, in Washington, D.C. All travel expenses will be covered by the DUI Training Grant. (Jeff McCutchen)
- xi. Request permission for eight Oxford Police Department employees to attend a Transitional Leader Course on August 14, 2024, in Oxford, MS, at an estimated cost of \$1,000.00. (Jeff McCutchen)
- xii. Request permission for fourteen Oxford Police Department employees to attend Leading Without Rank on August 13, 2024, in Oxford, MS, at an estimated cost of \$1,796.00. (Jeff McCutchen)
- xiii. Request permission for one Oxford Police Department employee to attend a Teach Courtroom Class on September 30, 2024, in Moorehead, MS, at no cost to the City. (Jeff McCutchen)
- xiv. Request permission for one Oxford Police Department employee to attend Advanced Search and Seizure/Traffic Stops on October 10- 11, 2024, in Germantown, TN, at an estimated cost of \$395.00. (Jeff McCutchen)

7. Discuss landscape buffer at Oxford Memorial Cemetery.

Drew and Jill Stevens addressed the Board regarding a landscape buffer at the Oxford Memorial Cemetery. Back in 2015, they asked the City to repair the ditch that runs behind their house, as it was causing erosion that was encroaching onto their property. In 2021 the City accepted a Hazard Mitigation Grant from MEMA, in the amount of \$575,598.87, to complete repairs to the ditch. Those repairs necessitated the removal of all vegetation, including several mature pine trees, from the section of ditch along the Stevens' property. Once the repairs were completed, approximately \$30,000.00 in landscaping was planted to provide a screen along the ditch. This project progressed with the full knowledge and approval of the Stevens; multiple emails, texts, and meetings with various City employees and Aldermen detail the timeline of the project.

The Stevens would like more landscaping to be added along the ditch to further block their view of the cemetery, and to help block noise as well. Special Projects Director, Mark Levy, stated that

due to the narrow planting area and lack of accessible water, putting larger trees along the ditch would not be successful; he feared they would not survive to maturity. He stressed that the current plants and trees are growing and it will just take time to create the screen that the Stevens want. It was suggested that Mark get quotes on a chain link fence with privacy slats or a wooden privacy fence. Depending on cost, the fence, if approved, would be built by the City on the City's property line, along several portions of the ditch, including the Stevens' property. No action was taken at this time.

8. Presentation of the annual Audit for the fiscal year ended September 30, 2023 and request permission to approve same. (Bryon Wilemon/Ashley Atkinson)

Bryon Wilemon, with Franks, Franks, Wilemon, and Haygood, presented a summary of the annual audit for the fiscal year ended September 30, 2023.

It was moved by Alderman Addy, seconded by Alderman Crowe to accept the annual audit for the fiscal year ended September 30, 2023, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

9. Request permission to approve the FY 2024-2025 Ad Valorem Tax Request for the Oxford Municipal Separate School District. (Allison Wally)

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

It was moved by Alderman Huelse, seconded by Alderman Hyneman to approve the FY 2024-2025 Ad Valorem Tax Request for the Oxford Municipal Separate School District, which did not include a mil rate increase. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

10. Request permission to advertise for reverse auction bids for equipment for the Environmental Services Department. (Amberlyn Liles)

Aldermen Crowe and Howell-Atkinson returned to the meeting.

It was moved by Alderman Addy, seconded by Alderman Hyneman to advertise for reverse auction bids for equipment for the Environmental Services Department. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

11. Request permission to approve and authorize the Mayor to sign a Letter of Agreement with the International Code Council (ICC) to teach the 2024 Residential Code Class at the Oxford Conference Center. The estimated cost to the City of Oxford is \$2,310.00. (Johnathan Mizell)

It was moved by Alderman Addy, seconded by Alderman Howell-Atkinson to approve and authorize the Mayor to sign a Letter of Agreement with the International Code Council (ICC) to teach the 2024 Residential Code Class at the Oxford Conference Center. The estimated cost to the City is \$2,310.00. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

12. Request permission for the Chief of Police to sign a Field Education Affiliation Agreement with The University of Mississippi, School of Applied Sciences, Department of Social Work. (Jeff McCutchen)

It was moved by Alderman Crowe, seconded by Alderman Huesle to allow the Chief of Police to sign a Field Education Affiliation Agreement with The University of Mississippi, School of Applied Sciences, Department of Social Work. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

13. Request permission to approve a Parade/Assembly Permit for Stronger Together Oxford to host a Supply Drive to benefit the Oxford ARC in the City Hall Pocket Park on August 17, 2024, from 2:00- 4:00pm. (Jeff McCutchen)

It was moved by Alderman Hyneman, seconded by Alderman Addy to approve a Parade/Assembly Permit for Stronger Together Oxford to host a supply drive, to benefit the Oxford ARC, in the City Hall Pocket Park on August 17, 2024 from 2:00pm-4:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

14. Request approval of a Plat Amendment for "Grand Oaks Commercial Subdivision", 2000 Barron Street (PPIN # 8911). (Kate Kenwright)

It was moved by Alderman Huelse, seconded by Alderman Addy to approve a Preliminary & Final Plat Amendment for Case #3078 for "Grand Oaks Commercial Subdivision", for property located at 2000 Barron Street, being further identified as PPIN 8911. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

15. Request permission to accept the proposal and execute the agreement with A2H for the Oxford Conference Center Roof "B" Replacement Project. (John Crawley)

It was moved by Alderman Hyneman, seconded by Alderman Crowe to accept the proposal and execute the agreement with A2H for the Oxford Conference Center Roof "B" Replacement Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

16. Request permission to award the low bid and execute contract documents for the Oxford Conference Center Rifle Range HVAC Replacement Project. (John Crawley)

It was moved by Alderman Addy, seconded by Alderman Taylor to accept the bids received and award a contract, in the amount of \$412,000.00, to S. M. Lawrence Co. of Corinth, MS, for the

Oxford Conference Center Rifle Range HVAC Replacement Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

17. Request permission to advertise for annual materials bids for FY 2024-2025. (John Crawley)

It was moved by Alderman Addy, seconded by Alderman Huelse to advertise for annual materials bids for FY 2024-2025. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

18. Request permission to award the low bid and execute contract documents for the 2024 Micro-Surfacing Project. (John Crawley)

It was moved by Alderman Huelse, seconded by Alderman Howell-Atkinson to accept the bids received and authorize a contract to Vance Brothers, Inc., in the amount of \$545,491.60, for the 2024 Micro-Surfacing Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

19. Request permission to accept ownership and maintenance of Old Oaks Lift Station No. 1. (John Crawley)

It was moved by Alderman Addy, seconded by Alderman Huelse to accept ownership and maintenance of Old Oaks Lift Station No. 1. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

20. Consider a request from Patton Construction for additional contract days for the Downtown Regional Detention Project. (John Crawley)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Huelse to add 14 days to the contract for the Downtown Regional Detention Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

21. Request approval of a contract amendment with UGK to upgrade timeclocks. (Braxton Tullos)

It was moved by Alderman Hyneman, seconded by Alderman Howell-Atkinson to approve a contract amendment with UGK to upgrade timeclocks in several departments. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

22. Request permission to approve a list of budget amendments and re-allocations for FY 2023-2024. (Ashley Atkinson)

It was moved by Alderman Addy, seconded by Alderman Taylor to approve a list of budget amendments and re-allocations for FY 2023-2024, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

23. Consider Change Order # 2 from JP Corp for concrete leveling at the Oxford Conference Center. (Mark Levy)

It was moved by Alderman Huelse, seconded by Alderman Crowe to approve Change Order #2 from JP Corp, in the amount of \$2,990.00, for concrete leveling at the Oxford Conference Center. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

24. Consider Change Order # 1 from BCI for a UPS System at the new Oxford Police Station (OPD Enterprise Center). (Mark Levy)

It was moved by Alderman Addy, seconded by Alderman Huelse to approve Change Order #1 from Business Communications, Inc. (BCI), in the amount of \$45,443.12, for a UPS (Uninterruptable Power Source) at the new Oxford Police Station (OPD Enterprise Center). All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

25. Request permission to accept quotes received and proceed with installation of cameras and access control modules at the Oxford Animal Resource Center. (Kelli Briscoe)

It was moved by Alderman Addy, seconded by Alderman Crowe to accept the quotes received and proceed with the installation of cameras and access control modules, based on the low quote from Oxford Alarm & Communications in the amount of \$14,623.66, at the Oxford Animal Resource Center. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

26. Consider an executive session.

It was moved by Alderman Hyneman, seconded by Alderman Crowe to consider an executive session for personnel issues, and a matter 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 personnel issues in the Oxford Utilities-Water & Sewer Division, the Environmental Services Department, and the Executive Department; and a matter of potential litigation related to a contract. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

It was moved by Alderman Hyneman, seconded by Alderman Addy to follow the recommendation of the HR Director and suspend Oxford Utilities-Water & Sewer Division employee, Jason

Mooney, for three days without pay for violation of City policy. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Addy, seconded by Alderman Hyneman to follow the recommendation of the HR Director and terminate the employment of Environmental Services employee, Chris Tunson, for violation of City policy and not returning to work upon release from physician's care approximately a month ago. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Howell-Atkinson, seconded by Alderman Crowe to hire Josh McCoy as a Part-Time Digital Content Manager, effective August 15, 2024 through December 31, 2024, at a salary of \$37,500.00, and to amend the Executive Department's budget as necessary. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

27. Adjourn.

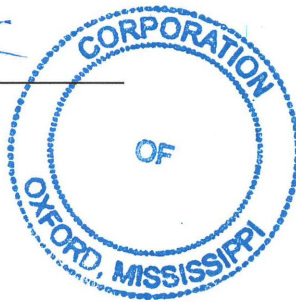
It was moved by Alderman Howell-Atkinson, seconded by Alderman Hyneman to adjourn the meeting. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

*Robyn Tannehill*

Robyn Tannehill, Mayor

*Ashley Atkinson*

Ashley Atkinson, City Clerk







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: 7/24/2024

Department that owns Fixed Asset: Oxford Fire Department

Fixed Asset Tag Number (If item is not tagged, please put N/A): 01552

Physical Location of Asset: OFD Station 4

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>Dewalt SawZall DC385 18 volt</u>	<u>Black Yellow</u>
Serial Number (if none, write N/A)	Color

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

SawZall has a broken grip and casing and isnt reliable

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

Date of Request: 7/24/2024

Department that owns Fixed Asset: Oxford Fire

Fixed Asset Tag Number (If item is not tagged, please put N/A): 2706

Physical Location of Asset: OFD Station 1

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>Stihl FS 110R Weedeater</u>
<u>N/A</u>	<u>Orange/White</u>
Serial Number (if none, write N/A)	Color

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

Weedeater that is not in working condition

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

Date of Request: 8/01/2024  
Department that owns Fixed Asset: Oxford Fire Department  
Fixed Asset Tag Number (If item is not tagged, please put N/A): 1831  
Physical Location of Asset: Ofd St 1/ City Shop

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): Sthil Chain saw  
Serial Number (if none, write N/A) \_\_\_\_\_ Color \_\_\_\_\_

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

Stihl Chainsaw that is broken and will cost too much to repair to working condition per the city shop.

Name of Person Submitting Surplus Request: J. Gardner

Date Approved by BOA: \_\_\_\_\_



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

Date of Request: 7/17/2024

Department that owns Fixed Asset: Oxford Fire Department

Fixed Asset Tag Number (If item is not tagged, please put N/A): 3116

Physical Location of Asset: OFD Station 3

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

Make	Model	Year
VF64428991		White
VIN / Serial Number	Color	

If the item being surplus 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 surplus:

Gas stove and oven not working  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Person Submitting Surplus Request: J. Gardner

Date Approved by BOA: \_\_\_\_\_

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

Please see attached surplus forms for item descriptions, which belong to the Water Division. This items consist of the following: Chain Saw, Ford F-450 service truck, a Warn Winch, and an ATV. These items have reached their useful life and will be disposed of. The Ford F-450 will be listed on Govdeals and auctioned off.



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

Date of Request: 7-16-24

Department that owns Fixed Asset: \_\_\_\_\_

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

Physical Location of Asset: LiftStation Shop

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

BigCountry 6X4 | 37A5640C100 | 2002

Make

Model

Year

21032B00003 | yellow

VIN / Serial Number

Color

If the item being surplus 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 surplus:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Person Submitting Surplus Request: Brian DeLuca

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: 7-16-24

Department that owns Fixed Asset: \_\_\_\_\_

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): <u>STIHL Ms 250 Chain Saw</u>	
<u>04608</u>	<u>Orange</u>
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: Bill DeLu

Date Approved by BOA: \_\_\_\_\_

107 Courthouse Square  
Oxford, MS 38655

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



THE CITY OF  
OXFORD

SURPLUS FORM

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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: 7-16-24

Department that owns Fixed Asset: Liftstation

Fixed Asset Tag Number (If item is not tagged, please put N/A): G 25549

Physical Location of Asset: Liftstation Shop

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

<u>Ford</u>	<u>F450</u>	<u>2003</u>
Make	Model	Year
<u>1FDXF46S63EB98583</u>	<u>white</u>	
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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Person Submitting Surplus Request: Brian Belmont

Date Approved by BOA: \_\_\_\_\_





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: 7-16-24

Department that owns Fixed Asset: Lift Station

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

Physical Location of Asset: Lift Station Shop

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): Warn Wench

<u>55804</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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Person Submitting Surplus Request: Ben Dehn

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

Date of Request: 6/25/2024

Department that owns Fixed Asset: Environmental Services

Fixed Asset Tag Number (If item is not tagged, please put N/A): 01911

Physical Location of Asset: 717 Molly Barr Road, Oxford, MS 38655

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

ExMark Mower

Make	Model	Year
<u>315609308</u>	<u></u>	<u>Black and Red</u>
VIN / Serial Number	Color	

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

Description of Tool (including brand):

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

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

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Name of Person Submitting Surplus Request: Amberlyn Liles

Date Approved by BOA:

**107 Courthouse Square  
Oxford, MS 38655**

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



THE CITY OF  
**OXFORD**

**SURPLUS FORM**

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

Date of Request: 6/25/2024

Department that owns Fixed Asset: Environmental Services

Fixed Asset Tag Number (If item is not tagged, please put N/A): 03043

Physical Location of Asset: 717 Molly Barr Road, Oxford, MS 38655

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

ExMark Mower

Make	Model	Year
<u>402151038</u>	<u></u>	<u>Black and Red</u>
VIN / Serial Number	Color	

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

Description of Tool (including brand):

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

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

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Name of Person Submitting Surplus Request: Amberlyn Liles

Date Approved by BOA:



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

Date of Request: 6/14/2024

Department that owns Fixed Asset: Environmental Services

Fixed Asset Tag Number (If item is not tagged, please put N/A): 03042

Physical Location of Asset: 717 Molly Barr Road, Oxford, MS 38655

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

ExMark Mower

Make	Model	Year
<u>402151039</u>	<u>Black and Red</u>	<u>Black and Red</u>
VIN / Serial Number	Color	

If the item being surplusd 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 surplusd:

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Name of Person Submitting Surplus Request: Amberlyn Liles

Date Approved by BOA: \_\_\_\_\_



**OXFORD**

GENERAL  
GOVERNMENT

# MEMORANDUM

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**To:** Board of Aldermen

**From:** Mark Levy, PLA

**CC:** Bart Robinson, PE

**Date:** August 6, 2024

**Re:** Permission to accept funding under the FY2024 COPS Technology and Equipment Program (TEP) for the amount of \$200,000.00

---

Last year, the city applied for a Community Oriented Policing Service (hereafter, COPS) Technology grant in the amount of \$500,000.00. With the assistance of Mississippi's First District US Representative Trent Kelly and his staff, the City of Oxford was successfully awarded \$200,000.00 for networking, voice-over-ip (voip), and audio-visual upgrades for the New Oxford Police Station.

The next step is to complete phase II of the solicitation. Permission to accept the \$200,000.00, no-match grant is requested.

**Enclosures (1)**

Email from Office of Community Oriented Policing Services (COPS)

**Mark Levy**

---

**From:** Office of Community Oriented Policing Services (COPS) <copsusdoj@service.govdelivery.com>  
**Sent:** Wednesday, July 24, 2024 12:31 PM  
**To:** Mark Levy  
**Subject:** Your FY2024 COPS Technology and Equipment Program Invitational Solicitation II is Now Open



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES  
145 N Street, NE, Wash DC 20535

July 24, 2024

Dear Director Mark Levy:

I am pleased to invite the **City of Oxford** to apply for funding under the FY 2024 COPS Technology and Equipment Program (TEP) Invitational Solicitation II in the amount of **\$200,000** for the following technology and equipment project: **“Networking, VOIP, and AV Upgrade for New Oxford Police Station.”**

The TEP program provides funding to state, territorial, local, Tribal, and other entities designated under the heading “Community Oriented Policing Services, Technology and Equipment Community Projects / COPS Law Enforcement Technology and Equipment” in JES – Division C, which is incorporated by reference into Public Law 118-42, to develop and acquire effective law enforcement equipment, technologies, and interoperable communications that assist in responding to and preventing crime. Although the COPS Technology and Equipment Program is not a competitive program, all funding recipients are required to complete an application that provides specific and detailed budget and narrative information outlining the agency’s project. Equipment funded under this program should meet any applicable requirements of the National Institute of Standards and Technology's Office of Law Enforcement Standards.

The COPS Office will issue awards with a period of performance start date of March 9, 2024, the enactment date of the Consolidated Appropriations Act, 2024. Costs incurred on or after March 9, 2024, but prior to issuance of an award and approval of the project budget by the COPS Office may be reimbursed, but are incurred at the applicant’s own risk, as authorized costs will be limited to those approved by the COPS Office.

To access funding for your project, you will first need to submit an application under the Technology and Equipment Program Invitational Solicitation. Please review the FY 24 COPS Technology and Equipment Program Invitational Solicitation II and Application Resource Guide, which are available on the [TEP page](#) of the COPS Office website under “Solicitation Documents.” These two documents contain important instructions and information about the application process and award requirements.

Completing an application under this program is a two-step process:

1) Applicants must first register via <https://www.grants.gov> and complete an Application for Federal Assistance, Standard Form 424 (SF-424), the government-wide standard application form for federal assistance and the Disclosure of Lobbying Activities, Standard Form -LLL (SF-LLL). The direct link to this solicitation in grants.gov is O-COPS-2024-172218. If the APPLY button is not active when you are logged in to [Grants.gov](#), contact your organization’s [Grants.gov](#) Authorized Organized Representative (AOR) for assistance, or review the steps for registering your organization in [Grants.gov](#) **The [Grants.gov](#) deadline is 4:59 p.m. ET on Wednesday, August 7, 2024.**

2) The remainder of the application will be completed through the JustGrants System at <https://justicegrants.usdoj.gov/>. **The JustGrants deadline is 4:59 p.m. ET on Wednesday, August 14, 2024.**

Please make sure to start early, as the application process has multiple steps.

The COPS Office looks forward to working with your agency. If you would like more information or require technical assistance during the application process, please contact the COPS Office Response Center at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov).



You have received this email because you have requested [Community Policing Dispatch](#) updates from the U.S. Department of Justice's [Community Oriented Policing Services \(COPS\) Office](#). Your subscription information may not be used for any other purposes.

[Manage Your Subscriptions](#) | [Department of Justice Privacy Policy](#) | [GovDelivery Privacy Policy](#)

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This email was sent to [mlevy@oxfordms.net](mailto:mlevy@oxfordms.net) using GovDelivery Communications Cloud on behalf of: The Office of Community Oriented Policing Services (COPS Office) · 145 N St, NE · Washington, DC 20530 · 800-421-6770

**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**

**07/11/24 - 07/31/24**

**TO BE APPROVED: 08/06/24**

<b>ACCOUNT NUMBER</b>	<b>CUSTOMER NAME</b>	<b>ADDRESS</b>	<b>WATER ADJUSTMENT</b>	<b>SEWER ADJUSTMENT</b>	<b>ADJUSTMENT TYPE</b>
207997-036557	YUJIRO YAMADA	110 TAYLOR MEADOWS DRIVE	-\$84.14	-\$111.86	INSIDE
212723-009144	REBEL REALTY/PAMELA ROBERSON	202 GARNER STREET	-\$43.69	-\$54.28	INSIDE
224765-047350	AMBER BERRY	2022 BRANDYWINE DRIVE	-\$14.91	-\$19.82	INSIDE
207479-041049	MINDY YOUNG	234 ELM STREET #5	-\$31.24	-\$41.54	INSIDE
204728-048072	MCLARTY RENTALS	706 MCLARTY ROAD (APTS)	-\$249.57	-\$310.10	INSIDE
211414-047816	JOHNNY GILES	3011 DAVIS DRIVE	-\$82.36	-\$219.01	OUTSIDE
211395-044343	PAOLA MIRA	3049 DAVIS DRIVE	-\$25.56	-\$67.50	OUTSIDE
205845-043319	ANTHONY WILLIAMS	916 BATTLE LANE	-\$63.55	-\$168.98	OUTSIDE
006431-044330	CYNTHIA TAYLOR	125 HEDGES COVE	X	-\$44.37	SW ONLY
210022-109845	BOBBY CAMP	103 HILLSIDE DRIVE	-\$42.25	X	WT ONLY
211622-111458	PICKENS PEST CONTROL	2613 W OXFORD LOOP	-\$23.94	X	WT ONLY
204947-104856	BERTILE COOK	324 PEGUES ROAD	-\$189.57	X	WT ONLY
<b>TOTAL:</b>			<b>-\$850.78</b>	<b>-\$1,037.46</b>	

FINANCIAL REPORT

**CITY OF OXFORD**

Oxford, Mississippi

September 30, 2023

# CITY OF OXFORD, MISSISSIPPI

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P.O. Box 731  
Tupelo, MS 38802  
(662) 844-5226

P.O. Box 355  
Fulton, MS 38843  
(662) 862-4967



Partners  
Gary Franks, CPA  
Bryon Wilemon, CPA  
Jonathan Hagood, CPA  

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Rudolph Franks, CPA (1933-2019)

## INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and Board of Aldermen  
City of Oxford, Mississippi

### Report on the Audit of the Financial Statements

#### Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Oxford as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City of Oxford's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Oxford as of September 30, 2023, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

We did not audit the financial statements of the City of Oxford Electric Department, which represent 38 percent, and 60 percent, respectively, of the assets and revenues of the Proprietary Fund as of June 30, 2023, and the respective changes in financial position, and where applicable, cash flows thereof for the year then ended. Those statements were audited by other auditors whose report has been furnished to us, and our opinions, insofar as it relates to the amounts included for the City of Oxford Electric Department, are based solely on the report of the other auditors.

#### Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City of Oxford and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Oxford's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

## **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City of Oxford's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Oxford's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### **Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4 through 12, the schedule of the City's proportionate share of the net pension liability and the schedule of the City's contributions on pages 56 through 60 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Oxford's basic financial statements. The accompanying combining and individual nonmajor fund financial statements, the Schedule of Expenditures of Federal Awards, as required by Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Schedule of Long-Term Debt and Schedule of Surety Bonds for Municipal Officials are presented for purposes of additional analysis and is not a required part of the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements, the Schedule of Expenditures of Federal Awards, the Schedule of Long-Term Debt and the Schedule of Surety Bonds for Municipal Officials are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

### Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated July 9, 2024, on our consideration of the City of Oxford's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City of Oxford's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City of Oxford's internal control over financial reporting and compliance.

Franks, Franks, Wilemon & Hagood P.A.

FRANKS, FRANKS, WILEMON & HAGOOD, P.A.  
Tupelo, Mississippi  
July 9, 2024

# CITY OF OXFORD, MISSISSIPPI MANAGEMENT'S DISCUSSION AND ANALYSIS

## Required Supplementary Information for the Year ended September 30, 2023

This section of the City of Oxford's Financial Report presents our discussion and analysis of the City's financial performance during the fiscal year ending September 30, 2023. Please read it in conjunction with the City of Oxford financial statements, which follow this section.

### FINANCIAL HIGHLIGHTS

- The assets and deferred outflows of the City exceeded its liabilities and deferred inflows at the close of the most recent fiscal year by \$184,971,532. Of this amount, \$0 may be used to meet the City of Oxford ongoing obligations to citizens and creditors. This compares to the previous year when assets exceeded liabilities by \$175,361,463, of which \$0 was available to meet the City's ongoing obligations.
- As of the close of the current fiscal year, the City of Oxford's governmental funds reported combined ending fund balances of \$94,799,819, an increase of \$10,613,359 in comparison to the prior year. Approximately 24% of the combined fund balances, \$22,286,016, is considered unassigned and is available for spending at the City of Oxford's discretion.
- The City's total net position increased by \$9,610,069. This increase is due to the increase in taxes, increase in charges for services and the amount of grant funds received for the fiscal year.
- The City of Oxford's total debt is \$59,543,951. New debt in the amount of \$2,300,000 was issued in the current fiscal year. Debt in the amount of \$7,065,092 was repaid during the current fiscal year.

### OVERVIEW OF THE FINANCIAL STATEMENTS

*This annual report consists of four parts—management's discussion and analysis (this section), the basic financial statements, required supplementary information, and an optional section that presents combining statements for non-major governmental funds. The basic financial statements include two kinds of statements that present different views of the City of Oxford.*

- The first two statements are government-wide financial statements that provide both long-term and short-term information about the City of Oxford's overall financial status.
- The remaining statements are fund financial statements that focus on individual parts of the City of Oxford's operations in more detail than the government-wide statements.

The Governmental Funds statements tell how general government services such as public safety were financed in the short term as well as what remains for future spending. The City has four Governmental Fund types: General, Special Revenue, Capital Projects and Debt Service.

Proprietary fund statements offer short- and long-term financial information about the activities the government operates in a similar manner as businesses, and include the Electric, Water & Sewer and Environmental Services funds.

The financial statements also include notes that explain some of the information in the statements and provide more detailed data.

# CITY OF OXFORD, MISSISSIPPI MANAGEMENT'S DISCUSSION AND ANALYSIS

## OVERVIEW OF THE FINANCIAL STATEMENTS (continued)

In addition to these required elements, we included combining statements that provide details about non-major governmental funds, each of which are added together and presented in single columns in the financial statements.

Figure A-1 summarizes the major features of the City of Oxford's financial statements, including the portion of the City of Oxford they cover and the types of information they contain. The remainder of this overview section of management's discussion and analysis explains the structure and contents of each of the statements.

Figure A-1

### Major Features of the City of Oxford's Government-wide and Fund Financial Statements

	Government-wide Statements	Fund Statements	
		Governmental Funds	Proprietary Funds
Scope	Entire City Government (except fiduciary funds) and the City's component units.	The activities of the City that are not proprietary or fiduciary, such as police, fire, and parks and recreation	Activities the City operates similar to private businesses: Electric Department, Water & Sewer, and Environmental Services.
Required financial statements	Statement of Net Position; Statement of Activities	Balance Sheet; Statement of Revenues, Expenditures, and Changes in Fund Balances	Statement of Net Position; Statement of Revenues, Expenses, and Changes in Net Position; Statement of Net Cash Flows
Accounting basis and measurement focus	Accrual accounting and economic resources focus	Modified accrual accounting and current financial resources focus	Accrual accounting and economic resources focus
Type of Asset/liability information	All assets and liabilities, both financial and capital, and short-term and long-term	Only assets expected to be used up and liabilities that come due during the year or soon thereafter, no capital assets included	All assets and liabilities, both financial and capital, and short-term and long-term
Type of inflow/outflow information	All revenues and expenses during year, regardless of when cash is received or paid	Revenues for which cash is received during or soon after the end of the year, expenditures when goods or services have been received and payment is due during the year or soon thereafter	All revenues and expenses during year, regardless of when cash is received or paid



# CITY OF OXFORD, MISSISSIPPI

## MANAGEMENT'S DISCUSSION AND ANALYSIS

### Government-wide Statements

The government-wide statements report information about the City of Oxford as a whole using accounting methods similar to those used by private-sector companies. The statement of net position includes all of the government's assets and liabilities. All of the current year's revenues and expenses are accounted for in the statement of activities regardless of when cash is received or paid. The government-wide financial statements include not only the City itself (known as the primary government), but also two blended component units (Oxford Park Commission and Oxford Tourism Council). Financial information for the component unit is reported with the financial information from the primary government. The financial statements for the component unit are available from the City Clerk upon request.

The two government-wide statements report the City of Oxford's net position and how they have changed. Net position—the difference between the City of Oxford's assets and liabilities—is one way to measure the City of Oxford's financial health, or position.

- Over time, increases or decreases in the City of Oxford's net position are an indicator of whether its financial health is improving or deteriorating, respectively.
- To assess the overall health of the City of Oxford, the reader should consider additional non-financial factors such as changes in the City of Oxford's property tax base.
- *Governmental activities*—Most of the City of Oxford's basic services are included here, such as the police, fire, public works, and parks and recreation departments, tourism promotion, transit operation and general administration. Property taxes, sales and use taxes, and state and federal grants finance most of these activities.
- *Business-type activities*—The City of Oxford charges fees to customers to help it cover the costs of certain services it provides. The City of Oxford's water and sewer systems, electric department services, and environmental services are included here.

### Fund Financial Statements

The fund financial statements provide more detailed information about the City of Oxford's most significant funds—not the City as a whole. The "fund" level is where the basic unit of financial organization and operation within the City of Oxford exists. Funds are accounting tools that are used to keep track of specific sources of funding and spending for particular purposes. They are the basic budgetary and accounting entities.

- Some funds are required by State law and by bond covenants.
- The Board of Alderman establishes other funds to control and manage money for particular purposes or to show that it is properly using certain taxes and grants.

# CITY OF OXFORD, MISSISSIPPI

## MANAGEMENT'S DISCUSSION AND ANALYSIS

The City of Oxford has two types of funds:

- **Governmental funds**—most of the City of Oxford's basic services are included in governmental funds, which focus on (1) how cash and other financial assets that can readily be converted to cash flow in and out and (2) the balances left at year-end that are available for spending. Consequently, the governmental funds statements provide a detailed short-term view that help determine whether there are more or fewer financial resources that can be spent in the near future to finance the City of Oxford's programs. Because this information does not encompass the additional long-term focus of the government-wide statements, we provide additional information at the bottom of the governmental funds statement, or on the subsequent page, that explains the relationship (or differences) between them. The measurement focus of governmental funds is upon determination of financial position and changes in financial position (sources, uses, and balance of financial resources) rather than upon net income determination. These funds are maintained on a modified accrual basis of accounting (explained further in the notes to the financial statements under "Summary of Significant Accounting Policies"). The basic financial statements for governmental funds are the Balance Sheet and the Statement of Revenues, Expenditures, and Changes in Fund Balance. The City of Oxford utilizes four types of governmental funds: the General Fund, Special Revenue Funds, Capital Projects Funds and Debt Service Funds.
- **Proprietary funds**—Services for which the City of Oxford charges customers a fee are generally reported in proprietary funds. Proprietary funds, like the government-wide statements, provide both long- and short-term financial information. The City has only one type of proprietary funds—enterprise funds. The City of Oxford's enterprise funds are the same as its business-type activities yet provide more detail and additional information, such as cash flows. The measurement focus of proprietary funds is upon determination of net income, financial position and change in financial position. These funds are maintained on the accrual basis of accounting. The Statement of Net Position, Statement of Revenues, Expenses and Changes in Net Position, and Statement of Cash Flows are all required statements.

### Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. The City of Oxford's assets and deferred outflows exceeded liabilities and deferred inflows by \$184,971,532 at the close of the most recent fiscal year.

A large portion, 74%, of the City's net position reflects its investment in capital assets (such as land, buildings, machinery, equipment, and infrastructure), less any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to citizens; however, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

# CITY OF OXFORD, MISSISSIPPI MANAGEMENT'S DISCUSSION AND ANALYSIS

Table A-1

## City of Oxford's Net Position

	Governmental Activities		Business-Type Activities		Total	
	<u>2023</u>	<u>2022</u>	<u>2023</u>	<u>2022</u>	<u>2023</u>	<u>2022</u>
Current and Other Assets	\$99,137,480	\$86,974,349	\$35,105,793	\$37,325,592	\$134,243,273	\$124,299,941
Capital Assets	108,679,685	105,533,743	88,148,876	83,787,044	196,828,561	189,320,787
Total Assets	<u>207,817,165</u>	<u>192,508,092</u>	<u>123,254,669</u>	<u>121,112,636</u>	<u>331,071,834</u>	<u>313,620,728</u>
Deferred Outflows	15,770,050	7,319,362	3,686,242	2,048,647	19,456,292	9,728,009
Total Deferred Outflows	<u>15,770,050</u>	<u>7,319,362</u>	<u>3,686,242</u>	<u>2,048,647</u>	<u>19,456,292</u>	<u>9,728,009</u>
Current and Other Liabilities	8,265,902	6,071,878	15,623,380	15,216,513	23,889,282	21,288,391
Long-Term Liabilities	102,320,828	86,274,099	37,698,357	36,724,962	140,019,185	122,999,061
Total Liabilities	<u>110,586,730</u>	<u>92,345,977</u>	<u>53,321,737</u>	<u>51,941,475</u>	<u>163,908,467</u>	<u>144,287,452</u>
Deferred Inflows	866,940	2,066,986	781,187	1,632,836	1,648,127	3,699,822
Total Deferred Inflows	<u>866,940</u>	<u>2,066,986</u>	<u>781,187</u>	<u>1,632,836</u>	<u>1,648,127</u>	<u>3,699,822</u>
Net Position:						
Net Investment in						
Capital Assets	71,386,774	66,754,245	65,796,518	58,063,143	137,183,292	124,817,388
Restricted	82,776,761	70,278,118	1,198,685	1,198,685	83,975,446	71,476,803
Unrestricted (Deficit)	<u>(42,029,990)</u>	<u>(31,617,872)</u>	<u>5,842,784</u>	<u>10,685,144</u>	<u>(36,187,206)</u>	<u>(20,932,728)</u>
Total Net Position	<u>\$ 112,133,545</u>	<u>\$105,414,491</u>	<u>\$ 72,837,987</u>	<u>\$ 69,946,972</u>	<u>\$ 184,971,532</u>	<u>\$ 175,361,463</u>

An additional portion of the City's net position represents resources that are subject to external restrictions on how they may be used.

Unrestricted net position of our business-type activities was \$5,842,784 at the end of the current fiscal year. These resources cannot be used to add to the net position surplus in governmental activities. The City of Oxford generally can only use this net position to finance the continuing operations of the business type activities.

**Changes in net position.** Approximately 13 percent of the City of Oxford's revenue comes from property taxes and approximately 12 percent from sales tax, with 36 percent of all revenue coming from some type of tax. (See Table A-2.) Another 46 percent comes from fees charged for services, and the balance is from operating and capital grants and contributions, intergovernmental revenue, investment earnings and miscellaneous revenues.

# CITY OF OXFORD, MISSISSIPPI MANAGEMENT'S DISCUSSION AND ANALYSIS

Table A-2 and the narrative that follows consider the operations of governmental and business-type activities separately.

Table A-2

## Changes in The City of Oxford's Net Position

	Governmental Activities		Business-Type Activities		Total	
	<u>2023</u>	<u>2022</u>	<u>2023</u>	<u>2022</u>	<u>2023</u>	<u>2022</u>
<b>Revenues</b>						
Program Revenues:						
Charges for Services	\$ 9,292,369	\$ 7,818,406	\$ 44,389,742	\$ 41,369,535	\$ 53,682,111	\$ 49,187,941
Operating Grants & Contributions	4,573,863	4,195,765	257,135	88,523	4,830,998	4,284,288
Capital Grants & Contributions	6,887,111	4,134,674	0	0	6,887,111	4,134,674
General Revenues:						
Property Taxes	15,268,237	15,885,546	0	0	15,268,237	15,885,546
Sales Tax	13,958,994	12,939,033	0	0	13,958,994	12,939,033
Other Taxes	12,906,222	11,186,893	0	0	12,906,222	11,186,893
Intergovernmental Revenues	1,455,764	3,108,973	0	0	1,455,764	3,108,973
Investment Income	4,612,316	(5,967,788)	412,655	61,294	5,024,971	(5,906,494)
Other	1,526,714	915,801	688,488	258,647	2,215,202	1,174,448
<b>Total Revenues</b>	<b>70,481,590</b>	<b>54,217,303</b>	<b>45,748,020</b>	<b>41,777,999</b>	<b>116,229,610</b>	<b>95,995,302</b>
<b>Expenses</b>						
General Government	11,048,738	8,686,966	0	0	11,048,738	8,686,966
Public Safety	25,311,036	19,279,183	0	0	25,311,036	19,279,183
Public Works	9,547,074	6,835,160	0	0	9,547,074	6,835,160
Tourism Promotion	2,566,352	2,074,780	0	0	2,566,352	2,074,780
Culture & Recreation	7,886,114	7,355,139	0	0	7,886,114	7,355,139
Transit Operation	4,389,904	4,827,195	0	0	4,389,904	4,827,195
Other Functions	150,850	425,389	0	0	150,850	425,389
Debt Service	1,137,482	1,839,299	0	0	1,137,482	1,839,299
Water & Sewer	0	0	10,626,169	9,732,416	10,626,169	9,732,416
Environmental Services	0	0	6,663,985	4,934,681	6,663,985	4,934,681
Electric	0	0	24,872,676	21,968,399	24,872,676	21,968,399
<b>Total Expenses</b>	<b>62,037,550</b>	<b>51,323,111</b>	<b>42,162,830</b>	<b>36,635,496</b>	<b>104,200,380</b>	<b>87,958,607</b>
Excess of Revenue Over Expenses	8,444,040	2,894,192	3,585,190	5,142,503	12,029,230	8,036,695
Transfers	(1,724,986)	(1,582,332)	(694,175)	(516,477)	(2,419,161)	(2,098,809)
<b>Increase (Decrease) in Net Position</b>	<b>6,719,054</b>	<b>1,311,860</b>	<b>2,891,015</b>	<b>4,626,026</b>	<b>9,610,069</b>	<b>5,937,886</b>
<b>Net Position--Beginning</b>	<b>105,414,491</b>	<b>104,102,631</b>	<b>69,946,972</b>	<b>65,320,946</b>	<b>175,361,463</b>	<b>169,423,577</b>
<b>Net Position--Ending</b>	<b>\$ 112,133,545</b>	<b>\$ 105,414,491</b>	<b>\$ 72,837,987</b>	<b>\$ 69,946,972</b>	<b>\$ 184,971,532</b>	<b>\$ 175,361,463</b>

# CITY OF OXFORD, MISSISSIPPI MANAGEMENT'S DISCUSSION AND ANALYSIS

## **Governmental Activities**

Governmental activities increased the City's net position by \$6,719,054, thereby accounting for 70 percent of the total increase in the net position of the City. Key elements of this increase are as follows:

The largest funding sources for the City's governmental activities, as a percent of total revenues, are property taxes (22%), sales tax (20%), and charges for services (13%).

The largest expense categories for the City's governmental activities are public safety (41%), and general government (18%).

## **Business-type Activities**

Business-type activities increased the City's net position by \$2,891,015, thereby accounting for 30 percent of the increase in the City's net position.

Charges for services are the major revenue categories for the enterprise funds. Total business-type revenues are comprised of \$12,060,805 for water, \$5,706,355 for environmental services and \$26,622,582 for electric.

## **Financial Analysis of the Government's Funds**

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

**Governmental funds**—The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of the City's net resources available for spending at the end of the fiscal year.

**General Fund**—The general fund is the chief operating fund of the City. At the end of the current fiscal year, unassigned fund balance of the general fund was \$21,548,652. As a measure of the general fund's liquidity, it may be useful to compare both the fund balance, assigned and unassigned, to total fund expenditures. Total fund balance represents 56% of total fund expenditures. The fund balance of the City's general fund decreased by \$961,044 during the current fiscal year.

**Debt Service Fund**—The debt service fund has a total fund balance of \$1,708,483, all of which is committed for the payment of debt service. The net increase in fund balance during the current year in the debt service fund was \$310,638.

**Special Revenue Fund**—The special revenue fund is used to account for the programs and projects primarily funded by grants from the federal and state governments. At the end of the current fiscal year, the fund balance was \$59,304,649, which will be used for future expenditures. The net increase in fund balance during the current year in special revenue fund was \$6,285,747.

**Capital Projects Fund**— The capital projects fund accounts for the construction and reconstruction of general public improvements, excluding projects related to business-type activities, which are accounted for elsewhere. At the end of the current fiscal year, the fund balance was \$10,111,991. The net increase in fund balance during the current year in the capital projects fund was \$4,978,018.

## CITY OF OXFORD, MISSISSIPPI MANAGEMENT'S DISCUSSION AND ANALYSIS

**Proprietary Funds**—The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail. The net position of the proprietary funds at the end of the current fiscal year totaled \$72,837,987. Changes in net position, which totaled \$2,891,015, were as follows: the electric fund increased by \$930,922, the environmental services fund increased by \$521,182 and the water & sewer fund increased by \$1,438,911.

### Budgetary Highlights

The City's annual budget, which is prepared on an operating basis, includes estimated revenues and annual appropriations for the proprietary funds as well as the governmental funds.

The City's 2022 -23 general fund operating budget increased by approximately \$579,237 during the current fiscal year. This increase was primarily related to increases in expenditures that are related to capital projects and personnel expenses. The City's tax millage remained the same from 2022 to 2023.

### CAPITAL ASSET AND DEBT ADMINISTRATION

**Capital Assets**—In accordance with GASB 34, the City has recorded depreciation expense associated with all of its capital assets, including infrastructure. The City's investment in capital assets for its governmental and business-type activities as of September 30, 2023, amounted to \$196,828,561, net of accumulated depreciation of \$140,910,890. This investment in capital assets includes land, buildings, improvements other than buildings, machinery & equipment, infrastructure, and construction in progress.

Table A-3  
City of Oxford's Capital Assets

	Governmental		Business-Type		Total	
	Activities		Activities			
	<u>2023</u>	<u>2022</u>	<u>2023</u>	<u>2022</u>	<u>2023</u>	<u>2022</u>
Land	\$ 7,028,840	\$ 7,013,320	\$ 1,109,239	\$ 1,109,239	\$ 8,138,079	\$ 8,122,559
Plant, Buildings & Improvements	63,843,880	61,955,470	136,666,669	122,044,343	200,510,549	183,999,813
Machinery & Equipment	29,797,814	27,763,590	17,876,781	15,176,416	47,674,595	42,940,006
Infrastructure	66,739,234	63,644,675	-	0	66,739,234	63,644,675
Intangible Assets	194,356	194,356	-	0	194,356	194,356
Construction-in-progress	5,554,424	4,818,607	8,928,214	16,610,176	14,482,638	21,428,783
Accumulated Depreciation	(64,478,863)	(59,856,275)	(76,432,027)	(71,153,130)	(140,910,890)	(131,009,405)
<b>Total</b>	<b>\$ 108,679,685</b>	<b>\$ 105,533,743</b>	<b>\$ 88,148,876</b>	<b>\$ 83,787,044</b>	<b>\$ 196,828,561</b>	<b>\$ 189,320,787</b>

## CITY OF OXFORD, MISSISSIPPI MANAGEMENT'S DISCUSSION AND ANALYSIS

**Long-term Debt**—At year-end, the city had \$59,543,951 in bonds and notes outstanding. More detailed information about the city of Oxford's long-term liabilities is presented in the notes to the financial statements.

Table A-4  
**City of Oxford's Outstanding Debt**

	Governmental Activities		Business-Type Activities		Total	
	<u>2023</u>	<u>2022</u>	<u>2023</u>	<u>2022</u>	<u>2023</u>	<u>2022</u>
General Obligation Bonds	\$ 33,792,000	\$ 34,466,000	\$22,073,000	\$25,146,000	\$ 55,865,000	\$ 59,612,000
Special Assessment Bonds	735,000	845,000	0	0	735,000	845,000
General Obligation Notes	380,000	760,000	0	0	380,000	760,000
Financed Purchases	67,274	107,793	279,358	577,901	346,632	685,694
Promissory Notes	2,217,319	2,406,349	0	0	2,217,319	2,406,349
<b>Total</b>	<b><u>\$ 37,191,593</u></b>	<b><u>\$ 38,585,142</u></b>	<b><u>\$ 22,352,358</u></b>	<b><u>\$ 25,723,901</u></b>	<b><u>\$ 59,543,951</u></b>	<b><u>\$ 64,309,043</u></b>

### ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

The City considered current year operational expenses and estimated increases based on economic factors when establishing the fiscal year 2024 budget. The total budgeted appropriations for the City general fund operations are \$51,175,098. This budget reflects an increase of approximately \$8,593,228. Notable increases included personnel services and capital outlay in multiple departments.

### CONTACTING THE CITY OF OXFORD FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, and investors and creditors with a general overview of the City of Oxford finances and to demonstrate the City's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the City of Oxford's City Clerk's Office, 107 Courthouse Square, Oxford, MS 38655.

**CITY OF OXFORD, MISSISSIPPI**  
**STATEMENT OF NET POSITION**  
**September 30, 2023**

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
<b><u>ASSETS:</u></b>			
Cash and Cash Equivalents	\$ 53,008,520	\$ 20,526,439	\$ 73,534,959
Certificates of Deposit	1,281,361	3,328,824	4,610,185
Investments	36,064,922	-	36,064,922
Accounts Receivable, net	-	7,731,577	7,731,577
Court Fines Receivable, net	376,088	-	376,088
Ad Valorem Taxes Receivable, net	344,007	-	344,007
Other Receivables	275,294	-	275,294
Internal Balances	(519,276)	519,276	-
Due From Other Governments	7,011,707	-	7,011,707
Prepaid Expenses	912,670	844	913,514
Inventories		1,786,816	1,786,816
Restricted Assets:			
Cash and Cash Equivalents - Restricted	-	447,673	447,673
Certificates of Deposit - Restricted	382,187	751,012	1,133,199
Investment in CSA	-	13,332	13,332
Capital Assets:			
Land	7,028,840	1,109,239	8,138,079
Plant, Buildings and Improvements	63,843,880	136,666,669	200,510,549
Machinery and Equipment	29,797,814	17,876,781	47,674,595
Infrastructure	66,739,234	-	66,739,234
Intangible Assets	194,356	-	194,356
Construction in Progress	5,554,424	8,928,214	14,482,638
Accumulated Depreciation/Amortization	(64,478,863)	(76,432,027)	(140,910,890)
<b>TOTAL ASSETS</b>	<b>\$ 207,817,165</b>	<b>\$ 123,254,669</b>	<b>\$ 331,071,834</b>
<b><u>DEFERRED OUTFLOWS OF RESOURCES:</u></b>			
Deferred Outflows - Pensions	15,770,050	3,686,242	19,456,292
<b>TOTAL DEFERRED OUTFLOWS OF RESOURCES</b>	<b>\$ 15,770,050</b>	<b>\$ 3,686,242</b>	<b>\$ 19,456,292</b>



**CITY OF OXFORD, MISSISSIPPI**  
**STATEMENT OF NET POSITION**  
**September 30, 2023**

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
<b><u>LIABILITIES:</u></b>			
Accounts Payable and Accrued Expenses	\$ 2,131,805	\$ 7,717,698	\$ 9,849,503
Accrued Interest Payable	339,004	152,645	491,649
Due to Other Governments	725	-	725
Unearned Revenue	1,485,036	-	1,485,036
Long-Term Liabilities, due within one year			
Leases Payable	52,343	-	52,343
Capital Debt	4,256,989	3,059,358	7,316,347
Long-Term Liabilities, due in more than one year			
Leases Payable	48,975	-	48,975
Capital Debt	32,934,604	19,293,000	52,227,604
Other Liabilities	-	26,785	26,785
Customer Deposits	-	4,693,679	4,693,679
Net Pension Liability	67,905,783	18,000,352	85,906,135
Accrued Compensated Absences	1,431,466	378,220	1,809,686
<b>TOTAL LIABILITIES</b>	<b>\$ 110,586,730</b>	<b>\$ 53,321,737</b>	<b>\$ 163,908,467</b>
<b><u>DEFERRED INFLOWS OF RESOURCES:</u></b>			
Deferred Inflows - Pensions	447,804	525,067	972,871
Deferred Charge on Refunding of Bonds, net Accumulated Amortization of \$777,013	419,136	256,120	675,256
<b>TOTAL DEFERRED INFLOWS OF RESOURCES</b>	<b>\$ 866,940</b>	<b>\$ 781,187</b>	<b>\$ 1,648,127</b>
<b><u>NET POSITION:</u></b>			
Net Investment in Capital Assets	71,386,774	65,796,518	137,183,292
Restricted for:			
Unemployment Benefits	801,414	5,000	806,414
Debt Service	1,708,483	1,193,685	2,902,168
Capital Projects	20,962,215	-	20,962,215
Special Revenue	59,304,649	-	59,304,649
Unrestricted (Deficit)	(42,029,990)	5,842,784	(36,187,206)
<b>TOTAL NET POSITION</b>	<b>\$ 112,133,545</b>	<b>\$ 72,837,987</b>	<b>\$ 184,971,532</b>

See accompanying notes to financial statements.

**CITY OF OXFORD, MISSISSIPPI**  
**STATEMENT OF ACTIVITIES**  
**For the Year Ended September 30, 2023**

FUNCTIONS/ PROGRAMS	PROGRAM REVENUES					Net (Expense) Revenue and Changes in Net Position		
	Expenses	Charge for Services	Operating Grants and Contributions	Capital Grants and Contributions	Total	PRIMARY GOVERNMENT		
						Governmental Activities	Business-Type Activities	Total
<b>PRIMARY GOVERNMENT</b>								
Government Activities:								
General Government	\$ 11,048,738	\$ 1,623,752	\$ -	\$ -	\$ 1,623,752	\$ (9,424,986)	\$ -	\$ (9,424,986)
Public Safety	25,311,036	1,212,245	1,341,502	5,388,215	7,941,962	(17,369,074)	-	(17,369,074)
Public Works	9,547,074	1,520,914	126,602	500,932	2,148,448	(7,398,626)	-	(7,398,626)
Culture and Recreation	7,886,114	3,216,018	129,005	-	3,345,023	(4,541,091)	-	(4,541,091)
Tourism Promotion	2,566,352	127,939	379,217	-	507,156	(2,059,196)	-	(2,059,196)
Transit Operation	4,389,904	1,591,501	2,597,537	997,964	5,187,002	797,098	-	797,098
Other Functions	150,850	-	-	-	-	(150,850)	-	(150,850)
Debt Service	1,137,482	-	-	-	-	(1,137,482)	-	(1,137,482)
<b>TOTAL GOVERNMENTAL ACTIVITIES</b>	<b>62,037,550</b>	<b>9,292,369</b>	<b>4,573,863</b>	<b>6,887,111</b>	<b>20,753,343</b>	<b>(41,284,207)</b>	<b>-</b>	<b>(41,284,207)</b>
Business-Type Activities:								
Water and Sewer	10,626,169	12,060,805	-	-	12,060,805	-	1,434,636	1,434,636
Environmental Services	6,663,985	5,706,355	257,135	-	5,963,490	-	(700,495)	(700,495)
Electric	24,872,676	26,622,582	-	-	26,622,582	-	1,749,906	1,749,906
<b>TOTAL BUSINESS-TYPE ACTIVITIES</b>	<b>42,162,830</b>	<b>44,389,742</b>	<b>257,135</b>	<b>-</b>	<b>44,646,877</b>	<b>-</b>	<b>2,484,047</b>	<b>2,484,047</b>
<b>TOTAL PRIMARY GOVERNMENT</b>	<b>\$ 104,200,380</b>	<b>\$ 53,682,111</b>	<b>\$ 4,830,998</b>	<b>\$ 6,887,111</b>	<b>\$ 65,400,220</b>	<b>\$ (41,284,207)</b>	<b>\$ 2,484,047</b>	<b>\$ (38,800,160)</b>
<b>GENERAL REVENUES:</b>								
Taxes:								
Property Taxes, Levied for General Purposes						\$ 12,121,203	\$ -	\$ 12,121,203
Property Taxes, Levied for Debt Service						3,147,034	-	3,147,034
Sales Taxes						13,958,994	-	13,958,994
Special Taxes						9,395,415	-	9,395,415
County Pro Rata Taxes						1,288,645	-	1,288,645
Franchise Taxes						964,730	-	964,730
In Lieu Taxes						1,257,432	-	1,257,432
Gasoline Taxes & Other Taxes						230,369	-	230,369
Homestead Reimbursement						208,585	-	208,585
Fire Protection Allocation						835,831	-	835,831
Intergovernmental Revenues						180,979	-	180,979
Grants and Contributions not Restricted to Specific Programs						12,703	-	12,703
Investment Earnings						4,612,316	412,655	5,024,971
Gain (Loss) on Asset Disposal						314,071	267,210	581,281
Miscellaneous						1,199,940	421,278	1,621,218
Transfers						(1,724,986)	(694,175)	(2,419,161)
<b>TOTAL GENERAL REVENUES AND TRANSFERS</b>						<b>48,003,261</b>	<b>406,968</b>	<b>48,410,229</b>
<b>CHANGE IN NET POSITION</b>						<b>6,719,054</b>	<b>2,891,015</b>	<b>9,610,069</b>
<b>NET POSITION--BEGINNING</b>						<b>105,414,491</b>	<b>69,946,972</b>	<b>175,361,463</b>
<b>NET POSITION--ENDING</b>						<b>\$ 112,133,545</b>	<b>\$ 72,837,987</b>	<b>\$ 184,971,532</b>

See accompanying notes to financial statements.

**CITY OF OXFORD, MISSISSIPPI**  
**BALANCE SHEET**  
**GOVERNMENTAL FUNDS**  
**September 30, 2023**

	Major Funds					
	General Fund	Oxford Reserve & Trust Fund	Other Governmental Funds	Total Governmental Funds		
<b>ASSETS:</b>						
Cash on Deposit	\$ 21,078,431	\$ -	\$ 31,930,089	\$ 53,008,520		
Certificates of Deposit	1,073,558	-	589,990	1,663,548		
Investments	-	36,064,922	-	36,064,922		
Prepaid Expenses	-	-	912,670	912,670		
Other Receivables	116,996	-	158,298	275,294		
Due From Other Funds	-	-	4,200	4,200		
Due From Other Governments	3,137,888	-	3,873,819	7,011,707		
<b>TOTAL ASSETS</b>	<b>\$ 25,406,873</b>	<b>\$ 36,064,922</b>	<b>\$ 37,469,066</b>	<b>\$ 98,940,861</b>		
<b>LIABILITIES:</b>						
Accounts Payable and Accrued Expenses	\$ 1,309,765	\$ -	\$ 822,040	\$ 2,131,805		
Due to Other Funds	421,687	-	101,789	523,476		
Due to Other Governments	725	-	-	725		
Unearned Revenue	-	-	1,485,036	1,485,036		
<b>TOTAL LIABILITIES</b>	<b>1,732,177</b>	<b>-</b>	<b>2,408,865</b>	<b>4,141,042</b>		
<b>FUND BALANCES:</b>						
Nonspendable	801,414	-	38,088	839,502		
Committed						
Public Safety	33,573	-	-	33,573		
Cultural and Recreation	-	-	907,559	907,559		
Debt Service	-	-	1,708,483	1,708,483		
Tourism	-	-	147,597	147,597		
Restricted						
Capital Projects	-	-	20,962,215	20,962,215		
Forestry	57,758	-	-	57,758		
Transit Operations	-	-	2,554,440	2,554,440		
Tourism	-	-	5,829,347	5,829,347		
Permanent Fund Principal	-	36,064,922	1,199,039	37,263,961		
Public Safety	46,138	-	976,069	1,022,207		
Assigned						
Animal Resource Center Capital Fund	46,140	-	-	46,140		
Cemetery	900,799	-	-	900,799		
OPD-Mounted Patrol	2,218	-	-	2,218		
London Bus	48	-	-	48		
Historic Homes Fund	237,956	-	-	237,956		
Unassigned	21,548,652	-	737,364	22,286,016		
<b>TOTAL FUND BALANCES</b>	<b>23,674,696</b>	<b>36,064,922</b>	<b>35,060,201</b>	<b>94,799,819</b>		
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<b>\$ 25,406,873</b>	<b>\$ 36,064,922</b>	<b>\$ 37,469,066</b>	<b>\$ 98,940,861</b>		

See accompanying notes to financial statements.

**CITY OF OXFORD, MISSISSIPPI**  
**RECONCILIATION OF GOVERNMENTAL FUNDS BALANCE SHEET**  
**TO THE STATEMENT OF NET POSITION**  
**September 30, 2023**

TOTAL FUND BALANCES - TOTAL GOVERNMENTAL FUNDS	\$ 94,799,819
Amounts reported for Governmental Activities in the Statement of Net Position are different because:	
Capital assets used in governmental activities are not current financial resources and therefore are not reported in the Governmental Funds Balance Sheet.	108,679,685
Long-term liabilities, including bonds, leases and accrued interest, are not due and payable in the current period and therefore they are not reported in the Governmental Funds Balance Sheet.	(37,631,915)
Deferred revenues for delinquent property taxes deferred in the governmental funds because they will not be received within sixty days of the Consolidated Government's year end.	344,007
Accrued compensated absences are not due and payable in the current period and therefore they are not reported in the governmental funds balance sheet.	(1,431,466)
Some liabilities, including net pension obligations, are not due and payable in the current period and, therefore are not reported in the funds	
Net pension liability	(67,905,783)
Deferred outflows and inflows of resources, related to pensions are applicable to future periods and, therefore are not reported in the funds:	
Deferred outflows of resources related to pensions	15,770,050
Deferred inflows of resources related to pensions	(447,804)
Bond issuance costs are reported as expenditures on the Governmental Funds financial statements in the year incurred. However, in the Statement of Activities, the cost of issuing bonds is amortized over the life of the related bonds. This is the amount of unamortized premium remaining.	(419,136)
Accrual of court fine revenues to qualify as financial resources.	376,088
NET POSITION OF GOVERNMENTAL ACTIVITIES	\$ 112,133,545

See accompanying notes to financial statements.

**CITY OF OXFORD, MISSISSIPPI**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -**  
**GOVERNMENTAL FUNDS**  
**For the Year Ended September 30, 2023**

	Major Funds			Total Governmental Funds
	General Fund	Oxford Reserve & Trust Fund	Other Governmental Funds	
<b>REVENUES:</b>				
General Property Taxes	\$ 12,121,203	\$ -	\$ 3,147,034	\$ 15,268,237
Sales and Use Taxes	13,958,994	-	-	13,958,994
Special Taxes	-	-	9,395,415	9,395,415
Licenses and Permits	1,447,982	-	-	1,447,982
Franchise Fees	964,730	-	-	964,730
In Lieu - Utility Department	965,000	-	-	965,000
Penalties and Interest	175,770	-	-	175,770
Intergovernmental Revenues	3,205,616	-	470,336	3,675,952
Grant Income	1,506,265	-	9,301,052	10,807,317
Charges for Services	3,583,974	-	1,760,012	5,343,986
Fines and Forfeitures	732,051	-	443,565	1,175,616
Interest Income	1,101,029	-	335,565	1,436,594
Net Investment Income	-	823,865	-	823,865
Cemetery	78,300	-	-	78,300
Facility Rental Income	55,874	-	1,056,512	1,112,386
Donations/Contributions	27,249	-	-	27,249
Miscellaneous Revenues	692,897	-	427,474	1,120,371
<b>TOTAL REVENUES</b>	<u>40,616,934</u>	<u>823,865</u>	<u>26,336,965</u>	<u>67,777,764</u>
<b>EXPENDITURES:</b>				
Current:				
General Government	9,433,303	-	-	9,433,303
Public Safety	19,438,337	-	1,330,320	20,768,657
Public Works	6,627,441	-	1,373,288	8,000,729
Culture and Recreation	6,233,769	-	2,459,694	8,693,463
Tourism Promotion	-	-	2,423,938	2,423,938
Transit Operation	-	-	5,229,525	5,229,525
Other Functions	-	-	117,210	117,210
Capital Projects	-	-	1,789,006	1,789,006
Debt Service	849,020	-	3,964,866	4,813,886
<b>TOTAL EXPENDITURES</b>	<u>42,581,870</u>	<u>-</u>	<u>18,687,847</u>	<u>61,269,717</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(1,964,936)</u>	<u>823,865</u>	<u>7,649,118</u>	<u>6,508,047</u>
<b>OTHER FINANCING SOURCES (USES):</b>				
Proceeds from Sale of Capital Assets	63,453	-	1,117,602	1,181,055
Transfers from (to) Oxford Tourism Council	-	-	(1,486,336)	(1,486,336)
Transfers from (to) Other Funds	940,439	(1,071,460)	(110,243)	(241,264)
Unrealized Gain (Loss) from Investments	-	2,351,857	-	2,351,857
Proceeds from Issuance of Debt	-	-	2,300,000	2,300,000
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>1,003,892</u>	<u>1,280,397</u>	<u>1,821,023</u>	<u>4,105,312</u>
<b>NET CHANGE IN FUND BALANCES</b>	<u>(961,044)</u>	<u>2,104,262</u>	<u>9,470,141</u>	<u>10,613,359</u>
<b>FUND BALANCES-Beginning</b>	<u>24,635,740</u>	<u>33,960,660</u>	<u>25,590,060</u>	<u>84,186,460</u>
<b>FUND BALANCES-Ending</b>	<u>\$ 23,674,696</u>	<u>\$ 36,064,922</u>	<u>\$ 35,060,201</u>	<u>\$ 94,799,819</u>

See accompanying notes to financial statements.

**CITY OF OXFORD, MISSISSIPPI**  
**RECONCILIATION OF GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCES TO THE**  
**STATEMENT OF ACTIVITIES**  
**For the Year Ended September 30, 2023**

NET CHANGE IN FUND BALANCES - TOTAL GOVERNMENTAL FUNDS		\$ 10,613,359
Amounts reported for Governmental Activities in the Statement of Activities are different because:		
Governmental Funds report capital outlay as expenditures. However, in the Government Wide Statement of Activities the cost of those assets is allocated over their estimated useful lives as depreciation expense. This is the amount of capital assets recorded in the current period.		9,236,117
Depreciation expense on capital assets is reported in the Government-Wide Statement of Activities, but they do not require the use of current financial resources. Therefore, depreciation expense is not reported as expenditures in Governmental Funds.		(5,227,074)
Proceeds from the disposition of capital assets is reported as income in the Governmental Funds. The gain or loss on the sale of the capital assets and not the gross proceeds are reported as income in the Government-Wide Statement of Activities.		(864,370)
Donations of capital assets increase net position in the statement of activities, but do not appear in the governmental funds because they are not financial resources.		1,269
Decrease in accrual of compensated absences.		(52,691)
Revenues in the statement of activities that do not provide current financial resources and are not reported as revenues in the funds.		36,629
Items reported in the Statement of Activities relating to GASB Statement No. 68 are not reported in the governmental funds.		
These activities include:		
Recognition of pension expense for the current year	(11,875,094)	
Recognition of contributions made subsequent to the measurement date	772,578	
Recognition of contributions made in the fiscal year prior to measurement date	<u>2,701,927</u>	(8,400,589)
Bond proceeds provide current financial resources to Governmental Funds, but issuing debt increases long-term liabilities in the Government-Wide Statement of Net Position. Repayment of bond principal is an expenditure in Governmental Funds, but the repayment reduces long-term liabilities in the Government-Wide Statement of Net Position.		
This amount represents the amount of current amortization of premiums.		45,767
This amount represents bond proceeds and premiums.		(2,300,000)
This amount represents long-term debt repayments and issuance costs.		3,742,064
This amount represents the increase in accrued interest payable.		<u>(111,427)</u>
 CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES		 <u>\$ 6,719,054</u>

**CITY OF OXFORD, MISSISSIPPI**  
**GENERAL FUND STATEMENT OF REVENUES, EXPENDITURES AND CHANGES**  
**IN FUND BALANCES-BUDGET AND ACTUAL -**  
**BUDGETARY BASIS**  
**For the Year Ended September 30, 2023**

	Budget		Actual	Variance with Final Budget Over (Under)
	Original	Final		
<b>REVENUES:</b>				
General Property Taxes	\$ 12,479,090	\$ 12,440,090	\$ 12,116,657	\$ (323,433)
Sales and Use Taxes	12,766,378	12,407,740	13,792,402	1,384,662
Licenses and Permits	860,700	1,448,200	1,447,982	(218)
Franchise Fees	760,000	978,000	978,821	821
In Lieu - Utility Department	800,000	966,380	965,000	(1,380)
Penalties and Interest	230,000	175,000	175,770	770
Intergovernmental Revenues	2,804,381	3,237,349	3,372,341	134,992
Grant Income	1,358,843	1,550,999	1,690,539	139,540
Charges for Services	3,008,290	3,627,835	3,639,848	12,013
Fines and Forfeits	553,800	679,674	732,051	52,377
Interest Income	142,665	1,069,422	1,101,029	31,607
Cemetery	55,000	78,300	78,300	-
Miscellaneous Revenues	562,539	783,311	684,311	(99,000)
<b>TOTAL REVENUES</b>	<u>36,381,686</u>	<u>39,442,300</u>	<u>40,775,051</u>	<u>1,332,751</u>
<b>EXPENDITURES:</b>				
Current:				
General Government	11,006,180	11,222,445	9,433,303	1,789,142
Public Safety	19,801,475	19,937,820	19,438,337	499,483
Public Works	7,570,509	8,076,738	6,627,441	1,449,297
Culture and Recreation	7,966,091	7,918,089	6,233,769	1,684,320
Debt Service	1,081,600	850,000	849,020	980
<b>TOTAL EXPENDITURES</b>	<u>47,425,855</u>	<u>48,005,092</u>	<u>42,581,870</u>	<u>5,423,222</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(11,044,169)</u>	<u>(8,562,792)</u>	<u>(1,806,819)</u>	<u>6,755,973</u>
<b>OTHER FINANCING SOURCES (USES):</b>				
Proceeds from Sale of Capital Assets	-	-	63,453	63,453
Transfers (to) from Other Funds	2,921,405	1,921,405	940,439	(980,966)
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>2,921,405</u>	<u>1,921,405</u>	<u>1,003,892</u>	<u>(917,513)</u>
<b>EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER FINANCING AND OTHER USES</b>	<u>\$ (8,122,764)</u>	<u>\$ (6,641,387)</u>	<u>\$ (802,927)</u>	<u>\$ 5,838,460</u>

See accompanying notes to financial statements.

**CITY OF OXFORD, MISSISSIPPI**  
**STATEMENT OF NET POSITION -**  
**PROPRIETARY FUND TYPES**  
September 30, 2023

	BUSINESS-TYPE ACTIVITIES-- PROPRIETARY FUND			
	ELECTRIC FUND	WATER & SEWER FUND	ENVIRONMENTAL SERVICES	TOTAL
<b>ASSETS:</b>				
<u>Current Assets:</u>				
Cash and Cash Equivalents	\$ 8,595,333	\$ 10,207,035	\$ 1,724,071	\$ 20,526,439
Certificates of Deposit	10,688	3,318,136	-	3,328,824
Receivables, net	3,570,594	2,571,630	1,589,353	7,731,577
Due from Other Funds	-	417,487	101,789	519,276
Inventories	1,083,302	703,514	-	1,786,816
Prepaid Expenses	844	-	-	844
<b>Total Current Assets</b>	<b>13,260,761</b>	<b>17,217,802</b>	<b>3,415,213</b>	<b>33,893,776</b>
<u>Noncurrent Assets:</u>				
<u>Restricted Assets</u>				
Cash and Cash Equivalents - Restricted	5,000	442,673	-	447,673
Certificates of Deposit - Restricted	-	751,012	-	751,012
Investment in CSA	13,332	-	-	13,332
<u>Capital Assets:</u>				
Land	908,953	200,286	-	1,109,239
Plants, Buildings & Improvements	42,627,938	93,927,196	111,535	136,666,669
Machinery & Equipment	3,242,409	4,744,102	9,890,270	17,876,781
Accumulated Depreciation	(17,039,443)	(55,649,489)	(3,743,095)	(76,432,027)
Construction Work In Progress	3,267,470	5,660,744	-	8,928,214
<b>Total Noncurrent Assets</b>	<b>33,025,659</b>	<b>50,076,524</b>	<b>6,258,710</b>	<b>89,360,893</b>
<b>TOTAL ASSETS</b>	<b>46,286,420</b>	<b>67,294,326</b>	<b>9,673,923</b>	<b>123,254,669</b>
<u>DEFERRED OUTFLOWS OF RESOURCES</u>				
Deferred Outflows - Pensions	833,627	1,098,131	1,754,484	3,686,242
<b>TOTAL DEFERRED OUTFLOWS OF RESOURCES</b>	<b>\$ 833,627</b>	<b>\$ 1,098,131</b>	<b>\$ 1,754,484</b>	<b>\$ 3,686,242</b>



**CITY OF OXFORD, MISSISSIPPI**  
**STATEMENT OF NET POSITION -**  
**PROPRIETARY FUND TYPES**  
September 30, 2023

	BUSINESS-TYPE ACTIVITIES- ENTERPRISE FUNDS			
	ELECTRIC FUND	WATER & SEWER FUND	ENVIRONMENTAL SERVICES	TOTAL
<b><u>LIABILITIES</u></b>				
<b><u>Current Liabilities:</u></b>				
Accounts Payable and Accrued Expenses	\$ 6,640,421	\$ 947,247	\$ 130,030	\$ 7,717,698
Accrued Interest Payable	-	147,860	4,785	152,645
Current Portion of Long-Term Debt	-	2,345,000	714,358	3,059,358
Customer Deposits	3,183,646	1,510,033	-	4,693,679
<b>Total Current Liabilities</b>	<b>9,824,067</b>	<b>4,950,140</b>	<b>849,173</b>	<b>15,623,380</b>
<b><u>Long-Term Liabilities:</u></b>				
Other Liabilities	26,785	-	-	26,785
Compensated Absences	125,766	105,951	146,503	378,220
Net Pension Liability	5,200,623	5,254,319	7,545,410	18,000,352
Bonds, Notes, & Loans Payable, net of current portion	-	17,988,000	1,305,000	19,293,000
<b>Total Long-Term Liabilities</b>	<b>5,353,174</b>	<b>23,348,270</b>	<b>8,996,913</b>	<b>37,698,357</b>
<b>Total Liabilities</b>	<b>15,177,241</b>	<b>28,298,410</b>	<b>9,846,086</b>	<b>53,321,737</b>
<b><u>DEFERRED INFLOWS OF RESOURCES</u></b>				
Deferred Charge on Refunding Bonds, net	-	256,120	-	256,120
Deferred Inflows - Pensions	-	477,532	47,535	525,067
<b>TOTAL DEFERRED INFLOWS OF RESOURCES</b>	<b>-</b>	<b>733,652</b>	<b>47,535</b>	<b>781,187</b>
<b><u>NET POSITION</u></b>				
Net Investment in Capital Assets	33,007,327	28,549,839	4,239,352	65,796,518
Reserved for Unemployment Benefits	5,000	-	-	5,000
Reserved for Debt Service	-	1,193,685	-	1,193,685
Unrestricted (Deficit)	(1,069,521)	9,616,871	(2,704,566)	5,842,784
<b>TOTAL NET POSITION</b>	<b>\$ 31,942,806</b>	<b>\$ 39,360,395</b>	<b>\$ 1,534,786</b>	<b>\$ 72,837,987</b>

See accompanying notes to financial statements.

**CITY OF OXFORD, MISSISSIPPI**  
**STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION-**  
**PROPRIETARY FUNDS**  
For The Year Ended September 30, 2023

	BUSINESS-TYPE ACTIVITIES- PROPRIETARY FUND			
	ELECTRIC FUND	WATER & SEWER FUND	ENVIRONMENTAL SERVICES	TOTALS
<b><u>OPERATING REVENUE:</u></b>				
Charges For Services	\$ 26,308,366	\$ 12,060,805	\$ 5,706,355	\$ 44,075,526
Other	314,216	-	-	314,216
Total Operating Revenue	<u>26,622,582</u>	<u>12,060,805</u>	<u>5,706,355</u>	<u>44,389,742</u>
<b><u>OPERATING EXPENSES:</u></b>				
Operations	22,983,639	5,198,341	3,945,172	32,127,152
Maintenance	618,532	299,749	1,015,441	1,933,722
Depreciation and Amortization Expense	1,233,446	3,897,984	873,682	6,005,112
Pension Expense	-	747,423	787,427	1,534,850
Total Operating Expenses	<u>24,835,617</u>	<u>10,143,497</u>	<u>6,621,722</u>	<u>41,600,836</u>
Net Operating Income (Loss)	<u>1,786,965</u>	<u>1,917,308</u>	<u>(915,367)</u>	<u>2,788,906</u>
<b><u>NON-OPERATING INCOME (EXPENSES):</u></b>				
Interest Income	146,016	266,639	-	412,655
Gain (Loss) on Disposal of Fixed Asset	-	5,742	261,468	267,210
Grant Income/ Capital Contributions	-	144,000	113,135	257,135
Amortization of Debt Expense	-	39,517	-	39,517
Miscellaneous Income (Expense)	(37,059)	387,349	33,929	384,219
Interest Expense	-	(522,189)	(42,263)	(564,452)
Total Non-Operating Income (Loss)	<u>108,957</u>	<u>321,058</u>	<u>366,269</u>	<u>796,284</u>
Income before Operating Transfers	1,895,922	2,238,366	(549,098)	3,585,190
<b><u>OPERATING TRANSFERS IN (OUT):</u></b>	<u>(965,000)</u>	<u>(799,455)</u>	<u>1,070,280</u>	<u>(694,175)</u>
Change in Net Position	<u>930,922</u>	<u>1,438,911</u>	<u>521,182</u>	<u>2,891,015</u>
Total Net Position - Beginning	<u>31,011,884</u>	<u>37,921,484</u>	<u>1,013,604</u>	<u>69,946,972</u>
Total Net Position - Ending	<u>\$ 31,942,806</u>	<u>\$ 39,360,395</u>	<u>\$ 1,534,786</u>	<u>\$ 72,837,987</u>

See accompanying notes to financial statements.

**CITY OF OXFORD, MISSISSIPPI**  
**STATEMENT OF CASH FLOWS - PROPRIETARY FUNDS**  
**For the Year Ended September 30, 2023**

	ELECTRIC FUND	WATER & SEWER FUND	ENVIRONMENTAL SERVICES	TOTALS
<b><u>Cash Flows from Operating Activities:</u></b>				
Receipts from Customers	\$ 26,934,921	\$ 11,940,302	\$ 4,970,836	\$ 43,846,059
Payments to Suppliers	(22,458,309)	(965,248)	(2,010,661)	(25,434,218)
Payments to Employees	(1,185,195)	(2,190,650)	(2,658,632)	(6,034,477)
Payments for Other Services and Charges	-	(1,759,601)	(34,426)	(1,794,027)
Other Receipts (Payments)	-	-	(247,024)	(247,024)
Net Cash Provided By (Used In) Operating Activities	<u>3,291,417</u>	<u>7,024,803</u>	<u>20,093</u>	<u>10,336,313</u>
<b><u>Cash Flows from Noncapital Financing Activities:</u></b>				
Due to Other Funds	-	(30,339)	2,073,211	2,042,872
Transfers In (Out)	(965,000)	(799,455)	1,072,894	(691,561)
Net Cash Provided By (Used In) Noncapital Financing Activities	<u>(965,000)</u>	<u>(829,794)</u>	<u>3,146,105</u>	<u>1,351,311</u>
<b><u>Cash Flows from Capital and Related Financing Activities:</u></b>				
Proceeds From Sale of Capital Assets	-	13,300	654,653	667,953
Purchases of Capital Assets	(2,297,438)	(4,829,290)	(3,576,855)	(10,703,583)
Plant Removal Cost	(88,885)	-	-	(88,885)
Materials Salvaged from Retirements	22,167	-	-	22,167
Principal Paid on Capital Debt	-	(2,398,000)	(973,543)	(3,371,543)
Interest Paid on Capital Debt	-	(570,334)	(45,059)	(615,393)
Other Receipts (Payments)	(11,162)	387,349	33,929	410,116
Net Cash Provided By (Used In) Capital and Related Financing Activities	<u>(2,375,318)</u>	<u>(7,396,975)</u>	<u>(3,906,875)</u>	<u>(13,679,168)</u>
<b><u>Cash Flows from Investing Activities:</u></b>				
Proceeds From Sale of Investments	(20)	-	-	(20)
Cash Received from Grants	-	144,000	113,135	257,135
Interest and Dividends	146,016	266,639	-	412,655
Other Receipts (Payments)	(25,466)	-	-	(25,466)
Net Cash Provided By (Used In) Investing Activities	<u>120,530</u>	<u>410,639</u>	<u>113,135</u>	<u>644,304</u>
Net Increase (Decrease) In Cash and Cash Equivalents	71,629	(791,327)	(627,542)	(1,347,240)
Cash and Cash Equivalents--Beginning	<u>8,528,704</u>	<u>11,441,035</u>	<u>2,351,613</u>	<u>22,321,352</u>
Cash and Cash Equivalents--Ending	<u>\$ 8,600,333</u>	<u>\$ 10,649,708</u>	<u>\$ 1,724,071</u>	<u>\$ 20,974,112</u>
Cash and Cash Equivalents	\$ 8,595,333	10,207,035	1,724,071	20,526,439
Cash and Cash Equivalents--Restricted	5,000	442,673	-	447,673
Total Cash and Cash Equivalents	<u>\$ 8,600,333</u>	<u>10,649,708</u>	<u>1,724,071</u>	<u>20,974,112</u>
<b><u>Reconciliation of Operating Income (Loss) to Net Cash Provided By (Used In) Operating Activities:</u></b>				
Operating Income (Loss)	\$ 1,786,965	\$ 1,917,308	\$ (915,367)	\$ 2,788,906
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided By (Used In) Operating Activities:				
Depreciation and Amortization Expense	1,233,446	3,897,984	873,682	6,005,112
Pension Expense - Actuarially Determined	(1,250,541)	747,423	787,427	284,309
(Increase) Decrease in Accounts Receivable	280,438	(216,184)	(735,519)	(671,265)
(Increase) Decrease in Prepaid Expenses	258	-	-	258
(Increase) Decrease in Deferred Charges	1,658,350	-	-	1,658,350
(Increase) Decrease in Inventories	(320,903)	(178,814)	-	(499,717)
(Increase) Decrease in Compensated Absences	(1,780)	(3,211)	13,318	8,327
Increase (Decrease) in Accounts Payable	(120,790)	764,616	(3,448)	640,378
Increase (Decrease) in Accrued Liabilities	(5,927)	-	-	(5,927)
Increase (Decrease) in Customer Deposits	31,901	95,681	-	127,582
Total Adjustments	<u>1,504,452</u>	<u>5,107,495</u>	<u>935,460</u>	<u>7,547,407</u>
Net Cash Provided By (Used In) Operating Activities	<u>\$ 3,291,417</u>	<u>\$ 7,024,803</u>	<u>\$ 20,093</u>	<u>\$ 10,336,313</u>

See accompanying notes to financial statements.

**CITY OF OXFORD, MISSISSIPPI  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**NOTE 1 - SUMMARY OF SIGNIFICANT POLICIES**

The City of Oxford, Mississippi operates under a Mayor - Alderman form of government and provides the following services: public safety (police & fire), public works (street maintenance and engineering services), culture and recreation, building and ground improvements, tourism promotion, transit operation, utilities (electric and water & sewer, environmental services (waste/rubbish collection and street cleaning), community services, urban redevelopment and housing, public improvements and general administrative services.

The City has elected to apply all Governmental Accounting Standards Board (GASB) pronouncements, applicable Financial Accounting Standards Board (FASB) pronouncements, and Accounting Principles Board (APB) opinions issued on or before November 30, 1989, unless those pronouncements conflict with or contradict GASB pronouncements. The accounting policies of the City of Oxford conform to generally accepted accounting principles as applicable to governments. The following is a summary of the more significant policies:

**FINANCIAL REPORTING ENTITY - BASIS OF PRESENTATION**

**Government-Wide and Fund Financial Statements**

The City's basic financial statements consist of government-wide statements, including a statement of net position and a statement of activities, and fund financial statements which provide a more detailed level of financial information.

**Government-Wide Financial Statements**

The statement of net position and the statement of activities display information on all non-fiduciary activities of the primary government and its component units. The statement distinguishes between those activities of the City that are governmental, which are normally supported by taxes and intergovernmental revenues, and those that are considered business-type activities, which rely to a significant extent on fees and charges for support. The primary government is reported separately from certain legally separate component units for which the primary government is financially accountable.

The statement of net position presents the financial condition of the governmental and business-type activities for the City at year-end. The statement of activities presents a comparison between direct expenses and program revenues for each program or function of the City's governmental activities and for the business-type activities of the City. Direct expenses are those that are specifically associated with a service, program or department and therefore clearly identifiable to a particular function. Program revenues include charges paid by the recipient for the goods and services offered by the program, grants and contributions that are restricted to meeting the operational or capital requirements of a particular program and interest earned on grants that is required to be used to support a particular program. Revenues that are not classified as program revenues are presented as general revenues of the City, with certain limited exceptions. The comparison of direct expenses with program revenues identifies the extent to which each business segment or governmental function is self-financing or draws from the general revenues of the City.

**CITY OF OXFORD, MISSISSIPPI  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**NOTE 1 - SUMMARY OF SIGNIFICANT POLICIES (continued)**

Fund Financial Statements

During the year, the City segregates transactions related to certain City functions or activities in separate funds in order to aid financial management and to demonstrate legal compliance. Fund financial statements are designed to present financial information of the City at this more detailed level. Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the governmental-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported in separate columns in the fund financial statements. Non-major funds, where applicable, are aggregated and presented in a single column. Fiduciary funds are reported by type.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Government fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible in the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt services expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Significant revenues considered to be susceptible to accrual in addition to general property taxes include sales tax and various categorical grants. As a general rule the effect of interfund activity has been eliminated from the government-wide financial statements.

The City reports the following major Governmental Funds:

*General Fund* – The General Fund is used to account for all financial resources of the primary government except those required to be accounted for in another fund. The majority of current operations are financed by this fund. Transfers to other funds and agencies are made from this fund. Monies from other funds may be received unless prohibited by the purpose and object of such funds. This is a major fund.

*Oxford Reserve & Trust Fund* – The Oxford Reserve & Trust Fund is used to account for and report resources that are restricted to the extent that only earnings, and not principal, may be used for purposes that support the City's programs.

Additionally, the City reports the following fund types:

**CITY OF OXFORD, MISSISSIPPI  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**NOTE 1 - SUMMARY OF SIGNIFICANT POLICIES (continued)**

Governmental Funds

*Debt Service Fund* – The Debt Service Fund was established to receive and account for resources restricted for the payment of interest and principal on general improvement and school bonds, and notes and capital leases. This is a non-major governmental fund.

*Special Revenue Fund* – The Special Revenue Fund is used to account for the proceeds of specific federal and state grants that are legally restricted to expenditures for specified purposes. These are non-major governmental funds except for the Oxford Reserve and Trust Fund.

*Capital Projects Funds* – Capital Projects Funds are used to account for financial resources such as proceeds from the sale of bonds, bond anticipation notes, capital notes, transfers from governmental funds, and federal and state grants, all provided for the specific purpose of constructing, reconstructing or acquiring permanent or semi-permanent capital improvements. Capital improvements intended for Enterprise Fund use are not included in the Capital Projects Funds.

Proprietary Funds

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues for the proprietary funds are as follows: sale of water for the Water Fund, fees for providing solid waste services for the Environmental Services Fund and sale of electricity for the Electric Fund. Operating expenses for the enterprise funds include the cost of sales and services, administrative expenses, and depreciation of capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, and then unrestricted resources as they are needed.

*The Electric Fund* – This fund is used to account for the City's electric distribution system. This fund is responsible for electric power delivery to the residents of the City of Oxford.

*Combined Water and Sewer Fund* – This fund is used to account for the City's water treatment and distribution system. This fund is responsible for water delivery to the residents of the City of Oxford.

*Environmental Services Fund* – This fund is used to account for the cost of providing solid waste services to the City of Oxford.

Reporting Entity

In evaluating the City as a reporting entity, management has addressed all potential component units (traditionally separate reporting entities) for which the City may be financially accountable and, as such, should be included within the City's financial statements. The City (the primary government) is financially accountable if it appoints a voting majority of the organization's governing board and (1) it is able to impose its will on the organization or (2) there is a potential for the organization to provide specific financial benefits to or impose specific financial burdens on the City. Organizations for which the City is not financially accountable are also included when doing so is necessary in order to prevent the City's financial statements from being misleading.

**CITY OF OXFORD, MISSISSIPPI  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**NOTE 1 - SUMMARY OF SIGNIFICANT POLICIES (continued)**

Reclassifications

Certain accounts in the prior-year financial statements have been reclassified for comparative purposes to conform to the presentation in the current-year financial statements.

The financial statements are formatted to allow the user to clearly distinguish between the primary government and its component units. Because of the closeness of their relationship with the primary government (the City), some component units are blended as though they are part of the primary government.

Blended Component Unit

The Oxford Tourism Council – Established by the Legislature of the State of Mississippi in August 1998 for the promotion of tourism within the City. The Council is composed of five board members appointed by the City's mayor and board of aldermen with one of the five board members being a current alderman of the City. Although it is legally separate from the City, the Council is reported as if it were part of the primary government because its primary purpose is to provide tourism activities on behalf of the City.

Payments Between The City And Component Units

Resource flows between the primary government and blended component units are classified as interfund transactions in the financial statements.

Budgets and Budgetary Accounting

The Mayor and Board of Aldermen generally follow the following proposed budget calendar of the State Department of Audit in establishing the budgetary data reflected in the financial statements:

- (1) The Mayor and Board of Aldermen formulate the budget policy at the May board meeting.
- (2) Department budget requests are prepared by the appropriate people and submitted by the July board meeting.
- (3) A proposed budget is presented at the August meeting and a notice of public budget hearings and availability of the budget for inspection is published.
- (4) Between August 15th-30th a public hearing is held and the budget is adopted. The anticipated tax levy is reviewed to determine whether public notice is required on any levy.
- (5) Between September 1st-15th the budget must be adopted and the tax levy set.
- (6) Between September 1st-30th, in accordance with the City's population, the budget must be published in a municipal newspaper.
- (7) And, between September 15th-30th the budget as adopted should be written up, filed with the municipal clerk and public notice given of the availability of the budget for inspection.

Expenditures may not legally exceed budgeted appropriations at the activity level. During the year, several supplementary appropriations were necessary.

**CITY OF OXFORD, MISSISSIPPI  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**NOTE 1 - SUMMARY OF SIGNIFICANT POLICIES (continued)**

- (8) Further, budgets are used as management control devices in the General Debt Service and Proprietary Funds. These budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP), except the Proprietary Fund recognizes all expenditures for debt as expense and no depreciation expense is recognized.

Budgetary data for the Capital Projects Fund has not been presented in the accompanying combined financial statements as such funds are budgeted over the life of the respective project and not on an annual basis.

Unused appropriations for all of the above annually budgeted funds lapse at the end of the year. The budget amounts shown in the financial statements are the final authorized amounts after appropriate revisions during the year.

Expenditures may not legally exceed budgeted appropriations at the activity level except for capital outlays, election expenses and emergency expenditures.

Revenue Recognition - Property Taxes

Property taxes attach as an enforceable lien on property as of January 1. Taxes are levied on October 1 and are due and payable at that time. All unpaid taxes levied October 1 become delinquent February 1 of the following year.

Encumbrances

State law does not require that funds be available when goods or services are ordered, only when paid for. Due to this circumstance, the City does not employ an encumbrance system.

Cash and Cash Equivalents

For purposes of the statement of cash flows, all highly liquid debt instruments purchased with an original maturity of three months or less when acquired are considered to be cash equivalents.

Receivables

Receivables at September 30, 2023, consisted primarily of property and other taxes, accounts (billings for user charged services including unbilled utility services), intergovernmental receivables arising from entitlements and shared revenues, and accrued interest on investments.

The accrual amount of court fine receivables on the Statement of Net Position – Government-Wide has been reduced by \$6,953,760 to reflect the provision for uncollectible fines as determined by management's estimate.

Business Information

The City of Oxford, Mississippi provides electric, water and sewer services to customers located within the city limits of Oxford, Mississippi as well as a limited number of customers outside the city limits. Credit is extended to all of these customers for services.



**CITY OF OXFORD, MISSISSIPPI  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**NOTE 1 - SUMMARY OF SIGNIFICANT POLICIES (continued)**

Inventories

Inventories for proprietary fund types are valued at cost. The City does not maintain inventory records for any other fund types.

Prepaid Items

Prepaid items, such as prepaid insurance, are not reported for governmental fund types. This is permitted by generally accepted accounting principles.

Interfund Transactions and Balances

Transactions between funds that are representative of short-term lending/borrowing arrangements and transactions that have not resulted in the actual transfer of cash at the end of the fiscal year are referred to as "Due to/from other funds." Noncurrent portions of interfund receivables and payables are reported as "Advances to/from other funds." Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources. Interfund receivables and payable between funds within governmental activities are eliminated in the Statement of Net Position. Any outstanding balances between the governmental activities and business-type activities are reported in the government-wide financial statements as "Internal balances."

Restricted Assets

Governmental and proprietary fund assets required to be held and/or used as specified in bond indentures, bond resolutions, trustee agreements, board resolutions, and donor specifications have been reported as restricted assets. When both restricted and non-restricted assets are available for use, the policy is to use restricted assets first.

Capital Assets and Depreciation

Capital assets, which include property, plant, equipment, and infrastructure assets, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements and in the fund financial statements for proprietary funds. All capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Donated capital assets are capitalized at estimated fair market value on the date donated.

The City has adopted a capitalization threshold of \$1,000 for general fixed assets and a threshold of \$5,000 for infrastructure assets. The City has retroactively applied these thresholds to all general fixed assets in service. Depreciation of capital assets is computed and recorded by the straight-line method. Estimated useful lives of the various classes of depreciable capital assets are as follows:

Plant, Building, and Improvements	5 – 40 Years
Machinery and Equipment	5 – 15 Years
Furniture and Fixtures	5 – 20 Years
Vehicles	5 – 10 Years
Intangible Right to Use	Varies

**CITY OF OXFORD, MISSISSIPPI  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**NOTE 1 - SUMMARY OF SIGNIFICANT POLICIES (continued)**

Compensated Absences

The City's policy allows employees to accumulate unused vacation leave with no maximum. Upon termination, any accumulated vacation leave of up to 30 days will be paid to the employee. Sick leave will be paid only upon illness while an employee of the City.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until then.

Deferred amounts on pensions - The City has deferred outflows and inflows related to pensions which represents the City's proportionate share of the deferred outflows and inflows of resources reported by the pension plan in which the City participates. See Note 7 for further details.

Deferred amount on refunding - For current refunding's and advance refunding's resulting in defeasance of debt reported by governmental activities, business type activities, and proprietary funds, the difference between the reacquisition price and the net carrying amount of the old debt is reported as a deferred outflow of resources or a deferred inflow of resources and recognized as a component of interest expense in a systematic and rational manner over the remaining life of the old debt or the life of the new debt, whichever is shorter.

Leases - The Governmental Accounting Standards Board (GASB) issued Statement No. 87, Leases (GASB 87), to establish a single leasing model for accounting and reporting purposes. This guidance is intended to enhance the accountability, consistency and comparability of lease activities reported by governments. GASB 87 was implemented during fiscal year 2022.

The City uses the incremental borrowing rate to calculate the present value of lease payments when the rate implicit in the lease is not known.

Equity Classifications

Government-wide Financial Statements:

Equity is classified as Net Position and displayed in three components:

Net investment in capital assets - Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, notes, or other borrowings attributable to the acquisition, construction, or improvement of those assets.

Restricted net position - Consists of net position with constraints placed on the use either by external groups such as creditors, granters, contributors, or laws and regulations of other governments; or law through constitutional provisions or enabling legislation.

**CITY OF OXFORD, MISSISSIPPI  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**NOTE 1 - SUMMARY OF SIGNIFICANT POLICIES (continued)**

Unrestricted net position - All other net position not meeting the definition of "restricted" or "net investment in capital assets."

Net Position Flow Assumption:

When an expense is incurred for purposes for which both restricted and unrestricted resources are available, it is the City's general policy to use restricted resources first. When expenses are incurred for purposes for which unrestricted resources are available, and amounts in any of these unrestricted classifications could be used, it is the City's general policy to spend committed resources first, followed by assigned amounts, and then unassigned amounts.

Fund Financial Statements:

The City has implemented GASB Statement No. 54, "Fund Balance Reporting and Governmental Fund Type Definitions. In accordance with GASB Statement No. 54, the governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

- **Nonspendable:** This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact. The City has an obligation to maintain unemployment comp funds intact in lieu of periodic contributions to the state unemployment insurance program. The City has classified all funds associated with the unemployment comp fund as nonspendable. The City has \$839,502 of nonspendable fund balance as of September 30, 2023.
- **Restricted:** This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation. The City has classified the Forestry Grant, UMI Uninsured Motorist, and IDF Interlock Device funds in the General Fund as restricted. The City has classified all special revenue grant funds as restricted to the appropriate expenditure category. The City has also classified the 2 % Food and Beverage Tax, Hotel/Motel Tax, Oxford Transit, Conference Center, Oxford Tourism, and MDJ Unit Fund as restricted. The City has classified all the capital projects funds as restricted for capital projects. The City also considers the balance in the Oxford Municipal Reserve & Trust Fund as restricted due to a state senate bill. The City has \$67,689,928 of restricted fund balance as of September 30, 2023.
- **Committed:** This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the City's Board of Aldermen. These amounts cannot be used for any other purpose unless the Board of Aldermen removes or changes the specified use by taking the same type of action (ordinance or resolution) that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements. The City has classified the Crime Prevention/OPD Mounted Unit fund and the Tennis Sponsorships fund in the General Fund, as being committed because they were set aside for specific purposes by the Board of Aldermen. The City considers the balance in the debt service fund as committed based on Board authorization. The City also considers the Conference Center and Oxford Tourism Council funds as committed to tourism. The City has \$2,797,212 of committed fund balance as of September 30, 2023.

**CITY OF OXFORD, MISSISSIPPI  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**NOTE 1 - SUMMARY OF SIGNIFICANT POLICIES (continued)**

- Assigned: This classification includes amounts that are constrained by the City's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the Board of Aldermen or through the Board of Aldermen delegating this responsibility to the City's management through the budgetary process. This classification also includes the remaining positive fund balance for all governmental funds except for the General Fund. The City has classified the Cemetery Fund and Historic Homes Fund balances as assigned. The City has \$1,187,161 of assigned fund balance as of September 30, 2023.
- Unassigned: This classification includes the residual fund balance for the General Fund and all other amounts not included in other spendable classifications. The City has \$22,286,016 of unassigned fund balance as of September 30, 2023.

Fund Balance Flow Assumption:

When an expenditure is incurred for purposes for which both restricted and unrestricted (committed, assigned, or unassigned) resources are available, it is the City's general policy to use restricted resources first. When expenditures are incurred for purposes for which unrestricted (committed, assigned, and unassigned) resources are available, and amounts in any of these unrestricted classifications could be used, it is the City's general policy to spend committed resources first, followed by assigned amounts, and then unassigned amounts.

Intergovernmental Revenues in Governmental Funds

Intergovernmental revenues, consisting of grants, entitlements, and shared revenues, are usually recorded in governmental funds when measurable and available. However, the "available" criterion applies for certain federal grants and shared revenues when the expenditure is made because expenditure is the prime factor for determining eligibility. Similarly, if cost sharing or matching requirements exist, revenue recognition depends on compliance with these requirements.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates. Significant estimates used in preparing these financial statements include those assumed in computing the provision for uncollectible court fines and the net pension liability. It is as least reasonably possible that the significant estimate used will change within the next year.

Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City of Oxford's participation in the Public Employees' Retirement System of Mississippi (PERS), and additions to/deductions from the City of Oxford's fiduciary net position have been determined on the same basis as they are reported by the Public Employees' Retirement System of Mississippi (PERS). For this purpose, benefits (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms of the Public Employees' Retirement System of Mississippi (PERS).

**CITY OF OXFORD, MISSISSIPPI  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**NOTE 1 - SUMMARY OF SIGNIFICANT POLICIES (continued)**

Property Taxes

Property taxes, except motor vehicles, attach as an enforceable lien on property as of January 1st. The City bills and collects its own property taxes, except motor vehicle taxes, and also collects taxes for the Separate School District. Motor vehicle taxes are collected by the County Tax Collector and remitted to the City. Taxes are levied on October 1st and are due and payable at that time. All unpaid taxes levied October 1st become delinquent February 1st of the following year. Property tax revenues are recognized when they become available. Available includes those property tax receivables expected to be collected within thirty days after year end.

The millage was allocated as follows:

	<u>2023</u>		<u>2022</u>	
	<u>City</u>	<u>School District</u>	<u>City</u>	<u>School District</u>
General Fund	23.90	0.00	22.35	0.00
Park & Recreation	2.00	0.00	2.00	0.00
Library	0.74	0.00	0.74	0.00
City Debt Service				
2012 GO Bonds	0.84	0.00	0.94	0.00
2009 GO Bonds	0.63	0.00	0.74	0.00
2015 GO Bonds	1.14	0.00	1.38	0.00
2017A GO Bonds	0.93	0.00	1.10	0.00
2017B GO Bonds	0.93	0.00	1.07	0.00
2018A GO Bonds	0.33	0.00	0.38	0.00
School Bond & Interest	0.00	9.80	0.00	10.51
School Maintenance Fund	<u>0.00</u>	<u>51.71</u>	<u>0.00</u>	<u>51.00</u>
 Total	 <u>30.70</u>	 <u>61.51</u>	 <u>30.70</u>	 <u>61.51</u>

Changes in Accounting Standards

GASB 96, *Subscription-Based Information Technology Arrangements*, was implemented during the 2023 fiscal year. Prior to the issuance of this statement there was no accounting or financial reporting guidance specifically for SBITAs. The purposes of the standard is to establish uniform accounting and financial reporting requirements for SBITAs, to improve comparability of financial statements among governments that have entered into SBITAs, and to enhance understandability, relatability, relevance, and consistency of information about SBITAs. This standard had no impact on the City's financial statements.

**CITY OF OXFORD, MISSISSIPPI  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**NOTE 2 - CASH AND INVESTMENTS**

Cash and Investments

Cash - The carrying amount of the City's total deposits with financial institutions at September 30, 2023, was \$79,726,016, and the bank balance was \$83,450,299. The collateral for public entities' deposits in financial institutions are held in the name of the State Treasurer under a program established by the Mississippi State Legislature and is governed by Section 27- 105-5 Miss. Code Ann. (1972). Under this program, the entity's funds are protected through a collateral pool administered by the State Treasurer. Financial institutions holding deposits of public funds must pledge securities as collateral against those deposits. In the event of failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the Federal Deposit Insurance Corporation ("FDIC").

Custodial credit risk is the risk that in the event of the failure of a financial institution, the City will not be able to recover deposits or collateral securities that are in the possession of an outside party. The City does not have a formal policy for custodial credit risk. In the event of failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the Federal Deposit Insurance Corporation (FDIC). Deposits above FDIC coverage are collateralized by the pledging financial institution's trust department or agent in the name of the Mississippi State Treasurer on behalf of the City

Investments - State statutes, city bond ordinances and city resolutions authorize the City's investments. The City is authorized, by statute, to invest excess funds in any bonds or other direct obligations of the United States of America or the State of Mississippi, or of any county, municipality or school district of this state, when such county, municipal or school district bonds have been properly approved; or in interest-bearing time certificates of deposit with any financial institution approved for the deposit of funds.

Investments are valued at cost or amortized cost except for investments in the Oxford Reserve and Trust Fund that are reported at market value.

For more detail on investments see Note 10.

**NOTE 3 - CONTINGENT LIABILITIES**

Litigation

From time to time, the City is a defendant in various litigations arising out of normal business activities. Although the City carries commercial insurance to protect itself against damage claims, it is possible that the ultimate resolution of cases may exceed the City's insured limits. Management, with the advice of legal counsel, is of the opinion that the ultimate resolution of these matters will not have a material adverse effect on the financial statements.

Federally Assisted Programs – Compliance Audits

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time, although the City expects such amounts, if any, to be immaterial.

**CITY OF OXFORD, MISSISSIPPI  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**NOTE 4 - CAPITAL ASSETS**

The following is a summary of governmental activities capital asset activity as of September 30, 2023:

Primary Government:

	Balance 9/30/22	Additions	Adjustments/ Transfers/ Disposals	Balance 9/30/23
Capital Assets, not being depreciated:				
Land	\$ 7,013,320	\$ 15,520	\$	\$ 7,028,840
Construction in Progress	<u>4,818,607</u>	<u>5,622,707</u>	<u>(4,886,890)</u>	<u>5,554,424</u>
Total Capital Assets, not being depreciated	11,831,927	5,638,227	(4,886,890)	12,583,264
Capital Assets being depreciated				
Plant, Buildings & Improvements	61,955,470	96,079	1,792,331	63,843,880
Infrastructure	63,644,675	-	3,094,559	66,739,234
Machinery & Equipment	27,763,590	3,503,080	(1,468,856)	29,797,814
Intangible Right to Use Building	<u>194,356</u>	<u>-</u>	<u>-</u>	<u>194,356</u>
Total Capital Assets being depreciated	153,558,091	3,599,159	3,418,034	160,575,284
Less: Accumulated Depreciation for:				
Plant, Buildings & Improvements	(13,685,436)	(1,517,311)	-	(15,202,747)
Infrastructure	(28,202,261)	(1,808,792)	-	(30,011,053)
Machinery & Equipment	(17,918,955)	(1,851,348)	604,486	(19,165,817)
Intangible Right to Use Building	<u>(49,623)</u>	<u>(49,623)</u>	<u>-</u>	<u>(99,246)</u>
Total Accumulated Depreciation	(59,856,275)	(5,227,074)	604,486	(64,478,863)
Total Capital Assets, depreciated, net	<u>93,701,816</u>	<u>(1,627,915)</u>	<u>4,022,521</u>	<u>96,096,421</u>
Governmental Activities Capital Assets	<u>\$ 105,533,743</u>	<u>\$ 4,010,312</u>	<u>\$ (864,369)</u>	<u>\$ 108,679,685</u>
Total capital assets, net, excluding intangible right to use assets			\$	108,584,575
Intangible right to use assets, net				<u>95,110</u>
Total capital assets, net, as reported in the statement of net position			\$	<u><u>108,679,685</u></u>

**CITY OF OXFORD, MISSISSIPPI  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**NOTE 4 - CAPITAL ASSETS (continued)**

A summary of business-type capital asset activity at September 30, 2023 follows:

	<u>Balance</u> 10/1/2022	<u>Additions</u>	<u>Transfers/ Disposals</u>	<u>Balance</u> 9/30/2023
Capital Assets, not being depreciated:				
Land	\$ 1,109,239	\$ -	\$ -	\$ 1,109,239
Construction in Progress	<u>16,610,176</u>	<u>5,782,486</u>	<u>(13,464,448)</u>	<u>8,928,214</u>
Total Capital Assets, not being depreciated	17,719,415	5,782,486	(13,464,448)	10,037,453
Capital Assets being depreciated				
Plant, Buildings & Improvements	122,044,343	1,256,370	13,365,956	136,666,669
Machinery & Equipment	<u>15,176,416</u>	<u>3,755,283</u>	<u>(1,054,918)</u>	<u>17,876,781</u>
Total Capital Assets being depreciated	137,220,759	5,011,653	12,311,038	154,543,450
Less: Accumulated Depreciation for:				
Plant, Buildings & Improvements	(61,475,833)	(4,937,639)	165,209	(66,248,263)
Machinery & Equipment	<u>(9,677,297)</u>	<u>(1,158,027)</u>	<u>651,560</u>	<u>(10,183,764)</u>
Total Accumulated Depreciation	(71,153,130)	(6,095,666)	816,769	(76,432,027)
Total Capital Assets, depreciated, net	<u>66,067,629</u>	<u>(1,084,013)</u>	<u>13,127,807</u>	<u>78,111,423</u>
Business Type Activities Capital Assets	\$ <u>83,787,044</u>	\$ <u>4,698,473</u>	\$ <u>(336,641)</u>	\$ <u>88,148,876</u>

Depreciation of all exhaustible fixed assets used by proprietary funds is charged as an expense against operations

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental Activities:

General Government	\$ 793,291
Public Safety	1,272,062
Public Works	1,590,621
Culture & Recreation	1,028,410
Tourism Promotion	94,939
Transit Operation	436,605
Other Functions	<u>11,146</u>
Total Depreciation Expense – Governmental Activities	<u>\$ 5,227,074</u>



**CITY OF OXFORD, MISSISSIPPI  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**NOTE 4 - CAPITAL ASSETS (continued)**

Business-type Activities:		
Electric Department	\$	1,324,001
Environmental Services		873,681
Water and Sewer		<u>3,897,984</u>
 Total Depreciation Expense – Business-type Activities	 \$	 <u><u>6,095,666</u></u>

**NOTE 5 - LONG-TERM DEBT**

General obligation bonds issued for governmental activity purposes are liquidated by the debt service fund, whereas, general obligation bonds issued for component unit purposes are liquidated by the component unit. Revenue bonds and promissory notes issued for business-type activities or by component units are repaid from those activities or component units.

The annual requirements to amortize all general obligation bonds, special assessment bonds, revenue bonds and notes outstanding as of September 30, 2023 are as follows:

Fiscal Year Ending	<u>Governmental Activities</u>		<u>Business-type Activities</u>		<u>Total</u>
	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>	
<u>September 30,</u>					
2024	\$ 4,256,989	\$ 1,036,619	\$ 3,059,358	\$ 540,731	\$ 8,893,697
2025	3,584,156	920,127	2,966,000	469,398	7,939,681
2026	3,700,826	777,601	2,776,000	407,109	7,661,536
2027	3,781,860	675,774	2,574,000	346,682	7,378,316
2028	2,594,825	580,058	1,504,000	296,962	4,975,845
2029-2033	10,007,934	1,959,025	4,758,000	1,035,239	17,760,198
2034-2038	9,042,957	620,777	3,855,000	484,650	14,003,384
2039-2043	<u>222,046</u>	<u>6,198</u>	<u>860,000</u>	<u>25,800</u>	<u>1,114,044</u>
Total	<u>\$ 37,191,593</u>	<u>\$ 6,576,179</u>	<u>\$ 22,352,358</u>	<u>\$ 3,606,571</u>	<u>\$ 69,726,701</u>

**CITY OF OXFORD, MISSISSIPPI  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**NOTE 5 - LONG-TERM DEBT (continued)**

A summary of general long-term debt is as follows:

<u>Governmental Activities</u>	<u>Balance</u> <u>10/01/22</u>	<u>Issued</u>	<u>Retired</u>	<u>Balance</u> <u>09/30/23</u>	<u>Current</u> <u>Maturity</u>
General Obligation Bonds & Notes:					
General Obligation Bond Series 2017A, \$7,500,000 with interest at 3.0% maturing in 2037	\$ 6,050,000	\$ -	\$ 320,000	\$ 5,730,000	\$ 330,000
General Obligation Bond Series 2017B, \$7,500,000 with variable interest at 3.0% to 4.0% maturing in 2038	6,360,000	-	310,000	6,050,000	320,000
General Obligation Refunding Bond Series 2022, \$7,799,000 with variable interest at 1.69 to 2.14% maturing in 2038	7,761,000	-	39,000	7,722,000	40,000
General Obligation Bond Series 2009, \$3,800,000 with variable interest at 3.0% to 3.75% maturing in 2024	665,000	-	325,000	340,000	340,000
General Obligation Bond Series 2012, \$5,500,000 with variable interest at 1.625% to 2.25% maturing in 2027	2,065,000	-	395,000	1,670,000	400,000
General Obligation Note Series 2022, \$725,000 with interest at 1.65% maturing in 2027	725,000	-	145,000	580,000	145,000
General Obligation Note Series 2019, \$1,900,000 with interest at 2.41% maturing in 2024	760,000	-	380,000	380,000	380,000
General Obligation Refunding Bond Series 2018A, \$2,700,000 with interest at 2.5% to 3.5% maturing in 2038	2,280,000	-	115,000	2,165,000	115,000
General Obligation Refunding Bond Series 2018C, \$1,050,000 with interest at 3.5% to 4.0% maturing in 2028	675,000	-	100,000	575,000	105,000
General Obligation Refunding Bond Series 2018B, \$9,950,000 with interest at 3.0% to 4.0% maturing in 2038	1,230,000	-	395,000	835,000	410,000
General Obligation Refunding Bond Series 2015, \$6,590,000 with variable interest at 2.0% to 2.5% maturing in 2027	3,075,000	-	585,000	2,490,000	600,000

**CITY OF OXFORD, MISSISSIPPI  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**NOTE 5 - LONG-TERM DEBT (continued)**

	Balance <u>10/01/22</u>	<u>Issued</u>	<u>Retired</u>	Balance <u>09/30/23</u>	Current <u>Maturity</u>
Tax Increment Financing Bonds, Series 2019, \$3,820,000 with interest at 3.0% to 4.0% maturing in 2034	\$ 3,580,000	\$ -	\$ 245,000	\$ 3,335,000	\$ 255,000
General Obligation Refunding Bonds, Series 2023, \$2,300,000 with interest at 4.76% maturing in 2028	<u>-</u>	<u>2,300,000</u>	<u>-</u>	<u>2,300,000</u>	<u>460,000</u>
Total General Obligation Bonds & Notes	\$ <u>35,226,000</u>	\$ <u>2,300,000</u>	\$ <u>3,354,000</u>	\$ <u>34,172,000</u>	\$ <u>3,900,000</u>
Special Assessment Bonds:					
Special Assessment Bond Series 2014, \$1,600,000 with variable interest at 2.250% to 2.625% maturing in 2029	\$ <u>845,000</u>	\$ <u>-</u>	\$ <u>110,000</u>	\$ <u>735,000</u>	\$ <u>115,000</u>
Total Special Assessment Bonds	\$ <u>845,000</u>	\$ <u>-</u>	\$ <u>110,000</u>	\$ <u>735,000</u>	\$ <u>115,000</u>
Financed Purchases:					
Regions Bank - \$1,676,026 (Governmental Activities \$225,145) with interest at 2.21% maturing 2024	\$ <u>107,793</u>	\$ <u>-</u>	\$ <u>40,519</u>	\$ <u>67,274</u>	\$ <u>49,991</u>
Total Financed Purchases	\$ <u>107,793</u>	\$ <u>-</u>	\$ <u>40,519</u>	\$ <u>67,274</u>	\$ <u>49,991</u>
Other Loans from Direct Borrowings:					
State of Mississippi - CAP Loan \$1,000,000 with interest at 2.0% maturing 2028	\$ 323,257	\$ -	\$ 54,815	\$ 268,441	\$ 55,627
State of Mississippi - CAP Loan \$1,400,000 with interest at 2.0% maturing 2042	\$ 1,324,428	\$ -	\$ 59,292	\$ 1,265,136	\$ 60,237
State of Mississippi - CAP Loan \$808,362 with interest at 2.0% maturing 2032	<u>758,665</u>	<u>-</u>	<u>74,923</u>	<u>683,742</u>	<u>76,134</u>
Total Other Loans from Direct Borrowings	\$ <u>2,406,349</u>	\$ <u>-</u>	\$ <u>189,030</u>	\$ <u>2,217,319</u>	\$ <u>191,998</u>
Total all Governmental Activities	\$ <u>38,585,142</u>	\$ <u>2,300,000</u>	\$ <u>3,693,549</u>	\$ <u>37,191,593</u>	\$ <u>4,256,989</u>

**CITY OF OXFORD, MISSISSIPPI  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**NOTE 5 - LONG-TERM DEBT (continued)**

<u>Business-Type Activities</u>	<u>Balance</u> <u>10/01/22</u>	<u>Issued</u>	<u>Retired</u>	<u>Balance</u> <u>09/30/23</u>	<u>Current</u> <u>Maturity</u>
Revenue Bonds:					
Water & Sewer Refunding Bonds Series 2014- \$3,855,000 original issue with interest at 1.05% to 5.0%, maturing 2027	\$ 1,905,000	\$ -	\$ 405,000	\$ 1,500,000	\$ 420,000
General Obligation Note Series 2017-\$1,200,000 original issue with interest at 2.00% maturing 2023	240,000	-	240,000	-	-
General Obligation Note Series 2022-\$2,175,000 original issue with interest at 1.65%, maturing 2027	2,175,000	-	435,000	1,740,000	435,000
Water & Sewer Refunding Bonds Series 2012- \$2,360,000 original issue with interest at 1.0% to 2.625%, maturing 2025	630,000	-	250,000	380,000	130,000
Water & Sewer Revenue Bonds Series 2019 - \$12,400,000 original issue with variable interest at 3.0 to 4.0%, maturing 2039	11,070,000	-	475,000	10,595,000	495,000
Water & Sewer Refunding Bonds Series 2020 - \$1,598,000 original issue with variable interest at 3.8 to 4.0%, maturing 2028	1,165,000	-	222,000	943,000	226,000
Water & Sewer Refunding Bonds Series 2020B - \$5,164,000 original issue with interest at 1.55%, maturing 2030	4,201,000	-	531,000	3,670,000	549,000
Water & Sewer Refunding Bonds Series 2021 - \$4,480,000 original issue with interest at 1.36%, maturing 2029	<u>3,760,000</u>	<u>-</u>	<u>515,000</u>	<u>3,245,000</u>	<u>525,000</u>
Total Revenue Bonds	\$ <u>25,146,000</u>	\$ <u>-</u>	\$ <u>3,073,000</u>	\$ <u>22,073,000</u>	\$ <u>2,780,000</u>

**CITY OF OXFORD, MISSISSIPPI  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**NOTE 5 - LONG-TERM DEBT (continued)**

	Balance <u>10/01/22</u>	Issued	Retired	Balance <u>09/30/23</u>	Current <u>Maturity</u>
Financed Purchases:					
Regions Bank - \$1,676,026 (Business-Type Activities \$1,450,881) with interest at 2.21%, maturing 2024	\$ 577,901	\$ -	\$ 298,543	\$ 279,358	\$ 279,358
Total Financed Purchases	\$ 577,901	\$ -	\$ 298,543	\$ 279,358	\$ 279,358
 Total Business-Type Activities	 \$ 25,723,901	 \$ -	 \$ 3,371,543	 \$ 22,352,358	 \$ 3,059,358

General Obligation Bonds – General obligation bonds are direct obligations and pledge the full faith and credit of the City. General obligation bonds are subject to optional redemption at various dates.

The City has two loans owed to the Mississippi Development Authority in which the proceeds were used for capital acquisitions and improvements. The outstanding notes from direct borrowings contain a provision in the event of default, outstanding amounts become immediately due. Furthermore, the direct borrowings contain an acceleration clause that allows the lender to accelerate the repayment schedule. Also, default can result in the forfeiture of sales tax allocation and/or homestead exemption reimbursements in an amount sufficient to repay obligations due.

Revenue Bonds – The City also issues revenue bonds where the City pledges income derived from the acquired or constructed assets to pay debt service. Revenue bonds are subject to optional redemption at various dates.

Legal Debt Margin – The City is subject to the limitations of indebtedness prescribed by Section 21-33-303, Miss. Code Ann. (1972). No municipality may issue bonds secured by its full faith and credit in an amount which, when added to the then outstanding bond indebtedness for such municipality, which would exceed the 15% and 20% tests prescribed in Section 21-33-303. These percentages are applied to the assessed value of the taxable property within such municipality, with certain types of bond issues being excluded from the authorized debt limit test. As of September 30, 2023, the amount of outstanding debt was within the allowable amount.

Prior Year Defeasance of Debt – In prior years, the City defeased certain general obligation bonds by placing the proceeds of new bonds in an irrevocable trust to provide for all future debt service payments on the old bonds. Accordingly, the trust account assets and the liability for the defeased bonds are not included in the City’s financial statements. On September 30, 2023, \$7,280,000 of bonds outstanding were considered defeased.

**NOTE 6 – LEASES**

The city is a lessee for various noncancellable leases of equipment. For leases that have a maximum possible term of 12 months or less at commencement, the city recognizes expense based on the provisions of the lease contract. For all other leases, the city recognized a lease liability and an intangible right-of-use asset.

**CITY OF OXFORD, MISSISSIPPI  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**NOTE 6 – LEASES (continued)**

At lease commencement, the council initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, less lease payments made at or before the lease commencement date, plus any initial direct costs ancillary to placing the underlying asset into service, less any lease incentives received at or before the lease commencement date. Subsequently, the lease asset is amortized in depreciation and amortization expense on a straight-line basis over the shorter of the lease term or the useful life of the underlying asset.

The city generally uses an approximation of its incremental borrowing rate as the discount rate for leases unless the rate that the lessor charges is known. That rate is calculated based on management’s assessment of current debt and current interest rates.

The lease term includes the noncancellable period of the lease plus any additional periods covered by either a city or lessor option to extend for which it is reasonably certain to be exercised or terminate for which it is reasonably certain to not be exercised. Periods in which both the city and the lessor have a unilateral option to terminate (or if both parties have agreed to extend) are excluded from the lease term.

**As Lessee**

Lease Assets:

Following is a summary of changes in lease assets and liabilities for the year ended September 30, 2023:

	Beginning Balance 10/1/2022	Additions	Adjustments	Amortization	Ending Balance 9/30/2023
Building	\$ 144,733	-	-	(49,623)	95,110
Total	<u>144,733</u>	<u>-</u>	<u>-</u>	<u>(49,623)</u>	<u>95,110</u>

Amortization is computed on a straight-line basis over the lesser of the estimated useful lives of the assets leased or the lease term, whichever is shorter. Useful lives are determined in the same way as depreciable capital assets.

Lease Liabilities:

The city leases a building to optimize its cash flows year-over-year. The following is a schedule changes in lease liabilities:

	Beginning Balance 10/1/2022	Additions	Adjustments	Payments	Ending Balance 9/30/2023
Building	\$ 149,833	-	-	(48,515)	101,318
Total	<u>149,833</u>	<u>-</u>	<u>-</u>	<u>(48,515)</u>	<u>101,318</u>

**CITY OF OXFORD, MISSISSIPPI  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**NOTE 6 – LEASES (continued)**

<u>Description</u>	<u>Date of Issue</u>	<u>Date of Maturity</u>	<u>Interest Rate</u>	<u>Monthly Payment</u>	<u>Amount Outstanding</u>
Building	9/1/2020	8/1/2025	2.14%	Various	<u>\$ 101,318</u>
Total Leases Payable					<u>\$ 101,318</u>

The lease is a variable payment lease without a buyout option. The following is a schedule by years of the total payments due on notes payable:

	<u>Lease Payable</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 52,343	\$ 1,657	\$ 54,000
2025	<u>48,975</u>	<u>526</u>	<u>49,501</u>
Totals	<u>\$ 101,318</u>	<u>\$ 2,183</u>	<u>\$ 103,501</u>

**As Lessor**

The city has evaluated its current leases as lessor and determined that its leases as lessor are immaterial, both individually and in the aggregate and therefore are not reported under long-term leases.

**NOTE 7 - DEFINED BENEFIT PENSION PLAN**

*General Information about the Pension Plan*

Plan Description. The City of Oxford, Mississippi contributes to the Public Employees' Retirement System of Mississippi (PERS), a cost-sharing, multiple-employer, defined benefit pension plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. Plan provisions and the Board of Trustees' authority to determine contribution rates are established by Miss. Code Ann. Section 25-11-1 et seq., (1972, as amended) and may be amended only by the State of Mississippi Legislature. PERS issues a publicly available financial report that includes financial statements and required supplementary information. That information may be obtained by writing to Public Employees' Retirement System, PERS Building, 429 Mississippi Street, Jackson, MS 39201-1005 or by calling 1-800-444-PERS.

**CITY OF OXFORD, MISSISSIPPI  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**NOTE 7 - DEFINED BENEFIT PENSION PLAN (continued)**

Benefits Provided. Membership in PERS is a condition of employment granted upon hiring for qualifying employees and officials of the State of Mississippi, state universities, community and junior cities, and teachers and employees of the public school districts. For those persons employed by political subdivisions and instrumentalities of the State of Mississippi, membership is contingent upon approval of the entity's participation in PERS by the PERS' Board of Trustees. If approved, membership for the entity's employees is a condition of employment and eligibility is granted to those who qualify upon hiring. Participating members who are vested and retire at or after age 60 or those who retire regardless of age with at least 30 years of creditable service (25 years of creditable service for employees who became members of PERS before July 1, 2011) are entitled, upon application, to an annual retirement allowance payable monthly for life in an amount equal to 2.0 percent of their average compensation for each year of creditable service up to and including 30 years (25 years for those who became members of PERS before July 1, 2011), plus 2.5 percent for each additional year of creditable service with an actuarial reduction in the benefit for each year of creditable service below 30 years or the number of years in age that the member is below 65, whichever is less. Average compensation is the average of the employee's earnings during the four highest compensated years of creditable service. Benefits vest upon completion of eight years of membership service (four years of membership service for those who became members of PERS before July 1, 2007). PERS also provides certain death and disability benefits. A Cost-of-Living Adjustment (COLA) payment is made to eligible retirees and beneficiaries. The COLA is equal to 3.0 percent of the annual retirement allowance for each full fiscal year of retirement up to the year in which the retired member reaches age 60 (55 for those who became members of PERS before July 1, 2011), with 3.0 percent compounded for each fiscal year thereafter. Plan provisions are established and may be amended only by the State of Mississippi Legislature.

Contributions. At September 30, 2023, PERS members were required to contribute 9.00% of their annual covered salary, and the City is required to contribute at an actuarially determined rate. The employer's rate at September 30, 2023 and June 30, 2023 was 17.40% of annual covered payroll. The contribution requirements of PERS members and employers are established and may be amended only by the State of Mississippi Legislature. The City of Oxford (including the Oxford Tourism Council)'s contributions (employer share only) to PERS for the years ending September 30, 2023, 2022 and 2021 were \$4,076,239, \$3,643,715 and \$3,171,905, respectively, equal to the required contributions for each year.

The City of Oxford-Electric Department's contributions (employer share only) to PERS for the years ending June 30, 2023, 2022 and 2021 were \$306,958, \$302,651 and \$283,145, respectively, equal to the required contributions for each year.

*Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions*

At September 30, 2023, the City of Oxford (including the Oxford Tourism Council) reported a liability of \$80,705,512 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City of Oxford's proportion of the net pension liability was based on a projection of the City of Oxford's long-term share of contributions to the pension plan relative to projected contributions of all participating entities, actuarially determined. The City of Oxford's proportionate share used to calculate the September 30, 2023 net pension liability was 0.320880 percent, which was based on a measurement date of



**CITY OF OXFORD, MISSISSIPPI  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**NOTE 7 - DEFINED BENEFIT PENSION PLAN (continued)**

June 30, 2023. This was an increase of .027803 percent from its proportionate share used to calculate the September 30, 2022 net pension liability, which was based on a measurement date of June 30, 2022.

At June 30, 2023, the City of Oxford-Electric Department reported a liability of \$5,200,623 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City of Oxford-Electric Department's proportion of the net pension liability was based on a projection of the City of Oxford-Electric Department's long-term share of contributions to the pension plan relative to projected contributions of all participating entities, actuarially determined. The City of Oxford-Electric Department's proportionate share used to calculate the June 30, 2023 net pension liability was 0.025266 percent, which was based on a measurement date of June 30, 2022. This was an increase of .000792 percent from its proportionate share used to calculate the June 30, 2022 net pension liability, which was based on a measurement date of June 30, 2021.

For the year ended September 30, 2023, the City of Oxford (including Oxford Tourism Council) recognized pension expense of \$14,011,677. At September 30, 2023, the City of Oxford (including Oxford Tourism Council) reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	\$ 1,969,350	\$ -
Net Difference Between Projected and Actual		
Earnings on Pension Plan Investments	3,545,398	-
Changes of Assumptions	9,292,778	-
Changes in the Proportion and Differences Between the City's Contributions and Proportionate Share of Contributions	2,892,745	972,871
City Contributions Subsequent to the Measurement Date	922,395	-
Total	\$ 18,622,666	\$ 972,871

\$922,395 reported as deferred outflows of resources related to pensions resulting from City of Oxford (including Oxford Tourism Council) contributions subsequent to the measurement date will be recognized as a reduction to the net pension liability in the year ended September 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Fiscal Year Ending September 30,	Amount
2024	\$ 6,009,725
2025	4,711,448
2026	5,982,229
2027	23,998
Total	\$ 16,727,400

**CITY OF OXFORD, MISSISSIPPI  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**NOTE 7 - DEFINED BENEFIT PENSION PLAN (continued)**

For the year ended June 30, 2023, the City of Oxford-Electric Department recognized pension expense of \$713,215. At June 30, 2023, the City of Oxford-Electric Department reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	\$ 73,601	\$ -
Net Difference Between Projected and Actual		
Earnings on Pension Plan Investments	273,184	-
Changes of Assumptions	179,884	-
Department Contributions Subsequent to the Measurement Date	306,958	-
Total	\$ 833,627	\$ -

\$306,958 reported as deferred outflows of resources related to pensions resulting from City of Oxford-Electric Department contributions subsequent to the measurement date will be recognized as a reduction to the net pension liability in the year ended June 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources will be recognized in pension expense as follows:

Fiscal Year Ending June 30,	Amount
2024	\$ (210,387)
2025	163,096
2026	164,912
2027	121,554
2028	287,494
Total	\$ 526,669

Actuarial Assumptions. City of Oxford. The total pension liability as of June 30, 2023 was determined by an actuarial valuation prepared as of June 30, 2022, by the new actuarial assumptions adopted by the Board subsequent to the June 30, 2022 valuation based on the experience investigation for the four-year period ending June 30, 2022, and by the investment experience for the fiscal year ending June 30, 2023. The following actuarial assumptions are applied to all periods included in the measurement:

Inflation	2.40%
Salary increases	2.65-17.90%, including inflation
Investment rate of return	7.00%, net of pension plan investment expense, including inflation

Actuarial Assumptions. City of Oxford-Electric Department. The total pension liability as of June 30, 2022 was determined by actuarial valuation prepared as of June 30, 2021, and by the investment experience for the fiscal year ending June 30, 2022. The following actuarial assumptions are applied to all periods included in the measurement:

Inflation	2.40%
Salary increases	2.65-17.90%, including inflation
Investment rate of return	7.55%, net of pension plan investment expense, including inflation

**CITY OF OXFORD, MISSISSIPPI  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**NOTE 7 - DEFINED BENEFIT PENSION PLAN (continued)**

Mortality rates for service retirees were based on the PubS.H-2010(B) Retiree Table with the following adjustments: For males, 95% of male rates up to age 60, 110% for ages 61 to 75 and 101% for ages above 77. For females, 84% of female rates up to age 72 and 100% for ages above 76. Mortality rates for disability retirees were based on the PubG.H-2010 Disabled Table adjusted 134% for males and 121% for females. Mortality rates for Contingent Annuitants were based on the PubS.H-2010(B) Contingent Annuitant Table, adjusted 97% for males and 110% for females. Mortality rates will be projected generationally using the MP-2020 projection scale to account for future improvements in life expectancy.

The actuarial assumptions as of June 30, 2023 used for the purposes of determining the total pension liability were based on the results of an actuarial experience study for the four-year period from July 1, 2018 to June 30, 2022. The experience report is dated April 21, 2023.

The actuarial assumptions as of June 30, 2022 used for the purposes of determining the total pension liability were based on the results of an actuarial experience study for the four-year period from July 1, 2016 to June 30, 2020. The experience report is dated April 20, 2021.

The long-term expected rate of return on pension plan investments was determined using a lognormal distribution analysis in which best-estimate ranges of expected future real rates of return (expected nominal returns, net of pension plan investment expense and the assumed rate of inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The most recent target asset allocation and best estimates of arithmetic real rates of return for each major asset class as of June 30, 2023 and 2022, are summarized in the following table:

Asset Class	2023		2022	
	Target Allocation	Long-Term Expected Real Rate of Return	Target Allocation	Long-Term Expected Real Rate of Return
Domestic Equity	27.00%	4.75%	25.00%	4.60%
International Equity	22.00%	4.75%	20.00%	4.50%
Global Equity	12.00%	4.95%	12.00%	4.85%
Fixed Income	20.00%	1.75%	18.00%	1.40%
Real Estate	10.00%	3.25%	10.00%	3.65%
Private Equity	8.00%	6.00%	10.00%	6.00%
Private Infrastructure	-	-	2.00%	4.00%
Private Credit	-	-	2.00%	4.00%
Cash Equivalents	1.00%	0.25%	1.00%	-0.10%
<b>Total</b>	<b>100.00%</b>		<b>100.00%</b>	

**CITY OF OXFORD, MISSISSIPPI  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**NOTE 7 - DEFINED BENEFIT PENSION PLAN (continued)**

Discount Rate – As of June 30, 2023 the discount rate used to measure the total pension liability was 7.00 percent. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate (9.00 percent) and that employer contributions will be phased in to 22.40 percent over three fiscal years (17.40 percent for FYE 2024, 19.40 percent for FYE 2025, 21.40 percent for FYE 2026, and 22.40 percent for FYE 2027). Based on those assumptions, the pension plan’s fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Discount Rate. As of June 30, 2022 the discount rate used to measure the total pension liability was 7.55 percent. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate (9.00%) and that employer contributions will be made at the current contribution rate (17.40%). Based on those assumptions, the pension plan’s fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity to the City’s Proportionate Share of the Net Pension Liability to Changes in the Discount Rate. The following presents City of Oxford (including Oxford Tourism Council)’s proportionate share of the net pension liability using the discount rate of 7.00 percent, as well as what the City of Oxford (including Oxford Tourism Council)’s proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.00 percent) or 1-percentage-point higher (8.00 percent) than the current rate:

	Discount Rate	City’s Proportionate Share of Net Pension Liability
1% decrease	6.00%	\$104,071,805
Current discount rate	7.00%	\$80,705,512
1% increase	8.00%	\$61,530,873

The following presents the City of Oxford-Electric Department’s proportionate share of the net pension liability using the discount rate of 7.55 percent, as well as what the City of Oxford-Electric Department’s proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.55 percent) or 1-percentage-point higher (8.55 percent) than the current rate:

	Discount Rate	City’s Proportionate Share of Net Pension Liability
1% decrease	6.55%	\$6,788,000
Current discount rate	7.55%	\$5,200,623
1% increase	8.55%	\$3,893,000

Pension Plan Fiduciary Net Position. Detailed information about the pension plan’s fiduciary net position is available in the separately issued PERS financial report.

**CITY OF OXFORD, MISSISSIPPI  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**NOTE 8 - RISK MANAGEMENT**

The City of Oxford is exposed to various risks of losses related to torts: theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. Significant losses are covered by commercial insurance for all major programs of the City except for certain employment practices liabilities, certain environmental liabilities, worker's compensation liabilities funded through a public entity risk pool, and catastrophic natural disasters that may exceed insurance coverage for which the City retains the risk of loss.

Risk of loss related to workers compensation for injuries to City employees is covered through the Mississippi Municipal Workers' Compensation Group, a public entity risk pool. The pool was formed on March 28, 1989, by the Mississippi Nonprofit Corporation Act, pursuant to Section 71-3-75, Mississippi Code Annotated (1972), to provide public entities within the State of Mississippi workers compensation and employer's liability coverage. The City pays premiums to the pool for its workers' compensation insurance coverage based on total payroll. The participation agreement provides that the pool will be self-sustaining through member premiums. The risk of loss is remote for claims exceeding the pool's retention liability. Expenditures and claims are recognized when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. In determining claims, events that might create claims, but for which none have been reported, are considered.

For insured programs there have been no significant reductions in insurance coverage. Settlement amounts have not exceeded insurance coverage for the current year or the three prior years. The City Attorney estimates that the amount of actual or potential claims against the City as of September 30, 2023, will not materially affect the financial condition of the City. Therefore, no provisions have been made for estimated claims. There have been no material claims paid by the City during the current or prior year.

**NOTE 9 - COMMITMENTS**

The electric system has a power contract with the Tennessee Valley Authority (TVA) whereby the electric system purchases all its electric power from TVA and is subject to certain restrictions and conditions as provided for in the power contract. Such restrictions include, but are not limited to, prohibitions against furnishing, advancing, lending, pledging or otherwise diverting electric system funds, revenues or property to other operations of the city and the purchase or payment of, or providing security for indebtedness on other obligations applicable to such other operations.

**NOTE 10 - THE CITY OF OXFORD MUNICIPAL RESERVE AND TRUST FUND**

This fund was established by Senate Bill Number 3128 for a period of twenty years. All proceeds received by the City from the sale of the Oxford-Lafayette Medical Center shall be deposited into this fund. The fund is to be administered, managed, invested and governed by a board of trustees. The board is to consist of nine members: the mayor; the mayor pro tem; an alderman; and six non aldermen with terms of one year, two years, three years, four years, five years, and six years. The alderman will serve for two years. The trustees shall establish a comprehensive investment plan for the purpose of this act. The comprehensive investment plan shall specify the policies to be utilized by the board of trustees in its administration of the fund. The board of trustees shall invest the fund in any of the investments authorized for the Public Employees' Retirement System of Mississippi under Section 25-11-121(1), Mississippi Code of 1972.

**CITY OF OXFORD, MISSISSIPPI  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**NOTE 10 - THE CITY OF OXFORD MUNICIPAL RESERVE AND TRUST FUND (continued)**

The fund shall be divided into two components, the corpus component and the earnings component. The corpus component shall consist of the initial deposit of \$30,000,000 and subsequent deposits from the annual income earned. Except, as otherwise provided in the trust agreement, the corpus shall be inviolate and maintained and used to generate income and shall not be invaded or used by the Board of Trustees or the Governing Authorities.

The earnings component shall be considered an amount equal to three percent (3%) of the amount of the full fund balance whether or not the corpus component has generated any income in that fiscal year. All remaining portions of the accrued income earned shall remain in the fund as part of the corpus component. Funds comprising the earnings component shall be transferred from the fund to the general fund of the City at the direction of the Clerk and shall be available for appropriation and spending by the Governing Authorities.

The corpus component can be used upon a three-fourths majority vote of the board of aldermen and with approval by the mayor, the governing authorities are authorized to withdraw monies from the corpus component and have the monies disbursed to the City for appropriation and spending, in the event of the following:

- (a) A state of emergency or local emergency has been declared under federal, state, or local law; or
- (b) Overall budgeted collections of the city are more than five percent (5%) below that fiscal year's budgeted estimates for at least three (3) consecutive calendar months. In this instance, corpus monies may be withdrawn by the City to meet up to ninety-eight percent (98%) of projected budget shortfalls.

In the event of withdrawal of any portion of the corpus component by the City, annual disbursements by the trustees of the earnings components shall cease and all income shall be retained by the trustees and repaid to the corpus until such time as the corpus component equals its full pre withdrawal amount, at which time, disbursement of earning components may continue.

In addition, upon a unanimous vote of the board of aldermen and with approval by the mayor, the governing authorities are authorized to withdraw monies from the corpus component and have them disbursed to the City for appropriation and spending.

The withdrawal by the governing authorities shall be limited in the following manner:

- (a) No such vote or withdrawal may occur without the governing authorities first conducting a full public, open municipal hearing on consideration of the matter for which such appropriation and spending would be made;
- (b) Withdrawal pursuant to this subsection may occur only one time during each four-year term of the then board of aldermen and mayor;
- (c) Withdrawal shall not exceed ten percent (10%) of the corpus component of the fund, as determined by the trustees; and
- (d) The withdrawal must be repaid to the fund before a withdrawal under this subsection could be authorized within a subsequent four-year term.

**CITY OF OXFORD, MISSISSIPPI  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**NOTE 10 - THE CITY OF OXFORD MUNICIPAL RESERVE AND TRUST FUND (continued)**

Custodial Credit Risk:

The investments are held by the Glenmede Trust Company. The Company has presented a certificate of Liability Insurance for Errors and Omissions of \$50,000,000 and a Fidelity Bond of \$30,000,000. The balance of the City of Oxford Municipal Reserve and Trust Fund at September 30, 2023, was \$36,064,922.

Concentration of Credit Risk:

The following investments represent five percent or more of the total:

	<u>Amount</u>	<u>Percent</u>
Glenmede Core Fixed Income- Bond Funds	\$13,127,769	36.40%
Vanguard Large Cap Equity Mutual Funds	9,899,967	27.45%
Vanguard International Mutual Funds	3,424,406	9.50%
Fidelity Intermediate Treasury Bond Index Funds	1,916,473	5.31%

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The investments are reported at fair value. The Oxford Municipal Reserve and Trust Fund does not participate in an external investment pool. Investments consisted of the following at September 30, 2023:

Investments:	<u>Cost</u>	<u>Market value (Level 1)</u>
Bond funds	\$21,621,334	\$ 18,836,609
Stock funds	13,376,624	15,500,430
Cash	1,667,706	1,667,706
Accrued income	0	60,177
Short-term investments	0	0
Total investments	<u>\$ 36,665,664</u>	<u>\$ 36,064,922</u>

Level 1: Common stocks, bond funds, stock funds, and short-term investments are valued at the closing price reported in the active market on which the individual securities or funds are traded.

**CITY OF OXFORD, MISSISSIPPI  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**NOTE 11 – CONSTRUCTION AND OTHER COMMITMENTS**

Commitments under construction at September 30, 2023 are summarized as follows:

<u>To Be Paid By</u>	<u>Description</u>	<u>Amount Authorized</u>	<u>Expended through 9/30/2023</u>	<u>Remaining Commitment at 9/30/2023</u>
General City	West Jackson Pedestrian Signal	\$ 530,305	\$ 40,000	\$ 490,305
General City	Oxford Pool Design	282,500	14,012	268,488
General City	City Hall Pocket Park	1,007,226	827,737	179,489
General City	Police Department Relocation	2,008,177	533,220	1,474,957
General City	S Lamar Box Culvert	818,166	779,016	39,150
General City	Brittany Woods Connector	622,998	601,935	21,063
General City	Thacker Road Sidewalks	351,818	70,283	281,535
Water and Sewer	Brittany Woods Water	2,801,099	2,510,208	290,891
Water and Sewer	Punkin Water Acquisition	1,893,978	1,046,229	847,749
Water and Sewer	Kroger-Rivers Hill Pumps	697,886	362,670	335,216
		<u>11,014,153</u>	<u>6,785,310</u>	<u>4,228,843</u>

**NOTE 12 - INTERFUND RECEIVABLES AND PAYABLES**

Individual fund interfund receivable and payable balances at September 30, 2023, were:

	<u>Interfund Receivables</u>	<u>Interfund Payables</u>
General Fund	\$ 0	\$ 421,687
Special Revenue Funds	4,200	0
Capital Projects Funds	0	101,789
Environmental Services Fund	101,789	0
Water & Sewer Fund	<u>417,487</u>	<u>0</u>
	<u>\$ 523,476</u>	<u>\$ 523,476</u>
	<u>Transfers In</u>	<u>Transfers Out</u>
General Fund	\$ 940,439	\$ 0
Governmental Activities	2,614	0
Oxford Reserve & Trust Fund	0	(1,071,460)
Other Governmental Funds	0	(1,596,579)
Electric Fund	0	(965,000)
Water & Sewer Fund	0	(799,455)
Environmental Services Fund	<u>1,070,280</u>	<u>0</u>
	<u>\$ 2,013,333</u>	<u>\$(4,432,494)</u>
Difference		<u>\$(2,419,161)</u>

The principal purpose of interfund transfers was to provide funds for grant matches or to provide funds to pay for capital outlay. All interfund transfers were routine and consistent with the activities of the fund making the transfer.



**CITY OF OXFORD, MISSISSIPPI  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**NOTE 12 - INTERFUND RECEIVABLES AND PAYABLES (continued)**

The principal purpose of interfund transfers was to provide funds for grant matches or to provide funds to pay for capital outlay. All interfund transfers were routine and consistent with the activities of the fund making the transfer.

Transfers between the primary government and blended component units do not balance on the Statement of Activities because the Electric Department and Oxford Tourism Council report differently from the City. The following is a reconciliation of the difference:

Transfers from Electric Department reported as In lieu of taxes revenue in The City General Fund	\$ (965,000)
Transfers from Special Revenue funds reported as Revenues by Oxford Tourism Council	(1,486,336)
Transfers to City General Fund reported as Expenses by Electric Department	<u>32,175</u>
Difference	<u>\$ (2,419,161)</u>

**NOTE 13 - FUND BALANCE RECONCILIATION – GENERAL FUND BUDGET BASIS**

Mississippi state law requires, for budget purposes, that the general fund record revenues on the cash basis. Generally accepted accounting principles (GAAP) would require that the revenues be accounted for on the modified accrual basis; therefore, the required budgetary basis would not be considered to be GAAP. Any accruals of revenues included on the "Combined Statement of Revenues, Expenditures and Changes - All Governmental Fund Types" are eliminated for budget purposes. In the current fiscal year, accrued revenues were \$158,117 less than cash revenues.

**NOTE 14 - EXPENDITURES OVER APPROPRIATIONS FOR INDIVIDUAL FUNDS**

Any expenditures over appropriations at the legal level of budgetary control for the respective funds are disclosed in the Combined Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget (Non-GAAP Basis) and Actual for the respective fund. Expenditures over appropriations at the legal level of budgetary control are as follows:

	<u>Budget</u>	<u>Actual</u>	<u>Overage</u>
General Fund:			
Police Department			
Personnel	9,289,694	9,293,918	4,224
Emergency Department			
Personnel	112,608	113,559	951
Fire Department			
Personnel	6,581,910	6,647,836	65,926
Historic Homes			
Other Services and Charges	71,900	77,004	5,104

**CITY OF OXFORD, MISSISSIPPI  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**NOTE 15 – EFFECT OF DEFERRED AMOUNTS ON NET POSITION**

The governmental activities' unrestricted net deficit amount of \$42,029,990 includes the effect of deferred inflows/outflows of resources related to pensions. A portion of the deferred outflows of resources related to pensions in the amount of \$772,578 resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2024. The \$14,997,472 balance of the deferred outflows of resources related to pensions at September 30, 2023, will be recognized in pension expense over the next four years. The \$447,804 balance of the deferred inflows of resources related to pensions at September 30, 2023, will be recognized in pension expense over the next three years.

The governmental activities' unrestricted net deficit amount of \$42,029,990 includes the effect of deferring the recognition of expenditures resulting from an advance refunding of debt. \$419,136 of the \$866,940 balance of deferred outflows of resources at September 30, 2023, will be recognized as an expense and will decrease the unrestricted net position over the next four years.

The business-type activities' unrestricted net position amount of \$5,842,784 includes the effect of deferred inflows/outflows of resources related to pensions. A portion of the deferred outflows of resources related to pension in the amount of \$160,308 resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2024. The \$3,525,934 balance of the deferred outflows of resources related to pensions at September 30, 2023, will be recognized in pension expense over the next four years. The \$525,067 balance of the deferred inflows of resources related to pensions at September 30, 2023, will be recognized in pension expense over the next three years.

The business-type activities' unrestricted net position amount of \$5,842,784 includes the effect of deferring the recognition of expenditures resulting from an advance refunding of debt. \$256,120 of the \$781,187 balance of deferred outflows of resources at September 30, 2023, will be recognized as an expense and will decrease the unrestricted net position over the next two years.

**NOTE 16 - SUBSEQUENT EVENTS**

Date of Management Evaluation

Events that occur after the Statement of Net Position date but before the financial statements are available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about conditions that existed at the Statement of Net Position date are recognized in the accompanying financial statements. Subsequent events which provide evidence about conditions that existed after the Statement of Net Position date require disclosure in the accompanying notes. Management of the City of Oxford evaluated the activity of the City through July 9, 2024, (the date the financial statements were available to be issued), and determined that the following subsequent event has occurred requiring disclosure in the notes to the financial statements.

On December 21, 2023, the City of Oxford issued General Obligation Bonds, Series 2023 in the amount of \$9,000,000 at a rate of 4.0-5.0% and maturing December 1, 2043. The proceeds of this issuance will be used to finance the OPD building renovation and the City Pool renovation.

On May 29, 2024, the City of Oxford issued Combined Water and Sewer System Revenue Bonds, Series 2024 in the amount of \$4,000,000 at a rate of 4.0% and maturing May 1, 2044. The proceeds of this issuance will be used for upgrades to the water system.

**CITY OF OXFORD, MISSISSIPPI**  
**SCHEDULE OF THE CITY'S PROPORTIONATE**  
**SHARE OF THE NET PENSION LIABILITY**  
**LAST 10 FISCAL YEARS\***  
**PERS**  
**For the year ended September 30, 2023**  
**UNAUDITED**

	2023	2022	2021	2020	2019	2018	2017	2016	2015
A. Oxford's proportion of net pension liability (%)	0.346146%	0.317551%	0.290265%	0.291297%	0.281093%	0.287752%	0.270622%	0.256494%	0.241479%
B. Oxford's proportionate share of net pension liability	\$ 85,906,135	\$ 63,868,193	\$ 44,022,774	\$ 55,890,343	\$ 49,204,406	\$ 47,859,250	\$ 45,299,757	\$ 45,192,084	\$ 36,526,996
C. Oxford's covered employee payroll	\$ 25,541,305	\$ 21,915,690	\$ 19,299,948	\$ 19,308,305	\$ 19,044,623	\$ 18,371,804	\$ 17,384,502	\$ 16,426,235	\$ 15,070,330
D. Oxford's proportionate share of net pension liability as a percentage of its covered employee payroll (%)	336.34%	291.43%	228.10%	289.46%	258.36%	260.50%	260.58%	275.12%	242.38%
E. Plan fiduciary net position as a percentage of total pension liability	55.70%	59.93%	70.44%	58.97%	61.59%	62.54%	61.49%	57.47%	61.70%

The notes to the required supplementary information are an integral part of this schedule.

\*The amounts presented for each fiscal year were determined as of the measurement date of 6/30 of the fiscal year presented.

This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB 68 was implemented in FYE 9/30/2015, and until a full 10-year trend is compiled, the City has only presented information for the years in which information was available.

**CITY OF OXFORD, MISSISSIPPI**  
**SCHEDULE OF THE CITY'S CONTRIBUTIONS**  
**LAST 10 FISCAL YEARS\***  
**PERS**  
**For the year ended September 30, 2023**  
**UNAUDITED**

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
A. Statutorily required contributions	\$ 4,383,197	\$ 3,946,366	\$ 3,455,050	\$ 3,274,970	\$ 2,962,563	\$ 2,915,751	\$ 2,767,291	\$ 2,714,614	\$ 2,428,025	\$ 2,250,203
B. Contributions in relation to statutorily required contributions	\$ 4,383,197	\$ 3,946,366	\$ 3,455,050	\$ 3,274,970	\$ 2,962,563	\$ 2,915,751	\$ 2,767,291	\$ 2,714,614	\$ 2,428,025	\$ 2,250,203
C. Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D. Oxford's covered employee payroll	\$ 25,190,787	\$ 22,680,276	\$ 19,856,610	\$ 18,827,076	\$ 18,344,589	\$ 18,512,692	\$ 17,570,115	\$ 17,235,669	\$ 15,416,030	\$ 14,287,003
E. Contributions as a percentage of covered employee payroll	17.40%	17.40%	17.40%	17.40%	16.15% **	15.75%	15.75%	15.75%	15.75%	15.75%

The notes to the required supplementary information are an integral part of this schedule.

\*\* Until July 1, 2019, contributions were 15.75%. Subsequent to July 1, 2019 contributions were 17.40%.

**CITY OF OXFORD, MISSISSIPPI**  
**NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION**  
**SEPTEMBER 30, 2023**

**PENSION SCHEDULES**

(1) Changes of assumptions

a. 2023

- The investment rate of return assumption was changed from 7.55% to 7.00%.
- The assumed load for administrative expenses was decreased from 0.28% to 0.26% of payroll
- Withdrawal rates, disability rates and service retirement rates were adjusted to reflect actual experience more closely.
- The percentage of participants assumed to receive a deferred benefit upon attaining the eligibility requirements for retirement was increased from 60% to 65%.
- For married members, the number of years that a male is assumed to be older than his spouse was changed from 3 years to 2 years.
- The assumed amount of unused sick leave at retirement was increased from 0.50 years to 0.55 years.
- The assumed average number of years of military service that participants will have at retirement was decreased from 0.25 years to 0.20 years.

b. 2021

- The expectation of retired life mortality was changed to the PubS.H-2010(B) Retiree Table with the following adjustments:
  1. For males, 95% of male rates up to age 60, 110% for ages 61 to 75, and 101% for ages above 77.
  2. For females, 84% of female rates up to age 72, 100% for ages above 76.
  3. Projection scale MP-2020 will be used to project future improvements in life expectancy generationally.
- The expectation of disabled mortality was changed to PubG.H-2010 Disabled Table for disabled retirees with the following adjustments:
  1. For males, 134% of male rates at all ages.
  2. For females, 121% of female rates at all ages.
  3. Projection scale MP-2020 will be used to project future improvements in life expectancy generationally.
- The expectation of contingent annuitant mortality was based on the PubS.H-2010(B) Contingent Annuitant Table with the following adjustments:
  1. For males, 97% of male rates at all ages.
  2. For females, 110% of female rates at all ages.
  3. Projection scale MP-2020 will be used to project future improvements in life expectancy generationally.
- The price inflation assumption was reduced from 2.75% to 2.40%.
- The wage inflation assumption was reduced from 3.00% to 2.65%.
- The investment rate of return assumption was changed from 7.75% to 7.55%.
- The assumed load for administrative expenses was increased from 0.25% to 0.28% of payroll
- Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to reflect actual experience more closely.
- The percentage of active member disabilities assumed to be in the line of duty was increased from 9% to 12%.
- The percentage of active member deaths assumed to be in the line of duty was decreased from 6% to 4%.

**CITY OF OXFORD, MISSISSIPPI**  
**NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION**  
**SEPTEMBER 30, 2023**

**PENSION SCHEDULES (continued)**

c. 2019

- The expectation of retired life mortality was changed to the PubS.H-2010(B) Retiree Table with the following adjustments:
  1. For males, 112% of male rates from ages 18 to 75 scaled down to 105% for ages 80 to 119.
  2. For females, 85% of the female rates from ages 18 to 65 scaled up to 102% for ages 75 to 119.
  3. Projection scale MP-2018 will be used to project future improvements in life expectancy generationally.
- The expectation of disabled mortality was changed to PubT.H-2010 Disabled Retiree Table for disabled retirees with the following adjustments:
  1. For males, 137% of male rates at all ages.
  2. For females, 115% of female rates at all ages.
  3. Projection scale MP-2018 will be used to project future improvements in life expectancy generationally.
- The price inflation assumption was reduced from 3.00% to 2.75%.
- The wage inflation assumption was reduced from 3.25% to 3.00%.
- Withdrawal rates, pre-retirement mortality rates, and service retirement rates were adjusted to reflect actual experience more closely.
- The percentage of active member disabilities assumed to be in the line of duty was increased from 7% to 9%.

d. 2017

- The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Mortality Table projected with Scale BB to 2022. Small adjustments were also made to the Mortality Table for disabled lives.
- The wage inflation assumption was reduced from 3.75% to 3.25%.
- Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were adjusted to reflect actual experience more closely.
- The percentage of active member disabilities assumed to be in the line of duty was increased from 6% to 7%.

e. 2016

- The assumed rate of interest credited to employee contributions was changed from 3.50% to 2.00%.

f. 2015

- The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Table projected to 2016 using Scale BB rather than the RP-2000 Mortality Table, which was used prior to 2015.
- The expectation of disabled mortality was changed to the RP-2014 Disabled Retiree Table, rather than the RP-2000 Disabled Mortality Table, which was used prior to 2015.
- Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were adjusted to reflect actual experience more closely.
- Assumed rates of salary increase were adjusted to reflect actual and anticipated experience more closely.
- The price inflation and investment rate of return assumptions were changed from 3.50% to 3.00% and 8.00% to 7.75%, respectively.

**CITY OF OXFORD, MISSISSIPPI  
NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION  
SEPTEMBER 30, 2023**

**PENSION SCHEDULES (continued)**

(2) Changes in benefit provisions

a. 2016

- Effective July 1, 2016, the interest rate on employee contributions shall be calculated based on the money market rate as published by the Wall Street Journal on December 31 of each preceding year with a minimum rate of one percent and a maximum rate of five percent.

(3) ***Method and assumptions used in calculations of actuarially determined contributions.*** The actuarially determined contribution rates in the schedule of employer contributions are calculated as of June 30, two years prior to the end of the fiscal year in which contributions are reported (June 30, 2021 valuation for the June 30, 2023 fiscal year end). The following actuarial methods and assumptions were used to determine the most recent contribution rate reported in that schedule:

- |                                 |   |
|---------------------------------|---|
| • Actuarial cost method         | Entry age   |
| • Amortization method           | Level percentage of payroll, open   |
| • Remaining amortization period | 26.7 years  |
| • Asset valuation method        | 5-year smoothed market  |
| • Price Inflation               | 2.40 percent  |
| • Salary increase               | 2.65 percent to 17.90 percent, including inflation                        |
| • Investment rate of return     | 7.55 percent, net of pension plan investment expense, including inflation |

(4) The comparative information presented on the Schedule of the City's Contributions does not include information for years prior to 2014 because GASB 68 was implemented in the 2015 fiscal year. Information for the 2014 year was included because it was necessary to record the prior period adjustment in the implementation of GASB 68.

**CITY OF OXFORD, MISSISSIPPI  
COMBINING BALANCE SHEET  
NON-MAJOR GOVERNMENTAL FUNDS  
September 30, 2023**

	Non-Major Debt Service	Non-Major Special Revenue	Non-Major Capital Projects	Total Non-Major Governmental Funds
<b><u>ASSETS:</u></b>				
Cash	\$ 1,690,745	\$ 21,104,164	\$ 9,135,180	\$ 31,930,089
Certificates of Deposit	-	207,803	382,187	589,990
Prepaid Expenses	-	912,670	-	912,670
Receivables	17,738	140,560	-	158,298
Due From Other Funds	-	4,200	-	4,200
Due From Other Government Units	-	2,946,862	926,957	3,873,819
<b>TOTAL ASSETS</b>	<b><u>\$ 1,708,483</u></b>	<b><u>\$ 25,316,259</u></b>	<b><u>\$ 10,444,324</u></b>	<b><u>\$ 37,469,066</u></b>
<b><u>LIABILITIES AND FUND BALANCES:</u></b>				
<b><u>LIABILITIES:</u></b>				
Accounts Payable	\$ -	\$ 591,496	\$ 230,544	\$ 822,040
Due to Other Funds	-	-	101,789	101,789
Deferred Revenue	-	1,485,036	-	1,485,036
<b>TOTAL LIABILITIES</b>	<b><u>-</u></b>	<b><u>2,076,532</u></b>	<b><u>332,333</u></b>	<b><u>2,408,865</u></b>
<b><u>FUND BALANCES:</u></b>				
Committed	1,708,483	1,055,156	-	2,763,639
Restricted				
Capital Projects	-	10,850,224	10,111,991	20,962,215
Transit Operations	-	2,554,440	-	2,554,440
Tourism	-	5,829,347	-	5,829,347
Permanent Fund Principal	-	1,199,039	-	1,199,039
Public Safety	-	976,069	-	976,069
Nonspendable	-	38,088	-	38,088
Unassigned	-	737,364	-	737,364
<b>TOTAL FUND BALANCES</b>	<b><u>1,708,483</u></b>	<b><u>23,239,727</u></b>	<b><u>10,111,991</u></b>	<b><u>35,060,201</u></b>
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<b><u>\$ 1,708,483</u></b>	<b><u>\$ 25,316,259</u></b>	<b><u>\$ 10,444,324</u></b>	<b><u>\$ 37,469,066</u></b>



**CITY OF OXFORD, MISSISSIPPI**  
**COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -**  
**NON-MAJOR GOVERNMENTAL FUNDS**  
**For the Year Ended September 30, 2023**

	Non-Major Debt Service	Non-Major Special Revenue	Non-Major Capital Projects	Total Non-Major Governmental Funds
<b>REVENUES:</b>				
General Property Taxes	\$ 3,147,034	\$ -	\$ -	\$ 3,147,034
Special Taxes	-	9,395,415	-	9,395,415
Intergovernmental Revenues	-	470,336	-	470,336
Federal & State Grants	-	3,800,120	5,500,932	9,301,052
Charges for Services	-	1,760,012	-	1,760,012
Fines & Forfeitures	-	443,565	-	443,565
Interest	57,559	266,135	11,871	335,565
Facility Rental Income	-	1,056,512	-	1,056,512
Miscellaneous	-	427,474	-	427,474
<b>TOTAL REVENUES</b>	<u>3,204,593</u>	<u>17,619,569</u>	<u>5,512,803</u>	<u>26,336,965</u>
<b>EXPENDITURES:</b>				
Current:				
Tourism Promotion	-	2,423,938	-	2,423,938
Public Safety	-	1,330,320	-	1,330,320
RSVP County Transit	-	109,390	-	109,390
Public Works	-	1,371,128	2,160	1,373,288
Culture and Recreation	-	2,459,694	-	2,459,694
Transit Operation	-	5,229,525	-	5,229,525
Historic Preservation	-	7,820	-	7,820
Capital Projects	-	-	1,789,006	1,789,006
Debt Service	3,913,616	51,250	-	3,964,866
<b>TOTAL EXPENDITURES</b>	<u>3,913,616</u>	<u>12,983,065</u>	<u>1,791,166</u>	<u>18,687,847</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(709,023)</u>	<u>4,636,504</u>	<u>3,721,637</u>	<u>7,649,118</u>
<b>OTHER FINANCING SOURCES (USES):</b>				
Proceeds from Issuance of Debt	-	-	2,300,000	2,300,000
Proceeds from Sale of Capital Assets	-	1,117,602	-	1,117,602
Transfers from (to) Oxford Tourism Council	-	(1,486,336)	-	(1,486,336)
Transfers from (to) Other Funds	1,019,661	(86,285)	(1,043,619)	(110,243)
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>1,019,661</u>	<u>(455,019)</u>	<u>1,256,381</u>	<u>1,821,023</u>
<b>NET CHANGE IN FUND BALANCES</b>	310,638	4,181,485	4,978,018	9,470,141
<b>FUND BALANCES - Beginning</b>	<u>1,397,845</u>	<u>19,058,242</u>	<u>5,133,973</u>	<u>25,590,060</u>
<b>FUND BALANCES - Ending</b>	<u>\$ 1,708,483</u>	<u>\$ 23,239,727</u>	<u>\$ 10,111,991</u>	<u>\$ 35,060,201</u>

**CITY OF OXFORD, MISSISSIPPI  
BALANCE SHEET - GENERAL FUND  
September 30, 2023**

	TOTALS
	2023
<b>ASSETS:</b>	
Cash	\$ 21,078,431
Certificates of Deposit	1,073,558
Due From Other Governments	3,137,888
Other Receivables	116,996
TOTAL ASSETS	\$ 25,406,873
<b>LIABILITIES:</b>	
Accounts Payable and Accrued Expenses	\$ 1,309,765
Due to Other Funds	421,687
Due to Other Governments	725
TOTAL LIABILITIES	1,732,177
<b>FUND BALANCE:</b>	
Nonspendable	801,414
Committed	
Public Safety	33,573
Restricted	
Forestry	57,758
Public Safety	46,138
Assigned	
Animal Resource Center Capital Fund	46,140
Cemetery	900,799
OPD-Mounted Patrol	2,218
London Bus	48
Historic Homes Fund	237,956
Unassigned	21,548,652
TOTAL FUND BALANCE	23,674,696
TOTAL LIABILITIES AND FUND BALANCE	\$ 25,406,873

**CITY OF OXFORD, MISSISSIPPI**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE**  
**GENERAL FUND**  
**For the Year Ended September 30, 2023**

	<b>TOTALS</b>
	<b>2023</b>
<b>REVENUES:</b>	
Ad Valorem Taxes:	
Real & Personal	\$ 12,121,203
Penalties and Interest	175,770
Licenses and Permits	1,447,982
State of Mississippi:	
Sales Tax	13,958,994
Municipal Aid	12,703
Fire Protection	835,831
Utility Tax	25,819
ABC Licenses	204,550
Homestead Reimbursement	208,586
In Lieu of Taxes	292,432
Lafayette County:	
Pro Rata Tax	1,288,645
In Lieu - Other:	
Utility Department	965,000
State and Federal Grants	1,506,265
Intergovernmental Revenues	337,050
Fines and Forfeitures	732,051
FNC Parking Lease	55,874
Interest Income	1,101,029
Recreation Fees	2,103,632
Charges for Services	1,480,342
Franchise Fees	964,730
Donations/Contributions	27,249
Cemetery	78,300
Miscellaneous Income	692,897
<b>TOTAL REVENUES</b>	<b>\$ 40,616,934</b>
<b>EXPENDITURES:</b>	
General Government:	
Legislative:	
Personal Services	\$ 177,747
Supplies	5,130
Other Services and Charges	15,986
Capital Outlay	-
Total	<b>198,863</b>

CITY OF OXFORD, MISSISSIPPI  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE**  
**GENERAL FUND**  
For the Year Ended September 30, 2023

	TOTALS
	2023
Judicial:	
Personnel Services	\$ 409,170
Supplies	49,775
Other Services and Charges	121,617
Capital Outlay	8,331
Total	588,893
Executive:	
Personnel Services	213,621
Supplies	4,933
Other Services and Charges	11,616
Capital Outlay	-
Total	230,170
Department of Planning:	
Personnel Services	1,214,948
Supplies	133,601
Other Services and Charges	39,579
Capital Outlay	21,983
Total	1,410,111
Elections:	
Supplies	-
Other Services and Charges	150
Total	150
Finance:	
Personnel Services	560,445
Supplies	70,961
Other Services and Charges	157,483
Capital Outlay	7,196
Total	796,085
Human Resources:	
Personnel Services	313,177
Supplies	25,626
Other Services and Charges	102,789
Capital Outlay	-
Total	441,592

**CITY OF OXFORD, MISSISSIPPI**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE**  
**GENERAL FUND**  
**For the Year Ended September 30, 2023**

	<b>TOTALS</b>
	<b>2023</b>
Law:	
Other Services and Charges	\$ 215,557
Total	215,557
Building and Grounds:	
Personnel Services	1,435,873
Supplies	375,607
Other Services and Charges	19,165
Capital Outlay	85,209
Total	1,915,854
Building and Code Enforcement:	
Personnel Services	326,082
Supplies	15,958
Other Services and Charges	15,393
Capital Outlay	48,795
Total	406,228
General Government:	
Personnel Services	1,097,809
Supplies	128,555
Other Services and Charges	889,328
Capital Outlay	570,737
Total	2,686,429
Community Promotions:	
Personnel Services	-
Supplies	39,050
Other Services and Charges	504,321
Capital Outlay	-
Total	543,371
Total General Government	9,433,303
Public Safety:	
Police Department:	
Personnel Services	9,293,918
Supplies	655,960
Other Services and Charges	619,056
Capital Outlay	900,663
Total	11,469,597

**CITY OF OXFORD, MISSISSIPPI**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE**  
**GENERAL FUND**  
**For the Year Ended September 30, 2023**

	TOTALS
	2023
<hr/>	
Parking Division:	
Personnel Services	\$ 258,865
Supplies	41,747
Other Services and Charges	102,075
Capital Outlay	29,489
Total	432,176
Emergency Management:	
Personnel Services	113,559
Supplies	20,684
Other Services and Charges	21,164
Capital Outlay	41,647
Total	197,054
Fire Department:	
Personnel Services	6,647,836
Supplies	333,322
Other Services and Charges	156,268
Capital Outlay	202,084
Total	7,339,510
Total Public Safety	19,438,337
Public Works:	
Highway and Street Maintenance:	
Personnel Services	792,863
Supplies	1,405,642
Other Services and Charges	721,262
Capital Outlay	343,187
Total	3,262,954
City Garage Department:	
Personnel Services	635,652
Supplies	814,695
Other Services and Charges	31,387
Capital Outlay	190,688
Total	1,672,422

CITY OF OXFORD, MISSISSIPPI  
 STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
 GENERAL FUND  
 For the Year Ended September 30, 2023

	TOTALS
	2023
Right of Way:	
Personnel Services	\$ 439,545
Supplies	18,575
Other Services and Charges	164,084
Capital Outlay	84,606
Total	706,810
Cemetery Maintenance:	
Personnel Services	76,887
Supplies	12,988
Other Services and Charges	1,891
Capital Outlay	25,707
Total	117,473
Humane Society:	
Personnel Services	493,667
Supplies	182,912
Other Services and Charges	123,564
Capital Outlay	67,639
Total	867,782
London Bus:	
Personnel Services	-
Supplies	-
Other Services and Charges	-
Total	-
Total Public Works	6,627,441

**CITY OF OXFORD, MISSISSIPPI**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE**  
**GENERAL FUND**  
**For the Year Ended September 30, 2023**

	TOTALS
	2023
<hr/>	
Culture & Recreation:	
Parks and Recreation:	
Personnel Services	\$ 1,234,334
Supplies	271,686
Other Services and Charges	672,852
Capital Outlay	199,852
Total	2,378,724
Swimming Pools - Parks:	
Personnel Services	60,927
Supplies	42,433
Other Services and Charges	16,711
Total	120,071
Library:	
Other Services and Charges	-
Total	-
RSVP - Park/Recreation:	
Personnel Services	178,876
Supplies	11,116
Other Services and Charges	40,523
Capital Outlay	-
Total	230,515
FNC Park:	
Personnel Services	802,705
Supplies	880,163
Other Services and Charges	339,060
Capital Outlay	1,368,853
Total	3,390,781



CITY OF OXFORD, MISSISSIPPI  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE**  
**GENERAL FUND**  
**For the Year Ended September 30, 2023**

	<b>TOTALS</b>
	<b>2023</b>
Historic Homes:	
Personnel Services	\$ 19,986
Supplies	16,688
Other Services and Charges	77,004
Total	113,678
Total Culture and Recreation	6,233,769
Debt Service:	
Principal Retirement	754,548
Interest and Fiscal Charges	94,472
Total Debt Service	849,020
<b>TOTAL EXPENDITURES</b>	<b>42,581,870</b>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,964,936)
<b>OTHER FINANCING SOURCES (USES):</b>	
Proceeds from Sale of Capital Assets	63,453
Transfers (to) from Other Funds	940,439
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>1,003,892</b>
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Uses	(961,044)
<b>FUND BALANCE:</b>	
<b>OCTOBER 1, Beginning</b>	<b>24,635,740</b>
<b>SEPTEMBER 30, Ending</b>	<b>\$ 23,674,696</b>

**CITY OF OXFORD, MISSISSIPPI**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES**  
**IN FUND BALANCES - BUDGET AND ACTUAL**  
**GENERAL FUND - BUDGETARY BASIS**  
**Year Ended September 30, 2023**

	BUDGET	ACTUAL	VARIANCE FAVORABLE (UNFAVORABLE)
<b>REVENUES:</b>			
Ad Valorem Taxes:			
Real & Personal	\$ 12,440,090	\$ 12,116,657	\$ (323,433)
Penalties and Interest	175,000	175,770	770
Licenses and Permits	1,448,200	1,447,982	(218)
State of Mississippi:			
Sales Tax	12,407,740	13,792,402	1,384,662
Municipal Aid	38,000	12,703	(25,297)
Fire Protection	832,449	1,001,206	168,757
Utility Tax	-	25,819	25,819
ABC Licenses	205,900	205,900	-
Homestead Reimbursement	192,000	208,586	16,586
In Lieu of Taxes	320,000	292,432	(27,568)
Lafayette County:			
Pro Rate Tax	1,295,000	1,288,645	(6,355)
In Lieu - Other:			
Utility Department	966,380	965,000	(1,380)
State, Federal and Local Grants	1,550,999	1,690,539	139,540
Intergovernmental Revenues	354,000	337,050	(16,950)
Fines and Forfeitures	679,674	732,051	52,377
Parking Meter Revenues	1,469,715	1,480,342	10,627
FNC Parking Lease	55,800	55,874	74
Interest Income	1,069,422	1,101,029	31,607
Recreation Fees	2,102,320	2,103,632	1,312
Franchise Fees	978,000	978,821	821
Cemetery	78,300	78,300	-
Miscellaneous Income	783,311	684,311	(99,000)
<b>TOTAL REVENUES</b>	<b>\$ 39,442,300</b>	<b>\$ 40,775,051</b>	<b>\$ 1,332,751</b>
<b>EXPENDITURES:</b>			
General Government:			
Legislative:			
Personnel Services	\$ 186,740	\$ 177,747	\$ 8,993
Supplies	6,500	5,130	1,370
Other Services and Charges	16,000	15,986	14
Total	<u>209,240</u>	<u>198,863</u>	<u>10,377</u>
Judicial:			
Personnel Services	459,068	409,170	49,898
Supplies	52,000	49,775	2,225
Other Services and Charges	132,600	121,617	10,983
Capital Outlay	50,000	8,331	41,669
Total	<u>693,668</u>	<u>588,893</u>	<u>104,775</u>

**CITY OF OXFORD, MISSISSIPPI**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES**  
**IN FUND BALANCES - BUDGET AND ACTUAL**  
**GENERAL FUND - BUDGETARY BASIS**  
**Year Ended September 30, 2023**

	BUDGET	ACTUAL	VARIANCE FAVORABLE (UNFAVORABLE)
<b>Executive:</b>			
Personnel Services	\$ 214,631	\$ 213,621	\$ 1,010
Supplies	5,000	4,933	67
Other Services and Charges	14,200	11,616	2,584
<b>Total</b>	<b>233,831</b>	<b>230,170</b>	<b>3,661</b>
<b>Department of Planning:</b>			
Personnel Services	1,321,905	1,214,948	106,957
Supplies	143,585	133,601	9,984
Other Services and Charges	62,700	39,579	23,121
Capital Outlay	22,300	21,983	317
<b>Total</b>	<b>1,550,490</b>	<b>1,410,111</b>	<b>140,379</b>
<b>Elections:</b>			
Supplies	-	-	-
Other Services and Charges	10,000	150	9,850
<b>Total</b>	<b>10,000</b>	<b>150</b>	<b>9,850</b>
<b>Finance:</b>			
Personnel Services	599,678	560,445	39,233
Supplies	97,500	70,961	26,539
Other Services and Charges	226,200	157,483	68,717
Capital Outlay	12,000	7,196	4,804
<b>Total</b>	<b>935,378</b>	<b>796,085</b>	<b>139,293</b>
<b>Human Resources:</b>			
Personnel Services	313,691	313,177	514
Supplies	32,110	25,626	6,484
Other Services and Charges	121,000	102,789	18,211
Capital Outlay	2,500	-	2,500
<b>Total</b>	<b>469,301</b>	<b>441,592</b>	<b>27,709</b>
<b>Law:</b>			
Other Services and Charges	401,000	215,557	185,443
<b>Total</b>	<b>401,000</b>	<b>215,557</b>	<b>185,443</b>
<b>Building and Grounds:</b>			
Personnel Services	1,436,050	1,435,873	177
Supplies	476,060	375,607	100,453
Other Services and Charges	139,680	19,165	120,515
Capital Outlay	85,500	85,209	291
<b>Total</b>	<b>2,137,290</b>	<b>1,915,854</b>	<b>221,436</b>

**CITY OF OXFORD, MISSISSIPPI**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES**  
**IN FUND BALANCES - BUDGET AND ACTUAL**  
**GENERAL FUND - BUDGETARY BASIS**  
**Year Ended September 30, 2023**

	BUDGET	ACTUAL	VARIANCE FAVORABLE (UNFAVORABLE)
<b>Building and Code Enforcement:</b>			
Personnel Services	\$ 379,857	\$ 326,082	\$ 53,775
Supplies	22,800	15,958	6,842
Other Services and Charges	25,700	15,393	10,307
Capital Outlay	64,300	48,795	15,505
Total	<u>492,657</u>	<u>406,228</u>	<u>86,429</u>
<b>General Government:</b>			
Personnel Services	1,108,022	1,097,809	10,213
Supplies	129,500	128,555	945
Other Services and Charges	1,511,503	889,328	622,175
Capital Outlay	716,000	570,737	145,263
Total	<u>3,465,025</u>	<u>2,686,429</u>	<u>778,596</u>
<b>Community Promotions:</b>			
Personnel Services	-	-	-
Supplies	50,000	39,050	10,950
Other Services and Charges	574,565	504,321	70,244
Capital Outlay	-	-	-
Total	<u>624,565</u>	<u>543,371</u>	<u>81,194</u>
Total General Government	<u>11,222,445</u>	<u>9,433,303</u>	<u>1,789,142</u>
<b>Public Safety:</b>			
<b>Police Department:</b>			
Personnel Services	9,289,694	9,293,918	(4,224)
Supplies	860,993	655,960	205,033
Other Services and Charges	970,561	619,056	351,505
Capital Outlay	861,528	900,663	(39,135)
Total	<u>11,982,776</u>	<u>11,469,597</u>	<u>513,179</u>
<b>Parking Division:</b>			
Personnel Services	258,901	258,865	36
Supplies	43,800	41,747	2,053
Other Services and Charges	114,904	102,075	12,829
Capital Outlay	68,612	29,489	39,123
Total	<u>486,217</u>	<u>432,176</u>	<u>54,041</u>
<b>Emergency Management:</b>			
Personnel Services	112,608	113,559	(951)
Supplies	35,980	20,684	15,296
Other Services and Charges	31,485	21,164	10,321
Capital Outlay	42,000	41,647	353
Total	<u>222,073</u>	<u>197,054</u>	<u>25,019</u>

**CITY OF OXFORD, MISSISSIPPI**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES**  
**IN FUND BALANCES - BUDGET AND ACTUAL**  
**GENERAL FUND - BUDGETARY BASIS**  
**Year Ended September 30, 2023**

	BUDGET	ACTUAL	VARIANCE FAVORABLE (UNFAVORABLE)
<b>Fire Department:</b>			
Personnel Services	\$ 6,581,910	\$ 6,647,836	\$ (65,926)
Supplies	333,600	333,322	278
Other Services and Charges	164,244	156,268	7,976
Capital Outlay	<u>167,000</u>	<u>202,084</u>	<u>(35,084)</u>
Total	<u>7,246,754</u>	<u>7,339,510</u>	<u>(92,756)</u>
 Total Public Safety	 <u>19,937,820</u>	 <u>19,438,337</u>	 <u>499,483</u>
 <b>Public Works:</b>			
<b>Highway and Street Maintenance:</b>			
Personnel Services	806,058	792,863	13,195
Supplies	1,870,500	1,405,642	464,858
Other Services and Charges	922,700	721,262	201,438
Capital Outlay	<u>1,066,000</u>	<u>343,187</u>	<u>722,813</u>
Total	<u>4,665,258</u>	<u>3,262,954</u>	<u>1,402,304</u>
 <b>City Garage Department:</b>			
Personnel Services	636,108	635,652	456
Supplies	815,000	814,695	305
Other Services and Charges	32,000	31,387	613
Capital Outlay	<u>190,000</u>	<u>190,688</u>	<u>(688)</u>
Total	<u>1,673,108</u>	<u>1,672,422</u>	<u>686</u>
 <b>Right of Way:</b>			
Personnel Services	440,100	439,545	555
Supplies	19,000	18,575	425
Other Services and Charges	165,000	164,084	916
Capital Outlay	<u>84,606</u>	<u>84,606</u>	<u>-</u>
Total	<u>708,706</u>	<u>706,810</u>	<u>1,896</u>
 <b>Cemetery Maintenance:</b>			
Personnel Services	80,417	76,887	3,530
Supplies	23,000	12,988	10,012
Other Services and Charges	10,500	1,891	8,609
Capital Outlay	<u>30,707</u>	<u>25,707</u>	<u>5,000</u>
Total	<u>144,624</u>	<u>117,473</u>	<u>27,151</u>
 <b>Humane Society:</b>			
Personnel Services	503,922	493,667	10,255
Supplies	184,000	182,912	1,088
Other Services and Charges	129,800	123,564	6,236
Capital Outlay	<u>67,320</u>	<u>67,639</u>	<u>(319)</u>
Total	<u>885,042</u>	<u>867,782</u>	<u>17,260</u>
 Total Public Works	 <u>8,076,738</u>	 <u>6,627,441</u>	 <u>1,449,297</u>

**CITY OF OXFORD, MISSISSIPPI**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES**  
**IN FUND BALANCES - BUDGET AND ACTUAL**  
**GENERAL FUND - BUDGETARY BASIS**  
**Year Ended September 30, 2023**

	BUDGET	ACTUAL	VARIANCE FAVORABLE (UNFAVORABLE)
Culture & Recreation:			
Parks and Recreation:			
Personnel Services	1,235,671	1,234,334	1,337
Supplies	360,460	271,686	88,774
Other Services and Charges	695,116	672,852	22,264
Capital Outlay	1,720,000	199,852	1,520,148
Total	<u>4,011,247</u>	<u>2,378,724</u>	<u>1,632,523</u>
Swimming Pools - Parks:			
Personnel Services	61,825	60,927	898
Supplies	65,000	42,433	22,567
Other Services and Charges	27,000	16,711	10,289
Capital Outlay	4,000	-	4,000
Total	<u>157,825</u>	<u>120,071</u>	<u>37,754</u>
Library:			
Other Services and Charges	-	-	-
Total	<u>-</u>	<u>-</u>	<u>-</u>
RSVP - Park/Recreation:			
Personnel Services	179,307	178,876	431
Supplies	12,309	11,116	1,193
Other Services and Charges	49,648	40,523	9,125
Capital Outlay	1,000	-	1,000
Total	<u>242,264</u>	<u>230,515</u>	<u>11,749</u>
FNC Park:			
Personnel Services	804,266	802,705	1,561
Supplies	880,500	880,163	337
Other Services and Charges	340,000	339,060	940
Capital Outlay	1,368,853	1,368,853	-
Total	<u>3,393,619</u>	<u>3,390,781</u>	<u>2,838</u>
Historic Homes:			
Personnel Services	\$ 20,400	\$ 19,986	\$ 414
Supplies	17,834	16,688	1,146
Other Services and Charges	71,900	77,004	(5,104)
Capital Outlay	3,000	-	3,000
Total	<u>113,134</u>	<u>113,678</u>	<u>(544)</u>
Total Culture and Recreation	<u>7,918,089</u>	<u>6,233,769</u>	<u>1,684,320</u>

**CITY OF OXFORD, MISSISSIPPI**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES**  
**IN FUND BALANCES - BUDGET AND ACTUAL**  
**GENERAL FUND - BUDGETARY BASIS**  
**Year Ended September 30, 2023**

	BUDGET	ACTUAL	VARIANCE FAVORABLE (UNFAVORABLE)
<b>Debt Service:</b>			
Principal Retirement	755,419	754,548	871
Interest and Fiscal Charges	94,581	94,472	109
Total	<u>850,000</u>	<u>849,020</u>	<u>980</u>
<b>TOTAL EXPENDITURES</b>	<u>48,005,092</u>	<u>42,581,870</u>	<u>5,423,222</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(8,562,792)</u>	<u>(1,806,819)</u>	<u>6,755,973</u>
<b>OTHER FINANCING SOURCES (USES):</b>			
Proceeds from Sale of Capital Assets	-	63,453	63,453
Transfers (to) from Other Funds	1,921,405	940,439	(980,966)
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>1,921,405</u>	<u>1,003,892</u>	<u>(917,513)</u>
Excess (Deficiency) of Revenues and Other Sources Over (Under) Expenditures and Other Uses	<u>(6,641,387)</u>	<u>(802,927)</u>	<u>5,838,460</u>
<b>FUND BALANCE:</b>			
October 1, Beginning, as previously stated	\$ 24,635,740	\$ 24,635,740	\$ -
Prior Period Adjustment			-
October 1, Beginning	<u>24,635,740</u>	<u>24,635,740</u>	<u>-</u>
(Non-GAAP Budgetary Basis) September 30,	<u>\$ 17,994,353</u>	23,832,813	<u>\$ 5,838,460</u>
Adjustments to GAAP Basis:			
Accrued Revenue		<u>(158,117)</u>	
<b>FUND BALANCE (GAAP) September 30,</b>		<u>\$ 23,674,696</u>	

**CITY OF OXFORD, MISSISSIPPI  
COMBINING BALANCE SHEET  
SPECIAL REVENUE FUNDS  
September 30, 2023**

	2% FOOD & BEVERAGE TAX	HOTEL/ MOTEL TAX	OXFORD TRANSIT FUND	MDJ UNIT FUND	CONFERENCE CENTER	OXFORD TOURISM COUNCIL	AMERICAN RESCUE PLAN ARP FUNDS	VARIOUS FUNDS	TOTALS 2023
<b>ASSETS:</b>									
Cash	\$ 4,498,562	\$ 57,129	\$ -	\$ 960,351	\$ 940,392	\$ 2,288,463	\$ 7,111,818	\$ 5,247,449	\$ 21,104,164
Certificates of Deposit	207,803	-	-	-	-	-	-	-	207,803
Prepaid Expenses	-	-	874,582	-	-	38,088	-	-	912,670
Receivables	-	-	-	-	-	140,560	-	-	140,560
Due From Other Governments	868,035	207,306	1,747,107	-	-	-	-	124,414	2,946,862
Due From Other Funds	-	-	-	4,200	-	-	-	-	4,200
<b>TOTAL ASSETS</b>	<u>5,574,400</u>	<u>264,435</u>	<u>2,621,689</u>	<u>964,551</u>	<u>940,392</u>	<u>2,467,111</u>	<u>7,111,818</u>	<u>5,371,863</u>	<u>25,316,259</u>
<b>LIABILITIES:</b>									
Accounts Payable	9,488	-	35,251	2,487	32,833	50,106	-	461,331	591,496
Deferred Revenue	-	-	-	-	-	1,485,036	-	-	1,485,036
<b>TOTAL LIABILITIES</b>	<u>9,488</u>	<u>-</u>	<u>35,251</u>	<u>2,487</u>	<u>32,833</u>	<u>1,535,142</u>	<u>-</u>	<u>461,331</u>	<u>2,076,532</u>
<b>FUND BALANCE:</b>									
Committed	-	-	-	-	907,559	147,597	-	-	1,055,156
Restricted	5,564,912	264,435	2,586,438	962,064	-	-	7,111,818	4,919,452	21,409,119
Nonspendable	-	-	-	-	-	38,088	-	-	38,088
Unassigned	-	-	-	-	-	746,284	-	(8,920)	737,364
<b>TOTAL FUND BALANCE</b>	<u>5,564,912</u>	<u>264,435</u>	<u>2,586,438</u>	<u>962,064</u>	<u>907,559</u>	<u>931,969</u>	<u>7,111,818</u>	<u>4,910,532</u>	<u>23,239,727</u>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<u>\$ 5,574,400</u>	<u>\$ 264,435</u>	<u>\$ 2,621,689</u>	<u>\$ 964,551</u>	<u>\$ 940,392</u>	<u>\$ 2,467,111</u>	<u>\$ 7,111,818</u>	<u>\$ 5,371,863</u>	<u>\$ 25,316,259</u>



**CITY OF OXFORD, MISSISSIPPI**  
**COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE**  
**SPECIAL REVENUE FUNDS**  
**For the Year Ended September 30, 2023**

	2% FOOD & BEVERAGE TAX	HOTEL/ MOTEL TAX	OXFORD TRANSIT FUND	MDJ UNIT FUND	CONFERENCE CENTER	OXFORD TOURISM COUNCIL	AMERICAN RESCUE PLAN ARP FUNDS	VARIOUS FUNDS	TOTALS 2023
<b>REVENUES:</b>									
Special Taxes	\$ 4,652,633	\$ 820,564	\$ -	\$ -	\$ -	\$ 1,311,087	\$ -	\$ 2,611,131	\$ 9,395,415
Intergovernmental Revenues	-	-	-	-	-	190,000	-	280,336	470,336
Federal & State Grants	-	-	3,595,501	4,000	-	189,217	-	11,402	3,800,120
Charges for Services	-	-	1,591,501	-	-	168,511	-	-	1,760,012
Fines & Forfeitures	-	-	-	443,565	-	-	-	-	443,565
Interest Income	-	-	-	27,127	1,050	44,474	180,035	13,449	266,135
Facility Rental Income	-	-	-	-	1,056,512	-	-	-	1,056,512
Miscellaneous Revenues	-	-	-	-	-	427,474	-	-	427,474
<b>TOTAL REVENUES</b>	<b>4,652,633</b>	<b>820,564</b>	<b>5,187,002</b>	<b>474,692</b>	<b>1,057,562</b>	<b>2,330,763</b>	<b>180,035</b>	<b>2,916,318</b>	<b>17,619,569</b>
<b>EXPENDITURES:</b>									
Tourism Promotion:									
Personnel Services	-	-	-	-	-	320,200	-	-	320,200
Supplies	63,996	-	-	-	-	52,317	-	-	116,313
Other Services and Charges	379,600	-	-	-	-	1,568,667	-	-	1,948,267
Capital Outlay	30,441	-	-	-	-	8,717	-	-	39,158
Public Safety:									
Personnel Services	-	-	-	481,683	-	-	-	-	481,683
Supplies	-	-	-	46,568	-	-	-	6,093	52,661
Other Services and Charges	-	-	-	56,677	-	-	-	-	56,677
Capital Outlay	-	-	-	56,724	-	-	-	682,575	739,299
RSVP County Transit:									
Supplies	-	-	-	-	-	-	-	950	950
Personnel Services	-	-	-	-	-	-	-	104,094	104,094
Other Services and Charges	-	-	-	-	-	-	-	4,346	4,346
Public Works:									
Other Services and Charges	-	-	-	-	-	-	-	1,318,970	1,318,970
Capital Outlay	-	-	-	-	-	-	-	52,158	52,158
Culture and Recreation:									
Personnel Services	-	-	-	-	513,540	-	-	-	513,540
Supplies	-	-	-	-	357,264	-	-	-	357,264
Other Services and Charges	-	-	-	-	445,286	-	-	-	445,286
Capital Outlay	-	-	-	-	966,621	-	-	176,983	1,143,604
Transit Operation:									
Personnel Services	-	-	2,731,638	-	-	-	-	-	2,731,638
Supplies	-	-	860,820	-	-	-	-	-	860,820
Other Services and Charges	-	-	360,841	-	-	-	-	-	360,841
Capital Outlay	-	-	1,276,226	-	-	-	-	-	1,276,226
Historic Preservation:									
Other Services and Charges	-	-	-	-	-	-	-	7,820	7,820
Debt Service									
	-	-	-	-	-	51,250	-	-	51,250
<b>TOTAL EXPENDITURES</b>	<b>474,037</b>	<b>-</b>	<b>5,229,525</b>	<b>641,652</b>	<b>2,282,711</b>	<b>2,001,151</b>	<b>-</b>	<b>2,353,989</b>	<b>12,983,085</b>
Excess (Deficiency) of Revenues Over (Under) Expenditures	4,178,596	820,564	(42,523)	(166,960)	(1,225,149)	329,612	180,035	562,329	4,636,504
<b>OTHER FINANCING SOURCES (USES):</b>									
Proceeds from Sale of Capital Assets	-	-	1,098,402	19,200	-	-	-	-	1,117,602
Transfers from (to) Oxford Tourism Council	(744,000)	(742,336)	-	-	-	-	-	-	(1,486,336)
Transfers from (to) Other Funds	(2,722,292)	-	931,707	175,000	1,064,805	-	-	464,495	(86,285)
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>(3,466,292)</b>	<b>(742,336)</b>	<b>2,030,109</b>	<b>194,200</b>	<b>1,064,805</b>	<b>-</b>	<b>-</b>	<b>464,495</b>	<b>(455,019)</b>
Excess (Deficiency) of Revenues Over (Under) Expenditures and Other Uses	712,304	78,228	1,987,586	27,240	(160,344)	329,612	180,035	1,026,824	4,181,485
<b>FUND BALANCE - October 1</b>	<b>4,852,608</b>	<b>186,207</b>	<b>598,852</b>	<b>934,824</b>	<b>1,067,903</b>	<b>602,357</b>	<b>6,931,783</b>	<b>3,883,708</b>	<b>19,058,242</b>
<b>FUND BALANCE - September 30</b>	<b>\$ 5,564,912</b>	<b>\$ 264,435</b>	<b>\$ 2,586,438</b>	<b>\$ 962,064</b>	<b>\$ 907,559</b>	<b>\$ 931,969</b>	<b>\$ 7,111,818</b>	<b>\$ 4,910,532</b>	<b>\$ 23,239,727</b>

**CITY OF OXFORD, MISSISSIPPI  
COMBINING BALANCE SHEET  
CAPITAL PROJECTS FUNDS  
September 30, 2023**

	INTERSECTION IMPROVEMENTS ESCROW	2022 GO NOTE PROCEEDS	2023 GO NOTE PROCEEDS	OPD ENTERPRISE CENTER PROJECT	OFD COMMONS STATION PROJECT	NORTH LAMAR PROJECT	2019 \$4M TIF Bonds Project	CAPITAL PROJECT SB-3049	TOTALS  2023
<b>ASSETS:</b>									
Cash	\$ 2,856,129	\$ 826,789	\$ 81,150	\$ 5,000,424	\$ -	\$ 25,851	\$ -	\$ 344,837	\$ 9,135,180
Investments	-	-	-	-	-	-	382,187	-	382,187
Due From Other Governments	926,957	-	-	-	-	-	-	-	926,957
<b>TOTAL ASSETS</b>	<u>3,783,086</u>	<u>826,789</u>	<u>81,150</u>	<u>5,000,424</u>	<u>-</u>	<u>25,851</u>	<u>382,187</u>	<u>344,837</u>	<u>10,444,324</u>
<b>LIABILITIES:</b>									
Accounts Payable	230,544	-	-	-	-	-	-	-	230,544
Due to Other Funds	-	101,789	-	-	-	-	-	-	101,789
<b>TOTAL LIABILITIES</b>	<u>230,544</u>	<u>101,789</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>332,333</u>
<b>FUND BALANCE:</b>									
Restricted	3,552,542	725,000	81,150	5,000,424	-	25,851	382,187	344,837	10,111,991
<b>TOTAL FUND BALANCE</b>	<u>3,552,542</u>	<u>725,000</u>	<u>81,150</u>	<u>5,000,424</u>	<u>-</u>	<u>25,851</u>	<u>382,187</u>	<u>344,837</u>	<u>10,111,991</u>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<u>\$ 3,783,086</u>	<u>\$ 826,789</u>	<u>\$ 81,150</u>	<u>\$ 5,000,424</u>	<u>\$ -</u>	<u>\$ 25,851</u>	<u>\$ 382,187</u>	<u>\$ 344,837</u>	<u>\$ 10,444,324</u>

**CITY OF OXFORD, MISSISSIPPI**  
**COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE**  
**CAPITAL PROJECTS FUNDS**  
**For the Year Ended September 30, 2023**

	INTERSECTION IMPROVEMENTS ESCROW	2022 GO NOTE PROCEEDS	2022 GO NOTE PROCEEDS	OPD ENTERPRISE CENTER PROJECT	OFD COMMONS STATION PROJECT	NORTH LAMAR PROJECT	2019 \$4M TIF BONDS PROJECT	CAPITAL PROJECT SB-3049	TOTALS 2023
<b>REVENUES:</b>									
Grant Income	\$ 500,932	\$ -	\$ -	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -	\$ 5,500,932
Interest	-	-	-	424	-	-	9	11,438	11,871
<b>TOTAL REVENUES</b>	<u>500,932</u>	<u>-</u>	<u>-</u>	<u>5,000,424</u>	<u>-</u>	<u>-</u>	<u>9</u>	<u>11,438</u>	<u>5,512,803</u>
<b>EXPENDITURES:</b>									
Capital Projects:									
Supplies	-	-	-	-	-	2,160	-	-	2,160
Capital Outlay	1,477,588	-	-	-	-	-	-	311,418	1,789,006
<b>TOTAL EXPENDITURES</b>	<u>1,477,588</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,160</u>	<u>-</u>	<u>311,418</u>	<u>1,791,166</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(976,656)	-	-	5,000,424	-	(2,160)	9	(299,980)	3,721,637
<b>OTHER FINANCING SOURCES (USES):</b>									
Proceeds of Debt Issuance	-	-	2,300,000	-	-	-	-	-	2,300,000
Transfers from (to) Other Funds	33,012	1,145,956	(2,218,850)	-	(3,737)	-	-	-	(1,043,619)
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>33,012</u>	<u>1,145,956</u>	<u>81,150</u>	<u>-</u>	<u>(3,737)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,256,381</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures and Other Uses	(943,644)	1,145,956	81,150	5,000,424	(3,737)	(2,160)	9	(299,980)	4,978,018
<b>FUND BALANCE - October 1,</b>	<u>4,496,186</u>	<u>(420,956)</u>	<u>-</u>	<u>-</u>	<u>3,737</u>	<u>28,011</u>	<u>382,178</u>	<u>644,817</u>	<u>5,133,973</u>
<b>FUND BALANCE - September 30,</b>	<u>\$ 3,552,542</u>	<u>\$ 725,000</u>	<u>\$ 81,150</u>	<u>\$ 5,000,424</u>	<u>\$ -</u>	<u>\$ 25,851</u>	<u>\$ 382,187</u>	<u>\$ 344,837</u>	<u>\$ 10,111,991</u>

**CITY OF OXFORD, MISSISSIPPI  
COMBINING BALANCE SHEET  
DEBT SERVICE FUNDS  
September 30, 2023**

	\$7.5M GO BOND ISSUE 2017A	\$3.8M GO BOND ISSUE 2009	\$5.5M GO BOND ISSUE 2012	\$1.6M SA BOND ISSUE 2014	\$6.6M GO BOND ISSUE 2015	\$7.5M GO BOND ISSUE 2017B	\$2.7M GO BOND ISSUE 2018A	\$9.95M GO BOND ISSUE 2018B	\$1.05M GO BOND ISSUE 2018C	\$4M TIF BONDS ISSUE 2019	\$7.7M GO REFUNDING ISSUE 2022	TOTALS 2023
<b>ASSETS:</b>												
Cash	\$ 144,669	\$ 279,877	\$ 135,757	\$ 184	\$ 176,409	\$ 78,717	\$ 55,671	\$ 243,583	\$ 5,282	\$ 534,548	\$ 36,048	\$ 1,690,745
Ad Valorem Taxes Receivable, net	3,229	1,123	4,813	-	4,204	3,227.00	1,142.00	-	-	-	-	17,738
<b>TOTAL ASSETS</b>	<b>147,898</b>	<b>281,000</b>	<b>140,570</b>	<b>184</b>	<b>180,613</b>	<b>81,944</b>	<b>56,813</b>	<b>243,583</b>	<b>5,282</b>	<b>534,548</b>	<b>36,048</b>	<b>1,708,483</b>
<b>LIABILITIES:</b>												
Accounts Payable	-	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL LIABILITIES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>FUND BALANCE (DEFICIT):</b>												
Committed	147,898	281,000	140,570	184	180,613	81,944	56,813	243,583	5,282	534,548	36,048	1,708,483
Unassigned	-	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL FUND BALANCE</b>	<b>147,898</b>	<b>281,000</b>	<b>140,570</b>	<b>184</b>	<b>180,613</b>	<b>81,944</b>	<b>56,813</b>	<b>243,583</b>	<b>5,282</b>	<b>534,548</b>	<b>36,048</b>	<b>1,708,483</b>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<b>\$ 147,898</b>	<b>\$ 281,000</b>	<b>\$ 140,570</b>	<b>\$ 184</b>	<b>\$ 180,613</b>	<b>\$ 81,944</b>	<b>\$ 56,813</b>	<b>\$ 243,583</b>	<b>\$ 5,282</b>	<b>\$ 534,548</b>	<b>\$ 36,048</b>	<b>\$ 1,708,483</b>

**CITY OF OXFORD, MISSISSIPPI**  
**COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE**  
**DEBT SERVICE FUNDS**  
**For the Year Ended September 30, 2023**

	\$7.5M GO BOND ISSUE 2017A	\$3.8M GO BOND ISSUE 2009	\$5.5M GO BOND ISSUE 2012	\$1.6M SA BOND ISSUE 2014	\$6.6M GO BOND ISSUE 2015	\$7.5M GO BOND ISSUE 2017B	\$2.7M GO BOND ISSUE 2018A	\$9.95M GO BOND ISSUE 2018B	\$1.05M GO BOND ISSUE 2018C	\$4M TIF BONDS ISSUE 2019	\$7.7M GO REFUNDING ISSUE 2022	TOTALS 2023
<b>REVENUES:</b>												
General Property Taxes	\$ 462,339	\$ 312,209	\$ 417,470	\$ 131,000	\$ 566,999	\$ 462,324	\$ 164,051	\$ -	\$ -	\$ 630,642	\$ -	\$ 3,147,034
Interest Income	-	57,559	-	-	-	-	-	-	-	-	-	57,559
<b>TOTAL REVENUES</b>	<b>462,339</b>	<b>369,768</b>	<b>417,470</b>	<b>131,000</b>	<b>566,999</b>	<b>462,324</b>	<b>164,051</b>	<b>-</b>	<b>-</b>	<b>630,642</b>	<b>-</b>	<b>3,204,593</b>
<b>EXPENDITURES:</b>												
Fees	500	1,787	2,250	660	2,250	500	1,250	3,300	1,200	1,500	1,500	16,697
Payments - Principal	320,000	325,000	395,000	110,000	585,000	310,000	115,000	395,000	100,000	245,000	39,000	2,939,000
Payments - Interest	181,500	24,125	43,431	20,300	62,769	189,900	65,783	49,200	23,625	131,200	166,086	957,919
<b>TOTAL EXPENDITURES</b>	<b>502,000</b>	<b>350,912</b>	<b>440,681</b>	<b>130,960</b>	<b>650,019</b>	<b>500,400</b>	<b>182,033</b>	<b>447,500</b>	<b>124,825</b>	<b>377,700</b>	<b>206,586</b>	<b>3,913,616</b>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(39,661)	18,856	(23,211)	40	(83,020)	(38,076)	(17,982)	(447,500)	(124,825)	252,942	(206,586)	(709,023)
<b>OTHER FINANCING SOURCES (USES):</b>												
Transfers from (to) Other Funds	-	-	-	-	-	-	-	688,700	124,875	-	206,086	1,019,661
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>688,700</b>	<b>124,875</b>	<b>-</b>	<b>206,086</b>	<b>1,019,661</b>
Excess (Deficiency) of Revenues Over (Under) Expenditures and Other Uses	(39,661)	18,856	(23,211)	40	(83,020)	(38,076)	(17,982)	241,200	50	252,942	(500)	310,638
<b>FUND BALANCE - October 1,</b>	<b>187,559</b>	<b>262,144</b>	<b>163,781</b>	<b>144</b>	<b>263,633</b>	<b>120,020</b>	<b>74,795</b>	<b>2,383</b>	<b>5,232</b>	<b>281,606</b>	<b>36,548</b>	<b>1,397,845</b>
<b>FUND BALANCE - September 30,</b>	<b>\$ 147,898</b>	<b>\$ 281,000</b>	<b>\$ 140,570</b>	<b>\$ 184</b>	<b>\$ 180,613</b>	<b>\$ 81,944</b>	<b>\$ 56,813</b>	<b>\$ 243,583</b>	<b>\$ 5,282</b>	<b>\$ 534,548</b>	<b>\$ 36,048</b>	<b>\$ 1,708,483</b>

**CITY OF OXFORD, MISSISSIPPI**  
**COMBINING STATEMENT OF NET POSITION**  
**PROPRIETARY FUND TYPES**  
**September 30, 2023**

	BUSINESS-TYPE ACTIVITIES- PROPRIETARY FUND			
	ELECTRIC FUND	WATER & SEWER FUND	ENVIRONMENTAL SERVICES	TOTAL
<b>ASSETS:</b>				
<u>Current Assets:</u>				
Cash and Cash Equivalents	\$ 8,595,333	\$ 10,207,035	\$ 1,724,071	\$ 20,526,439
Certificates of Deposit	10,688	3,318,136	-	3,328,824
Accounts Receivable, Net of Provision for Bad Debts	3,570,594	2,571,630	1,589,353	7,731,577
Due from Other Funds	-	417,487	101,789	519,276
Inventories	1,083,302	703,514	-	1,786,816
Prepaid Expenses	844	-	-	844
<b>Total Current Assets</b>	<u>13,260,761</u>	<u>17,217,802</u>	<u>3,415,213</u>	<u>33,893,776</u>
<u>Noncurrent Assets:</u>				
Restricted Assets				
Cash and Cash Equivalents - Restricted	5,000	442,673	-	447,673
Certificates of Deposit - Restricted	-	751,012	-	751,012
Investment in CSA	13,332	-	-	13,332
Land	908,953	200,286	-	1,109,239
Plant, Buildings & Improvements	42,627,938	93,927,196	111,535	136,666,669
Machinery & Equipment	3,242,409	4,744,102	9,890,270	17,876,781
Accumulated Depreciation	(17,039,443)	(55,649,489)	(3,743,095)	(76,432,027)
Construction Work In Progress	3,267,470	5,660,744	-	8,928,214
<b>Net Noncurrent Assets</b>	<u>33,025,659</u>	<u>50,076,524</u>	<u>6,258,710</u>	<u>89,360,893</u>
<b>TOTAL ASSETS</b>	<u>46,286,420</u>	<u>67,294,326</u>	<u>9,673,923</u>	<u>123,254,669</u>
<u>DEFERRED OUTFLOWS OF RESOURCES:</u>				
Deferred Outflows - Pensions	833,627	1,098,131	1,754,484	3,686,242
<b>TOTAL DEFERRED OUTFLOWS OF RESOURCES</b>	<u>\$ 833,627</u>	<u>\$ 1,098,131</u>	<u>\$ 1,754,484</u>	<u>\$ 3,686,242</u>

**CITY OF OXFORD, MISSISSIPPI**  
**COMBINING STATEMENT OF NET POSITION**  
**PROPRIETARY FUND TYPES**  
**September 30, 2023**

	ELECTRIC FUND	WATER & SEWER FUND	ENVIRONMENTAL SERVICES	TOTAL
<b><u>LIABILITIES:</u></b>				
<b><u>Current Liabilities:</u></b>				
Accounts Payable and				
Accrued Expenses	\$ 6,640,421	\$ 947,247	\$ 130,030	\$ 7,717,698
Accrued Interest Payable	-	147,860	4,785	152,645
Current Portion of Long-Term Debt	-	2,345,000	714,358	3,059,358
Customer Deposits	3,183,646	1,510,033	-	4,693,679
Total Current Liabilities	<u>9,824,067</u>	<u>4,950,140</u>	<u>849,173</u>	<u>15,623,380</u>
<b><u>Noncurrent Liabilities:</u></b>				
Other Liabilities	26,785	-	-	26,785
Compensated Absences	125,766	105,951	146,503	378,220
Net Pension Liability	5,200,623	5,254,319	7,545,410	18,000,352
Bonds, Notes, and Loans Payable, net of current portion	-	17,988,000	1,305,000	19,293,000
Total Noncurrent Liabilities	<u>5,353,174</u>	<u>23,348,270</u>	<u>8,996,913</u>	<u>37,698,357</u>
TOTAL LIABILITIES	<u>15,177,241</u>	<u>28,298,410</u>	<u>9,846,086</u>	<u>53,321,737</u>
<b><u>DEFERRED INFLOWS OF RESOURCES:</u></b>				
Deferred Charge on Refunding Bonds, net	-	256,120	-	256,120
Deferred Inflows - Pensions	-	477,532	47,535	525,067
TOTAL DEFERRED INFLOWS OF RESOURCES	<u>-</u>	<u>733,652</u>	<u>47,535</u>	<u>781,187</u>
<b><u>NET POSITION:</u></b>				
Net Investment in Capital Assets	33,007,327	28,549,839	4,239,352	65,796,518
Reserved for Unemployment Benefits	5,000	-	-	5,000
Reserved for Debt Service	-	1,193,685	-	1,193,685
Unrestricted (Deficit)	(1,069,521)	9,616,871	(2,704,566)	5,842,784
TOTAL NET POSITION	<u>\$ 31,942,806</u>	<u>\$ 39,360,395</u>	<u>\$ 1,534,786</u>	<u>\$ 72,837,987</u>

**CITY OF OXFORD, MISSISSIPPI**  
**COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION**  
**PROPRIETARY FUNDS**  
**For The Year Ended September 30, 2023**

	ELECTRIC FUND	WATER & SEWER FUND	ENVIRONMENTAL SERVICES	TOTALS
<b><u>OPERATING REVENUE:</u></b>				
Charges For Services	\$ 26,308,366	\$ 12,060,805	\$ 5,706,355	\$ 44,075,526
Other	314,216	-	-	314,216
Total Operating Revenue	<u>26,622,582</u>	<u>12,060,805</u>	<u>5,706,355</u>	<u>44,389,742</u>
<b><u>OPERATING EXPENSES:</u></b>				
Operations	22,983,639	5,198,341	3,945,172	32,127,152
Maintenance	618,532	299,749	1,015,441	1,933,722
Depreciation and Amortization Expense	1,233,446	3,897,984	873,682	6,005,112
Pension Expense	-	747,423	787,427	1,534,850
Total Operating Expenses	<u>24,835,617</u>	<u>10,143,497</u>	<u>6,621,722</u>	<u>41,600,836</u>
Net Operating Income (Loss)	<u>1,786,965</u>	<u>1,917,308</u>	<u>(915,367)</u>	<u>2,788,906</u>
<b><u>NON-OPERATING INCOME (EXPENSES):</u></b>				
Interest Income	146,016	266,639	-	412,655
Gain (Loss) on Disposal of Fixed Asset	-	5,742	261,468	267,210
Grant Income/ Capital Contributions	-	144,000	113,135	257,135
Debt Issuance Expense	-	-	-	-
Amortization of Debt Expense	-	39,517	-	39,517
Miscellaneous Income (Expense)	(37,059)	387,349	33,929	384,219
Interest Expense	-	(522,189)	(42,263)	(564,452)
Total Non-Operating Income (Loss)	<u>108,957</u>	<u>321,058</u>	<u>366,269</u>	<u>796,284</u>
Income Before Operating Transfers	1,895,922	2,238,366	(549,098)	3,585,190
<b><u>OPERATING TRANSFERS IN (OUT):</u></b>				
Operating Transfers In (Out)	<u>(965,000)</u>	<u>(799,455)</u>	<u>1,070,280</u>	<u>(694,175)</u>
Change in Net Position	<u>930,922</u>	<u>1,438,911</u>	<u>521,182</u>	<u>2,891,015</u>
Total Net Position - Beginning	<u>31,011,884</u>	<u>37,921,484</u>	<u>1,013,604</u>	<u>69,946,972</u>
Total Net Position - Ending	<u>\$ 31,942,806</u>	<u>\$ 39,360,395</u>	<u>\$ 1,534,786</u>	<u>\$ 72,837,987</u>



**CITY OF OXFORD, MISSISSIPPI**  
**COMBINING STATEMENT OF CASH FLOWS - PROPRIETARY FUNDS**  
**For the Year Ended September 30, 2023**

	ELECTRIC FUND	WATER & SEWER FUND	ENVIRONMENTAL SERVICES	TOTALS
<b><u>Cash Flows from Operating Activities:</u></b>				
Receipts from Customers	\$ 26,934,921	\$ 11,940,302	\$ 4,970,836	\$ 43,846,059
Payments to Suppliers	(22,458,309)	(965,248)	(2,010,661)	(25,434,218)
Payments to Employees	(1,185,195)	(2,190,650)	(2,658,632)	(6,034,477)
Payments for Other Services and Charges	-	(1,759,601)	(34,426)	(1,794,027)
Other Receipts (Payments)	-	-	(247,024)	(247,024)
Net Cash Provided By (Used) In Operating Activities	<u>3,291,417</u>	<u>7,024,803</u>	<u>20,093</u>	<u>10,336,313</u>
<b><u>Cash Flows from Noncapital Financing Activities:</u></b>				
Due to Other Funds	-	(30,339)	2,073,211	2,042,872
Transfers Out	(965,000)	(799,455)	1,072,894	(691,561)
Net Cash Provided By (Used In) Noncapital Financing Activities	<u>(965,000)</u>	<u>(829,794)</u>	<u>3,146,105</u>	<u>1,351,311</u>
<b><u>Cash Flows from Capital and Related Financing Activities:</u></b>				
Proceeds From Sale of Capital Assets	-	13,300	654,653	667,953
Purchases of Capital Assets	(2,297,438)	(4,829,290)	(3,576,855)	(10,703,583)
Plant Removal Cost	(88,885)	-	-	(88,885)
Materials Salvaged from Retirements	22,167	-	-	22,167
Principal Paid on Capital Debt	-	(2,398,000)	(973,543)	(3,371,543)
Interest Paid on Capital Debt	-	(570,334)	(45,059)	(615,393)
Other Receipts (Payments)	(11,162)	387,349	33,929	410,116
Net Cash Provided By (Used In) Capital and Related Financing Activities	<u>(2,375,318)</u>	<u>(7,396,975)</u>	<u>(3,906,875)</u>	<u>(13,679,168)</u>
<b><u>Cash Flows from Investing Activities:</u></b>				
Proceeds From Sale of Investments	(20)	-	-	(20)
Cash Received From Grants	-	144,000	113,135	257,135
Interest and Dividends	146,016	266,639	-	412,655
Other Receipts (Payments)	(25,466)	-	-	(25,466)
Net Cash Provided By (Used In) Investing Activities	<u>120,530</u>	<u>410,639</u>	<u>113,135</u>	<u>644,304</u>
Net Increase (Decrease) In Cash and Cash Equivalents	71,629	(791,327)	(627,542)	(1,347,240)
Cash and Cash Equivalents--Beginning	8,528,704	11,441,035	2,351,613	22,321,352
Cash and Cash Equivalents--Ending	<u>\$ 8,600,333</u>	<u>\$ 10,649,708</u>	<u>\$ 1,724,071</u>	<u>\$ 20,974,112</u>
Cash and Cash Equivalents	\$ 8,595,333	10,207,035	1,724,071	20,526,439
Cash and Cash Equivalents--Restricted	5,000	442,673	-	447,673
Total Cash and Cash Equivalents	<u>\$ 8,600,333</u>	<u>10,649,708</u>	<u>1,724,071</u>	<u>20,974,112</u>
<b><u>Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) in Operating Activities:</u></b>				
Operating Income (Loss)	\$ 1,786,965	\$ 1,917,308	\$ (915,367)	\$ 2,788,906
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided By (Used) In Operating Activities:				
Depreciation and Amortization Expense	1,233,446	3,897,984	873,682	6,005,112
Pension Expense - Actuarially Determined	(1,250,541)	747,423	787,427	284,309
(Increase) Decrease in Accounts Receivable	280,438	(216,184)	(735,519)	(671,265)
(Increase) Decrease in Prepaid Expenses	258	-	-	258
(Increase) Decrease in Deferred Charges	1,658,350	-	-	1,658,350
(Increase) Decrease in Inventories	(320,903)	(178,814)	-	(499,717)
(Increase) Decrease in Compensated Absences	(1,780)	(3,211)	13,318	8,327
Increase (Decrease) in Accounts Payable	(120,790)	764,616	(3,448)	640,378
Increase (Decrease) in Accrued Liabilities	(5,927)	-	-	(5,927)
Increase (Decrease) in Customer Deposits	31,901	95,681	-	127,582
Total Adjustments	<u>1,504,452</u>	<u>5,107,495</u>	<u>935,460</u>	<u>7,547,407</u>
Net Cash Provided By (Used) In Operating Activities	<u>\$ 3,291,417</u>	<u>\$ 7,024,803</u>	<u>\$ 20,093</u>	<u>\$ 10,336,313</u>

**CITY OF OXFORD, MISSISSIPPI**  
**SCHEDULE OF SURETY BONDS FOR MUNICIPAL OFFICIALS**  
**September 30, 2023**

NAME	POSITION	COMPANY	BOND AMOUNT	BOND EXPIRATION
Addy, Rick	Board Member	Travelers	\$ 100,000	6/30/2025
Bailey, Jason	Board Member	Travelers	\$ 100,000	6/30/2025
Baker, Megan	Admin Asst	Travelers	\$ 50,000	12/17/2024
Bledsoe, Ellis	Board Member	Travelers	\$ 100,000	8/1/2025
Boothe, Valerie	Records Clerk	Travelers	\$ 50,000	1/4/2025
Brand, Niyounce Neyahi	Deputy Court Clerk	Travelers	\$ 50,000	5/19/2025
Briscoe, Kelli	Director	Travelers	\$ 50,000	3/27/2025
Brownlee, Clay	Asst Director	Travelers	\$ 50,000	1/25/2025
Bush, Christopher	Board Member	Travelers	\$ 100,000	8/31/2025
Carter, Nehemiah	PACE Officer	Travelers	\$ 50,000	3/10/2025
Crowe, Mary Martha	Board Member	Travelers	\$ 100,000	6/30/2025
Denley, Nickie	Court Clerk	Travelers	\$ 50,000	3/1/2025
Dyer, Lavina	Deputy City Clerk	Travelers	\$ 50,000	12/5/2024
East, Caleb	Metro Agent	Travelers	\$ 50,000	10/20/2024
Faggart, Dana	Sales Director	Travelers	\$ 50,000	3/26/2025
Fauver, Alex	Metro Agent	Travelers	\$ 50,000	4/9/2025
Ferris, Allison	Admin Asst	Travelers	\$ 50,000	1/27/2025
Freeman, Brad	Director	Travelers	\$ 50,000	1/25/2025
Fruge Jr, Don	Board Member	Travelers	\$ 100,000	8/31/2024
Gaines, Seth	Director	Travelers	\$ 50,000	3/9/2025
Gonce, Ashley	Admin Asst	Travelers	\$ 50,000	8/1/2024
Grissinger, Holly	Payroll Manager	Travelers	\$ 50,000	11/4/2024
Hardy, Larrie Chelsea	Records Clerk	Travelers	\$ 50,000	2/24/2024
Hawkins, Kelsey Webb	Deputy Court Clerk	Travelers	\$ 50,000	11/17/2024
Hernandez, Shelby	Records Clerk	Travelers	\$ 50,000	1/4/2025
Hollowell, Sarah Grace	Admin Asst	Travelers	\$ 50,000	1/18/2025
Hollowell, William Paul	OPD Officer	Travelers	\$ 50,000	7/1/2024
Holmes, Roderick	PACE Officer	Travelers	\$ 50,000	3/5/2025
House, Brandon Michael	PACE Officer	Travelers	\$ 50,000	6/1/2024
Howell-Atkinson, Keshia	Board Member	Travelers	\$ 100,000	6/30/2025
Hueise, Mark	Board Member	Travelers	\$ 100,000	6/30/2025
Hyneman, Brian	Board Member	Travelers	\$ 100,000	6/30/2025
Koestler, Allison	Board Member	Travelers	\$ 100,000	8/31/2026
Lampton, Crystyl	Board Member	Travelers	\$ 100,000	8/31/2026
Love, Chrystal	Bookkeeper	Travelers	\$ 50,000	7/12/2024
Maiden, Sheridan	Deputy Chief	Travelers	\$ 50,000	4/7/2025
Markle, Lori	Admin Asst	Travelers	\$ 50,000	3/25/2025
Matthews, Marie Ashley	Deputy Court Clerk	Travelers	\$ 50,000	7/1/2024
McCutchen, Jeff	Police Chief	Travelers	\$ 50,000	4/4/2025
McLarty, Caitlan	Deputy City Clerk	Travelers	\$ 50,000	11/6/2024
Morgan, John	Board Member	Travelers	\$ 100,000	6/30/2025
Pettis, Kimberly	Admin Asst	Travelers	\$ 50,000	7/12/2024
Quinn, Micah	Director	Travelers	\$ 50,000	3/26/2025
Ragon, Margaret	Deputy Court Clerk	Travelers	\$ 50,000	10/3/2024
Redmond, Kedrick A	PACE Officer	Travelers	\$ 50,000	7/1/2024
Robinson, Michael Bart	COO	Travelers	\$ 50,000	10/24/2024
Rockette, Delaine	Manager	Travelers	\$ 50,000	4/22/2025

**CITY OF OXFORD, MISSISSIPPI**  
**SCHEDULE OF SURETY BONDS FOR MUNICIPAL OFFICIALS**  
**September 30, 2023**

NAME	POSITION	COMPANY	BOND AMOUNT	BOND EXPIRATION
Sabin, David	PACE Officer	Travelers	\$ 50,000	3/6/2025
Smith, Jacob	PACE Officer	Travelers	\$ 50,000	6/1/2024
Steele, Laurie	HR Manager	Travelers	\$ 50,000	12/1/2024
Stratton, Aric	Metro Agent	Travelers	\$ 50,000	1/2/2025
Taylor, Preston	Board Member	Travelers	\$ 100,000	6/30/2025
Tannehill, Robyn	Mayor	Travelers	\$ 100,000	6/30/2025
Tolleson, Jessica	Comptroller	Travelers	\$ 50,000	1/6/2025
Vaughn, Daphanie	Deputy City Clerk	Travelers	\$ 50,000	5/12/2024
Welch, Ashley Joy	Deputy City Clerk	Travelers	\$ 50,000	12/7/2024
Wilemon, Dana	Deputy City Clerk	Travelers	\$ 50,000	12/7/2024
Woodhouse, Serena Marie	Office Manager	Travelers	\$ 50,000	7/1/2024
Young, Michael C	Asst Director	Travelers	\$ 50,000	3/9/2025
Atkinson, Ashley	City Clerk	FCCI Insurance Group	\$ 50,000	8/20/2024
Lowe, Jason	Board Member	RLI	\$ 100,000	8/30/2028

**CITY OF OXFORD, MISSISSIPPI**  
**SCHEDULE OF LONG-TERM DEBT**  
**For the Year Ended September 30, 2023**

	INTEREST RATE	BALANCE 9-30-22	DEBT ISSUED	DEBT RETIRED	BALANCE 9-30-23	CURRENT MATURITIES
<b><u>LONG-TERM DEBT:</u></b>						
<b><u>Governmental Activities</u></b>						
General Obligation Bonds:						
General Obligation-Series 2009	3.50-3.75%	\$ 665,000	\$ -	\$ 325,000	\$ 340,000	\$ 340,000
General Obligation-Series 2012	2.00-2.25%	2,065,000	-	395,000	1,670,000	400,000
General Obligation-Series 2015 (Refunding)	2-2.5 %	3,075,000	-	585,000	2,490,000	600,000
General Obligation-Series 2017A	3.00%	6,050,000	-	320,000	5,730,000	330,000
General Obligation-Series 2017B	3.00%	6,360,000	-	310,000	6,050,000	320,000
General Obligation-Series 2018A	2.50% - 3.30%	2,280,000	-	115,000	2,165,000	115,000
General Obligation-Series 2018B	3.00% - 4.00%	1,230,000	-	395,000	835,000	410,000
General Obligation-Series 2018C	3.50%	675,000	-	100,000	575,000	105,000
G.O. Note Series 2019	2.41%	760,000	-	380,000	380,000	380,000
2019 Series TIF Bonds	3.00% - 4.00%	3,580,000	-	245,000	3,335,000	255,000
2022 GO \$2.9M	1.65%	725,000	-	145,000	580,000	145,000
2022 GO \$7.799M (Refunding)	1.69% - 2.14%	7,761,000	-	39,000	7,722,000	40,000
2023 GO \$2.3M	4.76%	-	2,300,000	-	2,300,000	460,000
Total General Obligation Bonds and Notes		35,226,000	2,300,000	3,354,000	34,172,000	3,900,000
Special Assessment Bonds:						
Special Assessment Bond-Series 2014	2.25-2.625%	845,000	-	110,000	735,000	115,000
Total Special Assessment Bonds		845,000	-	110,000	735,000	115,000
Notes & Capital Leases Payable:						
CAP Loan - State of Mississippi	2.00%	323,256	-	54,815	268,441	55,627
CAP Loan - State of Mississippi(Oxford Commons)	2.00%	1,324,428	-	59,292	1,265,136	60,237
Capital Lease-Regions Bank	2.21%	107,793	-	40,519	67,274	49,991
CAP Loan - Fire truck	2.00%	758,665	-	74,923	683,742	76,134
Total Notes & Capital Leases Payable		2,514,142	-	229,549	2,284,593	241,989
Total Governmental Activities		38,585,142	2,300,000	3,693,549	37,191,593	4,256,989
<b><u>Business-Type Activities</u></b>						
Revenue Bonds:						
2017 Solid Waste Revenue Bond	2.00%	240,000	-	240,000	-	-
2012 Water & Sewer Revenue Bond	2.625-2.75%	630,000	-	250,000	380,000	130,000
2014 Water & Sewer Revenue Bond (Refunding)	2.75-4.00%	1,905,000	-	405,000	1,500,000	420,000
2019 Water & Sewer Revenue Bond	3.0-4.0%	11,070,000	-	475,000	10,595,000	495,000
2020 Water & Sewer Revenue Bond (Refunding)	1.31%	1,165,000	-	222,000	943,000	226,000
2020B Water & Sewer Revenue Bond (Refunding)	1.55%	3,760,000	-	515,000	3,245,000	525,000
2021 Water & Sewer Revenue Bond (Refunding)	1.36%	4,201,000	-	531,000	3,670,000	549,000
2022 GO \$2.9M	1.65%	2,175,000	-	435,000	1,740,000	435,000
Total Revenue Bonds		25,146,000	-	3,073,000	22,073,000	2,780,000
Notes & Capital Leases Payable:						
Capital Lease-Regions Bank	2.21%	577,901	-	298,543	279,358	279,358
Total Notes Payable		577,901	-	298,543	279,358	279,358
Total Business-Type Activities		25,723,901	-	3,371,543	22,352,358	3,059,358
Total Long-Term Debt		\$ 64,309,043	\$ 2,300,000	\$ 7,065,092	\$ 59,543,951	\$ 7,316,347

**City of Oxford**  
**Schedule of Expenditures of Federal Awards By Grant**  
**For the Year Ended September 30, 2023**

<i>Federal Grantor/Program or Cluster Title</i>	<i>Assistance Listing Number</i>	<i>Name of Grant -Grant ID No.</i>	<i>Federal Expenditures(\$)</i>
<b>Highway Safety Cluster-Cluster</b>			
Department of Transportation			
Passed through Mississippi Department of Public Safety			
State and Community Highway Safety	20.600	PT-2023-PT-22-51	\$ 20,538
Total State and Community Highway Safety			<u>20,538</u>
National Priority Safety Programs	20.616	Alcohol Training Grant--MSTR- 2023-MD-22-51	420,168
National Priority Safety Programs	20.616	Alcohol Enforcement Grant-- M5X-2023-MD-22-51	115,674
Total National Priority Safety Programs			<u>535,842</u>
Total Department of Transportation			<u>556,380</u>
<b>Total Highway Safety Cluster-Cluster</b>			
<b>Other Programs</b>			
Department of Homeland Security			
Passed through Mississippi Department of Emergency Management			
Hazard Mitigation Grant	97.039	4536-DR-MS	7,083
Hazard Mitigation Grant	97.039	4598-DR-MS	260
Hazard Mitigation Grant	97.039	4419-DR-MS	37,262
Hazard Mitigation Grant	97.039	DR-4415-008-R	500,932
Total Hazard Mitigation Grant			<u>545,537</u>
Passed through Mississippi Department of Public Safety			
Homeland Security Grant Program	97.067	20LE286	6,092
Homeland Security Grant Program	97.067	20HS286R	29,219
Homeland Security Grant Program	97.067	22LE286	33,429
Homeland Security Grant Program	97.067	A22LE286	90,985
Homeland Security Grant Program	97.067	21LE286	50,990
Total Homeland Security Grant Program			<u>210,715</u>
Total Department of Homeland Security			<u>756,252</u>
Department of Defense			
Congressionally Directed Assistance	12.599		144,000
Total Congressionally Directed Assistance			<u>144,000</u>
Total Department of Defense			<u>144,000</u>
United States Department of Justice			
Bulletproof Vest Partnership Program	16.607		1,822
Total Bulletproof Vest Partnership Program			<u>1,822</u>
Total United States Department of Justice			<u>1,822</u>
Department of Transportation			
Passed through Mississippi Department of Transportation			
Formula Grants for Rural Areas and Tribal Transit Program	20.509	503343	2,488,359
Formula Grants for Rural Areas and Tribal Transit Program	20.509	503343	997,964
Total Formula Grants for Rural Areas and Tribal Transit Program			<u>3,486,323</u>
Total Department of Transportation			<u>* 3,486,323</u>
Department of the Treasury			
Passed through Mississippi Department of Public Safety			
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS	21.027	HB 1542 Premium Pay	154,000
Total CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS			<u>154,000</u>
Total Department of the Treasury			<u>154,000</u>
Total Other Programs			<u>4,542,397</u>
Total Expenditures of Federal Awards			<u>\$ 5,098,777</u>

\* - Major Program

The accompanying notes are an integral part of this schedule

**CITY OF OXFORD, MISSISSIPPI**  
**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**SEPTEMBER 30, 2023**

The Schedule of Expenditures of Federal Awards includes the federal grant activity of the City of Oxford, Mississippi and is presented Code of Federal Regulations Part 200, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Therefore, some amounts in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

The City has not elected to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

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Rudolph Franks, CPA (1933-2019)

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING  
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL  
STATEMENTS PERFORMED  
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Honorable Mayor and Board of Aldermen  
City of Oxford, Mississippi  
Oxford, Mississippi 38655

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Oxford, Mississippi, as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City of Oxford, Mississippi's basic financial statements and have issued our report thereon dated July 9, 2024.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the City of Oxford, Mississippi's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Oxford, Mississippi's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Oxford, Mississippi's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiency described in the accompanying schedule of findings and questioned costs as 2023-002 to be a significant deficiency.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified a certain deficiency in internal control, described in the accompanying Schedule of Findings and Questioned Costs and Responses as item 2023-001 that we consider to be a material weakness.

## **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the City of Oxford, Mississippi's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards* and which are described in the accompanying schedule of findings and questioned costs as 2023-001 and 2023-002.

### **City of Oxford, Mississippi's Response to Findings**

City of Oxford, Mississippi's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. City of Oxford, Mississippi's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

### **City of Oxford, Mississippi's Response to Findings**

The City of Oxford, Mississippi's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. The City of Oxford, Mississippi's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose. However, this report is a matter of public record and its distribution is not limited.

*Franks, Franks, Wilemon & Hagood P.A.*

FRANKS, FRANKS, WILEMON & HAGOOD, P.A.  
Tupelo, Mississippi  
July 9, 2024



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## INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Honorable Mayor and Board of Aldermen  
City of Oxford, Mississippi

### **Report on Compliance for the Major Federal Program**

#### ***Opinion on the Major Federal Program***

We have audited the City of Oxford, Mississippi's compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on the City of Oxford, Mississippi's major federal program for the year ended September 30, 2023. The City of Oxford, Mississippi's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City of Oxford, Mississippi, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2023.

#### ***Basis for Opinion on the Major Federal Program***

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States (Government Auditing Standards); and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of City of Oxford, Mississippi's and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of City of Oxford, Mississippi's compliance with the compliance requirements referred to above.

#### ***Responsibilities of Management for Compliance***

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to City of Oxford, Mississippi's federal programs.

## ***Auditor's Responsibilities for the Audit of Compliance***

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on City of Oxford, Mississippi's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about City of Oxford, Mississippi's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, and the Uniform Guidance, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding City of Oxford, Mississippi's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of City of Oxford, Mississippi's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of City of Oxford, Mississippi's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

### **Report on Internal Control over Compliance**

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant

deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose. However, this report is a matter of public record and its distribution is not limited.

Franks, Franks, Wilemon & Hagood P.A.

FRANKS, FRANKS, WILEMON & HAGOOD, P.A.  
Tupelo, Mississippi  
July 9, 2024

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## INDEPENDENT AUDITORS' REPORT ON COMPLIANCE WITH STATE LAWS AND REGULATIONS

Honorable Mayor and Board of Aldermen  
City of Oxford, Mississippi

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Oxford, Mississippi, as of and for the year ended September 30, 2023, which collectively comprise the City of Oxford, Mississippi's basic financial statements and have issued our report thereon dated July 9, 2024. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in the *Government Auditing Standards*.

As required by the state legal compliance audit program prescribed by the Mississippi Office of the State Auditor, we have also performed procedures to test compliance with certain state laws and regulations. However, providing an opinion on compliance with state laws and regulations was not an objective of our audit and, accordingly, we do not express such an opinion.

The results of those procedures and our audit of the financial statements disclosed instances of noncompliance with state laws and regulations. Our findings and recommendations and your responses are included in the Schedule of Findings and Questioned Costs as 2023-001 and 2023-002.

This report is intended solely for the information and use of the Mayor and Board of Aldermen of the City of Oxford, its management, federal awarding agencies, the Mississippi Office of the State Auditor, and pass-through entities and should not be used by anyone other than these specified parties. However, this report is a matter of public record and its distribution is not limited.

*Franks, Franks, Wilemon & Hagood P.A.*

Franks, Franks, Wilemon & Hagood, P.A.  
Tupelo, Mississippi  
July 9, 2024

**CITY OF OXFORD, MISSISSIPPI  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
September 30, 2023**

**SECTION 1 – SUMMARY OF AUDITORS' RESULTS**

**Financial Statements**

Type of auditors' report issued: Unmodified  
Internal control over financial reporting:  
Material weakness identified?  X  Yes   No  
Significant deficiency identified  
not considered to be a material weakness?  X  Yes   None reported  
Noncompliance material to financial statements  
noted?  X  Yes   No

**Federal Awards**

Internal Control over major programs:  
Material weakness identified?   Yes  X  No  
Significant deficiency identified  
not considered to be a material weakness?   Yes  X  None reported  
Type of auditors' report issued on compliance  
for major programs: Unmodified  
Any audit findings disclosed that are required  
to be reported in accordance with  
2 CFR 200.516(a)?   Yes  X  No

Identification of major program:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
<u>20.509</u>	<u>U.S. Dept. of Transportation- Formula Grants for Rural Areas</u>

Dollar threshold used to distinguish  
between Type A and Type B programs: \$ 750,000

Auditee qualified as low-risk auditee?   Yes  X  No

**CITY OF OXFORD, MISSISSIPPI  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
September 30, 2023**

**SECTION 2 – FINANCIAL STATEMENT FINDINGS:**

**2023-001                      Material Weakness, Noncompliance**

**Repeat Finding:**        Yes

**Criteria:**                The City is to maintain adequate subsidiary records substantiating the existence, completeness, and valuation of fixed assets.

**Condition:**             The City does not have a complete and accurate listing of all fixed assets. The City has not ensured that all fixed assets are properly tagged and accounted for in compliance with state laws at the time of purchase. The City's depreciation schedule has several assets without a description of the assets. The City disposed of several assets by approval in the minutes, however, the assets could not be removed from the depreciation schedule due to lack of adequate descriptions.

**Cause:**                    The City has not fully implemented an adequate system of controls for properly tracking activity of fixed assets.

**Effect:**                    The City is not in compliance with the applicable requirements as required by state statute as prescribed the Office of the State Auditor.

**Recommendation:**    The City should conduct a year-end inventory of its fixed assets and ensure that all assets owned by the City are properly tagged and accounted for in accordance with state requirements and that all assets are tagged at the time of purchase. The City should ensure adequate support and documentation is maintained on all assets purchased. The City should ensure that all assets declared surplus are identified on the depreciation schedule and properly removed.

**Response:**                The City will establish an inventory policy that will require a complete annual inventory of all fixed assets. All assets will be properly tagged and numbered, and relevant information will be gathered on all assets and included on the master fixed asset listing. The City is currently working with all departments to conduct an annual inventory and accurately tag and account for all fixed assets.

**CITY OF OXFORD, MISSISSIPPI  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
September 30, 2023**

**2023-002                      Significant Deficiency, Noncompliance**

**Repeat Finding:**        No

**Criteria:**                The City is required, by state statutes, to prepare a budget for all required governmental funds of the City and to monitor and modify the budget as necessary to ensure all expenses are within the budgeted amounts.

**Condition:**             The City had expenditures in excess of budgeted amounts in four expense categories for the year ended September 30, 2023.

**Cause:**                  The City's budget was not properly amended to prevent expenditures in excess of budgeted amounts. The expenditures in excess of budgeted amounts involved the posting of expenditures reimbursements in the expenditure accounts instead of posting to revenue accounts.

**Effect:**                  Due to the posting of expenditures reimbursements to expenditure accounts, the City was not in compliance with the applicable requirements as required by state statute as prescribed the Office of the State Auditor.

**Recommendation:**    The City should ensure that all expenditures are within the final amended budget amounts. The City should record reimbursements of expenditures in revenue accounts to avoid budget reporting issues in the future.

**Response:**              The City will take steps necessary to ensure expenditure reimbursements are correctly posted to revenue accounts and all budget categories are amended. The City did prepare amendments for all budget categories during the year. The issue was related to reclassifying entries posted after year end related to revenue reimbursements.

**SECTION 3 – FEDERAL AWARD FINDINGS:**

**NONE**

**2024 - 2025 AD VALOREM TAX REQUEST WORKSHEET**

<b>BASE CALCULATION:</b> <i>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).</i>		
	Ad Valorem Taxes Collected: October 1, 2023, through <u>    </u> June 30 <u>    </u> , 2024.	\$ 30,937,517.23
	Anticipated Ad valorem taxes to be Collected: <u>    </u> July 1 <u>    </u> , 2024 through September 30, 2024.	\$ 2,477,248.85
	Homestead Reimbursement (2023-2024)	\$ 307,300.00
ADD	Ad Valorem Tax Reduction Funds (2023-2024)	\$
ADD	Ad Valorem Tax Escrow (2022-2023)	\$
ADD	Ad Valorem Tax Shortfall Notes (2023-2024)	\$
LESS	Ad Valorem Tax Escrow (2023-2024)	\$
<b>TOTAL BASE</b>		\$ 33,722,066.08
PLUS	<u>    </u> % increase	\$
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>	\$ 2,982.00
PLUS	Estimated Ad Valorem Tax on New Property	\$
<b>TOTAL AD VALOREM TAX NEEDS</b>		\$ 33,725,048.08
LESS	Ad Valorem Tax Escrow (2023-2024)	\$
<b>NET AD VALOREM TAX REQUEST FOR OPERATIONS</b> (§37-57-104 thru 107)		\$ 33,725,048.08

<b>AD VALOREM TAX REQUESTED FOR DEBT SERVICE</b> <i>(List &amp; cite code authority)</i>		
	General Obligation Bonds Series 2013 (Refunding). 31-27-1	\$ 693,562.50
	General Obligation Bonds Series 2011/2017 refi. 31-27-1	2,237,650.00
	General Obligation Bonds Series 2018. 37-59-101	2,661,050.00
	General Obligation Bonds Series 2024 37-59-101, 31-25-1	1,819,000.00
	Three Mill / 10-20 Year Notes 2011 37-59-107	\$ 238,000.00
	Three Mill / 10-20 Year Notes 2013 37-59-107	333,000.00
	Three Mill / 10-20 Year Notes 2022 37-59-107	460,428.00
	Shortfall	\$
	Voc. Tech.	\$
<b>OTHER AD VALOREM TAX REQUESTS</b> <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.**





### Memorandum

**To:** Mayor and Board of Aldermen  
**From:** Amberlyn Liles  
**Date:** August, 2024  
**Regarding:** Request permission to advertise for reverse auction bids for equipment for the Environmental Services Department.

---

Request permission to advertise for reverse auction bids for equipment for the Environmental Services Department.

1 Front End Loader  
1 Leaf Collection Body to add to a Freightliner Chassis



**OXFORD**

DEVELOPMENT  
SERVICES

**Memorandum**

**To:** Mayor and Board of Aldermen  
**From:** Johnathan Mizell, CBO  
**Date:** August 6, 2024  
**Re:** Letter of Agreement with International Code Council (ICC)

---

Request permission to approve and authorize the Mayor to sign a Letter of Agreement with the International Code Council (ICC) to teach the 2024 Residential Code class at the Oxford Conference Center for a total of \$2,310.00.

July 31, 2024



TRAINING

Johnathan Mizell  
City of Oxford  
107 Courthouse Square  
Oxford, MS 38655

**LETTER OF AGREEMENT**  
2024 IRC Significant Changes

This letter confirms our presentation of the seminars as listed in Exhibit A for the City of Oxford chapter. The seminars will be presented to meet the learning needs of those with an intermediate level of knowledge, skills and experience in understanding and enforcing applicable code provisions. Each seminar is worth 0.6 CEUs / 6 contact hours.

The cost of these seminars is listed in Exhibit A. It is strongly suggested that each participant bring the applicable code book to each seminar.

The City of Oxford will be responsible for providing a suitable meeting room to include the following:

- Classroom style seating - 2 people per 6-foot table
- Projection Screen
- Digital Light Projector (ICC can rent City of Oxford a DLP; rental fee: \$300)

Three weeks before the seminar, the City of Oxford will contact Lisa Cherney with the number of participants expected so that materials can be shipped in a timely manner. **Please be advised that City of Oxford Officials will be billed for overnight and second day shipments resulting from late book requests.** A maximum of ten percent of total participant materials shipped can be returned for credit, if they are in good, clean, resalable condition. All returns are subject to a 20% restocking fee. **Unused seminar materials must be returned within 15 days of the last day of seminar to Lisa Cherney or they will not be accepted.** After that time, no returns will be credited, and the City of Oxford Officials will be charged the per person fee of the workbook price for participant materials that were shipped.

**The following cancelation fee applies:**

**If the sponsor cancels 90 days out they will be charged \$100. If the sponsor cancels 60 days out they will be charged \$250. If the sponsor cancels 30 days out they will be charged \$500. The sponsor will also be charged for all non-refundable travel made by the instructor.**

One signed copy of this letter must be returned to Lisa Cherney by **August 7, 2024**. If not received by this date, the training dates and instructors will be released.

We look forward to working with you in providing quality seminars. Please feel free to contact me at 888-422-7233, ext. 4318 if you have any further questions or require additional information.

Sincerely,

For International Code Council

For City of Oxford

*Lisa Cherney*

\_\_\_\_\_  
Lisa Cherney  
Manager of Enforcement Training

\_\_\_\_\_

Date: July 31, 2024

Date \_\_\_\_\_

# EXHIBIT A



TRAINING

Organization Name: City of Oxford  
Contact Name: Johnathan Mizell  
Address: 107 Courthouse Square  
City, State, Zip: Oxford, MS 38655

Seminar	Date	Quantity	Price
2024 IRC Significant Changes: In Person Session	September 4, 2024	1	\$2,310.00

Materials	Price	Quantity	Price
2024 Significant Changes to the International Residential Code: PDF download	Included	TBA	\$0.00

**TOTAL    \$2,310.00**

Cost of materials is not included in the total and is subject to sales tax and shipping fees.

If your organization is tax exempt and you have not previously submitted a tax exemption form to ICC, please send one to your seminar coordinator.

## FIELD EDUCATION AFFILIATION AGREEMENT



This Field Education Affiliation Agreement (the “AGREEMENT”) is made and entered into by and between **The University of Mississippi, School of Applied Sciences (Department of Social Work)**, in Oxford, Mississippi, (“SCHOOL”) and **OPD Community Response Team Victim Services Unit** (“HOST AGENCY”).

WHEREAS, the purpose of this AGREEMENT is to guide and direct the parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality field practicum experiences for Bachelor’s of Social Work degree to students enrolled in undergraduate or graduate social work courses of the SCHOOL.

WHEREAS, this AGREEMENT is intended and shall be interpreted to meet the SCHOOL’s accreditation standards related to field education with affiliates which require at a minimum:

- The HOST AGENCY will provide students, and faculty if applicable, access to appropriate resources for field education.
- The SCHOOL is ultimately responsible for the field education program, academic affairs, and the assessment of students.
- The SCHOOL is primarily responsible for the appointment and assignment of faculty members with responsibility for student teaching.
- Specification of the responsibility for treatment and follow-up when a student is exposed to an infectious or environmental hazard or other occupational injury,
- The shared responsibility of the SCHOOL and HOST AGENCY for creating and maintaining an appropriate learning environment.

WHEREAS, neither party intends for this AGREEMENT to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

### **A. Responsibilities of the SCHOOL.**

1. The SCHOOL will plan and determine the adequacy of the educational experience of the students in theoretical background, basic skill, professional ethics, attitude and behavior and shall assign to the HOST AGENCY only those students who have satisfactorily completed the prerequisite didactic portions of the SCHOOL’s curriculum.
2. The SCHOOL will retain ultimate responsibility for the education and assessment of its students. The School’s representative for this Agreement shall be a faculty member appointed and assigned by the SCHOOL, who will be responsible for student teaching and assessment provided pursuant to this Agreement.
3. The SCHOOL will advise all students assigned to the HOST AGENCY facilities regarding the confidentiality of student records imparted during the training experience. The SCHOOL will also advise all students that the confidentiality requirements survive the termination or expiration of this AGREEMENT. The SCHOOL shall require each student to sign a Statement of Confidentiality form attached hereto as Exhibit A. The forms shall be maintained by the SCHOOL, and provided to HOST AGENCY upon request.

## FIELD EDUCATION AFFILIATION AGREEMENT



4. The SCHOOL will require all participating students to maintain health insurance and provide proof of health insurance to the School. The HOST AGENCY may request the students provide proof of health insurance prior to beginning of the training experience.
  5. The SCHOOL will require all participating students to have completed an appropriate criminal background check, and to have documented appropriate immunizations on file with the SCHOOL. If applicable, the HOST AGENCY shall notify the student of any requests for evidence of criminal background test or immunization. The SCHOOL will inform the student of his/her responsibility to provide evidence to the HOST AGENCY of any required criminal background checks or immunizations, when requested. The HOST AGENCY shall notify the SCHOOL of its requirements of an acceptable criminal background check and required immunizations. The SCHOOL will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to the HOST AGENCY'S policies and practices, and that the cost of any such test will be paid by the student, if not the HOST AGENCY.
  6. The SCHOOL will advise students that they are required to comply with HOST AGENCY rules, regulations, and procedures.
  7. If requested by the HOST AGENCY, the SCHOOL will provide instruction to the HOST AGENCY'S staff with respect to the SCHOOL's expectations regarding assessment of the SCHOOL'S students at the HOST AGENCY.
- B. Responsibilities of the HOST AGENCY.
1. The HOST AGENCY has a responsibility to provide field instruction and supervision of students. The HOST AGENCY has the responsibility to provide meaningful and diverse learning experiences that allow students opportunities to engage in helping individuals, small groups, families, communities, organizations, and institutions.
  2. The HOST AGENCY has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the HOST AGENCY will provide students and faculty with access to appropriate resources for field education including: a) access to the HOST AGENCY facilities and students in an appropriately supervised environment, in which the SCHOOL's students can complete the SCHOOL's curriculum; b) student security badges or other means of secure access to secured areas; c) access and required training for students in the proper use of electronic records as applicable; d) computer access; and, e) secure storage space for students' personal items when at the HOST AGENCY.
  3. The HOST AGENCY will retain full authority and responsibility for the instruction and quality standards provided to its students, and will maintain a level of instruction that meets generally accepted standards conducive to satisfactory instruction. While in HOST AGENCY's facilities, students will have the status of trainees; are not to replace HOST AGENCY staff; and, are not to render unsupervised services. All services rendered by students must have educational value and meet the goals of the field education program. HOST AGENCY and its staff will provide such supervision of the educational activities as is reasonable and appropriate to the circumstances and to the student's level of training.
  4. Intentionally Omitted.

## FIELD EDUCATION AFFILIATION AGREEMENT



5. The HOST AGENCY staff will, upon request, assist the SCHOOL in the assessment of the learning and performance of participating students by completing assessment forms provided by the SCHOOL and returned to the SCHOOL in a timely fashion.
6. The HOST AGENCY will provide for the orientation of SCHOOL's participating students as to the HOST AGENCY'S rules, regulations, policies, and procedures. The HOST AGENCY will provide the SCHOOL and participating students with any necessary credentialing information.
7. The HOST AGENCY agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is in need of emergency medical care while training at HOST AGENCY'S facility, HOST AGENCY will assist student in getting the necessary care with the understanding that costs of such care shall be the responsibility of the student.
8. To the extent the HOST AGENCY, generates or maintains educational records related to the participating students, the HOST AGENCY agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to the SCHOOL and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, SCHOOL hereby designates HOST AGENCY as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to the SCHOOL's records is required by HOST AGENCY to carry out the Program.
9. Upon request, the HOST AGENCY will provide proof that it maintains liability insurance in an amount that is commercially reasonable.
10. The HOST AGENCY will provide written notification to the SCHOOL promptly if a claim arises involving a student. The HOST AGENCY and SCHOOL agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
11. The HOST AGENCY shall identify a site coordinator from among its staff who will communicate and cooperate with the SCHOOL's course director to ensure faculty and student access to appropriate resources for the field training experience.

### C. Mutual Responsibilities.

1. Representatives for each party will be established on or before the execution of this AGREEMENT.
2. The parties will work together to maintain an environment of high-quality instruction. At the request of either party, a meeting or conference will promptly be held between SCHOOL and HOST AGENCY representatives to resolve any problems or develop any improvements in the operation of the field education program.
3. The SCHOOL will provide qualified and competent individuals in adequate number for the instruction, assessment, and supervision of students using the SCHOOL facilities. The HOST

## FIELD EDUCATION AFFILIATION AGREEMENT



AGENCY will provide qualified and competent staff members in adequate number for the instruction and supervision of students using the HOST AGENCY facilities.

4. The SCHOOL and the HOST AGENCY will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation or any other basis protected by law. The SCHOOL and HOST AGENCY will work together to provide reasonable accommodations to students with disabilities, in order to enable the students to perform essential job functions and acquire the necessary knowledge and skills.
  5. The SCHOOL, including its faculty, staff, students, and HOST AGENCY share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the students. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.
  6. HOST AGENCY may immediately remove from the premises and retains the right to suspend or terminate any student's participation at the HOST AGENCY. The HOST AGENCY will immediately notify the appropriate office of the SCHOOL if such an action is required and the reasons for such action. The SCHOOL may terminate a student's participation when, in its sole discretion, it determines that further participation by the students would no longer be appropriate. The SCHOOL will notify the HOST AGENCY if such action is required.
- D. Term and Termination. The term of this AGREEMENT shall be one (1) year commencing the date this agreement is signed by both parties. At the end of one (1) year, this agreement shall automatically renew for a maximum of four (4) additional one-year terms. This Agreement is valid for a maximum of five (5) years. This AGREEMENT may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party in advance of the next educational experience. Should notice of termination be given under this Section, students already scheduled to train at HOST AGENCY will be permitted to complete any previously scheduled field assignment at HOST AGENCY.
- E. Employment Disclaimer. The students participating in the program will not be considered employees or agents of the HOST AGENCY or SCHOOL for any purpose. With the exception of any student stipends paid to the SCHOOL, students will not be entitled to receive any compensation from HOST AGENCY or SCHOOL or any benefits of employment from HOST AGENCY or SCHOOL, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. HOST AGENCY will not be required to purchase any form of insurance for the benefit or protection of any students of the SCHOOL.
- F. No Agency Relationship Between the Parties. Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.



## FIELD EDUCATION AFFILIATION AGREEMENT



- G. Assignment. This AGREEMENT will not be assigned by either party without the prior written consent of the other.
- H. Notices. All notices provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, addressed as indicated below.
- |                                     |                                  |
|-------------------------------------|----------------------------------|
| To HOST AGENCY:                     | To SCHOOL:                       |
| Name OPD Comm. Res. Team Vic. Serv. | University of Mississippi        |
| Unit                                | Dr. Keith Anderson               |
| Attn:                               | Department of Social Work, Chair |
| Address                             | P.O. Box 1848                    |
| City, State Zip Code                | University, MS 38677-1848        |
- With Copy to:  
University of Mississippi  
Office of General Counsel  
209 Lyceum  
University, MS 38677
- I. No Payments. No payments shall be made between the parties or to the students in connection with this Agreement.
- J. Severability. The invalidity of any provision of this AGREEMENT will not affect the validity of any other provisions.
- K. HOST AGENCY recognizes that SCHOOL, as a political subdivision of the State of Mississippi, enters into this contract only to the extent authorized by Mississippi law. HOST AGENCY acknowledges that the individual executing the contract on behalf of SCHOOL is doing so only in his/her official capacity only, and to the extent that any provision contained in the contract exceeds his/her authority, HOST AGENCY agrees that it will not look to that individual in his/her personal capacity or otherwise seek to hold him/her individually liable for exceeding such authority.
- L. SCHOOL is a public university and political subdivision of the State of Mississippi and under the Constitution and laws of the State of Mississippi possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has such authority as is granted to it under the Constitution and laws of the State of Mississippi. Nothing in this Agreement is intended to be, or will be construed as, a waiver of the Eleventh Amendment or sovereign immunity of the State of Mississippi or a prospective waiver or restriction of any of the rights, remedies, claims, and privileges of the State of Mississippi.
- M. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions. Any litigation with respect to this Agreement shall be brought in a court of competent jurisdiction in Lafayette County, Mississippi.
- N. Entire Agreement. This AGREEMENT constitutes the entire AGREEMENT of the parties as it relates to this subject matter and may be modified only by written agreement of the parties.

**FIELD EDUCATION AFFILIATION AGREEMENT**



**IN WITNESS WHEREOF**, the parties, through their authorized representatives, have affixed their signatures below.

**SCHOOL**

**HOST AGENCY**

By: \_\_\_\_\_  
Dr. Noel E. Wilkin  
Provost and Executive Vice Chancellor for  
Academic Affairs  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

EXHIBIT A

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under Federal law to keep confidential any information regarding all students at **OPD Community Response Team Victim Services Unit**. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized staff and associated personnel any specific information regarding any such students.

\_\_\_\_\_  
Undergraduate/Graduate Student  
The University of Mississippi

\_\_\_\_\_  
Date



## OXFORD POLICE DEPARTMENT

**Jeff McCutchen**

*Chief of Police*

**Sheridan Maiden**

*Deputy Chief of Police*

### **SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT APPLICATION**

In accordance with the City of Oxford, Mississippi Code of Ordinances - Chapter 102, Article XX, Section 102-637- Permit Required, no person shall engage in or conduct any parade or public assembly unless a permit is issued by the Chief of Police.

Application must be submitted to the City Clerk's Office in City Hall at least fourteen (14) days prior to the proposed parade or public assembly.

Application fee is due at the time the application is submitted.

#### I. Applicant Information:

Name: Marlee Carpenter

Phone Number: 662-660-4765 E-mail Address: mcarpenter@strongertogetheroxford.com

Address: 1308 North Lamar Blvd. Suite 4

Oxford \ MS \ 38655  
(City) (State) (Zip Code)

Are you submitting this application on behalf of a business or organization?

Yes  No

If yes, please provide the following information about the business/organization:

Name of Business/Organization: Stronger Together Oxford

Director of Business/Organization: Marlee Carpenter

Phone Number: 662-660-4765 E-mail Address: mcarpenter@strongertogetheroxford.com

Address: 1308 north lamar blvd suite 4

oxford \ ms \ 38655  
(City) (State) (Zip Code)

Name of On-Site Contact Person at Event: Marlee Carpenter

Phone Number: 662-660-4765 E-mail Address: mcarpenter@strongertogetheroxford.com

II. Event Information:

Date: 8/17/24 Start Time: 2:00 pm End Time: 4:00 pm

Type of Event: Supply drive for ARC

Event Location Information:

Starting Point Location: City Hall Pocket Park

Finish Line Location: \_\_\_\_\_

Detailed Route: \_\_\_\_\_

Other Information: \_\_\_\_\_

Designation of any City of Oxford Facilities and/or Equipment to be Utilized: None

Number of Expected Participants: 100 Number of Expected Spectators: \_\_\_\_\_

Spacing Intervals to be Maintained Between Units: \_\_\_\_\_

Description of Attention-Getting Devices, Signs, Banners, or Recording Equipment to be Used by Event: none

III. Application Fee:

The application fee is \$25.00, and it must be paid at the time the application is submitted.

IV. Police Protection Fee:

As per Chapter 102, Article XX, Section 102-641- Police Protection, the Chief of Police shall determine whether and to what extent additional police protection is reasonably necessary for the parade or public assembly for traffic control and public safety. If additional police protection is deemed necessary by the Chief of Police, the applicant will be solely responsible for this cost and must remit payment prior to the date of the event.

V. Signatures:

Marlee Carpenter

Digitally signed by Marlee Carpenter  
Date: 2024.07.30 22:12:55 -05'00'

Applicant Signature

Date

Approved By: Chief of Police, Oxford Police Department

Date



# OXFORD

PLANNING  
DEPARTMENT

## Memorandum

**To:** Mayor and Board of Alderman  
**From:** Kate Kenwright; Planner II  
**Date:** August 6, 2024  
**RE:** Request approval of a Plat Amendment for “Grand Oaks Commercial Subdivision”, 2000 Barron Street (PPIN #8911)

---

The subject property is located off of Grand Oaks Boulevard and Highway 7, and includes the entirety of Barron Street and both Lyles Drive intersections. The applicant seeks Preliminary and Final plat approval. Measuring at +/- 13.42 acres, the land will be divided into two lots measuring +/- 11.43 acres and +/- 0.92 acres, with +/- 1.07 acres set aside for future stormwater detention. The proposed lots meet the underlying zoning requirements of the (SCO) Suburban Corridor District.

This case was unanimously recommended for approval at the May, 2024 Planning Commission meeting.

All conditions of approval placed on the project at the Planning Commission level have been satisfied.

### **Recommendation:**

Staff recommends approval of the Preliminary and Final Plat with the following conditions:

1. Approval is for the Plat as submitted subject to necessary revisions per the Site Plan Review Committee (Planning).



## OXFORD

PLANNING  
DEPARTMENT

### Case #3078

**To:** Oxford Planning Commission  
**From:** Kate Kenwright, Planner II  
**Date:** May 13, 2024

**Applicant:** Bernard Johnson  
**Owner:** Same  
**Request:** Preliminary and Final Plat Approval for the 'Grand Oaks Commercial Subdivision'  
**Location:** 2000 Barron Street (PPIN #8911)  
**Zoning:** (SCO) Suburban Corridor District

#### Surrounding Zoning:

**North:** (NR) Neighborhood Residential District  
**East & South:** (SCO) Suburban Corridor District  
**West:** (UCO) Urban Corridor District

#### Case History:

Case #2181—05/2017—Variance from Section 162.04 *Streets (4) ROW Width*  
Case #2229—09/2017—Final Plat Approval (Amended) for 'Grand Oaks Amended—Phase III'  
Case #2291—04/2018—Final Plat Approval (Amended) for 'Grand Oaks Subdivision, Phase I'  
Case #2828—02/2022—Site Plan Approval for 'Grand Oaks Office Park—Building One'

#### Planning Comments:

The subject property is located off of Grand Oaks Boulevard and Highway 7, and includes the entirety of Barron Street and both Lyles Drive intersections. The applicant seeks preliminary and final plat approval. Measuring at +/- 13.42 acres, the land will be divided into two lots measuring 11.43 acres and .92 acres, with 1.07 acres set aside for future stormwater detention. The proposed lots meet the underlying zoning requirements of the (SCO) Suburban Corridor District.

#### Recommendation:

Staff recommends approval of the Preliminary and Final Plat with the following condition:

1. Approval by the Mayor and Board of Aldermen of the Preliminary and Final Plat for the 'Grand Oaks Commercial Subdivision'. (Planning)

2. A copy of the stamped recorded covenants shall be provided to the City at the time the plat is recorded with Chancery Clerk. (Planning)
3. Approval is for the plan as submitted subject to necessary technical revisions per the Site Plan Review Committee. (Planning)
4. Prior to the plat being heard by the Mayor and Board of Aldermen, the Planning Department shall receive a Special Use, including all necessary documentation, for a Mixed-Use Common Interest Development for Lot 2. (Planning)



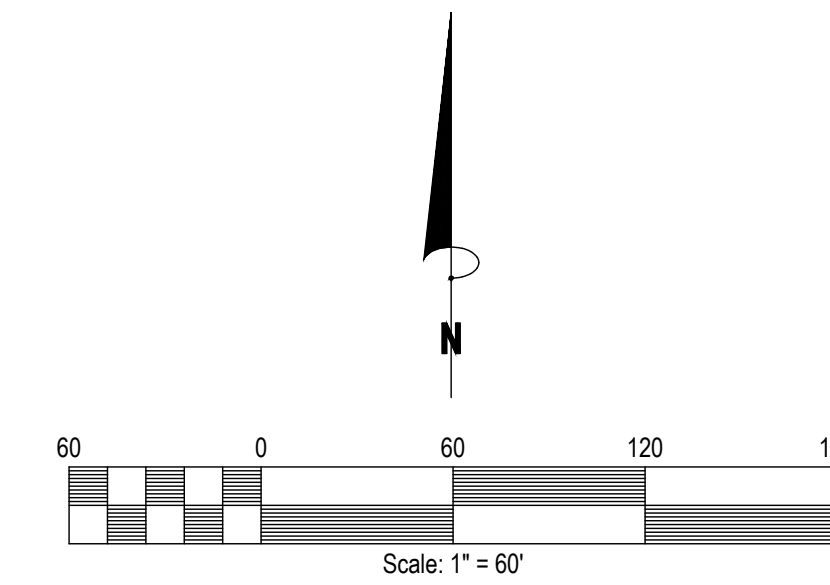
**Grand Oaks Commercial Subdivision  
Project Narrative  
Provided By: Williams Engineering Consultants, Inc.**

**March 22, 2024**

The project consists of the division of a 13.42 Acre tract into 2 lots. Lot 1 will be approximately 11.43 Acres. Lot 2 is a lot that has a previous site plan approved for Corey Alger consisting of 0.92 Acres. The subdivision will have a 1.07 common open space that is set aside for future detention.

# Grand Oaks Commercial Subdivision

Total Area +/- 13.42 Acres  
2 Commercial Lots



## LEGEND

	RIGHT-OF-WAY LINES		CONCRETE CURB AND GUTTER
	PROPERTY LINES		PROPERTY CORNERS
	CENTERLINE ROAD		MONUMENTS FOUND
	APPARENT ADJOINING PROPERTY LINE		REFERENCE CORNERS
	UTILITY EASEMENT LINES		BENCHMARKS
	UNDERGROUND ELECTRIC LINES		CURB INLET
	SEWER LINES		FIRE HYDRANT
	GAS LINES		ELECTRIC BOX
	WATER LINES		EXISTING SANITARY MANHOLES
	CHAIN LINK FENCE LINES		STUBOUT
	HEDGE ROW		HDPPE
	ASPHALT AREAS		INLET
	POINT OF BEGINNING		WATER METERS
	NOT TO SCALE		WATER VALVE
	PLAT CALLS		SPOT ELEVATION
	MEASURED CALLS		LOT NUMBERS

(All symbols in legend may not be used on current survey.)

### Notes:

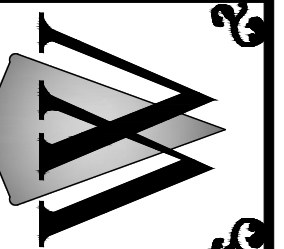
- This is a Class "B" Survey as set forth in Appendix "A" of the Standards of Practice for Land Surveying in the State of Mississippi.
  - This survey meets the conditions of closure and accuracy for condition "B" as set forth in Appendix "B" of the standards of practice for Land Surveying in the State of Mississippi.
  - Field survey completed March 18, 2024.
  - "True" Geodetic Bearings were established from GPS Observation by Williams Engineering.
  - Subject survey is Zoned SCD "Suburban Corridor District" as per City of Oxford Interactive Zoning Map Adopted March 19, 2019 and is subject to the regulations, setbacks, and easements found in the City of Oxford Land Development Code latest addition.
  - This property is subject to any right-of-way or easements recorded or unrecorded shown or not shown on plat of survey.
  - All property corners set are 1/2" rebar with survey cap, unless otherwise stated.
  - No underground utilities requested or shown on subject survey.
- Deed References:**  
 A. Deed Book-424, Page-411    B. Deed Book-519, Page-308    C. Instrument No. 20056276  
 D. Mississippi State Highway No. 7 Roadway plans SP-STP-0019-02(033)

Description: A tract of land being a fraction of the East Half (E 1/2) of Section 33, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi; being described in more detail as follows:

Beginning at a 1/2" rebar set at the Northwest Corner of Lot 11 of South Park Subdivision, Ph.III; also being on the East right of way line of Mississippi State Highway No. 7 (100.57 feet from centerline); run thence along the said East right of way line as follows: N 15° 28' 13" E for a distance of 441.87 feet to a 6" x 6" concrete right-of-way marker (100.57 feet from centerline); run thence N 27° 53' 46" E for a distance of 461.94 feet to a 1/2" rebar previously set (200.34 feet from centerline); run thence N 15° 23' 35" E for a distance of 174.71 feet to a 3/4" rebar found at the intersection of said East line and South line of a right of way flare on said Mississippi State Highway No. 7 (200.25 feet from centerline); run thence N 82° 06' 38" E, leaving said East right of way line and along said South line of flare, for a distance of 158.56 feet to a 1/2" rebar set at the intersection of said flare and the South right of way of Grand Oaks Boulevard (27.50 feet from centerline of Grand Oaks Boulevard); run thence leaving said right of way line flare and along said South right of way line as follows: S 55° 08' 28" E for a distance of 109.09 feet to a 1/2" rebar previously set at the beginning of a circular curve to the left (27.50 feet from centerline); run thence along said curve having a chord bearing of S 76° 52' 26" E, a radius of 397.22 feet, an arc length of 301.29 feet, and a chord length of 294.12 feet to a 1/2" rebar previously set (27.36 feet from centerline); run thence N 81° 23' 17" E for a distance of 47.04 feet to a 1/2" rebar found (27.33 feet from centerline); run thence S 08° 31' 47" E leaving said right of way line for a distance of 174.67 feet to a 1/2" rebar found; run thence S 35° 51' 09" W for a distance of 738.49 feet to a 1/2" iron pipe found; run thence S 35° 53' 03" W for a distance of 171.14 feet to a 1/2" rebar set; run thence N 71° 18' 51" W for a distance of 209.03 feet to a 1/2" rebar set on the East side of Barron Street (22.56 feet from centerline of Barron Street); run thence S 15° 28' 20" W along said East side for a distance of 124.84 feet to a 1/2" rebar previously set on the North right-of-way line of Barron Street (22.56 feet from centerline); run thence N 74° 31' 39" E leaving said East side and along said North right-of-way line of Barron Street for a distance of 45.00 feet to a 1/2" rebar previously set (22.44 feet from centerline); run thence N 74° 36' 26" W leaving said North line for a distance of 184.90 feet to the Point of Beginning of the herein described tract of land. Said tract contains 13.42 acres more or less.

\*"True" Geodetic Bearings were established by GPS Observation by Williams Engineering Consultants, Inc. (662-236-9675)

WILLIAMS ENGINEERING CONSULTANTS, INC.  
Professional Engineers | Professional Land Surveyors



Final Subdivision Plat  
Grand Oaks Commercial Subdivision  
A tract of land being a fraction of the East Half (E 1/2) of Section 33, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi

REVISION	DATE

Scale: 1" = 60'

Date: 3/22/2024

File: SB-162867 (Grand Oaks, Inc. Commercial) SB-162867

Proj. No.: SB-162867

Drawn By: JBM

Checked By: RSD

Sheet Title:

Subdivision Plat

Sheet No.:

# Grand Oaks Commercial Subdivision

Total Area +/- 13.42 Acres  
2 Commercial Lots

**OWNERS CERTIFICATE (DEVELOPER):**

I, JAMES W. RAYNER, PRESIDENT OF GRAND OAKS, INC., OWNER OF THE TRACT OF LAND HEREIN DESCRIBED, CERTIFY THAT I DID CAUSE SAID LAND TO BE SUBDIVIDED AND PLATTED AS SHOWN ON THIS PLAT OF GRAND OAKS COMMERCIAL SUBDIVISION. UTILITY EASEMENTS ARE 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 HIS OWN FREE WILL.

WITNESS MY HAND AND SIGNATURE THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

SIGNED: \_\_\_\_\_  
JAMES W. RAYNER  
GRAND OAKS, INC.

**NOTARY'S CERTIFICATE**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ WITHIN MY JURISDICTION, THE WITHIN NAMED JAMES W. RAYNER, WHO ACKNOWLEDGED THAT HE IS THE DESIGNATED REPRESENTATIVE OF GRAND OAKS, INC. AND OWNER OF THE DESCRIBED GRAND OAKS COMMERCIAL SUBDIVISION, AND THAT IN SAID REPRESENTATIVE CAPACITY, EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED TO DO SO.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

**ENGINEER'S CERTIFICATE:**

IT IS HEREBY CERTIFIED THAT THIS PLAT OF GRAND OAKS COMMERCIAL SUBDIVISION, IS TRUE AND CORRECT, AND ALSO 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.

DATE: \_\_\_\_\_  
ENGINEER: JEFFERY W. WILLIAMS, PE NO. 12627

**SURVEYORS CERTIFICATE:**

THIS IS TO CERTIFY THAT I HAVE DRAWN SUBJECT PLAT FROM AN ACTUAL ON THE GROUND SURVEY AND FROM DEEDS OF RECORD AND THAT THE PLAT REPRESENTS THE INFORMATION AND THAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE: \_\_\_\_\_  
SURVEYOR: JEFFERY W. WILLIAMS, PLS NO. 2833

**CITY ENGINEER'S CERTIFICATE**

I CERTIFY THAT \_\_\_\_\_ HAS COMPLIED WITH ONE OF THE FOLLOWING ALTERNATIVES FOR GRAND OAKS COMMERCIAL SUBDIVISION

- 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.
- 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\_\_\_\_.

JOHN CRAWLEY, CITY ENGINEER  
CITY OF OXFORD

**CITY OF OXFORD PLANNING COMMISSION APPROVAL:**

CITY OF OXFORD  
STATE OF MISSISSIPPI

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

SIGNED: \_\_\_\_\_  
CHAIRMAN  
CITY OF OXFORD PLANNING COMMISSION

**CITY OF OXFORD BOARD OF ALDERMEN APPROVAL:**

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\_\_\_\_.

SIGNED: \_\_\_\_\_  
ROBYN TANNEHILL  
MAYOR, CITY OF OXFORD

ATTEST: \_\_\_\_\_  
CITY CLERK

**FILING CERTIFICATION BY CHANCERY CLERK:**

PERSONALLY APPEARED BEFORE ME, MIKE ROBERTS, CHANCERY CLERK, IN AND FOR LAFAYETTE COUNTY, MISSISSIPPI, JAMES W. RAYNER, WHO EXECUTED THE ATTACHED OWNER'S CERTIFICATE THAT WAS SIGNED AND DELIVERED OF HIS OWN FREE ACT AND DEED, AND ALSO APPEARED, JEFFERY W. WILLIAMS, WHO EXECUTED THE ATTACHED SURVEYOR'S CERTIFICATE AND ACKNOWLEDGED THAT IT WAS SIGNED AND DELIVERED AS HIS OWN FREE ACT AND DEED.

WITNESS MY HAND AND SIGNATURE ON THIS, THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

SIGNED: \_\_\_\_\_  
MIKE ROBERTS - CHANCERY CLERK  
COUNTY OF LAFAYETTE  
STATE OF MISSISSIPPI

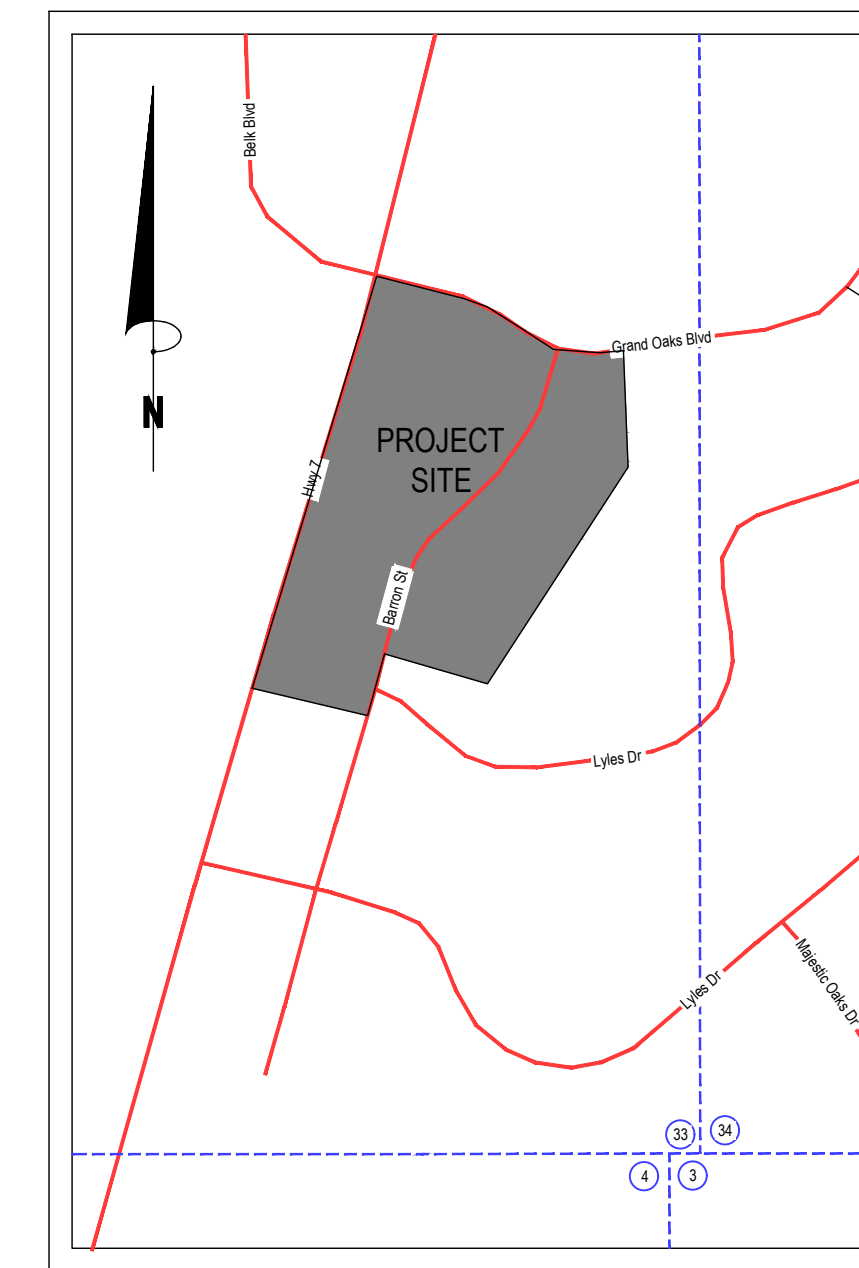
I, MIKE ROBERTS, CHANCERY CLERK IN AND FOR SAID COUNTY AND STATE, HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT \_\_\_\_\_ O'CLOCK ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AND WAS DULY RECORDED IN PLAT CABINET \_\_\_\_\_, SLIDE \_\_\_\_\_.

WITNESS MY HAND AND SIGNATURE ON THIS, THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

SIGNED: \_\_\_\_\_  
MIKE ROBERTS - CHANCERY CLERK

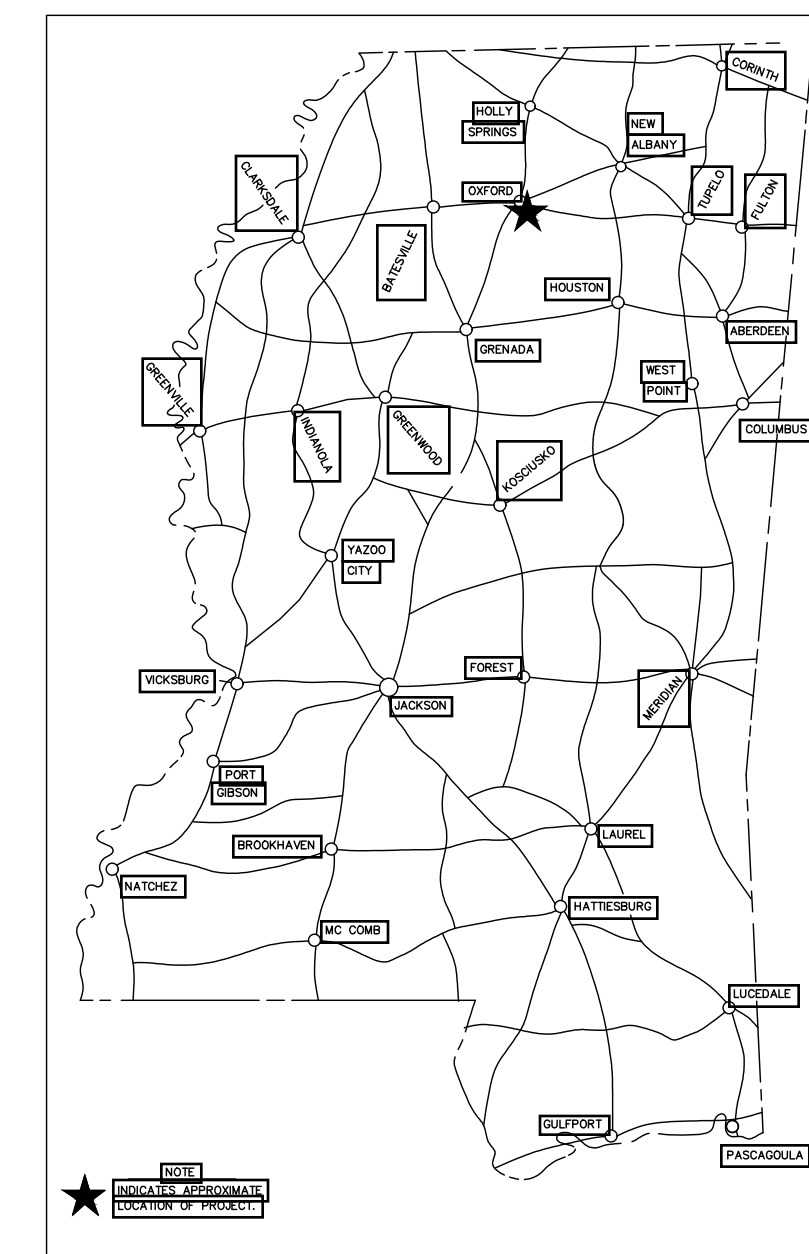
**RESTRICTIVE COVENANTS**

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



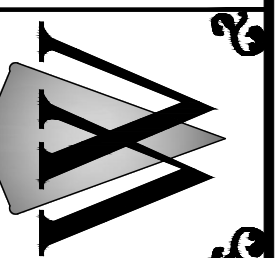
VICINITY MAP  
(NOT TO SCALE)

**LOCATION MAP**  
NTS



WILLIAMS ENGINEERING CONSULTANTS, INC.  
Professional Engineers | Professional Land Surveyors

720 NORTH LAMAR BOULEVARD, SUITE A  
P.O. BOX 1197 OXFORD, MISSISSIPPI 38655  
662.236.9675



Final Subdivision Plat  
Grand Oaks Commercial Subdivision  
A tract of land being a fraction of the East Half (E 1/2) of Section 33, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi

REVISION	DATE

Scale: 1" = 60'

Date: 3/22/2024

File: SB-162867 (Grand Oaks, Inc Commercial) SB File  
C:\Subdivision Plat\Grand Oaks Commercial\SB.DWG

Proj.No.: SB-162867

Drawn By: JBM

Checked By: RSD

Sheet Title:

Subdivision  
Plat

Sheet No.:



**OXFORD**  
DEVELOPMENT  
SERVICES

# MEMORANDUM

---

**To:** Board of Aldermen

**From:** John Crawley, City Engineer

**CC:** Bart Robinson, P.E., COO / Micah Quinn, Director of the OCC

**Date:** August 6, 2024

**Re:** Permission to Accept the Proposal of A2H Engineers, Architects & Planners  
for Oxford Conference Center Roof "B" Replacement Project

---

Engineering requests approval of the proposal of A2H for the design and project management of the captioned project and that the mayor be given permission to execute the agreement. The proposed fees associated with the proposal are \$83,800.00 plus minor fees for reimbursable expenses which should not exceed \$2,000.00.

John



July 31, 2024

John Crawley, PE  
City Engineer  
City of Oxford, MS  
107 Courthouse Square  
Oxford, MS 38655

Re: City of Oxford, MS  
Oxford Conference Center Area B Renovation  
102 Ed Perry Boulevard  
Oxford, MS

**A2H # 20413.01**

Dear Mr. Crawley,

A2H is pleased to submit our Contract for design and consulting related services for this project. As an integrated Engineering, Architectural and Planning firm, A2H offers all services required to successfully complete this project. If you agree with the terms as outlined within the enclosed Contract, please acknowledge your acceptance by signing and dating the Contract and initialing the Terms and Conditions in the spaces indicated and return one executed Contract to our office.

If selected, please note that Jeff Eakes will serve as Project Manager for this project and will be your contact person in our office. If you have any questions or require additional information, please do not hesitate to contact either me or Debbie at any time.

Thank you for giving us the opportunity to submit this Contract.

Sincerely,

**A2H, PLLC**

Logan E. Meeks, PE  
President | Principal

Jeff Eakes, RA  
Project Manager | Sr. Architect



July 31, 2024

John Crawley, PE  
City Engineer  
City of Oxford, MS  
107 Courthouse Square  
Oxford, MS 38655

Re: City of Oxford, MS  
Oxford Conference Center Area B Renovation  
102 Ed Perry Boulevard  
Oxford, MS

**A2H # 20413.01**

Dear Mr. Crawley,

A2H is pleased to respond to your request for Professional Services on the above referenced project. By way of this Contract, we are enclosing our understanding of the scope of work required for the project and shall perform the Professional Services upon the terms and conditions set forth in this letter.

**I. The following represents our understanding of the project description:**

A2H will be responsible for professional design and consulting services necessary for the Oxford Conference Center Area B Renovation 102 Ed Perry Boulevard proposed in Oxford, MS.

Additional aspects of the project include the following:

- A. A Hazardous Materials Report and Remediation Plan has been provided and will be used by A2H to confirm the full scope of work for the renovation project.
- B. A2H will provide Contract Documents for the Renovation to include design for replacing the following:
  - i. Roof system is based upon the Roof Observation Report prepared by A2H and dated 10/30/2020 (see Exhibit A), the existing flashing and coping as well as areas of wet insulation.

**II. It is our understanding that the Basic Scope of Services includes:**

A2H will provide the following as part of our Basic Scope of Services, working closely with City of Oxford, MS to provide these services in support of the project:

- Project Management
- Architecture
- Construction Administration

The phases described below represent our understanding of the project requirements as indicated by the Client:

### **Schematic Design**

- A. A2H will review the confirmed layout and dimension diagram then develop a Schematic Floor Plan to replace interior elements, mechanical systems, and electrical systems.
- B. A2H will review the approved Roof Observation Report, dated 10/30/2020 then develop a Schematic Roof Plan to include the following:
  - i. The existing single ply as well as the 2-ply modified bitumen roof underneath are to be removed and replaced with a 2-ply modified bituminous membrane roof system with a high-density protection board, similar to the original design intent.
  - ii. Areas where wet insulation occurs will be removed and replaced with new roof insulation.
- C. A2H will present the Schematic Design documents to the City for review and approval.

### **Design Development**

- A. Based on the Client's approval of the Schematic Design Documents and authorization of any adjustments in the project requirements, A2H will prepare Design Development Documents for the Client's approval.
- B. The Design Development Documents will consist of drawings including, plans, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the project as may be appropriate to identify major materials and systems as well as establish their quality level.
- C. A2H will obtain product data as may be appropriate for the project, including specially designed items or elements, to indicate finished appearance and functional operation.
- D. An Opinion of Probable Cost will be submitted based upon square foot numbers for the construction as indicated in the Design Development Documents.
- E. Design Development Meeting will be held with the Client to review the Design Development Documents and Opinion of Probable Cost.
- F. A2H will modify the Design Development Documents if required to achieve budget and program objectives.

### **Construction Documents**

- A. Based on the Client's approval of the Design Development Documents and authorization of any adjustments in the project requirements, A2H will prepare Construction Documents and Specifications for approval that will be used for securing competitive bids from Contractors.
- B. The Construction Documents will 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 of materials and systems as well as other requirements for the construction of the Work.
- C. A2H and the Client acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings and Product Data.
- D. Included also in this phase will be:
  - i. Meeting with the City of Oxford Engineering Department to review and coordinate the Construction Documents for review and approval.
  - ii. Meeting with the Client at 95% to review project status and to incorporate review comments.

- iii. Submit Construction Documents to Authorities Having Jurisdiction for approval.
- iv. Issue to the Client 100% Contract Documents.
- E. The Construction Documents provided will be suitable for submission by the Client for building permit approval.

### **Bidding**

- A. A2H will assist the Client in obtaining bids to construct the work and prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Construction Document and Specifications.
- B. A2H will distribute the Construction Document and Specifications to prospective bidders via A2H Plan Room, FTP site, and Client designated Plan Rooms.
- C. A Pre-Bid Conference will be organized and conducted for the prospective bidders.
- D. Addenda responses and clarifications will be made to prospective bidders on the Construction Document and Specifications.
- E. A2H will assist the City to organize and conduct the opening of the bids then subsequently documenting and distributing the bidding results, as directed by the Client.
- F. A2H will assist the Client in executing the agreement between Owner and Contractor.

### **Construction Administration**

- A. A2H will advise and consult with the Client during the construction phase services. A2H will have authority to act on behalf of the Client only to the extent provided in this agreement. A2H will 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 will A2H be responsible for the Contractor's failure to perform the work in accordance with the requirements of the Contract Documents. A2H will not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor.
- B. A2H will review and certify the amounts due to the Contractor and shall issue certificates in such amounts.
- C. A2H will 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 the Contract Documents, and further 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. A2H's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by A2H, of any construction means, methods, techniques, sequences or procedures.
- D. A2H will assist the Contractor with questions generated during the construction process.
- E. A2H will conduct one (1) on-site visit for the Preconstruction Meeting
- F. A2H will conduct site visits per month during construction to verify project is being constructed per contract.
- G. A2H will conduct one (1) on-site visit at Substantial Completion to provide a final comprehensive punch list of the project prior to final payment.
- H. Review closeout documents prepared by Contractor at the end of the construction phase.



**III. Exclusions from our Basic Scope of Services are as follows:**

Services not set forth above as Basic Scope of Services in this Contract are excluded from the scope of our work and we assume no responsibility to perform such services, including but not limited to:

- A. Services required because of significant changes in the project, including changes in size, quality, complexity, schedule or methods of bidding.
- B. Plan review fees required by local or state entity, application fees and/or permit fees.
- C. Phase I and/or II Environmental Site Assessment.
- D. Furniture, Fixture, and Equipment planning.
- E. Value Engineering/Analysis after the completion of the Construction Documents phase services shall be compensated as an Additional Service per Section VI.
- F. Construction Cost Estimating services.
- G. Submission and payment for Advertisement for Bid.
- H. Our limited Construction Administration services do not include construction management tasks i.e., full time on-site representation and inspection, attending weekly OAC meetings, preparing progress reports, processing payment requests/change order requests, etc.
- I. Quality Assurance Testing services, including but not limited to testing and special inspections.
- J. The preparation of As-Built Drawings or Record Drawings after completion of construction.
- K. Building Commissioning services.

**IV. Our proposed schedule of deliverables for the above referenced Basic Scope of Services is as follows:**

- A. A2H will provide the Client with a schedule for phase deliverables and construction within two weeks of the Notice To Proceed.

**V. Our proposed compensation for the above referenced Basic Scope of Services is as follows:**

Schematic Design	\$	10,700.00
Design Development	\$	29,650.00
Construction Documents	\$	21,200.00
Bidding	\$	4,250.00
Construction Administration	\$	18,000.00
<b>Compensation for Basic Scope of Services</b>	<b>\$</b>	<b>83,800.00</b>
Reimbursable Expense Fee (Courier Service, Mileage, Travel, and Printing)	\$	800.00
Reimbursable Fee (Plans Review, Bid Advertisement)		Direct Cost + 10%

**VI. Additional Services:**

Additional services shall consist of all services not included in the Basic Services as set forth above. No work will be performed beyond the services noted above without an express written agreement between A2H and City of Oxford, MS. Additional Services will be billed either on an hourly basis in accordance with the hourly rate schedule contained herein, or a negotiated fixed fee based on the scope of additional services requested. The A2H Hourly Rate Schedule is as follows:

Principal	\$ 215.00
Associate Principal	\$ 180.00
Project Manager	\$ 160.00
Project Coordinator	\$ 95.00
Architect	\$ 160.00
Engineer	\$ 150.00
Senior Designer	\$ 135.00
Construction Administrator	\$ 100.00
Designer	\$ 105.00
BIM/CAD Technician	\$ 90.00
Administrator	\$ 75.00

This Contract and the Terms and Conditions attached hereto and incorporated herein satisfactorily set forth your understanding and the agreement between us. This Contract will be open for acceptance for 90 calendar days. We certainly look forward to working with you on this project and thank you for giving us the opportunity to submit this Contract.

If you have any questions, please call.

Sincerely,  
**A2H, PLLC**



Logan E. Meeks, PE  
President | Principal

Attachment: Terms and Conditions  
Exhibit A - Roof Observation Report dated October 30, 2020

This Contract entered into as of the day and year written below.

**AGENT FOR: CITY OF OXFORD, MS**

**ACCEPTED BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TERMS AND CONDITIONS**

1. The parties agree that **CITY OF OXFORD, MS** is solely responsible for payment in accordance with the following terms. A2H, PLLC (hereinafter sometimes "the Consultant") shall submit monthly invoices for work in progress. Payment shall be due upon receipt. Invoices more than 30 days old will be subject to a finance charge of 1.5% per month. The Consultant shall have the right to cease work if payment is not received within 45 days of each invoice. In addition, **CITY OF OXFORD, MS** agrees to pay any and all legal expenses and other costs incurred in the collection of any overdue amount.
2. **CITY OF OXFORD, MS** shall reimburse the Consultant all expenses incurred for courier service, (e.g., Federal Express, United Parcel Service, etc.) mileage, travel, and printing. Mileage shall be reimbursed at the current IRS standard mileage rate. Reimbursable Expenses Fee shall be billed as a flat rate per Section V of the contract.
3. In the event of any litigation arising from or related to this Contract or the services provided under this Contract, the "prevailing party" shall be entitled to recover from the "non-prevailing party" all reasonable legal expenses and attorney's fees incurred in such litigation. For the purposes of this provision, a party asserting a claim shall be considered the "prevailing party" only if it recovers 50% or more of the amount claimed. If it does not, the claimant shall be the "non-prevailing party."
4. **CITY OF OXFORD, MS** shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless **CITY OF OXFORD, MS** has first provided the Consultant with a written certification executed by an independent Consultant currently practicing in the same discipline as the Consultant and licensed in the State of the project. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certification shall be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause takes precedence over any existing state law in force at the time of the claim or demand for arbitration."
5. The Consultant shall commence services within seven (7) days of receiving executed acceptance of this Contract from **CITY OF OXFORD, MS** along with all project information needed to commence services. The Consultant shall perform the work with due diligence commensurate with sound professional practice.
6. The Consultant shall be responsible for the design of the items listed in the scope of services only. Responsibility for any other items not specifically mentioned in the scope of services or shown on the drawings produced by the Consultant shall be borne by **CITY OF OXFORD, MS**.
7. In preparation of Contract Documents, the Consultant is entitled to rely upon the accuracy and completeness of information (electronic or otherwise) furnished by **CITY OF OXFORD, MS**, or its independent consultants. Such information includes but is not limited to topographic and/or boundary surveys, grading and drainage plans, building information, geotechnical reports, dimensions of existing construction, property data, and zoning and land use information. The Consultant is not responsible for recommendations or criteria provided in the geotechnical report. Such recommendations include, but are not limited to, foundation design criteria, anticipated movement criteria, and proposed construction methods.
8. Notwithstanding any other provision of this Contract or the parties' contract, in providing services under this Contract, the Consultant shall endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
9. Construction Documents are by necessity drawn to a small scale and in many cases schematic in nature. Construction Documents cannot be perfectly prepared. Drawings and specifications continually need to be interpreted and clarified, and sometimes must be corrected or updated. Accordingly, if **CITY OF OXFORD, MS** does not engage the Consultant for full customary Construction Administration of this Project, **CITY OF OXFORD, MS** agrees to indemnify, release and hold harmless the Consultant and its employees and consultants from and against any claims of liability arising from defects in the design and/or construction work.
10. In the event **CITY OF OXFORD, MS** should require Consultant to perform construction administration services, **CITY OF OXFORD, MS** acknowledges that the purpose of construction observation by the Consultant is to ascertain in general whether the work when complete will be in substantial compliance with the Contract Documents. In no event shall the Consultant perform exhaustive or continuous inspection. The Consultant is not responsible for, and shall not have control of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, nor will it be responsible for the Contractor's failure to carry out the construction work in accordance with the Contract Documents. The Consultant shall not be responsible for, nor have control or charge over the acts or omissions of the Contractor, Subcontractor, nor any of their agents or employees, or any other person performing any of the construction work. The Consultant shall not have the authority nor the responsibility to supervise or direct the construction work.
11. The Consultant's review of shop drawings is solely to determine whether the submittal generally conforms to the design concept expressed in the Contract Documents and is not to verify dimensions and quantities.

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Initials

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Date

12. **CITY OF OXFORD, MS** acknowledges the reports, plans, specifications, field data and notes and all other documents prepared by the Consultant, including all documents on electronic media, are instruments of professional service that shall remain the property of the Consultant. **CITY OF OXFORD, MS** shall not reuse, make, or permit to be made, any modifications to the plans and specifications without the prior written authorization of the Consultant. **CITY OF OXFORD, MS** agrees to indemnify, release, and hold harmless the Consultant from any claims arising from any unauthorized reuse or modification of the plans and specifications.
13. The Consultant makes no warranties, either expressed or implied, of merchantability, fitness for use for any particular purpose, or of any other nature or type. In no event shall the Consultant be liable to **CITY OF OXFORD, MS** for any loss of profit, loss of use, or any other consequential damages.
14. If there are protracted delays for reasons beyond the control of the Consultant, the Consultant's compensation shall be equitably adjusted.
15. Neither party to this Contract shall transfer, sublet or assign any rights under or interest in this Contract (including but not limited to monies that may be due) without the prior written consent of the other party. The Consultant shall be permitted to subcontract portions of the professional services required under this Contract to properly qualified subconsultants.
16. This Contract may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, by either party, the Consultant shall be paid for all services rendered and all reimbursable expenses up to and through the date of termination.
17. The fees charged by the Consultant have been structured in part in reliance upon the agreement and covenant of the **CITY OF OXFORD, MS** that the liability of the Consultant for any defects in the services provided hereunder shall be limited to the total fee the Consultant charged for services rendered on the project.
18. In the event of defects in the services performed by the Consultant for which the Consultant is liable to **CITY OF OXFORD, MS**, the measure of damages may include the cost of remediation work but shall not include the cost of work that adds value to the project for which **CITY OF OXFORD, MS** would have been obligated to pay if the services had not been defective.
19. Any and all suits for any breach of this Contract shall be instituted and maintained in any Court of competent jurisdiction in Lafayette County, Mississippi and both parties expressly consent to the jurisdiction of such Court.
20. If any portion of this Contract shall in any way become violative or prohibited by or under applicable laws, that provision or part hereof shall be ineffective and void to the extent of such violation or prohibition without invalidating any of the remaining provisions of this Contract.
21. In the event **CITY OF OXFORD, MS** consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by the Consultant, **CITY OF OXFORD, MS** acknowledges that such changes, and the results thereof, are not the responsibility of the Consultant. Therefore, **CITY OF OXFORD, MS** agrees to release the Consultant from any liability arising from such changes. In addition, **CITY OF OXFORD, MS** agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.
22. Original signed, sealed reproducible documents are the actual Contract Documents and any electronic copies provided to the Client are the Client's convenience. In the event there is a discrepancy between the original signed, sealed documents and the electronic copy, the original signed, sealed reproducible documents shall take precedence.
23. This Contract represents the entire understanding between **CITY OF OXFORD, MS** and A2H, PLLC in the respect to the project and may be modified only by a writing signed by both parties.
24. If in the event that an executed copy of this Contract is not returned to our office, but payment is received for services rendered during the course of the project, the parties agree that these terms and conditions shall be binding upon the parties.

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Initials

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Date

**DETAILS**

*Project:* Oxford Conference Center Roofing Report *Date:* 10/30/2020  
 102 Ed Perry Blvd.  
 Oxford, MS 38655  
*A2H #* 20413

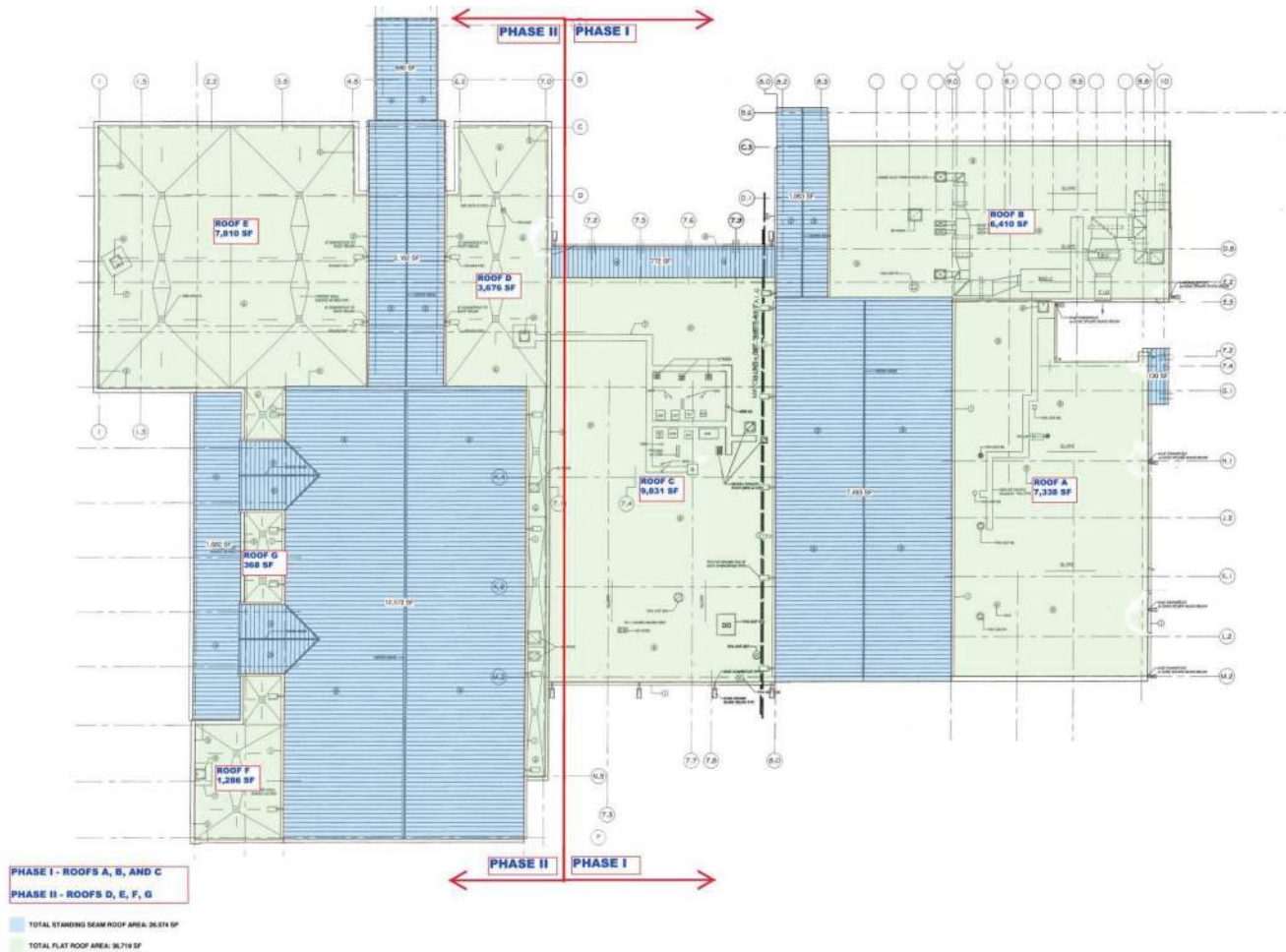
A roof moisture survey was performed for the City of Oxford at the Oxford Conference Center, located at 102 Ed Perry Blvd. Roof areas were scanned with a Tramex Dec Roof Scanner, by using capacitance to locate subsurface moisture. This method of testing is nondestructive. Physical core samples that were taken on site did not indicate moisture.

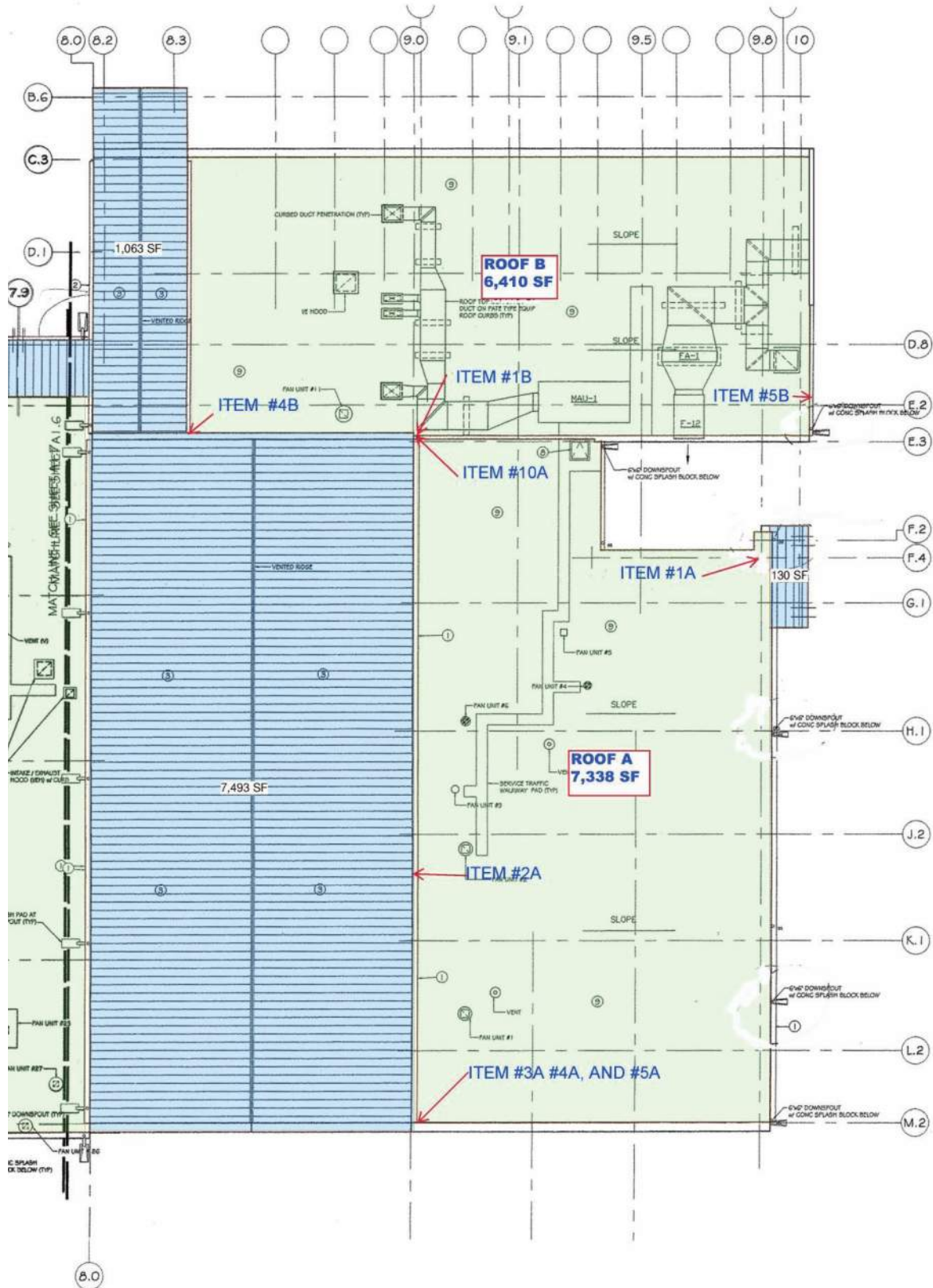
For ease of identification, the roof areas are labeled A, B, C, D, E, F and G.  
 Three roof sections were scanned for subsurface moisture: Roofs A, B, and C.

PHASE I – ROOFS A, B, C AND STANDING SEAM ROOFS IN THIS AREA

PHASE II – ROOFS D, E, F, AND G AND STANDING SEAM ROOFS IN THIS AREA

Total Standing Seam Roof Area: 25,574 Square Feet  
 Total Flat Roof Area: 36,719 Square Feet





**Roof A Information:**

- Phase I
- Sloping steel deck
- 2.7" poly iso mechanically attached
- 1/2" wood fiber--Mechanically attached
- P-20 base sheet- Mopped
- P-30FR Cold applied
- Veral alum flashings

**Roof A Observation:**

The original two ply modified bitumen roofing is still in place. The cap sheet appears to have some inter-ply blisters that are not ruptured with minimal blistering that are ruptured and need to be repaired. It appears that the EIFS wall and gutter is the issue.

Three (3) anomaly areas with subsurface moisture were observed, totaling approximately 130 square feet.

The existing Exterior Insulation Finish System (EIFS) located along the parapet walls has deteriorated to an extent that moisture infiltration is apparent and needs to be immediately corrected in order to stop any additional infiltration to the wall cavity.

**Item #1A:**

Roof A – Anomaly area in orange showing where subsurface moisture was detected in this area



**Item #2A:**

Roof A – Anomaly area in orange showing where subsurface moisture was detected in this area



**Item #3A:**

Roof A - above supply office. Anomaly area in orange showing where subsurface moisture was detected in this area





**Item #4A:**  
Roof A – Detail at Parapet  
Corner



**Item #5A:**  
Roof A - Metal Roof  
fasteners have been  
coated with some sort of  
sealant



**Item #6A:**  
Roof A – Typical showing  
moisture on roof and  
water stains on EIFS wall  
beyond



**Item #7A:**  
Roof A – Cap Sheet  
blistering



**Item #8A:**  
Roof A EIFS cracking



**Item #9A:**  
Roof A – Overall view



**Item #10A:**  
Roof A/B Parapet  
connection showing EIFS  
damage

**Roof B Information:**

- Single-ply (Duro-Last) membrane covering over original two-ply modified Bitumen roof.
- Existing ductwork is running across and covering much of the existing roof at this area.
- The roof area was scanned and no areas of subsurface moisture were detected, however, standing water was noted on the roof under the roof top ductwork, however that specific area could not be scanned.

**Roof B Observation:**

The existing ductwork is in extremely poor shape and is not installed correctly. It appears that one of the biggest issues is that the HVAC system has not operated properly in a while. A large filtration system is on the roof, but the fans are not operating and with them not operating there is no way to correctly filter the lead out of the air. It is recommended to get the systems back in service and to educate the occupants how to operate them every time they use the space.

The duct exterior insulation is in badly damaged and needs to be replaced in order to maintain the integrity of the HVAC systems.



**Item #1B:**  
Roof A/ B Parapet  
Connection showing  
damaged EIFS



**Item #2B:**  
Roof B - showing  
mechanical units



**Item #3B:**  
Roof B – Overall view



**Item #4B:**  
Roof B - showing no splash blocks under downspouts and flashing is just sealed to face of brick



**Item #5B:**  
Roof B – showing  
standing water at gutter  
edge



**Item #6B:**  
Roof B – showing damage  
to mechanical duct jacket  
and insulation

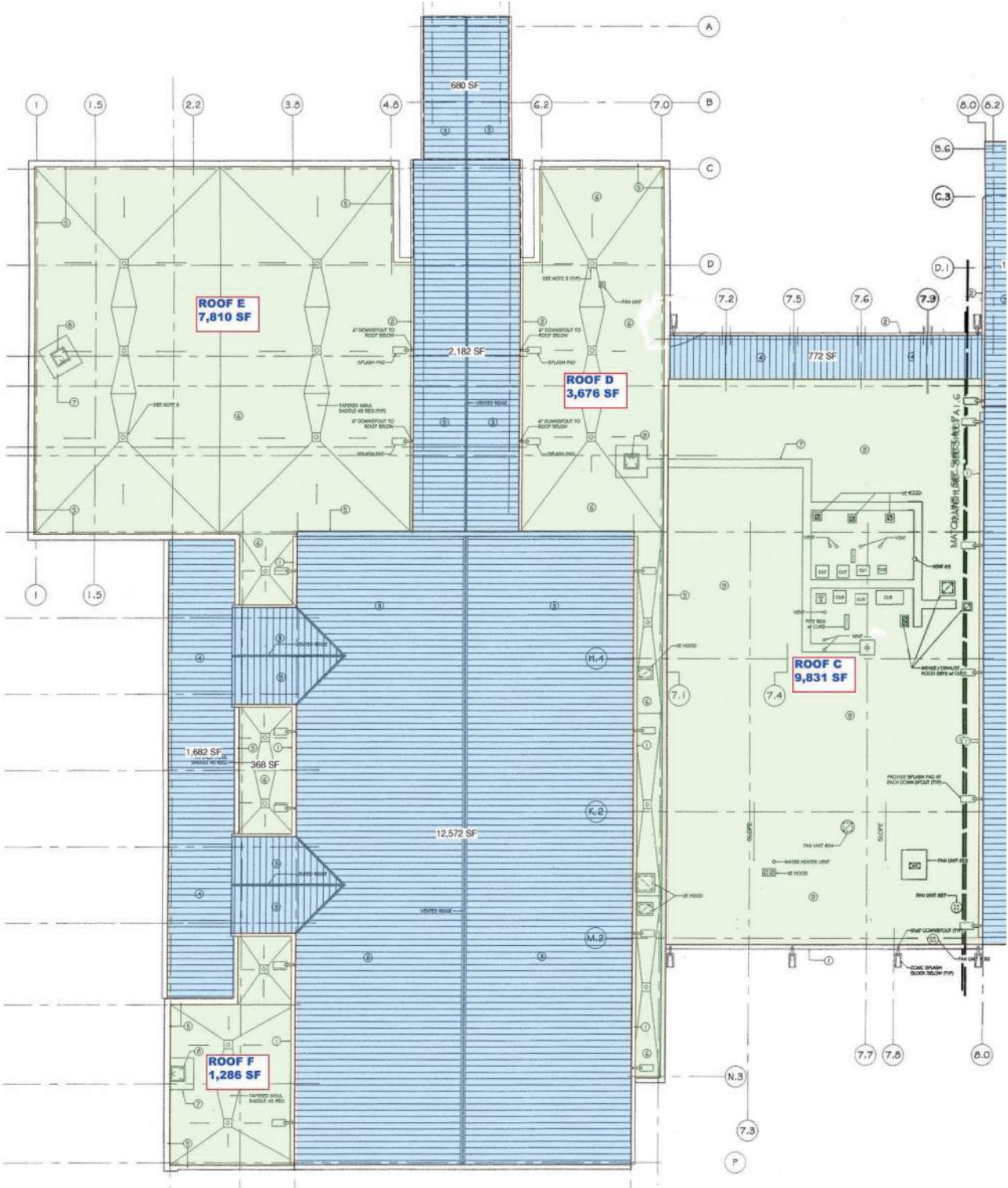


**Item #7B:**  
Roof B – showing damage  
to mechanical duct jacket  
and insulation



**Item #8B:**  
Roof B – showing damage  
to mechanical duct jacket  
and insulation





**Roof C Information:**

- Phase 1
- Steel deck sloped
- 2.7" poly iso --mechanically attached
- 1/2" wood fiber--Mechanically attached
- P-20 base sheet- Mopped
- P-30FR Cold applied
- Veral alum flashings

**Roof C Observation:**

The original two ply modified bitumen roofing is still in place. The cap sheet appears to have some inter-ply blisters that are not ruptured with minimal blistering that are ruptured and need to be repaired. It appears that the EIFS wall and gutter is the issue.

The existing Exterior Insulation Finish System (EIFS) located along the parapet walls has deteriorated to an extent that moisture infiltration is apparent and needs to be immediately corrected in order to stop any additional infiltration to the wall cavity.

**Item #1C:**

Roof C – showing water staining at EIFS and roof



**Item #2C:**  
Roof C – showing no splash block under downspout



**Item #3C:**  
Roof C – showing water staining at gutter edge and no splash block under downspout



**Item #4C:**  
Roof C – showing no  
flashing at corners

**Roof D Information:**

- The original two ply modified bitumen roofing is existing. The cap sheet is bubbled in several areas and needs to be replaced. No subsurface moisture was observed.
- Phase II
- Steel deck
- Light Weight Insulated Concrete (LWIC)
- Parabase Mechanically attached
- P-20 mopped
- P-30FR Cold applied
- Veral Alum flashings

**Roof D Observation:**

The original two ply modified bitumen roofing is still in place. The cap sheet appears to have some inter-ply blisters that are not ruptured with minimal blistering that are ruptured and need to be repaired.



**Item #1D:**  
Roof D – Overall view



**Item #2D:**  
Roof D – showing no  
splash block under  
downspout



**Item #3D:**  
Roof D - showing no splash blocks under downspouts



**Item #4D:**  
Roof D – showing leaves and debris in corner



**Item #5D:**

Roof D - observed weep holes have been filled with a sealant.

**Roof E and F Information:**

- The original two ply modified bitumen roofing is existing. The cap sheet is bubbled in several areas and needs to be replaced. No subsurface moisture was observed.
- Phase II
- Steel deck
- Light Weight Insulated Concrete (LWIC)
- Parabase Mechanically attached
- P-20 mopped
- P-30FR Cold applied
- Veral Alum flashings

**Roof E and F Observation:**

The original two ply modified bitumen roofing is still in place. The cap sheet appears to have some inter-ply blisters that are not ruptured with minimal blistering that are ruptured and need to be repaired.



**Item #1F:**  
Roof F – Overall view



**Item #2F:**  
Roof F – showing gutter  
not catching water off  
valley of the standing  
seam metal roof.





**OXFORD**  
DEVELOPMENT  
SERVICES

# MEMORANDUM

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**To:** Board of Aldermen

**From:** John Crawley, City Engineer

**CC:** Bart Robinson, P.E., COO / Micah Quinn, Director of the OCC

**Date:** August 6, 2024

**Re:** Permission to Approve the Low Bid for the  
Oxford Conference Center Rifle Range HVAC Replacement Project

---

Bids were opened on Tuesday, July 23, 2024 at 2 P.M. for the captioned project. Three bids were received and the low bid was from S.M. Lawrence Co. of Corinth, MS in the amount of **\$412,000.00**. Engineering recommends the bid be accepted and the mayor be given permission to execute contract documents upon receipt of such from the contractor. A certified bid tabulation from the consultant A2H is attached hereto.

John

**PROJECT**

*Name: Oxford Conference Center Rifle Range  
HVAC Replacement  
A2H #: 20413  
A2H PM: Nathan Stewart*

**DETAILS**

*Date: July 23, 2024  
Time: 2:00 pm  
Location: 107 Courthouse Square,  
Oxford, Mississippi, 38655  
38655*

<b>COMPANY</b>	<b>BASE BID</b>
May General & Mechanical, LLC	\$729,768.00
Upchurch Services LLC	\$589,688.00
S. M. Lawrence Co.	\$412,000.00

Bids have been received as required by the laws of the State of Mississippi.

I hereby certify that the above Lump Sum Bid Tabulation is true and correct to the best of my knowledge.



Nathan Stewart, PE  
Director of Mechanical Engineering



**OXFORD**  
DEVELOPMENT  
SERVICES

# MEMORANDUM

---

**To:** Board of Aldermen

**From:** John Crawley, City Engineer

**CC:** Bart Robinson, P.E., COO / Hollis Green, Director of Development Services

**Date:** August 6, 2024

**Re:** Permission to Advertise for 2024-2025 Material Supplier Bids

---

Engineering request permission to advertise for the 2024-2025 material supplier bids for the Street, Water / Sewer departments, and other city departments. Bids should be accepted in September and presented to the Board prior to October 1.

John



**OXFORD**  
DEVELOPMENT  
SERVICES

# MEMORANDUM

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**To:** Board of Aldermen

**From:** John Crawley, City Engineer

**CC:** Bart Robinson, P.E., COO / Hollis Green, Director of Development Services

**Date:** August 6, 2024

**Re:** Request Permission to Accept the Low Bid for 2024 Micro-Surfacing Project

---

Bids were opened on Friday, July 26, 2024 at 10 A.M. for the captioned project. Two bids were received and the low bid was from Vance Brothers, Inc. in the amount of **\$545,491.60**. Engineering recommends the bid be accepted and the mayor be given permission to execute contract documents upon receipt from the contractor. A bid tabulation is attached hereto, as is a map detailing the location(s) of the project.

As a refresher for the Board, micro-surfacing is pavement preservation technique used on streets that may not be in need of a full overlay. The slurry seal mix is roughly 3/8" thick and is designed to seal the asphalt pavement from water and its affects thus increasing the its life cycle by years.

John

**TABULATION OF BIDS**  
**2024 OXFORD, MS MICRO-SURFACING PROJECT**  
**OXFORD, MS**

BIDS RECEIVED 10:00 AM, JULY 26, 2024 CITY HALL, OXFORD, MS				VANCE BROTHERS, INC. 5201 BRIGHTON AVENUE KANSAS CITY, MO 64130		TL WALLACE CONSTRUCTION, INC. 4025 HWY 35 NORTH COLUMBIA, MS 39429	
Ref. No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
1	Mobilization	1	L.S.	\$ 20,000.00	\$ 20,000.00	\$ 75,000.00	\$ 75,000.00
2	Roadway Surface Preparation	1	L.S.	10,000.00	10,000.00	21,250.00	21,250.00
3	Micro-Surfacing	148674	SY	3.40	\$ 505,491.60	5.45	\$ 810,273.30
4	Temporary Traffic Control	1	L.S.	10,000.00	10,000.00	24,100.00	24,100.00
<b>BID TOTAL</b>				***	<b>\$545,491.60</b>	***	<b>\$930,623.30</b>

**BID BOND:**  
 Liberty Mutual Insurance Co.      **BID BOND:**  
 Travelers Casualty and Surety Company

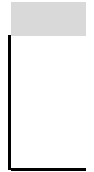
**COR:**  
 12030-SC                                      **COR:**  
 03770-MC

*John D. Crawley, P.E.*

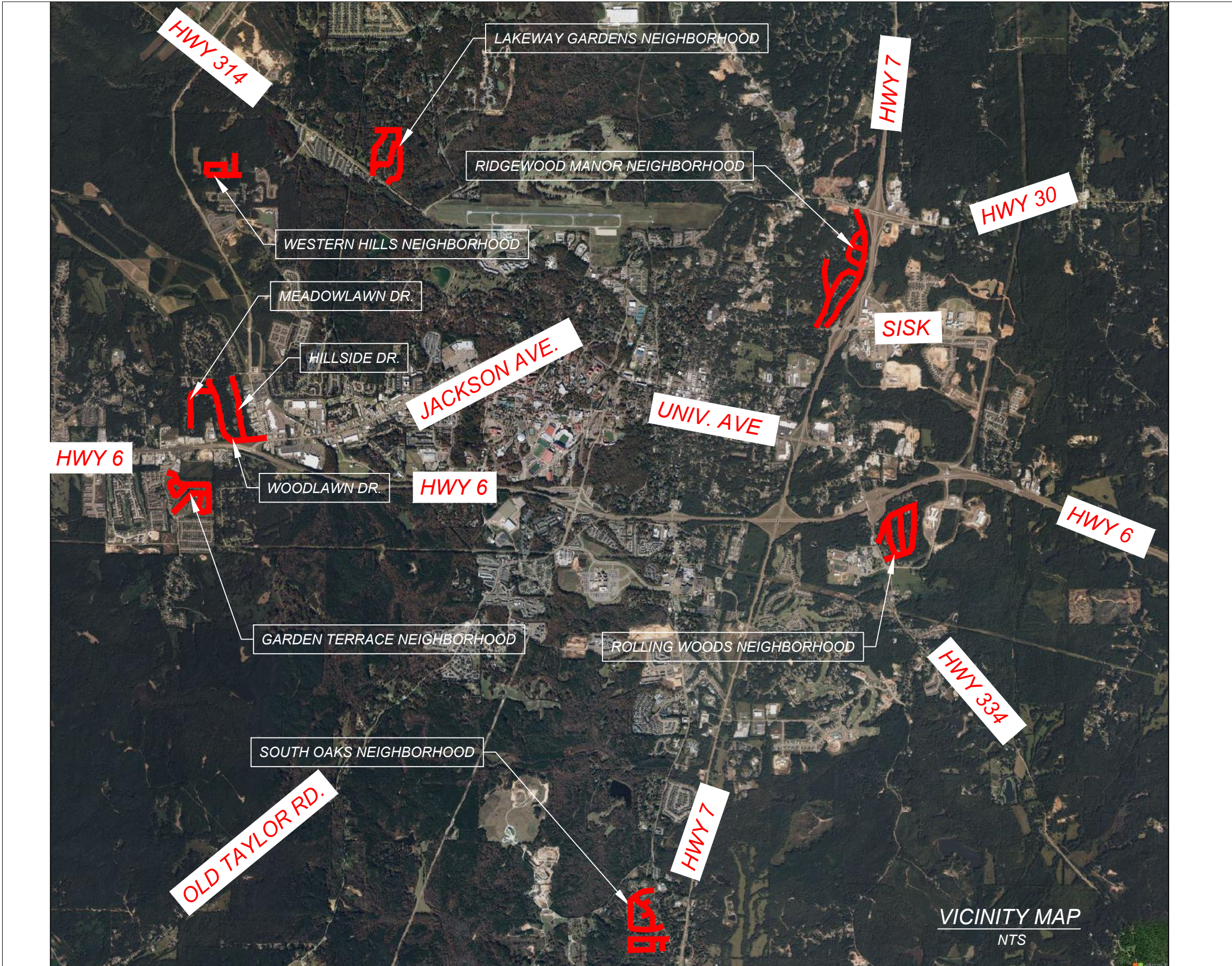
Submitted By:

**TABULATION OF BIDS  
2024 OXFORD, MS MICRO-SURFACING PROJECT  
OXFORD, MS**

BIDS RECEIVED 10:00 AM, JULY 26, 2024 CITY HALL, OXFORD, MS	VANCE BROTHERS, INC. 5201 BRIGHTON AVENUE KANSAS CITY, MO 64130	TL WALLACE CONSTRUCTION, INC. 4025 HWY 35 NORTH COLUMBIA, MS 39429
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# CITY OF OXFORD, MS / MICRO-SURFACING 2024



**OXFORD**  
ENGINEERING  
DEPARTMENT

REANNA MAYORAL, P.E.  
JOHN CRAWLEY, P.E., ASST.  
107 COURTHOUSE SQUARE  
OXFORD, MS 38655  
662-232-2306

OXFORD, MS  
MICRO-SURFACING 2024

REVISIONS:


DATE: 02/19/2024

DRAWN BY: JDC

SHEET NO.



**OXFORD**  
DEVELOPMENT  
SERVICES

# MEMORANDUM

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**To:** Board of Aldermen

**From:** John Crawley, City Engineer

**CC:** Bart Robinson, P.E., COO / Rob Neely, P.E., Director of OUD

**Date:** August 6, 2024

**Re:** Request to Accept Ownership and Maintenance of Old Oaks Lift Station  
No.1

---

Engineering request that the city take ownership and maintenance of Old Oaks Lift Station No. 1. The lift station has been in operation for some time but has only recently been upgraded to the specifications and standards that the city requires. The facility has been inspected and tested by the Lift Station division of Oxford Utilities Department.

John





**OXFORD**  
DEVELOPMENT  
SERVICES

# MEMORANDUM

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**To:** Board of Aldermen

**From:** John Crawley, City Engineer

**CC:** Bart Robinson, P.E., COO / Hollis Green, Director Development Services

**Date:** August 6, 2024

**Re:** Request for additional contract time  
Downtown Regional Detention Project

---

Engineering requests the addition of 14 calendar days to the contract time, thus extending the substantial completion date for the project to August 30, 2024. The original substantial completion date of August 16, 2024 was stipulated assuming a Board approval of the bid at their regular meeting on May 21, 2024. The Board deferred awarding the bid until its recess meeting on the 28<sup>th</sup>. There were also several utility conflicts that were encountered in the early stages of the project that were not notated in the plans nor in the field that required significant changes to drainage design.

Engineering feels that this additional time is justified to allow the contractor to reach substantial completion.

John



**OXFORD**

HUMAN RESOURCES

# MEMORANDUM

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**To:** Board of Aldermen  
**From:** Braxton Tullos, Human Resources Director  
**Date:** August 6, 2024  
**Re:** Request Approval of Updated UKG Contract

---

I am requesting approval from the Mayor and Board of Aldermen to allow the Mayor sign an amendment to our current agreement with UKG, our HR/Payroll software vendor, for timeclock rental fee structure. According to UKG, our current clocks are nearly 10 years old and five clocks will need to be immediately replaced. This will cost \$719.99 per month or \$8,639.40 for the year.

This is a 12 month agreement. I am requesting approval.



**ORDER FORM**

Quote#: Q-201124  
Expires: 25 Nov, 2023  
Sales Executive: House Account, Workforce Ready  
Effective Date: Effective as of the date of last signature of this Order

Order Type: Amendment  
Date: 24 Jul, 2024

---

Customer Legal Name:  
CITY OF OXFORD

Ship To: CITY OF OXFORD  
107 COURTHOUSE SQUARE  
OXFORD, MS 38655 USA

Customer Legal Address:  
107 COURTHOUSE SQUARE, OXFORD, MS 38655 USA

Bill To: CITY OF OXFORD  
107 COURTHOUSE SQUARE  
OXFORD, MS 38655 USA

Bill To Contact:

Ship To Contact: Braxton Tullos

Ship to Phone: (662) 232-2453  
Ship to Mobile:  
Contact: Brazton Tullos  
Email: braxton@oxfordms.net

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Currency: USD  
Customer PO Number:  
Solution ID: 6123858  
Term: Co-Term  
Uplift Percent: 4 %

Shipping Terms:  
Ship Method: FedEx Ground  
Freight Term:  
Renewal Term: 12 months  
Payment Terms: Net 30 Days

Billing Start Date: Upon Signature of Order Form

---

**Equipment Rental**

Billing Frequency: Monthly in Arrears

Item	Quantity	Unit Price	Monthly Price
WORKFORCE READY RENTAL INTOUCH 9100 H4,STANDARD,HID PROX	5	USD 143.99	USD 719.95
<b>Monthly Total</b>			<b>USD 719.95</b>

**Quote Summary**

Item	Total Price
Minimum Monthly SaaS Service & Equipment Rental Fee	USD 719.95

Item	Total Price
Minimum Annual SaaS Service & Equipment Rental Fee	USD 8,639.40

**Order Notes:**

This order entered into between the Customer and Kronos SaaS, Inc., a UKG company, is subject to the terms and conditions of the Master Agreement Reference #18221 dated March 18th, 2019 between the Lead Agency (acting as "Owner") and Kronos SaaS, Inc. (as the "Contractor"), as amended (collectively referred to as the "US Communities Agreement #18221").

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

<b>CITY OF OXFORD</b>		<b>Kronos SaaShr, Inc.</b>	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
<p>The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term.</p>			

## General Fund Amendments & Reallocations

### Revenue

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>	
001-000-218	\$ 190,000.00	\$ 250,000.00	\$ 60,000.00	Planning Dept. Income
001-000-222	\$ 1,400,000.00	\$ 1,700,000.00	\$ 300,000.00	Bldg & Zoning
001-000-250	\$ 35,000.00	\$ 40,000.00	\$ 5,000.00	Municipal Aid
001-000-253	\$ -	\$ 5,500.00	\$ 5,500.00	Police Training
001-000-259	\$ 30,000.00	\$ 40,000.00	\$ 10,000.00	Sales Tax-Rental Car Settlement
001-000-340	\$ 400,000.00	\$ 650,000.00	\$ 250,000.00	Miscellaneous
001-000-341	\$ 800,000.00	\$ 1,150,000.00	\$ 350,000.00	Interest Earned
001-000-338	\$ 25,000.00	\$ 35,000.00	\$ 10,000.00	Probation fees
	<u>\$ 2,880,000.00</u>	<u>\$ 3,870,500.00</u>	<u>\$ 990,500.00</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	\$ 485,158.00	\$ 485,177.00	\$ 19.00	
			<u>\$ 19.00</u>	net change to dept.

#### Right of Way

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>	
001-240-525	\$ 8,000.00	\$ 12,000.00	\$ 4,000.00	
001-240-600	\$ 175,000.00	\$ 250,000.00	\$ 75,000.00	
			<u>\$ 79,000.00</u>	net change to dept.

#### mTrade Park

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>	
001-305-730	\$ 13,000.00	\$ 32,900.00	\$ 19,900.00	
			<u>\$ 19,900.00</u>	net change to dept.

Total Increase in Revenue	\$ 990,500.00
Total Increase in Expenses	\$ 98,919.00
Total	<u>\$ 1,089,419.00</u>

# Environmental Services

## Revenue

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>	
020-000-340	\$ 800,000.00	\$ 1,262,751.00	\$ 462,751.00	
	<u>\$ 800,000.00</u>	<u>\$ 1,262,751.00</u>	<u>\$ 462,751.00</u>	Net Change to Revenue
			<u>\$ 462,751.00</u>	Total Revenue Adjustment

## Other Funds

### Metro Narcotics

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
100-000-333	\$ 460,000.00	\$ 480,000.00	\$ 20,000.00
			<u>\$ 20,000.00</u> net change to fund

### 2023 GO Bonds-\$9M

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
210-000-341	\$ -	\$ 25,000.00	\$ 25,000.00
			<u>\$ 25,000.00</u> net change to fund

### 2009 GO Bonds

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
230-000-200	\$ 161,966.00	\$ 175,000.00	\$ 13,034.00
230-093-910	\$ 70,000.00	\$ 120,000.00	\$ 50,000.00
			<u>\$ 63,034.00</u> 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	\$ 740,000.00	\$ 977,766.00	\$ 237,766.00
611-711-645	\$ 740,000.00	\$ 977,766.00	\$ 237,766.00
			<u>\$ 475,532.00</u> net change to fund

### Trust & Agency-Misc.

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
619-000-341	\$ 600,000.00	\$ 1,000,000.00	\$ 400,000.00
			<u>\$ 400,000.00</u> net change to fund

### Development Svcs-Bonds Held

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
638-090-690	\$ 65,000.00	\$ 150,000.00	\$ 85,000.00
			<u>\$ 85,000.00</u> net change to fund

### Infrastructure/Maintenance-MIMA

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
639-201-575	\$ 1,000,000.00	\$ 1,600,000.00	\$ 600,000.00
639-201-720	\$ 1,687,227.00	\$ 1,087,227.00	\$ (600,000.00)
			<u>\$ -</u> net change to fund



**Street Dept Capital Project Fund**

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
647-000-346	\$ 431,699.00	\$ 625,000.00	\$ 193,301.00
647-000-909	\$ 2,950,000.00	\$ 3,024,216.00	\$ 74,216.00

\$ 267,517.00 net change to fund

**Capital Project -SB3049**

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
648-000-341	\$ 8,500.00	\$ 10,000.00	\$ 1,500.00

\$ 1,500.00 net change to fund

**OUT-Oxford Univ Transit**

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
653-753-525	\$ 610,000.00	\$ 533,000.00	\$ (77,000.00)
673-753-600	\$ 188,000.00	\$ 265,000.00	\$ 77,000.00

\$ - 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	\$ 25,000.00	\$ 5,000.00

\$ 5,000.00 net change to fund

**OPC Pool Renovation Fund**

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
662-000-909	\$ 3,000,000.00	\$ 4,022,700.00	\$ 1,022,700.00
			\$ -

\$ 1,022,700.00 net change to fund

**American Rescue Plan-ARPA**

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
677-000-341	\$ 200,000.00	\$ 275,000.00	\$ 75,000.00

\$ 75,000.00 net change to fund

**HB603-Sect 28(in)-\$1M**

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
682-000-341	\$ 20,000.00	\$ 28,000.00	\$ 8,000.00

\$ 8,000.00 net change to fund

**HB603-Sect 28(bc)-\$4M**

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
683-000-341	\$ 60,000.00	\$ 70,000.00	\$ 10,000.00
683-100-700	\$ -	\$ 310,000.00	\$ 310,000.00
683-100-720	\$ 4,000,000.00	\$ 3,800,000.00	\$ (200,000.00)

\$ 120,000.00 net change to fund

**OPD Enterprise Center-HB1353**

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
692-100-700	\$ 525,000.00	\$ 525,163.00	\$ 163.00
692-100-720	\$ 65,209.00	\$ 65,705.00	\$ 496.00

\$ 659.00 net change to fund

**Tree Escrow Fund**

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
694-000-333	\$ 30,000.00	\$ 225,000.00	\$ 195,000.00

\$ 195,000.00 net change to fund

**Historic Homes Fund**

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
696-000-333	\$ 20,950.00	\$ 21,450.00	\$ 500.00
696-727-440	\$ 16,000.00	\$ 25,000.00	\$ 9,000.00
696-727-575	\$ 44,466.00	\$ 45,000.00	\$ 534.00
696-746-575	\$ -	\$ 250.00	\$ 250.00
696-746-600	\$ 2,500.00	\$ 12,000.00	\$ 9,500.00
696-747-600	\$ 7,000.00	\$ 20,000.00	\$ 13,000.00
696-748-600	\$ 5,000.00	\$ 7,000.00	\$ 2,000.00

\$ 34,784.00 net change to fund

**Oxford Conference Center**

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
726-000-333	\$ 800,000.00	\$ 950,000.00	\$ 150,000.00
726-726-550	\$ 240,000.00	\$ 350,000.00	\$ 110,000.00
726-726-720	\$ 1,423,000.00	\$ 1,313,000.00	\$ (110,000.00)

\$ 150,000.00 net change to fund

## New Funds for FY 2024

### \$9M Bonds-Series 2023 Proceeds

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
003-093-910	\$ -	\$ 2,522,700.00	\$ 2,522,700.00

\$ 2,522,700.00 net change to fund

### Holly Jolly Holidays

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
725-305-551	\$ -	\$ 5,000.00	\$ 5,000.00
725-305-575	\$ -	\$ 10,000.00	\$ 10,000.00

\$ 15,000.00 net change to fund

## OPC-Activity Fund

### Expenses

#### LLO-Total Body

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-111-600	\$ -	\$ 500.00	\$ 500.00
			\$ -

\$ 500.00 net change to fund

#### LLO-Aquatics

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-113-600	\$ -	\$ 2,500.00	\$ 2,500.00

\$ 2,500.00 net change to fund

#### YS-Flag Football

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-204-600	\$ 8,800.00	\$ 12,000.00	\$ 3,200.00

\$ 3,200.00 net change to fund

#### YS-Fishing

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-208-600	\$ -	\$ 1,500.00	\$ 1,500.00

\$ 1,500.00 net change to fund

#### YS-Mini-Sluggers

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-214-535	\$ 2,500.00	\$ 600.00	\$ (1,900.00)
300-214-600	\$ -	\$ 1,900.00	\$ 1,900.00

\$ - net change to fund

#### YS-Gymnastics

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-217-600	\$ 80,000.00	\$ 100,000.00	\$ 20,000.00

\$ 20,000.00 net change to fund

#### YS-Fencing

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-219-555	\$ 2,500.00	\$ 500.00	\$ (2,000.00)
300-219-600	\$ 10,000.00	\$ 12,000.00	\$ 2,000.00
			\$ -

\$ - net change to fund

**YS-Volleyball**

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-226-555	\$ 2,500.00	\$ 100.00	\$ (2,400.00)
300-226-600	\$ 10,000.00	\$ 12,400.00	\$ 2,400.00

\$ - net change to fund

**YS-Fitness**

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-231-555	\$ -	\$ 500.00	\$ 500.00
300-231-600	\$ 5,000.00	\$ 4,500.00	\$ (500.00)

\$ - net change to fund

**YS-Wrestling**

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-238-600	\$ 5,000.00	\$ 5,500.00	\$ 500.00

\$ 500.00 net change to fund

**SE-Tennis Tournaments**

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-404-550	\$ 2,500.00	\$ 2,000.00	\$ (500.00)
300-404-600	\$ 1,000.00	\$ 1,500.00	\$ 500.00

\$ - net change to fund

**SE-Pirates Ahoy!**

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-416-555	\$ -	\$ 1,200.00	\$ 1,200.00

\$ 1,200.00 net change to fund

**SE-Back to School**

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-417-555	\$ -	\$ 1,500.00	\$ 1,500.00

\$ 1,500.00 net change to fund



**OXFORD**  
GENERAL  
GOVERNMENT

# MEMORANDUM

---

**To:** Board of Aldermen

**From:** Mark Levy, PLA

**CC:** Bart Robinson, PE

**Date:** August 6, 2024

**Re:** Consider Change Order #2 from J.P. Corp General Contractors for cutting concrete at doorways.

---

The stone pavers at the four exterior doors are ½” higher than the tolerance required for the doors to operate. In order to remedy the condition, the contractor is proposing to cut concrete strips and lower the area in front of the doorway to accommodate the stone pavers. The requested change order is \$2,990.00 and will add 5 days to the project. With the additional days, the project will be completed by August 20<sup>th</sup>.

A picture of the condition at the doorways is shown on the next page. Staff request permission to execute Change Order #2 for the door leveling and the additional five days.



Three feet in front of each doorway needs to be lowered in order to level the stone pavers

**Enclosures (2)**  
Change Order #2  
JP Corp Construction Quote

# Document G701

## Change Order

<b>PROJECT:</b> (Name and Address) Oxford Conference Center Terrace Improvements 102 Ed Perry Boulevard Oxford, MS 38655		<b>CHANGE ORDER NUMBER:</b> 2	<b>OWNER</b> <input checked="" type="checkbox"/>
		<b>DATE:</b> 7/31/2024	<b>ARCHITECT</b> <input type="checkbox"/>
		<b>ARCHITECT'S PROJECT NO:</b>	<b>CONTRACTOR</b> <input checked="" type="checkbox"/>
<b>TO CONTRACTOR:</b> (Name and Address) J.P. Corp General Contractors 2411 S. Lamar Blvd. Suite C Oxford, MS 38655		<b>CONTRACT DATE:</b> 6/10/2023	<b>FIELD</b> <input type="checkbox"/>
		<b>CONTRACT FOR:</b> General Construction	<b>OTHER</b> <input type="checkbox"/>

The Contract is changed as follows:  
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

TNQM - Labor and material cutting concrete out and leveling at doorways. (4) doors at 3'x6' = 72 sq ft

The original Contract Sum was	\$	<u>\$302,900.00</u>
The net change by previously authorized Change Orders	\$	<u>\$11,060.13</u>
The Contract Sum prior to this Change Order was	\$	<u>\$313,960.13</u>
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>\$2,990.00</u>
The new Contract Sum including this Change Order will be	\$	<u>\$316,950.13</u>
The Contract Time will be increased by <enter days in words> ( 5 ) 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.**

<u>Mark Levy</u> ARCHITECT (Firm name) 107 Courthouse Square, Oxford, MS 38655 ADDRESS	<u>J.P.Corp General Contractors</u> CONTRACTOR (Firm name) 2411 S. Lamar Blvd, Suite C, Oxford, MS 38655 ADDRESS	<u>The City of Oxford</u> OWNER (Firm name) 107 Courthouse Square, Oxford, MS 38655 ADDRESS
--	--	---

BY (Signature) \_\_\_\_\_ BY (Signature) \_\_\_\_\_ BY (Signature) \_\_\_\_\_

Mark Levy Josh Parker Robyn Tannehill, Mayor  
Typed name Typed name Typed name

DATE DATE DATE





## CHANGE ORDER REQUEST

**CONTRACTOR:**

J.P. Corp General Contractors  
 2411 S Lamar Blvd, Suite C  
 Oxford, MS 38655

COR # 2rev

DATE 7/31/2023

**PROJECT:**

OXFORD CONFERENCE CENTER TERRACE RENO.

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT
1	LS	<b>Addition:</b> TNQM - Labor and material to cut out concrete at doors and level patio stone.	\$ 2,600.00	\$ 2,600.00

WE AGREE hereby to make the change(s) specified above at this price \$ 2,600.00

G.C. Overhead and Profit at 15% \$ 390.00

Taxes \_\_\_\_\_

**Total Change Order Request \$ 2,990.00**

	Original Contract Amount	\$ 302,900.00
	New Contract Amount after approval of COR#1	\$ 313,960.13
	<b>Revised Contract Total</b>	<b>\$ 316,950.13</b>

**Kelly Carpenter, PM** 7/31/2023  
 Your Name, Title Date

**Accepted** - The above prices and specifications of this change order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature \_\_\_\_\_  
 Date of Acceptance \_\_\_\_\_



**OXFORD**  
GENERAL  
GOVERNMENT

# MEMORANDUM

---

**To:** Board of Aldermen

**From:** Mark Levy, PLA

**CC:** Bart Robinson, PE

**Date:** August 6, 2024

**Re:** Consider Change Order #1 from Business Communication Inc. (BCI) for a UPS at the new Oxford Police Station

---

The 3-phase UPS, short for uninterruptable power source, was originally included in the Motorola package, and was quoted for \$92,555.15. After procuring several quotes to value engineering the Motorola price, our construction manager was able to procure a similar unit from the Technology Package prime contractor, BCI.

ICM recommends adding the UPS to BCI contract for \$45,443.12, thereby reducing the overall project budget by \$47,112.03.

**Enclosures (2)**

ICM Memo

Change Order #1 for Bid Package N--BCI



**July 31<sup>st</sup>, 2024**

**City of Oxford**

Attn: Mark Levy  
107 Courthouse Square  
Oxford, MS 38655

Oxford Police Station Relocation Project  
Oxford, MS

The 3 Phase UPS System was originally intended to be included in the Motorola Radio purchase order. The price quoted to the city from Motorola was \$92,555.15 for this unit. After determining there were no options for value engineering on the Motorola quote, additional purchasing options were discussed.

ICM procured pricing for a similar unit from the Prime Technology Systems contractor (BCI) and Prime Electrical contractor (Whitfield). Both prices included N+1 configurations, Whitfield's proposal is \$57,368.20 while BCI's price is \$45,443.12. The proposals were reviewed by the City IT department and deemed comparable and acceptable to the unit Motorola would have supplied. It is recommended that the board accept BCI's proposal.

Tripp Bolin  
Project Manager  
ICM


**AIA® Document G731™ – 2019**
**Change Order, Construction Manager as Adviser Edition**

<b>PROJECT:</b> <i>(name and address)</i> Oxford Police Station Relocation  Oxford, MS Project #22041	<b>CONTRACT INFORMATION:</b> Contract For: Bid Package N (Technology Systems) Date: April 9, 2024	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 001  Date: July 1, 2024
<b>OWNER:</b> <i>(name and address)</i> City of Oxford  107 Courthouse Square Oxford, MS 38655	<b>ARCHITECT:</b> <i>(name and address)</i> McCarty Architects Professional Association 533 West Main Street Tupelo, MS 38804	<b>CONSTRUCTION MANAGER:</b> <i>(name and address)</i> Innovative Construction Management (ICM)  P.O. Box 1515 Oxford, Mississippi 38655
<b>CONTRACTOR:</b> <i>(name and address)</i> Business Communications Inc. 442 Highland Colony Parkway Ridgeland, MS 39157		

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

1. Cost to add a Galaxy VS UPS System with N+1 configuration, bypass cabinet and battery cabinet \$45,443.12

Total For Change Order # 001 \$45,443.12

The original Contract Sum was	\$	959,000.00
Net change by previously authorized Change Orders	\$	0
The Contract Sum prior to this Change Order was	\$	959,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$	45,443.12
The new Contract Sum including this Change Order will be	\$	1,004,443.12

The Contract Time will be unchanged by Zero (0) days.

The Contractor's Work shall be substantially complete on December 30, 2024.

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.**

McCarty Architects Professional Association

**ARCHITECT** (Firm name)

*[Signature]*  
**SIGNATURE**

Kurt Shettles, AIA, President & CEO / Architect

**PRINTED NAME AND TITLE**

7/8/2024

**DATE:**

Innovative Construction Management (ICM)

**CONSTRUCTION MANAGER** (Firm name)

*[Signature]*  
**SIGNATURE**

John Bennett, Senior Project Manager

**PRINTED NAME AND TITLE**

7/8/2024

**DATE:**

Business Communications, Inc

**CONTRACTOR** (Firm name)

*[Signature]*  
**SIGNATURE**

Craig Henley VP Enterprise Sales

**PRINTED NAME AND TITLE**

7/3/2024

**DATE:**

City of Oxford

**OWNER** (Firm name)

**SIGNATURE**

Robyn Tannehill, Mayor

**PRINTED NAME AND TITLE**

**DATE:**



Quote #: 042501 Version: 2

Business Communications, Inc.  
 442 Highland Colony Parkway / Ridgeland, MS 39157  
 Phone: 601.898.1890 / Fax: 601.898.1310

## OPD UPS N + 1 (2024)

**Quote Information:**

Quote #: 042501  
 Version: 2  
 Delivery Date: 06/26/2024  
 Expiration Date: 07/19/2024

**Bill To:**

City of Oxford  
 107 Courthouse Square  
 Oxford, MS 38655  
 Chris Simmons  
 csimmons@oxfordms.net  
 (662) 232-2307

**Ship To:**

City of Oxford  
 715 MOLLY BARR RD.  
 Oxford, MS  
 Chris Simmons  
 csimmons@oxfordms.net  
 (662) 232-2307



## Hardware

Part #	Description	Price	Qty	Ext. Price
GVSUPS20KRF S	Galaxy VS UPS 20kW 208V with N+1 power module for external batteries, Start-up 5x8	\$19,130.43	1	\$19,130.43
GVSCBT4	Galaxy VS Classic Battery Cabinet, UL, Type 4	\$21,212.00	1	\$21,212.00
GVSBPUSU80G	Galaxy VS Maintenance Bypass Cabinet, UL, Single-Unit 10-40kW 208V, 20-80kW 480V, 20-80kW 400V	\$3,694.02	1	\$3,694.02
WUPGEAA-UG-01	1Yr EAA Prev Srvc Upgrd to FW or Exstng Srvc Plan - (1) 1or3P UPS 10 - 40kVA, Batt Frm, PDU or Acc.	\$118.67	1	\$118.67
SHIPPING FEES	Shipping Fees Shipping Fees	\$1,288.00	1	\$1,288.00
			Subtotal:	<b>\$45,443.12</b>

## Quote Summary

	Amount
Hardware	\$45,443.12
<b>Total</b>	<b>\$45,443.12</b>

**Return Policy:** All requests to return merchandise and/or materials purchased are subject to manufacturer's authorization and return policy. If purchased materials and/or merchandise is damaged, defective, and/or non-functional on arrival, customers have 30 days from date of invoice to request a return. All returned materials and/or merchandise must be complete with all manuals, cables, warranty cards, static bags, etc., just as the Customer received them. All other materials and/or merchandise can only be returned if the box and/or packaging has not been opened. Authorization of these returns are subject to the manufacturer's approval and are subject to a restocking fee.



222 Kapik Industrial Drive  
Hernando, MS38632  
Phone: 662-429-4542  
Fax: 662-429-8301

May 22, 2024

Tripp Bolin

Innovative Construction Management

P.O. Box 1515

Oxford, MS 38655

Reference: Oxford Police Station Building Renovation

Tripp,

UPS / Maintenance Bypass Switch ~~\$51,011.00~~ (3 to 4 Week Lead Time)

\$49,004.20

Includes:

- UPS – XPC Model M90U-20, 20,000VA / 20,000 Watts Output Capacity, 208/120V, 3 Phase
- C&C External Maintenance Bypass Switch (Wall Mounted)
- SPD (Surge Protective Device) – Current Technology Model CG3-040 208/120V, 3 Phase, 4W and Ground. 40kA per Mode, 80 kA Per Phase Protection (All Mode), 200 (SCCR)
- Service & Warranties – Factory Startup, Warranty Inspection, and Basic Operator Training
- (2) Years Parts & On-Site Labor Warranty, includes battery modules
- (1) On-Site (PM) visit in each warranty year [2 total]

Additional Option:

- Additional 20kVA Power Module (for N + 1 Redundancy) \$8,364.00

If you have any questions, please contact me.

Thank you,

Wes Sullivan

Project Manager

Whitfield Electric Company

Direct: (662) 449-8117

Cell: (901) 834-4236

[wes@whitfielelectric.com](mailto:wes@whitfielelectric.com)

**WHITFIELD ELECTRIC COMPANY**  
**LABOR AND MATERIALS BREAKDOWN FORM**  
**Work Proposed: Oxford Police Station UPS**

Job Name:  Oxford Police Station

Contractor Name:  Whitfield Electric

Contact Person:  Wes Sullivan

Date:  5/22/2024

Item No.	Item Description	Quantity	Material/Equip Cost		Quantity	Labor Cost		Subcontractor Total
			Unit Cost	Total		Unit Cost	Total	
1	UPS and Maint. Bypass Switch	1	39945.00	39945.00	29	51.25	1486.25	
2	Seismic Engineering	1	660.00	660.00	3	51.25	153.75	
				0.00			0.00	
				0.00			0.00	
				0.00			0.00	
				0.00			0.00	
				0.00			0.00	
				0.00			0.00	
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				0.00			0.00	
				0.00			0.00	
				0.00			0.00	
				0.00			0.00	

Material Cost	\$40,605.00		
Labor Cost	\$1,640.00		
Labor & Material Subtotal		\$42,245.00	
Overhead & Fee @ 15% if Work is Self Performed	Allowed OHP= 16%	\$6,759.20	<del>\$6,337.00</del>
Subtotal			<del>\$48,582.00</del>
<del>Subcontractor Cost</del>			<del>\$</del>
<del>Sales Tax and Bond @ 5%</del>		<del>\$2,429.00</del>	
Subtotal			\$0.00
<b>TOTAL PROPOSED CHANGE COST FOR CONTRACTOR</b>		\$49,004.20	<del>\$51,011.00</del>





### OPD UPS N + 1 (2024)

**Quote Information:**

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Version: 2  
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715 MOLLY BARR RD.  
Oxford, MS  
Chris Simmons  
csimmons@oxfordms.net  
(662) 232-2307



Hardware

Part #	Description	Price	Qty	Ext. Price
GVSUPS20KRF S	Galaxy VS UPS 20kW 208V with N+1 power module for external batteries, Start-up 5x8	\$19,130.43	1	\$19,130.43
GVSCBT4	Galaxy VS Classic Battery Cabinet, UL, Type 4	\$21,212.00	1	\$21,212.00
GVSBPUSU80G	Galaxy VS Maintenance Bypass Cabinet, UL, Single-Unit 10-40kW 208V, 20-80kW 480V, 20-80kW 400V	\$3,694.02	1	\$3,694.02
WUPGEAA-UG-01	1Yr EAA Prev Srvc Upgrd to FW or Exstng Srvc Plan - (1) 1or3P UPS 10 - 40kVA, Batt Frm, PDU or Acc.	\$118.67	1	\$118.67
SHIPPING FEES	Shipping Fees	\$1,288.00	1	\$1,288.00
Subtotal:				<b>\$45,443.12</b>

Quote Summary	Amount
Hardware	\$45,443.12
<b>Total</b>	<b>\$45,443.12</b>

**Return Policy:** All requests to return merchandise and/or materials purchased are subject to manufacturer's authorization and return policy. If purchased materials and/or merchandise is damaged, defective, and/or non-functional on arrival, customers have 30 days from date of invoice to request a return. All returned materials and/or merchandise must be complete with all manuals, cables, warranty cards, static bags, etc., just as the Customer received them. All other materials and/or merchandise can only be returned if the box and/or packaging has not been opened. Authorization of these returns are subject to the manufacturer's approval and are subject to a restocking fee.



By signing this document the customer acknowledges that they have received and read a copy of the BCI General Customer Agreement and agrees to all the terms contained therein. This quote is valid through 7/19/2024 12:00:00 AM.

Customer signature and acceptance of this quote serves as authorization for BCI to procure the products and services detailed in the quote on behalf of the customer and to invoice customer accordingly.

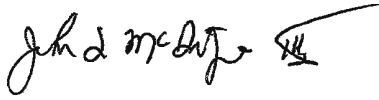
Pricing includes 3% discount for payments made by cash, check, or ACH.

BCI will generate an invoice for the customer when the hardware ships from the supplier.

City of Oxford

Business Communications, Inc

Accepted By: \_\_\_\_\_  
Signature

By:   
Signature

Name \_\_\_\_\_

Name John McIntyre

Title \_\_\_\_\_

Title Account Executive

Date \_\_\_\_\_

Date June 26, 2024

John McIntyre, Account Executive

442 Highland Colony Parkway  
Ridgeland, MS 39157

Office: 601.427.4254

Fax 601.898.1310

Email: [jmcintyre@bcianswers.com](mailto:jmcintyre@bcianswers.com)

Website: <http://bcianswers.com/>

# QUOTE # 1

## Oxford Alarm and Communications, INC

179 Highway 6 East  
Oxford, MS 38655 USA  
(662) 236-5520  
shelbyoxfordalarm@gmail.com  
www.oxfordalarm.com



## Estimate

### ADDRESS

City of Oxford ACR  
413 McElroy Drive  
Oxford, MS 38655

### SHIP TO

City of Oxford ACR  
413 McElroy Drive  
Oxford, MS 38655

### ESTIMATE #

1157

### DATE

06/21/2024

### P.O. NUMBER

Access Control Quote

DESCRIPTION	QTY	RATE	AMOUNT
HID Aero X1100 4 Door Controller and Power Kit (Alarm.com)	2	2,230.31	4,460.62T
Slimline Multitech Reader (Alarm.com) without keypad	6	327.06	1,962.36T
Square style Multi tech Reader/Keypad (Alarm.com)	1	562.99	562.99T
Maglock 600 LBS	6	239.95	1,439.70T
Request To Exit PIR Sensor	6	114.00	684.00T
2" Request-to-Exit Button	6	92.00	552.00T
Z Brackets for Maglock	3	110.00	330.00T
18/4 Wire	300	0.68	204.00T
Conduit	1	100.00	100.00T
Labor Charge @ \$115 per man hour	35	115.00	4,025.00T
25pack Keyfob (alarm.com) (25 access cards)	1	302.99	302.99T
Monthly Access Control Monitoring (alarm.com) per door (Billed Separately) (\$91)	7	0.00	0.00T
Can Cut the Quote to 4 doors. 2 on back and the 2 front doors and than add the others later to get quote cheaper			
Cloud Base (offsite programming)			

You may remit payment via credit/debit card, ACH, mail a check or stop by our office during business hours. Thank you for your business!  
This estimate is just that, an estimate. This estimate is for installing the

SUBTOTAL

14,623.66

equipment listed above, based on our evaluation. It does not include unforeseen price increases or additional labor and/or materials which may be required should a problem arise, or job entail more than what was initially observed. The estimate is good for 60 days from the date listed above.

7% Sales Tax will be added to final invoice.

TAX	1,023.66
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TOTAL	<b>\$15,647.32</b>
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Accepted By

Accepted Date

**QUOTE # 2**



Memphis & Jackson Tennessee,  
Tupelo & Batesville Mississippi.  
www.iciwireless.com



**QUOTE**

QUOTE # : 8520241218

DATE : 8/5/2024

PURCHASE ORDER # : \_\_\_\_\_

TO: Oxford Animal Resource Center  
413 McElroy Dr.  
Oxford, MS. 38655

ATTN: Kelli Briscoe  
PHONE: 662-234-3981  
EMAIL : [arcdirector@oxfordms.net](mailto:arcdirector@oxfordms.net)

QTY	MODEL NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
6	OP-R2X-STD	Single Gang Reader, Mutli. Freq	\$275.00	\$1,650.00
1	OP-RKP-STND	Standard Smart Keypad Reader V2, black, Multi. Freq.	\$460.00	\$460.00
1	SYS-8ENT-DVE4	Core Series 8 port 12/24V Smart Hub, 8 entry capacity, Power supply: FPO series, E4	\$3,025.00	\$3,025.00
2	OP-ACH-EV3A10	DESFire EV3 Cards, use with high frequency readers, pack of 10	\$60.00	\$120.00
2	OP-SERV-EA	Tailored End User Training: 1- hour sessions dedicated to specific account management	\$120.00	\$240.00
7	S-PIR-DS150	Bosch DS150i Motion Detect	\$142.70	\$998.90
7	R-MEXIT-CHAR	Mini Metal Surface Mount Exit Button	\$129.70	\$907.90
6	AC1200S	1200lb Maglock	\$222.03	\$1,332.18
2	IM-1272F1	12V 7AH SLA BATTERY F1	\$37.13	\$74.26
7	S-SNSR-180-12--W	GRI 180-12-W Steel Door Switch	\$62.56	\$437.92
1	Misc	Wire/Connectors/ Wire Mold/etc	\$1,750.00	\$1,750.00
1	Labor	Installation/Configuration	\$15,000.00	\$15,000.00

**Quote is for installation and configuration of Avigilon Alta Access Control Cloud system for 1 year. Phone Access, 20 Cards.**

ALL CANCELLED ORDERS ARE SUBJECT TO A 20% RESTOCKING FEE  
QUOTATION GOOD FOR 30 DAYS

PREPARED BY: Lane Scott [lane.scott@iciwireless.com](mailto:lane.scott@iciwireless.com)  
ACCEPTED BY: \_\_\_\_\_

<b>SUBTOTAL</b>	\$25,996.16
<b>SHIPPING</b>	\$0.00
<b>TAXES</b>	\$0.00
<b>TOTAL</b>	<b>\$25,996.16</b>

LEGAL NAME OF PURCHASER \_\_\_\_\_

<b>Annual Cloud Subscription Renewal</b>	<b>\$1,200.00</b>
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AUTHORIZED SIGNATURE

DATE

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**QUOTE # 3**

Memphis & Jackson Tennessee,  
Tupelo & Batesville Mississippi.  
www.icewireless.com

**QUOTE**QUOTE # : 8520241219DATE : 8/5/2024

PURCHASE ORDER # : \_\_\_\_\_

TO: Oxford Animal Resource Center  
413 McElroy Dr.  
Oxford, MS. 38655

ATTN: Kelli Briscoe  
PHONE: 662-234-3981  
EMAIL : [arcdirector@oxfordms.net](mailto:arcdirector@oxfordms.net)

QTY	MODEL NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
6	S-DOOR-KIT-MPW	Infinias Single Door Add Kit with 3xLOGIC Prox Reader	\$928.41	\$5,570.46
1	R-MPKW-CHAR-AH	MINI Metal Surface Mount Prox Reader - HID Compatible + backlit keypad	\$360.13	\$360.13
1	S-EIDC32	(GSA) eIDC - PoE Network Door Controller	\$780.13	\$780.13
1	R-MPW-CHAR-AH	MINI Metal Surface Mount Prox Reade	\$144.13	\$144.13
1	S-SMB-5075	Surface Mounting Box	\$13.56	\$13.56
7	S-PIR-DS150	Bosch DS150i Motion Detect	\$142.70	\$998.90
7	R-MEXIT-CHAR	Mini Metal Surface Mount Exit Button	\$129.70	\$907.90
1	S-BASE-KIT	Intelli-M Access Essentials Software Kit	\$585.56	\$585.56
25	S-ACC-AKT	<b>Infinias Keyfob</b> - HID compatible (125KHz)	\$4.41	\$110.25
6	AC1200S	1200lb Maglock	\$222.03	\$1,332.18
1	AX-600ULACM	6AMP 12/24VDC PS W/ACM8 8 OTPT	\$437.66	\$437.66
2	IM-1272F1	12V 7AH SLA BATTERY F1	\$37.13	\$74.26
7	S-SNSR-180-12--W	GRI 180-12-W Steel Door Switch	\$62.56	\$437.92
1	Misc	Wire/Connectors/ Wire Mold/etc	\$1,750.00	\$1,750.00
1	Labor	Installation/Configuration	\$15,000.00	\$15,000.00

**Quote is for installation and configuration of Infinias Access Control system. Supports up to 64,000 card holders, Browser based user interface, Standard and customizable reporting. 25 Keyfobs**

ALL CANCELLED ORDERS ARE SUBJECT TO A 20% RESTOCKING FEE  
QUOTATION GOOD FOR 30 DAYS

PREPARED BY: Lane Scott [lane.scott@icewireless.com](mailto:lane.scott@icewireless.com)

<b>SUBTOTAL</b>	\$28,503.04
<b>SHIPPING</b>	\$0.00

ACCEPTED BY:

\_\_\_\_\_  
LEGAL NAME OF PURCHASER

\_\_\_\_\_  
AUTHORIZED SIGNATURE

TAXES	\$0.00
TOTAL	<b>\$28,503.04</b>

\_\_\_\_\_  
DATE



## MINUTES

City of Oxford  
Board of Aldermen  
Regular Meeting-BOA  
Tuesday, August 6, 2024, 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 6, 2024 in the courtroom of Oxford City Hall when and where the following were present:

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

Mayo Mallette, PLLC- Of Counsel  
Ashley Atkinson- City Clerk  
Bart Robinson- Chief Operating Officer  
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  
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- City Engineer  
Brad Freeman- mTrade Park Director-absent  
Clay Brownlee- mTrade Park Assistant Director-absent  
Michael Temple- IT Department-absent  
Chris Simmons- IT Director-absent  
Chandler Murabito-IT Department  
Mark Levy- General Government  
Laurie Steele-HR Department  
Kelli Briscoe-Animal Resource Center Director  
David Sabin-Police Department  
Robert Baxter-Planning Dept.  
Kate Kenwright-Planning Dept.

### 2. Adopt the agenda for the meeting.

It was moved by Alderman Addy, seconded by Alderman Hyneman to adopt the agenda for the meeting with the addition of items 6c(xiv), 6c(xv), 20, and 25 and the deletion of items 6c(vii) and 6c(xiii). 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 16, 2024, the Regular Meeting on July 16, 2024, the Recess Meeting on July 18, 2024, and the Recess Meeting on July 23, 2024. (Ashley Atkinson)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Crowe to approve the minutes of the Recess Meeting on July 16, 2024, the Regular Meeting on July 16, 2024, the Recess Meeting on July 18, 2024, and the Recess Meeting on July 23, 2024. 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 Howell-Atkinson, seconded by Alderman Hyneman to approve the accounts for all city departments including a claims docket showing General Fund claims numbered 132618-132829 and ACHs 81-88, Water & Sewer claims numbered 39282-39328 and ACHs 193-195, Trust & Agency claims numbered 51134-51212 and ACHs 69-74, Metro Narcotics

claims numbered 9075-9079 and ACHs 33-35, OPC Activity Fund claims numbered 3494-3528, an HB603-28(bc) claim numbered 2043, an HB6003-s8(in) claim numbered 2013, and totaling \$4,527,914.29. 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 Taylor 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 DeWalt SawZall DC385 18 volt with asset tag 1552, a Stihl FS 110R Weedeater with asset tag 2706, a Stihl Chainsaw with asset tag 1831, and a gas stove with SN VF64428991 and asset tag 3116 surplus in the Oxford Fire Department and authorize their disposal. (Joey Gardner)
- ii. Request permission to declare a 2002 yellow Big Country 6x4 Model 37AS640C100 with SN 21032B00003, a Stihl Ms250 Chainsaw with SN 04008, a 2003 Ford F450 with VIN 1FDXF46563EB98583, and a Warn winch with SN55804 surplus in the Oxford Utilities Department- Water & Sewer Division surplus and authorize their disposal. (Rob Neely)
- iii. Request permission to declare an Exmark mower with SN315609308 and asset tag 1911, an Exmark mower with SN 402151038 and asset tag 3043, and an Exmark mower with SN 402151039 and asset tag 3042 surplus in the Environmental Services Department and authorize their disposal. (Amberlyn Liles)

b. Grants:

- i. Request permission to accept FY2024 COPS Technology and Equipment Program Grant from the US Department of Justice in the amount of \$200,000.00. (Mark Levy)

c. Human Resources:

- i. Request approval of a step increase for Katie Drewery in the Development Services-Building Department for successful completion of the ICC Permit Technician exam. Her new salary will be \$43,260.00. (Braxton Tullos)
- ii. Request permission to hire Monique Horan as the Sales and Marketing Manager for the Oxford Conference Center Department, with an annual salary of \$57,000.00. (Braxton Tullos)
- iii. Request permission to hire Robert Lomenick as a Full-Time Prosecutor in the Municipal Court Department, with an annual salary of \$35,568, effective January 1, 2025. (Braxton Tullos)
- iv. Request permission to promote Matthew McCachren from Wastewater Treatment Plant Operator II to Wastewater Treatment Plant Operator III, with a new annual salary of \$52,929.74 in the Oxford Utilities Department- Water & Sewer Division. (Braxton Tullos)
- v. Request permission to accept the resignation of Brianna Blake in the Oxford Police Department, effective July 28, 2024. (Braxton Tullos)
- vi. Request permission to promote Jason Asbury from Patrol to Investigator in the Oxford Police Department, with a new annual salary of \$64,022.40. (Braxton Tullos)
- vii. Request permission to hire an employee in the Oxford Police Department. (Braxton Tullos)  
This item was removed from the agenda.
- viii. Request approval of a salary correction for Andrew Douglass in the Oxford Fire Department. His correct salary amount is \$65,337.77. (Braxton Tullos)
- ix. Request permission to promote Andrew Norwood from RDO I to Lieutenant I in the Oxford Fire Department, with a new annual salary of \$57,392.22. (Braxton Tullos)
- x. Request permission to hire Colin Waldrop, Jashun Flemons, Caroline Davis, and Michael Thompson as part-time concession workers in the mTrade Park Department, each with an hourly rate of \$9.25. (Braxton Tullos)
- xi. Request approval of a step increase for Terrance Carter in the Environmental Services Department, for receiving his Rubbish Site Certification. His new salary will be \$46,411.24. (Braxton Tullos)
- xii. Request permission to hire Kylan Johnson as a part-time, seasonal employee in the Environmental Services Department, with an hourly rate of \$15.00. (Braxton Tullos)
- xiii. Request permission to hire one full-time employee in the Environmental Services Department. (Braxton Tullos)  
This item was removed from the agenda.
- xiv. Request permission to promote Kali King from Part-Time Communications Officer to Full-Time Communications Officer in the Oxford Police Department, with a new annual salary of \$36,480.82. (Braxton Tullos)
- xv. Request permission to approve a salary correction for Taylor Shipp, who was hired at the July 16, 2024 meeting. The incorrect salary was approved, it should have been

\$55,161.60, not \$51,001.60. (Braxton Tullos)

- xvi. Request permission to approve 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 on behalf of the Oxford ARC. (Kelli Briscoe)

e. Travel Requests:

- i. Request permission for two General Government- IT Department employees to attend the VerkadaOne '24 Conference on September 16- 20, 2024, in Denver, CO, at an estimated cost of \$4,950.00. (Bart Robinson)
- ii. Request permission for one Development Services- Admin employee to attend the GIS Class with MS State on August 28- 29, 2024, in Hernando, MS, with the only cost to attend being fuel costs in a City-owned vehicle. (Hollis Green)
- iii. Request permission for five employees in the City Clerk/ Financial Admin Department and one employee in the Development Services- Admin Department to attend the MML CMO Class- Last 6 Months in Office & Understanding Financial Statements on September 12, 2024, in Oxford, MS, at an estimated cost of \$150.00. (Ashley Atkinson/ Hollis Green)
- iv. Request permission for one Oxford Fire Department employee to attend Water on Fire by County Fire Tactics Training on August 26- 30, 2024, in Pensacola, FL, at an estimated cost of \$769.16. (Joey Gardner)
- v. Request permission for one Environmental Services Department employee to attend the MS SWANA Board Meeting on August 8- 9, 2024, in Biloxi, MS, at an estimated cost of \$118.00. MS SWANA will cover all other travel costs. (Amberlyn Liles)
- vi. Request permission for one Oxford Police Department employee to attend a Vehicle Forensics Course on August 18- 23, 2024, in Hoover, AL, at no cost to the City. (Jeff McCutchen)
- vii. Request permission for three Oxford Police Department employees to attend the MS Women's Summit on August 19, 2024, in Oxford, MS, at no cost to the City. (Jeff McCutchen)
- viii. Request permission for one Oxford Police Department employee to attend an FBI NAA Leadership Certification Program on October 7- November 15, 2024, in Southaven, MS, at an estimated cost of \$795.00. (Jeff McCutchen)
- ix. Request permission for three Oxford Police Department employees to attend Command Leadership Institute on September 9- 13, 2024, in Tupelo, MS, at an estimated cost of \$2,385.00. (Jeff McCutchen)
- x. Request permission for one Oxford Police Department employee to attend the IACP DRE Conference on August 15- 19, 2024, in Washington, D.C. All travel expenses will be covered by the DUI Training Grant. (Jeff McCutchen)
- xi. Request permission for eight Oxford Police Department employees to attend a Transitional Leader Course on August 14, 2024, in Oxford, MS, at an estimated cost of \$1,000.00. (Jeff McCutchen)
- xii. Request permission for fourteen Oxford Police Department employees to attend Leading Without Rank on August 13, 2024, in Oxford, MS, at an estimated cost of \$1,796.00. (Jeff McCutchen)
- xiii. Request permission for one Oxford Police Department employee to attend a Teach Courtroom Class on September 30, 2024, in Moorehead, MS, at no cost to the City. (Jeff McCutchen)
- xiv. Request permission for one Oxford Police Department employee to attend Advanced Search and Seizure/Traffic Stops on October 10- 11, 2024, in Germantown, TN, at an estimated cost of \$395.00. (Jeff McCutchen)

7. Discuss landscape buffer at Oxford Memorial Cemetery.

Drew and Jill Stevens addressed the Board regarding a landscape buffer at the Oxford Memorial Cemetery. Back in 2015, they asked the City to repair the ditch that runs behind their house, as it was causing erosion that was encroaching onto their property. In 2021 the City accepted a Hazard Mitigation Grant from MEMA, in the amount of \$575,598.87, to complete repairs to the ditch. Those repairs necessitated the removal of all vegetation, including several mature pine trees, from the section of ditch along the Stevens' property. Once the repairs were completed, approximately \$30,000.00 in landscaping was planted to provide a screen along the ditch. This project progressed with the full knowledge and approval of the Stevens; multiple emails, texts, and meetings with various City employees and Aldermen detail the timeline of the project.

The Stevens would like more landscaping to be added along the ditch to further block their view of the cemetery, and to help block noise as well. Special Projects Director, Mark Levy, stated that

due to the narrow planting area and lack of accessible water, putting larger trees along the ditch would not be successful; he feared they would not survive to maturity. He stressed that the current plants and trees are growing and it will just take time to create the screen that the Stevens want. It was suggested that Mark get quotes on a chain link fence with privacy slats or a wooden privacy fence. Depending on cost, the fence, if approved, would be built by the City on the City's property line, along several portions of the ditch, including the Stevens' property. No action was taken at this time.

8. Presentation of the annual Audit for the fiscal year ended September 30, 2023 and request permission to approve same. (Bryon Wilemon/Ashley Atkinson)

Bryon Wilemon, with Franks, Franks, Wilemon, and Haygood, presented a summary of the annual audit for the fiscal year ended September 30, 2023.

It was moved by Alderman Addy, seconded by Alderman Crowe to accept the annual audit for the fiscal year ended September 30, 2023, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

9. Request permission to approve the FY 2024-2025 Ad Valorem Tax Request for the Oxford Municipal Separate School District. (Allison Wally)

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

It was moved by Alderman Huelse, seconded by Alderman Hyneman to approve the FY 2024-2025 Ad Valorem Tax Request for the Oxford Municipal Separate School District, which did not include a mil rate increase. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

10. Request permission to advertise for reverse auction bids for equipment for the Environmental Services Department. (Amberlyn Liles)

Aldermen Crowe and Howell-Atkinson returned to the meeting.

It was moved by Alderman Addy, seconded by Alderman Hyneman to advertise for reverse auction bids for equipment for the Environmental Services Department. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

11. Request permission to approve and authorize the Mayor to sign a Letter of Agreement with the International Code Council (ICC) to teach the 2024 Residential Code Class at the Oxford Conference Center. The estimated cost to the City of Oxford is \$2,310.00. (Johnathan Mizell)

It was moved by Alderman Addy, seconded by Alderman Howell-Atkinson to approve and authorize the Mayor to sign a Letter of Agreement with the International Code Council (ICC) to teach the 2024 Residential Code Class at the Oxford Conference Center. The estimated cost to the City is \$2,310.00. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

12. Request permission for the Chief of Police to sign a Field Education Affiliation Agreement with The University of Mississippi, School of Applied Sciences, Department of Social Work. (Jeff McCutchen)

It was moved by Alderman Crowe, seconded by Alderman Huesle to allow the Chief of Police to sign a Field Education Affiliation Agreement with The University of Mississippi, School of Applied Sciences, Department of Social Work. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

13. Request permission to approve a Parade/Assembly Permit for Stronger Together Oxford to host a Supply Drive to benefit the Oxford ARC in the City Hall Pocket Park on August 17, 2024, from 2:00- 4:00pm. (Jeff McCutchen)

It was moved by Alderman Hyneman, seconded by Alderman Addy to approve a Parade/Assembly Permit for Stronger Together Oxford to host a supply drive, to benefit the Oxford ARC, in the City Hall Pocket Park on August 17, 2024 from 2:00pm-4:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

14. Request approval of a Plat Amendment for "Grand Oaks Commercial Subdivision", 2000 Barron Street (PPIN # 8911). (Kate Kenwright)

It was moved by Alderman Huelse, seconded by Alderman Addy to approve a Preliminary & Final Plat Amendment for Case #3078 for "Grand Oaks Commercial Subdivision", for property located at 2000 Barron Street, being further identified as PPIN 8911. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

15. Request permission to accept the proposal and execute the agreement with A2H for the Oxford Conference Center Roof "B" Replacement Project. (John Crawley)

It was moved by Alderman Hyneman, seconded by Alderman Crowe to accept the proposal and execute the agreement with A2H for the Oxford Conference Center Roof "B" Replacement Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

16. Request permission to award the low bid and execute contract documents for the Oxford Conference Center Rifle Range HVAC Replacement Project. (John Crawley)

It was moved by Alderman Addy, seconded by Alderman Taylor to accept the bids received and award a contract, in the amount of \$412,000.00, to S. M. Lawrence Co. of Corinth, MS, for the

Oxford Conference Center Rifle Range HVAC Replacement Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

17. Request permission to advertise for annual materials bids for FY 2024-2025. (John Crawley)

It was moved by Alderman Addy, seconded by Alderman Huelse to advertise for annual materials bids for FY 2024-2025. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

18. Request permission to award the low bid and execute contract documents for the 2024 Micro-Surfacing Project. (John Crawley)

It was moved by Alderman Huelse, seconded by Alderman Howell-Atkinson to accept the bids received and authorize a contract to Vance Brothers, Inc., in the amount of \$545,491.60, for the 2024 Micro-Surfacing Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

19. Request permission to accept ownership and maintenance of Old Oaks Lift Station No. 1. (John Crawley)

It was moved by Alderman Addy, seconded by Alderman Huelse to accept ownership and maintenance of Old Oaks Lift Station No. 1. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

20. Consider a request from Patton Construction for additional contract days for the Downtown Regional Detention Project. (John Crawley)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Huelse to add 14 days to the contract for the Downtown Regional Detention Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

21. Request approval of a contract amendment with UGK to upgrade timeclocks. (Braxton Tullos)

It was moved by Alderman Hyneman, seconded by Alderman Howell-Atkinson to approve a contract amendment with UGK to upgrade timeclocks in several departments. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

22. Request permission to approve a list of budget amendments and re-allocations for FY 2023-2024. (Ashley Atkinson)

It was moved by Alderman Addy, seconded by Alderman Taylor to approve a list of budget amendments and re-allocations for FY 2023-2024, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

23. Consider Change Order # 2 from JP Corp for concrete leveling at the Oxford Conference Center. (Mark Levy)

It was moved by Alderman Huelse, seconded by Alderman Crowe to approve Change Order #2 from JP Corp, in the amount of \$2,990.00, for concrete leveling at the Oxford Conference Center. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

24. Consider Change Order # 1 from BCI for a UPS System at the new Oxford Police Station (OPD Enterprise Center). (Mark Levy)

It was moved by Alderman Addy, seconded by Alderman Huelse to approve Change Order #1 from Business Communications, Inc. (BCI), in the amount of \$45,443.12, for a UPS (Uninterruptable Power Source) at the new Oxford Police Station (OPD Enterprise Center). All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

25. Request permission to accept quotes received and proceed with installation of cameras and access control modules at the Oxford Animal Resource Center. (Kelli Briscoe)

It was moved by Alderman Addy, seconded by Alderman Crowe to accept the quotes received and proceed with the installation of cameras and access control modules, based on the low quote from Oxford Alarm & Communications in the amount of \$14,623.66, at the Oxford Animal Resource Center. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

26. Consider an executive session.

It was moved by Alderman Hyneman, seconded by Alderman Crowe to consider an executive session for personnel issues, and a matter 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 personnel issues in the Oxford Utilities-Water & Sewer Division, the Environmental Services Department, and the Executive Department; and a matter of potential litigation related to a contract. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

It was moved by Alderman Hyneman, seconded by Alderman Addy to follow the recommendation of the HR Director and suspend Oxford Utilities-Water & Sewer Division employee, Jason

Mooney, for three days without pay for violation of City policy. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Addy, seconded by Alderman Hyneman to follow the recommendation of the HR Director and terminate the employment of Environmental Services employee, Chris Tunson, for violation of City policy and not returning to work upon release from physician's care approximately a month ago. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Howell-Atkinson, seconded by Alderman Crowe to hire John McCoy as a Part-Time Digital Content Manager, effective August 15, 2024 through December 31, 2024, at a salary of \$37,500.00, and to amend the Executive Department's budget as necessary. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

27. Adjourn.

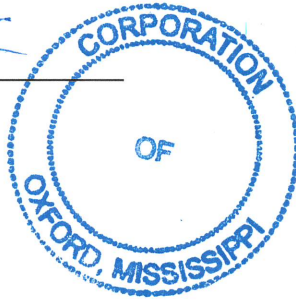
It was moved by Alderman Howell-Atkinson, seconded by Alderman Hyneman to adjourn the meeting. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

*Robyn Tannehill*

Robyn Tannehill, Mayor

*Ashley Atkinson*

Ashley Atkinson, City Clerk





**City of Oxford  
Board of Aldermen  
Special Meeting-BOA  
August 14, 2024, 1:00 pm - 4:00 pm  
City Hall Courtroom**

**DOCUMENTS**

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Signed\_approved\_minutes\_Spec\_08142024

AG SUMMITT 2024 BOA REQUEST

BCI-Pay App 1

FY2025\_budget\_001\_020\_025\_689\_726\_727\_729



## AGENDA

City of Oxford  
Board of Aldermen  
Special Meeting  
Wednesday, August 14, 2024, 1:00 pm - 4:00 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 14, 2024 at 1:00pm**, 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 an employee in the Environmental Services Department. (Braxton Tullos)
4. Request permission for three employees to attend the Inaugural Women's Summit on August 19, 2024 in Oxford at no cost to the City. (Nickie Denley)
5. Request permission to approve a payment to Business Communications, Inc. in the amount of \$356,951.00 for Bid Package N, Pay App # 1 for the OPD Enterprise Center. (Ashley Atkinson)
6. Request permission to apply for the MS Main Street Revitalization Grant Program. (Mark Levy)
7. FY 2024-2025 Budget Review
8. Consider an executive session.
9. 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 8/14/2024 at 9:30 (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 8/14/2024 at 9:30 (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 8/14/2024 at 9:30 (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 8/14/2024 at 9:30 (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 8/14/2024 at 9:30 (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 8/14/2024 at 9:30 (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 Mary Martha Crowe of the foregoing meeting on 8/14/2024 at 9:30 (a.m./p.m.)

*[Signature]*

## MINUTES

City of Oxford  
Board of Aldermen  
Special Meeting-BOA  
Wednesday, August 14, 2024, 1:00 pm - 4:00 pm  
City Hall Courtroom



### A. Special Meeting Notice

- 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 14, 2024 at 1:00pm**, 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 Special Meeting of the Mayor and Board of Alderman of the City of Oxford, Mississippi, was called to order by Mayor Tannehill at 1:00pm on Wednesday, August 15, 2024 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-absent  
Jason Bailey, Alderman Ward VI  
Mary Martha Crowe, Alderman-At-Large

Mayo Mallette, PLLC- Of Counsel-absent  
Ashley Atkinson- City Clerk  
Bart Robinson- Chief Operating Officer  
Braxton Tullos- Human Resources Director  
Hollis Green- Director of Development Services  
Jessi Tolleson-Comptroller  
John Crawley-City Engineer  
Johnathan Mizell-Building Official  
Ben Requet-City Planner-absent  
Amberlyn Liles-Environmental Services Superintendent  
Joey Gardner-Fire Chief

#### 2. Adopt the agenda for the meeting.

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

#### 3. Request permission to hire an employee in the Environmental Services Department. (Braxton Tullos)

It was moved by Alderman Addy, seconded by Alderman Huelse to hire Rayna Eubanks as an Environmental Coordinator in the Environmental Services Department, with an annual salary of \$50,000.00. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

#### 4. Request permission for three employees to attend the Inaugural Women's Summit on August 19, 2024 in Oxford at no cost to the City. (Nickie Denley)

It was moved by Alderman Addy, seconded by Alderman Crowe to allow three Municipal Court employees to attend the Inaugural Women's Summit on August 19, 2024 in Oxford at no cost to the City. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

#### 5. Request permission to approve a payment to Business Communications, Inc. in the amount of \$356,951.00 for Bid Package N, Pay App # 1 for the OPD Enterprise Center. (Ashley Atkinson)

It was moved by Alderman Huelse, seconded by Alderman Addy to approve claim number 132830 to Business Communications, Inc., in the amount of \$356,951.00 for Bid Package N, Pay App #1 for the OPD Enterprise Center. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

#### 6. Request permission to apply for the MS Main Street Revitalization Grant Program. (Mark Levy)

It was moved by Alderman Addy, seconded by Alderman Huelse to apply for the MS Main Street Revitalization Grant Program. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

#### 7. FY 2024-2025 Budget Review

The Board reviewed the FY2024-2025 budget and made the following motions:

It was moved by Alderman Howell-Atkinson, seconded by Alderman Crowe to approve a new Patrol Officer position for the Oxford Police Department and the purchase of a camera/access control system for the Oxford Park Commission Activity Center(s), in a total amount of \$185,000.00 for FY 2025. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Huelse, seconded by Alderman Bailey to approve a matching funds payment, not to exceed \$50,000.00 or 1/3 of the cost of the selected proposal cost, to the Oxford-Lafayette County Economic Development Foundation for the purchase of a Strategic Economic Development Plan for FY 2025. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Addy to approve a matching funds payment, in the amount of \$15,000.00 for the Affordable Housing Commission, with \$5,000.00 being designated for marketing and the other \$10,000.00 being placed in the Affordable Housing Trust Fund, as managed by the CREATE Foundation. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

After a brief discussion, it was moved by Alderman Bailey, seconded by Alderman Crowe to allocate \$200,000.00 for additional walking trails and restroom facilities at Woodlawn Davis Park. All the aldermen voting aye, with the exception of Aldermen Addy and Howell-Atkinson, Mayor Tannehill declared the motion carried.

8. Consider an executive session.

It was moved by Alderman Crowe, seconded by Alderman Huelse 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 Hyneman, seconded by Alderman Bailey to enter into an executive session for personnel issues in the Oxford Park Commission. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Howell-Atkinson, seconded by Alderman Huelse to approve the FY 2024-2025 salary adjustments for the Oxford Park Commission, as recommended by the Oxford Park Commission Board. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

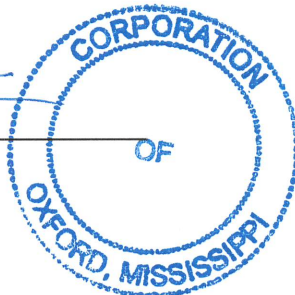
It was moved by Alderman Hyneman, seconded by Alderman Crowe to return to regular session. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

9. Adjourn.

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

  
Robyn Tannehill, Mayor

  
Ashley Atkinson, City Clerk





MICHAEL WATTS  
MUNICIPAL COURT JUDGE

NICKIE DENLEY  
MUNICIPAL COURT CLERK

To: Mayor and Board of Aldermen

From: Nickie Denley

Date: August 12, 2024

IN RE: Women's Summit hosted by MS AG

Dear Mayor and Board of Aldermen,

The Mississippi Attorney General is hosting an Inaugural Women's Summit on August 19, 2024 at the conference center here in Oxford. I write to you to request that three deputy clerks from the court department be allowed to attend. This event would be at no cost to the city.

Thank you for your consideration,

  
Nickie Denley



**Application and Certificate for Payment, Construction Manager as Adviser Edition**

<b>TO OWNER:</b> City of Oxford City of Oxford 107 Courthouse Square Oxford, Mississippi 38655	<b>PROJECT:</b> Oxford Police Station Relocation	<b>APPLICATION NO:</b> 1	<b>DISTRIBUTION TO:</b> OWNER CONSTRUCTION MANAGER ARCHITECT CONTRACTOR FIELD OTHER
<b>FROM CONTRACTOR:</b> Business Communications, Inc. 442 Highland Colony Pkwy Ridgeland, Mississippi 39157 <b>CONTRACT FOR:</b> General Construction	<b>VIA CONSTRUCTION MANAGER:</b> Innovative Construction Management P. O. Box 1515 Oxford, Mississippi 38655 <b>VIA ARCHITECT:</b> (McCarty Architects)	<b>PERIOD TO:</b> 06/01/24 - 06/30/24 <b>CONTRACT DATE:</b> // <b>PROJECT NOS:</b> 22.23	

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$ 959,000.00	
2. NET CHANGES IN WORK	\$ 0.00	
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 959,000.00	
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$ 359,637.90	
5. RETAINAGE:		
a. 0.75% of Completed Work: (Columns D + E on G703)	\$ 2,686.90	
b. 0.00% of Stored Material: (Column F on G703)	\$ 0.00	
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$ 2,686.90	
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 356,951.00	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 0.00	
8. CURRENT PAYMENT DUE:	\$ 356,951.00	
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$ 602,049.00	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner:	\$ 0.00	\$ 0.00
Total approved this month including Construction Change Directives:	\$ 0.00	\$ 0.00
<b>TOTALS</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
NET CHANGES by Change Order	\$ 0.00	

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

CONTRACTOR: Business Communications, Inc.

By: Craig Henley

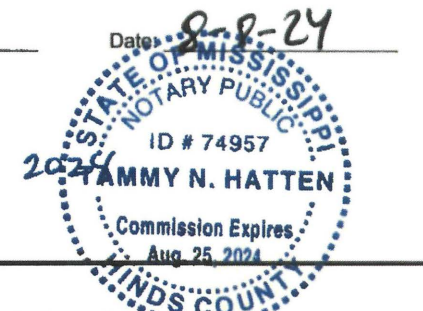
State of: MS

County of: Hinds

Subscribed and sworn to before Craig Henley me this 8th day of August 2024

Notary Public: Jammy N. Hatten

My Commission expires: Aug. 25, 2024



**CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager and Architect certifies to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED:

\$ 356,951.00

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

CONSTRUCTION MANAGER:

By: Trupp Bols

Date: 8/13/2024

ARCHITECT: (NOTE: If multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)

By: Benjamin Kosack

Date: Aug 13 2024

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

\$ 356,951.00  
Technology @ Police Station  
MRL 8/13/2024



**Document G703™ - 1992**

**Continuation Sheet**

Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are in US dollars.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 1  
 APPLICATION DATE: 07/31/2024  
 PERIOD TO: 06/01/24 - 06/30/24  
 ARCHITECT'S PROJECT NO:

ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	16 - Electrical	Switches- Equipment	\$ 29,475.68	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 29,475.68	\$ 0.00
2	16 - Electrical	Firepower- Equipment	\$ 2,552.65	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 2,552.65	\$ 0.00
3	16 - Electrical	Barracuda- Equipment	\$ 305,900.00	\$ 0.00	\$ 305,900.00	\$ 0.00	\$ 305,900.00	100.00%	\$ 0.00	\$ 0.00
4	16 - Electrical	Wireless- ExtremeCloud IQ Indoor WiFi- Equipment	\$ 2,730.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 2,730.00	\$ 0.00
5	16 - Electrical	Wireless- ExtremeWorks Software and TAC- Subscription	\$ 1,050.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 1,050.00	\$ 0.00
6	16 - Electrical	Wireless- ExtremeCloud IQ SaaS Subscription- Subscription	\$ 1,575.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 1,575.00	\$ 0.00
7	16 - Electrical	PowerScale H700- 60TB- Equipment	\$ 179,013.56	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 179,013.56	\$ 0.00
8	16 - Electrical	Cisco Service- Subscription	\$ 6,739.27	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 6,739.27	\$ 0.00
9	16 - Electrical	Cisco Phones- Equipment	\$ 6,961.20	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 6,961.20	\$ 0.00
10	16 - Electrical	Dell- (5) Dell 86" 4K Touch Monitor- Equipment	\$ 28,365.75	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 28,365.75	\$ 0.00
11	16 - Electrical	Dell- (1) Dell 75" 4K Touch Monitor- Equipment	\$ 2,249.82	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 2,249.82	\$ 0.00
12	16 - Electrical	Dell- (2) Dell 65" 4K Touch Monitor- Equipment	\$ 5,956.80	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 5,956.80	\$ 0.00
13	16 - Electrical	Dell- (12) OptiPlex Micro (Plus 7010)- Equipment	\$ 20,071.68	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 20,071.68	\$ 0.00
14	16 - Electrical	Dell- (20) Dell UltraSharp 30 Monitor- Equipment	\$ 8,849.20	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 8,849.20	\$ 0.00

Continuation Sheet

ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
15	16 - Electrical	Dell- (10) Dock WD19- Equipment	\$ 1,916.50	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 1,916.50	\$ 0.00
16	16 - Electrical	Dell- (5) Dell 24" Monitor- Equipment	\$ 1,842.75	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 1,842.75	\$ 0.00
17	16 - Electrical	Dell- (13) Slim Soundbar SB521A- Equipment	\$ 1,731.53	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 1,731.53	\$ 0.00
18	16 - Electrical	Dell- (7) Dell 27 Monitor- Equipment	\$ 1,436.61	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 1,436.61	\$ 0.00
19	16 - Electrical	Dell- (6) Samsung The Frame 75" TV- Equipment	\$ 13,475.64	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 13,475.64	\$ 0.00
20	16 - Electrical	Dell- (1) Samsung The Frame 85" TV- Equipment	\$ 3,219.18	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 3,219.18	\$ 0.00
21	16 - Electrical	Dell- (5) Logitech TV Mount XL- Equipment	\$ 578.60	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 578.60	\$ 0.00
22	16 - Electrical	Dell- (5) Logitech Tap Control Screen- Version 2- Equipment	\$ 4,446.90	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 4,446.90	\$ 0.00
23	16 - Electrical	Dell- (5) Logitech Rally Bar- Equipment	\$ 17,800.95	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 17,800.95	\$ 0.00
24	16 - Electrical	(15) Chief Wall Mounts XL- Equipment	\$ 3,525.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 3,525.00	\$ 0.00
25	16 - Electrical	Verkada- (4) Bullet Series CB62-E Camera- Equipment	\$ 5,756.80	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 5,756.80	\$ 0.00
26	16 - Electrical	Verkada- (4) Camera Junction Box- Equipment	\$ 284.80	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 284.80	\$ 0.00
27	16 - Electrical	Verkada- (1) Network Surveillance Camera- Fisheye- Equipment	\$ 1,599.20	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 1,599.20	\$ 0.00
28	16 - Electrical	Verkada- (1) Camera Dome Angle Mount- Equipment	\$ 100.69	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 100.69	\$ 0.00
29	16 - Electrical	Verkada- (16) CD62 Network Surveillance Camera- Dome- Equipment	\$ 19,187.20	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 19,187.20	\$ 0.00
30	16 - Electrical	Verkada- (16) Wall Mount- Equipment	\$ 2,547.20	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 2,547.20	\$ 0.00
31	16 - Electrical	(20)- 1 Year Camera License- Subscription	\$ 3,184.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 3,184.00	\$ 0.00





Continuation Sheet

ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
				32	16 - Electrical					
33	16 - Electrical	JSI- CAT6 Cable- Material	\$ 50,526.32	\$ 0.00	\$ 50,526.32	\$ 0.00	\$ 50,526.32	100.00%	\$ 0.00	\$ 2,526.32
34	16 - Electrical	JSI- CAT6 Cable- Labor	\$ 16,842.11	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 16,842.11	\$ 0.00
35	16 - Electrical	JSI- Devices- Jacks, Faceplates, RJ-45, etc.- Material	\$ 6,789.47	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 6,789.47	\$ 0.00
36	16 - Electrical	JSI- Devices- Labor	\$ 3,684.21	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 3,684.21	\$ 0.00
37	16 - Electrical	JSI- Racks & Panels- Material	\$ 6,421.05	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 6,421.05	\$ 0.00
38	16 - Electrical	JSI- Racks & Panels- Labor	\$ 6,315.79	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 6,315.79	\$ 0.00
39	16 - Electrical	JSI- Raceway- J Hooks, D Rings, etc.- Material	\$ 631.58	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 631.58	\$ 0.00
40	16 - Electrical	JSI- Raceway- J Hooks, D Rings, etc.- Labor	\$ 526.32	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 526.32	\$ 0.00
41	16 - Electrical	JSI- Misc Consumables- Sealant, Tape, Labels, Ties, etc.- Material	\$ 3,211.58	\$ 0.00	\$ 3,211.58	\$ 0.00	\$ 3,211.58	100.00%	\$ 0.00	\$ 160.58
42	16 - Electrical	JSI- Mount WAPs & Cameras- Labor	\$ 3,157.89	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 3,157.89	\$ 0.00
43	16 - Electrical	JSI- Testing & Labeling- Certification	\$ 1,894.74	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 1,894.74	\$ 0.00
44	16 - Electrical	JSI- Travel, Fuel, Lodging	\$ 8,421.05	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 8,421.05	\$ 0.00
45	16 - Electrical	JSI- Project Management	\$ 3,744.21	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 3,744.21	\$ 0.00
46	16 - Electrical	Academic Technologies- Training Room Cabling Labor	\$ 1,263.15	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 1,263.15	\$ 0.00
47	16 - Electrical	Academic Technologies- Training Room Installation and Programming	\$ 2,684.20	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 2,684.20	\$ 0.00
48	16 - Electrical	Academic Technologies-	\$ 11,842.12	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 11,842.12	\$ 0.00



Continuation Sheet

A ITEM NO.	B COST CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
				D + E FROM PREVIOUS APPLICATION	THIS PERIOD					
49	16 - Electrical	Training Room Equipment Academic Technologies- Rack Room Cabling Labor	\$ 2,484.20	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 2,484.20	\$ 0.00
50	16 - Electrical	Academic Technologies- Rack Room Installation and Programming	\$ 5,278.94	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 5,278.94	\$ 0.00
51	16 - Electrical	Academic Technologies- Rack Room Equipment	\$ 23,289.49	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 23,289.49	\$ 0.00
52	16 - Electrical	Academic Technologies- Bridging/Patrol/Gym Install	\$ 5,263.16	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 5,263.16	\$ 0.00
53	16 - Electrical	Academic Technologies- Dispatch/Conference Rooms Install	\$ 5,263.16	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 5,263.16	\$ 0.00
54	16 - Electrical	Academic Technologies- Conference 143/Play Room 186 Install	\$ 3,157.89	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 3,157.89	\$ 0.00
55	16 - Electrical	Academic Technologies- Lobby Install	\$ 1,052.63	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 1,052.63	\$ 0.00
56	16 - Electrical	Bonds	\$ 15,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 15,000.00	\$ 0.00
57	16 - Electrical	Latent Conditions Allowance	\$ 5,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 5,000.00	\$ 0.00
58	16 - Electrical	MPC- Equipment and Subscription	\$ 25,261.78	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 25,261.78	\$ 0.00
59	16 - Electrical	MPC- Construction Cost	\$ 7,168.80	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 7,168.80	\$ 0.00
<b>TOTALS:</b>			<b>\$ 959,000.00</b>	<b>\$ 0.00</b>	<b>\$ 359,637.90</b>	<b>\$ 0.00</b>	<b>\$ 359,637.90</b>	<b>37.50%</b>	<b>\$ 599,362.10</b>	<b>\$ 2,686.90</b>

Grand Totals



Continuation Sheet

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	<b>GRAND TOTALS:</b>	\$ 959,000.00	\$ 0.00	\$ 359,637.90	\$ 0.00	\$ 359,637.90	37.50%	\$ 599,362.10	\$ 2,686.90

Account	Account Description	2025 Level 1
Fund 001 - General Fund		
<b>REVENUE</b>		
Department 000 - REVENUE		
<i>Taxes</i>		
200	AD VALOREM TAX	12,965,152.00
202	PARK COMM TAX LEVY	1,059,408.00
205	OVER 65 TAX REIMB	190,000.00
206	IN LIEU OF TAXES	429,000.00
210	PENALTIES & INTEREST	150,000.00
211	UTILITY TAX	21,175.00
	<i>Taxes Totals</i>	<b>\$14,814,735.00</b>
<i>Licenses and Permits</i>		
218	PLANNING DEPT. INCOME	225,000.00
220	PRIVILEGE LICENSE	95,000.00
221	FRANCHISE CHARGES	938,000.00
222	BLDG & ZONING	975,000.00
223	KEG PERMITS	200.00
224	TAXI PERMITS	500.00
225	SPECIAL EVENT PERMITS	7,000.00
	<i>Licenses and Permits Totals</i>	<b>\$2,240,700.00</b>
<i>Intergovernmental Revenues</i>		
250	MUNICIPAL AID	38,000.00
259	SALES TAX-RENTAL CAR SETTLEMEN	40,000.00
260	SALES TAX - REVENUE	14,000,000.00
261	ABC LICENSES	205,000.00
262	FIRE PROTECTION	164,205.00
263	STATE OF MS PMTS	25,000.00
265	FEMA REIMBURSEMENTS RECEIVED	50,000.00
269	UNIV OF MS - OFD CAPITAL CONT	75,000.00
270	U OF MS REIMB.-FOOTBALL	100,000.00
271	COUNTY AD VALOREM TAX	1,678,617.00
272	UNIV OF MISS FIRE PROTE	1,595,000.00
275	BAPTIST HOSPITAL ROW	3,039.00
277	E JACKSON AVE LEASE REVENUE	50,000.00
280	SRO REIMBURSEMENT FROM OMSSD	460,000.00
295	U OF MS RIFLE RANGE PAYMENT	61,000.00
	<i>Intergovernmental Revenues Totals</i>	<b>\$18,544,861.00</b>
<i>Governmental Services</i>		
300	DAMAGES ON REDEMPTIONS	90,000.00
302	PUBLIC RECORDS REQUESTS FEES	1,000.00
305	INCOME FROM POLICE DEPT FEES	60,000.00

Account	Account Description	2025 Level 1
Fund <b>001 - General Fund</b>		
<b>REVENUE</b>		
Department <b>000 - REVENUE</b>		
<i>Governmental Services</i>		
310	INCOME FROM ANIMAL RESOURCE CENTER-ADOPTIONS	30,000.00
311	INCOME FROM SWIM POOL	25,000.00
319	INCOME FROM POLICE DEPT TRAINING CLASSES	2,500.00
320	SCHOOL COLLECTIONS	65,000.00
<i>Governmental Services Totals</i>		<b>\$273,500.00</b>
<i>Fines and Forfeits</i>		
330	COURT FINES/FORFEITS	550,000.00
338	PROBATION FEES	25,000.00
<i>Fines and Forfeits Totals</i>		<b>\$575,000.00</b>
<i>Miscellaneous</i>		
340	MISCELLANEOUS	250,000.00
341	INTEREST EARNED	1,581,000.00
344	MTRADE PARK SPONSORSHIPS	150,000.00
345	MTRADE PARK CONCESSIONS	875,000.00
348	MTRADE PARK GATE REVENUE	100,000.00
349	MTRADE PARK RENTAL INCOME	40,000.00
354	MTRADE PARK DUGOUT INCOME	25,000.00
<i>Miscellaneous Totals</i>		<b>\$3,021,000.00</b>
<i>Interfund Transfers</i>		
381	TRANSFER-CEMETERY T/A	20,000.00
382	TRANSFER WAT/SEW-GEN	1,000,000.00
384	TRANSFER-REIMB ELEC	32,175.00
385	TRANSFER IN-2% FB-OPD Downtown Expenses	500,000.00
386	TAX EQUIVALENT-E/D	1,165,000.00
388	TRANSFER-BAPTIST PROCEEDS	1,168,000.00
391	TRANSFER-PARKING REV. REIMB.	235,048.00
395	TRANSFERS-T & A FUNDS	1,361,892.00
906	TRANSFER FROM OPC ACTIVITY FUND	283,000.00
<i>Interfund Transfers Totals</i>		<b>\$5,765,115.00</b>
Department <b>000 - REVENUE Totals</b>		<b>\$45,234,911.00</b>
<b>REVENUE TOTALS</b>		<b>\$45,234,911.00</b>

Account	Account Description	2025 Level 1
Fund	<b>001 - General Fund</b>	
<b>EXPENSE</b>		
Department <b>001 - LEGISLATIVE</b>		
<i>Personal Services</i>		
410	SALARIES ADM	133,385.00
460	RETIREMENT	23,876.00
470	FICA	10,204.00
480	HEALTH & LIFE INS.	43,400.00
<i>Personal Services Totals</i>		<u>\$210,865.00</u>
<i>Supplies</i>		
585	DUES REG FEES SUBSCRIPTIONS	1,500.00
<i>Supplies Totals</i>		<u>\$1,500.00</u>
<i>Other Services and Charges</i>		
605	COMMUNICATIONS	7,000.00
610	TRAVEL	12,000.00
<i>Other Services and Charges Totals</i>		<u>\$19,000.00</u>
Department <b>001 - LEGISLATIVE Totals</b>		<u>\$231,365.00</u>

Account	Account Description	2025 Level 1
Fund	<b>001 - General Fund</b>	
<b>EXPENSE</b>		
Department <b>010 - JUDICIAL</b>		
<i>Personal Services</i>		
410	SALARIES ADM	85,000.00
420	SALARIES NON ADM	373,119.00
450	OVERTIME	7,000.00
460	RETIREMENT	83,256.00
470	FICA	35,581.00
480	HEALTH & LIFE INS.	55,800.00
<i>Personal Services Totals</i>		<b>\$639,756.00</b>
<i>Supplies</i>		
555	OPERATING SUPPLIES	20,000.00
575	OTHER MAINT REPAIR	5,000.00
580	SERVICE MAINT CONTRACTS	25,000.00
585	DUES REG FEES SUBSCRIPTIONS	6,000.00
<i>Supplies Totals</i>		<b>\$56,000.00</b>
<i>Other Services and Charges</i>		
600	PROFESSIONAL SERVICES	90,000.00
605	COMMUNICATIONS	7,000.00
610	TRAVEL	5,000.00
630	UTILITIES	50,000.00
<i>Other Services and Charges Totals</i>		<b>\$152,000.00</b>
Department <b>010 - JUDICIAL Totals</b>		<b>\$847,756.00</b>

Account	Account Description	2025 Level 1
Fund	<b>001 - General Fund</b>	
<b>EXPENSE</b>		
Department <b>020 - EXECUTIVE</b>		
<i>Personal Services</i>		
410	SALARIES ADM	125,000.00
420	SALARIES NON ADM	144,628.00
460	RETIREMENT	48,263.00
470	FICA	20,627.00
480	HEALTH & LIFE INS.	18,600.00
	<i>Personal Services Totals</i>	<u>\$357,118.00</u>
<i>Supplies</i>		
555	OPERATING SUPPLIES	4,500.00
585	DUES REG FEES SUBSCRIPTIONS	2,000.00
	<i>Supplies Totals</i>	<u>\$6,500.00</u>
<i>Other Services and Charges</i>		
610	TRAVEL	13,500.00
645	SUPPORT AND CONTRIBUTIONS	700.00
	<i>Other Services and Charges Totals</i>	<u>\$14,200.00</u>
<i>Capital Outlay</i>		
730	MACHINERY & EQUIP	30,000.00
	<i>Capital Outlay Totals</i>	<u>\$30,000.00</u>
	Department <b>020 - EXECUTIVE Totals</b>	<u>\$407,818.00</u>



Account	Account Description	2025 Level 1
Fund	<b>001 - General Fund</b>	
	EXPENSE	
	Department <b>030 - ELECTIONS</b>	
	<i>Other Services and Charges</i>	
600	PROFESSIONAL SERVICES	35,000.00
	<i>Other Services and Charges Totals</i>	<u>\$35,000.00</u>
	Department <b>030 - ELECTIONS</b> Totals	<u>\$35,000.00</u>

Account	Account Description	2025 Level 1
Fund	<b>001 - General Fund</b>	
<b>EXPENSE</b>		
Department <b>040 - FINANCIAL ADMINISTRATION</b>		
<i>Personal Services</i>		
410	SALARIES ADM	107,120.00
420	SALARIES NON ADM	359,239.00
440	SALARIES HOURLY	15,000.00
460	RETIREMENT	86,739.00
470	FICA	37,070.00
480	HEALTH & LIFE INS.	43,400.00
495	LONGEVITY PAY PLAN	3,214.00
<i>Personal Services Totals</i>		<b>\$651,782.00</b>
<i>Supplies</i>		
555	OPERATING SUPPLIES	18,000.00
580	SERVICE MAINT CONTRACTS	23,000.00
585	DUES REG FEES SUBSCRIPTIONS	92,288.00
<i>Supplies Totals</i>		<b>\$133,288.00</b>
<i>Other Services and Charges</i>		
600	PROFESSIONAL SERVICES	135,000.00
605	COMMUNICATIONS	30,000.00
610	TRAVEL	12,000.00
615	ADVERTISING	14,000.00
645	SUPPORT AND CONTRIBUTIONS	21,600.00
687	BANK SERVICE CHARGES	8,000.00
690	DISBURSEMENTS-MISC	2,000.00
<i>Other Services and Charges Totals</i>		<b>\$222,600.00</b>
<i>Capital Outlay</i>		
720	CAPITAL OUTLAY	75,000.00
730	MACHINERY & EQUIP	10,000.00
<i>Capital Outlay Totals</i>		<b>\$85,000.00</b>
Department <b>040 - FINANCIAL ADMINISTRATION</b>		<b>\$1,092,670.00</b>
Totals		

Account	Account Description	2025 Level 1
Fund	<b>001 - General Fund</b>	
<b>EXPENSE</b>		
Department <b>045 - HUMAN RESOURCES</b>		
<i>Personal Services</i>		
410	SALARIES ADM	125,000.00
420	SALARIES NON ADM	175,853.00
460	RETIREMENT	53,853.00
470	FICA	23,015.00
480	HEALTH & LIFE INS.	24,800.00
	<i>Personal Services Totals</i>	<b>\$402,521.00</b>
<i>Supplies</i>		
500	OFFICE SUPPLIES	2,800.00
555	OPERATING SUPPLIES	6,600.00
580	SERVICE MAINT CONTRACTS	25,000.00
585	DUES REG FEES SUBSCRIPTIONS	1,300.00
	<i>Supplies Totals</i>	<b>\$35,700.00</b>
<i>Other Services and Charges</i>		
600	PROFESSIONAL SERVICES	95,000.00
601	TRAINING	22,000.00
610	TRAVEL	5,000.00
615	ADVERTISING	1,000.00
	<i>Other Services and Charges Totals</i>	<b>\$123,000.00</b>
<i>Capital Outlay</i>		
730	MACHINERY & EQUIP	10,000.00
	<i>Capital Outlay Totals</i>	<b>\$10,000.00</b>
	Department <b>045 - HUMAN RESOURCES Totals</b>	<b>\$571,221.00</b>

Account	Account Description	2025 Level 1
Fund	<b>001 - General Fund</b>	
	EXPENSE	
	Department <b>060 - LAW</b>	
	<i>Other Services and Charges</i>	
600	PROFESSIONAL SERVICES	400,000.00
	<i>Other Services and Charges Totals</i>	<u>\$400,000.00</u>
	Department <b>060 - LAW Totals</b>	<u>\$400,000.00</u>

Account	Account Description	2025 Level 1
Fund	<b>001 - General Fund</b>	
<b>EXPENSE</b>		
Department <b>092 - BUILDING &amp; GROUNDS</b>		
<i>Personal Services</i>		
410	SALARIES ADM	91,052.00
420	SALARIES NON ADM	1,080,150.00
450	OVERTIME	70,000.00
460	RETIREMENT	222,875.00
470	FICA	95,251.00
480	HEALTH & LIFE INS.	167,400.00
495	LONGEVITY PAY PLAN	3,911.00
<i>Personal Services Totals</i>		<b>\$1,730,639.00</b>
<i>Supplies</i>		
525	FUEL OIL LUBRICANTS	60,000.00
535	CLOTHING	20,000.00
545	HOUSEHOLD & INST SUPP	26,000.00
555	OPERATING SUPPLIES	65,000.00
570	MOTOR VEHICLE MAINT	3,000.00
575	OTHER MAINT REPAIR	271,400.00
580	SERVICE MAINT CONTRACTS	179,260.00
<i>Supplies Totals</i>		<b>\$624,660.00</b>
<i>Other Services and Charges</i>		
605	COMMUNICATIONS	1,600.00
610	TRAVEL	3,500.00
630	UTILITIES	10,700.00
640	RENTALS	2,880.00
<i>Other Services and Charges Totals</i>		<b>\$18,680.00</b>
<i>Capital Outlay</i>		
730	MACHINERY & EQUIP	169,000.00
740	VEHICLES	110,000.00
<i>Capital Outlay Totals</i>		<b>\$279,000.00</b>
Department <b>092 - BUILDING &amp; GROUNDS Totals</b>		<b>\$2,652,979.00</b>

Account	Account Description	2025 Level 1
Fund	<b>001 - General Fund</b>	
<b>EXPENSE</b>		
Department <b>093 - GENERAL GOVERNMENT</b>		
<i>Personal Services</i>		
410	SALARIES ADM	357,856.00
420	SALARIES NON ADM	526,220.00
450	OVERTIME	3,000.00
460	RETIREMENT	160,478.00
470	FICA	68,584.00
480	HEALTH & LIFE INS.	92,400.00
491	WORKMANS COMP	443,422.00
495	LONGEVITY PAY PLAN	9,449.00
<i>Personal Services Totals</i>		<b>\$1,661,409.00</b>
<i>Supplies</i>		
500	OFFICE SUPPLIES	4,500.00
525	FUEL OIL LUBRICANTS	2,500.00
535	CLOTHING	800.00
555	OPERATING SUPPLIES	8,500.00
575	OTHER MAINT REPAIR	10,500.00
585	DUES REG FEES SUBSCRIPTIONS	161,500.00
<i>Supplies Totals</i>		<b>\$188,300.00</b>
<i>Other Services and Charges</i>		
600	PROFESSIONAL SERVICES	85,000.00
603	MED PROFESSIONAL SVCS	10,000.00
605	COMMUNICATIONS	281,900.00
610	TRAVEL	25,000.00
615	ADVERTISING	1,000.00
625	INSURANCE	425,000.00
630	UTILITIES	140,000.00
645	SUPPORT AND CONTRIBUTIONS	625,000.00
690	DISBURSEMENTS-MISC	37,500.00
<i>Other Services and Charges Totals</i>		<b>\$1,630,400.00</b>
<i>Capital Outlay</i>		
720	CAPITAL OUTLAY	50,000.00
730	MACHINERY & EQUIP	16,800.00
<i>Capital Outlay Totals</i>		<b>\$66,800.00</b>
Department <b>093 - GENERAL GOVERNMENT Totals</b>		<b>\$3,546,909.00</b>

Account	Account Description	2025 Level 1
Fund	<b>001 - General Fund</b>	
<b>EXPENSE</b>		
Department <b>094 - COMMUNITY PROMOTIONS</b>		
<i>Supplies</i>		
585	DUES REG FEES SUBSCRIPTIONS	75,000.00
	<i>Supplies Totals</i>	<b>\$75,000.00</b>
<i>Other Services and Charges</i>		
650	PROMOTIONS	120,500.00
660	OSD - CHILDHOOD LITERACY	25,000.00
661	CHAMBER OF COMM. - FIREWORKS	10,000.00
662	LAF. CO. SOIL AND WATER CONS. DIST.	15,000.00
663	BOYS & GIRLS CLUB	25,000.00
664	FAMILY CRISIS SERVICES	25,000.00
665	JUNETEENTH	4,000.00
667	HERITAGE FOUNDATION	11,700.00
668	INTERFAITH COMPASSION MINISTRY	15,000.00
669	LAFAYETTE COUNTY CASA	25,400.00
670	OXFORD COMMUNITY MARKET	5,000.00
672	OXFORD-LAFAYETTE COUNTY LIBRARY	393,151.00
	<i>Other Services and Charges Totals</i>	<b>\$674,751.00</b>
Department <b>094 - COMMUNITY PROMOTIONS Totals</b>		<b>\$749,751.00</b>

Account	Account Description	2025 Level 1
Fund 001	<b>General Fund</b>	
<b>EXPENSE</b>		
Department 100 - POLICE DEPARTMENT		
<i>Personal Services</i>		
410	SALARIES ADM	125,000.00
420	SALARIES NON ADM	6,504,369.00
425	POLICE DEPT OVERTIME	550,000.00
440	SALARIES HOURLY	40,000.00
460	RETIREMENT	1,305,960.00
470	FICA	561,194.00
480	HEALTH & LIFE INS.	694,400.00
495	LONGEVITY PAY PLAN	10,500.00
<i>Personal Services Totals</i>		<b>\$9,791,423.00</b>
<i>Supplies</i>		
520	PRISONER CARE	300,000.00
525	FUEL OIL LUBRICANTS	260,000.00
535	CLOTHING	101,489.00
555	OPERATING SUPPLIES	67,000.00
558	OPD MOUNTED PATROL SUPPLIES	35,800.00
559	OPD K-9 SUPPLIES	26,160.00
575	OTHER MAINT REPAIR	70,000.00
580	SERVICE MAINT CONTRACTS	26,560.00
<i>Supplies Totals</i>		<b>\$887,009.00</b>
<i>Other Services and Charges</i>		
600	PROFESSIONAL SERVICES	58,107.00
601	TRAINING	182,000.00
605	COMMUNICATIONS	81,930.00
610	TRAVEL	21,500.00
615	ADVERTISING	2,000.00
625	INSURANCE	18,000.00
630	UTILITIES	75,000.00
640	RENTALS	448,757.00
645	SUPPORT AND CONTRIBUTIONS	4,150.00
690	DISBURSEMENTS-MISC	2,000.00
691	INFORMATION & BUY MON	500.00
692	ID BUREAU	34,800.00
699	MATCH GRANT-ANTI DRUG	175,000.00
<i>Other Services and Charges Totals</i>		<b>\$1,103,744.00</b>



Account	Account Description	2025 Level 1
Fund	<b>001 - General Fund</b>	
	EXPENSE	
	Department <b>100 - POLICE DEPARTMENT</b>	
	Capital Outlay	
730	MACHINERY & EQUIP	550,071.00
740	VEHICLES	234,000.00
	<i>Capital Outlay Totals</i>	<b>\$784,071.00</b>
	Department <b>100 - POLICE DEPARTMENT</b> Totals	<b>\$12,566,247.00</b>

Account	Account Description	2025 Level 1
Fund	<b>001 - General Fund</b>	
<b>EXPENSE</b>		
Department <b>160 - FIRE DEPARTMENT</b>		
<i>Personal Services</i>		
410	SALARIES ADM	104,490.00
420	SALARIES NON ADM	4,775,926.00
440	SALARIES HOURLY	20,000.00
450	OVERTIME	225,152.00
460	RETIREMENT	916,789.00
470	FICA	393,342.00
480	HEALTH & LIFE INS.	483,600.00
495	LONGEVITY PAY PLAN	16,160.00
<i>Personal Services Totals</i>		<b>\$6,935,459.00</b>
<i>Supplies</i>		
500	OFFICE SUPPLIES	4,400.00
525	FUEL OIL LUBRICANTS	65,000.00
535	CLOTHING	98,723.00
555	OPERATING SUPPLIES	47,560.00
556	EMS SUPPLIES	50,600.00
570	MOTOR VEHICLE MAINT	15,000.00
575	OTHER MAINT REPAIR	18,000.00
580	SERVICE MAINT CONTRACTS	28,000.00
585	DUES REG FEES SUBSCRIPTIONS	5,000.00
<i>Supplies Totals</i>		<b>\$332,283.00</b>
<i>Other Services and Charges</i>		
601	TRAINING	72,190.00
605	COMMUNICATIONS	6,500.00
610	TRAVEL	15,000.00
630	UTILITIES	66,600.00
645	SUPPORT AND CONTRIBUTIONS	10,000.00
690	DISBURSEMENTS-MISC	3,500.00
<i>Other Services and Charges Totals</i>		<b>\$173,790.00</b>
<i>Capital Outlay</i>		
730	MACHINERY & EQUIP	46,072.00
740	VEHICLES	980,000.00
<i>Capital Outlay Totals</i>		<b>\$1,026,072.00</b>
<i>Debt Service</i>		
850	DEBT RETIREMENT	235,000.00
<i>Debt Service Totals</i>		<b>\$235,000.00</b>
Department <b>160 - FIRE DEPARTMENT Totals</b>		<b>\$8,702,604.00</b>

Account	Account Description	2025 Level 1
Fund	<b>001 - General Fund</b>	
<b>EXPENSE</b>		
Department <b>190 - EMERGENCY MANAGEMENT</b>		
<i>Personal Services</i>		
410	SALARIES ADM	91,052.00
420	SALARIES NON ADM	15,000.00
460	RETIREMENT	18,983.00
470	FICA	8,113.00
480	HEALTH & LIFE INS.	6,200.00
	<i>Personal Services Totals</i>	<b>\$139,348.00</b>
<i>Supplies</i>		
500	OFFICE SUPPLIES	2,000.00
525	FUEL OIL LUBRICANTS	4,000.00
535	CLOTHING	500.00
555	OPERATING SUPPLIES	11,000.00
575	OTHER MAINT REPAIR	5,000.00
580	SERVICE MAINT CONTRACTS	10,000.00
	<i>Supplies Totals</i>	<b>\$32,500.00</b>
<i>Other Services and Charges</i>		
600	PROFESSIONAL SERVICES	15,500.00
601	TRAINING	2,000.00
605	COMMUNICATIONS	5,000.00
606	COMM RADIOS	800.00
610	TRAVEL	2,000.00
630	UTILITIES	15,000.00
645	SUPPORT AND CONTRIBUTIONS	10,000.00
690	DISBURSEMENTS-MISC	3,000.00
	<i>Other Services and Charges Totals</i>	<b>\$53,300.00</b>
<i>Capital Outlay</i>		
730	MACHINERY & EQUIP	78,187.00
	<i>Capital Outlay Totals</i>	<b>\$78,187.00</b>
Department <b>190 - EMERGENCY MANAGEMENT Totals</b>		<b>\$303,335.00</b>

Account	Account Description	2025 Level 1
Fund	<b>001 - General Fund</b>	
<b>EXPENSE</b>		
Department <b>240 - ENV SVCS - RIGHT OF WAY</b>		
<i>Personal Services</i>		
420	SALARIES NON ADM	183,774.00
440	SALARIES HOURLY	125,000.00
450	OVERTIME	5,000.00
460	RETIREMENT	34,417.00
470	FICA	24,275.00
480	HEALTH & LIFE INS.	24,800.00
495	LONGEVITY PAY PLAN	3,501.00
	<i>Personal Services Totals</i>	<b>\$400,767.00</b>
<i>Supplies</i>		
525	FUEL OIL LUBRICANTS	10,000.00
535	CLOTHING	3,500.00
555	OPERATING SUPPLIES	3,000.00
575	OTHER MAINT REPAIR	5,000.00
	<i>Supplies Totals</i>	<b>\$21,500.00</b>
<i>Other Services and Charges</i>		
600	PROFESSIONAL SERVICES	250,000.00
	<i>Other Services and Charges Totals</i>	<b>\$250,000.00</b>
<i>Capital Outlay</i>		
730	MACHINERY & EQUIP	25,000.00
	<i>Capital Outlay Totals</i>	<b>\$25,000.00</b>
Department <b>240 - ENV SVCS - RIGHT OF WAY Totals</b>		<b>\$697,267.00</b>

Account	Account Description	2025 Level 1
Fund	<b>001 - General Fund</b>	
<b>EXPENSE</b>		
Department <b>241 - ENV SVCS - CEMETERY</b>		
<i>Personal Services</i>		
420	SALARIES NON ADM	57,351.00
450	OVERTIME	500.00
460	RETIREMENT	10,663.00
470	FICA	4,557.00
480	HEALTH & LIFE INS.	6,200.00
495	LONGEVITY PAY PLAN	1,721.00
<i>Personal Services Totals</i>		<b>\$80,992.00</b>
<i>Supplies</i>		
525	FUEL OIL LUBRICANTS	5,000.00
535	CLOTHING	1,000.00
555	OPERATING SUPPLIES	3,000.00
575	OTHER MAINT REPAIR	13,500.00
<i>Supplies Totals</i>		<b>\$22,500.00</b>
<i>Other Services and Charges</i>		
630	UTILITIES	3,500.00
<i>Other Services and Charges Totals</i>		<b>\$3,500.00</b>
Department <b>241 - ENV SVCS - CEMETERY</b> Totals		<b>\$106,992.00</b>

Account	Account Description	2025 Level 1
Fund	<b>001 - General Fund</b>	
<b>EXPENSE</b>		
Department <b>300 - PARKS &amp; RECREATION</b>		
<i>Personal Services</i>		
410	SALARIES ADM	88,220.00
420	SALARIES NON ADM	627,024.00
440	SALARIES HOURLY	220,000.00
450	OVERTIME	5,000.00
460	RETIREMENT	129,234.00
470	FICA	72,061.00
480	HEALTH & LIFE INS.	86,800.00
495	LONGEVITY PAY PLAN	1,736.00
<i>Personal Services Totals</i>		<b>\$1,230,075.00</b>
<i>Supplies</i>		
500	OFFICE SUPPLIES	7,000.00
525	FUEL OIL LUBRICANTS	7,000.00
535	CLOTHING	6,500.00
540	CLEANING & SANT. SUPP	25,000.00
545	HOUSEHOLD & INST SUPP	100.00
555	OPERATING SUPPLIES	1,000.00
575	OTHER MAINT REPAIR	75,000.00
585	DUES REG FEES SUBSCRIPTIONS	8,000.00
<i>Supplies Totals</i>		<b>\$129,600.00</b>
<i>Other Services and Charges</i>		
600	PROFESSIONAL SERVICES	70,000.00
605	COMMUNICATIONS	10,000.00
610	TRAVEL	12,000.00
615	ADVERTISING	10,400.00
620	PRINTING & BINDING	3,000.00
625	INSURANCE	3,000.00
630	UTILITIES	220,000.00
640	RENTALS	2,000.00
645	SUPPORT AND CONTRIBUTIONS	15,000.00
690	DISBURSEMENTS-MISC	1,000.00
<i>Other Services and Charges Totals</i>		<b>\$346,400.00</b>
<i>Capital Outlay</i>		
720	CAPITAL OUTLAY	500,000.00
730	MACHINERY & EQUIP	17,500.00
740	VEHICLES	32,000.00
<i>Capital Outlay Totals</i>		<b>\$549,500.00</b>
Department <b>300 - PARKS &amp; RECREATION Totals</b>		<b>\$2,255,575.00</b>

Account	Account Description	2025 Level 1
Fund	<b>001 - General Fund</b>	
<b>EXPENSE</b>		
Department <b>301 - PARKS &amp; RECREATION POOL</b>		
<i>Personal Services</i>		
440	SALARIES HOURLY	60,000.00
470	FICA	4,590.00
	<i>Personal Services Totals</i>	<b>\$64,590.00</b>
<i>Supplies</i>		
535	CLOTHING	1,200.00
550	CONCESSIONS	8,000.00
555	OPERATING SUPPLIES	50,000.00
575	OTHER MAINT REPAIR	20,000.00
	<i>Supplies Totals</i>	<b>\$79,200.00</b>
<i>Other Services and Charges</i>		
610	TRAVEL	2,500.00
630	UTILITIES	22,000.00
	<i>Other Services and Charges Totals</i>	<b>\$24,500.00</b>
<i>Capital Outlay</i>		
730	MACHINERY & EQUIP	144,000.00
	<i>Capital Outlay Totals</i>	<b>\$144,000.00</b>
Department <b>301 - PARKS &amp; RECREATION POOL</b> Totals		<b>\$312,290.00</b>

Account	Account Description	2025 Level 1
Fund	<b>001 - General Fund</b>	
<b>EXPENSE</b>		
Department <b>302 - STRONGER TOGETHER OXFORD</b>		
<i>Personal Services</i>		
410	SALARIES ADM	60,000.00
420	SALARIES NON ADM	42,500.00
440	SALARIES HOURLY	18,720.00
460	RETIREMENT	18,348.00
470	FICA	9,273.00
480	HEALTH & LIFE INS.	12,400.00
<i>Personal Services Totals</i>		<b>\$161,241.00</b>
<i>Supplies</i>		
525	FUEL OIL LUBRICANTS	700.00
535	CLOTHING	3,000.00
555	OPERATING SUPPLIES	10,500.00
585	DUES REG FEES SUBSCRIPTIONS	6,000.00
<i>Supplies Totals</i>		<b>\$20,200.00</b>
<i>Other Services and Charges</i>		
605	COMMUNICATIONS	4,900.00
610	TRAVEL	5,000.00
615	ADVERTISING	3,000.00
625	INSURANCE	1,700.00
630	UTILITIES	2,400.00
640	RENTALS	24,000.00
690	DISBURSEMENTS-MISC	4,000.00
<i>Other Services and Charges Totals</i>		<b>\$45,000.00</b>
<i>Capital Outlay</i>		
730	MACHINERY & EQUIP	2,500.00
<i>Capital Outlay Totals</i>		<b>\$2,500.00</b>
Department <b>302 - STRONGER TOGETHER OXFORD</b>		<b>\$228,941.00</b>
Totals		



Account	Account Description	2025 Level 1
Fund	<b>001 - General Fund</b>	
<b>EXPENSE</b>		
Department <b>305 - MTRADE PARK</b>		
<i>Personal Services</i>		
410	SALARIES ADM	91,052.00
420	SALARIES NON ADM	499,723.00
440	SALARIES HOURLY	125,000.00
450	OVERTIME	17,500.00
460	RETIREMENT	108,881.00
470	FICA	56,096.00
480	HEALTH & LIFE INS.	68,200.00
<i>Personal Services Totals</i>		<b>\$966,452.00</b>
<i>Supplies</i>		
500	OFFICE SUPPLIES	8,500.00
525	FUEL OIL LUBRICANTS	15,000.00
535	CLOTHING	3,900.00
540	CLEANING & SANT. SUPP	35,000.00
550	CONCESSIONS	425,000.00
551	COST OF GOODS SOLD	20,000.00
555	OPERATING SUPPLIES	20,000.00
575	OTHER MAINT REPAIR	285,000.00
<i>Supplies Totals</i>		<b>\$812,400.00</b>
<i>Other Services and Charges</i>		
600	PROFESSIONAL SERVICES	85,500.00
602	TOURNAMENT EXPENSES	147,000.00
610	TRAVEL	4,000.00
615	ADVERTISING	7,500.00
620	PRINTING & BINDING	9,500.00
630	UTILITIES	120,000.00
686	SALES TAX PAYMENTS	35,000.00
687	BANK SERVICE CHARGES	3,500.00
<i>Other Services and Charges Totals</i>		<b>\$412,000.00</b>
<i>Capital Outlay</i>		
720	CAPITAL OUTLAY	683,000.00
730	MACHINERY & EQUIP	112,604.00
<i>Capital Outlay Totals</i>		<b>\$795,604.00</b>
Department <b>305 - MTRADE PARK Totals</b>		<b>\$2,986,456.00</b>

Account	Account Description	2025 Level 1
Fund	<b>001 - General Fund</b>	
<b>EXPENSE</b>		
Department <b>500 - CITY GARAGE</b>		
<i>Personal Services</i>		
410	SALARIES ADM	91,052.00
420	SALARIES NON ADM	371,142.00
440	SALARIES HOURLY	6,000.00
450	OVERTIME	4,000.00
460	RETIREMENT	83,856.00
470	FICA	36,297.00
480	HEALTH & LIFE INS.	49,600.00
495	LONGEVITY PAY PLAN	2,276.00
<i>Personal Services Totals</i>		<b>\$644,223.00</b>
<i>Supplies</i>		
500	OFFICE SUPPLIES	1,500.00
525	FUEL OIL LUBRICANTS	40,000.00
535	CLOTHING	6,000.00
555	OPERATING SUPPLIES	20,000.00
565	SHOP TOOL REIMBURSEMENT	3,500.00
570	MOTOR VEHICLE MAINT	750,000.00
575	OTHER MAINT REPAIR	30,000.00
585	DUES REG FEES SUBSCRIPTIONS	17,000.00
<i>Supplies Totals</i>		<b>\$868,000.00</b>
<i>Other Services and Charges</i>		
605	COMMUNICATIONS	1,500.00
610	TRAVEL	4,000.00
630	UTILITIES	25,000.00
640	RENTALS	10,000.00
<i>Other Services and Charges Totals</i>		<b>\$40,500.00</b>
<i>Capital Outlay</i>		
720	CAPITAL OUTLAY	30,000.00
730	MACHINERY & EQUIP	18,000.00
<i>Capital Outlay Totals</i>		<b>\$48,000.00</b>
Department <b>500 - CITY GARAGE Totals</b>		<b>\$1,600,723.00</b>

Account	Account Description	2025 Level 1
Fund	<b>001 - General Fund</b>	
<b>EXPENSE</b>		
Department <b>553 - ANIMAL RESOURCE CENTER</b>		
<i>Personal Services</i>		
410	SALARIES ADM	66,950.00
420	SALARIES NON ADM	354,996.00
450	OVERTIME	20,000.00
460	RETIREMENT	79,108.00
470	FICA	33,809.00
480	HEALTH & LIFE INS.	62,000.00
<i>Personal Services Totals</i>		<b>\$616,863.00</b>
<i>Supplies</i>		
500	OFFICE SUPPLIES	5,000.00
525	FUEL OIL LUBRICANTS	6,000.00
535	CLOTHING	9,000.00
555	OPERATING SUPPLIES	65,000.00
557	ARC MEDICAL SUPPLIES	60,000.00
575	OTHER MAINT REPAIR	15,000.00
585	DUES REG FEES SUBSCRIPTIONS	4,000.00
<i>Supplies Totals</i>		<b>\$164,000.00</b>
<i>Other Services and Charges</i>		
600	PROFESSIONAL SERVICES	25,000.00
603	MED PROFESSIONAL SVCS	75,000.00
605	COMMUNICATIONS	2,000.00
610	TRAVEL	8,000.00
611	TRANSPORT	14,000.00
615	ADVERTISING	11,000.00
630	UTILITIES	24,000.00
687	BANK SERVICE CHARGES	1,300.00
690	DISBURSEMENTS-MISC	1,000.00
<i>Other Services and Charges Totals</i>		<b>\$161,300.00</b>
<i>Capital Outlay</i>		
720	CAPITAL OUTLAY	50,848.00
730	MACHINERY & EQUIP	5,000.00
<i>Capital Outlay Totals</i>		<b>\$55,848.00</b>
Department <b>553 - ANIMAL RESOURCE CENTER Totals</b>		<b>\$998,011.00</b>
<b>EXPENSE TOTALS</b>		<b>\$41,293,910.00</b>
Fund <b>001 - General Fund Totals</b>		
<b>REVENUE TOTALS</b>		<b>\$45,234,911.00</b>
<b>EXPENSE TOTALS</b>		<b>\$41,293,910.00</b>

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Account	Account Description	2025 Level 1
Fund	<b>001 - General Fund</b> Totals	\$3,941,001.00

Account	Account Description	2025 Level 1
Fund	<b>020 - Environmental Services</b>	
	<b>REVENUE</b>	
	Department <b>000 - REVENUE</b>	
	<i>Taxes</i>	
210	PENALTIES & INTEREST	35,000.00
	<i>Taxes Totals</i>	<b>\$35,000.00</b>
	<i>Intergovernmental Revenues</i>	
251	REIMB-TRANSFER STATION	220,000.00
	<i>Intergovernmental Revenues Totals</i>	<b>\$220,000.00</b>
	<i>Governmental Services</i>	
296	SANITATION CHARGE	6,250,000.00
297	WASTE DISPOSAL	50,000.00
315	INCOME FROM RECYCLING	100,000.00
	<i>Governmental Services Totals</i>	<b>\$6,400,000.00</b>
	<i>Miscellaneous</i>	
340	MISCELLANEOUS	255,000.00
	<i>Miscellaneous Totals</i>	<b>\$255,000.00</b>
	Department <b>000 - REVENUE Totals</b>	<b>\$6,910,000.00</b>
	<b>REVENUE TOTALS</b>	<b>\$6,910,000.00</b>

Account	Account Description	2025 Level 1
Fund	<b>020 - Environmental Services</b>	
<b>EXPENSE</b>		
Department <b>220 - ENV SVCS - SANITATION ADMIN</b>		
<i>Personal Services</i>		
410	SALARIES ADM	100,000.00
420	SALARIES NON ADM	285,437.00
440	SALARIES HOURLY	25,000.00
450	OVERTIME	10,000.00
460	RETIREMENT	72,039.00
470	FICA	32,700.00
480	HEALTH & LIFE INS.	37,200.00
495	LONGEVITY PAY PLAN	7,015.00
<i>Personal Services Totals</i>		<b>\$569,391.00</b>
<i>Supplies</i>		
500	OFFICE SUPPLIES	5,500.00
535	CLOTHING	5,000.00
555	OPERATING SUPPLIES	25,000.00
575	OTHER MAINT REPAIR	10,000.00
585	DUES REG FEES SUBSCRIPTIONS	3,500.00
<i>Supplies Totals</i>		<b>\$49,000.00</b>
<i>Other Services and Charges</i>		
600	PROFESSIONAL SERVICES	40,000.00
601	TRAINING	5,000.00
605	COMMUNICATIONS	7,000.00
610	TRAVEL	7,500.00
615	ADVERTISING	35,000.00
630	UTILITIES	15,000.00
640	RENTALS	16,000.00
<i>Other Services and Charges Totals</i>		<b>\$125,500.00</b>
<i>Capital Outlay</i>		
740	VEHICLES	546,000.00
<i>Capital Outlay Totals</i>		<b>\$546,000.00</b>
<i>Debt Service</i>		
850	DEBT RETIREMENT	1,005,528.00
<i>Debt Service Totals</i>		<b>\$1,005,528.00</b>
Department <b>220 - ENV SVCS - SANITATION ADMIN</b>		<b>\$2,295,419.00</b>
Totals		

Account	Account Description	2025 Level 1
Fund	<b>020 - Environmental Services</b>	
<b>EXPENSE</b>		
Department <b>221 - ENV SVCS - STREET CLEANING</b>		
<i>Personal Services</i>		
420	SALARIES NON ADM	53,560.00
450	OVERTIME	20,000.00
460	RETIREMENT	13,167.00
470	FICA	5,627.00
480	HEALTH & LIFE INS.	6,200.00
	<i>Personal Services Totals</i>	<b>\$98,554.00</b>
<i>Supplies</i>		
525	FUEL OIL LUBRICANTS	12,000.00
535	CLOTHING	750.00
	<i>Supplies Totals</i>	<b>\$12,750.00</b>
Department	<b>221 - ENV SVCS - STREET CLEANING</b>	<b>\$111,304.00</b>
	Totals	

Account	Account Description	2025 Level 1
Fund	<b>020 - Environmental Services</b>	
<b>EXPENSE</b>		
Department <b>222 - ENV SVCS - WASTE COLLECTION</b>		
<i>Personal Services</i>		
420	SALARIES NON ADM	706,580.00
440	SALARIES HOURLY	20,000.00
450	OVERTIME	70,000.00
460	RETIREMENT	140,261.00
470	FICA	61,474.00
480	HEALTH & LIFE INS.	93,000.00
495	LONGEVITY PAY PLAN	7,000.00
<i>Personal Services Totals</i>		<b>\$1,098,315.00</b>
<i>Supplies</i>		
525	FUEL OIL LUBRICANTS	160,000.00
535	CLOTHING	15,000.00
555	OPERATING SUPPLIES	35,000.00
570	MOTOR VEHICLE MAINT	20,000.00
575	OTHER MAINT REPAIR	25,000.00
<i>Supplies Totals</i>		<b>\$255,000.00</b>
<i>Other Services and Charges</i>		
600	PROFESSIONAL SERVICES	160,000.00
<i>Other Services and Charges Totals</i>		<b>\$160,000.00</b>
<i>Capital Outlay</i>		
730	MACHINERY & EQUIP	80,000.00
<i>Capital Outlay Totals</i>		<b>\$80,000.00</b>
Department <b>222 - ENV SVCS - WASTE COLLECTION</b>		<b>\$1,593,315.00</b>
Totals		



Account	Account Description	2025 Level 1
Fund	<b>020 - Environmental Services</b>	
<b>EXPENSE</b>		
Department <b>223 - ENV SVCS - TRANSFER STATION</b>		
<i>Personal Services</i>		
420	SALARIES NON ADM	172,502.00
450	OVERTIME	18,500.00
460	RETIREMENT	36,231.00
470	FICA	15,484.00
480	HEALTH & LIFE INS.	24,800.00
495	LONGEVITY PAY PLAN	1,659.00
<i>Personal Services Totals</i>		<b>\$269,176.00</b>
<i>Supplies</i>		
525	FUEL OIL LUBRICANTS	20,000.00
535	CLOTHING	3,500.00
555	OPERATING SUPPLIES	25,000.00
575	OTHER MAINT REPAIR	25,000.00
<i>Supplies Totals</i>		<b>\$73,500.00</b>
<i>Other Services and Charges</i>		
600	PROFESSIONAL SERVICES	1,000,000.00
630	UTILITIES	2,000.00
<i>Other Services and Charges Totals</i>		<b>\$1,002,000.00</b>
<i>Capital Outlay</i>		
730	MACHINERY & EQUIP	295,000.00
<i>Capital Outlay Totals</i>		<b>\$295,000.00</b>
Department <b>223 - ENV SVCS - TRANSFER STATION</b>		<b>\$1,639,676.00</b>
Totals		

Account	Account Description	2025 Level 1
Fund	<b>020 - Environmental Services</b>	
<b>EXPENSE</b>		
Department <b>224 - ENV SVCS - RUBBISH</b>		
<i>Personal Services</i>		
420	SALARIES NON ADM	242,731.00
440	SALARIES HOURLY	40,000.00
450	OVERTIME	7,000.00
460	RETIREMENT	44,702.00
470	FICA	22,164.00
480	HEALTH & LIFE INS.	31,000.00
<i>Personal Services Totals</i>		<b>\$387,597.00</b>
<i>Supplies</i>		
525	FUEL OIL LUBRICANTS	70,000.00
535	CLOTHING	5,000.00
555	OPERATING SUPPLIES	5,000.00
<i>Supplies Totals</i>		<b>\$80,000.00</b>
<i>Other Services and Charges</i>		
600	PROFESSIONAL SERVICES	150,000.00
<i>Other Services and Charges Totals</i>		<b>\$150,000.00</b>
Department <b>224 - ENV SVCS - RUBBISH Totals</b>		<b>\$617,597.00</b>

Account	Account Description	2025 Level 1
Fund	<b>020 - Environmental Services</b>	
<b>EXPENSE</b>		
Department <b>560 - RECYCLING DEPARTMENT</b>		
<i>Personal Services</i>		
420	SALARIES NON ADM	264,331.00
440	SALARIES HOURLY	41,600.00
450	OVERTIME	35,000.00
460	RETIREMENT	53,832.00
470	FICA	26,189.00
480	HEALTH & LIFE INS.	37,200.00
495	LONGEVITY PAY PLAN	1,409.00
<i>Personal Services Totals</i>		<b>\$459,561.00</b>
<i>Supplies</i>		
525	FUEL OIL LUBRICANTS	35,000.00
535	CLOTHING	6,000.00
555	OPERATING SUPPLIES	20,000.00
575	OTHER MAINT REPAIR	10,000.00
<i>Supplies Totals</i>		<b>\$71,000.00</b>
<i>Other Services and Charges</i>		
600	PROFESSIONAL SERVICES	30,000.00
630	UTILITIES	16,000.00
<i>Other Services and Charges Totals</i>		<b>\$46,000.00</b>
Department <b>560 - RECYCLING DEPARTMENT Totals</b>		<b>\$576,561.00</b>
<b>EXPENSE TOTALS</b>		<b>\$6,833,872.00</b>
Fund <b>020 - Environmental Services Totals</b>		
<b>REVENUE TOTALS</b>		<b>\$6,910,000.00</b>
<b>EXPENSE TOTALS</b>		<b>\$6,833,872.00</b>
Fund <b>020 - Environmental Services Totals</b>		<b>\$76,128.00</b>

Account	Account Description	2025 Level 1
Fund 025	<b>Development Services</b>	
<b>EXPENSE</b>		
Department <b>089 - ENGINEERING</b>		
<i>Personal Services</i>		
410	SALARIES ADM	128,750.00
420	SALARIES NON ADM	433,913.00
440	SALARIES HOURLY	21,840.00
450	OVERTIME	5,000.00
460	RETIREMENT	101,957.00
470	FICA	45,244.00
480	HEALTH & LIFE INS.	43,400.00
495	LONGEVITY PAY PLAN	1,927.00
<i>Personal Services Totals</i>		<b>\$782,031.00</b>
<i>Supplies</i>		
500	OFFICE SUPPLIES	5,000.00
525	FUEL OIL LUBRICANTS	3,000.00
535	CLOTHING	2,500.00
555	OPERATING SUPPLIES	15,000.00
575	OTHER MAINT REPAIR	1,000.00
585	DUES REG FEES SUBSCRIPTIONS	5,000.00
<i>Supplies Totals</i>		<b>\$31,500.00</b>
<i>Other Services and Charges</i>		
600	PROFESSIONAL SERVICES	30,000.00
601	TRAINING	2,500.00
605	COMMUNICATIONS	3,400.00
610	TRAVEL	8,000.00
615	ADVERTISING	1,500.00
690	DISBURSEMENTS-MISC	500.00
<i>Other Services and Charges Totals</i>		<b>\$45,900.00</b>
<i>Capital Outlay</i>		
730	MACHINERY & EQUIP	15,000.00
<i>Capital Outlay Totals</i>		<b>\$15,000.00</b>
Department <b>089 - ENGINEERING Totals</b>		<b>\$874,431.00</b>

Account	Account Description	2025 Level 1
Fund 025	<b>Development Services</b>	
<b>EXPENSE</b>		
Department 090 - PLANNING DEPARTMENT		
<i>Personal Services</i>		
410	SALARIES ADM	118,197.00
420	SALARIES NON ADM	224,312.00
440	SALARIES HOURLY	5,000.00
450	OVERTIME	1,500.00
460	RETIREMENT	61,578.00
470	FICA	26,711.00
480	HEALTH & LIFE INS.	31,000.00
<i>Personal Services Totals</i>		<b>\$468,298.00</b>
<i>Supplies</i>		
500	OFFICE SUPPLIES	5,000.00
580	SERVICE MAINT CONTRACTS	90,000.00
585	DUES REG FEES SUBSCRIPTIONS	6,000.00
<i>Supplies Totals</i>		<b>\$101,000.00</b>
<i>Other Services and Charges</i>		
600	PROFESSIONAL SERVICES	100,000.00
601	TRAINING	15,500.00
605	COMMUNICATIONS	4,000.00
610	TRAVEL	10,000.00
615	ADVERTISING	3,000.00
690	DISBURSEMENTS-MISC	3,000.00
695	PLANNING COMMISSION MEETINGS	10,000.00
<i>Other Services and Charges Totals</i>		<b>\$145,500.00</b>
<i>Capital Outlay</i>		
730	MACHINERY & EQUIP	5,000.00
<i>Capital Outlay Totals</i>		<b>\$5,000.00</b>
Department 090 - PLANNING DEPARTMENT Totals		<b>\$719,798.00</b>

Account	Account Description	2025 Level 1
Fund	<b>025 - Development Services</b>	
<b>EXPENSE</b>		
Department <b>091 - BUILDING DEPARTMENT</b>		
<i>Personal Services</i>		
410	SALARIES ADM	85,000.00
420	SALARIES NON ADM	260,536.00
450	OVERTIME	500.00
460	RETIREMENT	61,940.00
470	FICA	26,472.00
480	HEALTH & LIFE INS.	37,200.00
	<i>Personal Services Totals</i>	<b>\$471,648.00</b>
<i>Supplies</i>		
500	OFFICE SUPPLIES	3,000.00
525	FUEL OIL LUBRICANTS	12,000.00
535	CLOTHING	5,000.00
555	OPERATING SUPPLIES	2,500.00
575	OTHER MAINT REPAIR	1,000.00
580	SERVICE MAINT CONTRACTS	2,000.00
585	DUES REG FEES SUBSCRIPTIONS	4,000.00
	<i>Supplies Totals</i>	<b>\$29,500.00</b>
<i>Other Services and Charges</i>		
600	PROFESSIONAL SERVICES	30,000.00
601	TRAINING	19,000.00
605	COMMUNICATIONS	6,500.00
610	TRAVEL	14,000.00
615	ADVERTISING	2,000.00
645	SUPPORT AND CONTRIBUTIONS	2,000.00
	<i>Other Services and Charges Totals</i>	<b>\$73,500.00</b>
<i>Capital Outlay</i>		
730	MACHINERY & EQUIP	10,000.00
	<i>Capital Outlay Totals</i>	<b>\$10,000.00</b>
Department <b>091 - BUILDING DEPARTMENT Totals</b>		<b>\$584,648.00</b>

Account	Account Description	2025 Level 1
Fund 025 - Development Services		
<b>EXPENSE</b>		
Department 201 - STREET DEPARTMENT		
<i>Personal Services</i>		
410	SALARIES ADM	95,605.00
420	SALARIES NON ADM	516,594.00
450	OVERTIME	50,000.00
460	RETIREMENT	118,534.00
470	FICA	50,658.00
480	HEALTH & LIFE INS.	74,400.00
495	LONGEVITY PAY PLAN	6,500.00
	<i>Personal Services Totals</i>	<b>\$912,291.00</b>
<i>Supplies</i>		
500	OFFICE SUPPLIES	250.00
525	FUEL OIL LUBRICANTS	35,000.00
535	CLOTHING	13,000.00
555	OPERATING SUPPLIES	325,000.00
575	OTHER MAINT REPAIR	150,000.00
585	DUES REG FEES SUBSCRIPTIONS	1,000.00
	<i>Supplies Totals</i>	<b>\$524,250.00</b>
<i>Other Services and Charges</i>		
600	PROFESSIONAL SERVICES	350,000.00
601	TRAINING	4,000.00
605	COMMUNICATIONS	2,000.00
610	TRAVEL	2,000.00
630	UTILITIES	15,000.00
631	PUBLIC UT ST LIGHTS	650,000.00
690	DISBURSEMENTS-MISC	500.00
	<i>Other Services and Charges Totals</i>	<b>\$1,023,500.00</b>
<i>Capital Outlay</i>		
720	CAPITAL OUTLAY	120,000.00
730	MACHINERY & EQUIP	140,000.00
740	VEHICLES	250,000.00
	<i>Capital Outlay Totals</i>	<b>\$510,000.00</b>
<i>Transfers and Other Charges</i>		
910	TRANSFERS OUT	500,000.00
	<i>Transfers and Other Charges Totals</i>	<b>\$500,000.00</b>
Department 201 - STREET DEPARTMENT Totals		<b>\$3,470,041.00</b>
<b>EXPENSE TOTALS</b>		<b>\$5,648,918.00</b>
Fund 025 - Development Services Totals		
<b>EXPENSE TOTALS</b>		<b>\$5,648,918.00</b>

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Account	Account Description	2025 Level 1
Fund	<b>025 - Development Services</b> Totals	(\$5,648,918.00)

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Account	Account Description	2025 Level 1
Fund	<b>689 - Trust Proceeds-\$30M Fund</b>	
	<b>REVENUE</b>	
	Department <b>000 - REVENUE</b>	
	<i>Miscellaneous</i>	
333	RECEIPTS	1,066,895.00
	<i>Miscellaneous Totals</i>	<u>\$1,066,895.00</u>
	Department <b>000 - REVENUE Totals</b>	<u>\$1,066,895.00</u>
	<b>REVENUE TOTALS</b>	<u>\$1,066,895.00</u>

Account	Account Description	2025 Level 1
Fund	<b>689 - Trust Proceeds-\$30M Fund</b>	
	EXPENSE	
	Department <b>093 - GENERAL GOVERNMENT</b>	
	<i>Transfers and Other Charges</i>	
910	TRANSFERS OUT	1,418,000.00
	<i>Transfers and Other Charges Totals</i>	\$1,418,000.00
	Department <b>093 - GENERAL GOVERNMENT Totals</b>	\$1,418,000.00
	EXPENSE TOTALS	\$1,418,000.00
	Fund <b>689 - Trust Proceeds-\$30M Fund Totals</b>	
	REVENUE TOTALS	\$1,066,895.00
	EXPENSE TOTALS	\$1,418,000.00
	Fund <b>689 - Trust Proceeds-\$30M Fund Totals</b>	(\$351,105.00)

Account	Account Description	2025 Level 1
Fund 726	Oxford Conference Center	
<b>REVENUE</b>		
Department 000 - REVENUE		
<i>Miscellaneous</i>		
333	RECEIPTS	900,000.00
341	INTEREST EARNED	1,500.00
	<i>Miscellaneous Totals</i>	<u>\$901,500.00</u>
<i>Interfund Transfers</i>		
909	TRANSFERS IN	1,683,265.00
	<i>Interfund Transfers Totals</i>	<u>\$1,683,265.00</u>
	Department 000 - REVENUE Totals	<u>\$2,584,765.00</u>
	<b>REVENUE TOTALS</b>	<u>\$2,584,765.00</u>

Account	Account Description	2025 Level 1
Fund 726	<b>Oxford Conference Center</b>	
<b>EXPENSE</b>		
Department 726 - CONFERENCE CENTER		
<i>Personal Services</i>		
410	SALARIES ADM	82,400.00
420	SALARIES NON ADM	305,163.00
440	SALARIES HOURLY	20,000.00
450	OVERTIME	2,000.00
460	RETIREMENT	69,732.00
470	FICA	31,489.00
480	HEALTH & LIFE INS.	43,400.00
495	LONGEVITY PAY PLAN	2,060.00
<i>Personal Services Totals</i>		<b>\$556,244.00</b>
<i>Supplies</i>		
500	OFFICE SUPPLIES	2,000.00
525	FUEL OIL LUBRICANTS	100.00
535	CLOTHING	1,500.00
550	CONCESSIONS	325,000.00
555	OPERATING SUPPLIES	15,000.00
575	OTHER MAINT REPAIR	80,000.00
585	DUES REG FEES SUBSCRIPTIONS	5,500.00
<i>Supplies Totals</i>		<b>\$429,100.00</b>
<i>Other Services and Charges</i>		
600	PROFESSIONAL SERVICES	45,000.00
601	TRAINING	6,500.00
605	COMMUNICATIONS	30,000.00
610	TRAVEL	6,500.00
615	ADVERTISING	52,500.00
620	PRINTING & BINDING	3,000.00
627	EXPENSES FOR BOTANICALS CONFERENCE	225,000.00
630	UTILITIES	165,000.00
640	RENTALS	45,000.00
686	SALES TAX PAYMENTS	20,000.00
687	BANK SERVICE CHARGES	5,600.00
690	DISBURSEMENTS-MISC	5,000.00
<i>Other Services and Charges Totals</i>		<b>\$609,100.00</b>
<i>Capital Outlay</i>		
700	ENGINEERING	216,000.00
720	CAPITAL OUTLAY	1,228,000.00
730	MACHINERY & EQUIP	60,200.00
<i>Capital Outlay Totals</i>		<b>\$1,504,200.00</b>

Account	Account Description	2025 Level 1
Fund	<b>726 - Oxford Conference Center</b>	
	EXPENSE	
Department	<b>726 - CONFERENCE CENTER</b> Totals	\$3,098,644.00
	EXPENSE TOTALS	\$3,098,644.00
Fund	<b>726 - Oxford Conference Center</b> Totals	
	REVENUE TOTALS	\$2,584,765.00
	EXPENSE TOTALS	\$3,098,644.00
Fund	<b>726 - Oxford Conference Center</b> Totals	(\$513,879.00)

Account	Account Description	2025 Level 1
Fund 727	2% Food & Beverage Fund	
REVENUE		
Department 000 - REVENUE		
Miscellaneous		
346	RECEIPTS-STATE OF MS	4,880,585.00
	<i>Miscellaneous Totals</i>	<u>\$4,880,585.00</u>
Department 000	REVENUE Totals	<u>\$4,880,585.00</u>
	REVENUE TOTALS	<u>\$4,880,585.00</u>

Account	Account Description	2025 Level 1
Fund	<b>727 - 2% Food &amp; Beverage Fund</b>	
	<b>EXPENSE</b>	
	Department <b>727 - 2% STADIUM TAX</b>	
	<i>Other Services and Charges</i>	
604	VISIT OXFORD	607,000.00
607	YOKNAPATAWPHA ARTS COUNCIL	120,000.00
609	TREE BOARD REQUESTS	35,000.00
614	FLOWERS SHRUBS SUPPLIES	80,000.00
616	TRANSFER TO GENERAL FUND-OPD Downtown Unit Expenses	500,000.00
628	DOUBLE DECKER ARTS FESTIVAL	200,000.00
630	UTILITIES	4,000.00
642	mTrade Park 3/4 BUDGET	641,892.00
644	OLE MISS STADIUM EXPANSION	200,000.00
649	OXFORD CONVENTION & VISITORS	1,683,265.00
650	PROMOTIONS	50,000.00
652	HISTORIC PROPERTIES	150,000.00
690	DISBURSEMENTS-MISC	75,000.00
	<i>Other Services and Charges Totals</i>	<b>\$4,346,157.00</b>
	<i>Capital Outlay</i>	
720	CAPITAL OUTLAY	1,075,000.00
	<i>Capital Outlay Totals</i>	<b>\$1,075,000.00</b>
	<i>Transfers and Other Charges</i>	
910	TRANSFERS OUT	285,000.00
	<i>Transfers and Other Charges Totals</i>	<b>\$285,000.00</b>
	Department <b>727 - 2% STADIUM TAX Totals</b>	<b>\$5,706,157.00</b>
	<b>EXPENSE TOTALS</b>	<b>\$5,706,157.00</b>
Fund	<b>727 - 2% Food &amp; Beverage Fund Totals</b>	
	<b>REVENUE TOTALS</b>	<b>\$4,880,585.00</b>
	<b>EXPENSE TOTALS</b>	<b>\$5,706,157.00</b>
Fund	<b>727 - 2% Food &amp; Beverage Fund Totals</b>	<b>(\$825,572.00)</b>

Account	Account Description	2025 Level 1
Fund	<b>729 - Parking Division Revenue</b>	
	<b>REVENUE</b>	
	Department <b>000 - REVENUE</b>	
	<i>Miscellaneous</i>	
333	RECEIPTS	1,340,445.00
	<i>Miscellaneous Totals</i>	<u>\$1,340,445.00</u>
Department	<b>000 - REVENUE Totals</b>	<u>\$1,340,445.00</u>
	<b>REVENUE TOTALS</b>	<u>\$1,340,445.00</u>



Account	Account Description	2025 Level 1
Fund 729 - Parking Division Revenue		
<b>EXPENSE</b>		
Department 100 - POLICE DEPARTMENT		
<i>Supplies</i>		
525	FUEL OIL LUBRICANTS	3,000.00
535	CLOTHING	750.00
555	OPERATING SUPPLIES	10,000.00
575	OTHER MAINT REPAIR	65,000.00
	<i>Supplies Totals</i>	<u>\$78,750.00</u>
<i>Other Services and Charges</i>		
600	PROFESSIONAL SERVICES	99,150.00
601	TRAINING	1,000.00
605	COMMUNICATIONS	9,500.00
610	TRAVEL	1,000.00
615	ADVERTISING	1,000.00
630	UTILITIES	28,000.00
690	DISBURSEMENTS-MISC	2,000.00
	<i>Other Services and Charges Totals</i>	<u>\$141,650.00</u>
<i>Capital Outlay</i>		
720	CAPITAL OUTLAY	250,000.00
730	MACHINERY & EQUIP	106,000.00
	<i>Capital Outlay Totals</i>	<u>\$356,000.00</u>
<i>Transfers and Other Charges</i>		
910	TRANSFERS OUT	1,249,093.00
	<i>Transfers and Other Charges Totals</i>	<u>\$1,249,093.00</u>
Department 100 - POLICE DEPARTMENT Totals		<u>\$1,825,493.00</u>
	<b>EXPENSE TOTALS</b>	<u>\$1,825,493.00</u>
Fund 729 - Parking Division Revenue Totals		
	<b>REVENUE TOTALS</b>	\$1,340,445.00
	<b>EXPENSE TOTALS</b>	\$1,825,493.00
Fund 729 - Parking Division Revenue Totals		<u>(\$485,048.00)</u>
Net Grand Totals		
	<b>REVENUE GRAND TOTALS</b>	\$62,017,601.00
	<b>EXPENSE GRAND TOTALS</b>	\$65,824,994.00
	Net Grand Totals	<u>(\$3,807,393.00)</u>



**City of Oxford  
Board of Aldermen  
Regular Meeting - BOA  
August 20, 2024, 5:00 pm - 7:00 pm  
City Hall Courtroom**

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Visit\_Oxford\_parade\_permit

## MINUTES

City of Oxford  
Board of Aldermen  
Regular Meeting - BOA  
Tuesday, August 20, 2024, 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 20, 2024 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  
Mary Martha Crowe, Alderman-At-Large-absent

Mayo Mallette, PLLC- Of Counsel  
Ashley Atkinson- City Clerk  
Bart Robinson- Chief Operating Officer  
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  
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- City Engineer  
Brad Freeman- mTrade Park Director-absent  
Clay Brownlee- mTrade Park Assistant Director-absent  
Michael Temple- IT Department-absent  
Chris Simmons- IT Director-absent  
Chandler Murabito-IT Department  
Mark Levy- General Government  
Laurie Steele-HR Department  
Kelli Briscoe-Animal Resource Center Director  
David Sabin-Police Department  
Robert Baxter-Planning Dept.  
Kate Kenwright-Planning Dept.

2. Adopt the agenda for the meeting.

It was moved by Alderman Bailey, seconded by Alderman Howell-Atkinson to adopt the agenda for the meeting with the addition of items 6c(x) and 6b(i), and the deletion of items 12 and 13. 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 6, 2024 and the Special Meeting on August 14, 2024. (Ashley Atkinson)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Bailey to approve the minutes of the Regular Meeting on August 6, 2024 and the Special Meeting on August 14, 2024. 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 Howell-Atkinson, seconded by Alderman Bailey to approve the accounts for all city departments, including a claims docket showing General Fund claims numbered 132831-132989 and ACHs 89-91, Trust & Agency claims numbered 51218-51268 and ACHs 75-77, Metro Narcotics claims numbered 9080-9087 and ACHs 36-37, Water & Sewer claims numbered 39329-39366 and ACHs 196-197, OPC Activity Fund claims numbered 3543-

3584, and a Bond & Interest claim numbered 7011, and totaling \$2,855,290.95. 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 amend the agenda to add item 30. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Hyneman, seconded by Alderman Taylor 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 ownership of a 2004 Cadillac Escalade with VIN 1GYEK63N74R224632 seized by Metro Narcotics, pursuant to Order of Forfeiture. (Alex Fauver)
- ii. Request permission to declare a 2004 Cadillac Escalade with VIN 1GYEK63N74R224632, a 2019 Dodge Durango with VIN 1C4SDJFT1KC707856, and a 2006 GMC Sierra with VIN 1GTEC19T96Z161631 surplus in the Oxford Police Department-Metro Narcotics Division and authorize their disposal. (Alex Fauver)
- iii. Request permission to declare a list of equipment surplus in the Oxford Police Department-Metro Narcotics Division and authorize its disposal. (Alex Fauver)
- iv. Request permission to declare a Dell Thunderbolt Dock with SN JZH8BQ3 surplus in the City Clerk's Office and to accept ownership of its replacement, a Dell Thunderbolt Dock with SN HPVXHY3, based on a warranty claim. (Ashley Atkinson)
- v. Request permission to declare an iPad Mini with SN DLXL7AMSFLMJ surplus in the Stronger Together Oxford Department and authorize its disposal. (Marlee Carpenter)
- vi. Request permission to declare a 2004 Ford F250 with VIN 1FTNF20L04EC14277 surplus in the Oxford Utilities-Electric Division and authorize its disposal. (Rob Neely)
- vii. Request permission to declare a Northstar 33-in sidewalk scrubber with asset tag #2765 and a Mosmatic 18-in sidewalk scrubber with asset tag #2766 surplus in the Buildings & Grounds Department and authorize their disposal. (Greg Pinion)

b. Grants:

- i. Adopt a Resolution to apply for the MS Main Street Grant.

c. Human Resources:

- i. Request permission to hire Richard Laroche as a Full-Time Patrol Officer with an annual salary of \$52,998.40, to hire Jason Bertelsen as a Full-Time Patrol Officer with an annual salary of \$62,982.40, and to hire Charles Hefner as a Full-Time PACE Officer with an annual salary of \$39,080.82 in the Oxford Police Department. (Braxton Tullos)
- ii. Request permission to accept the resignation of Part-Time officer, Robert Banks, and two Full-Time officers, Wilson Wielgosz and Clayton Hastings, in the Oxford Police Department, effective August 20, 2024. (Braxton Tullos)
- iii. Request permission to approve a take home vehicle for the on-call employees in the Oxford Utilities-Water & Sewer Department, pursuant to the take home vehicle policy. (Braxton Tullos)
- iv. Request permission to approve a step increase for Garrett Black in the Development Services-Building Department, for completing the Residential Electrical Inspector certification. His new salary will be \$48,417.77. (Braxton Tullos)
- v. Request permission to accept the resignation of Brandon Seale in the Oxford Fire Department, effective August 7, 2024. (Braxton Tullos)
- vi. Request permission to hire Hunter Lehman as a Firefighter in the Oxford Fire Department, with an annual salary of \$47,616.30. (Braxton Tullos)
- vii. Request permission to hire Jamie Roy as a Part-Time Firefighter in the Oxford Fire Department, with an hourly rate of \$20.00. (Braxton Tullos)
- viii. Request permission to approve a promotion to Concession Stand Supervisor for Sam Vanderford, in the mTrade Park Department, with a new hourly rate of \$11.25. (Braxton Tullos)
- ix. Request permission to hire Javeear Gillard as a Concession worker in the mTrade Park Department, with an hourly rate of \$9.25. (Braxton Tullos)
- x. Request permission to hire Darnell Briggs as a Full-Time Animal Care Technician with an annual salary of \$35,568.00. (Braxton Tullos)
- xi. Request permission to approve 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 a \$200.00 donation from the Oxford-Lafayette County Chamber of Commerce, for the benefit of the Stronger Together Oxford Department to purchase supplies for the 911 Day of Service. (Marlee Carpenter)
  - iii. Request permission to accept donations on behalf of the Oxford ARC. (Kelli Briscoe)
- e. Travel Requests:
- i. Request permission for an Alderman to attend the 2024 MML Small Town Conference on October 9-10, 2024 in Vicksburg, MS at an estimated cost of \$750.00. (Ashley Atkinson)
  - ii. Request permission for ten employees to attend a Report Writing class on August 28, 2024 in Oxford at no cost to the City. (Jeff McCutchen)
  - iii. Request permission for an employee to attend FBI-LEEDA Master Public Information Officer Course on December 1-6, 2024 in Chattanooga, TN at an estimated cost of \$1,618.55. (Jeff McCutchen)
  - iv. Request permission for an employee to attend the MS 911 Coordinators Association Meeting on October 28-31, 2024 in Biloxi, MS at an estimated cost of \$991.94. (Jeff McCutchen)
  - v. Request permission for two employees to attend the 911 Dispatcher State Orientation on September 15-17, 2024 in Jackson, MS at an estimated cost of \$615.32. (Jeff McCutchen)
  - vi. Request permission for an employee to attend the MS Geospatial Conference in Long Beach, MS on October 9-11, 2024 at an estimated cost of \$516.00. (Hollis Green)
  - vii. Request permission for two employees to attend the Code Test Academy in Mobile, AL on October 21-25, 2024 at an estimated cost of \$4,462.60. (Johnathan Mizell)
  - viii. Request permission for an employee to attend the American Planning Association Congressional Fly-In in Washington, DC on September 23-26, 2024 at an estimated cost of \$150.00. (Ben Requet)
  - ix. Request permission for an employee to attend the Ermco Plant Tour in Dyersburg, TN on October 15, 2024 at an estimated cost of \$166.00. (Rob Neely)
  - x. Request permission for four employees to travel to MLEOTA in Pearl, MS to teach Traffic Laws and Stops on August 25-27, 2024 at no cost to the City. (Jeff McCutchen)
7. Consider a re-appointment to the OPC Board for a 1-year term, ending August 31, 2025.  
It was moved by Alderman Addy, seconded by Alderman Howell-Atkinson to re-appoint Don Fruge', Jr. to the Oxford Park Commission Board for a 1 year term, expiring August 31, 2025. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
8. Consider re-appointments to the Courthouse Historic Preservation Commission.  
It was moved by Alderman Addy, seconded by Alderman Huelse to re-appoint Andy Phillips, Laurie Beth Ellis, and Taylor Webb to the Courthouse Historic Preservation Commission. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
9. Consider re-appointments to the Historic Preservation Commission.  
It was moved by Alderman Hyneman, seconded by Alderman Taylor to re-appoint Luke Heiskell, Joel Little, and Rachel Malone West to the Historic Preservation Commission. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
10. Consider re-appointments to the Affordable Housing Commission.  
It was moved by Alderman Bailey, seconded by Alderman Howell-Atkinson to re-appoint Janice Antonow, Lance Hickman, and Josh Cissel to the Affordable Housing Commission. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
11. Consider re-appointments to the Pathways Commission.  
It was moved by Alderman Bailey, seconded by Alderman Addy to re-appoint John Cofer and Sumner Abraham, and to appoint Jonathan Klingler, as a new member, to the Pathways Commission. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
12. Consider an appointment to the Oxford Tourism Board.  
This item was removed from the agenda.
13. Consider an appointment to the Oxford-University Transit Commission.  
This item was removed from the agenda.
14. Request permission to advertise for RFPs for a new Municipal Court and Prosecution Management Software System. (Nickie Denley)  
It was moved by Alderman Bailey, seconded by Alderman Huelse to advertise for RFPs for a new Municipal Court and Prosecution Management Software System. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

15. Request permission to approve a Parade/Assembly Permit for Visit Oxford to host a Square Jam Music Event on October 25, 2024 from 4:00am-11:00pm. (Kinney Ferris)  
It was moved by Alderman Huelse, seconded by Alderman Hyneman to approve a Parade/Assembly Permit for Visit Oxford to host a Square Jam Music Event on October 25, 2024 from 4:00am-11:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
16. Request permission to approve a Parade/Assembly Permit for the YAC to host a Second Line Parade on Friday, August 30, 2024 from 6:00pm until 6:30pm. (Jeff McCutchen)  
It was moved by Alderman Bailey, seconded by Alderman Addy to approve a Parade/Assembly Permit for the YAC to host a Second Line Parade on Friday, August 30, 2024 from 6:00pm-6:30pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
17. Request permission to approve a Parade/Assembly Permit for the Communication Workers of America to host a strike on August 21, 2024 from 7:00am-4:00pm. (Jeff McCutchen)  
It was moved by Alderman Huelse, seconded by Alderman Hyneman to approve a Parade/Assembly Permit for the Communication Workers of America to host a strike on August 21, 2024 from 7:00am-4:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
18. Request permission to approve a Parade/Assembly Permit for the Student Activities Association to host a Homecoming Parade on Friday, September 27, 2024 from 5:15pm-7:00pm. (Jeff McCutchen)  
It was moved by Alderman Bailey, seconded by Alderman Howell-Atkinson to approve a Parade/Assembly Permit for the Student Activities Association to host a Homecoming Parade on Friday, September 27, 2024 from 5:15pm-7:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
19. Request permission to approve a Parade/Assembly Permit for Ashley Callery to host a Witches Ride of Oxford on Monday, October 21, 2024 from 6:30pm-7:15pm. (Jeff McCutchen)  
It was moved by Alderman Addy, seconded by Alderman Hyneman to approve a Parade/Assembly Permit for Ashley Callery to host a Witches Ride of Oxford on Monday, October 21, 2024 from 6:30pm-7:15pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
20. First Reading of a Proposed Ordinance prescribing the prohibitions of criminal loitering and aggressive solicitation and assessing the penalties for violation of each. (Jeff McCutchen)  
The second reading and public hearing on this proposed Ordinance will be at the next meeting.
21. Request permission to accept bids received and award a contract for the Old Taylor Road Substation Civil Project. (Rob Neely)  
It was moved by Alderman Addy, seconded by Alderman Huelse to accept the bids received and award a contract to Bluff City Construction Co., in the amount of \$399,893.35, for the Old Taylor Road Substation Civil Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
22. Request permission to approve and authorize the Mayor to sign an amended software service agreement with Landis & Gyr for Oxford Utilities. (Rob Neely)  
It was moved by Alderman Bailey, seconded by Alderman Hyneman to approve, pending counsel's review, and authorize the Mayor to sign an amended software service agreement with Landis & Gyr for Oxford Utilities. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
23. Request approval of a request for City utilities for Case #3118, Brian Hill, for "Fieldstone Farms, Phase 8", which included a Site Plan, for property located at Fieldstone Loop East, being further identified as PPIN 3392. (Kate Kenwright)  
It was moved by Alderman Addy, seconded by Alderman Huelse to approve a request for City utilities for Case #3118, Brian Hill, for "Fieldstone Farms, Phase 8", which included a Site Plan, for property located at Fieldstone Loop East, being further identified as PPIN 3392. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
24. Request approval of a Final Plat for Case #3120, JWM Development, LLC (JW McCurdy) for "Colonnade Crossing, Phase 4" for property located at 800 Concordia Avenue, being further identified as PPIN 4563. (Kate Kenwright)  
It was moved by Alderman Addy, seconded by Alderman Huelse to approve a Final Plat for Case #3120, JWM Development, LLC (JW McCurdy) for "Colonnade Crossing, Phase 4" for property located at 800 Concordia Avenue, being further identified as PPIN 4563. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
25. 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 Huelse, seconded by Alderman Howell-Atkinson 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.

26. Request permission to advertise for an RFP for property insurance. (Mark Levy)

It was moved by Alderman Addy, seconded by Alderman Huelse to advertise for an RFP for property insurance. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

27. Consider Change Order #1 from Acoustics & Specialties to finish out a vacant room at the new Oxford Police Department building. (Mark Levy)

It was moved by Alderman Huelse, seconded by Alderman Bailey to approve Change Order #1, in the amount of \$50,000.00, from Acoustics & Specialties to finish out a vacant room at the new Oxford Police Department building. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

28. Consider a proposal from Howorth and Associates for professional services related to a grant submission. (Mark Levy)

It was moved by Alderman Addy, seconded by Alderman Huelse to approve a proposal from Howorth and Associates for professional services related to a grant submission. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

29. Consider a request for a revocable license for a sign at 2500 University Avenue. (John Crawley)

It was moved by Alderman Addy, seconded by Alderman Hyneman to approve a request for a revocable license for a sign at 2500 University Avenue. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

30. Request permission to close the sidewalk for a roll-off container to be placed at The Cellar on North 10th Street for 3 days while they complete a demolition. (John Crawley)

It was moved by Alderman Bailey, seconded by Alderman Huelse to close the sidewalk for a roll-off container to be placed at The Cellar on North 10th Street for 3 days while they complete a demolition. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

31. Request permission to approve and authorize the Mayor to sign a Memorandum of Understanding for the Downtown Regional Detention Project. (John Crawley)

It was moved by Alderman Bailey, seconded by Alderman Huelse to approve and authorize the Mayor to sign a Memorandum of Understanding for the Downtown Regional Detention Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

32. Request permission to approve and authorize the Mayor to sign a Memorandum of Understanding for the County Roads 322, 324, 326, and 412 Water Improvement Project. (John Crawley)

It was moved by Alderman Huelse, seconded by Alderman Bailey to approve and authorize the Mayor to sign a Memorandum of Understand for the County Roads 322, 324, 326, and 412 Water Improvement Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

33. Consider a request from Oden-Hardy Construction for extended work hours for a concrete slab pour at 14 Thacker Loop. (John Crawley)

It was moved by Alderman Bailey, seconded by Alderman Howell-Atkinson to approve a request from Oden-Hardy Construction for extended work hours for a concrete slab pour at 14 Thacker Loop. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

34. Consider a request from AT & T for special work hours on Sunday, August 25, 2024, to close Monroe Avenue, between North Lamar and North 13th Street, for work in relation to fiber optic service. (John Crawley)

It was moved by Alderman Bailey, seconded by Alderman Hyneman to approve a request from AT & T for special work hours on Sunday, August 25, 2024, to close Monroe Avenue, between North Lamar and North 13th Street, for work in relation to fiber optic service. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

35. Request permission to reject the bids received for the College Hill Lift Station Project. (John Crawley)

It was moved by Alderman Bailey, seconded by Alderman Huelse to reject the bids received for the College Hill Lift Station Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

36. Consider an executive session.

It was moved by Alderman Bailey, seconded by Alderman Howell-Atkinson to consider an executive session for personnel issues and matters related to potential litigation. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Huelse, seconded by Alderman Hyneman to enter into an executive session for personnel issues in the Oxford Police Department and Municipal Court Department, a matter of potential litigation related to a contract, a matter of potential litigation related to a road,

and a matter of potential litigation related to a court case. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Addy, seconded by Alderman Bailey to pay the assigned public defenders and prosecutors \$3,000.00 a month, effective October 1, 2024. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

37. Adjourn.

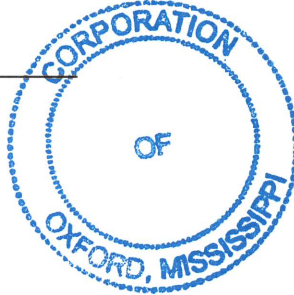
It was moved by Alderman Addy, seconded by Alderman Huelse to adjourn the meeting. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.



Robyn Tannehill, Mayor



Ashley Atkinson, City Clerk



IN THE CIRCUIT COURT OF LAFAYETTE COUNTY, MISSISSIPPI

ONE 2004 BLACK CADILLAC ESCALADE VIN#1GYEK63N74R224632  
TWO THOUSAND EIGHT HUNDRED NINETY EIGHT DOLLAR  
\$2,898.00 U.S. CURRENCY

VS.

CAUSE NO.: L18-247

STATE OF MISSISSIPPI, ex rel.  
BEN CREEKMORE, DISTRICT ATTORNEY  
AND LAFAYETTE COUNTY METRO NARCOTICS UNIT

**AGREED ORDER OF FORFEITURE**

CAME TO BE HEARD on motion of the State of Mississippi, by and through the District Attorney, and agreed upon by the defendant, to proceed with forfeiture of certain property seized from ANDREW HOWARD pursuant to an arrest under the Mississippi controlled substances law.

That in support of said motion the State showed and the Court finds that the above-mentioned property was properly seized, including proper notices given; that the State filed an appropriate Petition to Forfeit and proper response filed by the defendant. The defendant after having entered a guilty plea in the underlying felony charge, having no objection to the forfeiture, the Court therefore finds that the motion of the State should be well taken.

It is therefore ordered one ONE 2004 BLACK CADILLAC ESCALDE VIN# 1GYEK63N74R224632; and TWO THOUSAND EIGHT HUNDRED NINETY EIGHT DOLLAR (\$2,898.00) U.S. currency, is hereby forfeited to the City of Oxford, Lafayette County Multijurisdictional Metro Narcotics Unit ("Metro") for proper distribution pursuant to State law.

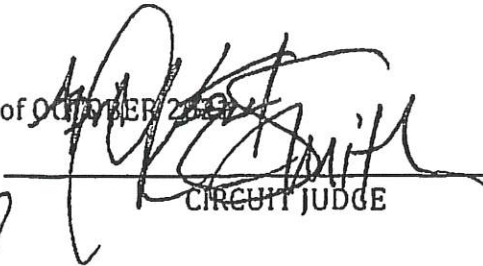
LAFAYETTE COUNTY  
FILED

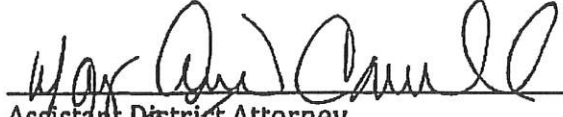
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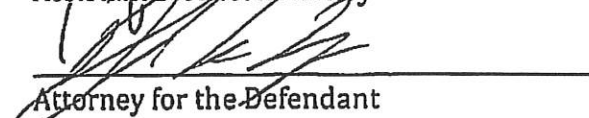
JEFF BUSBY  
CIRCUIT CLERK

BY: AC D.C.

SO ORDERED on this the 1<sup>ST</sup> day of ~~OCTOBER~~ 2019

  
\_\_\_\_\_  
CIRCUIT JUDGE

  
\_\_\_\_\_  
Assistant District Attorney

  
\_\_\_\_\_  
Attorney for the Defendant



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: 8/20/2024

Department that owns Fixed Asset: Metro Narcotics

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

Physical Location of Asset: City Shop

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

Cadillac \ Escalade \ 2004

Make	Model	Year
<u>1GYEK63N74R224632</u>	<u>black</u>	
VIN / Serial Number		Color

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

Description of Tool (including brand): \_\_\_\_\_

\_\_\_\_\_ \ \_\_\_\_\_

Serial Number (if none, write N/A)	Color
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For all other assets, please provide a complete description of the asset to be surplusd:

This vehicle became property of the City of Oxford via Agreed Order of Forfeiture dated  
10/1/2023. It will be accepted by the BOA on 8/20/2024, and then declared surplus on  
8/20/2024 so it can be sold on GovDeals.

Name of Person Submitting Surplus Request: Alex Fauver

Date Approved by BOA: 8/20/2024

**107 Courthouse Square  
Oxford, MS 38655**

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



THE CITY OF  
**OXFORD**

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Date of Request: 8/20/2024

Department that owns Fixed Asset: Metro Narcotics

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

Physical Location of Asset: City Shop

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

Dodge \ Durango \ 2019

Make	Model	Year
<u>1C4SDJFT1KC707856</u>	\	
VIN / Serial Number		Color

If the item being surplus 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 surplus:

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Name of Person Submitting Surplus Request: Alex Fauver

Date Approved by BOA: 8/20/2024

**107 Courthouse Square  
Oxford, MS 38655**

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Date of Request: 8/20/2024

Department that owns Fixed Asset: Metro Narcotics

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

Physical Location of Asset: City Shop

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

GMC \ Sierra \ 2006

Make Model Year

1GTEC19T96Z161631 \ \_\_\_\_\_

VIN / Serial Number Color

If the item being surplus 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 surplus:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Person Submitting Surplus Request: Alex Fauver

Date Approved by BOA: 8/20/2024

**107 Courthouse Square  
Oxford, MS 38655**

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

1. Dell Tower P# 01545 SN# 8FL9X52
2. Dell Tower P# SN# 3P99CH2
3. Dell Tower P# SN# GR3C6Q2
4. Dell Tower P# SN# GR276Q2
5. Microsoft Tower P# 01527 SN# DT-BA00241-R09
6. Hanns Monitor P# 015626 SN#HW173ABB
7. Dyno-Lable Writer P# 01517 SN# 1750110-2018465
8. Sharp Copier MX-M283N P# 01507 SN#AB13052
9. HP Printer P# MJU 5 SN# CNBFC11337
10. Ativa Shredder P# 01677 SN#
11. Galls Jump Box P# 01007 SN#
12. JVC Camcorder P# state of MS 0581 SN# 165FT3984
13. Sharp Camcorder P# DPSP 2033
14. Spearaton PK Night Vision P# 01538
15. Panasonic Camera P# MJU 59 SN# H3H104969
16. Scott Air Tank P# 01513
17. Scott Air Tank P# 01514
18. Scott Air Tank P# 01515
19. Scott Air Tank P# 01516
20. Stream light Flashlight P# 00970 SN# 222610
21. Mini video recorder P# MJU 58
22. Button Cam P# 01532
23. Button Cam P# 01533
24. Microflex Key Fob P# MJU 71 DPSP#12283 SN# 1359
25. TTI Recorder Citation P# 01525 MJU 39 SN# 0957
26. TTI Recorder P# MJU 54 DPSP# 0273 SN# 0317
27. TTI Tele Mobile P# MJU 55 SN# 9138006-03
28. TTI 2ch Wire P# MJU 63
29. TTI Echo II Repeater P# 01524 SN# 1841
30. TTI Echo 6 Repeater P# 01523 SN# 1030
31. TTI 2ch Wire P# 01537 SN#
32. TTI 2ch Wire P# 01536 SN#
33. TTI 2ch Wire P# 01534 SN#
34. TTI 2ch Wire P# MJU ?9 Can't make out number in front of the 9
35. Miscellaneous surveillance equipment, no serial numbers





THE CITY OF  
**OXFORD**

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BE SURE TO PROVIDE AS MUCH INFORMATION AS POSSIBLE ABOUT THE ASSET  
BEING SURPLUS. TURN COMPLETED FORMS IN TO THE CITY CLERK'S OFFICE.**

Date of Request: 8/12/2024

Department that owns Fixed Asset: City Clerk's Office

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): Dell Thunderbolt Dock  
JZH8BQ3

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

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

Dell Thunderbolt Dock with Service Tag JZH8BQ3 was purchased on 8/15/2022 (@ cost of \$349.29) and was still under warranty at the time it stopped working. Therefore, Dell sent a replacement Dell Thunderbolt Dock on 8/12/2024 with Service Tag HPVXHY3.

Name of Person Submitting Surplus Request: Jessi Tolleson

Date Approved by BOA: 8/20/2024



THE CITY OF  
OXFORD

SURPLUS FORM

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

Date of Request: 08/12/2024

Department that owns Fixed Asset: Stronger Together Oxford

Fixed Asset Tag Number (If item is not tagged, please put N/A): #1806

Physical Location of Asset: \_\_\_\_\_

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

_____	_____	_____
Make	Model	Year
DLXL7AMSFLMJ		white
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:

IPAD MINI  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Person Submitting Surplus Request: Marlee Carpenter

Date Approved by BOA: \_\_\_\_\_



THE CITY OF  
OXFORD

SURPLUS FORM

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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: 08/12/2024

Department that owns Fixed Asset: Stronger Together Oxford

Fixed Asset Tag Number (If item is not tagged, please put N/A): #2995

Physical Location of Asset: IT Office

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

Make	Model	Year
<u>DMPJNITLF18F</u>	<u></u>	<u>white</u>
VIN / Serial Number		Color

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

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

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

ipad  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Person Submitting Surplus Request: Marlee Carpenter

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

Date of Request: 8 14 24

Department that owns Fixed Asset: Electric (TK137)

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:

Ford | 250 | 2004

Make	Model	Year
<u>1</u>	<u>FTNF20L04EC14277</u>	<u>white</u>
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:

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Name of Person Submitting Surplus Request: D. L. Felt

Date Approved by BOA: \_\_\_\_\_



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

Date of Request: 7-31-24  
Department that owns Fixed Asset: B&G  
Fixed Asset Tag Number (If item is not tagged, please put N/A): 02765  
Physical Location of Asset: B&G

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

Nort Star \ 33in Side Walk Sweeper  
Make Model Year  
VIN / Serial Number Color

If the item being surplus 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 surplus:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Person Submitting Surplus Request: [Signature]

Date Approved by BOA: \_\_\_\_\_



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: 7/31/24  
Department that owns Fixed Asset: B&G  
Fixed Asset Tag Number (If item is not tagged, please put N/A): 02766  
Physical Location of Asset: B&G

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

Mos Matic \ 18in Side Walk Sander  
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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Person Submitting Surplus Request: [Signature]

Date Approved by BOA: \_\_\_\_\_



**OXFORD**

HUMAN RESOURCES

# MEMORANDUM

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**To:** Board of Aldermen  
**Thru:** Braxton Tullos, Human Resources Director  
**From:** Rob Neely, Superintendent, Oxford Utilities  
**Date:** August 20, 2024  
**Re:** Request Approval of Take-Home Vehicle

---

The City of Oxford's Utilities Department requests approval from the Mayor and Board of Aldermen to allow the on-call Water/Sewer employee to take home a service vehicle. This vehicle will not leave Lafayette County.

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**

**08/01/24 - 08/14/24**

**TO BE APPROVED: 08/20/24**

<b>ACCOUNT NUMBER</b>	<b>CUSTOMER NAME</b>	<b>ADDRESS</b>	<b>WATER ADJUSTMENT</b>	<b>SEWER ADJUSTMENT</b>	<b>ADJUSTMENT TYPE</b>
005201-045613	ELIZABETH HOLMAN	102 FARM VIEW DRIVE UNIT 605	-\$73.13	-\$97.23	INSIDE
200918-037554	ARIES MIDDLEBROOKS	1350 ACCESS ROAD APT. P	-\$364.23	-\$484.27	INSIDE
209583-045399	KATE CORTES	203 NORTHPOINTE BLVD	-\$76.95	-\$86.43	INSIDE
201045-112947	DAVID HOUSTON	2224 DELORES DRIVE	-\$25.92	-\$34.46	INSIDE
203336-029024	STEVE THOMAS	711 SOUTHPOINTE COMMONS LOOP	-\$32.66	-\$43.42	INSIDE
203168-013676	REX H BRUNT	824 UNIVERSITY AVENUE	-\$131.00	-\$174.17	INSIDE
200457-100487	LARRY MCALEXANDER	624 VAN BUREN AVENUE - LANDSCAPE	-\$274.77	X	LANDSCAPE
203982-025408	DAVID STONE	424 MARTIN L KING JR DRIVE APT. E	-\$23.43	-\$62.30	OUTSIDE
006771-048547	MARY WINK	1060 BRIARWOOD DRIVE	X	-\$100.65	SW ONLY
000481-002575	JULIA M THOMPSON	3392 HIGHWAY 334	-\$449.08	X	WT ONLY
208153-107900	BOBBY L VAUGHN	518 HIGHWAY 7 S	-\$44.80	X	WT ONLY
209667-122690	DAVE NICHOLS	702 QUIET VALLEY COVE	-\$298.04	X	WT ONLY
<b>TOTAL:</b>			<b>-\$1,794.01</b>	<b>-\$1,082.93</b>	

**2. Request permission for engineer to attend Ermco Plant Tour in Dyersburg, TN on October 15, 2024. (\$166) (Rob Neely)**

The North Mississippi Public Power Association (NMPPA) engineering group has set up a plant tour at Ermco Transformer Manufacturing Plant in Dyersburg, TN. Brian Hudson, Oxford Utilities Electrical Engineer, would like permission to attend. The purpose of this travel/training is to learn more about the manufacturing process of transformers, specifically those made by Ermco. Additionally, with all the Department of Energy rules regarding transformer efficiency and the supply chain issues surrounding transformers, it's a good time to be more acquainted with how they impact manufacturers. The cost of the travel is estimated to be \$166, which consist of Hotel (\$107) and Meals (\$59).



## OXFORD POLICE DEPARTMENT

**Jeff McCutchen**

*Chief of Police*

**Sheridan Maiden**

*Deputy Chief of Police*

### SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT APPLICATION

In accordance with the City of Oxford, Mississippi Code of Ordinances - Chapter 102, Article XX, Section 102-637- Permit Required, no person shall engage in or conduct any parade or public assembly unless a permit is issued by the Chief of Police.

Application must be submitted to the City Clerk's Office in City Hall at least fourteen (14) days prior to the proposed parade or public assembly. Application fee is due at the time the application is submitted.

---

#### I. Applicant Information:

Name: Visit Oxford

Phone Number: 662-232-2477 E-mail Address: kinney@visitoxfordms.com

Address: 1013 Jackson Avenue East

Oxford \ MS \ 38655  
(City) (State) (Zip Code)

Are you submitting this application on behalf of a business or organization?

Yes  No

If yes, please provide the following information about the business/organization:

Name of Business/Organization: \_\_\_\_\_

Director of Business/Organization: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_\\_\_\_\_\_\\_\_\_\_\_  
(City) (State) (Zip Code)

Name of On-Site Contact Person at Event: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

---

II. Event Information:

Date: Oct. 25, 2024 Start Time: 4:00am End Time: 11:00pm

Type of Event: Square Jam Session Music Event

Event Location Information:

Starting Point Location: same location as Square Jam basketball game

Finish Line Location: \_\_\_\_\_

Detailed Route: OPD similar detail to usual square jam event- block Jackson and route 13th close inner circle during event.

Other Information: Pocket park and lot behind CH for food trucks

Designation of any City of Oxford Facilities and/or Equipment to be Utilized: \_\_\_\_\_

Vault entertainment for equipment/ Wood security for traffic flow

Number of Expected Participants: 2 bands Number of Expected Spectators: 500-800

Spacing Intervals to be Maintained Between Units: N/A

Description of Attention-Getting Devices, Signs, Banners, or Recording Equipment to be

Used by Event: Stage, Lighting, Banners, sound board, etc.

III. Application Fee:

The application fee is \$25.00, and it must be paid at the time the application is submitted.

IV. Police Protection Fee:

As per Chapter 102, Article XX, Section 102-641- Police Protection, the Chief of Police shall determine whether and to what extent additional police protection is reasonably necessary for the parade or public assembly for traffic control and public safety. If additional police protection is deemed necessary by the Chief of Police, the applicant will be solely responsible for this cost and must remit payment prior to the date of the event.

V. Signatures:

Oct. 25, 2024

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved By: Chief of Police, Oxford Police Department

\_\_\_\_\_  
Date

# **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: Yoknapatawpha Arts Council / Wayne Andrews***

***Address: P.O. Box 544 / 413 South 14th Street Oxford, MS 3865***

***Telephone: 662-236-6429***

***Name of Organization: Yoknapatawpha Arts Council***

***Address: 413 South 14th Street , Oxford, MS 38655***

***Telephone: 662-236-6429***

***Organization Director: Wayne Andrews***

***Telephone: 901-237-9091***

***On Site Contact Person: Wayne Andrews***

***Name:***

***Telephone: 901-237-9091***

***Requested Date(s): August 30, 2024***

***Requested Time(s): 6:00pm- 6:30pm***

***Requested Location(s): Lyric Oxford to Powerhouse Community Arts Center***

**Type of Event: Second Line Parade**

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

**Detailed Route Information, Start to Finish:**

**Public will gather inside the The Lyric Oxford and with escort walk with second line band to the Powerhouse Community Arts Center for a concert and art show.**

**Event is free and open to the public - no floats or motorized vehicles except those used by people with a disability**

**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.:**

**Walking musicians and pedestrians in the street down Van Buren and turning onto South 14th Street and entering the Powerhouse**

**Number of expected Spectators: 150**

**Assembly Point and time of Participants: 5pm @ Lyric Oxford**

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

**Costumes, umbrellas and a second line band (drum, trumpet, sousaphone)**

**Special Detail Instructions: We have had a police escort so the people could move from the starting point to the Powerhouse for a community concert**

8/13/2024 4:09

Time

Applicant Date

**Permit Approved By:**

\_\_\_\_\_ Chief of Police Date Time

***Copies To:***

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

***Attachments:***



**OXFORD POLICE DEPARTMENT**

**Jeff McCutchen**

*Chief of Police*

**Sheridan Maiden**

*Deputy Chief of Police*

**SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT APPLICATION**

In accordance with the City of Oxford, Mississippi Code of Ordinances - Chapter 102, Article XX, Section 102-637- Permit Required, no person shall engage in or conduct any parade or public assembly unless a permit is issued by the Chief of Police.

Application must be submitted to the City Clerk's Office in City Hall at least fourteen (14) days prior to the proposed parade or public assembly.

Application fee is due at the time the application is submitted.

---

I. Applicant Information:

Name: Ricky brown  
Phone Number: +16622028552 E-mail Address: Tnt1850@att.net  
Address: 312 Fox Hollow Cove  
Taylor \ MS \ 38673  
(City) (State) (Zip Code)

Are you submitting this application on behalf of a business or organization?

Yes  No

If yes, please provide the following information about the business/organization:

Name of Business/Organization: Communication workers off America  
Director of Business/Organization: Ricky Brown  
Phone Number: +16622028552 E-mail Address: Tnt1850@att.net  
Address: 312 Fox Hollow Cove  
Taylor \ MS \ 38673  
(City) (State) (Zip Code)

Name of On-Site Contact Person at Event: Ricky Brown  
Phone Number: +16622028552 E-mail Address: Tnt1850@att.net

---



II. Event Information:

Date: August 6 2024 Start Time: 7:00am End Time: 4:00pm

Type of Event: Strike against AT&T telecommunications number of days un

Event Location Information:

Starting Point Location: 701 s Lamar Blvd

Finish Line Location: 701 s Lamar Blvd

Detailed Route: Front of building

Other Information: \_\_\_\_\_

Designation of any City of Oxford Facilities and/or Equipment to be Utilized: None

Number of Expected Participants: 20 Number of Expected Spectators: Any

Spacing Intervals to be Maintained Between Units: \_\_\_\_\_

Description of Attention-Getting Devices, Signs, Banners, or Recording Equipment to be

Used by Event: Signs

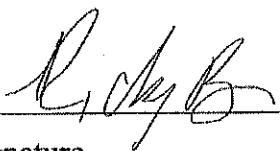
III. Application Fee:

The application fee is \$25.00, and it must be paid at the time the application is submitted.

IV. Police Protection Fee:

As per Chapter 102, Article XX, Section 102-641- Police Protection, the Chief of Police shall determine whether and to what extent additional police protection is reasonably necessary for the parade or public assembly for traffic control and public safety. If additional police protection is deemed necessary by the Chief of Police, the applicant will be solely responsible for this cost and must remit payment prior to the date of the event.

V. Signatures:

 August 6 2024  
Applicant Signature Date

Approved By: Chief of Police, Oxford Police Department Date

# ***OXFORD POLICE DEPARTMENT***

## **Chief of Police**

Chief Jeff McCutchen

### **SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT**

In accordance with City of Oxford Municipal Code, 2008-12, The City of Oxford Police Department does hereby grant the petitioner, permission to hold speaking event on the following date(s), time(s), and location:

**102-640. - Fees.**

A nonrefundable fee of \$25.00 to cover administrative costs of processing the permit shall be paid to the City of Oxford by the applicant when the application is filed.

***Name of Applicant: Jordain Hamill, Assistant Director of Student Activities***

***Address: 218 Student Union Drive University, MS***

***Telephone: 662-915-7940 (work) 601-813-8126 (cell)***

***Name of Organization: Student Activities Association***

***Address: 218 Student Union Drive, University, MS 38677***

***Telephone: 662-915-7940 (work) 601-813-8126 (cell)***

***Organization Director: Jordain Hamill***

***Email: jlang@olemiss.edu***

***On Site Contact Person:***

***Name: Jordain Hamill***

***Telephone: 601-813-8126***

---

***Requested Date(s): Friday September 27<sup>th</sup>, 2024***

***Requested Time(s): 5:15 pm - 7:00 pm***

***Requested Location(s): University Avenue, South Lamar, Courthouse Square***

**Type of Event: *Ole Miss Homecoming Parade***

**Designation of any Public Facilities and / or Equipment to be utilized: *PA system on East Courthouse Lawn for emcee of Homecoming Parade (David Kellum)***

**Detailed Route Information, Start to Finish:**

***Begin in Lyceum Circle; head east on University Avenue; at South Lamar, go north towards Courthouse Square; once on east side of Courthouse, the parade ends; floats and cars will proceed either on South Lamar or Jackson Avenue.***

**Spacing Intervals to be maintained between units of such parade or assembly: *15'***

**Area/Width of Street, Sidewalk, or Public Area to be used by event: *Full street – sidewalk to be used by attendees***

**Expected Number of Participants and/or vehicles, animals, etc.: *35***

**Number of expected Spectators: *2,000 along parade route***

**Assembly Point and time of Participants: *Lyceum Circle and Galtney Lott Plaza***

- Floats may begin arriving at 3:00 p.m. and must be parked by 3:45 p.m.***
- Convertibles may begin arriving at 3:00 p.m. and must be parked by 4:15 p.m.***
- Riders may begin arriving at 4:30 and must be checked in by 4:50 p.m.***

**Description of any type of recording equipment, signs, banners, attention getting devices to be used for the event: *PA System of East Courthouse Lawn***

---

**Special Detail Instructions:**

<b><i>Jordain Hamill</i></b>	<b><i>08/06/2024</i></b>	<b><i>8:00 AM</i></b>
_____ Applicant	_____ Date	_____ Time

**Permit Approved By:**

_____ Chief of Police	_____ Date	_____ Time
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## OXFORD POLICE DEPARTMENT

Jeff McCutchen  
Chief of Police  
Sheridan Maiden  
Deputy Chief of Police

### SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT APPLICATION

In accordance with the City of Oxford, Mississippi Code of Ordinances - Chapter 102, Article XX, Section 102-637- Permit Required, no person shall engage in or conduct any parade or public assembly unless a permit is issued by the Chief of Police.

Application must be submitted to the City Clerk's Office in City Hall at least fourteen (14) days prior to the proposed parade or public assembly. Application fee is due at the time the application is submitted.

#### I. Applicant Information:

Name: Ashley Callery  
Phone Number: 662-801-1946 E-mail Address: accallery@gmail.com  
Address: 27 CR 2052  
Oxford | MS. | 38655  
(City) (State) (Zip Code)

Are you submitting this application on behalf of a business or organization?

Yes  No

If yes, please provide the following information about the business/organization:

Name of Business/Organization: Witches Ride of Oxford  
Director of Business/Organization: Ashley Callery  
Phone Number: 662-801-1946 E-mail Address: accallery@gmail.com  
Address: 27 CR 2052  
Oxford | MS. | 38655  
(City) (State) (Zip Code)

Name of On-Site Contact Person at Event: Ashley Callery  
Phone Number: 662-801-1946 E-mail Address: accallery@gmail.com

II. Event Information:

Date: 10/21/24 Start Time: 6:30 End Time: 7:15

Type of Event: Fundraiser to benefit the Pantry of Oxford

Event Location Information:

Starting Point Location: Mid-town Shopping Center

Finish Line Location: Mid-town Shopping Center

Detailed Route: Mid-town shopping up N. Lamar - turn

right at Yaya's, left at St. Peters, left onto Van Buren to square,

Other Information: ride in front of Neilson's then left and back down

Designation of any City of Oxford Facilities and/or Equipment to be Utilized: N. Lamar

Number of Expected Participants: 200/250 Number of Expected Spectators: 400

Spacing Intervals to be Maintained Between Units: \_\_\_\_\_

Description of Attention-Getting Devices, Signs, Banners, or Recording Equipment to be

Used by Event: NONE

III. Application Fee:

The application fee is \$25.00, and it must be paid at the time the application is submitted.

IV. Police Protection Fee:

As per Chapter 102, Article XX, Section 102-641- Police Protection, the Chief of Police shall determine whether and to what extent additional police protection is reasonably necessary for the parade or public assembly for traffic control and public safety. If additional police protection is deemed necessary by the Chief of Police, the applicant will be solely responsible for this cost and must remit payment prior to the date of the event.

V. Signatures:

Ashley Callery  
Applicant Signature

8/8/2024  
Date

Approved By: Chief of Police, Oxford Police Department

Date

Same as last yr.

**PAYMENT DATE**  
08/09/2024  
**COLLECTION STATION**  
Station 1  
**RECEIVED FROM**  
ASHLEY CALLERY

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

**BATCH NO.**  
2024-00000841  
**RECEIPT NO.**  
2024-00004130  
**CASHIER**  
Daphanie Vaughn

**DESCRIPTION**  
WITCHES RIDE OF OXFORD (FUNDRAISER TO BENEFIT THE PANTRY) ON 10/21/2024

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT																														
OPD	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 style="text-align: right;"><b>Payments:</b></p>	<table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Type</th> <th style="text-align: left;">Detail</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>Check</td> <td>6795</td> <td style="text-align: right;">\$25.00</td> </tr> <tr> <td colspan="2"><b>Total Cash</b></td> <td style="text-align: right;"><b>\$0.00</b></td> </tr> <tr> <td colspan="2"><b>Total Check</b></td> <td style="text-align: right;"><b>\$25.00</b></td> </tr> <tr> <td colspan="2"><b>Total Charge</b></td> <td style="text-align: right;"><b>\$0.00</b></td> </tr> <tr> <td colspan="2"><b>Total Wire</b></td> <td style="text-align: right;"><b>\$0.00</b></td> </tr> <tr> <td colspan="2"><b>Total Other</b></td> <td style="text-align: right;"><b>\$0.00</b></td> </tr> <tr> <td colspan="2"><b>Total Remitted</b></td> <td style="text-align: right;"><b>\$25.00</b></td> </tr> <tr> <td colspan="2"><b>Change</b></td> <td style="text-align: right;"><b>\$0.00</b></td> </tr> <tr> <td colspan="2"><b>Total Received</b></td> <td style="text-align: right;"><b>\$25.00</b></td> </tr> </tbody> </table>	Type	Detail	Amount	Check	6795	\$25.00	<b>Total Cash</b>		<b>\$0.00</b>	<b>Total Check</b>		<b>\$25.00</b>	<b>Total Charge</b>		<b>\$0.00</b>	<b>Total Wire</b>		<b>\$0.00</b>	<b>Total Other</b>		<b>\$0.00</b>	<b>Total Remitted</b>		<b>\$25.00</b>	<b>Change</b>		<b>\$0.00</b>	<b>Total Received</b>		<b>\$25.00</b>	
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<b>Total Received</b>		<b>\$25.00</b>																														
<b>Total Amount:</b>		<b>\$25.00</b>																														

Customer Copy

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**ORDINANCE 2024-**

**AN ORDINANCE **AMENDING CHAPTER 82 PEDDLERS** OF THE CITY OF OXFORD CODE OF ORDINANCES PRESCRIBING THE PROHIBITIONS OF CRIMINAL LOITERING AND AGGRESSIVE SOLICITATION AND ASSESSING THE PENALTIES FOR VIOLATION OF EACH**

**WHEREAS**, pursuant to Miss. Code Ann. § 21-19-15 (1972, as amended), the governing authorities of municipalities shall have power to make all needful police regulations necessary for the preservation of good order and peace of the municipality and to prevent injury to, destruction of, or interference with public or private property; and

**WHEREAS**, pursuant to Miss. Code Ann. § 21-37-3 (1972, as amended), the governing authorities of municipalities shall have the power to exercise full jurisdiction in the matter of streets, sidewalks, public infrastructure, and parks; and

**WHEREAS**, the City of Oxford Code of Ordinances contains provisions concerning the prohibition of certain conduct in public or private spaces that are deemed to pose a danger to the general public, health, safety and welfare, including the prohibitions on the discharge of weapons, large assemblies that interfere with public travel and the riding of scooters on public sidewalks; and

**WHEREAS**, the City of Oxford does not currently have an ordinance, nor is there any Mississippi law that generally prohibits the standing, lurking, loitering of positioning of oneself in certain designated places in any manner restricting the free flow of pedestrian and vehicular traffic, endangering themselves, the public or any public safety personnel, or creating reasonable fear of danger to the personal safety and welfare of the immediate community; and

**WHEREAS**, there is additionally no ordinance nor state law that generally prohibits the acts associated with aggressive solicitation that are detrimental to the public health, safety and welfare such as using intimidating or coercive conduct, soliciting from individuals under the age of 18, soliciting from individuals while those individuals are especially vulnerable, or where solicitation may interfere with the flow of pedestrian or vehicular traffic; and

**WHEREAS**, the City of Oxford has seen an increase in cases of loitering and aggressive solicitation activity at or near heavily traveled public streets, entryways to public establishments, and on private properties, and such conduct poses a significant threat to the public health, safety and welfare; and

**WHEREAS**, the City of Oxford has a necessary interest in protecting the health and safety of the public, public safety personnel, and individuals that lawfully assemble in public and private places by negating the risks posed by loitering and aggressive solicitation upon vehicular and pedestrian traffic, waterways, private establishments, railroads, and other public and private spaces; and

**WHEREAS**, the provisions adopted hereby are narrowly tailored to achieve the necessary interests stated above.



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**NOW, THEREFORE BE IT ORDAINED** by the governing authorities of the City of Oxford, Mississippi, the following, to-wit:

**SECTION I.** The prefatory findings of this Ordinance are hereby accepted, incorporated herein and found to be a proper exercise of the policing power of the City of Oxford, Mississippi.

**SECTION II. That the Municipal Code of Ordinances, Oxford, Mississippi, is hereby amended to read as follows:**

## **Chapter 82 Peddlers, Criminal Loitering & Aggressive Panhandling**

### **Article I. – Peddlers**

#### **Sec. 82-1. Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Peddler*, means any person who engages in the business of selling any goods, wares, merchandise or services, or who solicits orders for such goods, wares, merchandise or services by going from house to house, or place to place, and who does not have a permanent place of business in the city and is not employed by any person having a permanent place of business in the city; provided, however, the term "peddler" shall not include persons selling, distributing or soliciting orders for newspapers or selling, distributing or soliciting orders for milk, dairy products, vegetables, poultry, eggs and other farm and garden produce raised by the vendor or members of his family so far as the sale of such commodities is authorized by law.

(Code 1968, § 21-1; Ord. of 12-5-1967, § 1)

#### **Sec. 82-2. Exceptions to chapter provisions.**

The provisions of this chapter shall not apply to solicitations, sales or distributions made by charitable, educational or religious organizations which have their principal place of activity in the city.

(Code 1968, § 21-2; Ord. of 12-5-1967, § 2)

#### **Sec. 82-3. Privilege taxes, permit, bond required.**

Peddlers shall pay all privilege taxes required by state law obtain a permit in the manner hereinafter provided and furnish a good and sufficient penal bond in the amount of \$2,000.00, conditioned that if said peddlers shall comply with the provisions of this chapter and other

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chapters relating to them, said obligation shall be void, otherwise to remain in full force and effect.

(Code 1968, § 21-3; Ord. of 12-5-1967, § 3)

**Sec. 82-4. Permit application.**

Applicants for peddlers' permits shall file with the city clerk a sworn application giving the following information:

- (1) Name and description of applicant;
- (2) Address, legal and local;
- (3) A brief description of the nature of the business and the goods to be sold;
- (4) If employed, the name and address of the employer, together with credentials establishing the exact relationship;
- (5) If a vehicle is to be used, a description of the same, together with license number or other means of identification;
- (6) A photograph of the applicant, taken within 60 days immediately prior to the date of the filing of the application, which picture shall be two inches by two inches showing the head and shoulders of the applicant in a clear and distinguishing manner;
- (7) Evidence as to the good character and business responsibility of the applicant as will enable an investigator to properly evaluate such character and business responsibility;
- (8) A statement as to whether or not the applicant has been convicted of any crime, misdemeanor, or violation of any municipal ordinance, the nature of the offense and the punishment or penalty assessed therefor;
- (9) A statement by a reputable physician, dated not more than ten days prior to submission of the application, certifying the applicant to be free of infectious, contagious, or communicable disease.

(Code 1968, § 21-4; Ord. of 12-5-1967, § 4)

**Sec. 82-5. Investigation of applicant, issuance of permit.**

- (a) Upon receipt of such application, the original shall be referred to the chief of police, who shall cause such investigation of the applicant's business and moral character to be made as he deems necessary for the protection of the public good. If, as a result of such investigation, the applicant's character or business responsibility is found to be unsatisfactory, the chief of police shall endorse on such application his disapproval and his reasons for the same, and return said application to the clerk, who shall notify the applicant that his application is disapproved and that no permit will be issued.

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- (b) If, as a result of such investigation, the character and business responsibility of the applicant are found to be satisfactory, the chief of police shall endorse on the application his approval, execute a permit addressed to the applicant for the carrying on of the business applied for and return said permit, along with the application to the clerk, who shall, upon payment of the prescribed privilege license fee, deliver to the applicant his permit and issue a license.
  - (c) Such permit shall contain the signature and seal of the issuing officer and shall show the name, address and photograph of said permittee, the class of permit and license issued and the kind of goods to be sold thereunder, the date of issuance and the length of time the same shall be operative, as well as the license number and other identifying description of any vehicle used in such peddling. The clerk shall keep a permanent record of all permits issued.

(Code 1968, § 21-5; Ord. of 12-5-1967, § 5)

**Sec. 82-6. Permits not transferable.**

No peddler's permit shall be used at any time by any person other than the one to whom it was issued.

(Code 1968, § 21-6; Ord. of 12-5-1967, § 6)

**Sec. 82-7. Display of permit.**

Every peddler permitted to engage in business under the provisions of this chapter within the city shall display his permit upon the request of any person, and failure so to display such permit shall be deemed a misdemeanor.

(Code 1968, § 21-7; Ord. of 12-5-1967, § 7)

**Sec. 82-8. Altering permits prohibited.**

It shall be unlawful for any person to alter or deface any permit issued under the provision of this chapter.

(Code 1968, § 21-8; Ord. of 12-5-1967, § 8)

**Sec. 82-9. Expiration of permits.**

Unless otherwise provided, all peddlers' permits shall expire one year from the date of issuance.

(Code 1968, § 21-9; Ord. of 12-5-1967, § 9)

**Sec. 82-10. Revocation of permits.**

- (a) Peddlers' permits may be revoked by the mayor and board of aldermen after notice and hearing, for any of the following causes:
  - (1) Fraud, misrepresentation, or false statement contained in the application for a permit;
  - (2) Fraud, misrepresentation or false statement made in the course of carrying on his business as a peddler;
  - (3) Any violation of any chapter;
  - (4) Conviction of any crime;
  - (5) Conducting the business of peddling in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety, or general welfare of the public.
- (b) Notice of the hearing for revocation of a permit shall be given in writing, setting forth specifically the grounds of the complaint and the time and place of the hearing. Such notice shall be mailed, postage prepaid, to the permittee at his last known address at least five days prior to the date set for hearing.

(Code 1968, § 21-10; Ord. of 12-5-1967, § 10)

**Sec. 82-11. Appeals.**

Any person aggrieved by the action of the chief of police or the clerk in the denial of an application for a peddler's permit or in the decision with reference to the revocation of a peddler's permit as provided herein shall have the right of appeal to the mayor and board of aldermen. Such appeal shall be taken by filing with the board within 14 days after notice of the action complained of has been mailed to such person's last known address, a written statement setting forth fully the grounds for the appeal. The board shall set a time and place for a hearing on such appeal and notice of such hearing shall be given to the appellant in the same manner as provided for notice of hearing on revocation.

(Code 1968, § 21-11; Ord. of 12-5-1967, § 11)

**Sec. 82-12. Peddler refusing to leave.**

Any peddler or hawker of goods or merchandise who enters upon premises owned or leased by another and willfully refuses to leave said premises after having been notified by the owner or possessor of said premises, or his agent, to leave the same, shall be deemed guilty of a misdemeanor.

**Sec. 82-13 – 82-29 Reserved**

## Article II. - Criminal Loitering

### Sec. 82-30 Criminal Loitering

A person commits the offense of criminal loitering if the person:

- (a) Stands, lurks, loiters, or positions themselves, or causes a minor under their supervision to stand, lurk, loiter or position themselves within or upon the following places in any manner restricting the free flow of pedestrian and vehicular traffic, endangering themselves, the public or any public safety personnel, or creating reasonable fear of danger to the personal safety and welfare of the immediate community:
  - (1) In front of any private driveway, or any portion thereof in any manner that may obstruct the ingress and egress to and from such private driveway;
  - (2) On any private property, unless such person has actual permission from the property owner, or their duly authorized agent, to be present on the property;
  - (3) Upon any sidewalk, alley or public space as to cause an interference with the normal operations of any business or office;
  - (4) Within or about the driving lane of any public road, street, or highway including any crosswalk or bicycle lane;
  - (5) Along any creek, ditch, or waterway;
  - (6) Within fifty (50) feet of the intersection of two or more streets, including on-ramps and off-ramps, when any street thereof has an Average Daily Traffic Count exceeding two thousand (2,000) vehicles;
  - (7) Within twenty-five (25) feet of any street right of way, including the on-ramps and off-ramps thereof, when such street has an Average Daily Traffic Count exceeding two thousand (2,000) vehicles;
  - (8) Within twenty-five (25) feet of any street right of way, including the on-ramps and off-ramps thereof, when such street has a designated speed limit in excess of 35 miles per hour.
  - (9) Within thirty (30) feet upon the approach to any flashing beacon, stop sign, or other traffic-control signal located at the side of a roadway;
  - (10) Within twenty-five (25) feet of the centerline of any railroad;
  - (11) Alongside or opposite any street or right-of-way construction zone or other roadway obstruction;
  - (12) Upon any bridge, or other elevated structure upon a street, or within a street tunnel;
  - (13) At any place where official signs prohibit such activity;
  - (14) Within or about any government building when not otherwise engaged in any lawful conduct; or
  - (15) At any other place where doing so may obstruct the free flow of traffic and pedestrians, endanger the public safety and welfare, or create reasonable fear of danger to the personal safety and welfare of the immediate community.

(16) For this section, Average Daily Traffic Count shall be defined as the quotient of the total traffic volume recorded during any given period and divided by the total number of days in that period. The period for recording such a traffic count shall never be less than 48 consecutive hours.

- (b) Any person committing the offense of criminal loitering as defined by this chapter shall be guilty of a misdemeanor, and upon conviction thereof for a first offense, shall receive a fine not to exceed \$250, or imprisoned for a period not to exceed 1-month, or both, For each subsequent conviction, the offender shall receive a fine not to exceed \$500, or imprisoned for a period of up to 90-days, or both.

#### **Sec. 82-31 – 82-39 Reserved**

### **Article III. – Aggressive Panhandling**

#### **Sec. 82-40 Aggressive Panhandling**

- (a) Definitions. In this section, the following definitions apply:

***Aggressive Manner, Aggressive Behavior or Aggressively*** means:

- (1) Using violent or threatening gestures toward a person;
- (2) Continuing to solicit from a person after the person has given a negative response to such soliciting;
- (3) Intentionally touching or causing physical contact with another person without that person's consent while soliciting;
- (4) Intentionally blocking or interfering with the safe or free passage of a pedestrian or vehicle by any means, including causing a pedestrian or vehicle operator to take evasive action to avoid physical contact;
- (5) Soliciting money from anyone who is waiting in line for tickets, for entry to a building or for any other purpose;
- (6) Approaching or following a person for solicitation individually or as part of a group of two or more persons, in a manner and with conduct, words, or gestures intended or likely to cause a reasonable person to fear imminent bodily harm or damage to or loss of property or otherwise to be harassed or intimidated into giving money or other thing of value;
- (7) Soliciting, begging or panhandling of minors less than 18 years of age; or
- (8) While also being in violation of the provisions of Section 19-6 of this Code.

***Automated Teller Machine.*** A device, linked to a bank or financial institution's account records, which can carry out transactions, including, but not limited to account transfers, deposits, cash withdrawals, balance inquiries, and mortgage and loan payments which are made available to banking customers.

***Bank.*** A bank, savings bank, savings and loan association, credit union, trust company, or similar financial institution.

**Check Cashing Business.** An entity in the business of cashing checks, drafts, or money orders for consideration.

**Parking Meter or Parking Pay Station.** A location on a street, parking lot or parking garage where people pay, for parking by either cash or credit, to a person or at a machine or other device designed to accept payment for parking.

**Private Building.** Shall be deemed to include, but is not limited to, retail or service establishments, such as restaurants, convenience food stores, laundromats, service stations, hotels, offices, and similar privately owned establishments open to the public. This term does not include any building owned, leased or operated by the federal or state government, political subdivisions thereof, municipalities, special districts, any public administration board or authority of the state.

**Public Area.** An area to which the public has access and includes, but is not limited to, the common area of a hospital, apartment house, office building, transport facility, shop, basement, building entrance or doorway, lobby, hallway, stairway, mezzanine, elevator, foyer, public restroom or sitting room or any other place used in common by the public, tenants, occupants or guests situated in any private building.

**Public Place.** A place to which a governmental entity has title to which the public has access, including, but not limited to any street, highway, sidewalk, walkway, parking lot, plaza, transportation facility, school, place of amusement, park, or playground.

**Solicit, Ask, Beg or Panhandle.** To request, by the spoken, written, or printed word, or by other means of communication an immediate donation or transfer of money or another thing of value from another person, regardless of the solicitor's purpose or intended use of the money or other thing of value, and regardless of whether consideration is offered, or to advertise or market anything of value in an Aggressive Manner as to coerce potential customers to take action.

- (b) A person commits the offense of aggressive panhandling if the person solicits or markets:
- (1) In an Aggressive Manner in any place; or
  - (2) Within 20 feet of the following areas where the public is considered vulnerable or where solicitation would interfere with the flow of pedestrian or motor vehicle traffic:
    - i. An automated teller machine;
    - ii. The entrance or exit of a bank;
    - iii. The entrance or exit of a check cashing business;
    - iv. An authorized charitable contribution activity;
    - v. A parking meter or parking pay station on a street;
    - vi. A public parking garage or parking lot pay station;
    - vii. The entrance, exit or outdoor seating area of a restaurant, or the service area of an outdoor eating establishment;

- viii. In a bus, at a bus station or stop, or at a facility operated by a transportation authority for passengers including but not limited to any school bus stop;
  - ix. An entrance of a commercial building;
  - x. Within fifty (50) feet from any land owned by a public or private school and used in whole or in part for providing education services to any children 18 years of age and younger;
  - xi. Within ten (10) feet of a gas station, liquor store, or convenience store property;
  - xii. In a public restroom; or
  - xiii. At a public event that is operating by permit issued by the city at or on any city property as defined in the city code.
- (3) The solicitation of contributions while standing on a traffic median, shoulder, improved shoulder, sidewalk, or the improved portion of the roadway from occupants of any vehicle on a roadway, street or thoroughfare shall only be permitted in compliance with applicable terms and conditions set out in this Code, provided that such solicitations are not in an aggressive manner as defined in this section.

(c) *Private property.*

- (1) No person may solicit, ask, beg or panhandle on private property or residential property without permission from the owner or occupant.
- (2) It shall be unlawful for any person to:
  - i. Solicit, ask, beg or panhandle, as those terms are defined in this section, in any public room in any private building, without the written permission or consent of the building's owner or managing and authorizing agent. For enforcement of this subsection, it is presumed that if the owner, lessee, managing agent or other person in charge of a building prominently displays a sign as provided in subsection (iii), then the activities declared unlawful in this section are deemed to be without the permission or consent of the building's owner, lessee, managing agent or other person.
  - ii. Solicit, ask, beg or panhandle, as those terms are defined in this chapter, on any private property where the owner, lessee, managing agent or other person in charge of such property displays a sign as provided in subsection (iii).
  - iii. *Conspicuous notice.* To invoke the protections afforded under this section, each owner, lessee, managing agent or person in charge of the operation of a private building or private property shall prominently display a sign on the premises, such as the lobby or entrance of the private building or private property, where it may be read by any person going in or out of the building or private developed property stating



generally: "NO PANHANDLING PERMITTED SEC. 82 CITY OF OXFORD CODE OF ORDINANCES" "NO SOLICITORS" or "NO SOLICITATION."

- (d) Any person who engages in any activity specified in subsection (b) or (c) shall be guilty of a misdemeanor punishable by a fine not exceeding \$1,000, or imprisonment for a period not to exceed 90-days, or both.

**Sec. 82-41 – 82-49 Reserved**

**SECTION III. REPEALING CLAUSE**

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

**SECTION IV. EFFECTIVE DATE**

All ordinances shall take effect and be in force as provided by law.

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

Alderman Addy	voted
Alderman Huelse	voted
Alderman Hyneman	voted
Alderman Howell-Atkinson	voted
Alderman Taylor	voted
Alderman Bailey	voted
Alderman Crowe	voted

APPROVED, this day the \_\_\_\_\_ of \_\_\_\_\_, 2024.

\_\_\_\_\_

ROBYN TANNEHILL, MAYOR

\_\_\_\_\_

ASHLEY ATKINSON, CITY CLERK

**3. Consider bids for Old Taylor Road Substation Civil Project and award contract to Bluff City Construction Co. (Rob Neely)**

Oxford Utilities received permission from the Board of Aldermen on June 4, 2024 to advertise and bid the Old Taylor Road Substation Civil Project. The purpose of this project is to complete the civil type work (retaining wall and driveway relocation) within the substation that will allow for a voltage regulator installation project in the future. The project was included in the FY2025 Oxford Utilities Electric Division budget. The bids were opened at 2PM on Thursday, July 18, 2024.

Our electrical engineering consultant, Scott Bureson of Allen and Hoshall, P.A., has analyzed and tabulated the bids. I have included a recommendation letter and bid tabulation for your review. The lone bid of \$399,893.35 was submitted by Bluff City Construction Co and was well under the budgeted amount of \$600,000, therefore I recommend you award the contract.



**Allen&Hoshall**

1661 International Drive, Suite 100  
Memphis, Tennessee 38120  
Office 901.820.0820  
Fax 901.683.1001  
www.allenhoshall.com

**BID TABULATION**

**CIVIL SITE PACKAGE**

**FOR**

**OLD TAYLOR ROAD SUBSTATION CIVIL SITE PACKAGE  
OXFORD UTILITIES  
OXFORD, MS**

**BID OPENING: 07/18/2024**

Bidder

Total Bid Price

**Bluff City Construction Co.**

**\$399,893.35**

Engineers Recommendation in **Bold**



**Allen&Hoshall**

1661 International Drive, Suite 100  
Memphis, Tennessee 38120  
Office 901.820.0820  
Fax 901.683.1001  
www.allenhoshall.com

July 29, 2024

Mr. Rob Neely, P.E.  
Oxford Utilities  
300 McElroy Drive  
Oxford, MS 38655

**RE: Site Package Unit  
Old Taylor Road Substation Civil Site Package**

Dear Mr. Neely:

We have evaluated the bids on the above referenced project. After careful consideration and evaluation, we recommend you accept the bid of \$399,893.35 from Bluff City Construction Co. for the Old Taylor Road Substation Civil Site Package.

Enclosed is the bid tabulation.

After approval, please let us know and we will instruct Bluff City Construction, Co. to proceed with the procurement of the insurance and bonds.

If there are any questions or you need additional information, please contact me at 901.261.4639.

Sincerely,

**Allen & Hoshall**

Scott Burleson, P.E.  
sburleson@allenhoshall.com

cc: Brian Hudson, P.E., Oxford  
Bret Fisher, P.E., AH

**4. Authorize mayor to sign amendment to Landis + Gyr Software as a Service Agreement.  
(Rob Neely)**

Oxford Utilities received a request from our Software as a Service Provider, Landis+Gyr, to consider the attached first amendment to the service agreement, which was signed in 2016. The amendment addresses provisions that were not included in the original agreement, which include; breach of confidentiality, downtime, data privacy, harmful code, and others. This service is key to our ability to collect and use customer usage data from our automated meter infrastructure (AMI) system. Now that we have electric and water customers on the AMI system, we have been able to address key issues (high bills, theft, leaks, etc.), therefore it is important to maintain this service. I have attached the amendment for your review.

I request that the board authorize the mayor be allowed to sign the amendment so we can continue to use Landis+Gyr for this service.

# FIRST AMENDMENT TO THE SOFTWARE AS A SERVICE AGREEMENT

This First Amendment (this “**First Amendment**”) to the Software as a Service Agreement dated June 9, 2015 (the “**Original Agreement**”, together with this First Amendment, the “**Agreement**”), by and between Landis+Gyr Technology, Inc. (“**Landis+Gyr**”), and City of Oxford (“**Customer**”), is effective as of the last signature date below (“**Effective Date**”).

Capitalized terms used, but not defined, herein shall have the meaning provided to them in the Agreement.

NOW THEREFORE in consideration of the good and valuable mutual promises and other consideration described herein, the sufficiency of which is hereby acknowledged, Customer and Landis+Gyr agree to modify the Agreement as follows:

1. The Agreement is amended as follows:

(a) The following definitions are added to **Section 1. Definitions**:

“**Applicable Data Privacy Laws**” means all applicable local, state, national and foreign laws that apply to the processing of Personal Data processed by Landis+Gyr to render the Services for the Customer, including but not limited to, laws of the European Union and/or their member states, Switzerland and United Kingdom as they may be amended from time to time and in particular, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or “GDPR”).

“**Cloud Software**” means cloud-based software to which Customer is provided access as part of the SaaS Service, including any updates or new versions.

“**Error**” has the meaning set forth in Schedule A.

“**Error Correction**” has the meaning set forth in Schedule A.

“**Export Control Laws**” means all applicable export and re-export control laws and regulations, including (a) the Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce, (b) trade and economic sanctions maintained by the U.S. Treasury Department’s Office of Foreign Assets Control, and (c) the International Traffic in Arms Regulations (“ITAR”) maintained by the U.S. Department of State.

“**Harmful Code**” means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Services or Landis+Gyr Systems as

intended by this Agreement. Harmful Code does not include any Landis+Gyr Disabling Device.

“**High Risk Activities**” means activities where the use or failure of the Services would reasonably be expected to result in death, serious personal injury or severe environmental or property damage (such as the creation or operation of weaponry).

“**Improvements**” means enhancements, extensions, modifications and new releases to the SaaS Services (other than Error Corrections) that Landis+Gyr elects to incorporate into the SaaS Service, and for which Landis+Gyr does not charge an additional fee.

“**Personal Data**” or “**PII**” means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“**Security Incident**” is an event that may indicate that an organization's systems, networks, or data have been compromised or that measures put in place to protect them have failed. With respect to the information technology space, an event is anything that has significance for system hardware or software and an incident is an event that disrupts normal operations. Items included, but not limited to: malware infection, distributed denial of service attacks, unauthorized access, insider breaches, destructive attacks, unauthorized privilege escalation, loss or theft of equipment.

“**Security Breach/Data Breach**” per NIST Special Publication (SP) 800-53. Definition: A data breach refers to any confirmed incident in which sensitive, confidential, or otherwise protected data has been accessed or disclosed in an unauthorized fashion. If a security incident results in unauthorized access to data, it can typically be classified as a security breach.

“**Suspend**” or “**Suspension**” means disabling or limiting access to or use of the SaaS Services or components of the SaaS Services.

(b) The following are added:

2.8 Aggregated Statistics. Landis+Gyr may compile Aggregated Statistics based on Customer Data input into the SaaS Service. Customer agrees that Landis+Gyr may use Aggregated Statistics to the extent and in the manner permitted under applicable Law, provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

3.5 Privacy. Customer is responsible for any consents and notices required to permit (a) Customer’s use and receipt of the Services and (b) Landis+Gyr’s accessing, storing and processing of data provided by Customer (including Customer Data, if applicable) under the Agreement. Customer shall comply with all applicable local, state, national and foreign laws in connection with its use of the SaaS Services, including those laws related to data privacy and the transmission of technical or personal data. Customer acknowledges that Landis+Gyr

exercise no control over the content of the information transmitted by Customer through the SaaS Services.

4.2 (j), (k), and (l) are added to 4.2 Authorization Limitations and Restrictions.

(j) engage in cryptocurrency mining without Landis+Gyr's prior written approvals;

(k) to transmit, store or process health information subject to the United States HIPAA regulations;

(l) access or use of the Services for High Risk Activities; or

10.3 is added

NOTWITHSTANDING ANY LIMITATION OF LIABILITY OR OTHER INDEMNIFICATION OBLIGATIONS CONTAINED IN THE AGREEMENT, LANDIS+GYR'S LIABILITY FOR DAMAGES AS A RESULT OF A SECURITY BREACH OF LANDIS+GYR'S PROTECTION OF CONFIDENTIAL INFORMATION OBLIGATIONS SET FORTH IN THE CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT RESULTING IN AN UNAUTHORIZED DISCLOSURE OF CUSTOMER'S OR CUSTOMER'S END USER'S PERSONAL DATA AND THAT RESULTS IN A LOSS OR DAMAGE SHALL BE LIMITED TO THREE TIMES (3X) THE FEES PAID OR PAYABLE BY CUSTOMER TO LANDIS+GYR DURING THE TWELVE (12) MONTH PERIOD PRIOR TO ANY INCIDENT UNDER WHICH THE LIABILITY ARISES. SUBJECT TO THE LIMITATION ON LIABILITY FOR AN UNAUTHORIZED DISCLOSURE OF PERSONAL DATA SET FORTH ABOVE, LANDIS+GYR AGREES TO REIMBURSE CUSTOMER FOR ALL LOSSES RESULTING FROM ANY DISCLOSURE OF PII DUE TO NEGLIGENCE OR WILLFUL MISCONDUCT BY LANDIS+GYR, ITS AGENTS, ITS AFFILIATES, OR ANY SUBPROCESSOR RETAINED BY LANDIS+GYR, INCLUDING BUT NOT LIMITED TO REASONABLE COSTS ASSOCIATED WITH INVESTIGATING THE UNAUTHORIZED DISCLOSURE, ATTORNEY AND CONSULTANT FEES, EXPENSES THAT ARE ASSOCIATED WITH MAKING LEGALLY REQUIRED NOTICES RELATED TO THE SECURITY BREACH, OR PROVIDING LEGALLY REQUIRED SUPPORT (INCLUDING CREDIT MONITORING AND CALL CENTERS) TO IMPACTED INDIVIDUALS, LEGAL DAMAGES, GOVERNMENT PENALTIES AND/OR MITIGATION EXPENSES.

(c) Schedule A, Service Level Agreement and Support Services is deleted in its entirety and replaced with a new and restated Schedule A.

(d) Schedule B, Service Order No. 1 and Pricing is deleted in its entirety and replaced with a new and restated Scheduled B.

2. Full Force and Effect. Except as expressly set forth in this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

3. Entire Agreement. This First Amendment, along with the Agreement, constitutes the final and entire Agreement between the parties respecting the subject matter hereof and thereof and any oral or written representation, warranty, course of dealing or trade usage not contained or referenced



herein shall not be binding on the parties. Each party agrees it has not relied upon or been induced by any representation of the other party not contained in this First Amendment.

4. Precedence. In the event of a conflict between the terms of this First Amendment and the Agreement, the terms of the First Amendment shall control.
5. Signatures. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Facsimile signatures, signatures on an electronic image (such as .pdf or .jpg format), and electronic signatures shall be deemed to be original signatures. Each person executing this Agreement warrants that he is authorized to do so on behalf of the party for whom he/she signs this First Amendment.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment as of the First Amendment Effective Date.

**Landis+Gyr Technology, Inc.**

**City of Oxford**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Landis+Gyr Technology, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SCHEDULE A**  
**SERVICE LEVEL AGREEMENT**  
**AND**  
**SUPPORT SERVICES**

All capitalized terms that are not defined in this Schedule will have the respective meanings given to such terms in the SaaS Agreement.

1. Definitions. For purposes of this Schedule the following terms have the meanings set forth below.

“**Error**” means any reproducible material error or defect in the SaaS Services that causes it not to conform in material respects to the Documentation.

“**Error Corrections**” means modifications that correct Errors.

“**Service Levels**” means the defined Error severity levels and corresponding required service level responses and response times referred to in the Service Level Table.

“**Service Level Table**” means the table set out in Section 2.4.

“**Support Period**” means the Service Order Term as set forth in the applicable Service Order.

1. Availability Requirement. Subject to the terms and conditions of the SaaS Agreement and this Schedule, Landis+Gyr will use commercially reasonable efforts to make the SaaS Services Available, as measured over the course of each calendar month during the Support Period and any additional periods during which Landis+Gyr does or is required to perform any SaaS Services(each such calendar month, a “**Service Period**”), at least 99.5% of the time, excluding only the time the SaaS Services are not Available solely as a result of one or more Exceptions (“**Availability Requirement**”). “**Available**” means the SaaS Services are available and operable for normal access and use by Customer and its Authorized Users over the Internet in material conformity with the Documentation.

1.1 Exceptions. No period of SaaS Service degradation or inoperability will be included in calculating Availability Requirement to the extent that such downtime or degradation is due to any of the following (“**Exceptions**”):

- (a) Customer's use of the SaaS Services not in accordance with Permitted Uses;
- (b) failures of Customer's or its Authorized Users' Internet connectivity;
- (c) internet or other network traffic problems other than problems arising in or from networks actually or required to be provided or controlled by Landis+Gyr or its Subcontractor;
- (d) Customer's or any of its Authorized Users' failure to meet any minimum hardware or software requirements set forth in the Documentation;
- (e) Force Majeure Event;

- (f) Failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by Landis+Gyr pursuant to the SaaS Agreement or this Schedule.
- (g) Scheduled Downtime;
- (h) Suspension or termination of the SaaS Services pursuant to Section 3.4 of the SaaS Agreement; or
- (i) Time down required to install an emergency patch for a security vulnerability or similar emergency.

2. Support and Maintenance Services. Landis+Gyr will provide Landis+Gyr's standard maintenance and support services for the SaaS Services (collectively, "**Support Services**") during the support hours throughout the Support Period in accordance with the terms and conditions of this Schedule and the SaaS Agreement. The Support Services are included in the Services, and Landis+Gyr will not assess any additional fees, costs or charges for such Support Services.

2.1 Support Service Responsibilities. Landis+Gyr will:

- (a) respond to Support Requests in accordance with the Service Levels;
- (b) provide responsive telephone or email support as set forth in Section 3.6.
- (c) Provide online access to technical support bulletins and other user support information and forums, to the full extent Landis+Gyr makes such resources available to its other customers.

2.2 Service Monitoring and Management. Landis+Gyr will continuously monitor and manage the SaaS Services to optimize Availability (defined herein) that meets or exceeds the Availability Requirement. Such monitoring and management will include:

- (a) proactively monitoring on a twenty-four (24) hour by seven (7) day basis all SaaS Service, infrastructure and other components of SaaS Service security;
- (b) if such monitoring identifies, or Landis+Gyr otherwise becomes aware of, any circumstance that is reasonably likely to threaten the Availability of the SaaS Service, taking all necessary and reasonable remedial measures to eliminate such threat and ensure Availability;
- (c) if Landis+Gyr receives knowledge that the SaaS Service or any SaaS Service function or component is not Available (including by notice from Customer pursuant to the procedures set forth herein or in the applicable Service Order):
  - i. Landis+Gyr will confirm the outage by a direct check of the associated facility or facilities;
  - ii. if Landis+Gyr's facility check in accordance with clause (i) above confirms a SaaS Service outage in whole or in part: (A) notifying Customer pursuant to the procedures set forth herein or in the applicable Service Order that an outage has occurred, providing such details as may be available, including a Landis+Gyr trouble ticket number, if appropriate, and time of outage; and (B) working all problems causing and caused by the outage until they are resolved as Critical Service Errors in accordance with the Support Request Classification set forth in the Service Level Table.

iii. Landis+Gyr will continuously maintain the SaaS Services to optimize Availability that meets or exceeds the Availability Requirement. Such maintenance services will include providing to Customer and its Authorized Users:

- a. such updates, bug fixes, enhancements, new releases, new versions and other improvements to the SaaS Service, that Landis+Gyr provides at no additional charge to Landis+Gyr's other similarly situated customers. Specific upgrades are set forth in the applicable Service Order; and
- b. all such services and repairs as are required to maintain the SaaS Services or are ancillary, necessary or otherwise related to Customer's or its Authorized Users' access to or use of the SaaS Service, so that the SaaS Services operate properly in accordance with this Agreement and the Documentation.

2.3 Scheduled Downtime. Landis+Gyr will use commercially reasonable efforts to: (a) schedule downtime for routine maintenance of the Services outside of the hours of 7:00 AM – 7:00 PM Central Standard Time, Monday – Friday and (b) notify Customer at least 48 hours (via email) prior notice of all scheduled outages of the Services (“**Scheduled Downtime**”).

2.4 Service Levels.

Response times will be measured from the time Landis+Gyr receives a Support Request until the respective times Landis+Gyr has responded to that Support Request. Landis+Gyr will respond to all Support Requests within the following times based on Landis+Gyr's designation of the severity of the associated Error, in accordance with the Table below, subject to the parties' written agreement to revise such designation after Landis+Gyr's investigation of the reported Error and consultation with Customer:

Description of Incident	Supported	Initial Response	Subsequent Response	Target Restoration	Escalation
<p style="text-align: center;">Severity 1 (Critical)</p> <ul style="list-style-type: none"> <li>• Production system is completely down or unavailable.</li> <li>• Business critical applications or service severely impacted for which there is no reasonable work-around</li> <li>• an error with no reasonable work-around that results in a complete disruption of daily work</li> <li>• during a project or upgrade, a non-production environment issue that severely impacts system use and jeopardizes the ability to meet project schedule.</li> </ul> <p>Severity Level 1 issues must be reported by phone.</p>	<p style="text-align: center;">Non-stop 24/7/365</p>	<p style="text-align: center;">Within 60 minutes</p>	<p style="text-align: center;">every 2 hours</p>	<p style="text-align: center;">24 hours</p>	<p>Supervisor: Immediately  Manager: 30 minutes  Director: 1 hour  VP: at Director's discretion</p> <p>Customer may escalate at any time it feels unacceptable progress is being made.</p>

Description of Incident	Supported	Initial Response	Subsequent Response	Target Restoration	Escalation
<p>Severity 2 (High)</p> <ul style="list-style-type: none"> <li>production system is functioning/available but significantly impacted with limited capabilities, or is unstable with major periodic interruptions</li> <li>significant degradation in performance</li> <li>major system feature/function failure for which there is no reasonable work-around</li> <li>during a project or upgrade, a non-production environment issue that meets the above definitions where resolution is needed to meet business objectives and the ability to meet project schedule.</li> </ul>	<p>As needed</p> <p>24/7/365</p>	<p>Within 4 hours</p>	<p>1 calendar day</p>	<p>7 calendar days</p>	<p>Supervisor: 1 hour  Manager: 2 hours  Director: at Manager's discretion  VP: at Director's discretion</p> <p>Customer may escalate at any time it feels unacceptable progress is being made.</p>
<p>Severity 3 (Medium)</p> <ul style="list-style-type: none"> <li>production system is still functioning but capabilities are moderately impacted, or the system is unstable with minor periodic interruptions or a minor loss of product functionality</li> <li>there is a low to medium impact to business functions but it is manageable using a reasonable work-around.</li> </ul>	<p>During business hours</p>	<p>1 Business Day</p>	<p>3 Business Days</p>	<p>15 Business days</p>	<p>If unable to be resolved, Severity 3 issues will be escalated to appropriate levels of leadership at the utilities request</p> <p>Customer may escalate at any time it feels unacceptable progress is being made.</p>

Description of Incident	Supported	Initial Response	Subsequent Response	Target Restoration	Escalation
<p style="text-align: center;">Severity 4 (Low)</p> <ul style="list-style-type: none"> <li>• general usage question, request for information, reporting of a documentation error, or recommendation for a future product enhancement or modification. There is low-to-no impact on the business or the performance or functionality of the system.</li> </ul>	<p style="text-align: center;">During business hours</p>	<p style="text-align: center;">3 Business Days</p>	<p style="text-align: center;">5 Business Days</p>	<p>As decided jointly between the business and utility</p>	<p>If unable to be resolved, Severity 4 issues will be escalated to appropriate levels of leadership at the utilities request.</p> <p>Customer may escalate at any time it feels unacceptable progress is being made.</p>

In order for Landis+Gyr to meet Target Response Times outlined above, Landis+Gyr customers should make contact via telephone to report Severity 1 (Critical) or Severity 2 (High issues). Any resolution of such Cases may take the form of a written response, supplementary documentation, work-around, coding change, product patch, or other correctional aids, which Landis+Gyr will provide to Customer. Landis+Gyr will respond to and investigate any suspected Incident in the Cloud Software within the time provided above. Resolution of such Incidents may take the form of a written response, supplementary documentation, work-around, coding change, product patch, or other correctional aids, which Landis+Gyr will provide to Customer.

Should business requirements call for a more customized level of support, Landis+Gyr also offers Premium Support packages, which include dedicated technical support, client management and executive dashboard views to open technical views and more. Premium Support includes discounted rates for additional Smart Grid service offerings as well. Pricing for Premium Support is based on an agreed scope of work based on the options selected and can be quoted upon request.

## 2.5 Support Requests and Customer Obligations.

- (a) Support Requests. Customer may request Support Services by way of a Support Request. Customer will classify its requests for Error corrections in accordance with the severity levels classifications and definitions of the Service Level Table set forth in Section 3.4 (“**Support Request**”). Customer will notify Landis+Gyr of each Support Request by e-mail, telephone or such other means as the parties may agree to in writing. Customer will include in each Support Request a description of the reported Error and the time Customer first observed the Error. Customer agrees that Landis+Gyr may transfer Customer Data to any of Landis+Gyr’s Affiliates subsidiaries or group entities for customer support purposes even when such entities may be located outside the United States or Canada.
- (b) Customer Obligations. Customer will, by and through its employee or consultants provide Landis+Gyr with:
  - i. prompt notice of any Errors; and
  - ii. each of the following to the extent reasonably necessary to assist Landis+Gyr to reproduce operating conditions similar to those present when Customer detected the relevant Error and to respond to the relevant Support Request:
    - a. direct access to the Customer Systems and the Customer’s files and personnel;
    - b. output and other data documents and information, each of which is deemed Customer’s Confidential Information as defined in the SaaS Agreement; and
    - c. such other reasonable cooperation and assistance as Landis+Gyr may request.

2.6 Service Desk Contact Information. Landis+Gyr will provide Customer with access to the Service Desk. Landis+Gyr’s current Service Desk business hours are 7:00 AM to 6:00 PM Central Time, Monday through Friday, excluding Landis+Gyr observed holidays (available upon request) and weekends (“**Business Hours**”). In addition, emergency access to on-call personnel via Landis+Gyr’s Emergency Dispatch Service will be provided by Landis+Gyr from 6:01 PM through 6:59 AM, and 24 hours per day on weekends and holidays. Landis+Gyr will provide advanced



troubleshooting, via telephone or e-mail, as deemed necessary by qualified Landis+Gyr Personnel, to resolve Customer issues.

2.7 Submission Method. Customer can contact the Service Desk through:

- i. Telephone direct dial-in at 888.390.5733;
- ii. Customer support portal, or
- iii. E-mail at support.na@landisgyr.com

All contact information is subject to change and update by delivery of notice and by posting on the Landis+Gyr Website at [www.landisgyr.com](http://www.landisgyr.com).

3. Backup and Recovery. The SaaS Services do not replace the need for Customer to maintain regular data backups or redundant data archives. Landis+Gyr will conduct or have conducted at minimum, daily backups of Customer Data and perform or cause to be performed other periodic backups (snapshots, differential backups, etc.). At least one (1) backup will be stored online (directly accessible). Such copy will be less than one (1) week old and may be overwritten as it is replaced with newer backups. Weekly backups are stored for a minimum of one (1) month. Monthly backups are stored in a separate location for a minimum of one (1) year.

4. Business Continuity and Disaster Recovery Protection. Landis+Gyr will maintain an ongoing Business Continuity (“**BC**”) program (that includes Risk Assessment) and Disaster Recovery (“**DR**”) program for the SaaS Services and implement such plan in the event of unplanned interruption of the SaaS Service.

5. Communications. In addition to the mechanisms for giving notice specified in the SaaS Agreement, unless expressly specified otherwise in this Schedule or the SaaS Agreement, the parties may use e-mail for communications on any matter referred to herein.

**SCHEDULE B**  
**RESTATED**  
**SERVICE ORDER NO. 1 AND PRICING**

This Restated Service Order No. 1 (this “Service Order”) is part of and incorporated into the Amended and Restated SaaS Agreement. All capitalized terms that are not defined in this Schedule will have the respective meanings given to them in the SaaS Agreement. In the event of any conflict between the body of the SaaS Agreement and this Service Order B, the terms of this Service Order will govern.

**SCOPE OF SERVICE.** Landis+Gyr will provide Customer with access to Services on the terms and conditions set forth in the SaaS Agreement. Landis+Gyr will provide Services that will enable Customer to access the Cloud Software.

1. **Service(s) Description**

The Cloud Software provided to Customer consists of the following items:

- Command Center Production Environment (or its successor)
- Advanced Security
- Command Center Disaster Recovery Environment (or its successor)
- Command Center Test/Dev Environment (or its successor)

2. **Service Term**

The initial term for this Service Order begins on the Effective Date and ends sixty (60) months thereafter (the “**Initial Service Order Term**”).

Upon expiration of the Initial Service Order Term, this Schedule B will automatically renew for successive three (3) year periods (each a “**Renewal Term**” and together with the Initial Service Order Term, the “**Service Order Term**”), unless a party provides the other party with written notice of its intent not to renew this Service Order at least ninety (90) days prior to the expiration of the then current term.

3. **Service Fee**

- 3.1 The SaaS Services Fees, payable by Customer to Landis+Gyr, for the duration provided are shown in the table(s) below (the “**Initial Service Fees**”):

### Command Center Pricing Table RF MESH

Command Center Pricing up to 25,000 Endpoints	Monthly Fee Year 1	Year 2	Year 3	Year 4	Year 5
10k-25k	\$2,495.00	\$2,995.00	\$3,705.00	\$3,705.00	\$3,705.00

For endpoints over 25,000 monthly SaaS Services Fees will be invoiced as shown below:

Tier	Price / Month
25,000 – 50,000	\$5,955.00
50,000 – 100,000	\$9,455.00

Should Customer’s Endpoint population exceed 100,000 Endpoints, the parties will define an applicable SaaS Services Fee.

#### 4. **Price Increases**

Following the Initial Service Fee duration, Landis+Gyr is entitled to increase its Fees annually, with the policy to follow the amount of increase in the Consumer Price Index – All Urban Consumers of the Bureau of Labor Statistics of the U.S. Department of Labor for U.S. for All Items with Base Years 1982-1984=100. Those increases will be measured applying the twelve (12) month period ending in the month for which the most recent index results are available as of that anniversary of the Effective Date. In addition to this, Landis+Gyr is entitled to increase Fees once a year with an additional percentage on top of it with a maximum of 5%. Not raising fees is not a waiver of Landis+Gyr’s right to do so.

If Customer does not agree with this additional percentage, Customer has the possibility to object in writing within 30 days of receiving notice of this additional increase in Fees. Should Customer object timely, the Parties will discuss solutions.

#### 5. **Summary of Services Included in Service Order**

Services are detailed in the SaaS Agreement. Services specific to this Service Order are detailed below:

- 5.1 **Project Coordination.** To the extent applicable, Landis+Gyr will provide a project coordinator to provide direction to Customer relating to Services such as during an Upgrade deployment. Customer to provide primary point of contact to work with the project coordinator.
- 5.2 **Installation and Configuration.** Installing the Cloud Software in the cloud setup with standard configurations. Custom configurations are available for an additional fee as detailed in an applicable SOW.
- 5.3 **Upgrades; End of Support.** Landis+Gyr and Customer will mutually agree on an Upgrade schedule for Cloud Software. Services include at least one (1) Cloud Software Upgrade per calendar year. Customer agrees to remain on a Supported Release of Cloud Software. Cloud Software DOES NOT INCLUDE any application or tools software running on local Customer computers or other Customer equipment. Customer acknowledges that new features may be added to the SaaS Services

based on market demand and technological innovation. Accordingly, as Landis+Gyr develops enhanced versions of the SaaS Service, Landis+Gyr may cease to maintain and support older versions of the Cloud Software (“EOS). Landis+Gyr will use commercially reasonable efforts to provide Support Services with respect to older version of the Cloud Software that may accompany the SaaS Service. Landis+Gyr shall have no obligation to support Cloud Software outside of Landis+Gyr’s stated EOS policy for the applicable Cloud Software. Such EOS policies shall be made available to Customer either in the accompanying Documentation or upon request and are subject to update from time to time in Landis+Gyr’s reasonable discretion with no less than a twelve (12) month EOS notification period.

- 5.4 Integration(s). Landis+Gyr will provide integrations to third party systems for an additional fee as detailed in the applicable SOW.
- 5.5 Data Availability. Landis+Gyr will make available on a live basis at least 45 days of Customer Data. Data older than 45 days will be archived and available to Customer upon request (additional fees may apply). Archive data will be retained for a minimum of one (1) year unless otherwise mutually agreed upon.
- 5.6 Process Pass Through Fees. Landis+Gyr will process and invoice Customer for any mutually agreed upon pass through fees as applicable such as communication fees.

## 6. **Customer Responsibilities:**

- 6.1 Conduct Network Gateway Field Maintenance. Customer will perform field maintenance work on the Meters/modules and Network Gateways. This includes, but is not limited to, updating the Network Gateway, and Field Tools software to the latest version.
- 6.2 Interface Billing data to Customer Billing System. Customer is responsible for executing the Billing Extract file utilizing the functionality built into the Cloud Software and loading it into Customer’s billing system. Customer is also responsible for any exception processing that is associated with endpoints that do not have billing data available for a particular billing cycle window.
- 6.3 Provide Network Gateway Communication. Customer is responsible for purchasing and physically maintaining all Network Gateway communications infrastructure as applicable.
- 6.4 Administer Login and Passwords. Customer is responsible for assigning security officer(s), administering all Software logins and passwords, to provide Customer-selected configurations and to maintain access rights for the Customer’s employees.
- 6.5 Support Utility Consumer. Customer is responsible for handling all support for Customer’s own end-use consumers. Landis+Gyr will not provide any support regarding billing inquiries or any other matter for end-use consumers.
- 6.6 Install and Upgrade Endpoint Programmer Software. Customer is responsible to load and maintain Endpoint Programmer Software on desired hardware at Customer’s location including Tech Studio and other field tools.
- 6.7 Loading Files. Customer is responsible for loading MMF (Meter Manufacture Files), IIF (Interchange File Format) and CIF (Customer Information Files) files to Cloud Software.
- 6.8 Application Administration. Customer is responsible to provide Customer-selected configurations and maintain access rights.
- 6.9 Application Operations. Customer is responsible to provide daily business operations of the Cloud Software monitoring jobs; reporting; coordination of issues, etc.
- 6.10 IT coordination. Customer is responsible to coordinate management of interfaces to connected Customer Systems.
- 6.11 Upgrades. Customer is responsible to validate upgrades to Cloud Software.

6.12 No Collection or Storage of PII. The Services under this Service Order does not collect nor store Personal Data (also referred to as PII). Customer agrees that it will not send or provide Landis+Gyr access to any PII, whether in data or any other form. Customer agrees to be fully responsible for reasonable costs and other amounts that Landis+Gyr may incur relating to any such information mistakenly provided to Landis+Gyr or the loss or disclosure of such information by Landis+Gyr, including those arising out of any third-party claims. Should Customer mistakenly provide PII to Landis+Gyr, Customer will immediately notify Landis+Gyr in writing in accordance with the notice provisions herein, and reasonably cooperate with Landis+Gyr to take any mitigating actions deemed necessary to remove such PII from the Landis+Gyr Systems. Should Customer wish to utilize PII, it will enter into a separate Service Order for Landis+Gyr's Meter Data Management System Cloud Software.



# OXFORD

PLANNING  
DEPARTMENT

## Memorandum

**To:** Mayor and Board of Alderman  
**From:** Kate Kenwright; Planner II  
**Date:** August 20, 2024  
**RE:** Request approval of a request for City Utilities for Case #3118, Brian Hill, for 'Fieldstone Farms Phase 8, which includes a Site Plan, for property located at Fieldstone Loop East (PPIN #3392)(Kate Kenwright)

---

This is a request for approval of city utilities to serve 'Fieldstone Farms Phase 8', which will be located on Fieldstone Lane inside of the Fieldstone Farms Development. The property is located in Lafayette County slightly outside of City of Oxford City Limits. It is zoned R-2 according to the Lafayette County Zoning Map.

This request was heard at the August 12<sup>th</sup> meeting of the Planning Commission and was unanimously approved with 6 conditions.

In 2016, Fieldstone Farms was granted City Utilities for all of the existing development which is now constructed. This proposal includes 12 units (22,248 sq ft) with 36 bedrooms, located on a parcel of +/- 1.94 acres (PPIN #4503).

Oxford City Policy is to review development in Lafayette County requesting city utilities to evaluate how well it conforms or not to the recommendations on the Future Land Use Map in the Vision 2037 Master Plan.

Requests for the use of City Utilities are also reviewed to ensure that they meet all other standards for subdivisions in the city. This proposal meets those standards as well as the standards for Site Plan Review, which was a part of the Planning Commission approval.

### **Recommendation:**

Staff recommends approval of the request for extension of city utilities with the following conditions:

1. The applicant shall provide the City of Oxford with an executed Petition for Annexation.
2. Approval is contingent on the Lafayette County Planning Commission approving the development.

3. Approval is for the Site Plan as submitted.
4. Final approval of the proposed stormwater management facility by Engineering.
5. Satisfaction of all engineering comments of the construction drawings must be met before the sale of water and sewer taps.



# OXFORD

PLANNING  
DEPARTMENT

## Case #3118

**To:** Oxford Planning Commission  
**From:** Kate Kenwright, Planner II  
**Date:** August 12, 2024

**Applicant:** Brian Hill  
**Owner:** Same  
**Request:** Request for City Utilities for 'Fieldstone Farms Phase 8', which includes a Site Plan.  
**Location:** Fieldstone Loop East (PPIN #3392)  
**Zoning:** Lafayette County, outside Oxford City Limits

**Case History:** Request for City Utilities for Fieldstone Farms – [Case #2057](#) – March 2016

**Planning Comments:** This is a request for approval of city utilities to serve 'Fieldstone Farms Phase 8', which will be located on Fieldstone Lane inside of the Fieldstone Farms Development. The property is located in Lafayette County slightly outside of City of Oxford City Limits. It is zoned R-2 according to the Lafayette County Zoning Map.

In 2016, Fieldstone Farms was granted City Utilities for all of the existing development which is now constructed. This proposal includes 12 units (22,248 sq ft) with 36 bedrooms, located on a parcel of +/- 1.94 acres (PPIN #3392).

Site, Use, and Parking — There are 12 units proposed, each with 3 bedrooms. The units are arranged in 3 – 4-plex buildings. 36 parking spaces are proposed, one for each bedroom in the new development. No guest parking is proposed. Parking islands are provided in accordance with the requirements of the Land Development Code, though no landscaping plan is provided to show parking lot trees or other plantings.

Coverage — Proposed plans show 20.3% coverage of the site.

Building Height & Materials — The buildings feature a brick veneer, asphalt shingle roofs, and decorative door overhangs/porches. The proposed buildings are consistent with the other multi-unit buildings already built at Fieldstone Farms.



Oxford City Policy is to review development in Lafayette County requesting city utilities to evaluate how well it conforms or not to the recommendations on the Future Land Use Map in the Vision 2037 Master Plan.

Requests for the use of City Utilities are also reviewed to ensure that they meet all other standards for subdivisions in the city.

**Engineering Comments:**

Water and Sewer

This project is outside of the corporate limits of the City of Oxford and has applied for city water and sewer services.

This project will receive water from the City of Oxford. All water mains within the site are to be privately owned and maintained. Water service connections to receive meters will be made to city standards.

Wastewater from the site will be collected into an existing privately owned sewage collection and transmission system within the Fieldstone Farms development and pumped to an existing city manhole on College Hill Road.

Stormwater Management

The project proposes an above ground detention pond. The stormwater management facility is currently under review and approval of the design should be soon forthcoming.

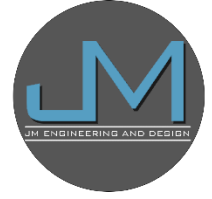
**Staff Recommendation:** Staff recommends approval of this request for extension of city utilities with the following conditions:

1. The applicant shall provide the City of Oxford with an executed Petition for Annexation.
2. Approval is contingent on the Lafayette County Planning Commission approving the development.
3. Approval is contingent on the Board of Aldermen agreeing to grant City Utilities outside of the City limits.
4. Approval is for the Site Plan as submitted.
5. Final approval of the proposed stormwater management facility by Engineering.
6. Satisfaction of all engineering comments of the construction drawings must be met before the sale of water and sewer taps.

# **FIELDSTONE FARMS – PHASE 8**

## **PROJECT NARRATIVE**

### **OXFORD WAY**



Field Stone Farms Phase 8 is a Residential Development located on Oxford Way inside the Field Stone Farms Development. The property is located within Lafayette County, slightly outside of the City of Oxford City Limits. The developer is requesting city utilities and has designed the plans to meet all City of Oxford Land Development Codes.

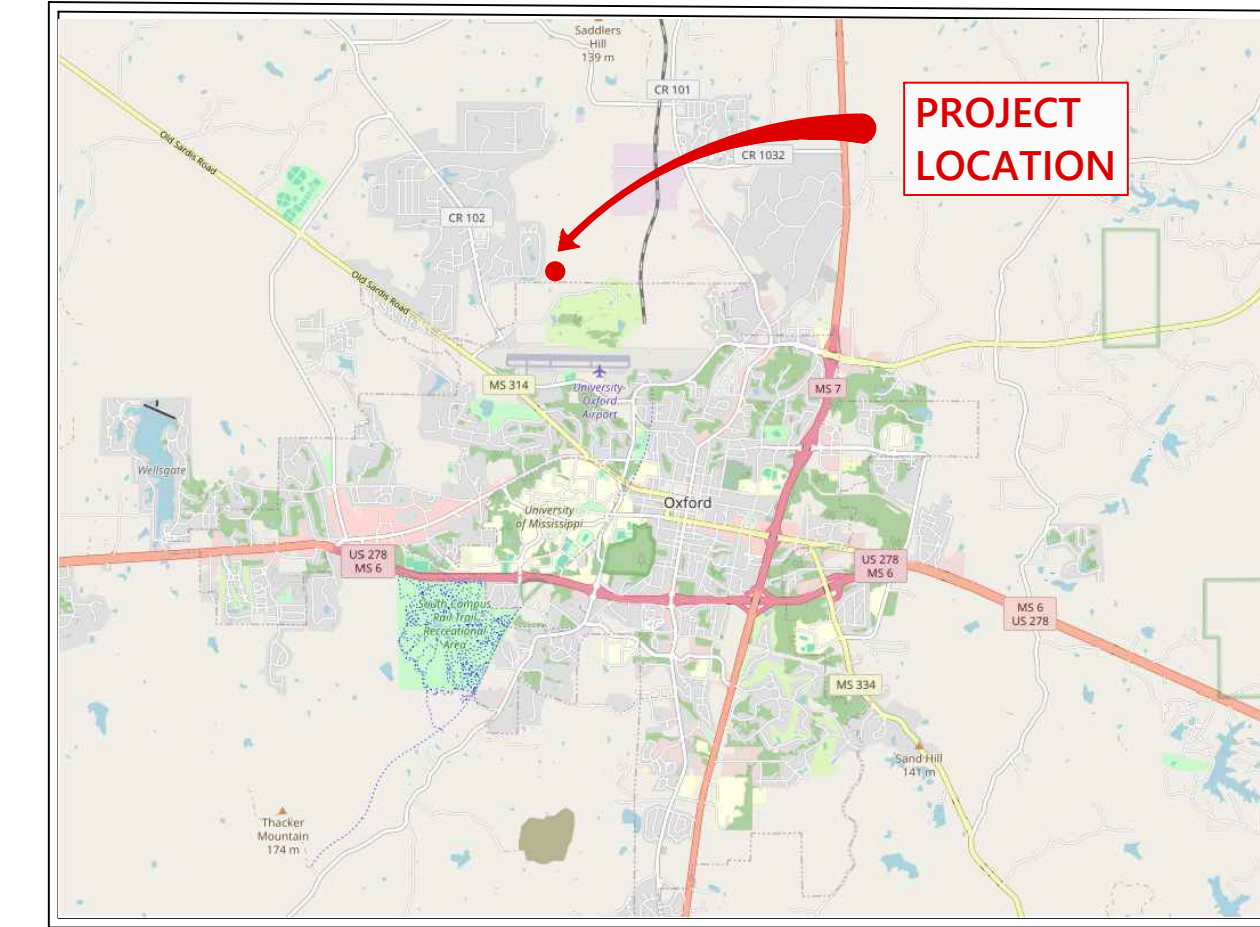
The project is proposing 12 residential units with adequate parking and utilities. The development will have all 3-bedroom units. The development will have 36 parking spaces, one for each bedroom.

Sincerely,

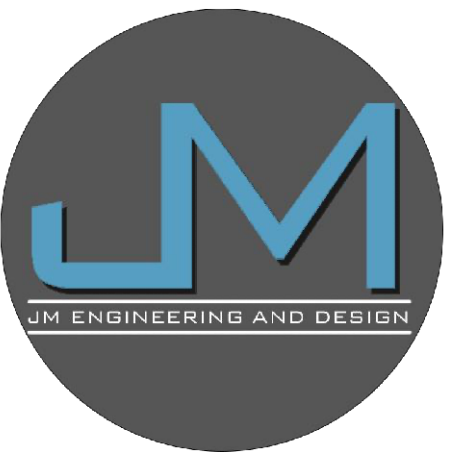
Joey Moore, P.E.  
JM Engineering and Design, LLC  
Oxford, MS 38655  
662-801-8803

# FIELD STONE FARMS - PHASE 8

## LAFAYETTE COUNTY, MISSISSIPPI



VICINITY MAP



JM ENGINEERING  
AND DESIGN, LLC  
OXFORD, MS  
(662) 801-8803

### FIELD STONE FARMS - PHASE 8 LAFAYETTE COUNTY, MISSISSIPPI

INDEX OF PLANS	
COVER SHEET	C-000
SITE LAYOUT	C-100
SITE MAPS	C-101
EXISTING CONDITIONS	C-200
COMPLETE STREET PLAN	C-300
GREENSPACE PLAN	C-400
UTILITY PLAN	C-500
WATER PLAN	C-501
SANITARY SEWER PLAN	C-502
STORM DRAINAGE PLAN	C-503
GRADING PLAN	C-600
EROSION CONTROL PLAN	C-700
SITE DETAILS	C-800
WATER DETAILS	C-801
SANITARY SEWER DETAILS	C-802
STORM DRAINAGE DETAILS	C-803
OUTLET CONTROL STRUCTURE DETAILS	C803-1
EROSION CONTROL DETAILS	C-804

DRAWN BY	JRM
CHECKED BY	JRM
PROJECT NO.	XXXX
DATE	02/12/2024
SCALE	
REVISION	

C-000



**SITE DATA TABLE**

PROPERTY AREA: 5.00 AC

ZONING: R-2 MEDIUM DENSITY

SETBACKS:  
FRONT: 20'  
SIDE: 5'  
REAR: 20'

BUILDING INFORMATION:  
12 - 3 BEDROOM UNITS

PARKING PROVIDED: 36 SPACES

**LEGEND**

PROPERTY LINE: - - - - -

ADJACENT PROPERTY LINE: - - - - -

BUILDING SETBACK LINE: - - - - -

EX. WATER LINE: ---W---

EX. SEWER LINE: ---S---

EX. STORM DRAIN: ---S---

EX. TREES: [Tree Symbol]

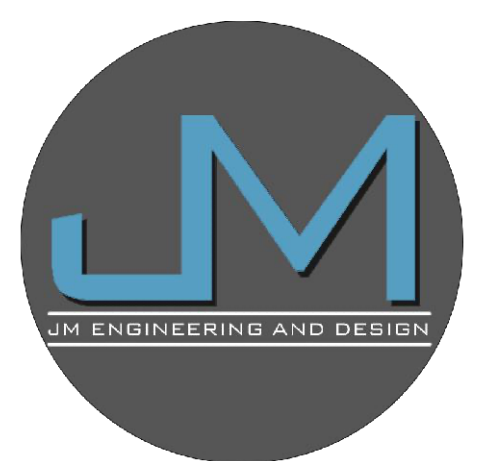
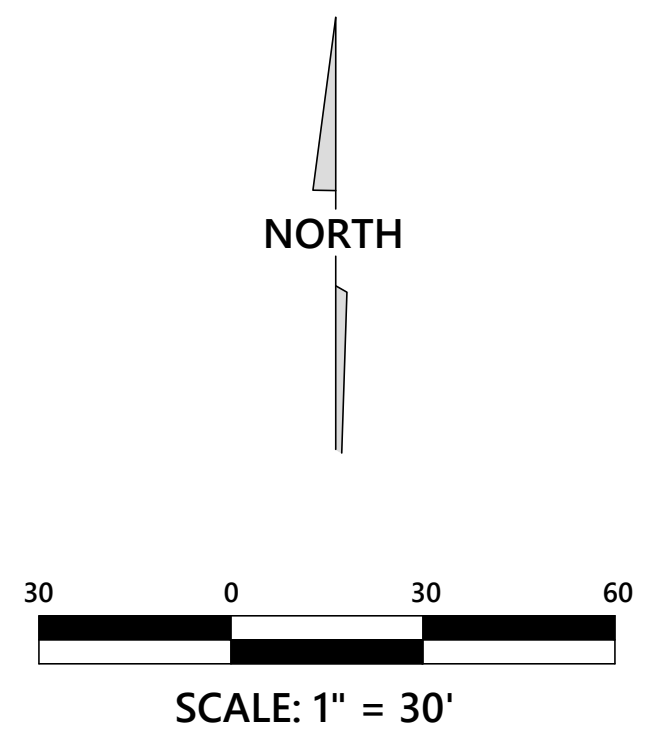
PROPOSED WATER LINE: ---W---

PROPOSED SEWER LINE: ---S---

PROPOSED STORM DRAIN: ---S---

PROPOSED WATER METER: [Water Meter Symbol]

PROPOSED SEWER MANHOLE: [Manhole Symbol]

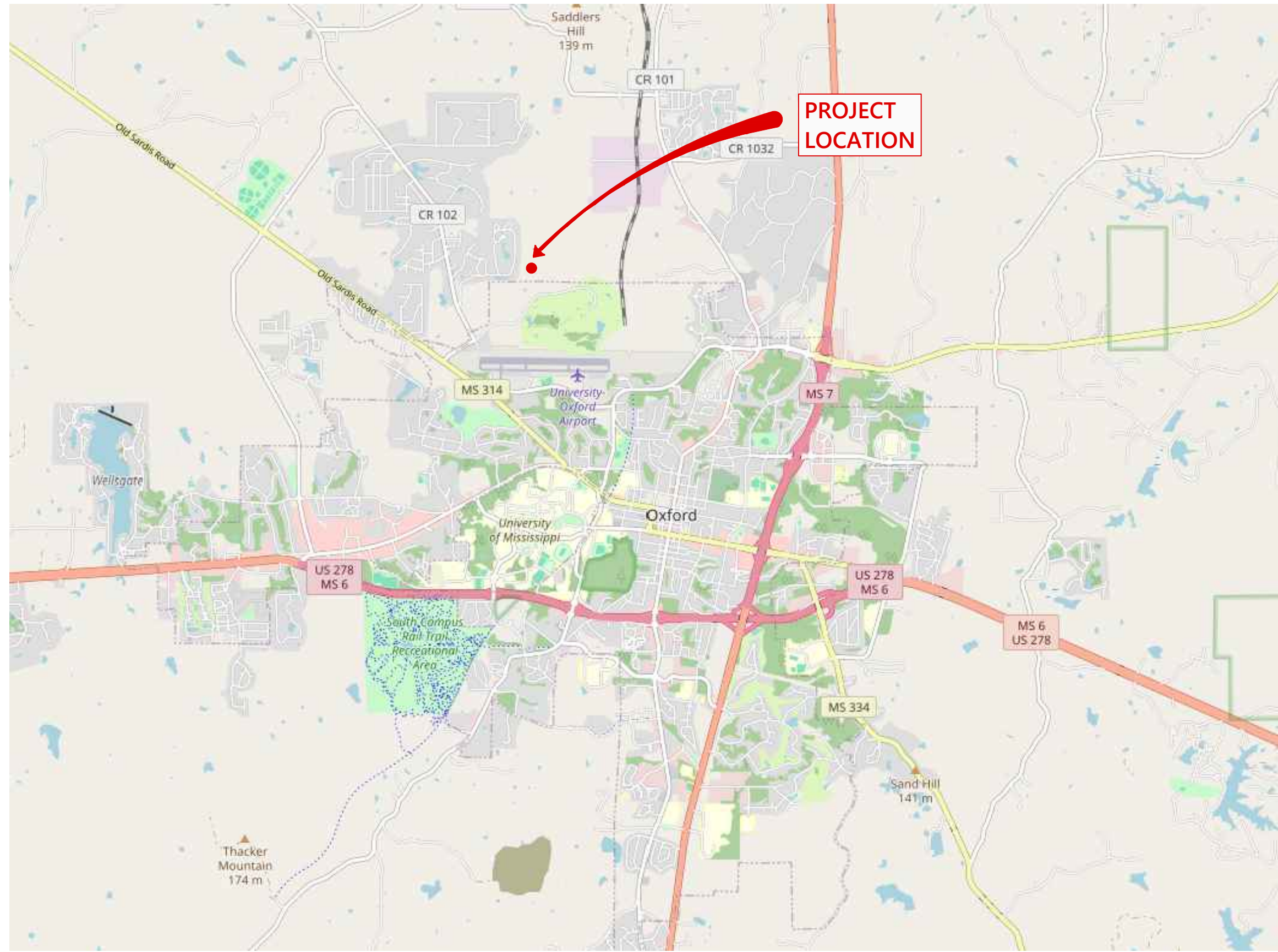


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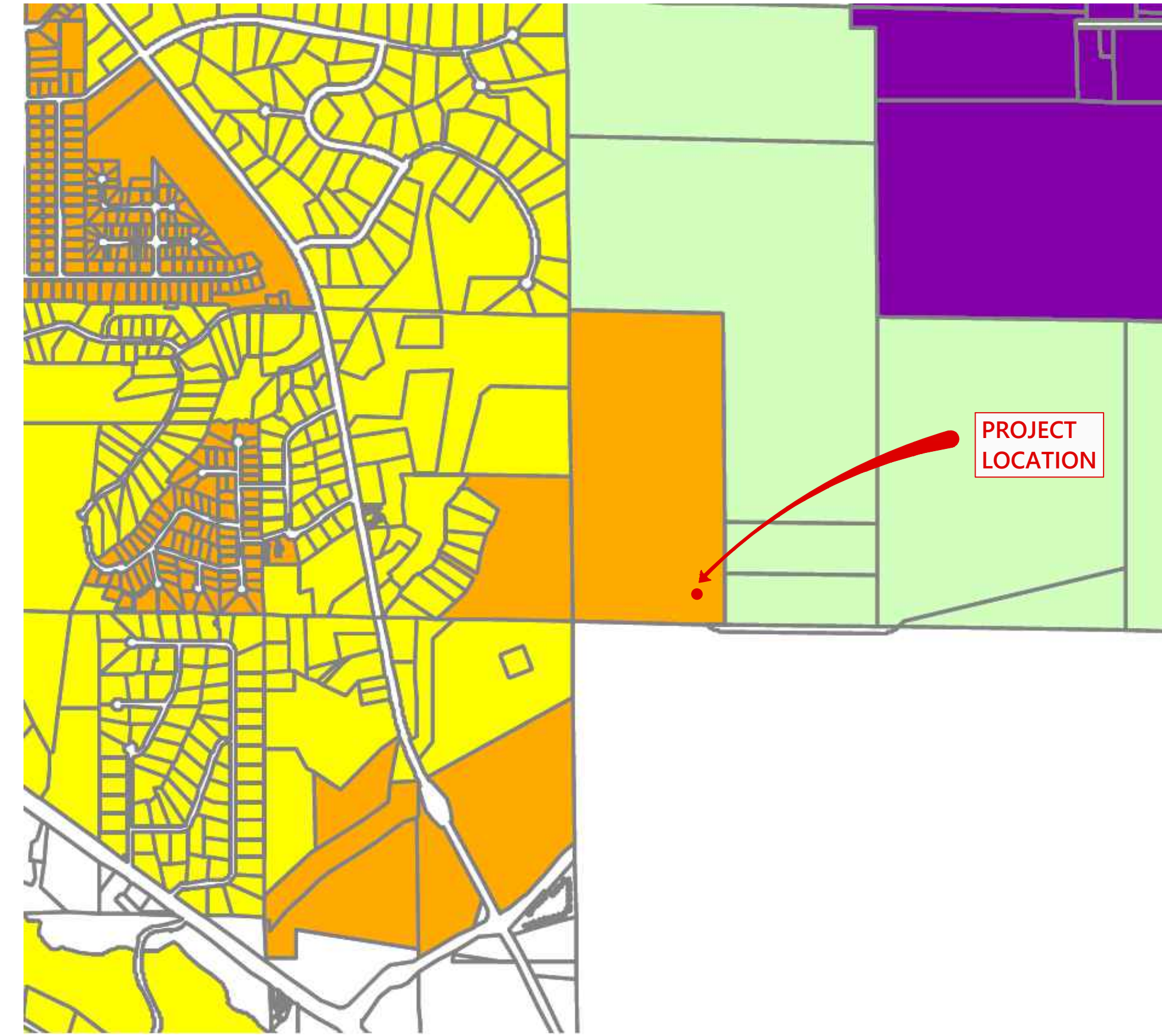
SITE PLAN  
**FIELD STONE FARMS - PHASE 8**  
LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY	JRM
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PROJECT NO.	XXXX
DATE	02/12/2024
SCALE	1" = 30'
REVISION	

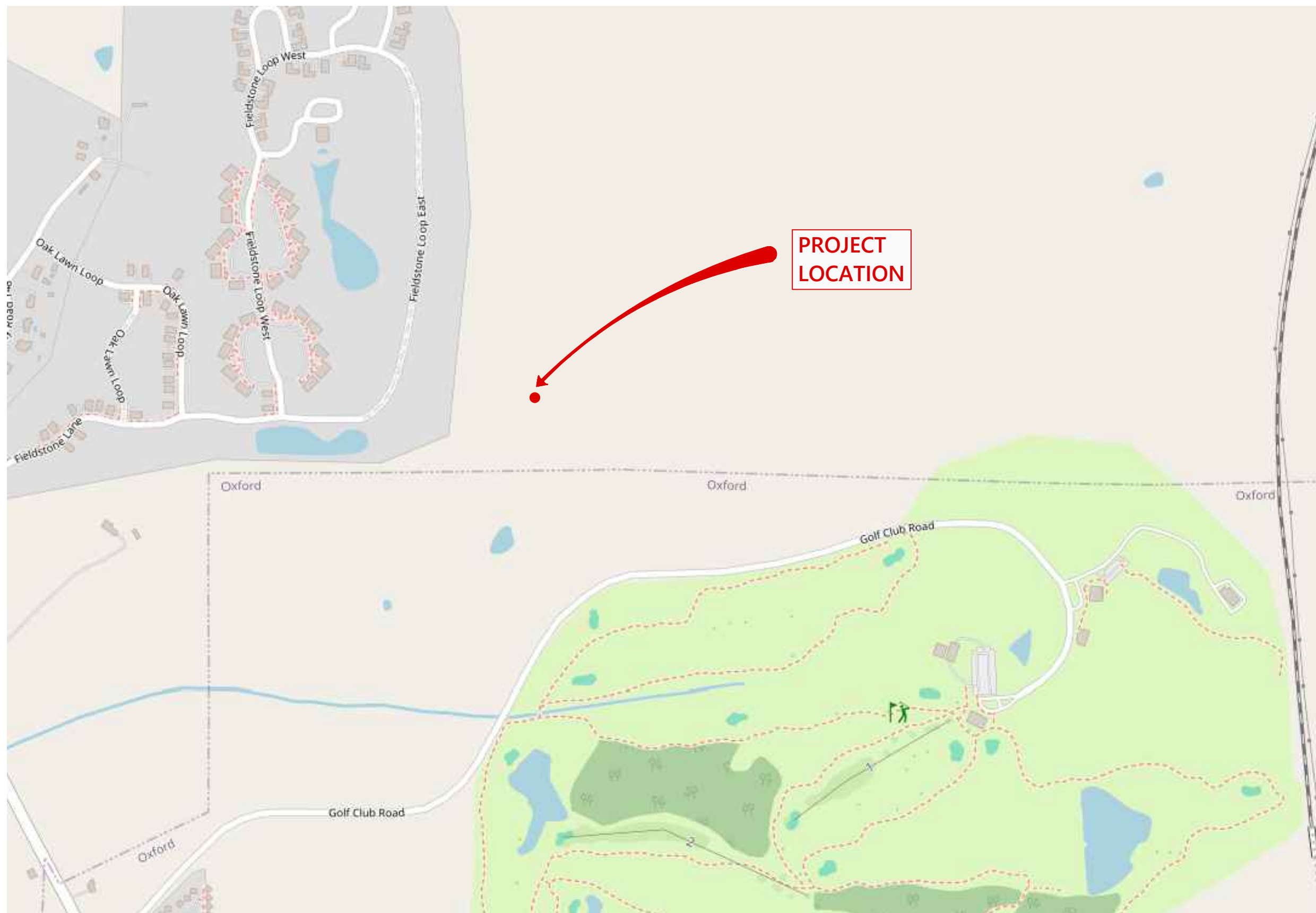
**C-100**



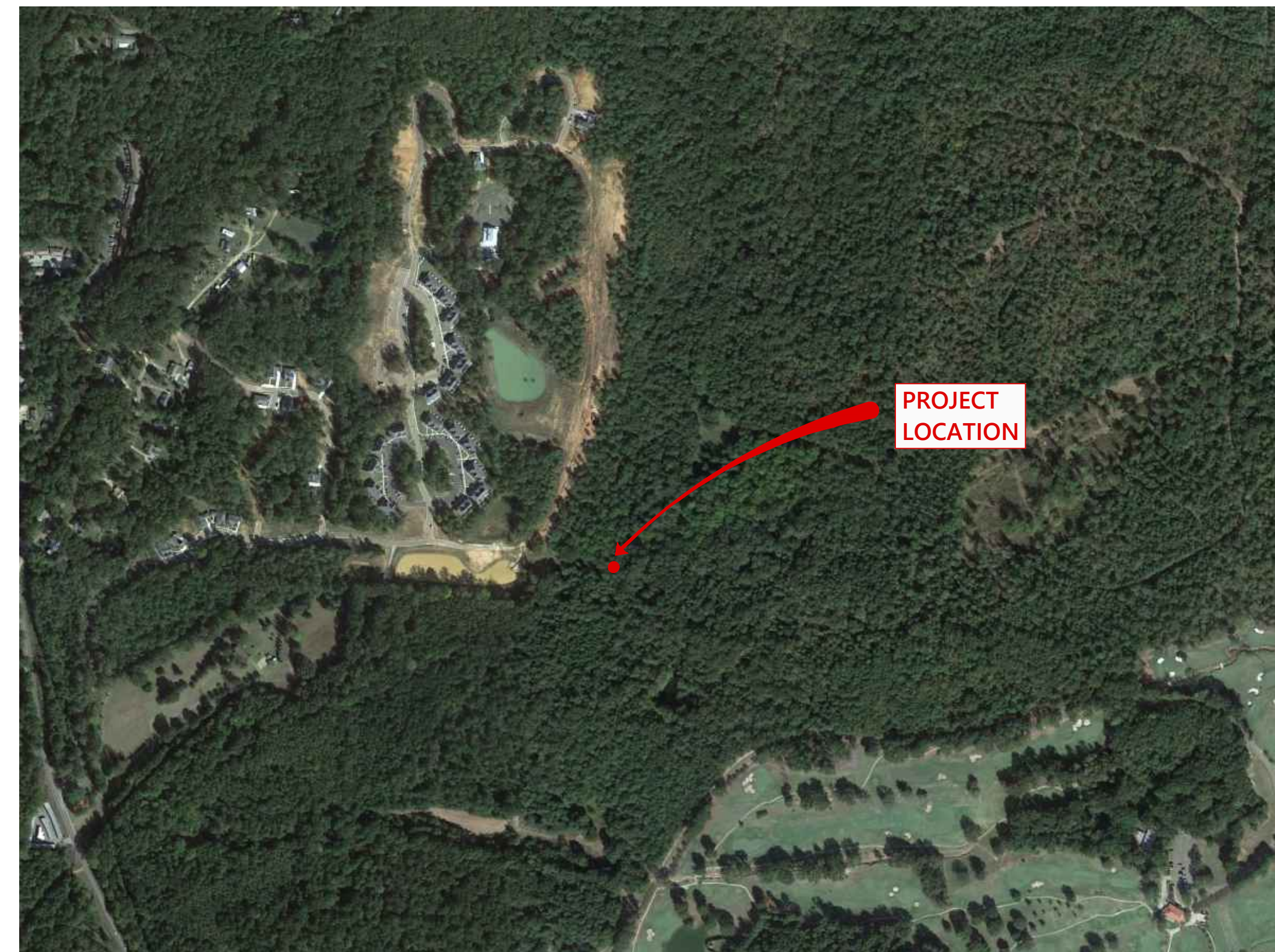
OVERALL LOCATION MAP



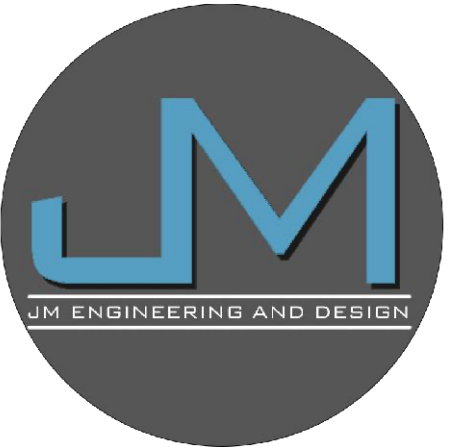
ZONING MAP (ZONING: R-2)



LOCATION MAP



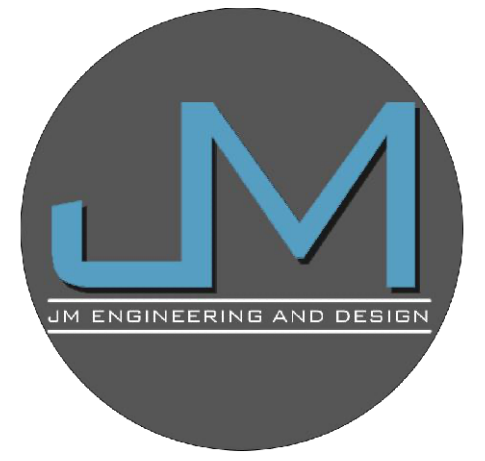
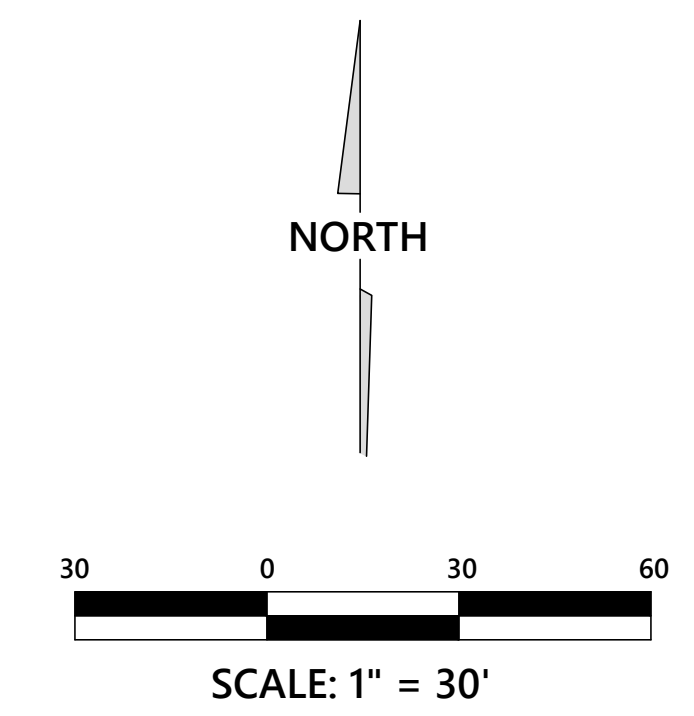
AERIAL MAP



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SITE MAPS  
**FIELD STONE FARMS - PHASE 8**  
 LAFAYETTE COUNTY, MISSISSIPPI

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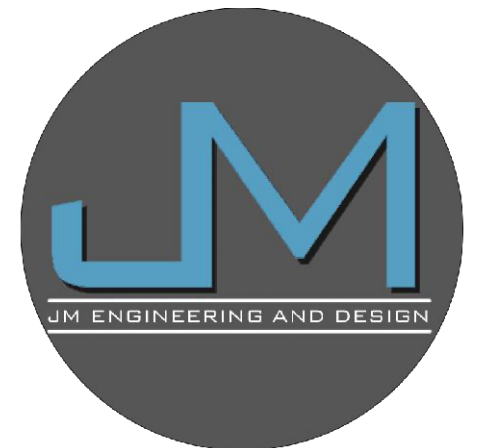
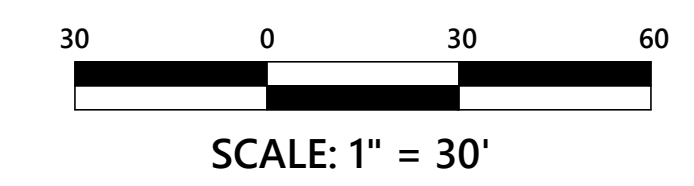
**EXISTING CONDITIONS**  
**FIELD STONE FARMS - PHASE 8**  
LAFAYETTE COUNTY, MISSISSIPPI

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PROJECT NO.	XXXX
DATE	02/12/2024
SCALE	1" = 30'
REVISION	

**C-200**



**TREE SURVEY**  
5.00 AC OF HEAVILY WOODED FOREST.

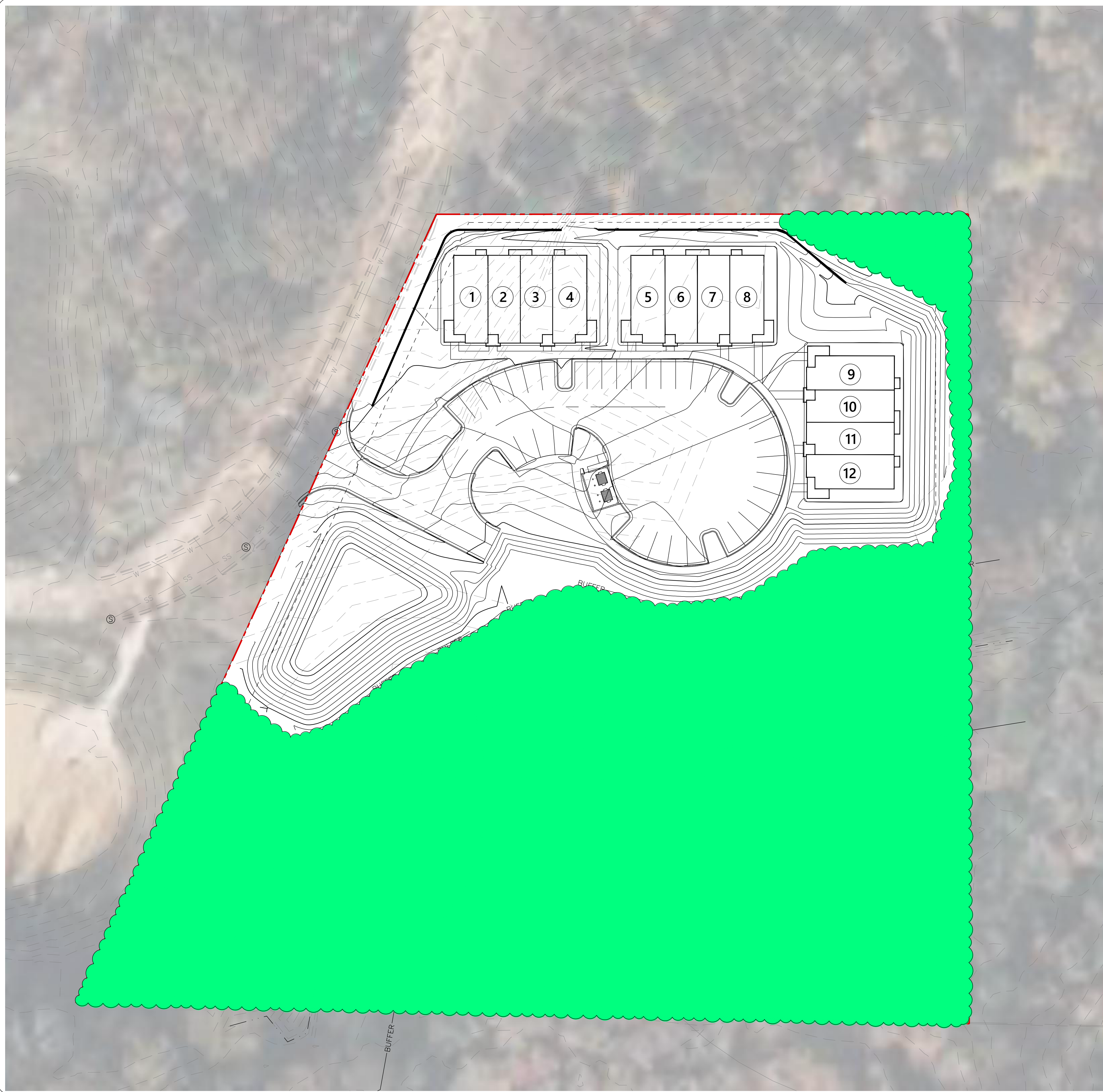


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**TREE SURVEY**  
**FIELD STONE FARMS - PHASE 8**  
LAFAYETTE COUNTY, MISSISSIPPI

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DATE	02/12/2024
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REVISION	

**C-201**



**FIELD STONE FARMS - PHASE 8  
HERITAGE TREE MITIGATION REQUIRED**

If we assume that the land is evenly distributed with X number of trees then,  
**Total DBH of trees to be removed per acre = X inches**

Every development in Oxford, MS gets a 10% tree mitigation credit before any mitigation is required.

10% of the total DBH of significant trees removed on site ( $X'' = 0.1X''$ ) of mitigation credit.

**Total DBH of heritage trees being removed that must be mitigated per acre = 0.9X**

The established mitigation rate of heritage trees is that 1, 2" tree; shall be planted for every 2 inches that are removed from the site.

By dividing the total significant DBH being removed by 2, we get the number of heritage trees to be mitigated per acre:

**$0.9X/2 = 0.45X$  (2" trees)**

Total Acres Disturbed: 2.09  
 Total Mitigate Trees for Disturbed Area ( $2.09AC \times 0.45x$  Trees per Acre) = 0.94X (2" Trees)

The final step is to add the tree credits that are given for the total DBH of saved heritage trees. For every 1 inches of heritage tree saved, a credit of 1, 2" tree is earned.

**Total mitigation credit trees per acre =  $X / 1'' = X$  (2" trees)**

Total Acres Saved: 2.91  
 Total Tree Credit Earned ( $2.91AC \times X$  Trees per Acre) = 2.91X (2" Trees)

Total trees to be mitigated (0.94X 2" Trees)  
 - Total mitigation credit trees (2.91X 2" Trees)  
 - **1.97X mitigation trees required**

**TOTAL MITIGATION REQUIRED FOR THIS PROJECT = -1.97X(2" TREES) = NO MITIGATION FOR THIS PROJECT REQUIRED SINCE WE ARE NOT DISTURBING 2.91 AC OF 5.00 AC.**

**FIELD STONE FARMS - PHASE 8  
SIGNIFICANT TREE MITIGATION REQUIRED**

If we assume that the land is evenly distributed with X number of trees then,  
**Total DBH of trees to be removed per acre = X inches**

Every development in Oxford, MS gets a 10% tree mitigation credit before any mitigation is required.

10% of the total DBH of significant trees removed on site ( $X'' = 0.1X''$ ) of mitigation credit.

**Total DBH of significant trees being removed that must be mitigated per acre = 0.9X"**

The established mitigation rate of heritage trees is that 1, 2" tree; shall be planted for every 5 inches that are removed from the site.

By dividing the total significant DBH being removed by 5, we get the number of heritage trees to be mitigated per acre:

**$0.9X/5 = 0.18X$  (2" trees)**

Section 6.1.9 of the City of Oxford Land Development Code, states that existing significant trees located within a building footprint, street, driveway, sidewalk, pathway or utility easement shall generally not require mitigation. The next step is subtracting the areas of those listed items from the required mitigation area.

Phase 8 Buildings / Streets / Sidewalk Area:	1.02 AC
Total Acres Disturbed:	2.09 AC
- Total Disturbed Area Not Required for Mitigation:	1.02 AC
Total Area Required for Mitigation:	1.07 AC

Total Mitigate Trees for Disturbed Area ( $1.07AC \times 0.18X$  Trees per Acre) = 0.19X (2" Trees)

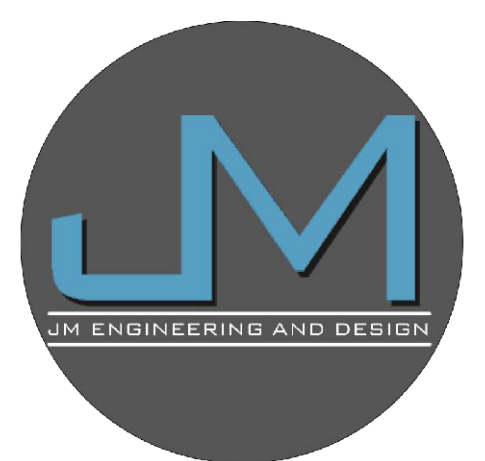
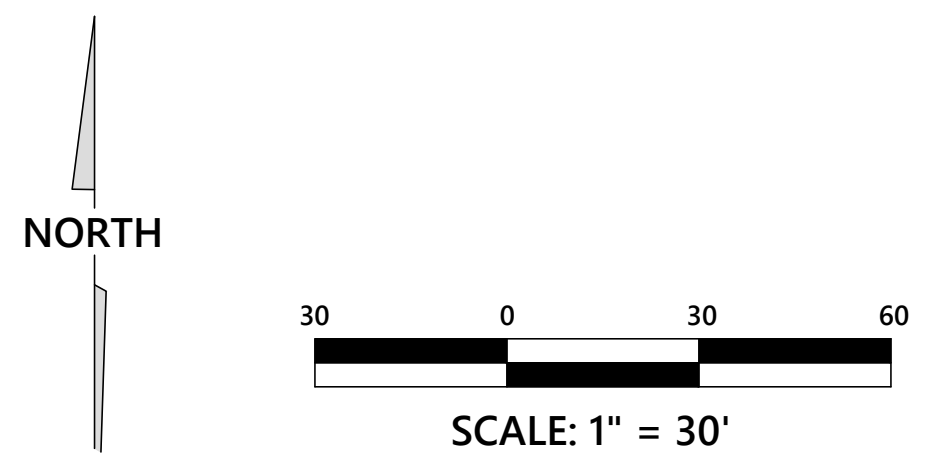
The final step is to add the tree credits that are given for the total DBH of saved significant trees. For every 5 inches of significant tree saved, a credit of 1, 2" tree is earned.

**Total mitigation credit trees per acre =  $X / 5'' = 0.20X$  (2" trees)**

Total Acres Saved: 2.91 AC  
 Total Tree Credit Earned ( $2.91AC \times 0.2X$  Trees per Acre) = 0.58X (2" Trees)

Total trees to be mitigated (0.19X 2" Trees)  
 - Total mitigation credit trees (0.58X 2" Trees)  
 - **0.39X 2" mitigation trees required**

**TOTAL MITIGATION REQUIRED FOR THIS PROJECT = -0.39X(2" TREES) = NO MITIGATION REQUIRED FOR THIS PROJECT SINCE WE ARE NOT DISTURBING 2.91 AC OF 5.00 AC.**



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**TREE MITIGATION**

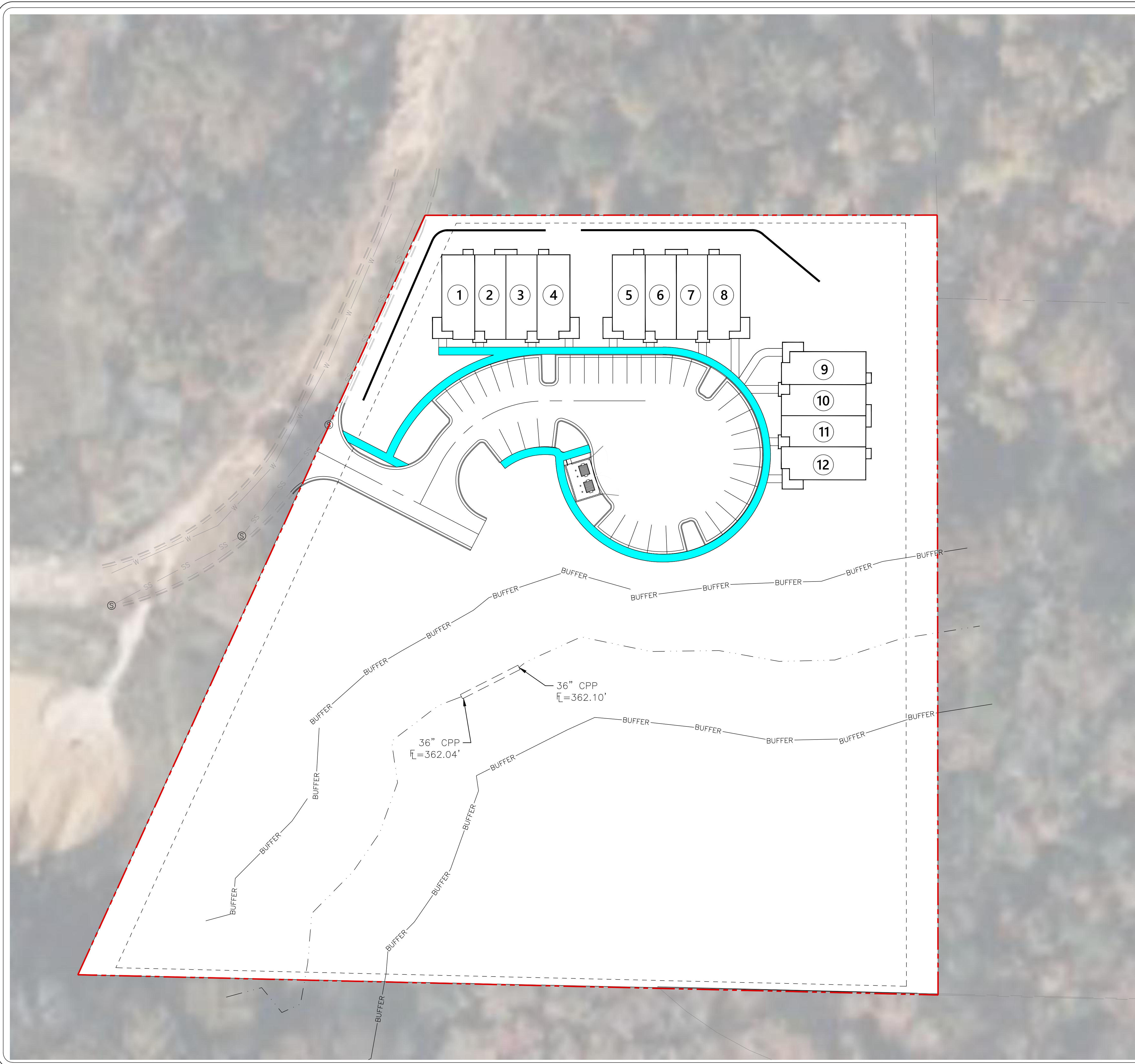
**FIELD STONE FARMS - PHASE 8**

**LAFAYETTE COUNTY, MISSISSIPPI**

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PROJECT NO.	XXXX
DATE	02/12/2024
SCALE	1" = 30'
REVISION	

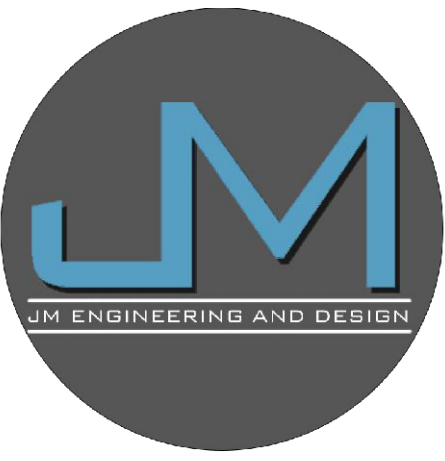
**C-202**





**PEDESTRIAN CONNECTIVITY**

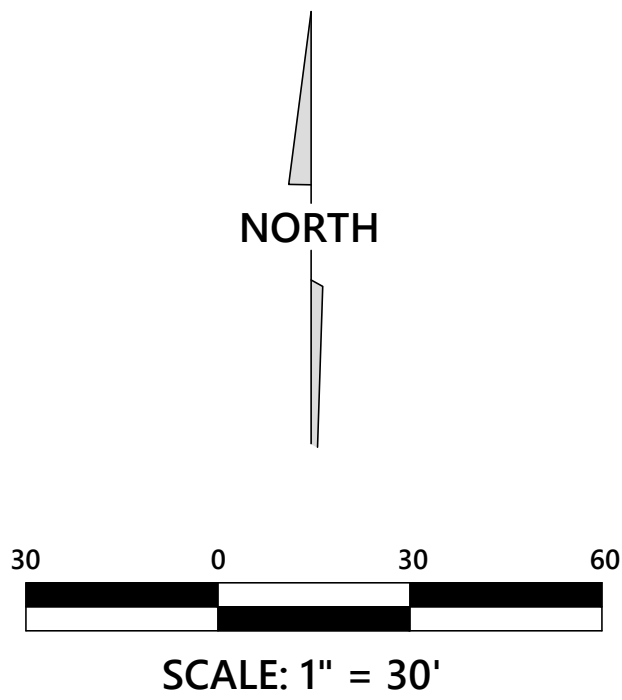
SIDEWALK



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**COMPLETE STREET PLAN**  
**FIELD STONE FARMS - PHASE 8**  
LAFAYETTE COUNTY, MISSISSIPPI

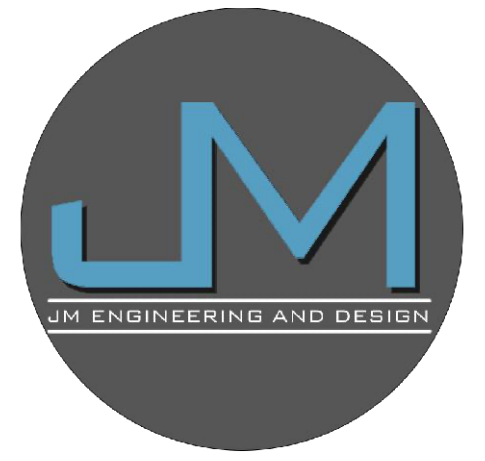
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CHECKED BY	JRM
PROJECT NO.	XXXX
DATE	02/12/2024
SCALE	1" = 30'
REVISION	



**C-300**



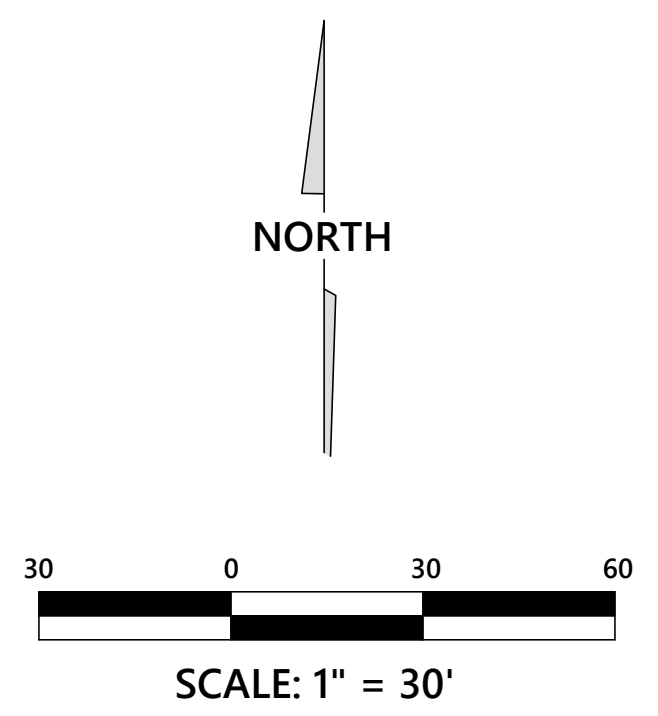
IMPERVIOUS AREA DATA TABLE	
PROPERTY AREA:	5.00 AC (217,800 SQ. FT.)
ZONING:	R-2
IMPERVIOUS AREA PROPOSED:	20.3% (44,254.0 SQ. FT.)
GREENSPACE	



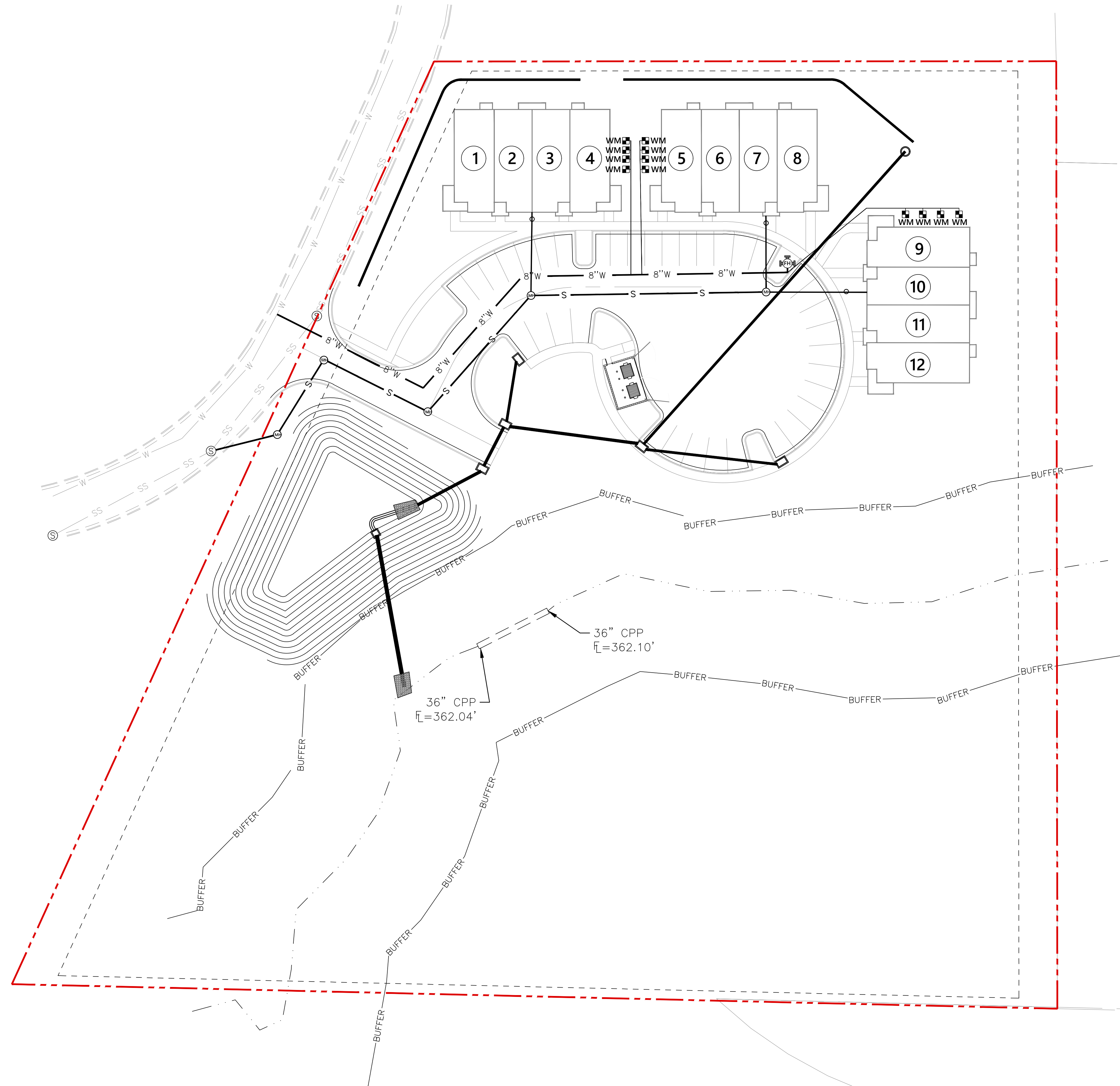
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GREENSPACE PLAN  
**FIELD STONE FARMS - PHASE 8**  
LAFAYETTE COUNTY, MISSISSIPPI

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DATE	02/12/2024
SCALE	1" = 30'
REVISION	

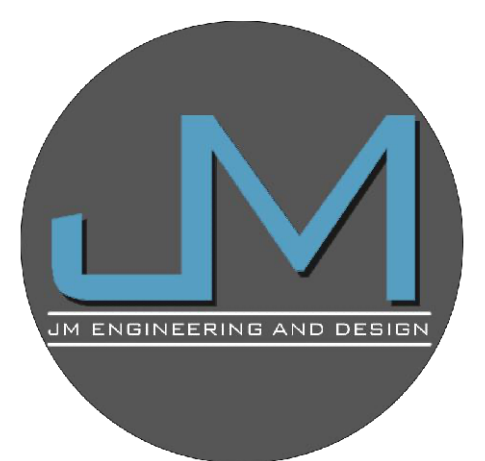


**C-400**



LEGEND	
PROPERTY LINE	— — — — — (red dashed)
ADJACENT PROPERTY LINE	— — — — — (black dashed)
BUILDING SETBACK LINE	— — — — — (black dashed)
EX. WATER LINE	— W — (thin)
EX. SEWER LINE	— S — (thin)
EX. STORM DRAIN	— SD — (thin)
EX. TREES	⊙ (circle with dot)
PROPOSED WATER LINE	— W — (thick black)
PROPOSED SEWER LINE	— S — (thick black)
PROPOSED STORM DRAIN	— SD — (thick black)
PROPOSED WATER METER	WM ⊞ (square with dot)
PROPOSED SEWER MANHOLE	⊙ (circle with dot)

NOTE: 12 WATER METERS AND SEWER TAPS REQUIRED FROM CITY OF OXFORD.

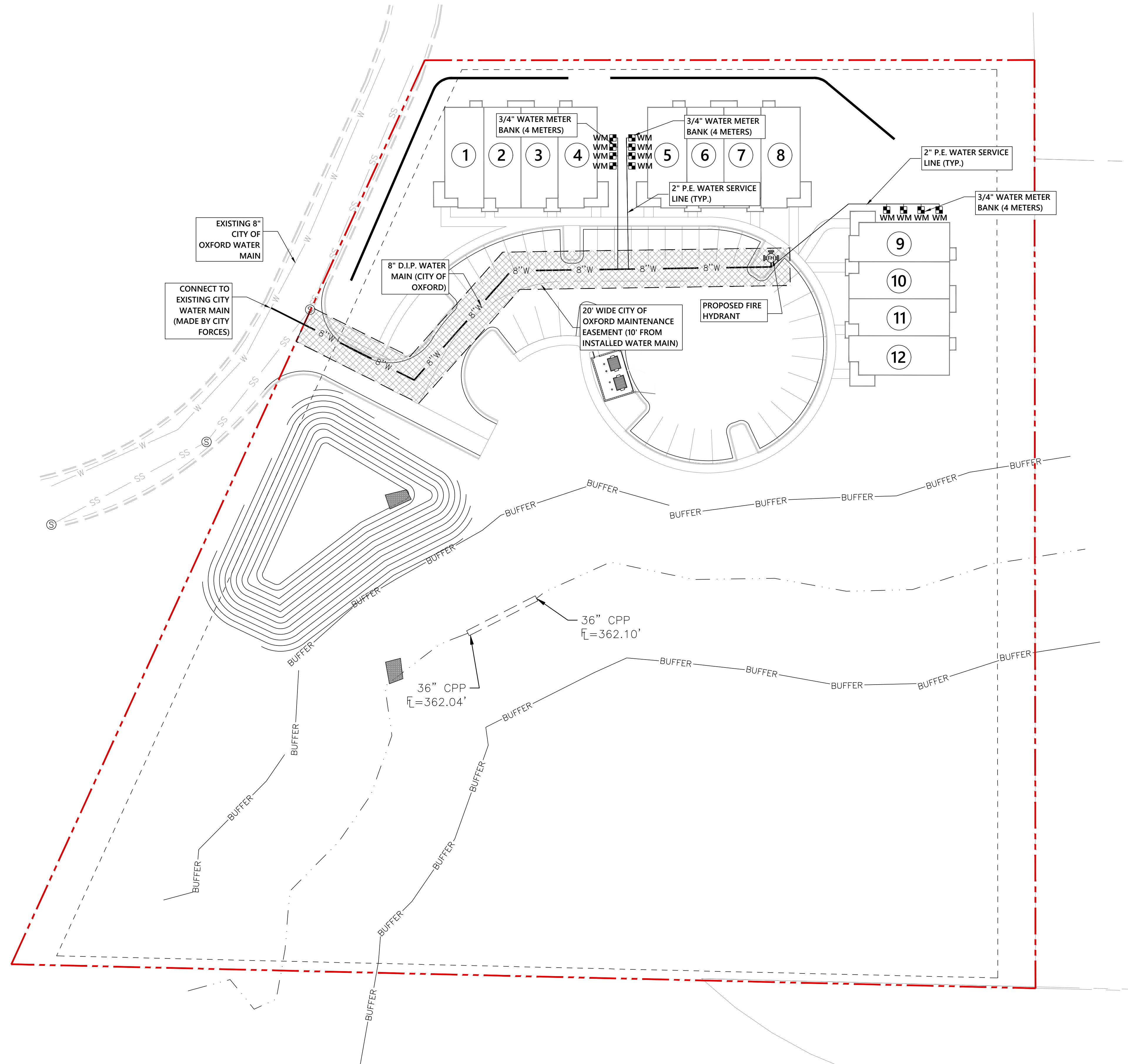


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UTILITY PLAN  
**FIELD STONE FARMS - PHASE 8**  
 LAFAYETTE COUNTY, MISSISSIPPI

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PROJECT NO.	XXXX
DATE	02/12/2024
SCALE	1" = 30'
REVISION	

C-500

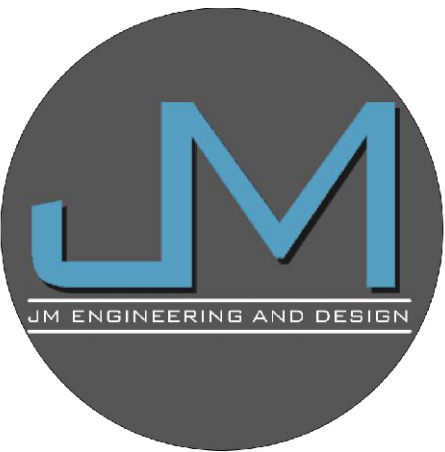


### WATER NOTES

1. ALL WATER MAIN LINES SHALL BE 8" DIAMETER (MIN.) DUCTILE IRON PIPE, CLASS 350.
2. ALL WATER SERVICE LINES SHALL BE 3/4" MINIMUM DIAMETER AND SHALL MEET THE CITY OF OXFORD SPECIFICATIONS.
3. CONSTRUCTION AND MATERIALS FOR THE WATER DISTRIBUTION SYSTEM SHALL CONFORM TO THE SPECIFICATIONS OF THE MISSISSIPPI DEPARTMENT OF HEALTH AND THE CITY OF OXFORD.
4. WATER MAINS SHALL BE INSTALLED AT LEAST 10 FEET HORIZONTALLY AND 18 INCHES VERTICALLY FROM ANY SEWER MAIN OR MANHOLE (WATER OVER SEWER). WHERE WATER MAINS CROSS OVER SEWER MAINS, THE ABOVE REQUIREMENTS MAY BE WAIVED IF PIPE SEGMENTS ARE CENTERED TO PROVIDE MAXIMUM SPACING OF THE JOINTS OF BOTH WATER AND SEWER MAINS AND A VERTICAL SEPARATION OF AT LEAST 18 INCHES (WATER OVER SEWER) IS MAINTAINED. THE DISTANCES AND SPACING MENTIONED ABOVE ARE CLEAR DISTANCES, AND WHENEVER THE DISTANCE CAN NOT BE MET, THE MAIN MUST BE PLACED IN CASING.
5. THE CONTRACTOR SHALL VERIFY LOCATION AND SIZE OF EXISTING WATER MAINS PRIOR TO COMMENCING BORING OR CONNECTION OPERATIONS. THE CONTRACTOR SHALL PROVIDE NECESSARY ADJUSTMENTS TO BOTH NEW AND EXISTING WATER LINES TO ALLOW CONNECTION AND INSTALLATION.
6. WATER MAINS AND SERVICES MUST HAVE A MINIMUM OF 36" CLEARANCE.
7. SPACING OF FIRE HYDRANTS MAY VARY, BUT SHALL IN NO CASE BE SPACED FARTHER THAN 500' APART. SPACING SHALL BE MEASURED LINEARLY ALONG STREET FRONTAGE.
8. CONTRACTOR SHALL MARK WATER CROSSINGS OF COMMON OPEN SPACE AREAS WITH CHISELED "W" ON CURB OR SIDEWALK AT CROSSING LOCATIONS.
9. WATER SERVICE BUILDING ENTRY SHOWN FOR APPROXIMATE LOCATION. EXACT LOCATION TO BE COORDINATED WITH BUILDING ARCHITECT. WATER SERVICE SHALL BE SPACED 10' FROM SEWER SERVICES, WHERE PRACTICAL.
10. METER BOXES MEETING THE CITY OF OXFORD'S REQUIREMENTS SHALL BE PROVIDED FOR EACH BUILDING BY THE DEVELOPER AND INSTALLED TO GRADE.
11. ALL TAPS MADE BY CITY OF OXFORD ARE TO BE PAID FOR BY CONTRACTOR/DEVELOPER. LOCATION OF EXISTING LINE AND TIE IN DETAILS TO BE FINALIZED WITH UTILITY DEPARTMENT.
12. EXACT LOCATION OF IRRIGATION LINE & METER SHALL BE DETERMINED BY LANDSCAPE ARCHITECT. SEE LANDSCAPE PLAN FOR ADDITIONAL INFORMATION.
13. FIRE PROTECTION LINE SIZE TO BE DETERMINED BY FIRE PROTECTION ENGINEER AND FIRE SPRINKLER SYSTEM DEMAND. SEE ARCHITECT PLANS FOR DETAILS.

LEGEND	
PROPERTY LINE	---
ADJACENT PROPERTY LINE	---
BUILDING SETBACK LINE	---
EX. WATER LINE	— W —
EX. SEWER LINE	— S — S
EX. STORM DRAIN	— S — S
EX. TREES	⊗
PROPOSED WATER LINE	— W —
PROPOSED SEWER LINE	— S — S
PROPOSED STORM DRAIN	— S — S
PROPOSED WATER METER	⊗
PROPOSED SEWER MANHOLE	⊗

NOTE: 12 WATER METERS REQUIRED FROM CITY OF OXFORD.



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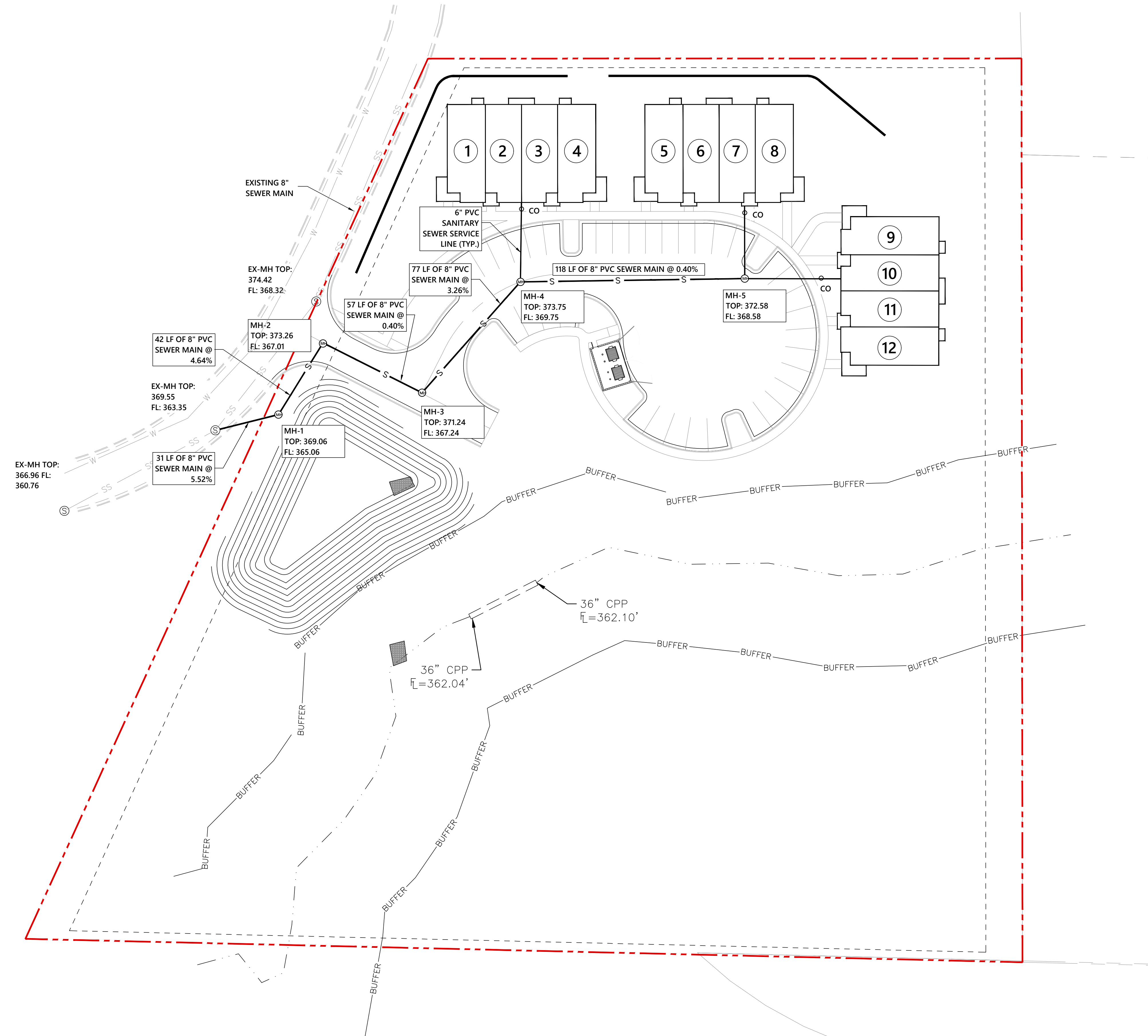
**WATER PLAN**  
**FIELD STONE FARMS - PHASE 8**  
 LAFAYETTE COUNTY, MISSISSIPPI

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CHECKED BY	JRM
PROJECT NO.	XXXX
DATE	02/12/2024
SCALE	1" = 30'
REVISION	

C-501

**SEWER NOTES**

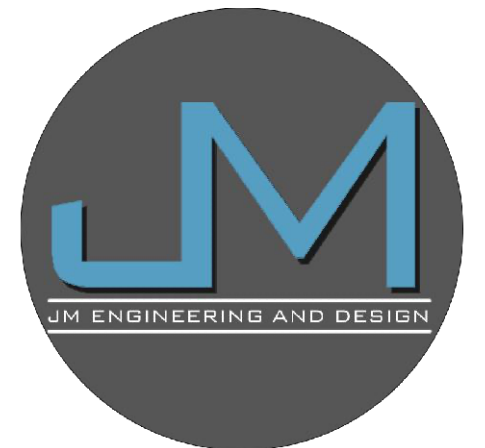
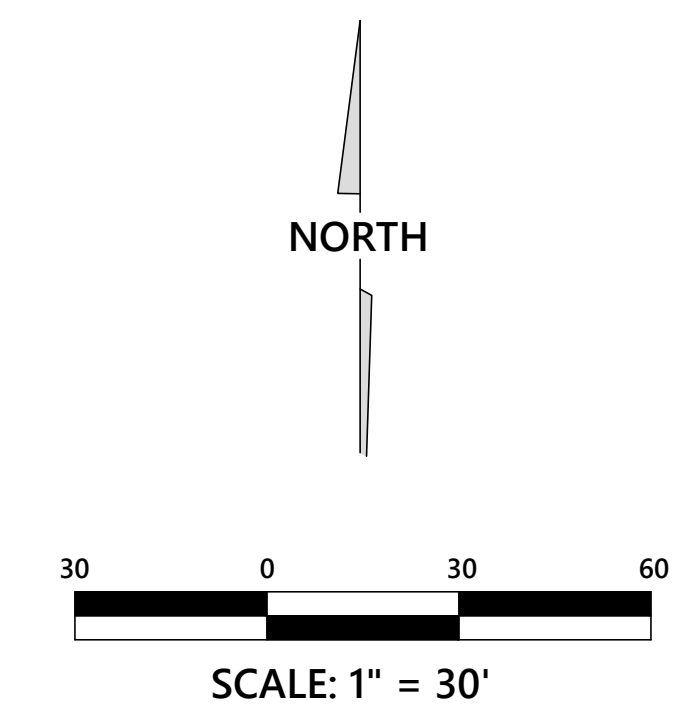
1. SANITARY SEWER SHOULD BE LAID AT LEAST 10 FEET HORIZONTALLY AND 18" VERTICALLY FROM ANY EXISTING OR PROPOSED WATER MAIN, WITH THE WATER MAIN LOCATED ABOVE THE SEWER PIPE. SEWERS CROSSING WATER MAINS SHALL BE ARRANGED SO THAT THE SEWER JOINTS WILL BE EQUIDISTANT AND AS FAR AS POSSIBLE FROM THE WATER MAIN OR THE SEWER SHOULD BE DUCTILE IRON OR SHALL BE ENCASED IN DUCTILE IRON OR CONCRETE FOR A MINIMUM OF ONE FULL JOINT LENGTH ON EACH SIDE OF THE CROSSING.
2. ALL SANITARY SEWER MAINS AND SERVICES SHALL BE PVC SDR-26. SEWER SERVICES SHALL BE 6" IN DIAMETER, AND SHALL BE INSTALLED ON A MINIMUM 1% SLOPE.
3. CONSTRUCTION AND MATERIALS FOR THE SANITARY SEWER SYSTEM SHALL CONFORM TO THE SPECIFICATIONS OF THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY AND THE CITY OF OXFORD.
4. BEDDING MATERIAL SHALL BE REQUIRED BENEATH ALL SANITARY SEWER MAINS, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
5. SEWER SERVICES SHALL BE EXTENDED TO A DISTANCE OF 5' MINIMUM BEHIND BACK OF SIDEWALK AND LOCATED WITH 2" DIA. LOCATION PIPE.
6. CONTRACTOR SHALL MARK SEWER CROSSINGS OF COMMON OPEN SPACE AREAS WITH CHISELED "S" ON CURB OR SIDEWALK AT CROSSING LOCATIONS.
7. SEWER SERVICE SHOWN FOR APPROXIMATE LOCATION. EXACT LOCATION SHALL BE COORDINATED WITH THE BUILDING ARCHITECT AND SHALL BE SPACED 10' FROM WATER SERVICES, WHERE PRACTICAL.
8. ALL STORM DRAIN AND SEWER SHALL BE INSPECTED BY CAMERA AND IN THE PRESENCE OF A CITY REPRESENTATIVE. ANY DAMAGE OR DEFICIENCIES SHALL BE REMOVED AND REPLACED AND OR REPAIRED IN ACCORDANCE TO MANUFACTURERS AT THE DISCRETION OF THE CITY. ALL REPAIRS SHALL BE MADE PRIOR TO CITY ACCEPTANCE.
9. MANHOLES SHALL BE WATERPROOFED.
10. DEFLECTION TESTS SHALL BE PERFORMED ON ALL FLEXIBLE PIPE. THE TEST SHALL BE CONDUCTED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE AT LEAST 30 DAYS. NO PIPE SHALL EXCEED A DEFLECTION OF 5%. IF THE DEFLECTION TEST IS TO BE RUN USING A RIGID BALL OR MANDREL, IT SHALL HAVE A DIAMETER EQUAL TO 95% OF THE INSIDE DIAMETER OF THE PIPE. THE TEST SHALL BE PERFORMED WITHOUT MECHANICAL PULLING DEVICES.



**LEGEND**

PROPERTY LINE	---
ADJACENT PROPERTY LINE	- - - -
BUILDING SETBACK LINE	---
EX. WATER LINE	— W —
EX. SEWER LINE	— S —
EX. STORM DRAIN	— S —
EX. TREES	⊗
PROPOSED WATER LINE	— W —
PROPOSED SEWER LINE	— S —
PROPOSED STORM DRAIN	— S —
PROPOSED WATER METER	WM
PROPOSED SEWER MANHOLE	⊙

NOTE: 12 SEWER TAPS REQUIRED FROM CITY OF OXFORD.



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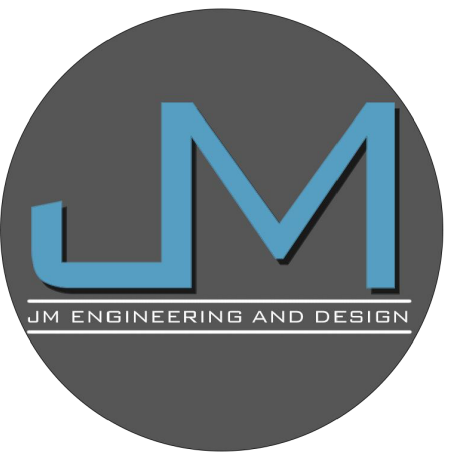
**SANITARY SEWER PLAN**  
**FIELD STONE FARMS - PHASE 8**  
 LAFAYETTE COUNTY, MISSISSIPPI

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PROJECT NO.	XXXX
DATE	02/12/2024
SCALE	1" = 30'
REVISION	

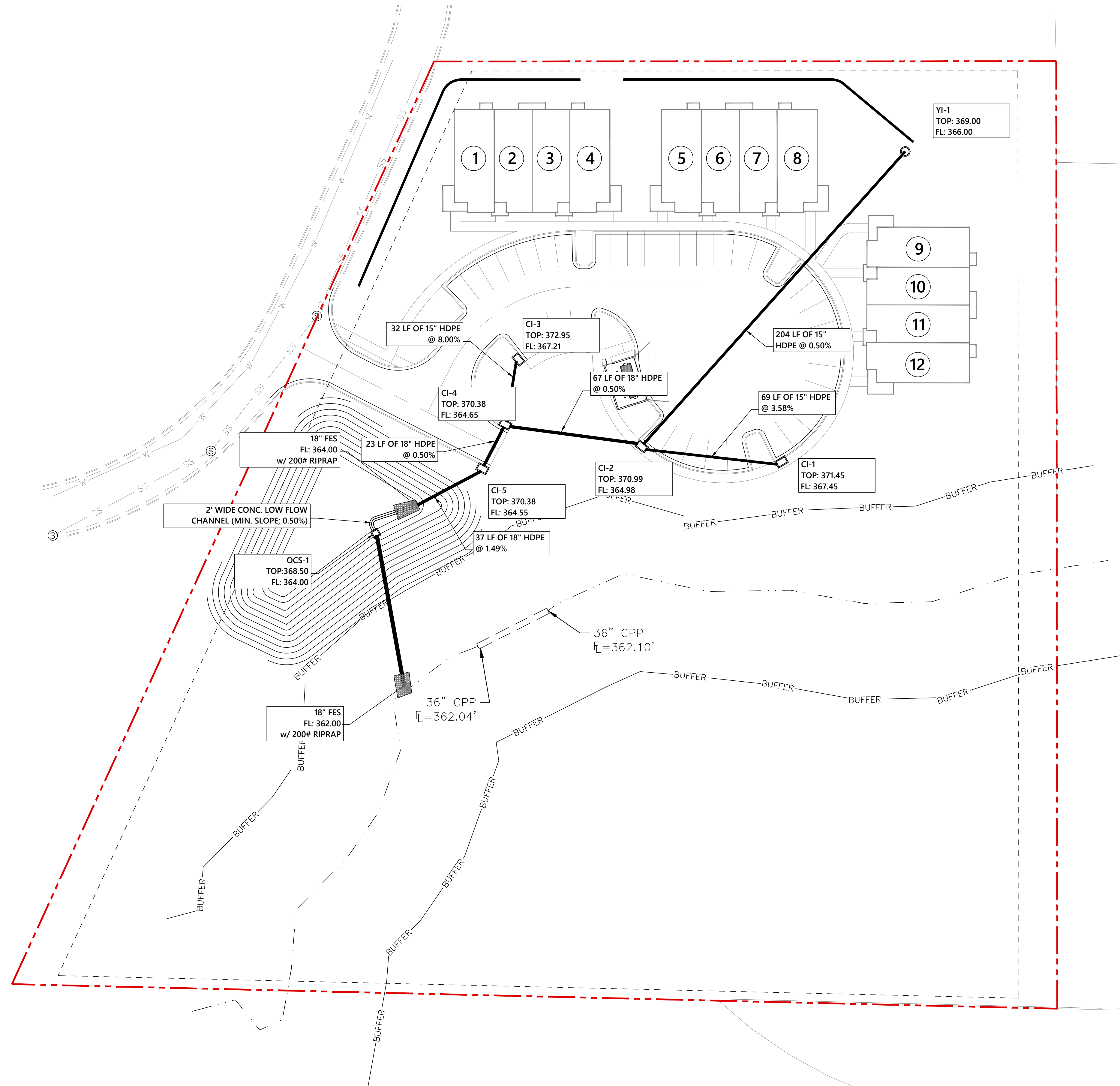
**C-502**

**STORMWATER NOTES**

1. ALL CONSTRUCTION METHODS AND MATERIALS USED IN THE STORM WATER SYSTEM MUST COMPLY IN ALL RESPECTS TO THE CITY OF OXFORD SPECIFICATIONS AND INSPECTION REQUIREMENTS. IF A DISCREPANCY BETWEEN THE CITY OF OXFORD SPECIFICATIONS AND THE CONSTRUCTION PLANS, THE CITY OF OXFORD SPECIFICATIONS GOVERN.
2. ANY CHANGES TO THE STORMWATER WATER DRAWINGS MUST BE APPROVED BY ENGINEER AND THE CITY OF OXFORD.
3. ALL INLETS IN CITY ROW SHALL BE MDOT SS-2 WITH CAST-IN-PLACE TOPS AND ACCESSIBLE LIDS.
4. DRAINAGE BASINS IN CITY ROW SHALL BE CAST-IN-PLACE CONCRETE INLETS OR PRECAST CONCRETE INLETS.
5. ONSITE INLETS SHALL BE NYLOPLAST BASINS OR APPROVED EQUAL. SEE MANUFACTURERS SPECIFICATIONS AND DETAILS.
6. NO DRAINS WILL BE INSTALLED IN TRUCK DOCK AREAS. CONTRACTOR SHALL INSTALL PIPE AS SHOWN, TEMPORARY PLUG PIPE AND MARK FOR FUTURE CONNECTION. TIES WILL BE MADE TO CURB INLETS BY THE CONTRACTOR AS SHOWN.
7. ALL PVC INSTALLED FOR ROOF DRAINS SHALL HAVE A CLEAN OUT AT TERMINI FOR ACCESS AND MAINTENANCE.
8. ALL STORM DRAIN AND SEWER SHALL BE INSPECTED BY CAMERA AND IN THE PRESENCE OF A CITY REPRESENTATIVE. ANY DAMAGE OR DEFICIENCIES SHALL BE REMOVED AND REPLACED AND OR REPAIRED IN ACCORDANCE TO MANUFACTURERS AT THE DISCRETION OF THE CITY. ALL REPAIRS SHALL BE MADE PRIOR TO CITY ACCEPTANCE.

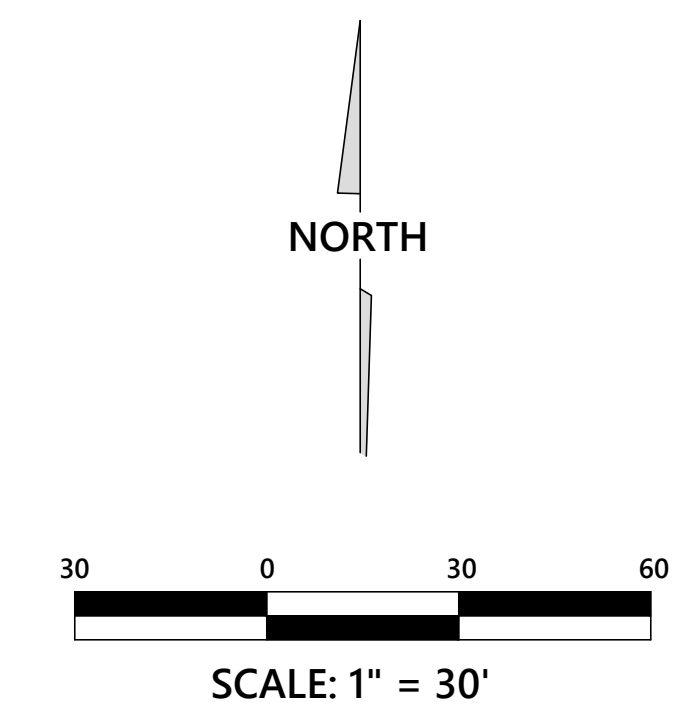


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**LEGEND**

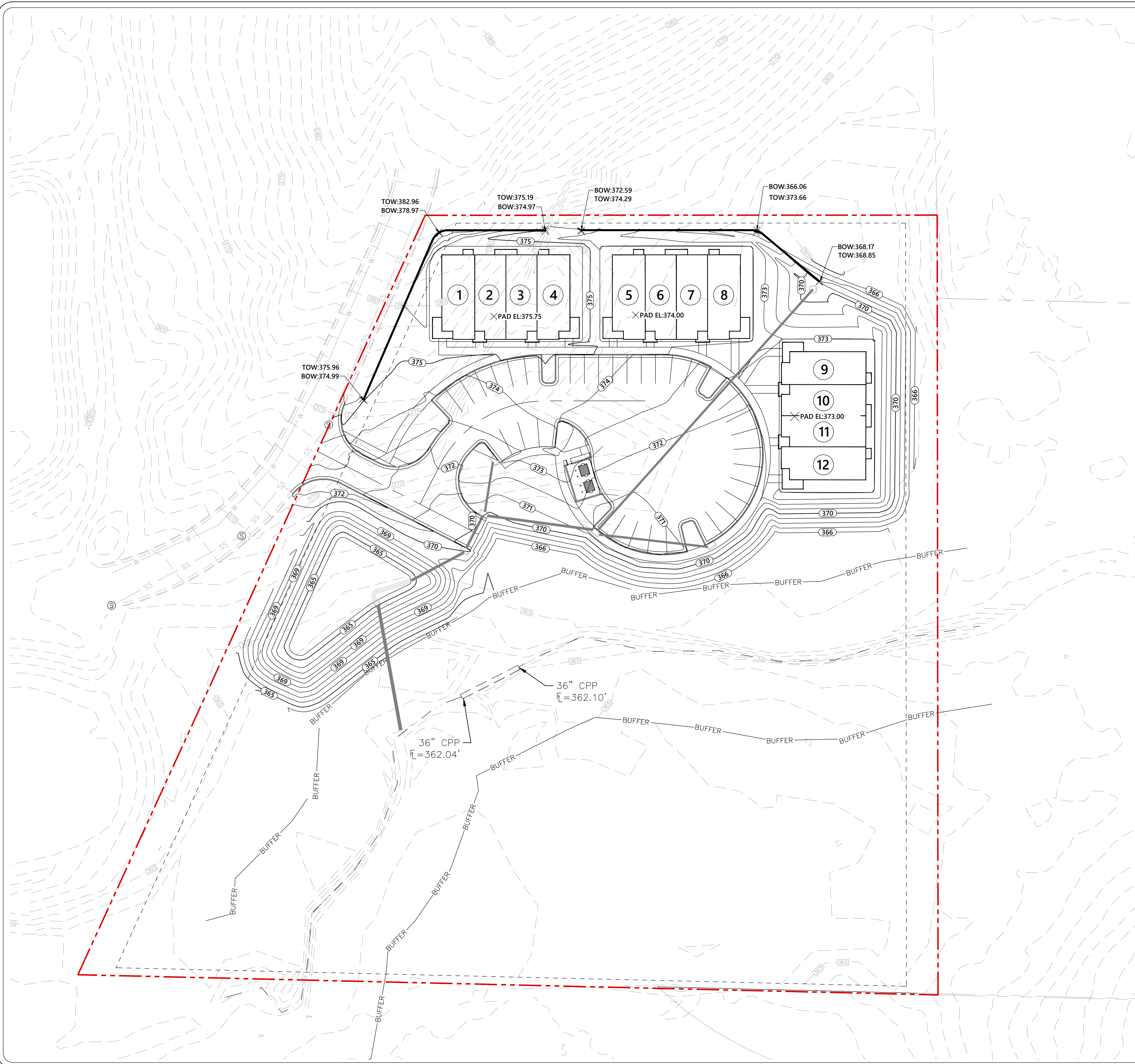
PROPERTY LINE	---
ADJACENT PROPERTY LINE	----
BUILDING SETBACK LINE	_____
EX. WATER LINE	-W-
EX. SEWER LINE	-S-
EX. STORM DRAIN	-SD-
EX. TREES	(Tree symbol)
PROPOSED WATER LINE	—W—
PROPOSED SEWER LINE	—S—
PROPOSED STORM DRAIN	—SD—
PROPOSED WATER METER	(M symbol)
PROPOSED SEWER MANHOLE	(MH symbol)



**STORM DRAINAGE PLAN**  
**FIELD STONE FARMS - PHASE 8**  
 LAFAYETTE COUNTY, MISSISSIPPI

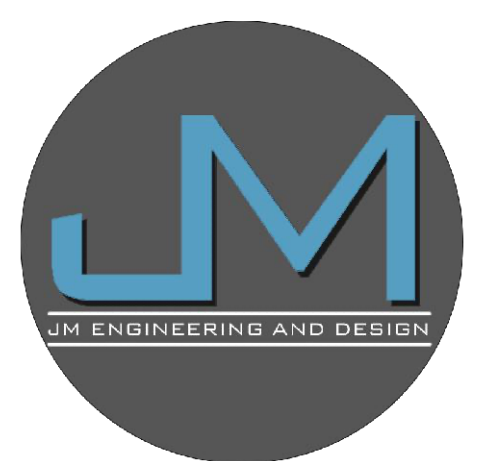
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CHECKED BY	JRM
PROJECT NO.	XXXX
DATE	02/12/2024
SCALE	1" = 30'
REVISION	

**C-503**



**LEGEND**

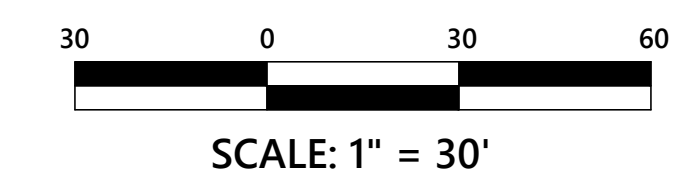
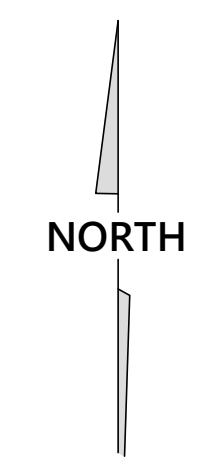
PROPERTY LINE	
ADJACENT PROPERTY LINE	
BUILDING SETBACK LINE	
EX. WATER LINE	
EX. SEWER LINE	
EX. STORM DRAIN	
EX. TREES	
PROPOSED WATER LINE	
PROPOSED SEWER LINE	
PROPOSED STORM DRAIN	
PROPOSED WATER METER	
PROPOSED SEWER MANHOLE	



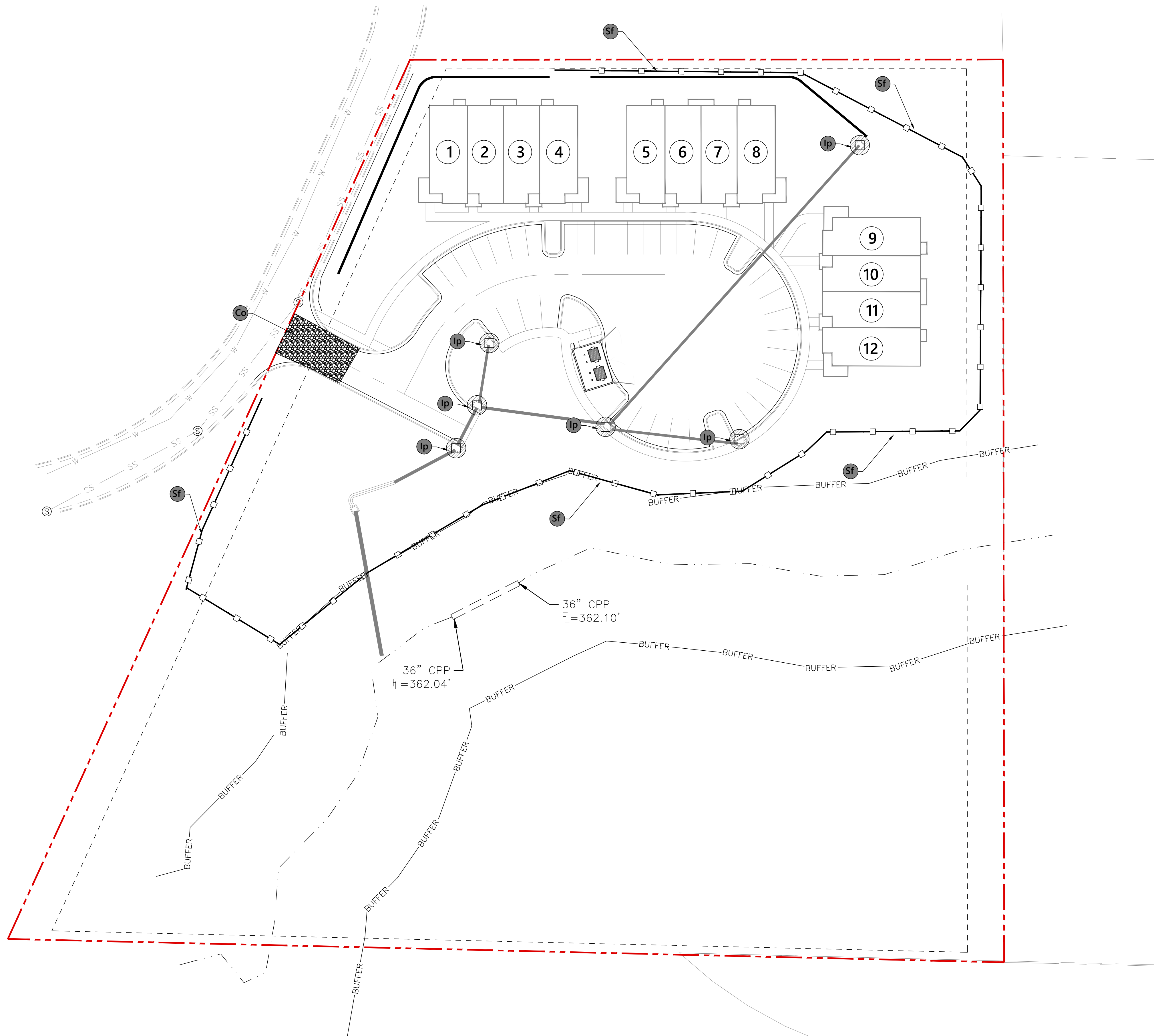
**JM ENGINEERING  
AND DESIGN, LLC**  
OXFORD, MS  
(662) 801-8803

**GRADING PLAN**  
**FIELD STONE FARMS - PHASE 8**  
LAFAYETTE COUNTY, MISSISSIPPI

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DATE	02/12/2024
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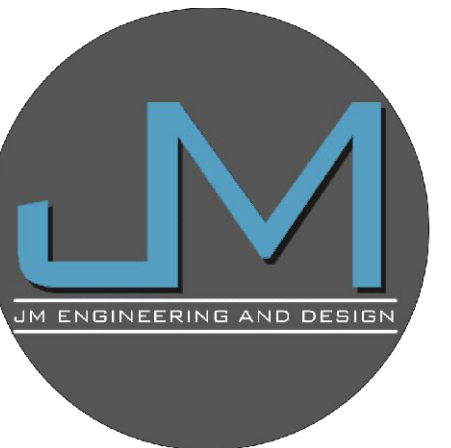
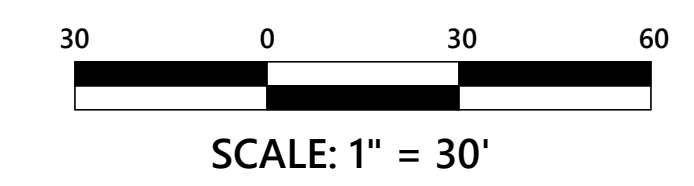
**C-600**



**EROSION CONTROL GENERAL NOTES**

1. THE EROSION CONTROL SYSTEMS REQUIRE CERTIFICATION BY THE ENGINEER OF RECORD. SUCH CERTIFIED SYSTEMS SHALL BE COMPLETED, INSPECTED, AND IN PLACE BEFORE CONSTRUCTION BEGINS.
2. THE CONTRACTOR, PERMITTEE OR OWNER SHALL BE RESPONSIBLE FOR THE INSPECTION, MODIFICATION AND PROPER MAINTENANCE OF THE EROSION CONTROL DEVICES AS NECESSARY.
3. ALL EROSION CONTROL MEASURES REQUIRED TO RETAIN SEDIMENT ON-SITE AND TO SAFELY DISCHARGE ANY ACCELERATED RUNOFF GENERATED BY THE PROJECT SHALL BE INSTALLED DURING THE INITIAL CONSTRUCTION PHASE OF THE PROJECT.
4. THE CONSTRUCTION AND MAINTENANCE OF ALL EROSION CONTROL SYSTEMS SHALL BE IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED EROSION CONTROL PLAN.
5. TEMPORARY EROSION CONTROL DEVICES SHOWN ON THE EROSION CONTROL PLAN WHICH INTERFERE WITH THE WORK SHALL BE RELOCATED OR MODIFIED AS THE WORK PROGRESSES.
6. EROSION CONTROL SYSTEMS SHALL BE SERVICED AND MAINTAINED TO PROVIDE CONTINUOUS CAPACITY AND ADEQUACY TO FUNCTION AS DESIGNED. AFTER PRECIPITATION EXCEEDING ONE QUARTER (1/4) INCH IN ANY 12-HOUR PERIOD SILT AND DEBRIS SHALL BE REMOVED FROM CHECK DAMS AND DESILTING BASINS.
7. EROSION CONTROL PROVISIONS SHALL INCLUDE AND COMPLEMENT DRAINAGE PATTERNS DURING THE CURRENT AND FUTURE PHASES OF GRADING THROUGHOUT THE RAINY SEASON.
8. PAVED STREETS, SIDEWALKS, AND OTHER IMPROVEMENTS SHALL BE MAINTAINED IN A NEAT AND CLEAN CONDITION, FREE OF LOOSE SOIL, CONSTRUCTION DEBRIS, AND TRASH. STREET SWEEPING OR OTHER EQUALLY EFFECTIVE MEANS SHALL BE USED ON A REGULAR BASIS TO CONTROL EROSION. WATERING SHALL NOT BE USED TO CLEAN STREETS EXCEPT FOR THE REMOVAL OF FINE MATERIAL NOT OTHERWISE REMOVED BY SWEEPING OR OTHER MECHANICAL MEANS.
9. A GRAVEL BAG SILT BASIN OR TRAP SHALL BE PROVIDED AT EVERY STORM DRAIN INLET TO PREVENT SEDIMENT FROM ENTERING THE STORM DRAIN SYSTEM.
10. OWNER/CONTRACTOR SHALL USE APPLICABLE BEST MANAGEMENT PRACTICES (BMP'S) AS CONTAINED IN THE MISSISSIPPI DEQ MANUAL.
11. CONTRACTOR MUST ENSURE THAT THE CONSTRUCTION SITE IS PREPARED PRIOR TO THE ONSET OF ANY STORM.
12. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED UNTIL DISTURBED AREAS ARE STABILIZED. CHANGES TO THIS EROSION AND SEDIMENT CONTROL PLAN SHALL BE MADE TO MEET FIELD CONDITIONS ONLY WITH THE APPROVAL OF OR AT THE DIRECTION OF A REPRESENTATIVE OF THE ENGINEER.
13. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CHECKED BEFORE AND AFTER ALL STORMS TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.
14. CONTRACTOR SHALL MAINTAIN A LOG AT THE SITE OF ALL INSPECTIONS OR MAINTENANCE OF BMP AS WELL AS ANY CORRECTIVE CHANGES TO THE BMP'S OR EROSION AND SEDIMENT CONTROL PLAN.
15. THE CONTRACTOR SHALL INSTALL THE STABILIZED CONSTRUCTION ENTRANCE PRIOR TO COMMENCEMENT OF GRADING. LOCATION OF THE ENTRANCE MAY BE ADJUSTED BY THE CONTRACTOR TO FACILITATE GRADING OPERATIONS. ALL CONSTRUCTION TRAFFIC ENTERING THE PAVED ROAD MUST CROSS THE STABILIZED CONSTRUCTION ENTRANCE. THE STABILIZED CONSTRUCTION ENTRANCE SHALL REMAIN IN PLACE UNTIL THE ROAD BASE ROCK COURSE IS COMPLETED.
16. ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE SWEEPED AT THE END OF EACH WORKING DAY OR AS NECESSARY.

UNIFORM CODING SYSTEM FOR SOIL EROSION AND SEDIMENT CONTROL PRACTICES				
STRUCTURAL PRACTICES				
CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
Cd	CHECKDAM			A small temporary barrier or dam constructed across a swale, drainage ditch or area of concentrated flow.
Co	CONSTRUCTION EXIT			A stone-stabilized pad located at any point where traffic will be leaving a construction site to a public right of way, street, alley, sidewalk or parking lot.
Di	DIVERSION			An earth channel or dike located above, below, or across a slope to divert runoff. This may be a temporary or permanent structure.
Ip	INLET SEDIMENT TRAP			An impounding area created by excavating around a storm drain drop inlet. The excavated area will be filled and stabilized on completion of construction activities.
Rd	ROCK FILTER DAM			A permanent or temporary stone filter dam installed across small streams or drainageways.
Sf	SILT FENCE			A barrier to prevent sediment from leaving the construction site. It may be sandbags, bales of straw or hay, brush, or a sediment fence. The barriers are usually temporary & inexpensive.
Tsb	TEMPORARY SEDIMENT BASIN			A basin created by excavating or constructing a dam across a waterway. The surface water runoff is temporarily stored allowing the bulk of the sediment to drop out.
Sr	TEMPORARY STREAM CROSSING			A temporary bridge or culvert-type structure protecting a stream or watercourse from damage by crossing construction equipment.
St	STORM DRAIN OUTLET PROTECTION			A paved or short section of rip rap channel at the outlet of a storm drain system preventing erosion from the concentrated runoff.



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**EROSION CONTROL PLAN**  
**FIELD STONE FARMS - PHASE 8**  
 LAFAYETTE COUNTY, MISSISSIPPI

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**C-700**



**GENERAL NOTES**

1) LIST OF PUBLIC UTILITIES:

- WATER - OXFORD PUBLIC WORKS - ROB NEELY - 662-232-2373
- SEWER - OXFORD PUBLIC WORKS - ROB NEELY - 662-232-2373
- ELECTRIC - OXFORD ELECTRIC - ROB NEELY - 662-232-2373
- GAS - CENTERPOINT ENERGY
- ALL OTHERS UTILITIES - OXFORD PUBLIC WORKS - ROB NEELY - 662-232-2373

2) IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, CURBS, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. EXTREME CARE SHALL BE EXERCISED IN UNDERCUT AREAS AND THE UNDERCUT DEPTH MAY BE ADJUSTED AT CROSS DRAINS, AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGES.

3) ALL EXISTING UTILITIES OR OTHER OBSTRUCTIONS, WHICH CONFLICT WITH REQUIRED CONSTRUCTION SHALL BE REMOVED AT THE CONTRACTOR'S EXPENSE AS AN ABSORBED ITEM.

4) THE EROSION CONTROL DEVICES REFERENCED IN THESE PLANS ARE A MINIMUM REQUIREMENT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE CONSTRUCTION SITE OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN A "SMALL CONSTRUCTION NOTICE OF INTENT" PERMIT AS REQUIRED BY THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY AND MAINTAIN THE PLAN DURING CONSTRUCTION.

5) EXISTING UTILITIES ON THE DRAWINGS ARE SHOWN IN THEIR ORIGINAL LOCATION BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CAN NOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS (INCLUDING MISSISSIPPI ONE CALL) TO HAVE UNDERGROUND UTILITY LINES LOCATED IN ADVANCE OF CONSTRUCTION.

6) WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE WHAT BRACING, SHORING OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES, INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY, SHALL BE INCLUDED IN THE PRICE BID FOR CONTRACT ITEMS.

7) IN ORDER TO HOLD SILT TO A MINIMUM, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL AND MAINTAIN TEMPORARY EROSION CONTROL MEASURES (SILT FENCE, DITCH DECKS, ETC.)

8) ANY AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED BY THE CONTRACTOR (TO INCLUDE GRASSING AND SITE GRADING) AS DIRECTED BY THE ENGINEER, ARCHITECT OR OWNER. CONTRACTOR SHALL PROVIDE TEMPORARY EROSION CONTROL FOR DISTURBED AREA UNTIL THEY HAVE BEEN GRASSED AND GROWTH ESTABLISHED.

9) THIS PLAN DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF INSTALLING TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE MUTCD. OTHER SIGNS AND TRAFFIC CONTROL DEVICES MAY BE REQUIRED DURING THE VARIOUS PHASES OF CONSTRUCTION. ALL TRAFFIC CONTROL DEVICES ON THIS PROJECT SHALL COMPLY WITH PART VI OF THE M.U.T.C.D. (LATEST EDITION).

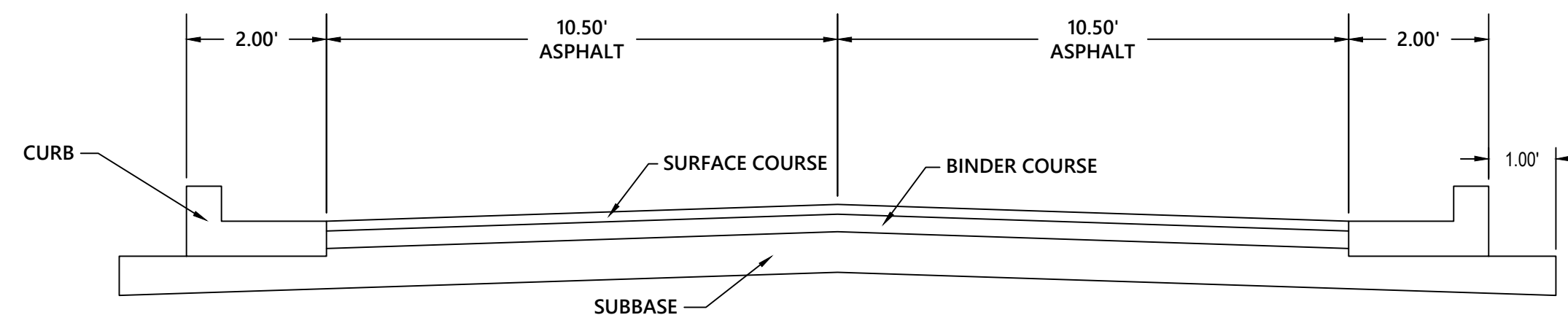
10) THE CONTRACTOR IS TO REMOVE AND RESET ANY SIGNS WHICH CONFLICT WITH CONSTRUCTION.

11) THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE PROJECT ENGINEER BEFORE ORDERING MATERIALS.

12) BRICK RED TRUNCATED DOMES REQUIRED AT ALL SIDEWALK CROSSINGS

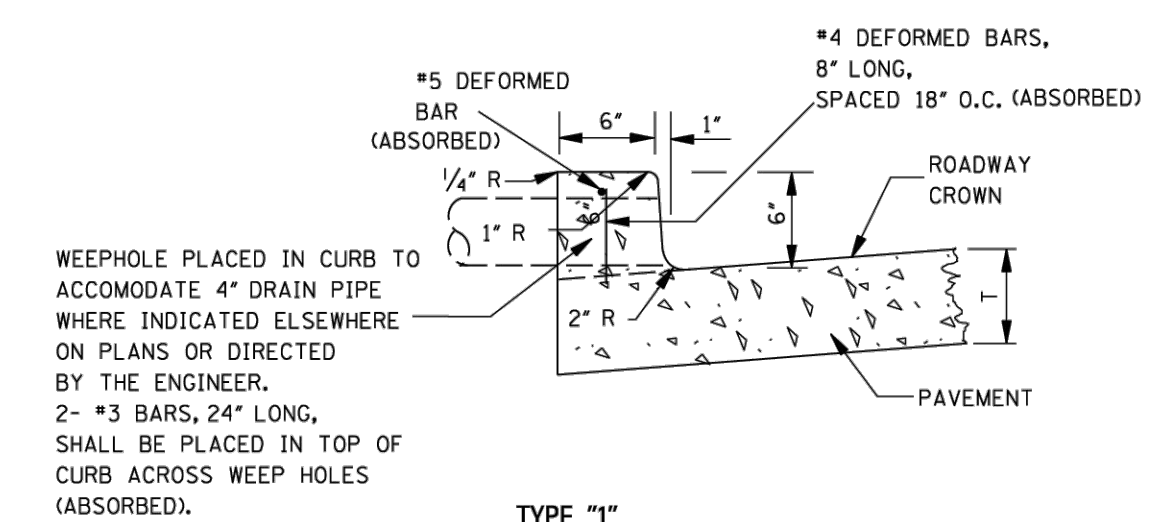
13) IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ACQUIRE A COPY OF THE GEOTECH REPORT AND FOLLOW ALL RECOMMENDATIONS.

14) ALL MATERIALS USED SHALL MEET CITY OF NEW ALBANY SPECIFICATIONS AND REQUIREMENTS.

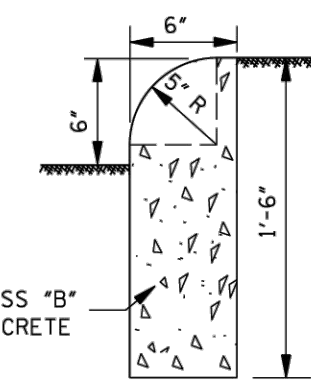


**Typical Sections - Parking and Interior Drives**

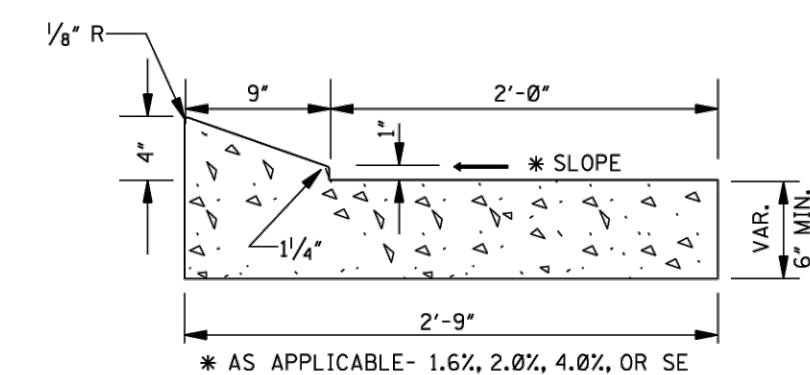
- FLEXIBLE PAVEMENT(S)**  
(LIGHT-DUTY)  
SUBGRADE: 8" MINIMUM PROCESSED IN-SITU SOILS OR SELECT IMPORTED FILL COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DRY DENSITY AS DEFINED BY ASTM D-698.  
SUBBASE: 6" MINIMUM CRUSHED LIMESTONE MEETING MDOT SPECIFICATIONS FOR SIZE NO. 610 AGGREGATE. COMPACT TO A MINIMUM OF 98% OF MAXIMUM DRY DENSITY AS DEFINED BY ASTM D-698.  
BASE: 2.0" MINIMUM HOT MIXED BITUMINOUS BASE COURSE CONFORMING TO MDOT STANDARD SPECIFICATIONS FOR TYPE MT-19MM OR BB-1 MATERIAL.  
SURFACE: 1.5" MINIMUM HOT MIXED BITUMINOUS SURFACE COURSE CONFORMING TO MDOT STANDARD SPECIFICATIONS FOR TYPE MT-9.5 MM OR SC-L MATERIAL.
- (CEMENT STABILIZED ALTERNATE)**  
SUBGRADE: 6" MINIMUM PROCESSED IN-SITU SOILS OR SELECT IMPORTED FILL COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DRY DENSITY AS DEFINED BY ASTM D-698. INCORPORATE 6% PORTLAND CEMENT (BY VOLUME) IN ACCORDANCE WITH MDOT STANDARD SPECIFICATIONS WITHIN UPPER 8" OF SUBGRADE. (APPX 34#/SY)  
BASE: 2.0" MINIMUM HOT MIXED BITUMINOUS BASE COURSE CONFORMING TO MDOT STANDARD SPECIFICATIONS FOR TYPE MT-19MM OR BB-1 MATERIAL.  
SURFACE: 1.5" MINIMUM HOT MIXED BITUMINOUS SURFACE COURSE CONFORMING TO MDOT STANDARD SPECIFICATIONS FOR TYPE MT-9.5 MM OR SC-L MATERIAL.
- (HEAVY-DUTY)**  
SUBGRADE: 8" MINIMUM PROCESSED IN-SITU SOILS OR SELECT IMPORTED FILL COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DRY DENSITY AS DEFINED BY ASTM D-698.  
SUBBASE: 6" MINIMUM CRUSHED LIMESTONE MEETING MDOT SPECIFICATIONS FOR SIZE NO. 610 AGGREGATE. COMPACT TO A MINIMUM OF 98% OF MAXIMUM DRY DENSITY AS DEFINED BY ASTM D-698.  
BASE: 4.0" MINIMUM HOT MIXED BITUMINOUS BASE COURSE CONFORMING TO MDOT STANDARD SPECIFICATIONS FOR TYPE MT-19 MM OR BB-1 MATERIAL.  
SURFACE: 2.0" MINIMUM HOT MIXED BITUMINOUS SURFACE COURSE CONFORMING TO MDOT STANDARD SPECIFICATIONS FOR TYPE MT-9.5 MM OR SC-1 MATERIAL.
- (CEMENT STABILIZED ALTERNATE)**  
SUBGRADE: 6" MINIMUM PROCESSED IN-SITU SOILS OR SELECT IMPORTED FILL COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DRY DENSITY AS DEFINED BY ASTM D-698. INCORPORATE 6% PORTLAND CEMENT (BY VOLUME) IN ACCORDANCE WITH MDOT STANDARD SPECIFICATIONS WITHIN UPPER 8" OF SUBGRADE. (APPX 34#/SY)  
BASE: 4.0" MINIMUM HOT MIXED BITUMINOUS BASE COURSE CONFORMING TO MDOT STANDARD SPECIFICATIONS FOR TYPE MT-19MM OR BB-1 MATERIAL.  
SURFACE: 2.0" MINIMUM HOT MIXED BITUMINOUS SURFACE COURSE CONFORMING TO MDOT STANDARD SPECIFICATIONS FOR TYPE MT-9.5 MM OR SC-L MATERIAL.



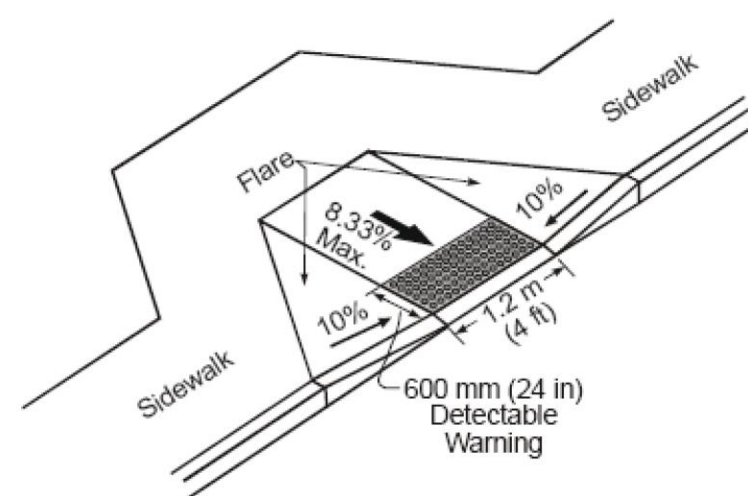
**TYPE "1"  
DETAIL OF  
INTEGRAL CURB**



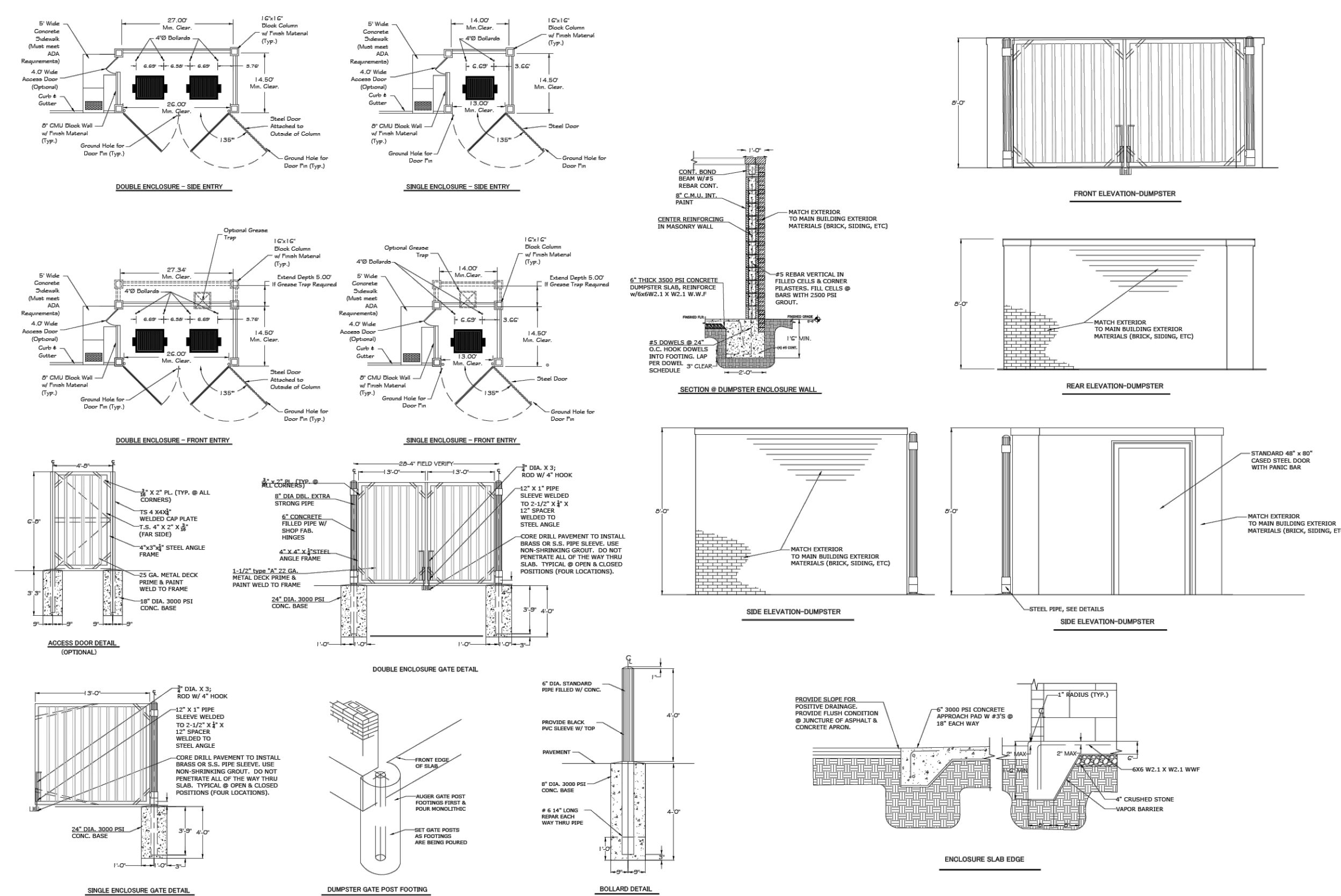
**DETAIL OF HEADER CURB**  
CONTRACTION JOINTS REQUIRED AT 20' O.C.  
EXPANSION JOINTS REQUIRED AT 60' O.C.  
UNLESS OTHERWISE DIRECTED BY ENGINEER.



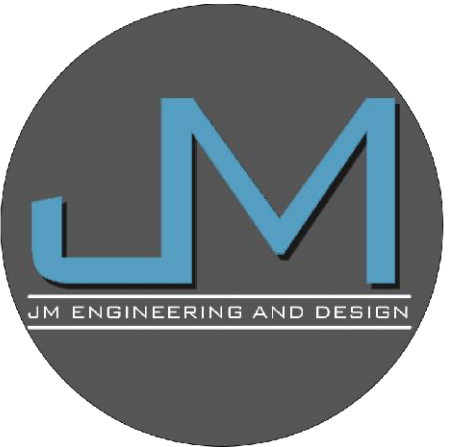
**TYPE "2"  
DETAIL OF COMBINATION  
CURB & GUTTER**



**ADA CURB RAMP DETAIL**



**DUMPSTER DETAIL**

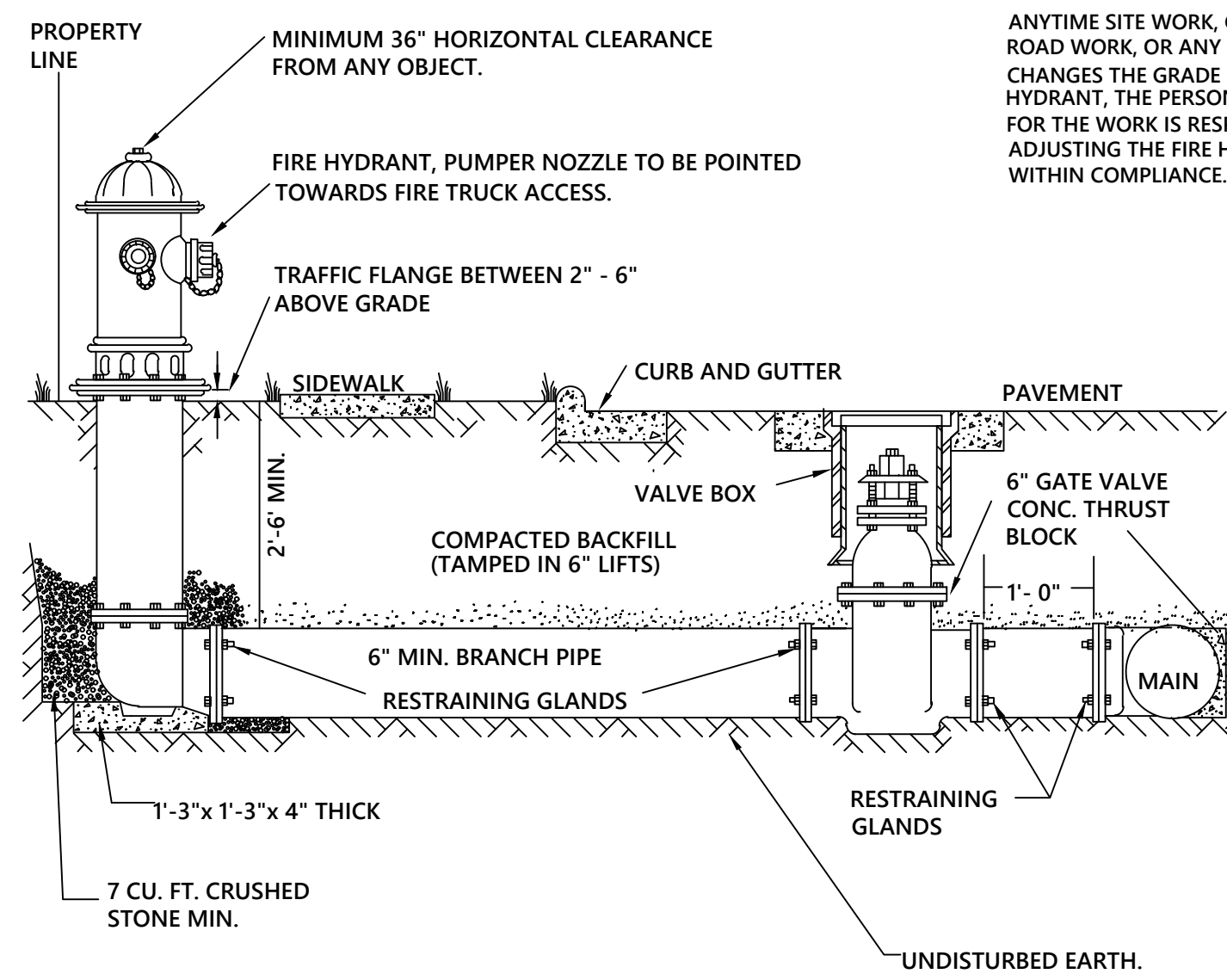


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**SITE DETAILS**  
**FIELD STONE FARMS - PHASE 8**  
**LAFAYETTE COUNTY, MISSISSIPPI**

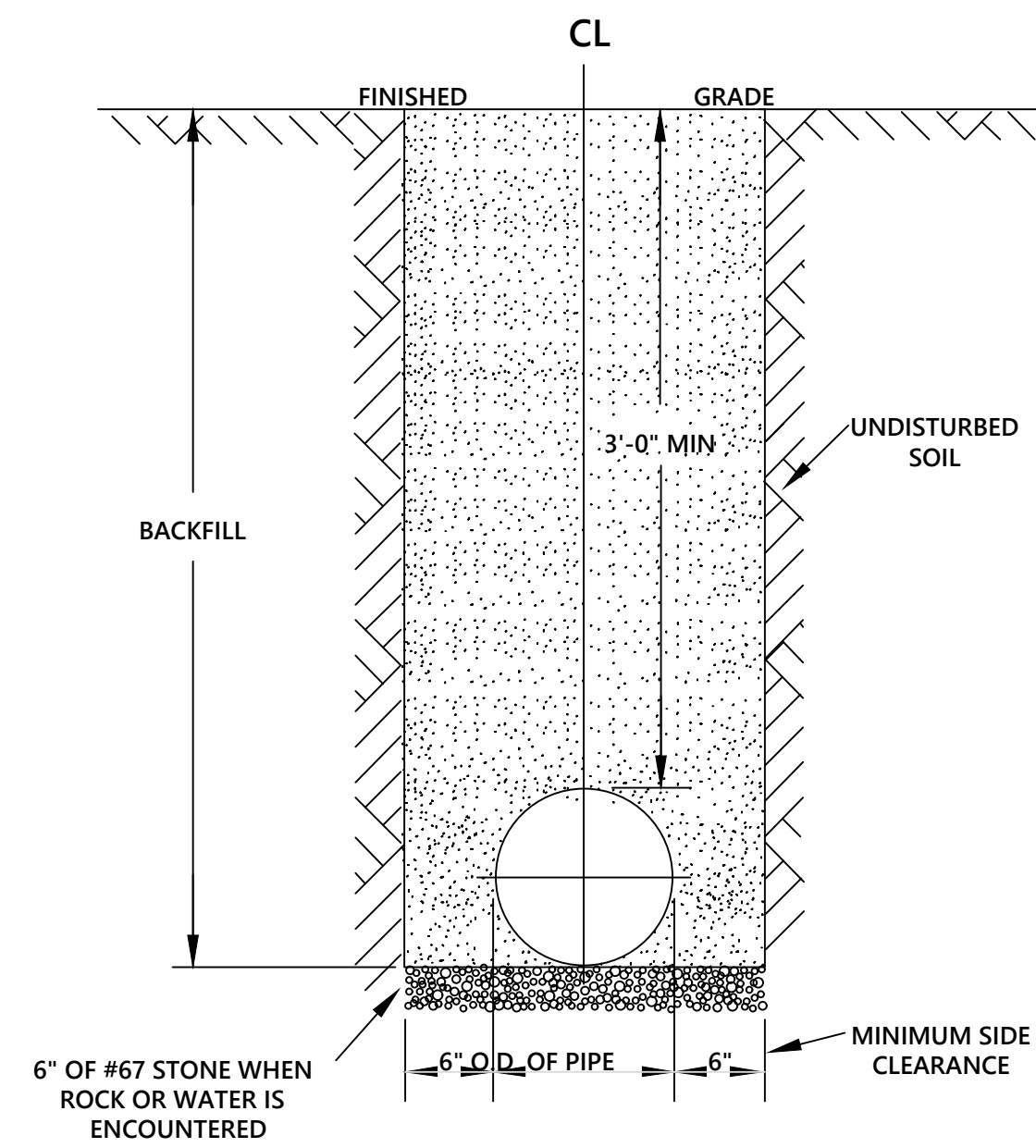
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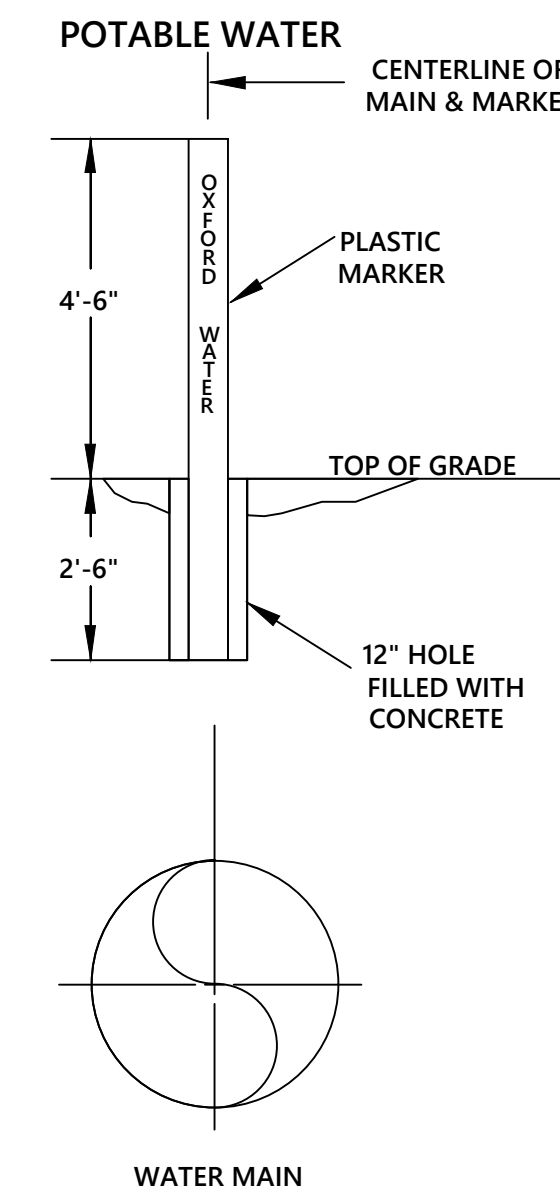
- ANYTIME SITE WORK, CONSTRUCTION, ROAD WORK, OR ANY OTHER WORK CHANGES THE GRADE OF THE FIRE HYDRANT, THE PERSON RESPONSIBLE FOR THE WORK IS RESPONSIBLE FOR ADJUSTING THE FIRE HYDRANT TO STAY WITHIN COMPLIANCE.
- NOTES:
1. FIRE HYDRANT SHALL BE AS MANUFACTURED: MUELLER, AMERICAN DARLING, KENNEDY, M&H, WATEROUS, CLOW, EAST JORDAN IRON WORKS, OR US PIPE.
  2. BRANCH PIPE SHALL BE DUCTILE IRON AWWA C150-96
  3. 6\"/>

FIRE HYDRANT INSTALLATION DETAIL



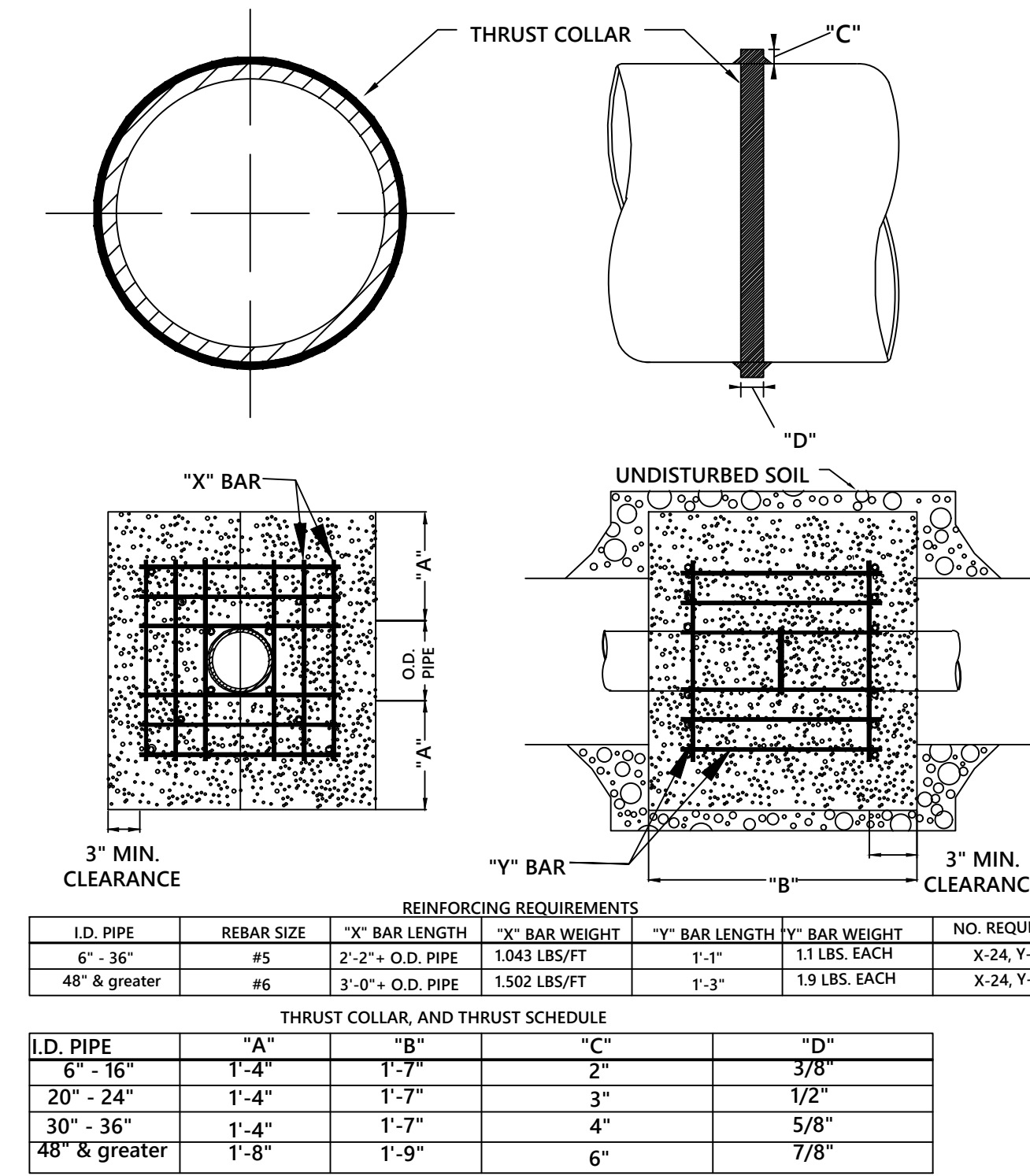
- NOTES:
1. TRENCHES REQUIRING SHORING AND BRACING, DIMENSIONS SHALL BE TAKEN FROM THE INSIDE FACE OF THE SHORING AND BRACING.
  2. NO ROCKS OR BOULDERS 4\"/>

TRENCH REQUIREMENTS FOR MAIN

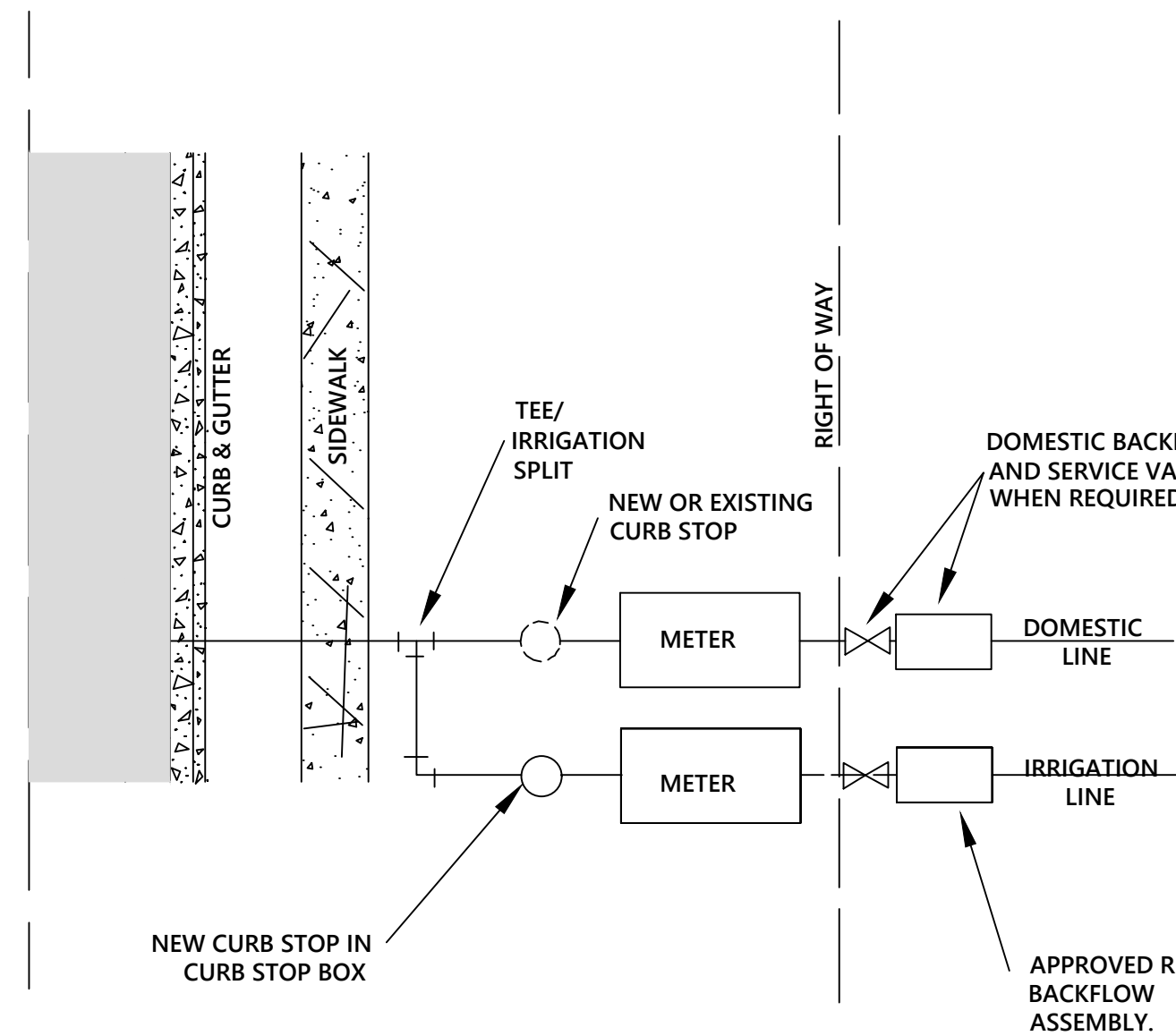


- NOTES:
1. POTABLE WATER MARKER TO BE BLUE IN COLOR.
  2. POTABLE WATER MARKER TO BE LABELED \"OXFORD WATER\".
  3. TO BE SPACED ALONG CENTERLINE OF MAIN EVERY 300 FEET.
  4. MARKERS TO BE ROUND AND 4\"/>

TRENCH REQUIREMENTS FOR MAIN

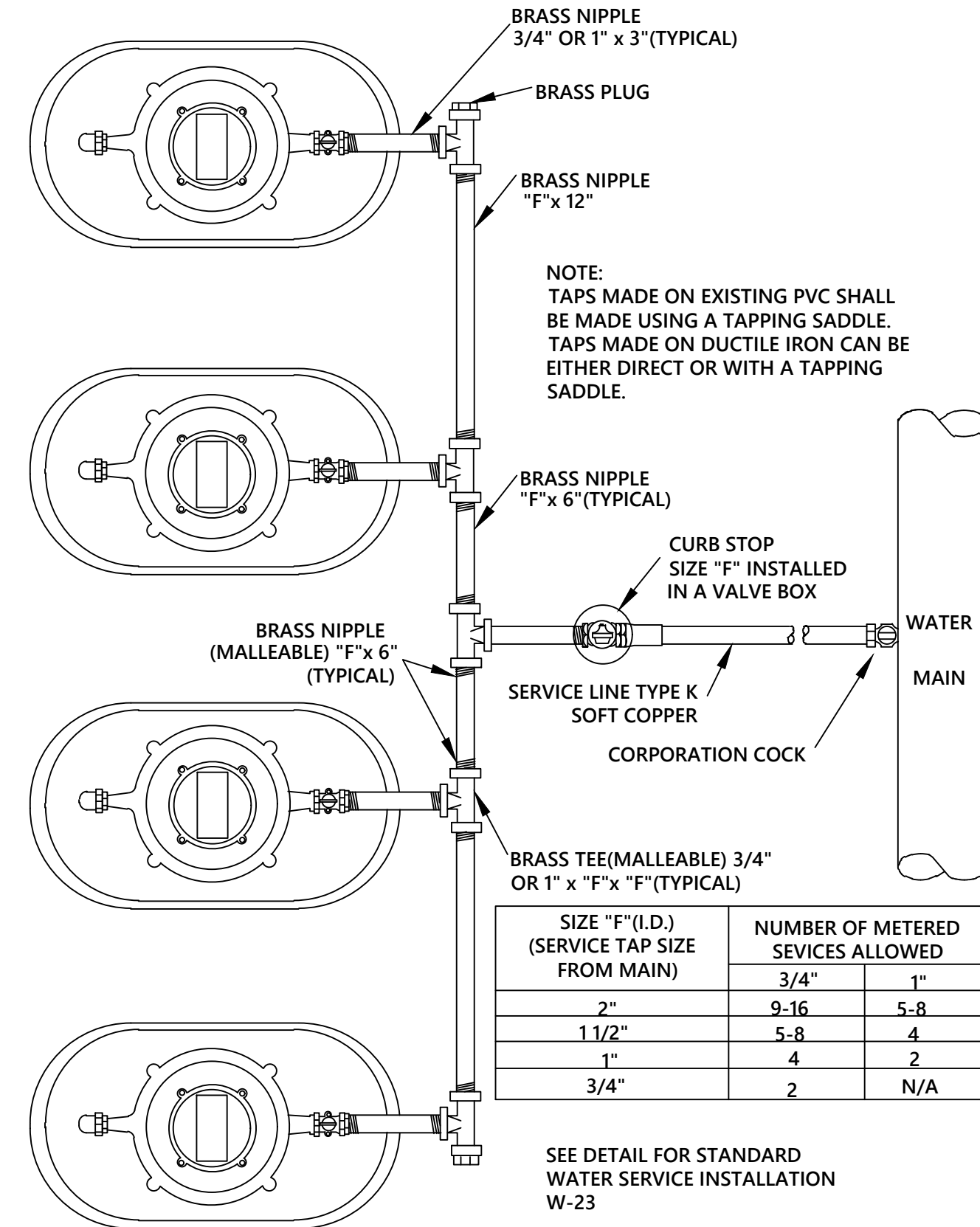


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- NOTES:
1. IRRIGATION METER SHALL BE LOCATED ON THE SIDE OF DOMESTIC METER WITH INCREASING ADDRESSES.
  2. THE BACKFLOW SHALL BE INSTALLED NO MORE THAN 10' FROM THE METER IN A VISIBLE LOCATION.
  3. BACKFLOW RISER/STANDPIPE SHALL BE OF COPPER OR BRASS.
  4. A SERVICE VALVE IS REQUIRED AFTER THE METER BUT BEFORE THE BACKFLOW ASSEMBLY FOR MAINTENANCE AND REPLACEMENT PURPOSES.
  5. THE INSTALLATION MUST ALSO MEET ALL CODE REQUIREMENTS PER THE NC PLUMBING CODE.

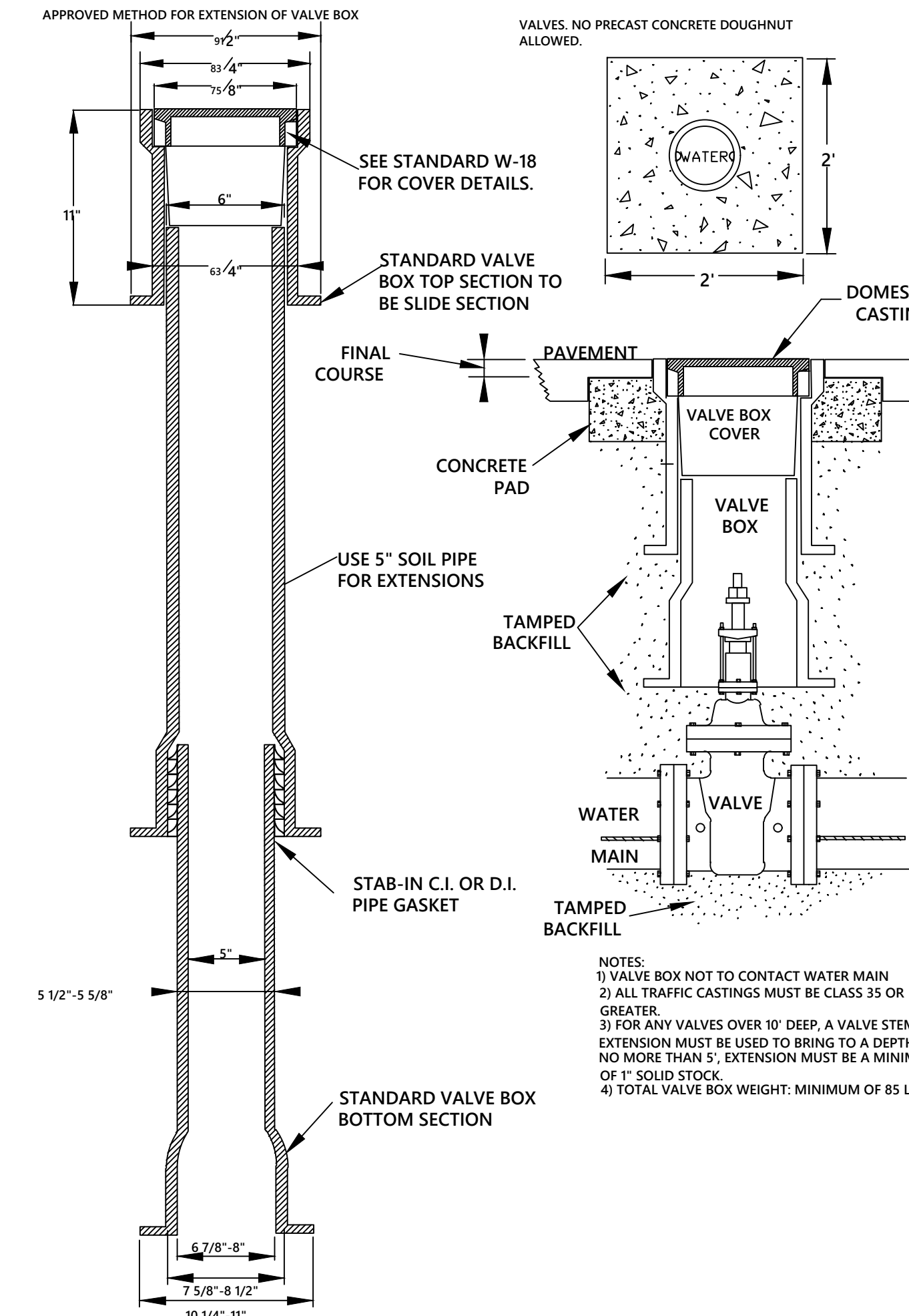
IRRIGATION TAP ON NEW AND EXISTING SERVICES



SIZE "F" (I.D.) (SERVICE TAP SIZE FROM MAIN)	NUMBER OF METERED SERVICES ALLOWED	NUMBER OF METERED SERVICES ALLOWED
3/4"	1"	
2"	9-16	5-8
1 1/2"	5-8	4
1"	4	2
3/4"	2	N/A

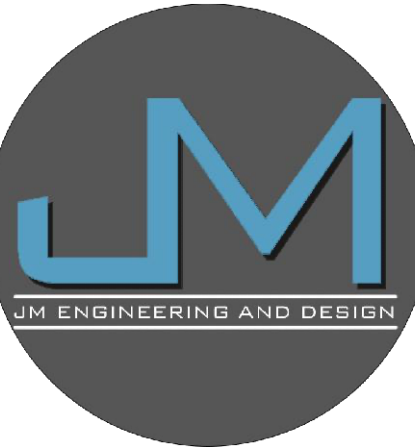
SEE DETAIL FOR STANDARD WATER SERVICE INSTALLATION W-23

STANDARD GANG METER ASSEMBLY



- NOTES:
1. VALVE BOX NOT TO CONTACT WATER MAIN
  2. ALL TRAFFIC CASTINGS MUST BE CLASS 35 OR GREATER.
  3. FOR ANY VALVES OVER 10' DEEP, A VALVE STEM EXTENSION MUST BE USED TO BRING TO A DEPTH OF NO MORE THAN 5'; EXTENSION MUST BE A MINIMUM OF 1" SOLID STOCK.
  4. TOTAL VALVE BOX WEIGHT: MINIMUM OF 85 LBS.

VALVE BOX INSTALLATION

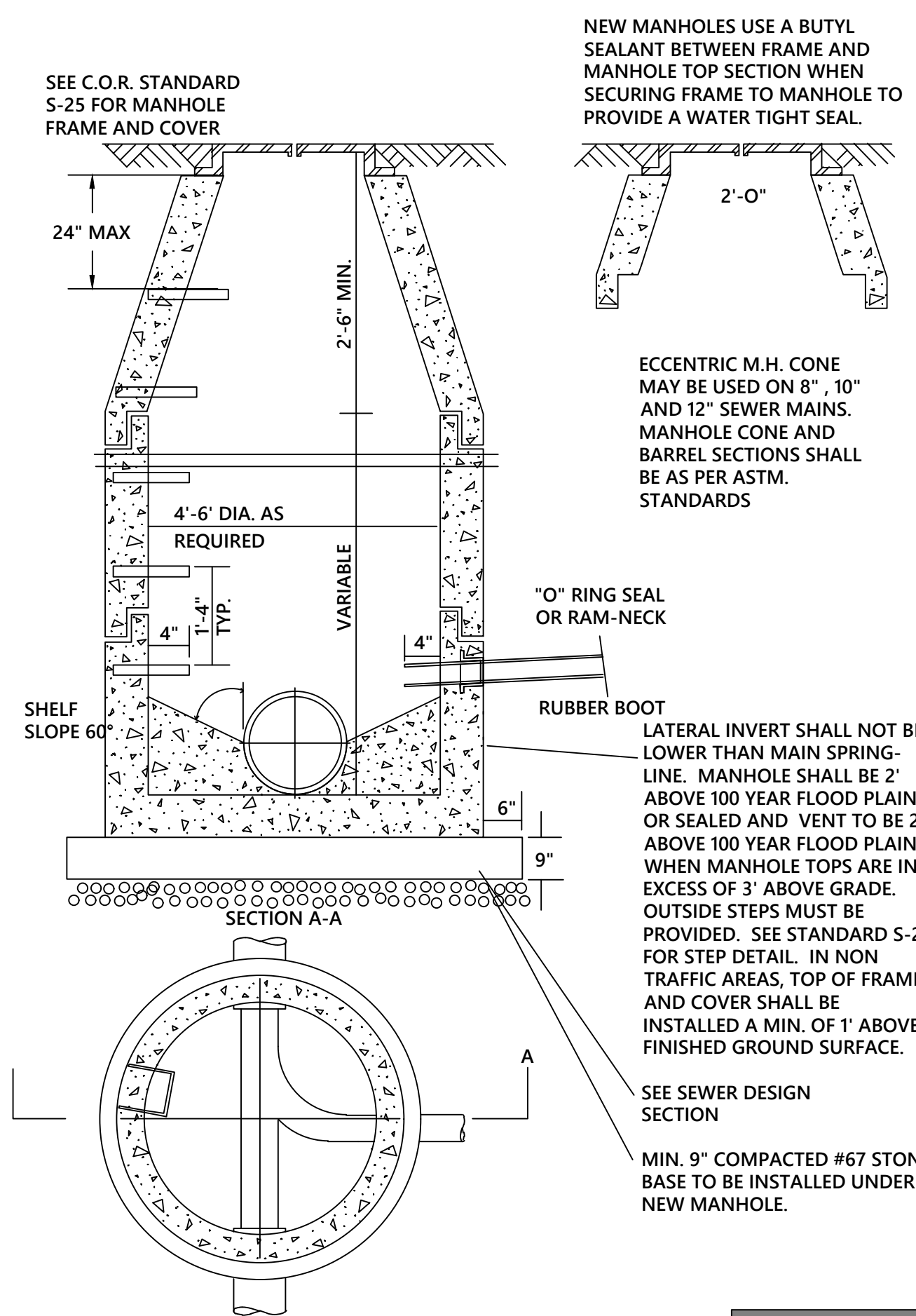


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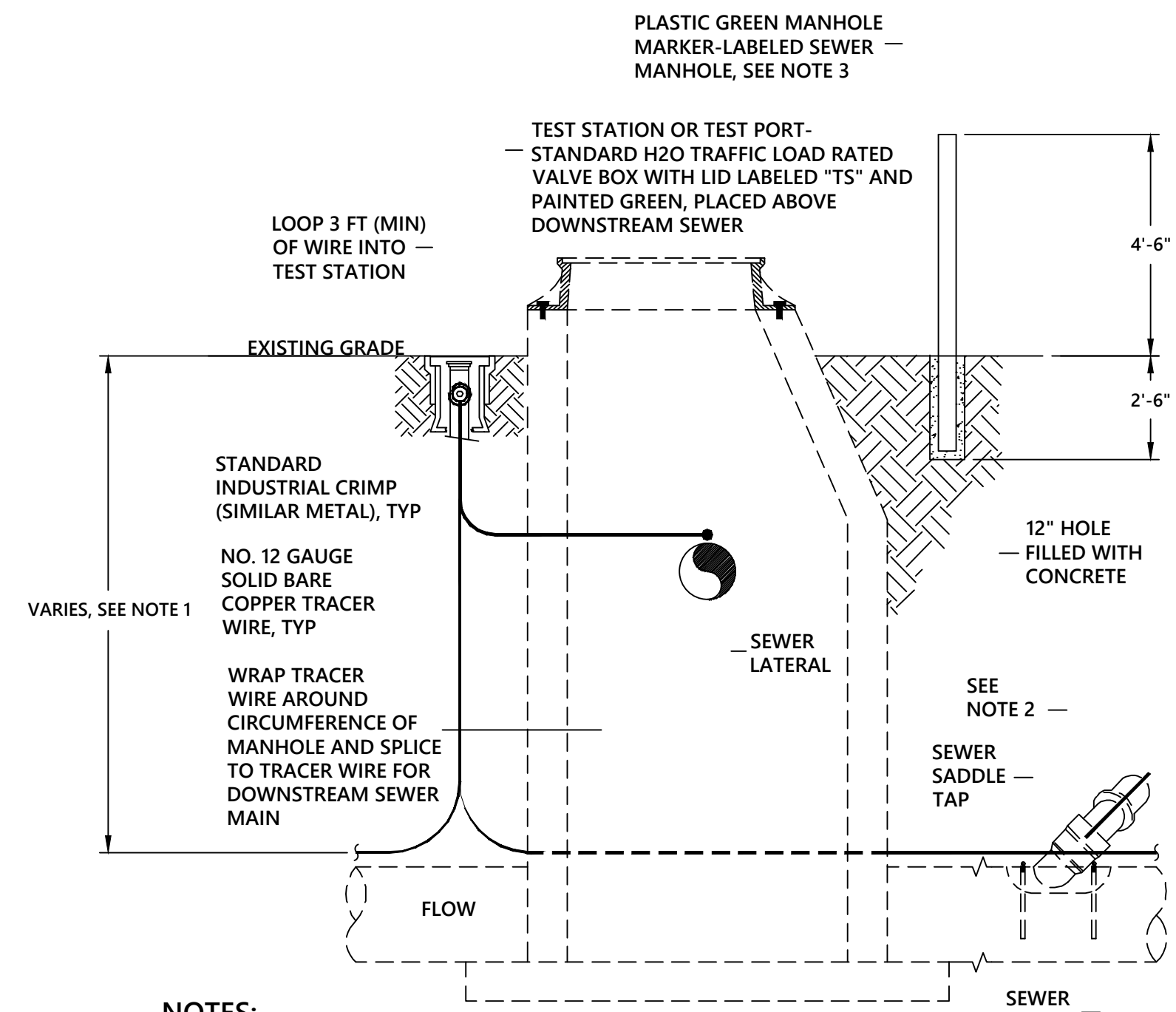
WATER DETAILS  
FIELD STONE FARMS - PHASE 8  
LAFAYETTE COUNTY, MISSISSIPPI

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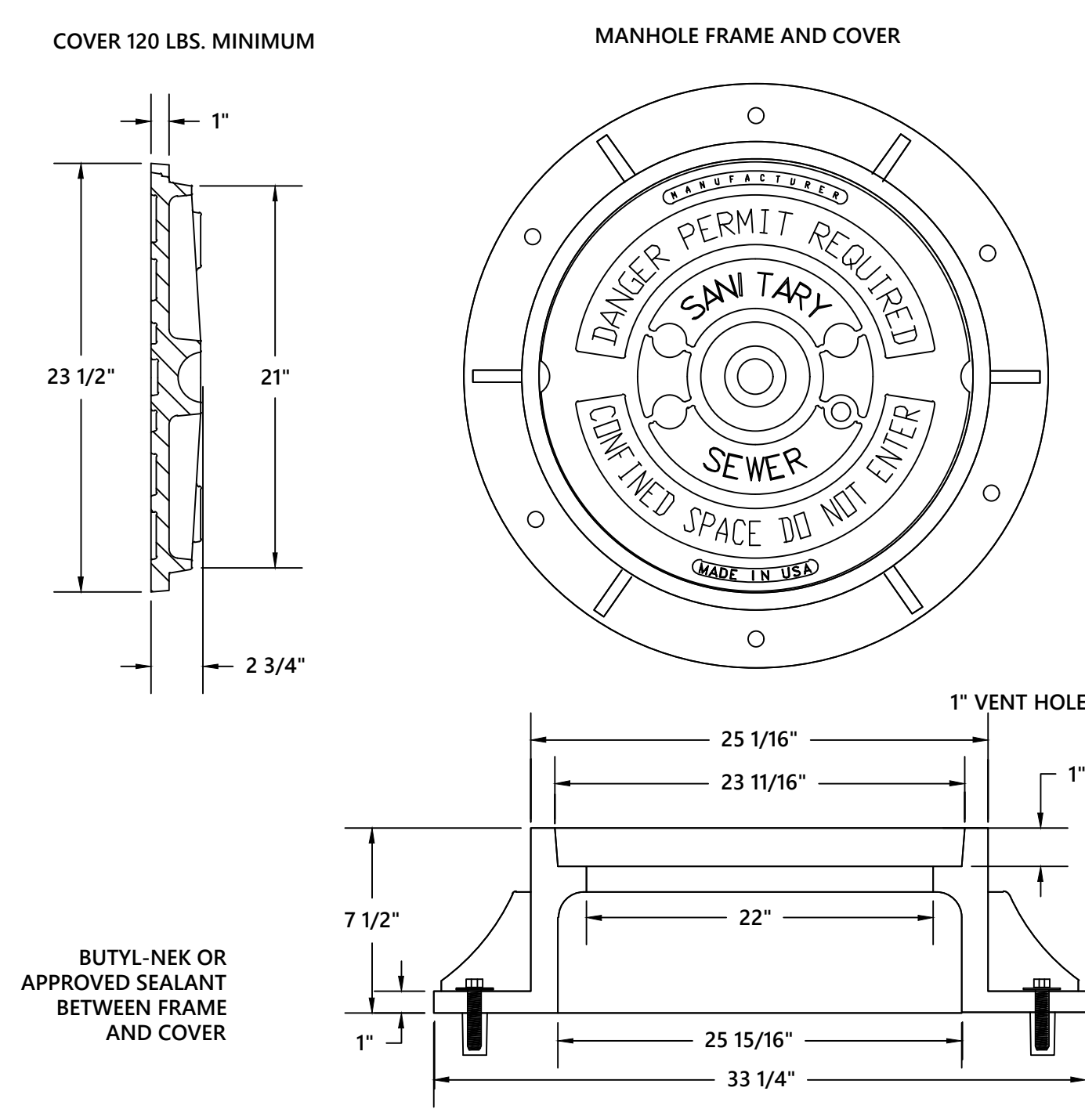


STANDARD SANITARY MANHOLE



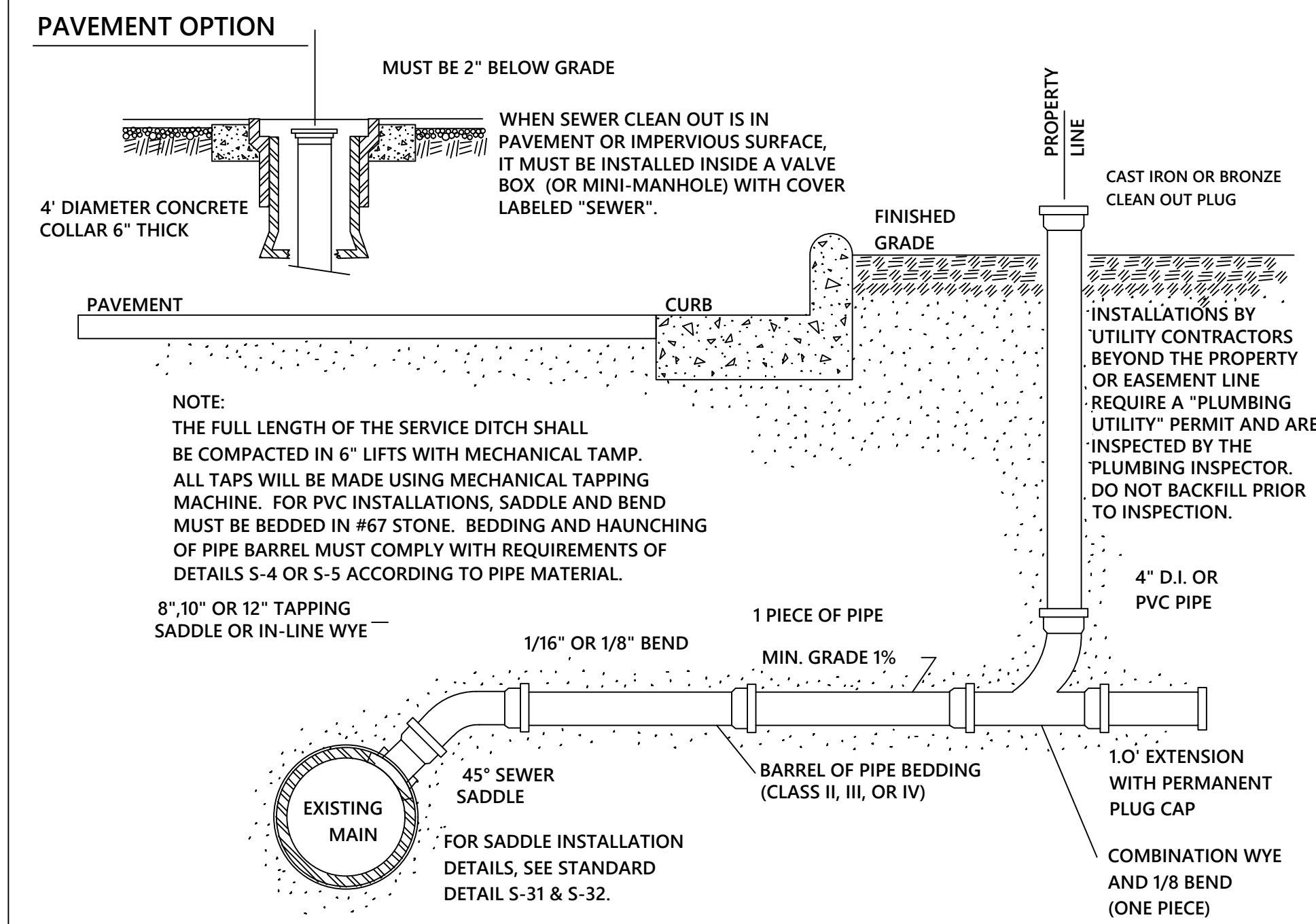
- NOTES:**
1. THE TRACER WIRE SHALL BE CONTINUOUS TO THE GREATEST EXTENT POSSIBLE. FOR GRAVITY MAIN AND OR LATERAL INSTALLATIONS LESS THAN 8 FT, THE TRACING WIRE SHALL BE ATTACHED TO THE PIPE. TRACER WIRE SHALL BE LAID FLAT AND SECURELY AFFIXED TO THE PIPE AT 10 FOOT INTERVALS. FOR GRAVITY MAIN AND OR LATERAL INSTALLATION DEEPER THAN 8 FT, THE TRACING WIRE SHALL BE INSTALLED AT A DEPTH OF 7-8 FT. THE WIRE SHALL BE PROTECTED FROM DAMAGE DURING THE EXECUTION OF THE WORK. NO BREAKS OF CUTS IN THE TRACER WIRE SHALL BE PERMITTED.
  2. WHERE LATERAL TAPS ARE MADE BY SERVICE SADDLES, THE TRACER WIRE SHALL NOT BE ALLOWED TO BE PLACED BETWEEN THE SADDLE AND MAIN.
  3. MANHOLE MARKERS SHALL BE PLACED ADJACENT TO MANHOLES AT THE DISCRETION OF OWNER OR OWNER'S REPRESENTATIVE.

GRAVITY SEWER MAIN TRACER WIRE

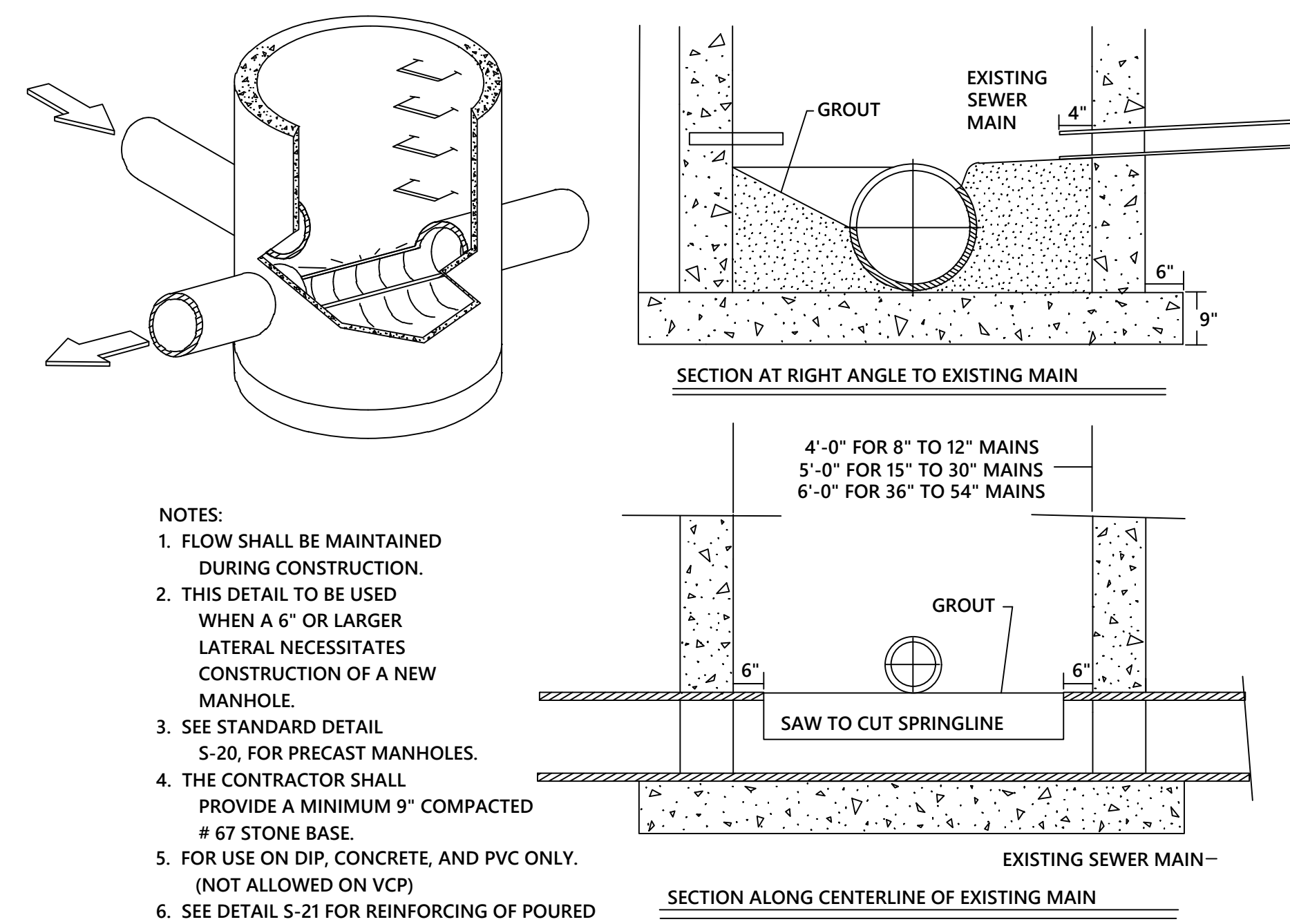


- NOTES:**
- 1) ALL MANHOLE FRAMES SHALL BE DOMESTICALLY CAST.
  - 2) FRAME SHALL BE A MINIMUM WEIGHT OF 182 LBS. WITHIN PUBLIC ROW AND 160 LBS. WITHIN EASEMENTS.
  - 3) COVER SHALL WEIGH A MIN. OF 120 LBS.
  - 4) ALL MANHOLE FRAMES OUTSIDE OF PAVED SURFACES SHALL BE BOLTED TO THE CONE SECTION OR RING WITH A MINIMUM OF 4 BOLTS PER FRAME.
- 5/8"X3" LAGSHIELD IN HOLE DRILLED INTO CONE OR RING WITH ANCHOR SUNK TO DESIGN DEPTH, AND 3/8"X3" HOT DIPPED GALVANIZED LAG BOLT AND WASHER.

STANDARD MANHOLE COVER

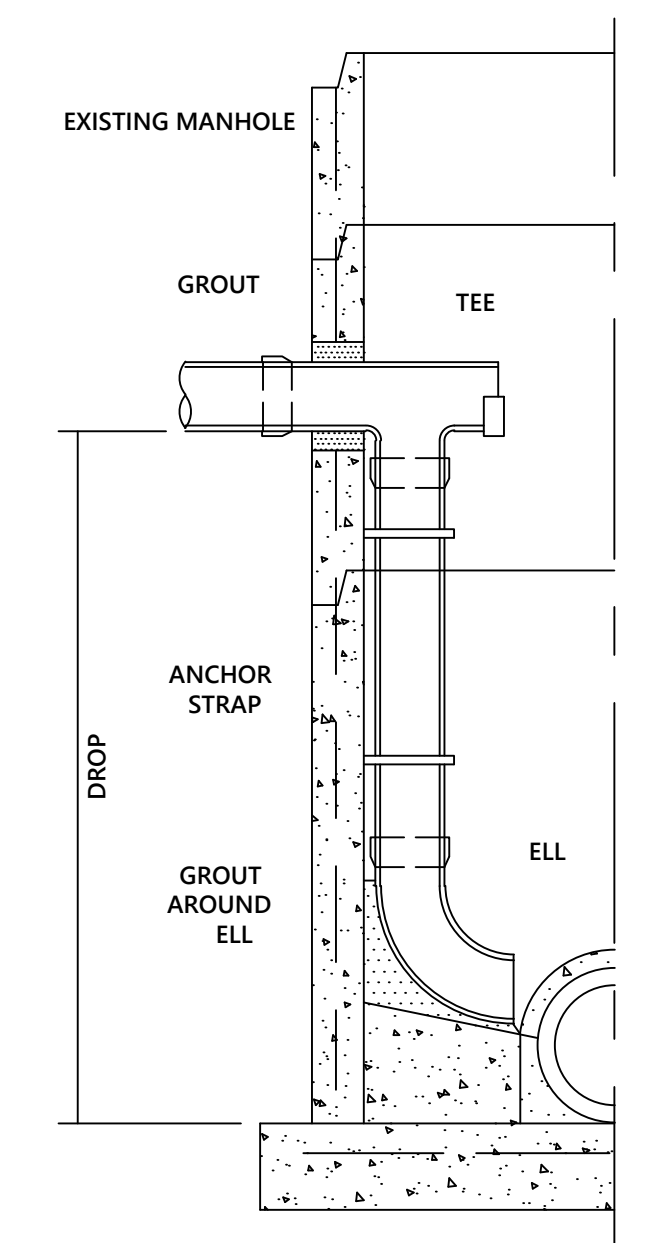


TYPICAL LATERAL CONNECTION

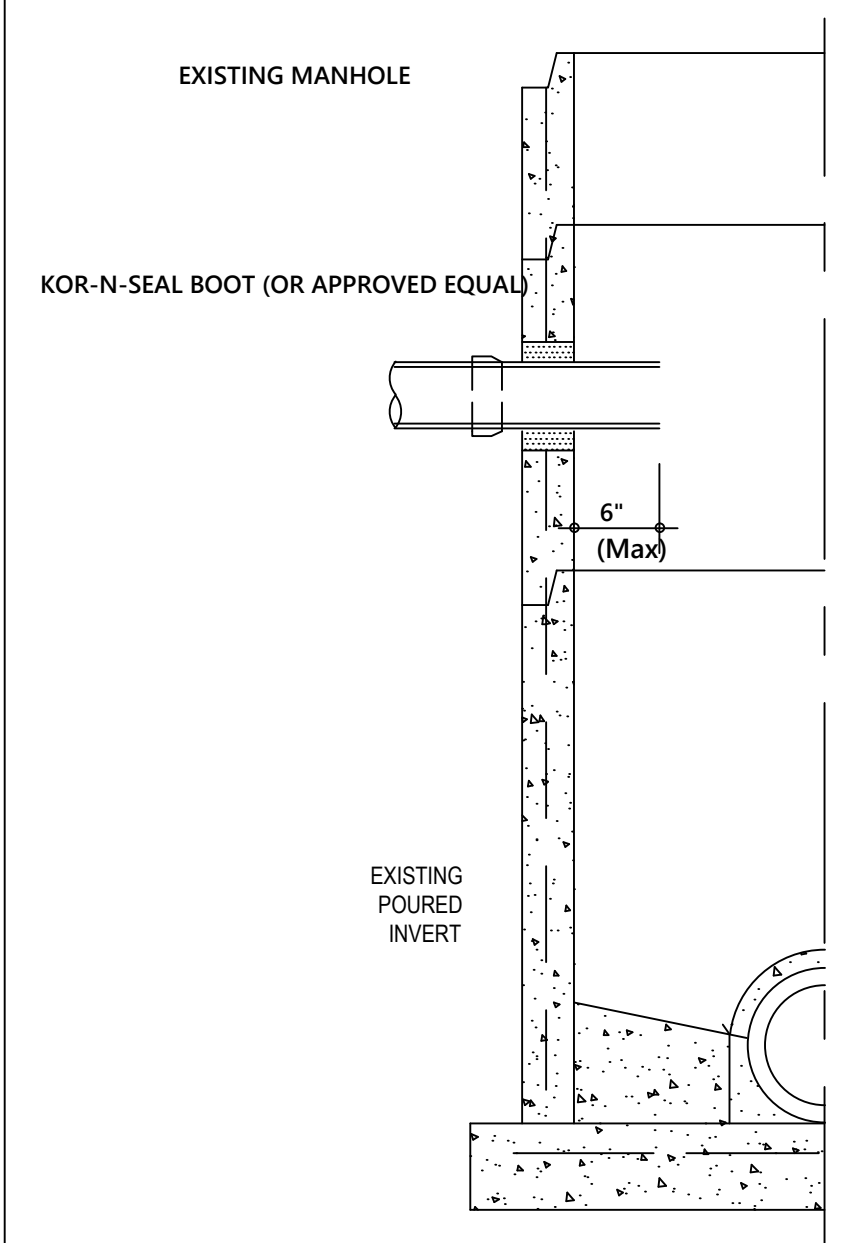


- NOTES:**
1. FLOW SHALL BE MAINTAINED DURING CONSTRUCTION.
  2. THIS DETAIL TO BE USED WHEN A 6\"/>

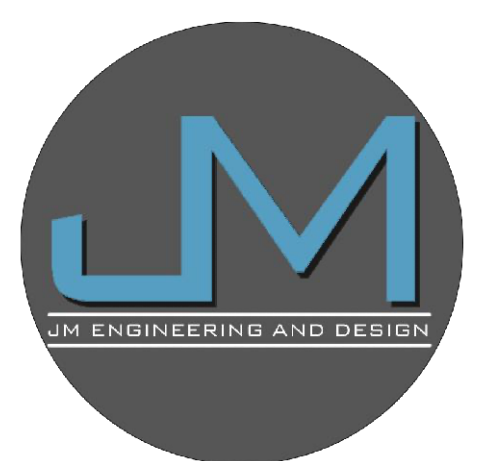
MANHOLE INSTALLATION OVER EXISTING SEWER MANHOLE



MANHOLE WITH INSIDE DROP



NEW SERVICE INTO EXISTING MANHOLE

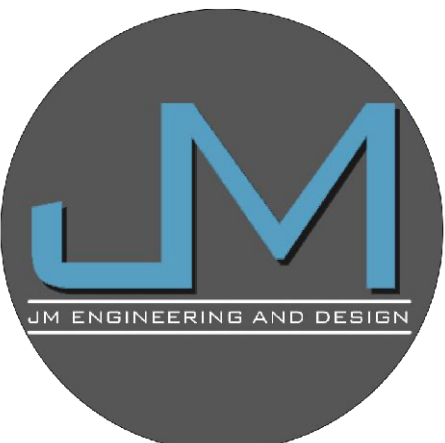


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SEWER DETAILS  
**FIELD STONE FARMS - PHASE 8**  
 LAFAYETTE COUNTY, MISSISSIPPI

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DATE	02/12/2024
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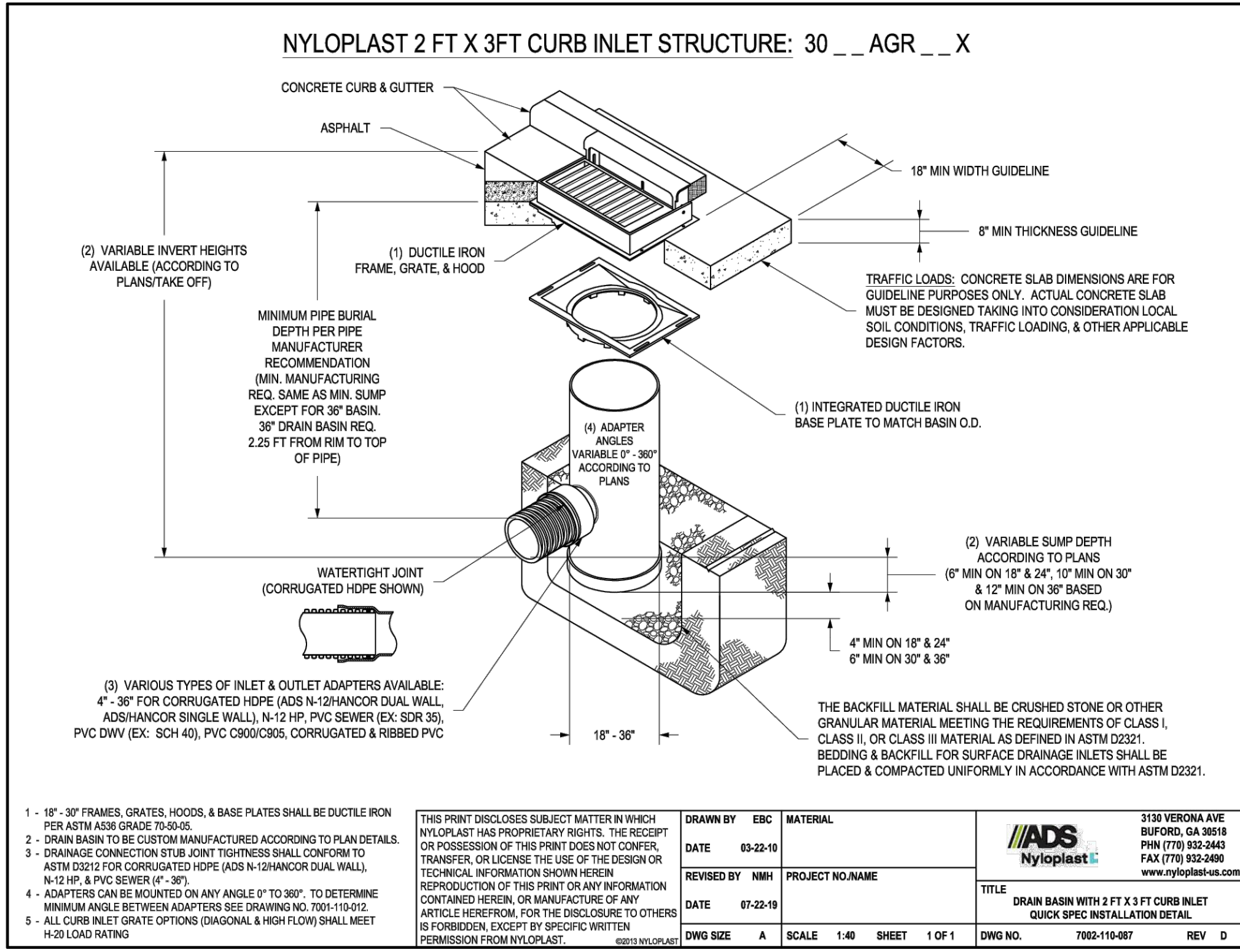


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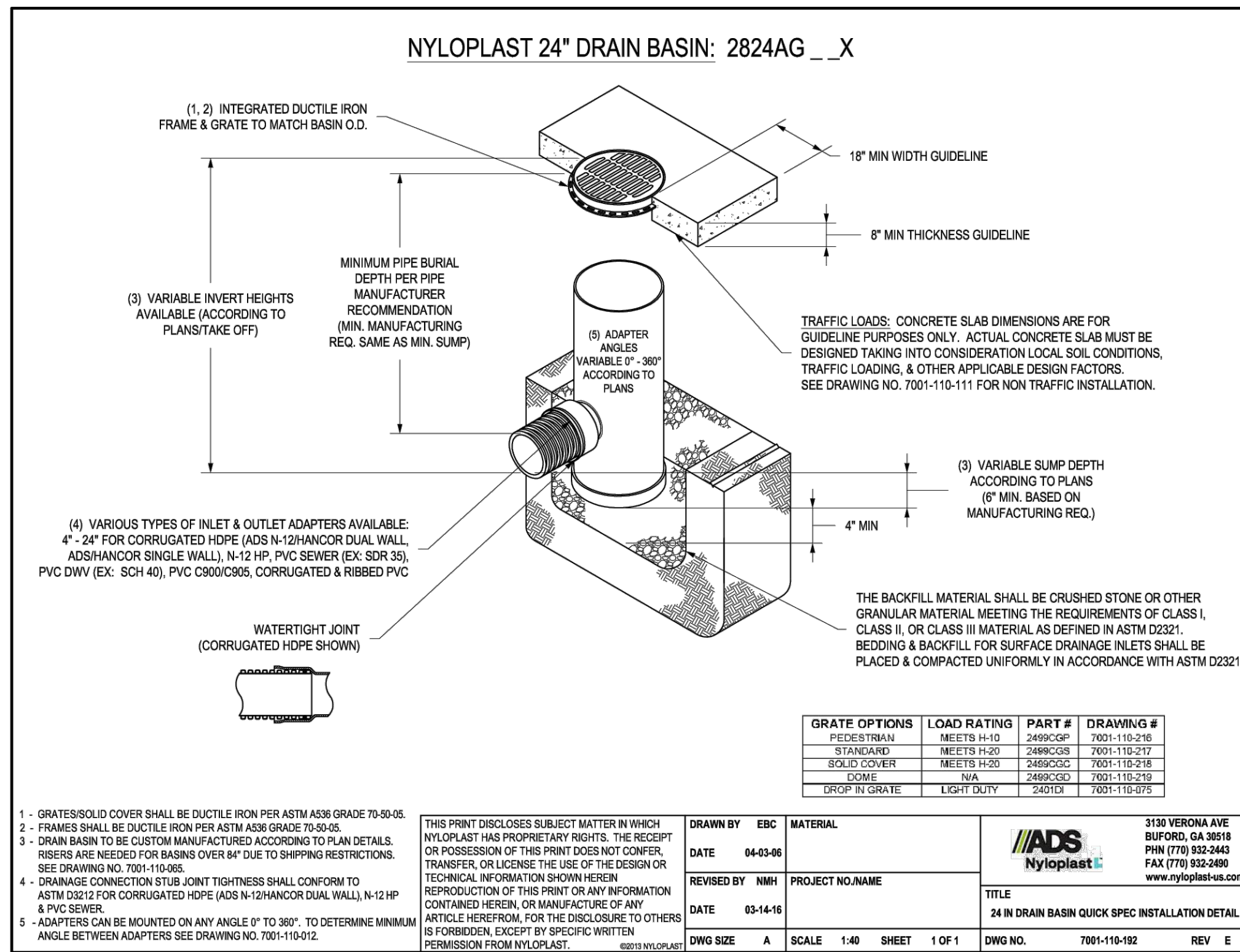
STORM DRAINAGE DETAILS  
 FIELD STONE FARMS - PHASE 8  
 LAFAYETTE COUNTY, MISSISSIPPI

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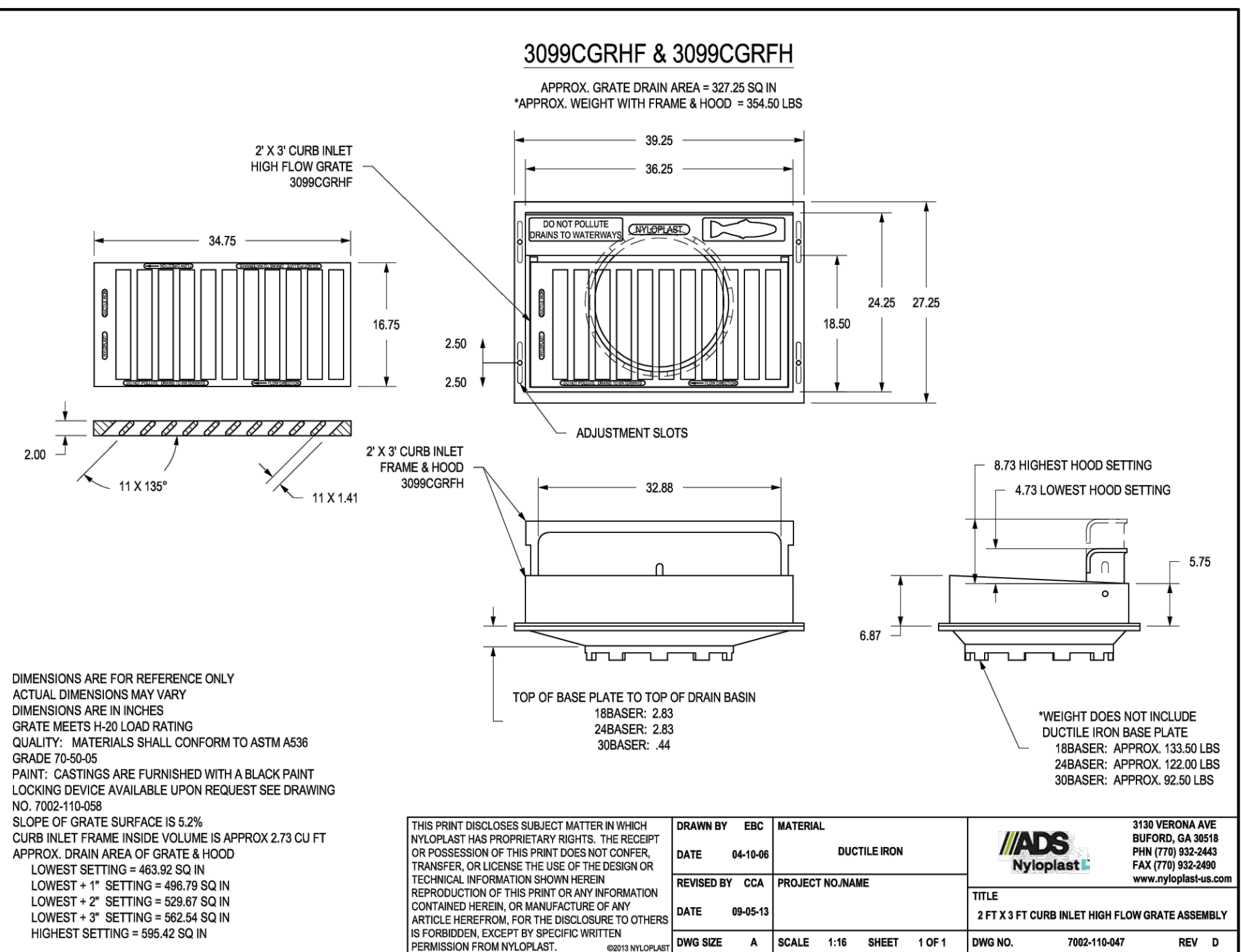
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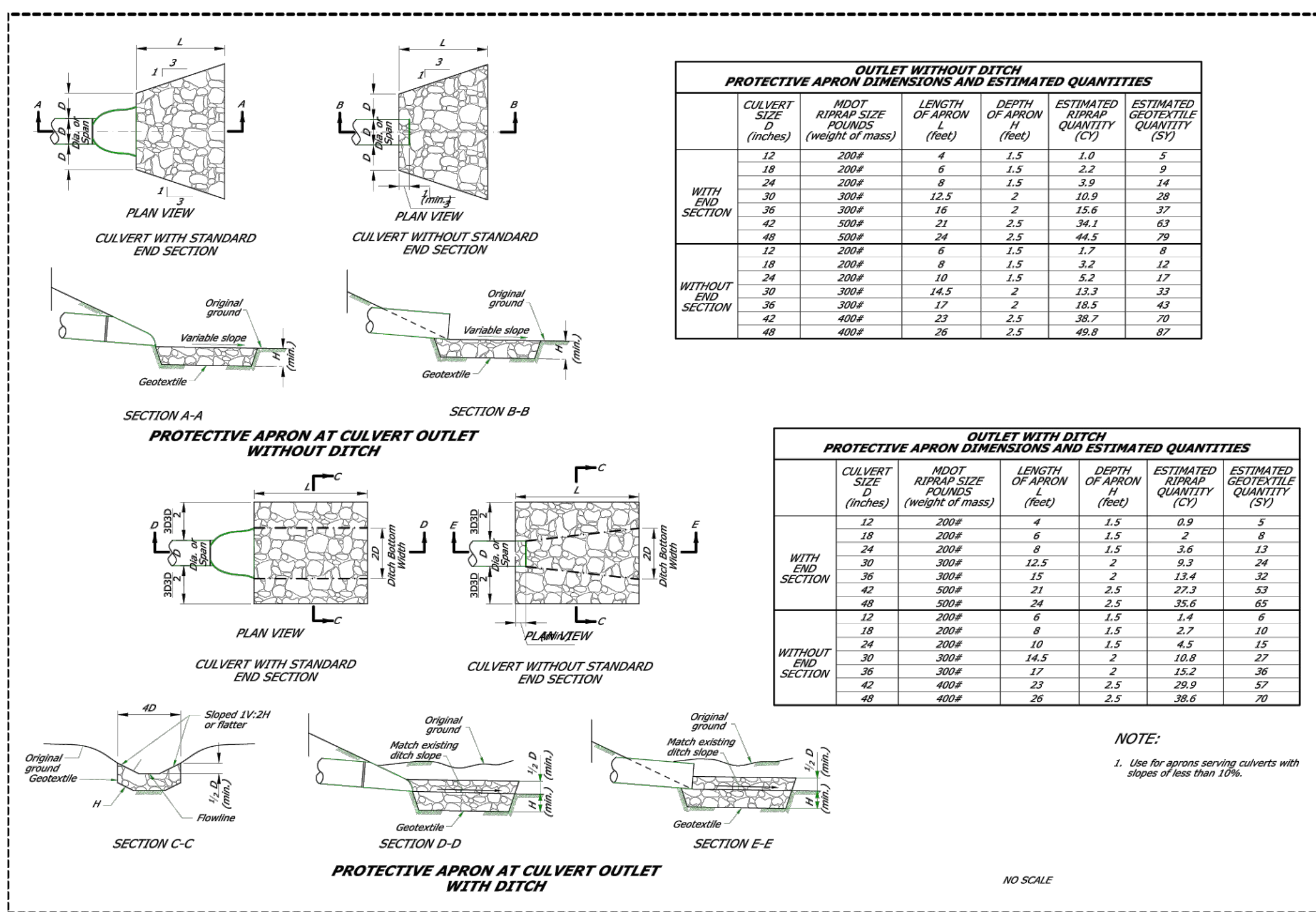
CURB INLET DETAIL



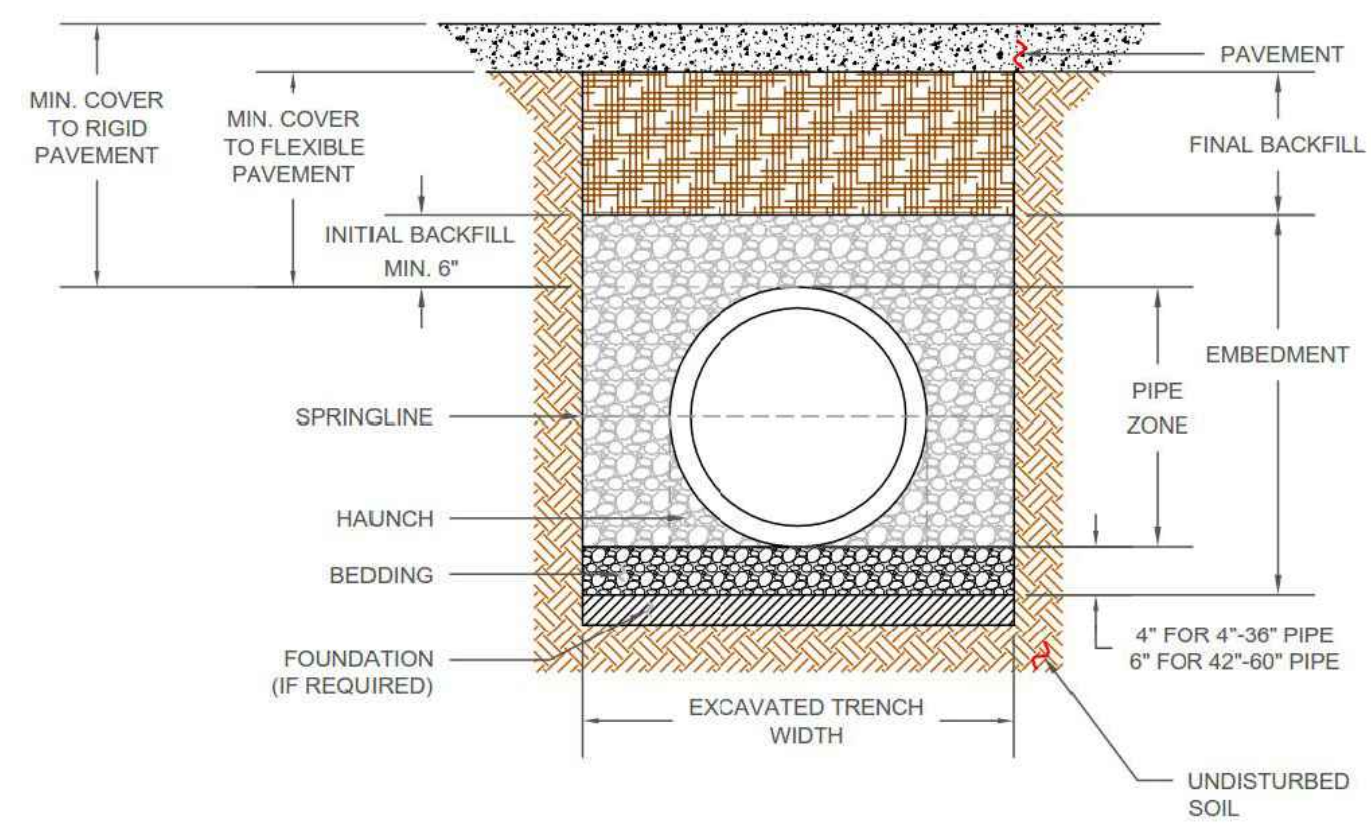
SURFACE INLET DETAIL



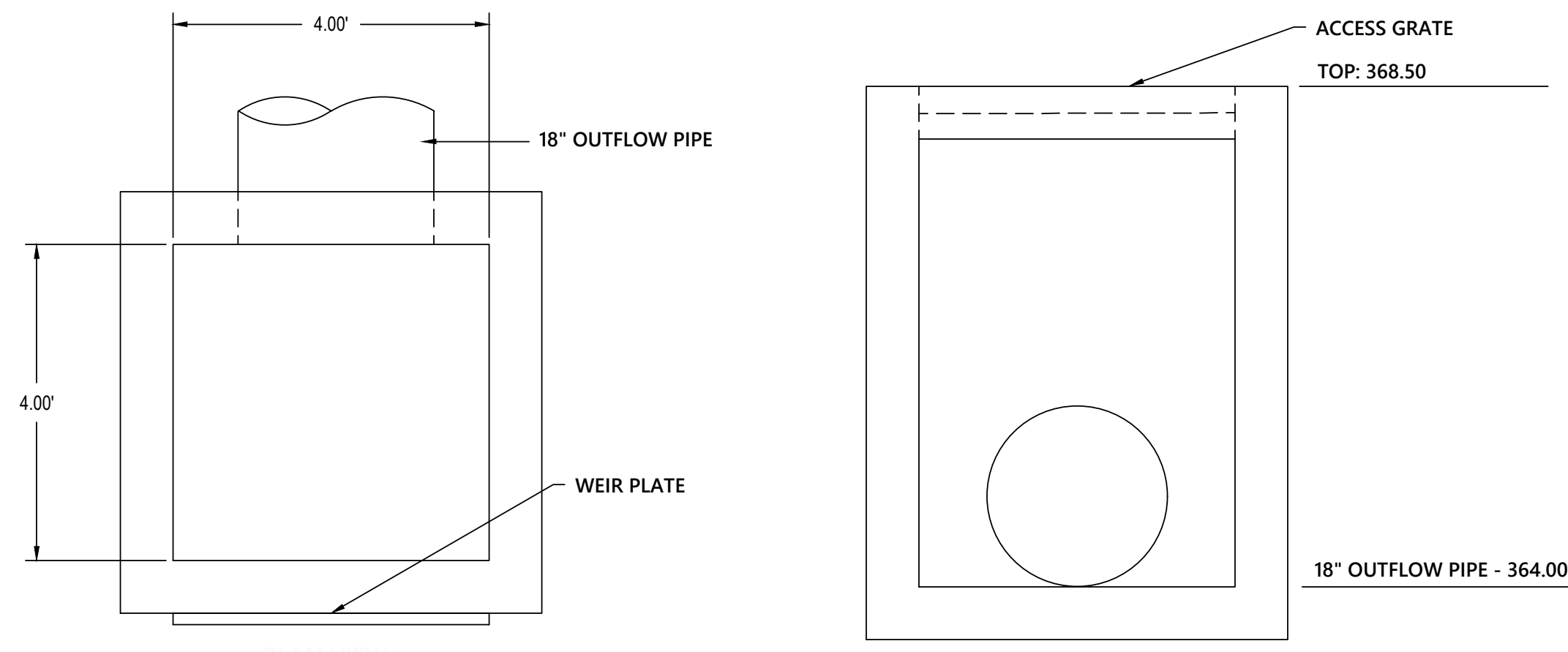
CURB INLET GRATE ASSEMBLY DETAIL



RIP-RAP DETAIL



STORM DRAIN TRENCH REQUIREMENTS



**FLAT ROOF RECTANGULAR RACKS/WEIRS (STANDARD SIZES)**  
DIMENSIONS IN INCHES TO THE NEAREST 1/4"

HOST STRUCTURE INSIDE DIMENSIONS  
 \_\_\_\_\_ LENGTH \_\_\_\_\_ WALL THICKNESS (REQUIRED)  
 \_\_\_\_\_ WIDTH

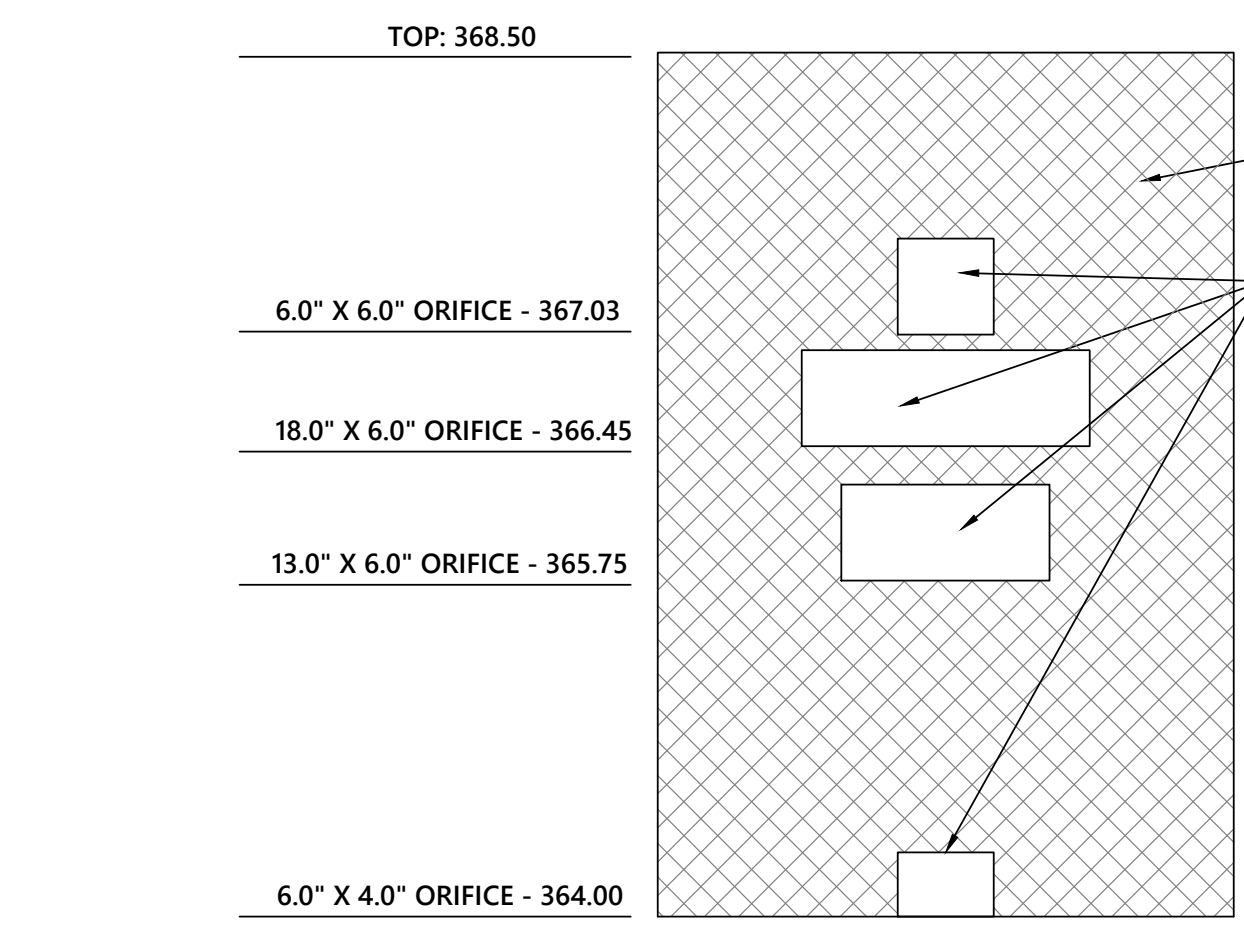
\*AS DISTRIBUTED BY CONTECH CONSTRUCTION PRODUCTS NATIONALLY\*

WIDTH (A)	11 3/8	16 3/4	22 1/8	27 1/2	32 7/8	38 1/4	43 5/8	49	54 3/8	59 3/4	65 1/8	70 1/2	75 7/8	81 7/8	87 1/4	
CODE	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	
LENGTH (B)	11 3/8	16 3/4	22 1/8	27 1/2	32 7/8	38 1/4	43 5/8	49	54 3/8	59 3/4	65 1/8	70 1/2	75 7/8	81 7/8	87 1/4	
CODE	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	
HEIGHT (C)	7 1/2	12 7/8														
CODE	01	02														

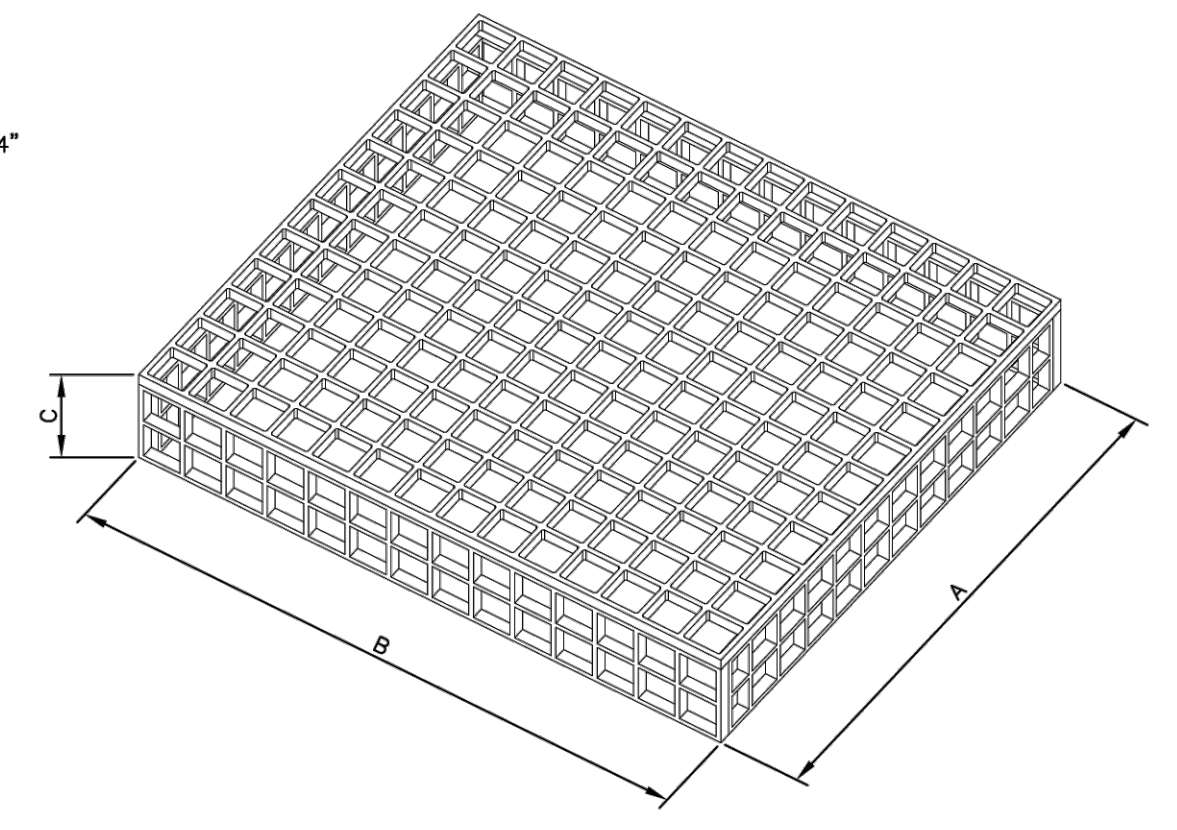
1 GRID HIGH    2 GRID HIGH    FLAT ROOF (FR)    WIDTH (A)    LENGTH (B)    HEIGHT (C)

**CONTECH CONSTRUCTION PRODUCTS INC.**  
9025 CENTRE POINT DRIVE, SUITE 400  
WEEKS CENTER DRIVE, HOUSTON, TX 77056  
PH: 1.800.338.1122 FAX: 973.645.7389  
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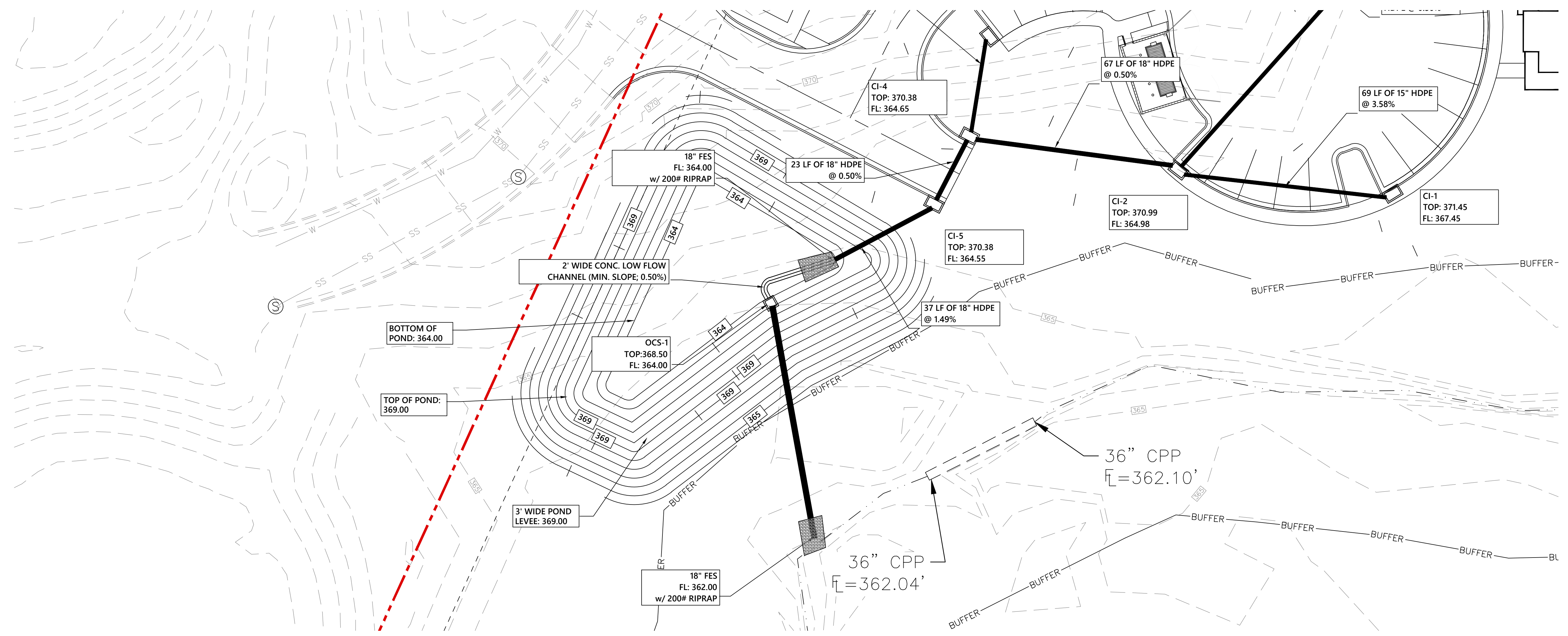
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 PROJECT: \_\_\_\_\_ DRAWN BY: \_\_\_\_\_  
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 DETAIL: \_\_\_\_\_



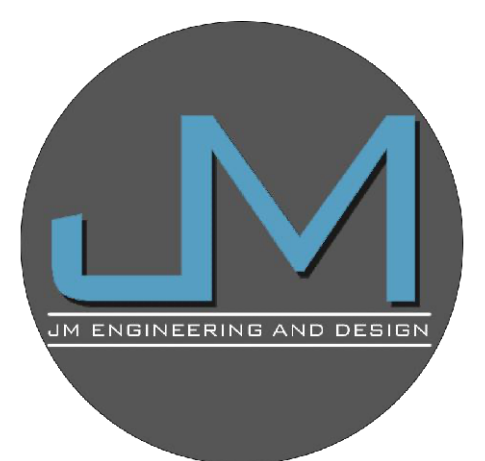
**OUTLET CONTROL STRUCTURE (OCS) #1 DETAIL**



**TRASH RACK DETAIL**



**DETENTION POND DETAIL**

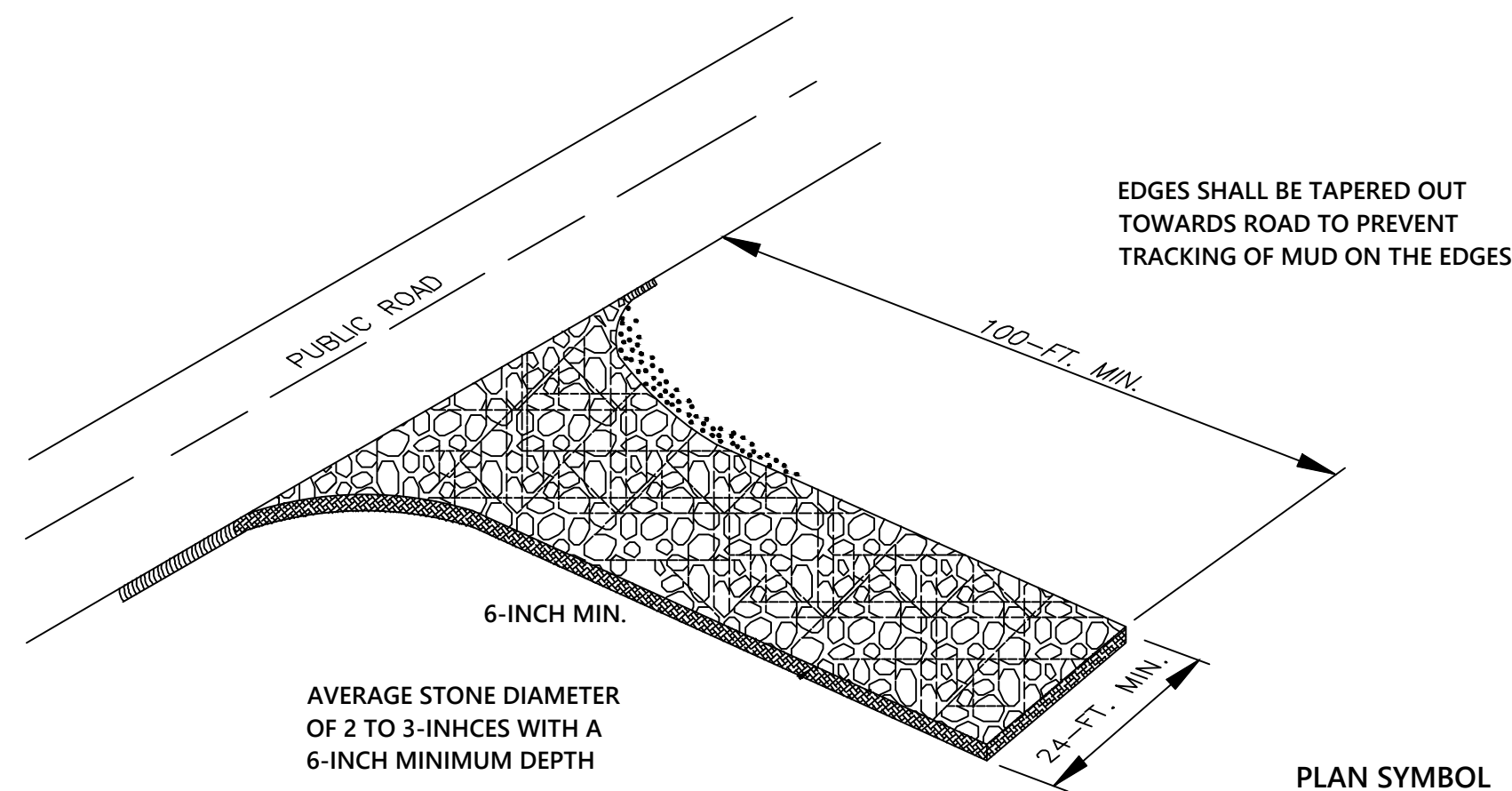


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**OUTLET CONTROL STRUCTURE DETAILS**  
**FIELD STONE FARMS - PHASE 8**  
 LAFAYETTE COUNTY, MISSISSIPPI

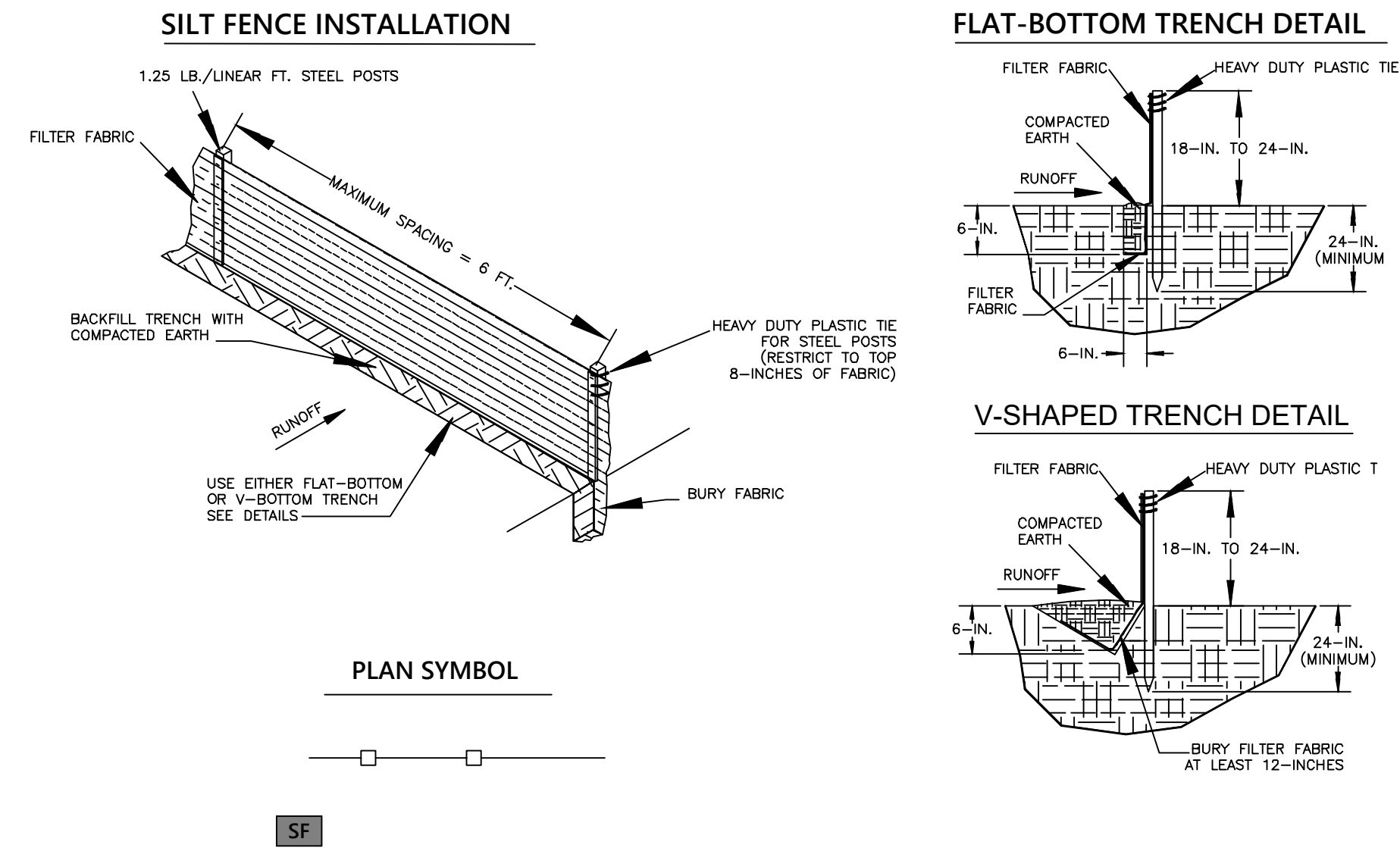
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**C-803-1**



SPECIFICATION	SIZE
ROCK PAD THICKNESS	6 INCHES
ROCK PAD WIDTH	24 FEET
ROCK PAD LENGTH	100 FEET
ROCK PAD STONE LENGTH	D = 2-3 INCHES

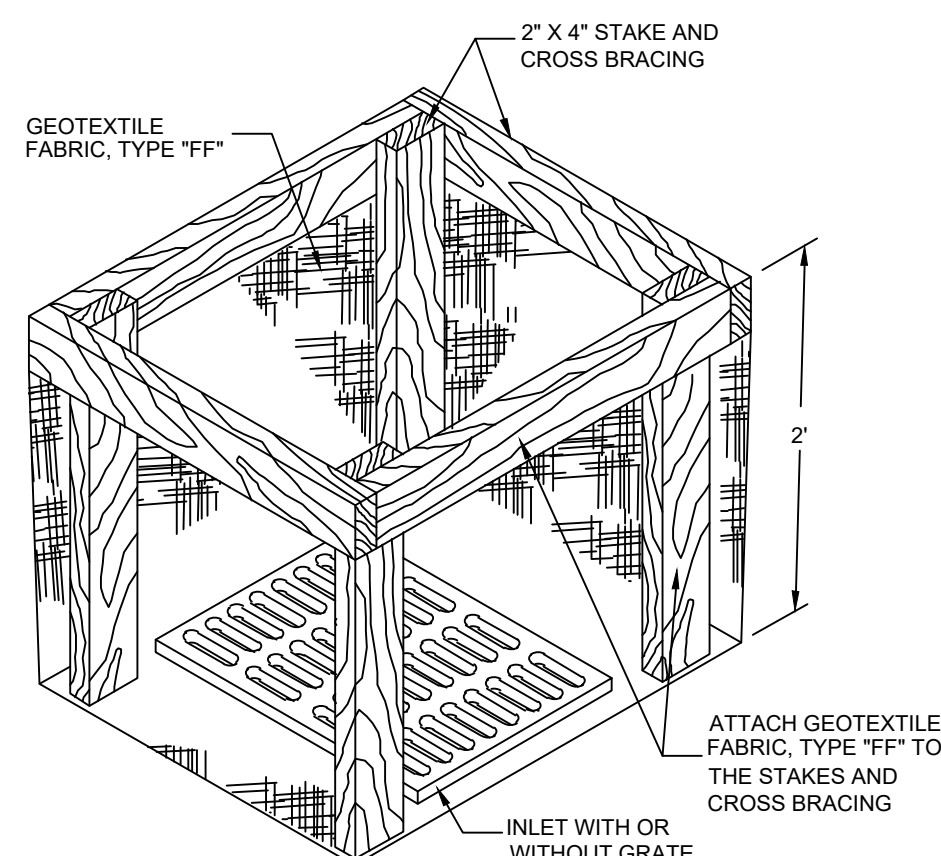
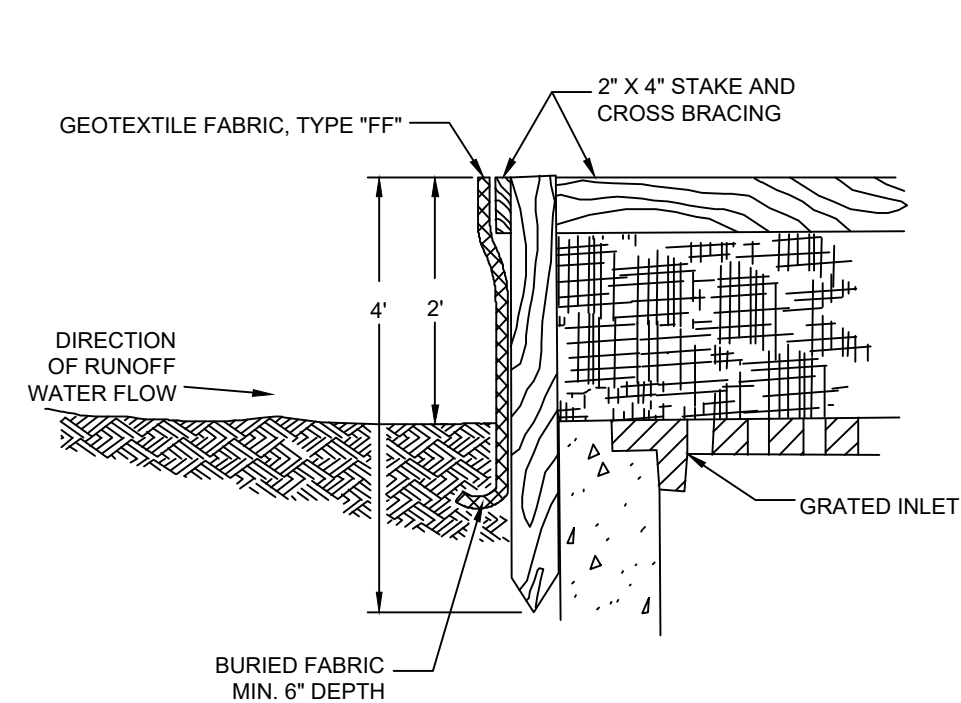
CONSTRUCTION ENTRANCE DETAIL



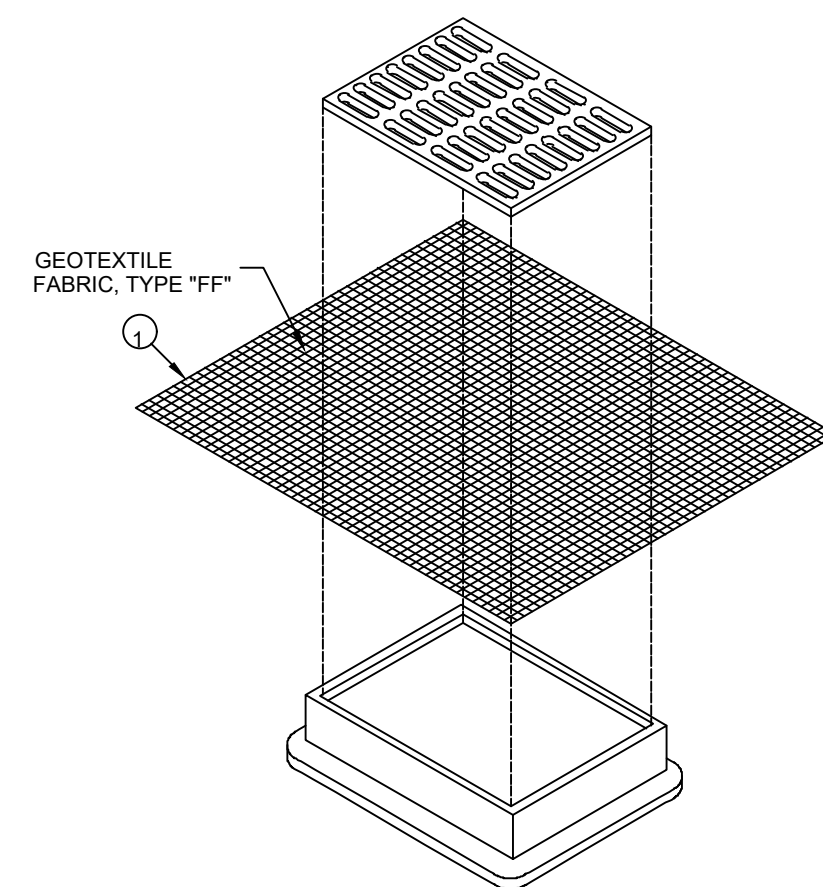
**SILT FENCE - GENERAL NOTES**

- DO NOT PLACE SILT FENCE ACROSS CHANNELS OR IN OTHER AREAS SUBJECT TO CONCENTRATED FLOWS. SILT FENCE SHOULD NOT BE USED AS A VELOCITY CONTROL BMP. CONCENTRATED FLOWS ARE ANY FLOWS GREATER THAN 0.5 CFS.
- MAXIMUM SHEET OR OVERLAND FLOW PATH LENGTH TO THE SILT FENCE SHALL BE 100-FEET.
- MAXIMUM SLOPE STEEPNESS (NORMAL PERPENDICULAR TO THE FENCE LINE) SHALL BE 2:1.
- SILT FENCE JOINS, WHEN NECESSARY, SHALL BE COMPLETED BY ONE OF THE FOLLOWING OPTIONS:
  - WRAP EACH FABRIC TOGETHER AT A SUPPORT POST WITH BOTH ENDS FASTENED TO THE POST, WITH A 1-FOOT MINIMUM OVERLAP
  - OVERLAP SILT FENCE BY INSTALLING 3-FEET PASSED THE SUPPORT POST TO WHICH THE NEW SILT FENCE ROLL IS ATTACHED. ATTACH OLD ROLL TO NEW ROLL WITH HEAVY-DUTY PLASTIC TIES; OR,
  - OVERLAP ENTIRE WIDTH OF EACH SILT FENCE ROLL FROM SUPPORT POST TO THE NEXT SUPPORT POST.
- ATTACH FILTER FABRIC TO THE STEEL POSTS USING HEAVY-DUTY PLASTIC TIES THAT ARE EVENLY SPACED WITH THE TOP 8-INCHES OF THE FABRIC.
- INSTALL THE SILT FENCE PERPENDICULAR TO THE DIRECTION OF THE STORMWATER FLOW AND PLACE THE SILT FENCE THE PROPER DISTANCE FROM THE TOP OF THE STEEP SLOPES TO PROVIDE SEDIMENT STORAGE AND ACCESS FOR MAINTENANCE AND CLEANOUT.
- INSTALL SILT FENCE CHECK (TIE-BACKS) EVERY 50-100 FEET, DEPENDENT ON SLOPE, ALONG SILT FENCE THAT IS INSTALLED WITH SLOPE AND WHERE CONCENTRATED FLOWS ARE EXPECTED OR ARE DOCUMENTED ALONG THE PROPOSED/INSTALLED SILT FENCE.

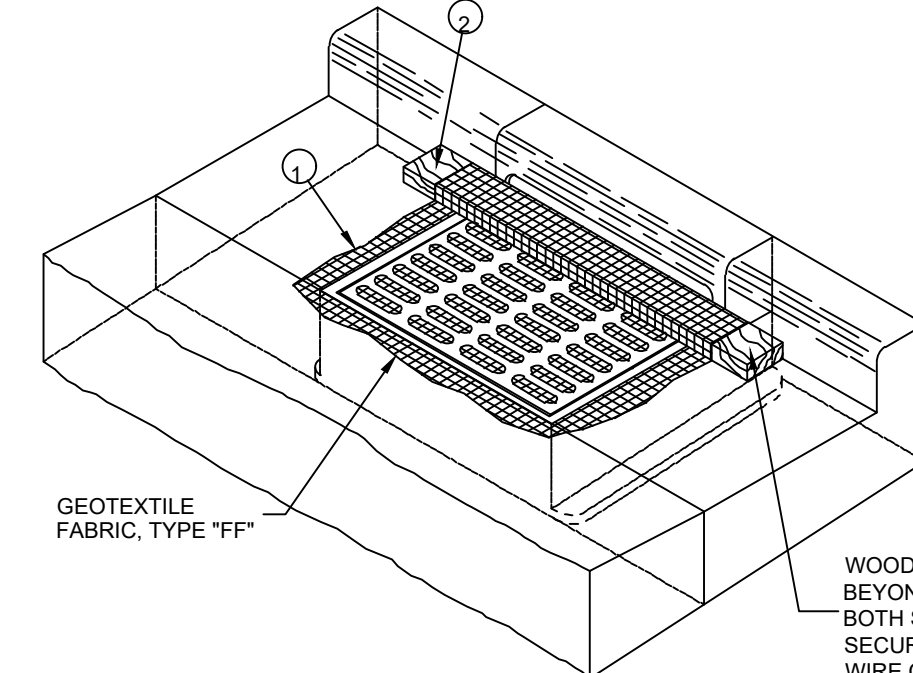
SILT FENCE INSTALLATION DETAIL



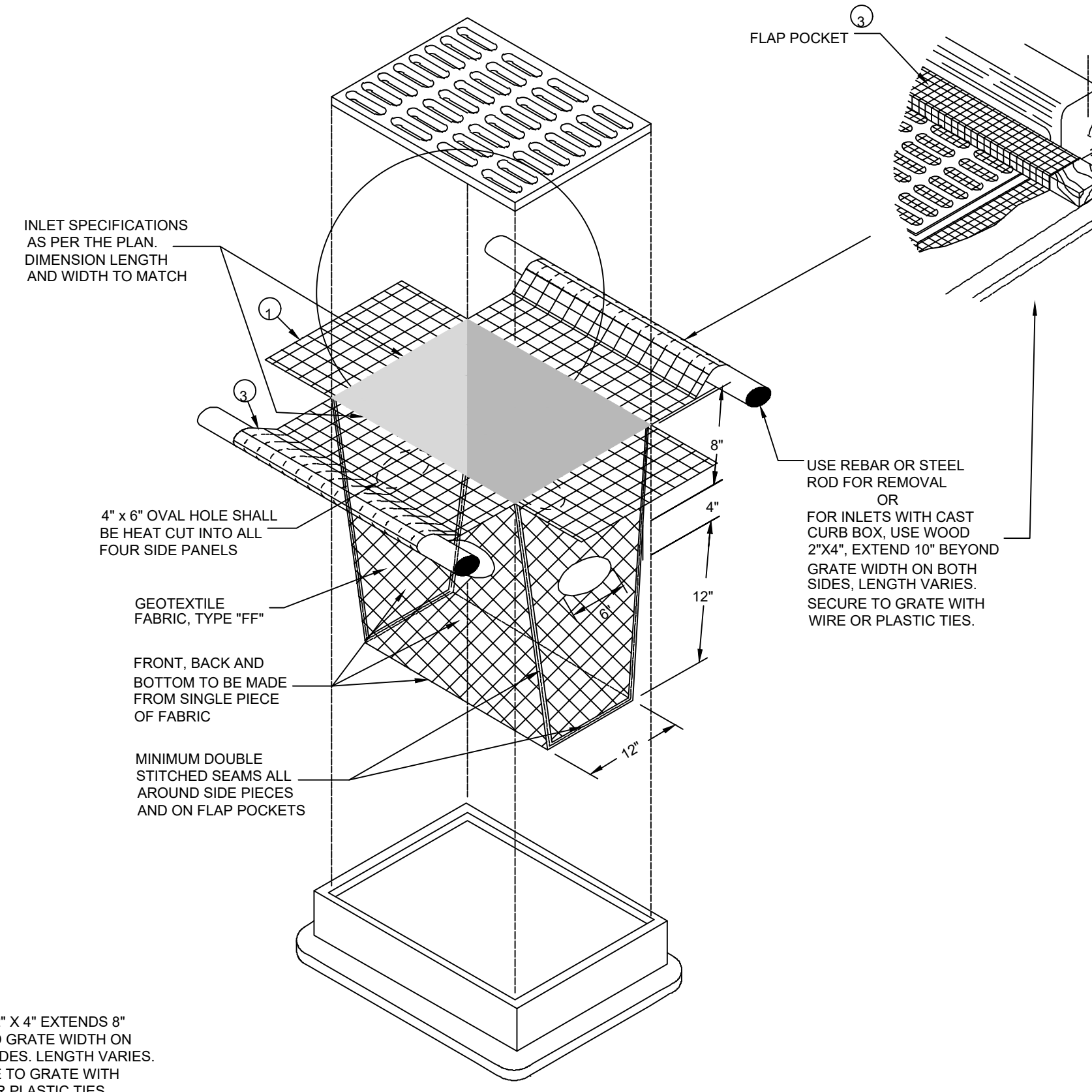
INLET PROTECTION, TYPE "A"



INLET PROTECTION, TYPE "B" (WITHOUT CURB BOX)  
(CAN BE INSTALLED IN ANY INLET WITHOUT A CURB BOX)

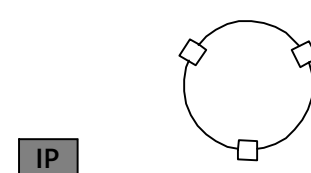


INLET PROTECTION, TYPE "C" (WITH CURB BOX)

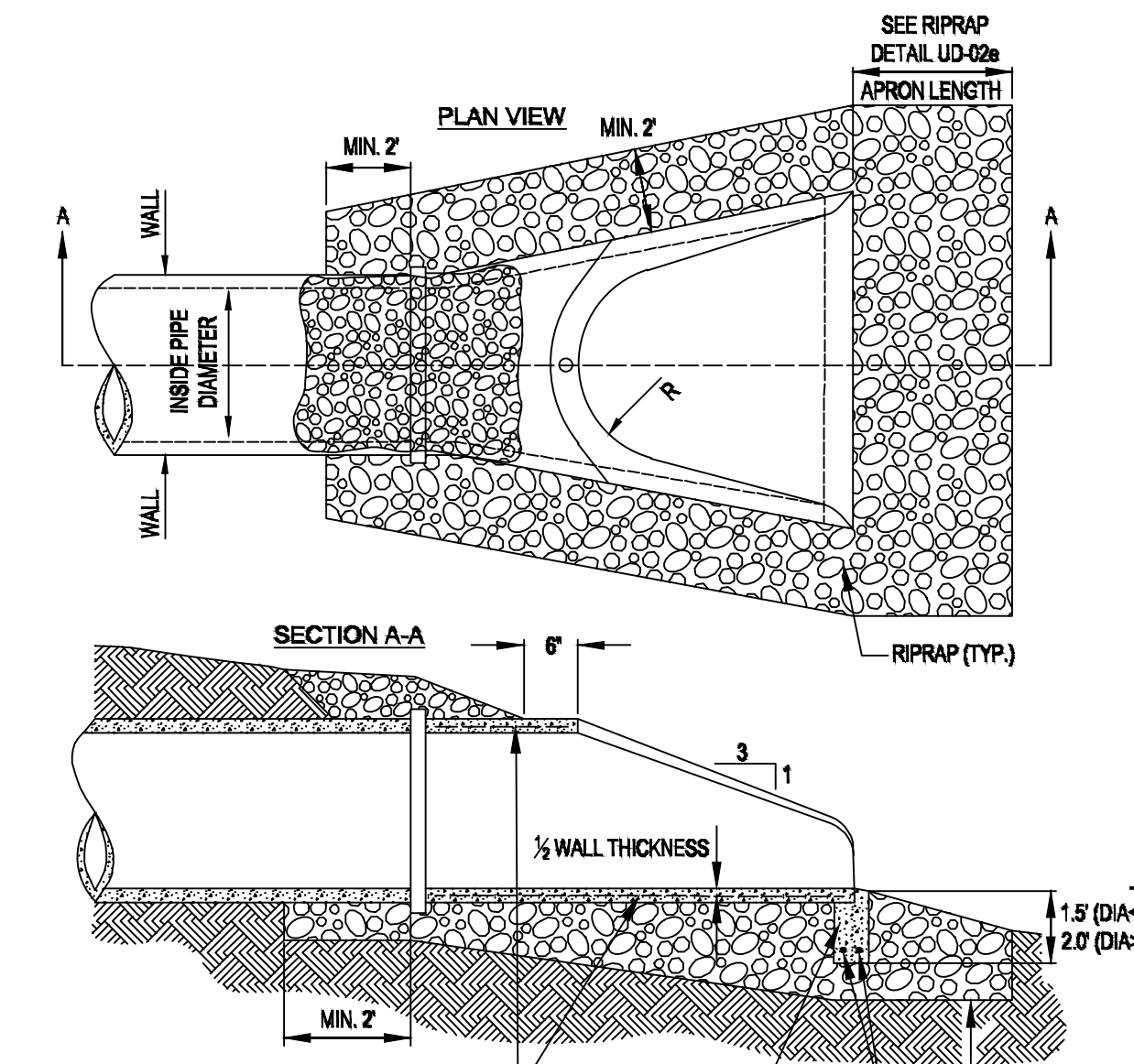


INLET PROTECTION, TYPE "D" (CAN BE INSTALLED IN ANY INLET WITH OR WITHOUT A CURB BOX AS PER NOTE (2))

PLAN SYMBOL



INLET PROTECTION DETAIL



**RIP RAP - GENERAL NOTES**

- CONCRETE FLARED END SECTIONS SHOULD BE CONSIDERED FOR USE WITH CONCRETE PIPE CULVERTS HAVING SKEWS NO GREATER THAN 15 DEGREES.
- PRECAST CONCRETE FLARED END SECTIONS SHALL CONFORM TO THE APPLICABLE REQUIREMENTS OF AASHTO M-170 CLASS 111, WALL B REINFORCED CONCRETE PIPE.
- PRECAST CONCRETE FLARED END SECTION FOR PIPE DIAMETER REQUIRED SHALL BE AS INDICATED ON DETAIL PLAN FOR EACH INDIVIDUAL INSTALLATION.
- THE END BLOCK SHALL BE PLACED PRIOR TO THE INSTALLATION OF THE FLARED END SECTION. THE END BLOCK SHALL BE BACKFILLED IN ACCORDANCE WITH ART. 502.10 OF THE STANDARD SPECIFICATIONS. THIS COST SHALL BE INCIDENTAL TO EACH END SECTION.
- RIPRAP SHALL CONFORM TO SECT. 281 OF THE STANDARD SPECIFICATIONS.
- INSTALL FILTER FABRIC UNDER ALL RIPRAP AND BEDDING. FILTER FABRIC SHALL CONFORM TO SECT. 282 OF THE STANDARD SPECIFICATIONS.

RIP RAP DETAIL

**GENERAL NOTES**

INLET PROTECTION DEVICES SHALL BE MAINTAINED OR REPLACED AT THE DIRECTION OF THE ENGINEER.

MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE DEPARTMENT'S EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED.

WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

- FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.
- FOR INLET PROTECTION, TYPE C (WITH CURB BOX), AN ADDITIONAL 18" OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES. THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING.
- FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2X4.

**INSTALLATION NOTES**

**TYPES B & C**

TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.

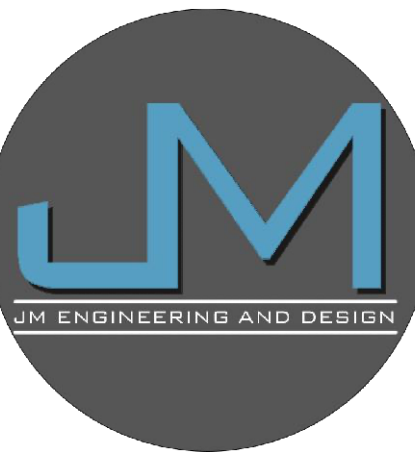
THE CONTRACTOR SHALL DEMONSTRATE A METHOD OF MAINTENANCE, USING A SEWN FLAP, HAND HOLDS OR OTHER METHOD TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.

**TYPE D**

TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.

DO NOT INSTALL INLET PROTECTION TYPE D IN INLETS SHALLOWER THAN 30", MEASURED FROM THE BOTTOM OF THE INLET TO THE TOP OF THE GRATE.

THE INSTALLED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE, BETWEEN THE INLET WALLS AND THE BAG, MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES, OF 3". WHERE NECESSARY THE CONTRACTOR SHALL CINCH THE BAG, USING PLASTIC ZIP TIES, TO ACHIEVE THE 3" CLEARANCE. THE TIES SHALL BE PLACED AT A MAXIMUM OF 4" FROM THE BOTTOM OF THE BAG.



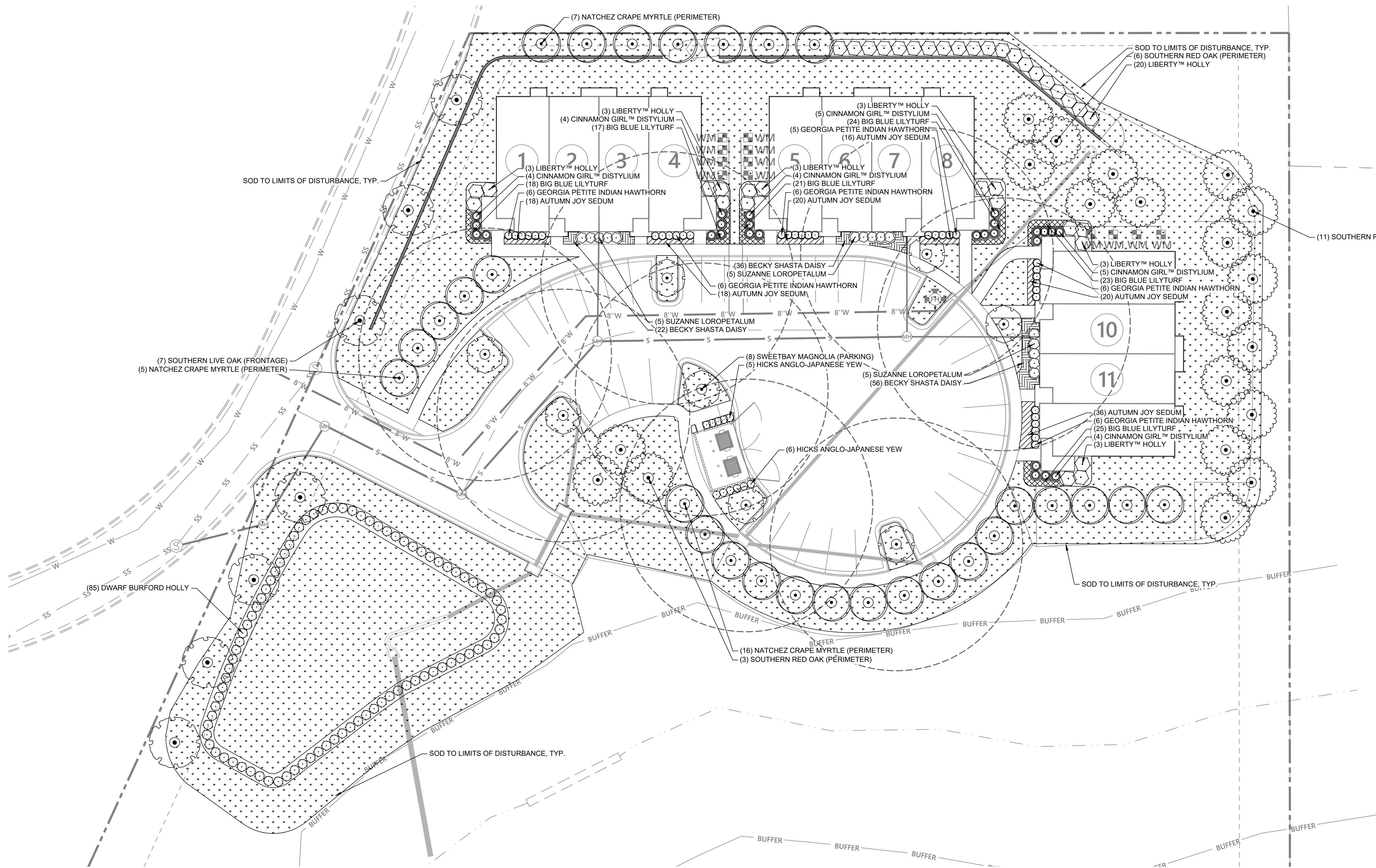
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EROSION CONTROL DETAILS  
FIELD STONE FARMS - PHASE 8  
LAFAYETTE COUNTY, MISSISSIPPI

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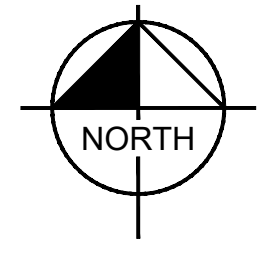
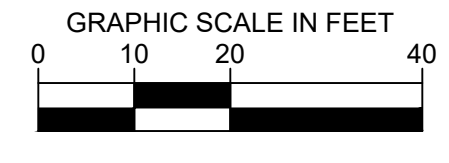
C-804

Plotted By: Bryan L. Tim, Sheet Set: Fieldstone Farms - Ph. 8, Location: L1-00 LANDSCAPE PLAN - May 07, 2024, 09:02:54am, K:\MEM\LAP\joey.moore - landscape plans\115503005 - fieldstone farms - ph. 8\2-CADD\2-plansheets\L1-00 LANDSCAPE PLAN.dwg  
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**GENERAL NOTES:**

- TOTAL LINEAR FOOTAGE OF PLANTABLE PUBLIC ROAD FRONTAGE = 312 LF  
1 TREE PER 50 LF = (312 / 50) = 7 REQUIRED STREET FRONTAGE TREES  
7 STREET FRONTAGE TREES PROVIDED  
7 SOUTHERN LIVE OAK
- TOTAL LINEAR FOOTAGE OF PERIMETER PROPERTY = 1890 LF  
1 TREE PER 40 LF = 1890 / 40 = 48 REQUIRED PERIMETER EDGE TREES  
48 PERIMETER EDGE TREES PROVIDED  
28 NATCHEZ CRAPE MYRTLE  
20 SOUTHERN RED OAK
- ALL PARKING LOT TREES ARE SHOWN WITH A DASHED 50' RADIUS TREE COVERAGE RING  
8 PARKING LOT TREES REQUIRED  
8 SWEETBAY MAGNOLIA

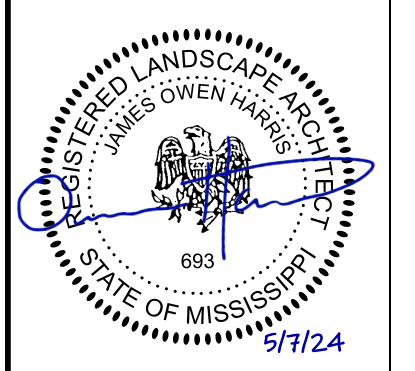


FIELDSTONE FARMS -  
PH 8  
PREPARED FOR  
JOEY MOORE

OXFORD, MISSISSIPPI  
SHEET NUMBER  
L1-00

LANDSCAPE PLAN

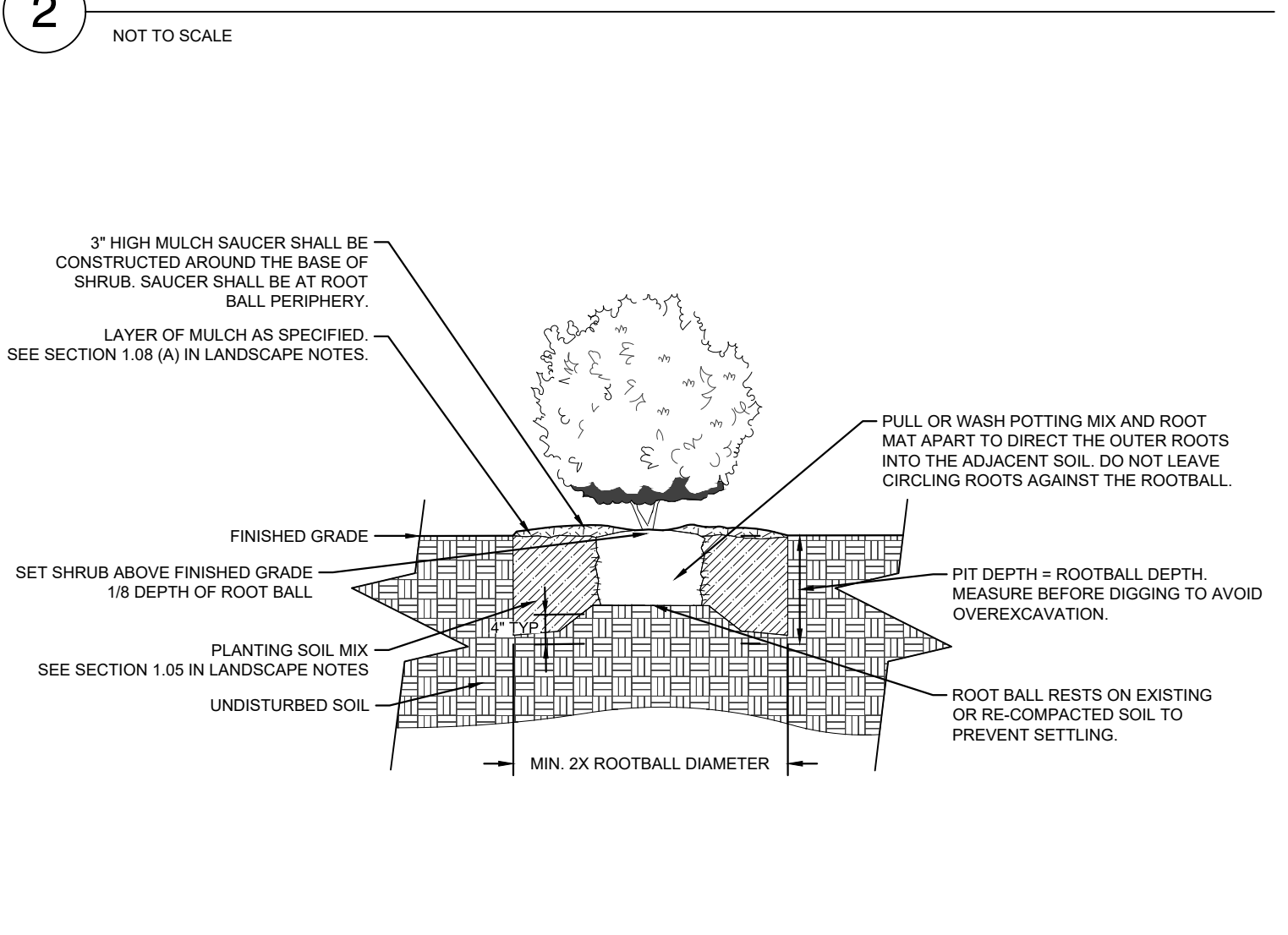
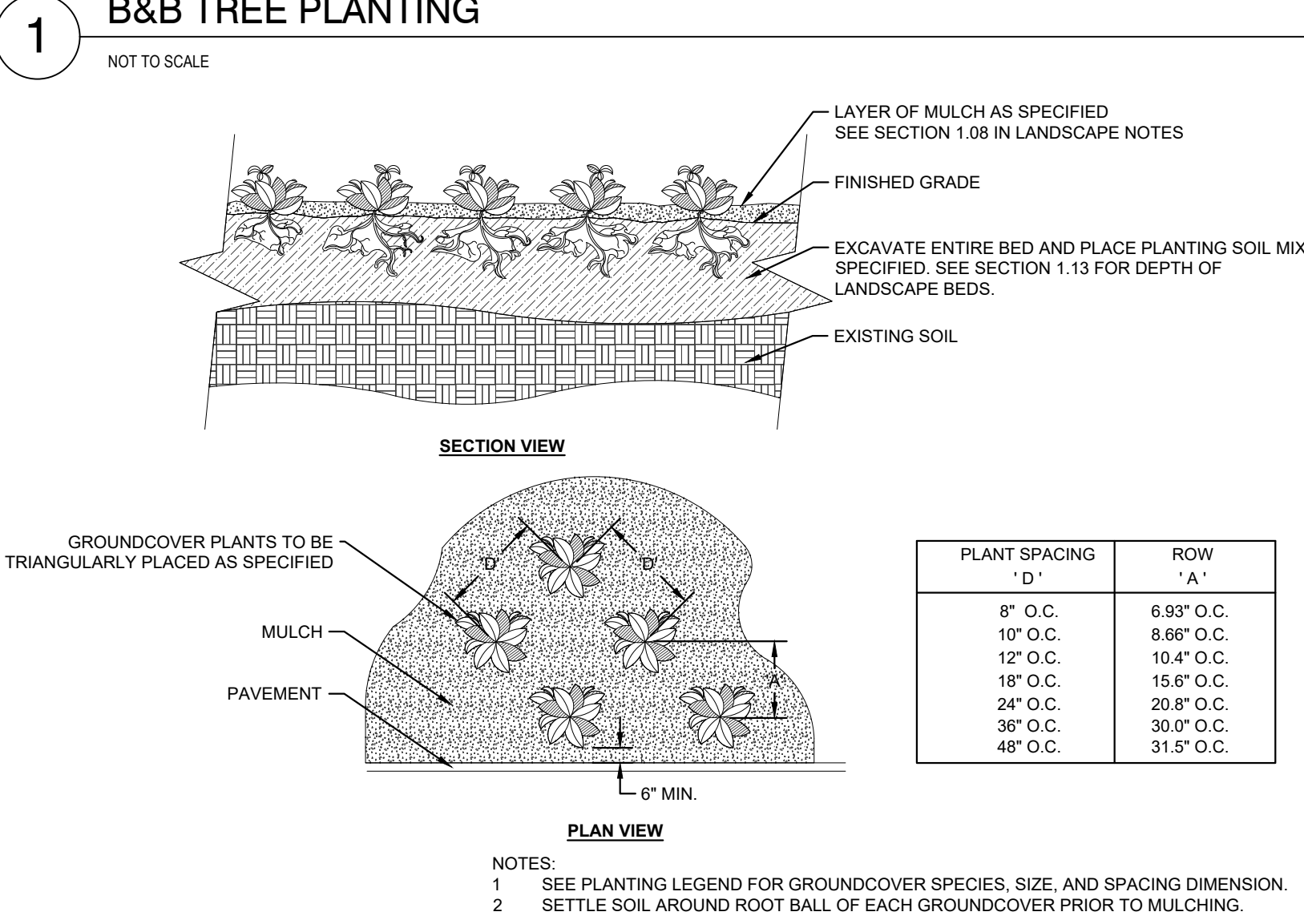
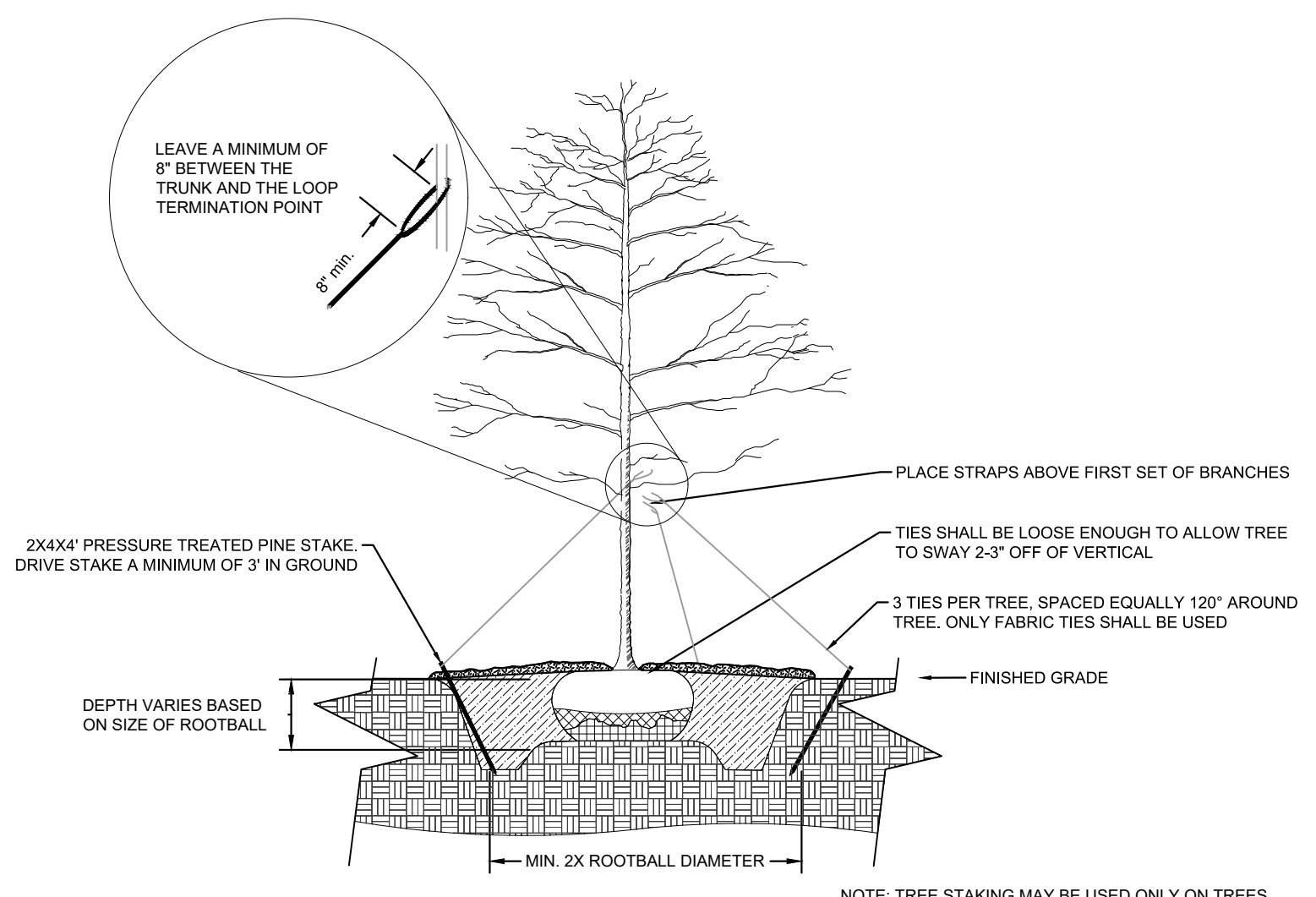
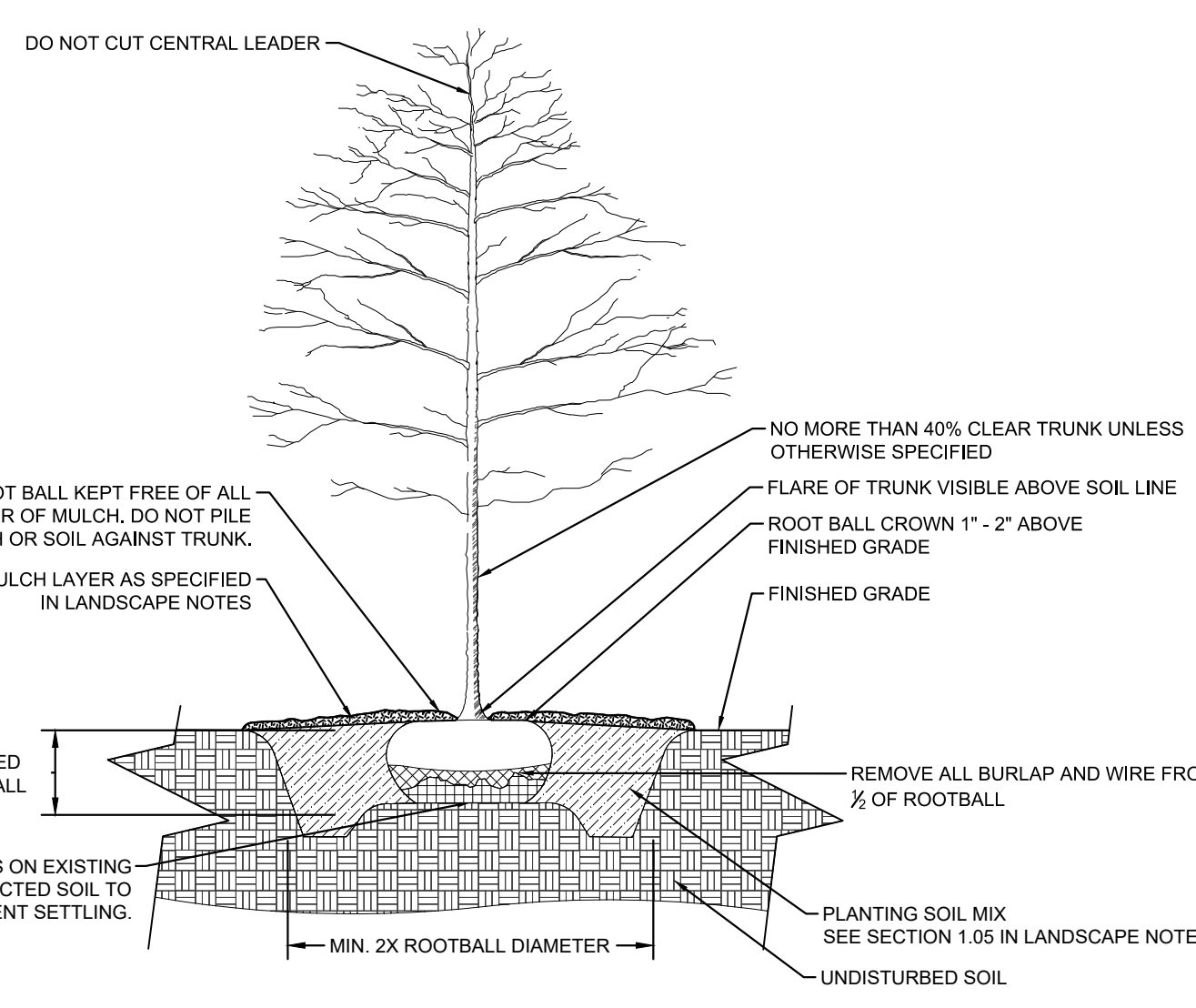
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05-07-2024  
SCALE  
AS SHOWN  
DESIGNED BY  
TBB  
DRAWN BY  
TBB  
CHECKED BY  
JOH



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NO.	REVISIONS	DATE	BY

Fieldstone Farms - Ph. 8. Loyalville - 50 LANDSCAPE NOTES AND DETAILS - May 07, 2024 - 09:03:18am - K:\MEM\_LAN\JRM\jmoore - Landscaping plans\115503005 - fieldstone farms - ph. 8 - CAD\2 - plansheets\11-00 LANDSCAPE PLAN.dwg  
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**GENERAL LANDSCAPE SPECIFICATIONS AND NOTES**

**1.01 SCOPE OF WORK**  
 A. THE WORK CONSISTS OF: FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS HEREIN SPECIFIED.  
 B. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL CONTRACT PLANTING AREAS UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER.  
 C. THE CONTRACTOR SHALL CONTACT THE OWNER AND MISSISSIPPI ONE CALL AT (800)227-6477, TWO (2) FULL BUSINESS DAYS PRIOR TO THE BEGINNING OF WORK.  
 D. THE CITY MUST APPROVE ALL WORK HOURS AND LANE CLOSURE REQUESTS AT LEAST TWO (2) FULL WORKING DAYS IN ADVANCE OF THE START OF ANY SUCH WORK ON A LOCATION BY LOCATION BASIS. THE INDIVIDUAL(S) INSTALLING THE MAINTENANCE OF TRAFFIC SETUP SHALL HAVE COMPLETED A MDT APPROVED WORK ZONE TRAFFIC CONTROL TRAINING COURSE. DOCUMENTATION SHALL BE FURNISHED TO THE CITY AT THE PRE-CONSTRUCTION MEETING OR PRIOR TO START OF WORK.  
 E. ALL LANDSCAPE MATERIAL SHALL BE INSTALLED AND MAINTAINED IN A MANNER WHEREBY TRAFFIC CONTROL SIGNAGE AND DEVICES ARE VISIBLE TO MOTORISTS AND PEDESTRIANS.

**1.02 PROTECTION OF EXISTING STRUCTURES**  
 A. ALL EXISTING BUILDINGS, WALKS, WALLS, PAVING, PIPING, OTHER SITE CONSTRUCTION ITEMS, AND PLANTING ALREADY COMPLETED OR ESTABLISHED SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER AND AT NO COST TO THE OWNER.  
 B. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL NECESSARY BMP DEVICES ACCORDING TO MDT, COUNTY, OR CITY STANDARDS THROUGH THE DURATION OF ALL CONSTRUCTION ACTIVITIES.  
 C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, WHETHER PUBLIC OR PRIVATE, PRIOR TO EXCAVATION. THE OWNER AND DESIGN PROFESSIONAL SHALL NOT BE RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF ANY SUCH INFORMATION OR DATA. AND THE CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR REVIEWING AND CHECKING ALL SUCH INFORMATION AND DATA, FOR LOCATING ALL UNDERGROUND FACILITIES DURING CONSTRUCTION, FOR THE SAFETY AND PROTECTION THEREOF, AND REPAIRING ANY DAMAGE THEREOF RESULTING FROM THE WORK. THE COST OF COMPLIANCE WITH THIS SECTION WILL BE CONSIDERED AS HAVING BEEN INCLUDED IN THE CONTRACT PRICE. THE CONTRACTOR SHALL NOTIFY ANY AFFECTED UTILITY COMPANIES OR AGENCIES IN WRITING AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.

**1.03 PROTECTION OF EXISTING PLANT MATERIALS OUTSIDE LIMIT OF WORK**  
 A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS EXISTING OR OTHERWISE CAUSED BY CARELESS EQUIPMENT OPERATION, MATERIAL STOCKPILE, ETC. THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIP-LINE AND SPILLING OIL, GASOLINE, OR OTHER DELETERIOUS MATERIALS WITHIN THE DRIP-LINE. NO MATERIALS SHALL BE BURNED ON SITE. EXISTING TREES KILLED OR DAMAGED SO THAT THEY ARE MISSHAPEN OR/AND UNSIGHTLY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR OF ONE HUNDRED DOLLARS (\$100) PER CALIPER INCH ON AN ESCALATING SCALE WHICH ADDS AN ADDITIONAL TWENTY (20) PERCENT PER INCH OVER FOUR (4) INCHES CALIPER AS FIXED AND AGREED LIQUIDATED DAMAGES. CALIPER SHALL BE MEASURED SIX (6) INCHES ABOVE GROUND LEVEL FOR TREES UP TO AND INCLUDING FOUR (4) INCHES IN CALIPER AND TWELVE (12) INCHES ABOVE GROUND LEVEL FOR TREES OVER FOUR (4) INCHES IN CALIPER.

**1.04 MATERIALS**  
 A. GENERAL  
 MATERIAL SAMPLES LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL, ON SITE OR AS DETERMINED BY THE LANDSCAPE ARCHITECT. UPON APPROVAL, DELIVERY OF MATERIALS MAY COMMENCE.  
 MATERIAL SAMPLE SIZE  
 MULCH ONE (1) CUBIC FOOT  
 TOPSOIL MIX ONE (1) CUBIC FOOT  
 PLANTS ONE (1) OF EACH VARIETY (OR TAGGED IN NURSERY)

B. PLANT MATERIALS  
 1. PLANT SPECIES AND SIZE SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS AS SET FORTH IN ANSI Z60.1-2014-AMERICAN STANDARD FOR NURSERY STOCK. ALL PLANTS SHALL BE HEALTHY, VIGOROUS, SOUND, WELL-BRANCHED, AND FREE OF DISEASE AND INSECTS. INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER. WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE DELIVERED PRIOR TO DELIVERY WITH APPROVAL FROM OWNER OR LANDSCAPE ARCHITECT. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN PERMISSION FROM THE LANDSCAPE ARCHITECT.  
 2. MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE GROUND OR ACROSS THE NORMAL SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL BRANCHES LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED, THE ROOTBALL OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.  
 3. INSPECTION: PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE AS DETERMINED BY THE OWNER. APPROVAL SHALL NOT BE FINAL UNTIL APPROVAL BY THE OWNER SHALL NOT IMPAIR THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF ROOT BALLS OR ROOTS, LATENT DEFECTS OR INJURIES. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT THE END OF THE (1) WEEK PRIOR TO ANTICIPATED DATE.

**1.05 SOIL MIXTURE (PLANTING MEDIUM, PLANTING MIX, TOPSOIL MIX)**  
 A. SOIL MIXTURE (PLANTING MEDIUM FOR PLANT PITS) SHALL CONSIST OF ½ LOOSE COMPOST (NO GREATER THAN 1\"/>

C. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED FOR POSITIVE DRAINAGE TO SURFACE/SUBSURFACE STORM DRAIN SYSTEMS. AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS. REFER TO CIVIL ENGINEER'S PLANS FOR FINAL GRADES, IF APPLICABLE.

**1.13 PLANTING PROCEDURES**  
 A. CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE REMOVED FROM THE SURFACE OF ALL PLANT BEDS. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY ADVERSELY AFFECT THE PLANTING, THE CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISH GRADE WITH CLEAN TOPSOIL FROM AN ON-SITE SOURCE OR AN IMPORTED SOURCE, IF LIMEROCK OR OTHER ADVERSE CONDITIONS OCCUR IN PLANTED AREAS AFTER 36\"/>
 B. SUBGRADE EXCAVATION: THE CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMEROCK AND LIMEROCK SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO A MINIMUM DEPTH OF 36\"/>
 C. VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES, INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS LINES AND TANKS, WATER, SANITARY SEWER, STORMWATER SYSTEMS, CABLE, AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES. CONTACT MISSISSIPPI ONE CALL AT (800)227-6477 TO LOCATE ALL UTILITIES.  
 D. FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS HEREIN SPECIFIED AND REQUIRED. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE.  
 E. GENERAL: COMPLY WITH APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. UPON ARRIVAL AT THE SITE, PLANTS SHALL BE THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS STORED ON-SITE SHALL NOT REMAIN UNPLANTED OR APPROPRIATELY HEADED IN FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES WORKMANLIKE METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.  
 F. THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE PLANTING WITH IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION APPURTENANCES AND PLANTS.  
 G. ALL PLANTING PITS SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH ANSI Z60.1-2014 - AMERICAN STANDARD FOR NURSERY STOCK, UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACK FILLED WITH THE PREPARED PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION 1.05. TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER DRAINAGE. TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FLOW HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURES AND UNDER THE SUPERVISION OF A QUALIFIED LANDSCAPE FOREMAN.  
 H. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS AND BUILDING STRUCTURES WHILE INSTALLING TREES.  
 I. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION 1.05 OF THESE SPECIFICATIONS.  
 J. TREES AND SHRUBS SHALL BE SET STRAIGHT AT AN ELEVATION THAT, AFTER SETTLEMENT, THE PLANT CROWN WILL STAND ONE (1) TO TWO (2) INCHES ABOVE GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PIT. PLANTING SOIL MIXTURE SHALL BE BACK FILLED, THOROUGHLY TAMPED AROUND THE BALL, AND SETTLED BY WATER (AFTER TAMPING).  
 K. SHRUBS AND GROUND COVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED ON THE PLANT LIST. MATERIALS INSTALLED SHALL MEET MINIMUM SPECIMEN REQUIREMENTS OR QUANTITIES SHOWN ON PLANS, WHICHEVER IS GREATER. CULTIVATE ALL PLANTING AREAS TO A MINIMUM DEPTH OF 12\"/>
 L. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO INSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. IF THE CONTRACTOR AND OWNER DECIDE TO WAIVE THE TREE GUYING AND BRACING, THE OWNER SHALL NOTIFY THE PROJECT LANDSCAPE ARCHITECT IN WRITING AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE PROJECT LANDSCAPE ARCHITECT IN THE EVENT UNSUPPORTED TREES FALL UNDER THIS CONTRACT AND DAMAGE PERSON OR PROPERTY.  
 M. HERBICIDE WEED CONTROL: ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER, 'ROUND-UP' SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S PRECAUTIONS AND SPECIFICATIONS. PRIOR TO FINAL INSPECTION, TREAT ALL PLANTING BEDS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER (AS ALLOWED BY JURISDICTIONAL AUTHORITY).

**1.14 LAWN SODDING**  
 A. THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING COMPLETE, IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A TURF GRASS LAWN ACCEPTABLE TO THE OWNER.  
 B. LAWN BED PREPARATION: ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND DEBRIS BY MEANS OF A SOD CUTTER TO A DEPTH OF THREE (3) INCHES, AND THE GROUND BROUGHT TO AN EVEN GRADE. THE ENTIRE SURFACE SHALL BE ROLLED WITH A ROLLER WEIGHING NOT MORE THAN ONE-HUNDRED (100) POUNDS PER FOOT OF WIDTH. DURING THE ROLLING, ALL DEPRESSIONS CAUSED BY SETTLEMENT SHALL BE FILLED WITH ADDITIONAL SOIL, AND THE SURFACE SHALL BE REGRADED AND ROLLED UNTIL PRESENTING A SMOOTH AND EVEN FINISH TO THE REQUIRED GRADE.  
 C. SOIL PREPARATION: PREPARE LOOSE BED FOUR (4) INCHES DEEP. HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA THOROUGHLY.  
 D. SODDING  
 1. THE CONTRACTOR SHALL SOD ALL DISTURBED AREAS WITHIN THE CONTRACT LIMITS NOT COVERED BY ACCEPTABLE TO THE OWNER.  
 2. SOD PANELS SHALL BE LAID TIGHTLY TOGETHER SO AS TO MAKE A SOLID SODDED LAWN AREA. SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS. IMMEDIATELY FOLLOWING SOD LAYING, THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED. IF, IN THE OPINION OF THE OWNER, TOP-DRESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND, AS APPROVED BY THE OWNER'S REPRESENTATIVE, SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN. FERTILIZE INSTALLED SOD AS ALLOWED BY PROPERTY'S JURISDICTIONAL AUTHORITY.  
 3. DURING DELIVERY, PRIOR TO, AND DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOD SHALL BE STACKED SO AS NOT TO BE DAMAGED BY SWEATING OR EXCESSIVE HEAT AND MOISTURE.  
 E. LAWN MAINTENANCE  
 1. WITHIN THE CONTRACT LIMITS, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS (LARGER THAN 12"x12") UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE. REPAIRED SODDING SHALL BE ACCOMPLISHED AS IN THE ORIGINAL WORK (INCLUDING RE-GRADEING IF NECESSARY).  
 2. CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING AND MAINTAINING SOD/LAWN UNTIL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. PRIOR TO AND UPON ACCEPTANCE, CONTRACTOR TO PROVIDE WATERING/IRRIGATION SCHEDULE TO OWNER. OBSERVE ALL APPLICABLE WATERING RESTRICTIONS AS SET FORTH BY THE PROPERTY'S JURISDICTIONAL AUTHORITY.

**1.15 CLEANUP**  
 A. UPON COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS RESULTING FROM HIS WORK. ALL PAVED AREAS SHALL BE BROOM-CLEANED AND THE SITE LEFT IN A NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER'S REPRESENTATIVE.

**1.16 PLANT MATERIAL MAINTENANCE**  
 A. ALL PLANTS AND PLANTING INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING OR REPAIRING GUY SUPPORTS) NECESSARY TO INSURE A HEALTHY PLANT CONDITION BY THE CONTRACTOR UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE.

**1.17 FINAL INSPECTION AND ACCEPTANCE OF WORK**  
 A. FINAL INSPECTION AT THE END OF THE WARRANTY PERIOD SHALL BE ON PLANTING, CONSTRUCTION AND ALL OTHER INCIDENTAL WORK PERTAINING TO THIS CONTRACT. ANY REPLACEMENT AT THIS TIME SHALL BE SUBJECT TO THE SAME ONE (1) YEAR WARRANTY PERIOD AS SPECIFIED BY THE LANDSCAPE ARCHITECT OR OWNER IN WRITING) BEGINNING WITH THE TIME OF REPLACEMENT AND ENDING WITH THE SAME INSPECTION AND ACCEPTANCE HEREIN DESCRIBED.

**1.18 WARRANTY**  
 A. THE LIFE AND SATISFACTORY CONDITION OF ALL PLANT MATERIAL INSTALLED (INCLUDING SOD) BY THE LANDSCAPE CONTRACTOR SHALL BE WARRANTED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE.  
 B. REPLACEMENT: ANY PLANT NOT FOUND IN A HEALTHY GROWING CONDITION DURING THE WARRANTY PERIOD SHALL BE REMOVED FROM THE SITE AND REPLACED WITHIN TEN (10) DAYS OF NOTICE, OR BETWEEN SEPTEMBER-NOVEMBER, MARCH-MAY, ALL REPLACEMENTS SHALL BE PLANTS OF THE SAME KIND AND SIZE AS SPECIFIED IN THE PLANT LIST. THEY SHALL BE FURNISHED, PLANTED AND MULCHED AS SPECIFIED AT NO ADDITIONAL COST TO THE OWNER.  
 C. IN THE EVENT THE OWNER DOES NOT CONTRACT WITH THE CONTRACTOR FOR LANDSCAPE MAINTENANCE, THE CONTRACTOR IS ENCOURAGED TO VISIT THE PROJECT SITE PERIODICALLY DURING THE ONE (1) YEAR WARRANTY PERIOD TO EVALUATE MAINTENANCE PROCEDURES BEING PERFORMED BY THE OWNER, AND SHALL NOTIFY THE OWNER IN WRITING OF MAINTENANCE PROCEDURES OR CONDITIONS WHICH THREATEN VIGOROUS AND HEALTHY PLANT GROWTH. IT IS SUGGESTED SUCH SITE VISITS SHALL BE CONDUCTED A MINIMUM OF ONCE PER MONTH FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF ACCEPTANCE.

**3 GROUNDCOVER PLANTING**  
 NOT TO SCALE

**4 CONTAINER SHRUB PLANTING**  
 NOT TO SCALE

**PLANT SCHEDULE**

SYMBOL	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT	CONDITION
<b>TREES</b>					
(Symbol)	28	Lagerstroemia x Natchez / Natchez Crepe Myrtle (Perimeter)	2' Caliper	B&B	MATCHING, MULTI-TRUNK, 3-5 CANES, 60\"/>

**Kimley Horn**

© 2024, KIMLEY-HORN AND ASSOCIATES, INC.  
 6750 POPLAR AVE., SUITE 600, MEMPHIS TN, 38118  
 PHONE: 901-374-9109  
 WWW.KIMLEY-HORN.COM

**LANDSCAPE NOTES AND DETAILS**

**FIELDSTONE FARMS - PH 8**

PREPARED FOR  
**JOEY MOORE**

OXFORD

KHA PROJECT  
 115503005

DATE  
 05-07-2024

SCALE  
 AS SHOWN

DESIGNED BY  
 TBB

DRAWN BY  
 TBB

CHECKED BY  
 JOH

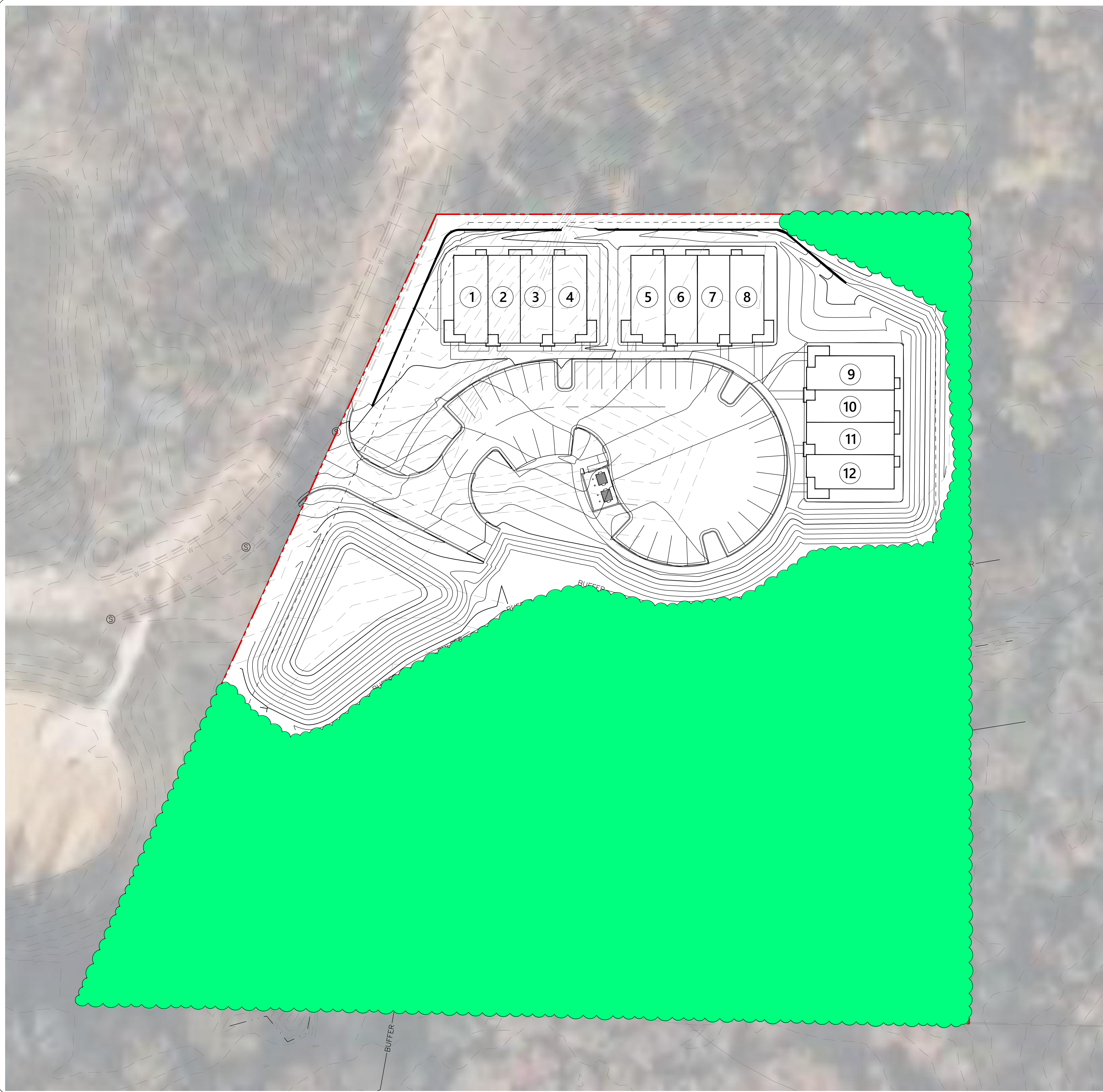
NO. \_\_\_\_\_

REVISIONS \_\_\_\_\_

DATE \_\_\_\_\_

SHEET NUMBER  
**L1-50**





**FIELD STONE FARMS - PHASE 8  
HERITAGE TREE MITIGATION REQUIRED**

If we assume that the land is evenly distributed with X number of trees then,  
**Total DBH of trees to be removed per acre = X inches**

Every development in Oxford, MS gets a 10% tree mitigation credit before any mitigation is required.

10% of the total DBH of significant trees removed on site ( $X'' = 0.1X''$ ) of mitigation credit.

**Total DBH of heritage trees being removed that must be mitigated per acre = 0.9X**

The established mitigation rate of heritage trees is that 1, 2" tree; shall be planted for every 2 inches that are removed from the site.

By dividing the total significant DBH being removed by 2, we get the number of heritage trees to be mitigated per acre:

**$0.9X/2 = 0.45X$  (2" trees)**

Total Acres Disturbed: 2.09  
 Total Mitigate Trees for Disturbed Area ( $2.09AC \times 0.45x$  Trees per Acre) = 0.94X (2" Trees)

The final step is to add the tree credits that are given for the total DBH of saved heritage trees. For every 1 inches of heritage tree saved, a credit of 1, 2" tree is earned.

**Total mitigation credit trees per acre =  $X / 1'' = X$  (2" trees)**

Total Acres Saved: 2.91  
 Total Tree Credit Earned ( $2.91AC \times X$  Trees per Acre) = 2.91X (2" Trees)

Total trees to be mitigated (0.94X 2" Trees)  
 - Total mitigation credit trees (2.91X 2" Trees)  
 - **1.97X mitigation trees required**

**TOTAL MITIGATION REQUIRED FOR THIS PROJECT = -1.97X(2" TREES) = NO MITIGATION FOR THIS PROJECT REQUIRED SINCE WE ARE NOT DISTURBING 2.91 AC OF 5.00 AC.**

**FIELD STONE FARMS - PHASE 8  
SIGNIFICANT TREE MITIGATION REQUIRED**

If we assume that the land is evenly distributed with X number of trees then,  
**Total DBH of trees to be removed per acre = X inches**

Every development in Oxford, MS gets a 10% tree mitigation credit before any mitigation is required.

10% of the total DBH of significant trees removed on site ( $X'' = 0.1X''$ ) of mitigation credit.

**Total DBH of significant trees being removed that must be mitigated per acre = 0.9X"**

The established mitigation rate of heritage trees is that 1, 2" tree; shall be planted for every 5 inches that are removed from the site.

By dividing the total significant DBH being removed by 5, we get the number of heritage trees to be mitigated per acre:

**$0.9X/5 = 0.18X$  (2" trees)**

Section 6.1.9 of the City of Oxford Land Development Code, states that existing significant trees located within a building footprint, street, driveway, sidewalk, pathway or utility easement shall generally not require mitigation. The next step is subtracting the areas of those listed items from the required mitigation area.

Phase 8 Buildings / Streets / Sidewalk Area:	1.02 AC
Total Acres Disturbed:	2.09 AC
- Total Disturbed Area Not Required for Mitigation:	1.02 AC
Total Area Required for Mitigation:	1.07 AC

Total Mitigate Trees for Disturbed Area ( $1.07 AC \times 0.18X$  Trees per Acre) = 0.19X (2" Trees)

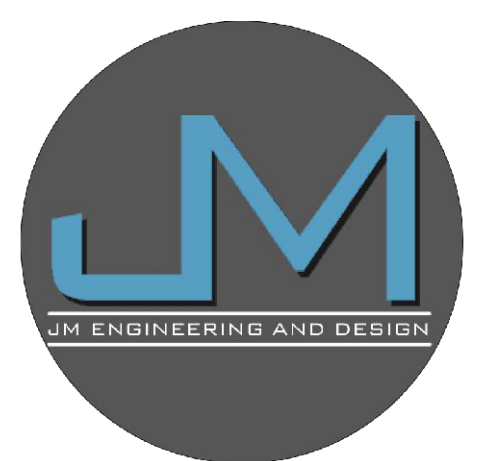
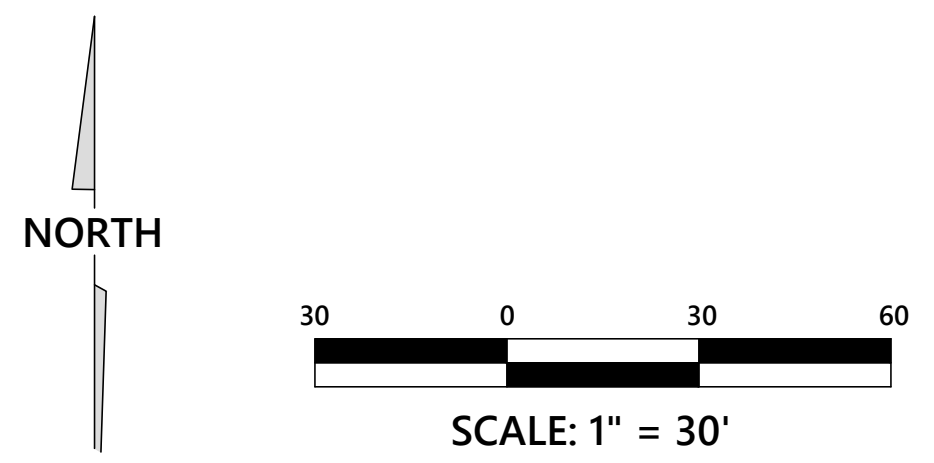
The final step is to add the tree credits that are given for the total DBH of saved significant trees. For every 5 inches of significant tree saved, a credit of 1, 2" tree is earned.

**Total mitigation credit trees per acre =  $X / 5'' = 0.20X$  (2" trees)**

Total Acres Saved: 2.91 AC  
 Total Tree Credit Earned ( $2.91AC \times 0.2X$  Trees per Acre) = 0.58X (2" Trees)

Total trees to be mitigated (0.19X 2" Trees)  
 - Total mitigation credit trees (0.58X 2" Trees)  
 - **0.39X 2" mitigation trees required**

**TOTAL MITIGATION REQUIRED FOR THIS PROJECT = -0.39X(2" TREES) = NO MITIGATION REQUIRED FOR THIS PROJECT SINCE WE ARE NOT DISTURBING 2.91 AC OF 5.00 AC.**



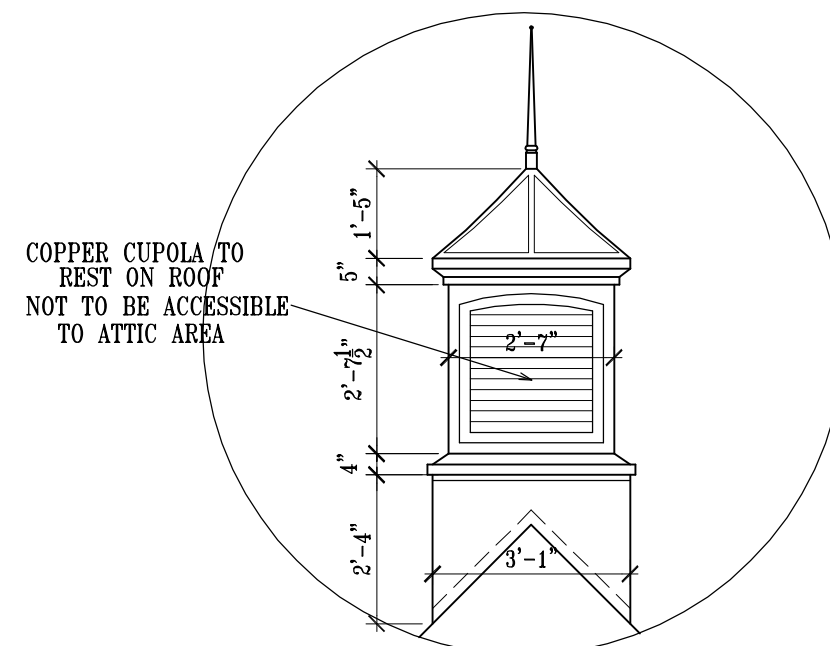
**JM ENGINEERING AND DESIGN, LLC**  
 OXFORD, MS  
 (662) 801-8803

**TREE MITIGATION**

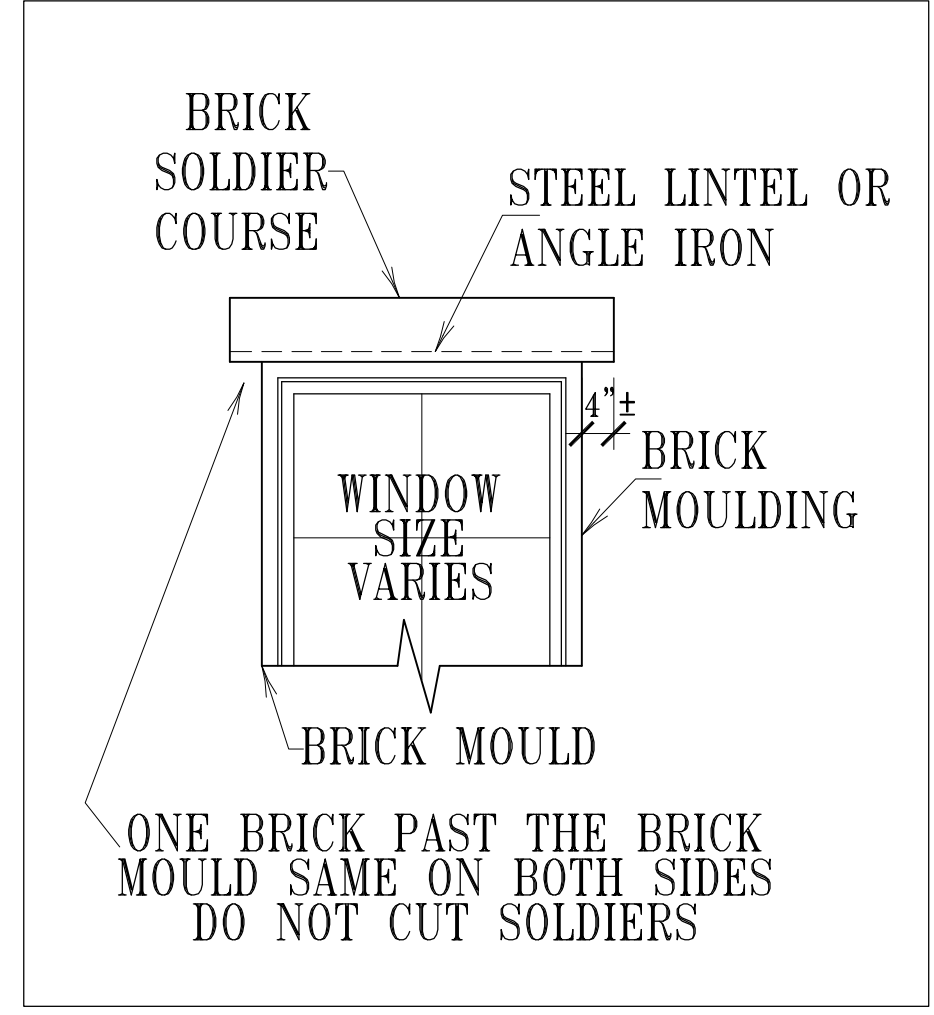
**FIELD STONE FARMS - PHASE 8**  
 LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY	JRM
CHECKED BY	JRM
PROJECT NO.	XXXX
DATE	02/12/2024
SCALE	1" = 30'
REVISION	

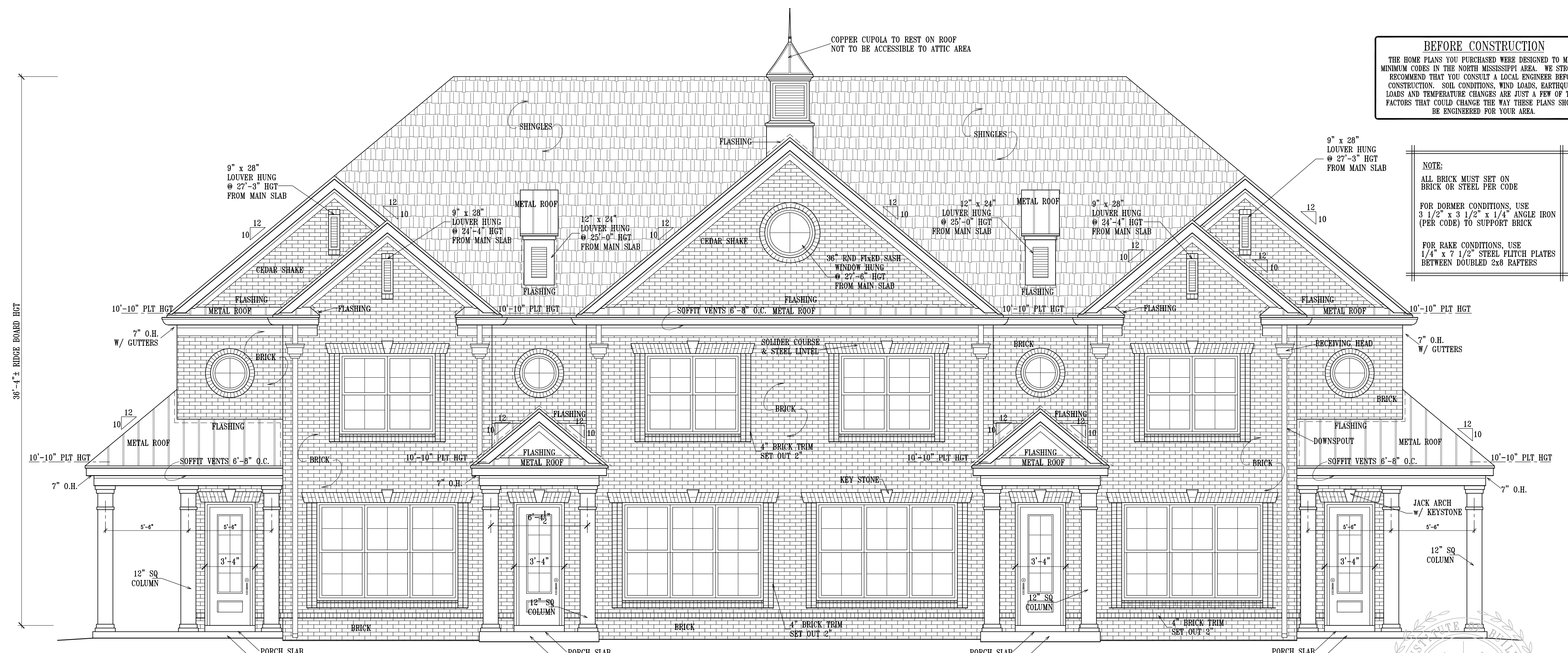
**C-202**



**CUPOLA DETAIL**  
SCALE: 1/4" = 1'-0"



ONE BRICK PAST THE BRICK MOULD SAME ON BOTH SIDES DO NOT CUT SOLDIERS



**FRONT ELEVATION (UNITS A-D)**  
SCALE: 1/4" = 1'-0"



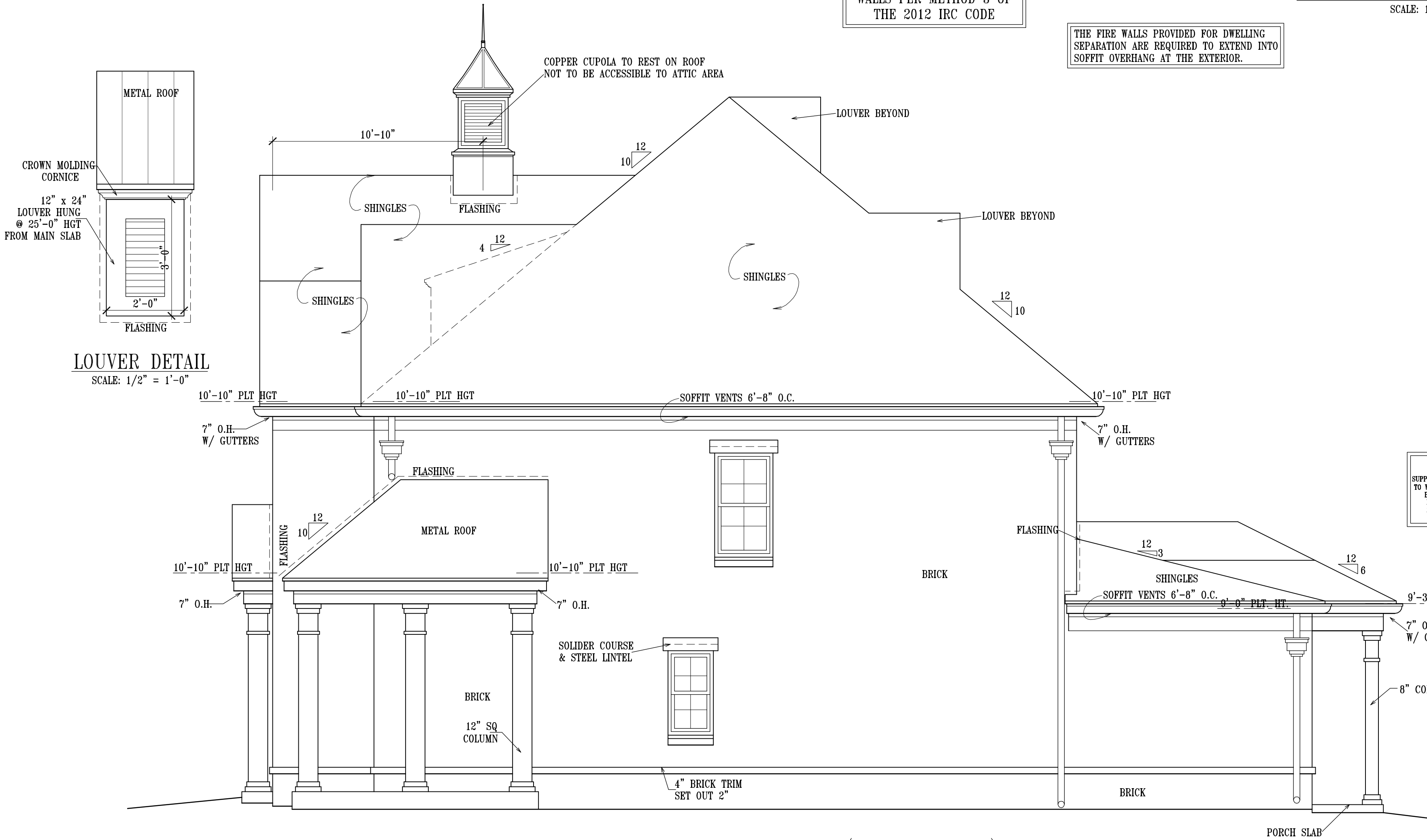
**BEFORE CONSTRUCTION**  
THE HOME PLANS YOU PURCHASED WERE DESIGNED TO MEET MINIMUM CODES IN THE NORTH MISSISSIPPI AREA. WE STRONGLY RECOMMEND THAT YOU CONSULT A LOCAL ENGINEER BEFORE CONSTRUCTION. SOIL CONDITIONS, WIND LOADS, EARTHQUAKE LOADS AND TEMPERATURE CHANGES ARE JUST A FEW OF THE FACTORS THAT COULD CHANGE THE WAY THESE PLANS SHOULD BE ENGINEERED FOR YOUR AREA.

**NOTE:**  
ALL BRICK MUST SET ON BRICK OR STEEL PER CODE  
FOR FORMER CONDITIONS, USE 3 1/2" x 3 1/2" x 1/4" ANGLE IRON (PER CODE) TO SUPPORT BRICK  
FOR RAKE CONDITIONS, USE 1/4" x 7 1/2" STEEL FLITCH PLATES BETWEEN DOUBLED 2x8 RAFTERS

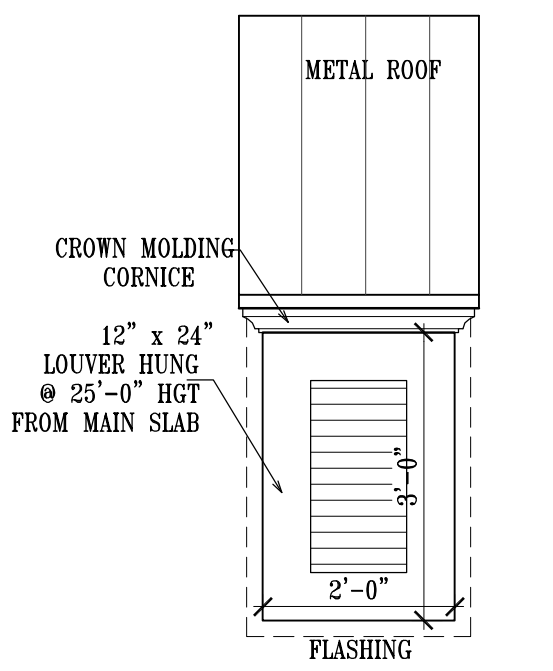
THE SCOPE OF THE 2005 IRC APPLIES TO DETACHED ONE AND TWO-FAMILY DWELLINGS AND TOWNHOUSES NOT MORE THAN THREE STORIES ABOVE GRADE IN HEIGHT WITH SEPARATE MEANS OF EGRESS (IRC E01.2). TOWNHOUSE, IS DEFINED AS: A SINGLE-FAMILY DWELLING UNIT CONSTRUCTED IN A GROUP OF THREE OR MORE ATTACHED UNITS IN WHICH EACH UNIT EXTENDS FROM FOUNDATION TO ROOF AND WITH OPEN SPACE

**NOTE:**  
CONTINUOUS SHEATHING TO WALLS PER METHOD 3 OF THE 2012 IRC CODE

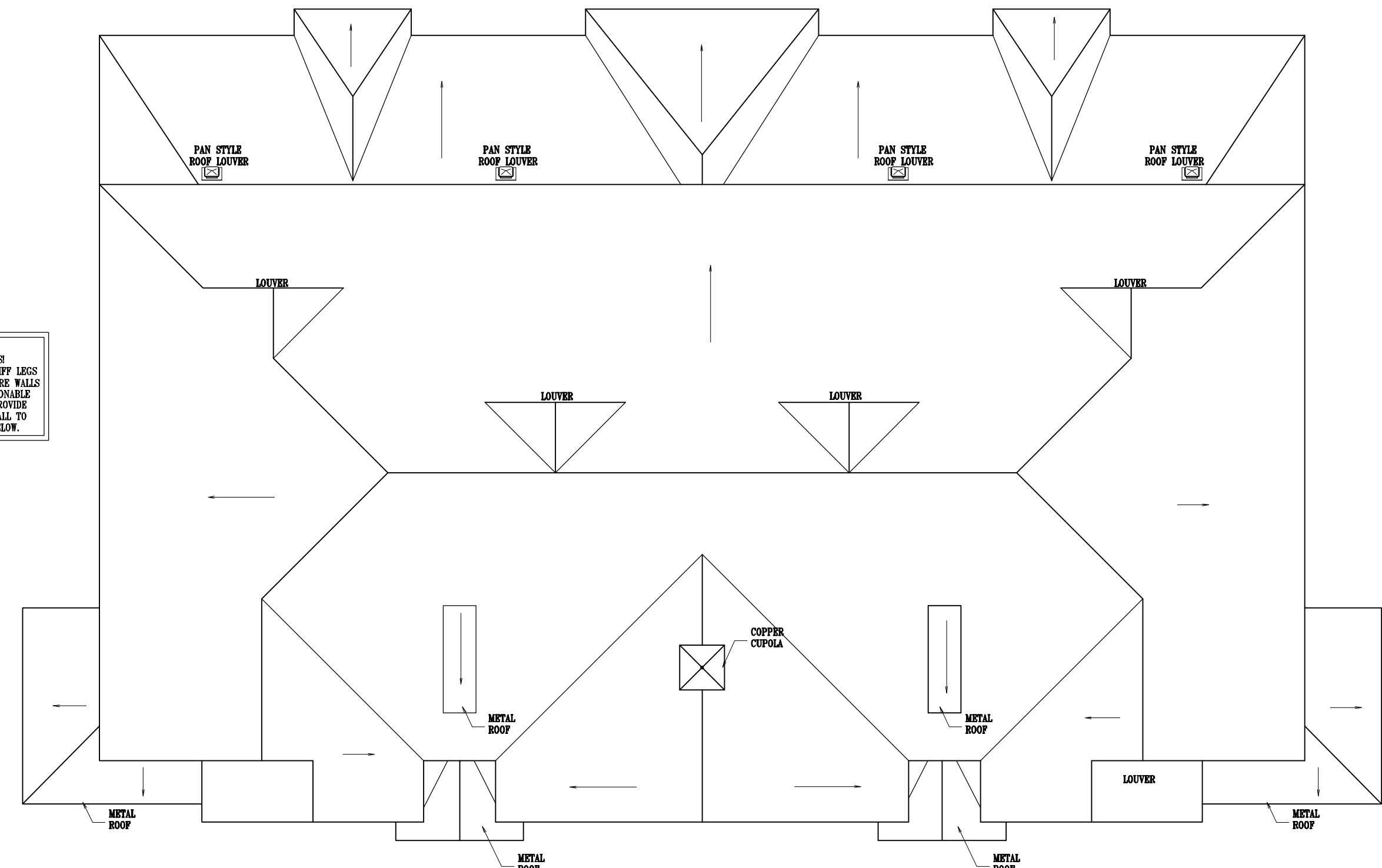
THE FIRE WALLS PROVIDED FOR DWELLING SEPARATION ARE REQUIRED TO EXTEND INTO SOFFIT OVERHANG AT THE EXTERIOR.



**TYPICAL SIDE ELEVATION (BOTH CORNERS)**  
SCALE: 1/4" = 1'-0"



**LOUVER DETAIL**  
SCALE: 1/2" = 1'-0"



**ROOF PLAN**  
SCALE: 1/8" = 1'-0"

**NOTE 1**  
FRAME ALL TRUSS VALLEYS SUPPORT VALLEY KINGS WITH STIFF LIDS TO MAINTAIN OPEN IN CASE WINDS BLOW BELOW ARE BEYOND A REASONABLE DISTANCE TO STIFF LID, PROVIDE 2-2x12 BEAM OR TRUSS WALL TO REACH BRACING WALLS BELOW.

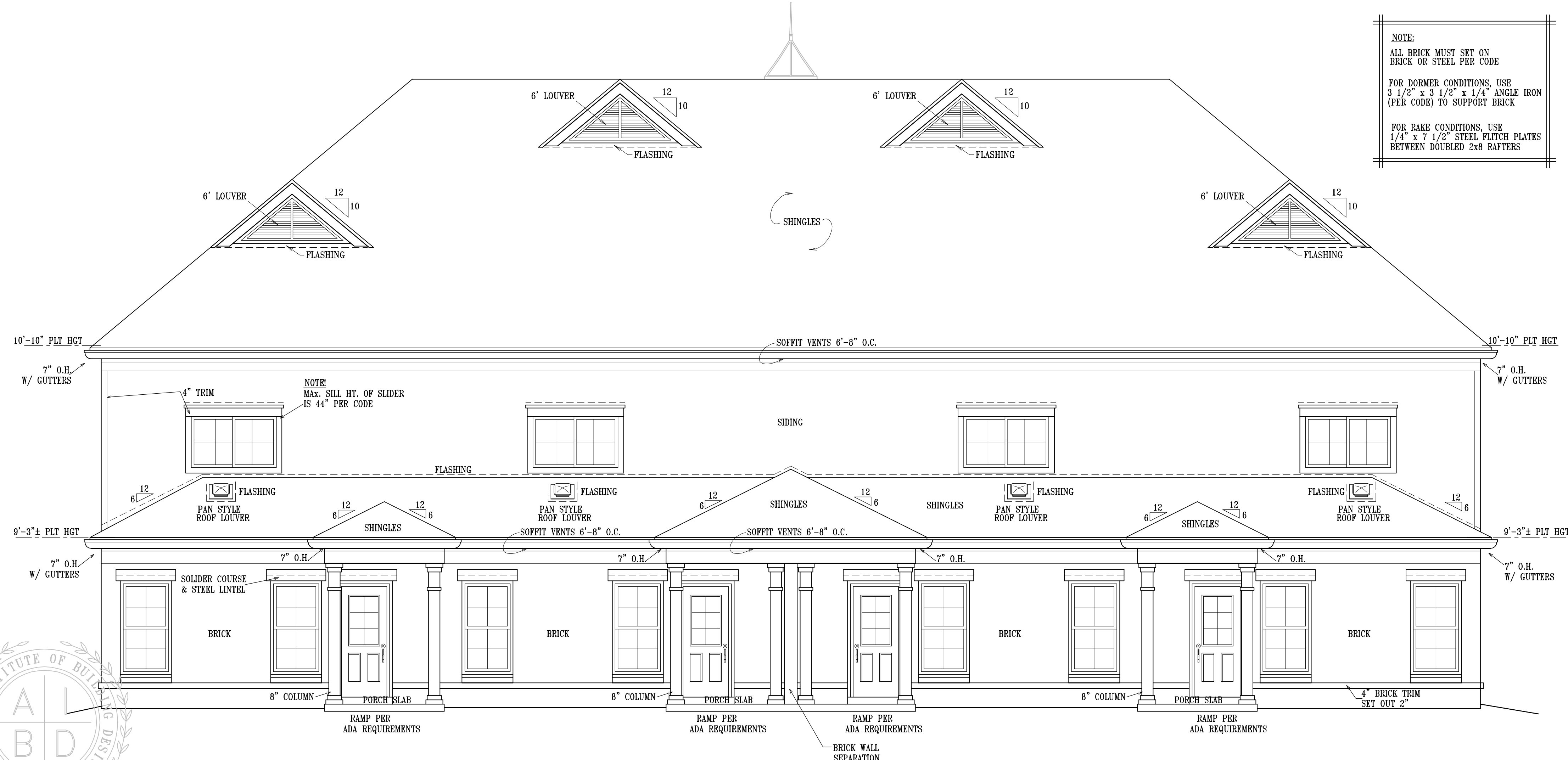
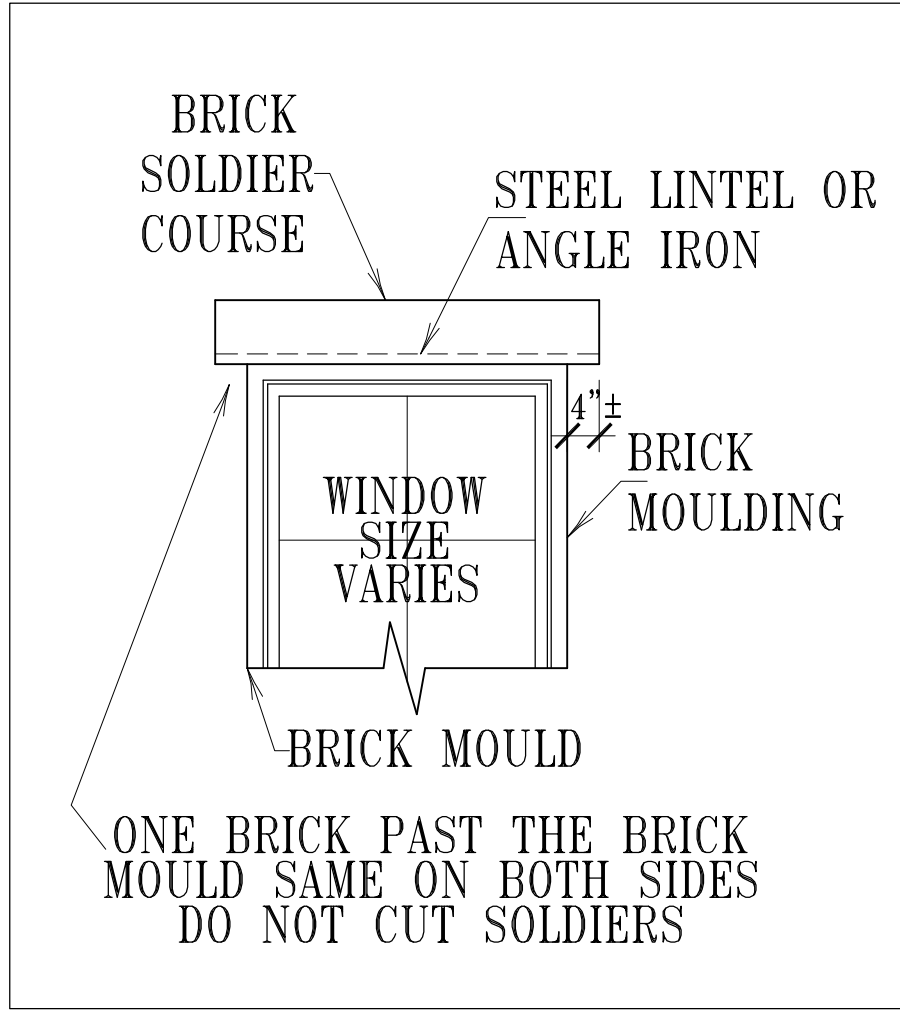
**SULLIVAN & ASSOCIATES**  
251 GERMANTOWN BEND COVE  
CORDOVA, TN 38018  
901-755-8840

**FIELDSTONE FARMS**  
OXFORD, MISSISSIPPI

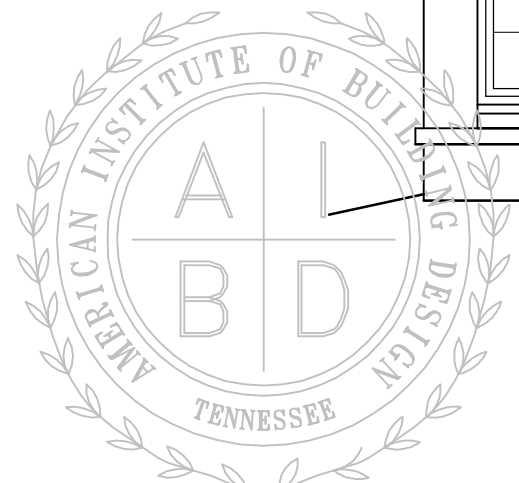
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CHECKED BY: JIMMY BALLARD  
DATE: 12-20  
PLAN NUMBER: 4067-3074-365-T  
SHEET NO. 4

OF 5 SHEETS

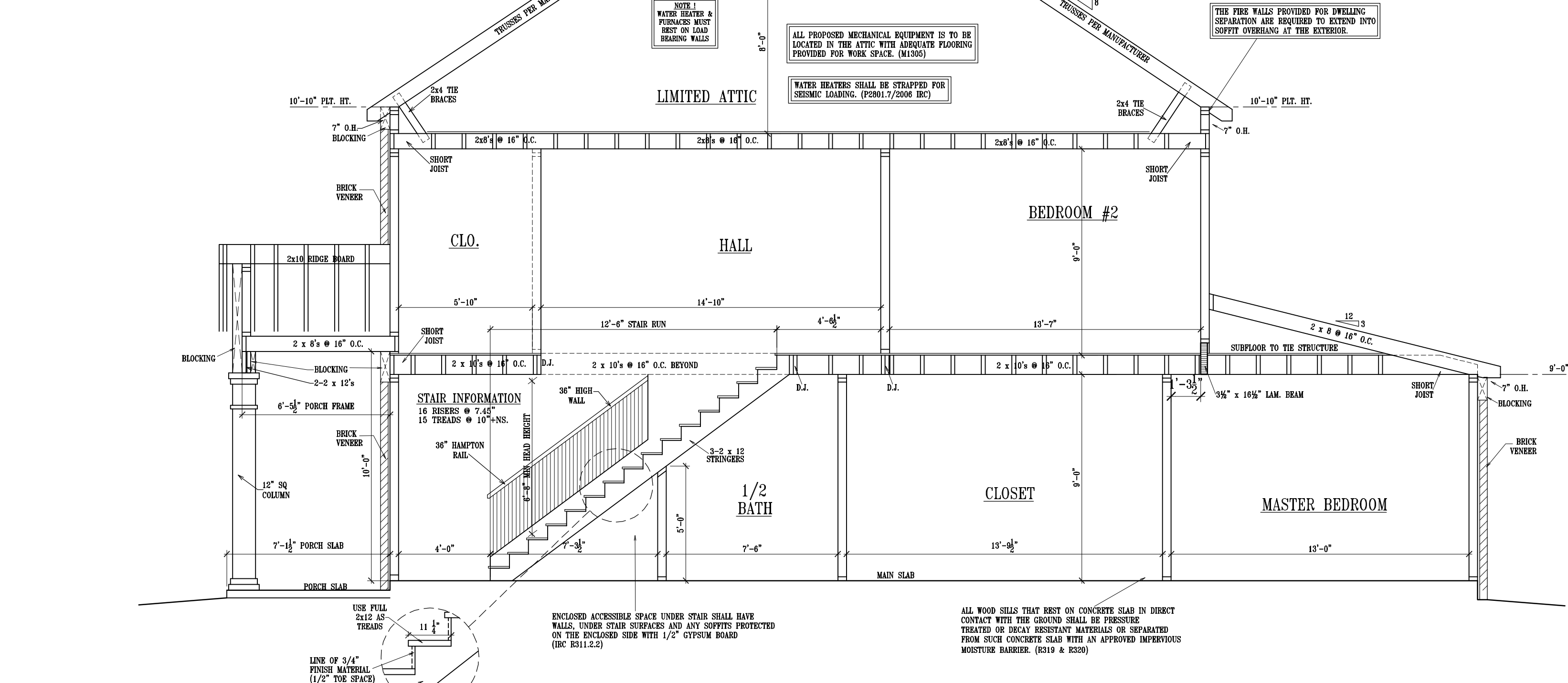
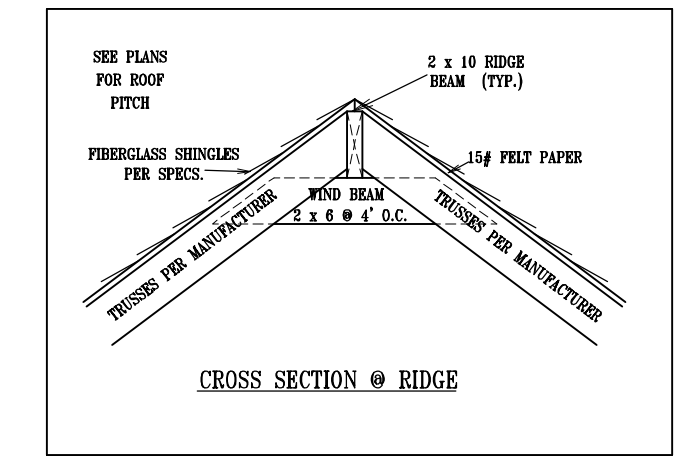
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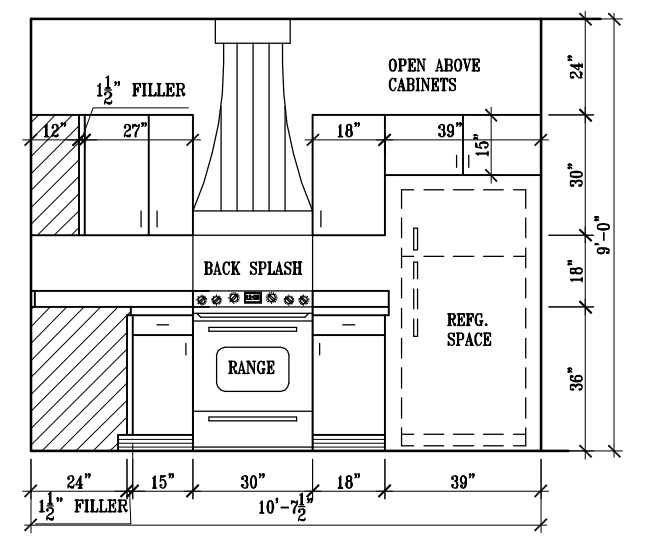
REAR ELEVATION (UNITS A-D)  
SCALE: 1/4" = 1'-0"



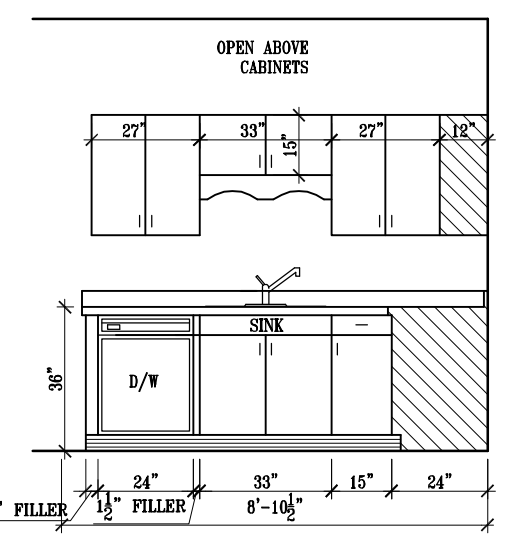
TOM M. SULLIVAN  
P.B.D. Cert. No. TN-103



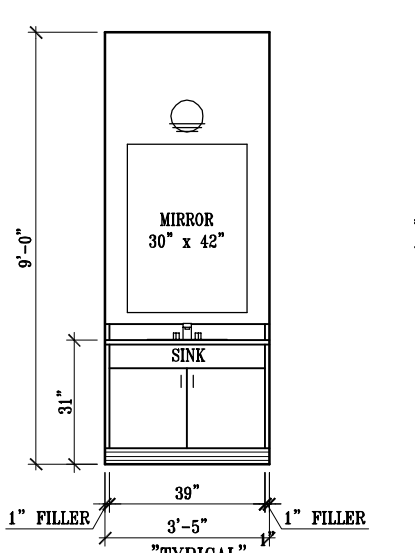
TYPICAL FRAMING SECTION @ MAIN BODY (UNIT A-D)  
SCALE: 1/4" = 1'-0"



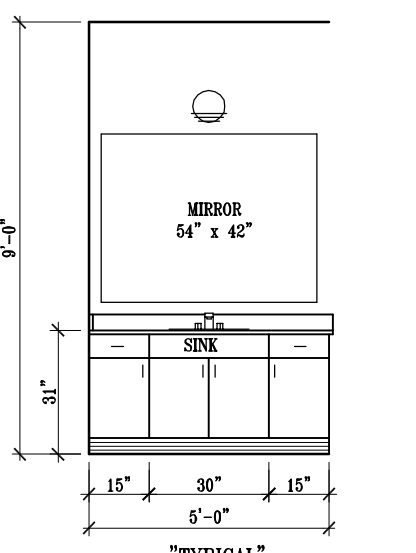
TYPICAL KITCHEN  
SCALE: 1/4" = 1'-0"



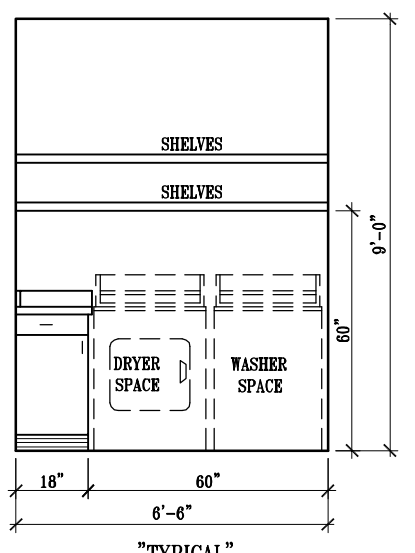
TYPICAL KITCHEN ISLAND  
SCALE: 1/4" = 1'-0"



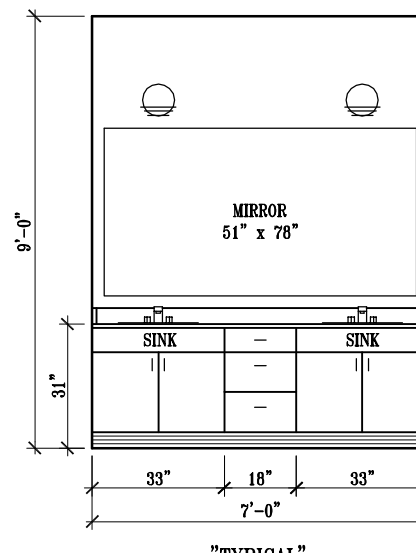
TYPICAL 1/2 BATH  
SCALE: 1/4" = 1'-0"



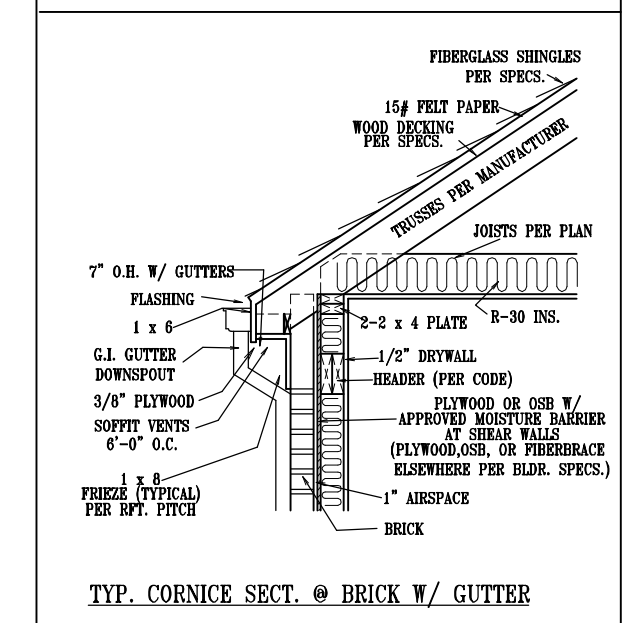
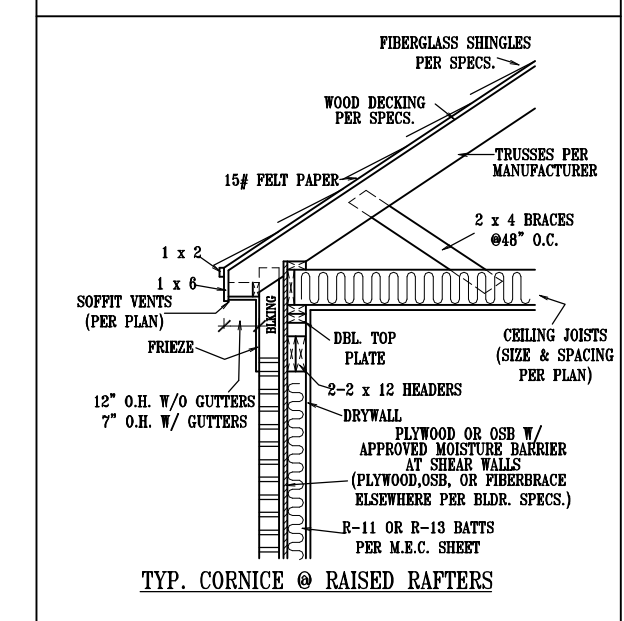
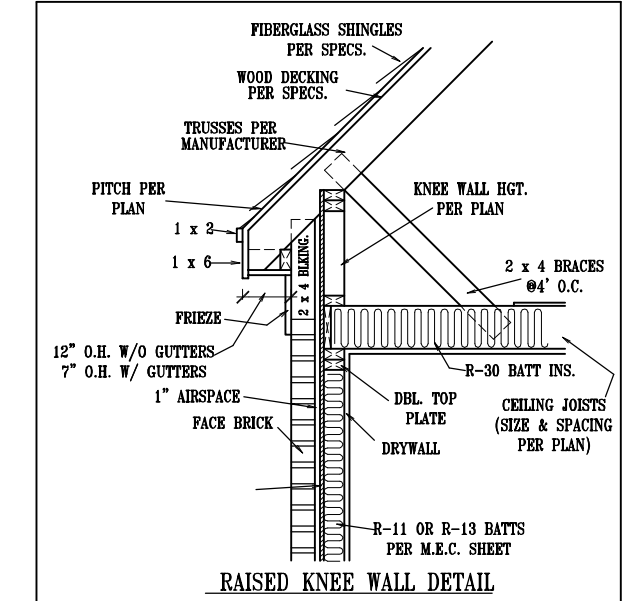
TYPICAL BATH #2 & #3  
SCALE: 1/4" = 1'-0"



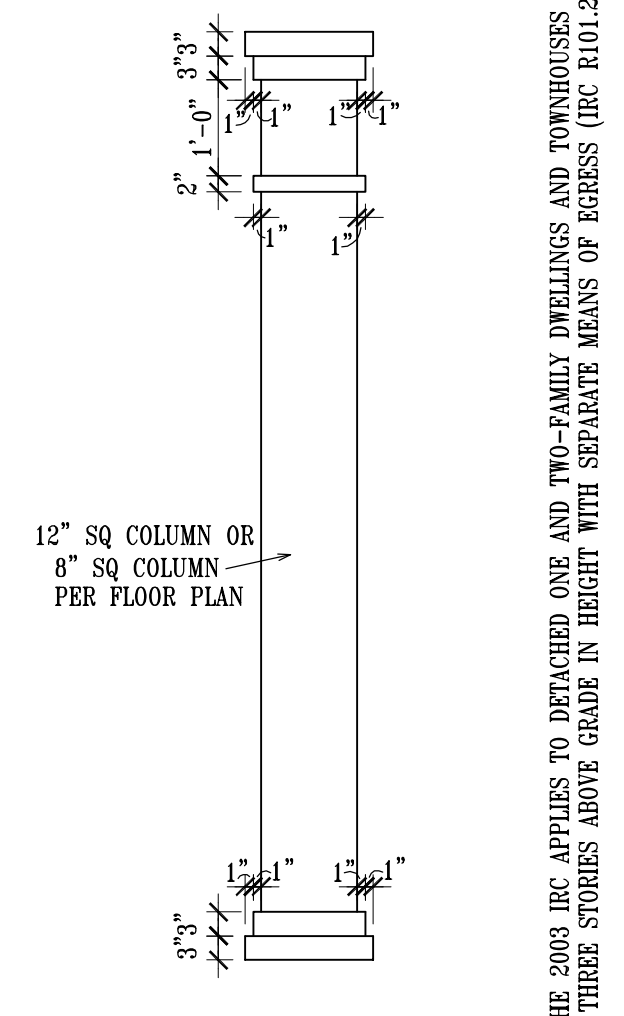
TYPICAL UTILITY  
SCALE: 3/8" = 1'-0"



TYPICAL MASTER BATH  
SCALE: 1/4" = 1'-0"



TYP. CORNICE SECT. @ BRICK W/ GUTTER



COLUMN DETAIL  
SCALE: 1/2" = 1'-0"

**BEFORE CONSTRUCTION**  
THE HOME PLANS YOU PURCHASED WERE DESIGNED TO MEET MINIMUM CODES IN THE NORTH MISSISSIPPI AREA. WE STRONGLY RECOMMEND THAT YOU CONSULT A LOCAL ENGINEER BEFORE CONSTRUCTION. SOIL CONDITIONS, WIND LOADS, EARTHQUAKE LOADS AND TEMPERATURE CHANGES ARE JUST A FEW OF THE FACTORS THAT COULD CHANGE THE WAY THESE PLANS SHOULD BE ENGINEERED FOR YOUR AREA.

NOTE:  
CONTINUOUS SHEATHING TO WALLS PER METHOD 3 OF THE 2012 IRC CODE

THE FIRE WALLS PROVIDED FOR DWELLING SEPARATION ARE REQUIRED TO EXTEND INTO SOFFIT OVERHANG AT THE EXTERIOR.

THE SCOPE OF THE 2009 IRC APPLIES TO DETACHED ONE AND TWO-FAMILY DWELLINGS AND TOWNHOUSES NOT MORE THAN THREE STORIES ABOVE GRADE IN HEIGHT WITH SEPARATE MEANS OF EGRESS (IRC R101.2). TOWNHOUSE, IS DEFINED AS: A SINGLE-FAMILY DWELLING UNIT CONSTRUCTED IN A GROUP OF THREE OR MORE ATTACHED UNITS IN WHICH EACH UNIT EXTENDS FROM FOUNDATION TO ROOF AND WITH OPEN SPACE

SULLIVAN & ASSOCIATES  
251 GERMANTOWN BEND COVE  
CORDOVA, TN 38018  
901-755-8840

FIELDSTONE FARMS  
OXFORD, MISSISSIPPI

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DRAWN BY  
BRIAN W./BRANDON J.  
CHECKED BY  
JIMMY BALLARD  
DATE  
12-20  
PLAN NUMBER  
4067-3074-365-T

SHEET NO.  
5  
OF 5 SHEETS

DWELLING UNIT SEPARATION BETWEEN EACH TOWNHOUSE UNIT IS REQUIRED TO BE TWO INDEPENDENT ONE HOUR FIRE RATED WALLS, OR, AN EXCEPTION ALLOWS FOR A COMMON 2-HOUR FIRE RATED WALL, IF SUCH WALLS DO NOT CONTAIN PLUMBING OR MECHANICAL EQUIPMENT, DUCTS OR VENTS IN THE CAVITY OF THE COMMON WALL.

THE FIRE WALLS PROVIDED FOR DWELLING SEPARATION ARE REQUIRED TO EXTEND INTO SOFFIT OVERHANG AT THE EXTERIOR.

EVERY DWELLING UNIT INTENDED TO BE OCCUPIED AS A RESIDENCE IN A SINGLE STRUCTURE SHALL BE A TYPE B UNIT (ADAPTABLE) AS DEFINED IN ICC A117.1, UNLESS SITE IMPRACTICITIES AS ADDRESSED IN 1107.7.4 EXIST. (ICC 1107.6.3)

DRYER VENT OPENINGS AND EXHAUST SHALL NOT BE PERMITTED WITHIN ANY FIRE RATED WALL. (R302.2 & G2439.2)

**FAIR HOUSING ACT ACCESSIBILITY REQUIREMENTS**

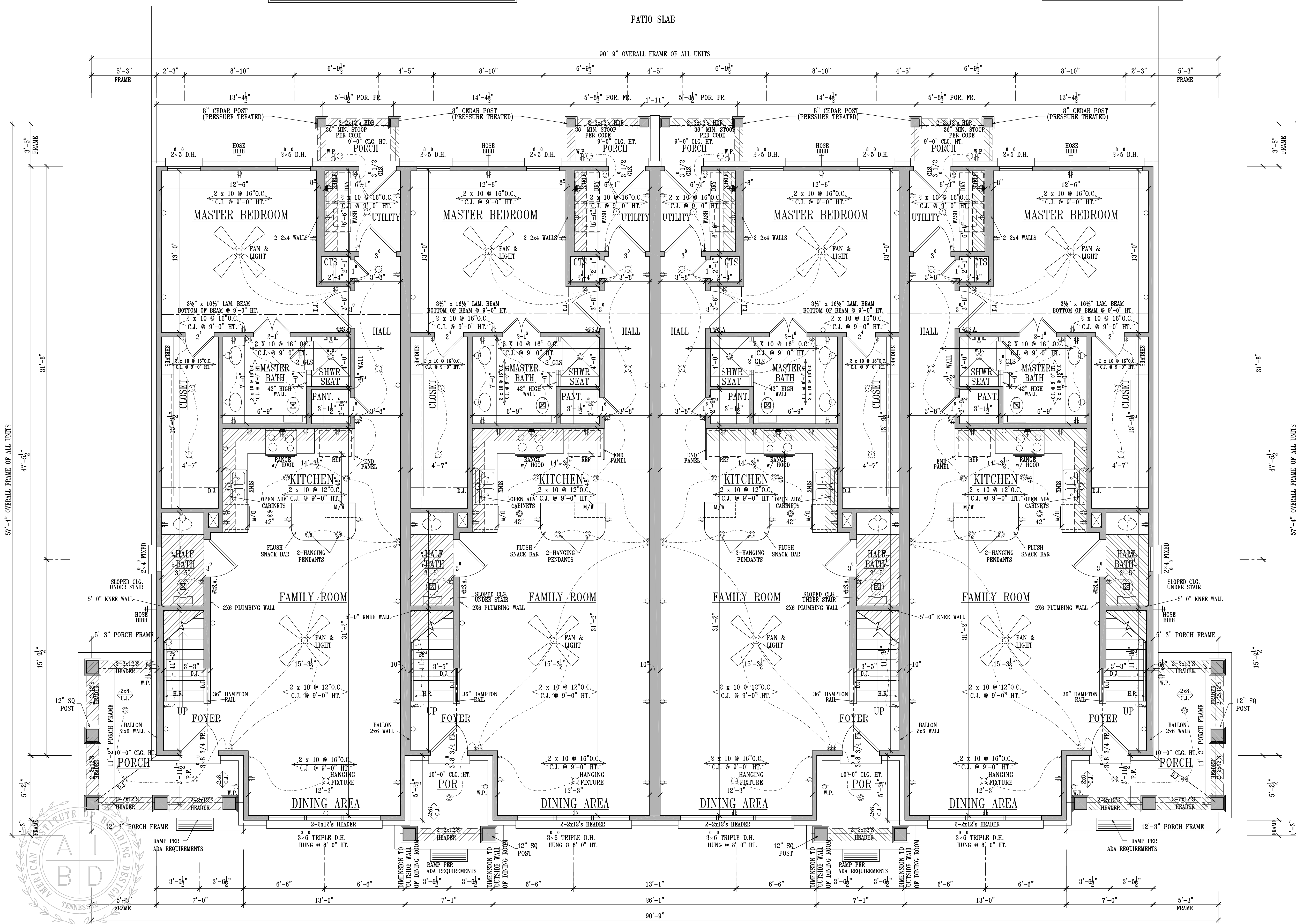
1. Covered multifamily dwellings shall be designed and constructed to have at least one building entrance on an accessible route unless it is impractical to do so because of terrain or unusual characteristics of the site.
2. Covered multifamily dwelling with a building entrance on an accessible route shall be designed in such a manner that the public and common use areas are readily accessible to and usable by handicapped persons.
3. Covered multifamily dwelling with a building entrance on an accessible route shall be designed in such a manner that all the doors designed to allow passage into and within all premises are sufficiently wide to allow passage by persons in wheelchairs.
4. Covered multifamily dwelling with a building entrance on an accessible route shall be designed and constructed in such a manner that all premises within covered multifamily dwelling units contain an accessible route into and through the covered dwelling units.
5. Covered multifamily dwelling with a building entrance on an accessible route shall be designed and constructed in such a manner that all premises within covered multifamily dwelling units contain light switches, electrical outlets, thermostats, and other environmental controls in accessible locations.
6. Covered multifamily dwelling with a building entrance on an accessible route shall be designed and constructed in such a manner that all premises within covered multifamily dwelling units contain reinforcements in bathroom walls to allow later installation of grab bars around the toilet, tub, shower stall, and shower seat, where such facilities are provided.
7. Covered multifamily dwelling with a building entrance on an accessible route shall be designed and constructed in such a manner that all premises within covered multifamily dwelling units contain useable kitchens and bathrooms such that an individual in a wheelchair can maneuver about the space.

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DRAWN BY: BRIAN W./BRANDON J.  
CHECKED BY: JIMMY BALLARD  
DATE: 12-20  
PLAN NUMBER: 4067-3074-365-T  
SHEET NO. 2



**FIRST LEVEL FLOOR PLAN**

SCALE: 1/4" = 1'-0"

9'-0" HIGH CEILINGS DOWN  
9'-0" HIGH CEILINGS UP  
EXCEPT WHERE NOTED OTHERWISE

9'-0" HIGH CEILINGS DOWN  
9'-0" HIGH CEILINGS UP  
EXCEPT WHERE NOTED OTHERWISE

9'-0" HIGH CEILINGS DOWN  
9'-0" HIGH CEILINGS UP  
EXCEPT WHERE NOTED OTHERWISE

9'-0" HIGH CEILINGS DOWN  
9'-0" HIGH CEILINGS UP  
EXCEPT WHERE NOTED OTHERWISE

**BEFORE CONSTRUCTION**  
THE HOME PLANS YOU PURCHASED WERE DESIGNED TO MEET MINIMUM CODES IN THE NORTH MISSISSIPPI AREA. WE STRONGLY RECOMMEND THAT YOU CONSULT A LOCAL ENGINEER BEFORE CONSTRUCTION. SOIL CONDITIONS, WIND LOADS, EARTHQUAKE LOADS AND TEMPERATURE CHANGES ARE JUST A FEW OF THE FACTORS THAT COULD CHANGE THE WAY THESE PLANS SHOULD BE ENGINEERED FOR YOUR AREA.

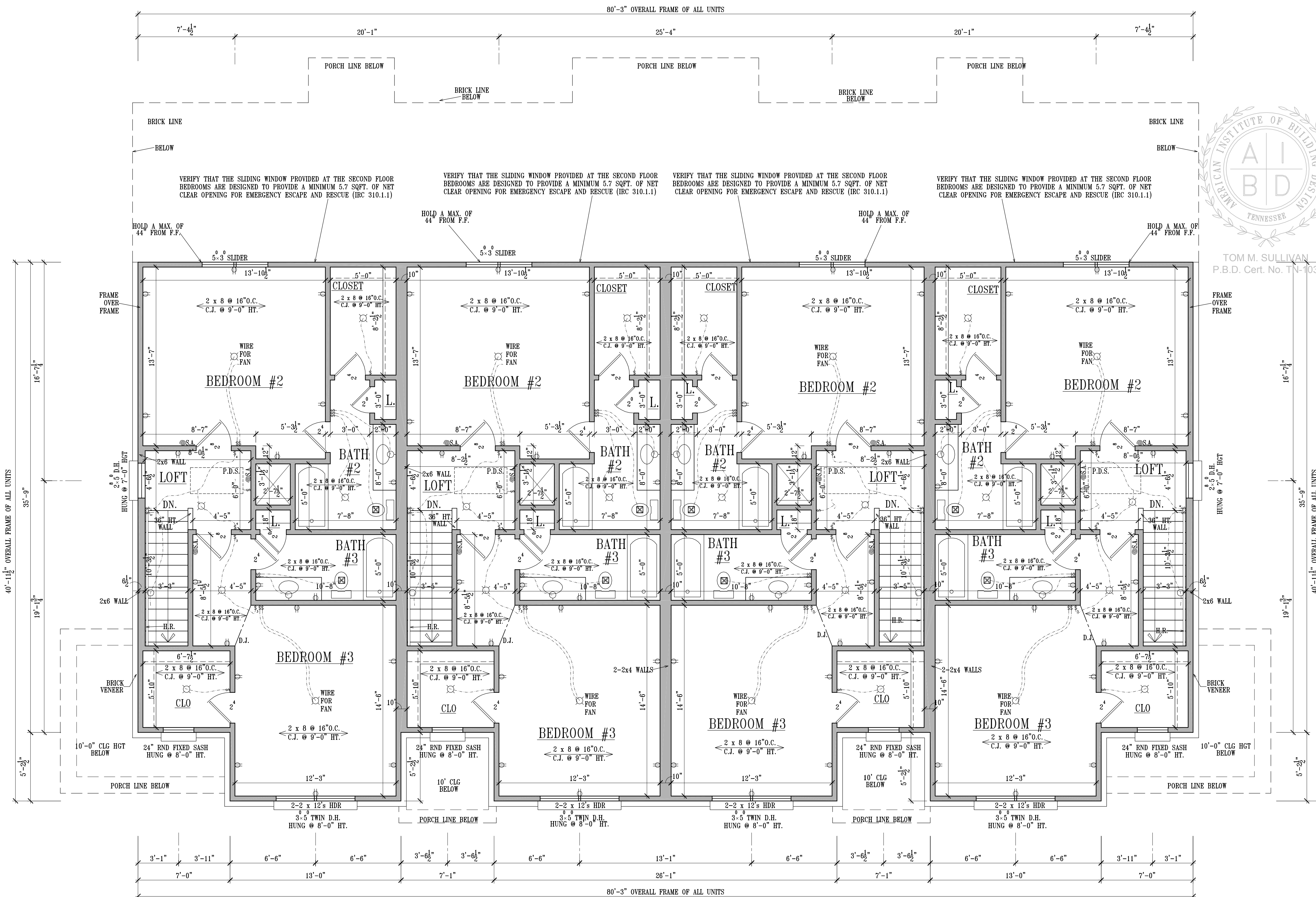
USE APPROVED METAL CONNECTORS ARE TO BE UTILIZED AT THE TOP AND BOTTOM OF ALL POST RATED

NOTE:  
CONTINUOUS SHEATHING TO WALLS PER METHOD 3 OF THE 2012 IRC CODE

**TOTAL UNDER ROOF OF ALL UNITS**  
(BRICK INCLUDED)  
7,772

UNIT A "BRICK" SQUARE FOOTAGE	UNIT A "FRAME" SQUARE FOOTAGE	UNIT B "BRICK" SQUARE FOOTAGE	UNIT B "FRAME" SQUARE FOOTAGE	UNIT C "BRICK" SQUARE FOOTAGE	UNIT C "FRAME" SQUARE FOOTAGE	UNIT D "BRICK" SQUARE FOOTAGE	UNIT D "FRAME" SQUARE FOOTAGE
1060 HEATED DOWN	1019 HEATED DOWN	1040 HEATED DOWN	1021 HEATED DOWN	1040 HEATED DOWN	1021 HEATED DOWN	1060 HEATED DOWN	1019 HEATED DOWN
812 HEATED UP	784 HEATED UP	796 HEATED UP	786 HEATED UP	796 HEATED UP	786 HEATED UP	812 HEATED UP	784 HEATED UP
113 FRONT & REAR PORCHES	106 FRONT & REAR PORCHES	65 FRONT & REAR PORCHES	68 FRONT & REAR PORCHES	65 FRONT & REAR PORCHES	68 FRONT & REAR PORCHES	113 FRONT & REAR PORCHES	106 FRONT & REAR PORCHES
1872 TOTAL HEATED AREA	1803 TOTAL HEATED AREA	1836 TOTAL HEATED AREA	1807 TOTAL HEATED AREA	1836 TOTAL HEATED AREA	1807 TOTAL HEATED AREA	1872 TOTAL HEATED AREA	1836 TOTAL HEATED AREA
1985 TOTAL UNDER ROOF	1909 TOTAL UNDER ROOF	1901 TOTAL UNDER ROOF	1875 TOTAL UNDER ROOF	1901 TOTAL UNDER ROOF	1875 TOTAL UNDER ROOF	1985 TOTAL UNDER ROOF	1909 TOTAL UNDER ROOF

THE SCOPE OF THE 2005 IRC APPLIES TO DETACHED ONE AND TWO-FAMILY DWELLINGS AND TOWNHOUSES NOT MORE THAN THREE STORIES ABOVE GRADE IN HEIGHT WITH SEPARATE MEANS OF EGRESS (ICC R301.2). TOWNHOUSES ARE PERMITTED AS A SINGLE-FAMILY DWELLING UNIT CONSTRUCTED IN A GROUP OF THREE OR MORE UNITS. THIS DOES NOT APPLY TO GARDEN COURTS OR FOUNDATIONS TO BE BUILT WITH TWO OR MORE UNITS PER BLOCK.



SECOND LEVEL FLOOR PLAN

SCALE: 3/16" = 1'-0"



TOM M. SULLIVAN  
P.B.D. Cert. No. TN-103

DWELLING UNIT SEPARATION BETWEEN EACH TOWNHOUSE UNIT IS REQUIRED TO BE TWO INDEPENDENT ONE HOUR FIRE RATED WALLS, OR AN EXCEPTION ALLOWS FOR A COMMON 2-HOUR FIRE RATED WALL, IF SUCH WALLS DO NOT CONTAIN PLUMBING OR MECHANICAL EQUIPMENT, DUCTS OR VENTS IN THE CAVITY OF THE COMMON WALL.

SMOKE ALARMS ARE REQUIRED TO BE LISTED IN ACCORDANCE WITH UL 217 AND INSTALLED IN ACCORDANCE WITH 2003 IRC AND NFPA 72. SMOKE ALARMS SHALL BE INSTALLED IN EACH SLEEPING ROOM, OUTSIDE EACH SLEEPING ROOM IN THE IMMEDIATE VICINITY OF THE BEDROOM, AND, ALL SMOKE ALARMS WITHIN AN INDIVIDUAL DWELLING UNIT SHALL BE INTERCONNECTED. SMOKE ALARMS SHALL BE HARDWIRED WITH BATTERY BACKUP. (R313.1 & 313.2)

PENETRATION FIRESTOP SYSTEM  
PENETRATIONS SHALL BE PROTECTED BY AN APPROVED PENETRATION FIRESTOP SYSTEM INSTALLED AS TESTED IN ACCORDANCE WITH ASTM E 814 OR UL 1479, WITH A MINIMUM POSITIVE PRESSURE DIFFERENTIAL OF 0.01 INCH OF WATER (3 Pa) AND SHALL HAVE AN F RATING OF NOT LESS THAN THE REQUIRED FIRE-RESISTANCE RATING OF THE WALL OR FLOOR/CEILING ASSEMBLY PENETRATED (R317.3.1.2)

EVERY DWELLING UNIT INTENDED TO BE OCCUPIED AS A RESIDENCE IN A SINGLE STRUCTURE SHALL BE A TYPE B UNIT (ADAPTABLE) AS DEFINED IN ICC A117.1, UNLESS SITE IMPRACTICITIES AS ADDRESSED IN 1107.7.4 EXIST. (ICC 1107.6.3)

RANGE HOODS ARE TO VENT OUTSIDE UNLESS APPROVED BY MANUFACTURER'S SPECS. (1502.1)

DEYER VENT OPENINGS AND EXHAUST SHALL NOT BE PERMITTED WITHIN ANY FIRE RATED WALL. (R302.2 & G2439.2)

THE FIRE WALLS PROVIDED FOR DWELLING SEPARATION ARE REQUIRED TO EXTEND INTO SOFFIT OVERHANG AT THE EXTERIOR.

PROVIDE EXHAUST VENTING FOR BATHROOMS TO THE OUTSIDE. (M1501.1)

PORCH POST ARE TO BE PRESSURE TREATED, DECAY RESISTANT OR PROVIDED WITH AN APPROPRIATE MOISTURE BARRIER AT THE BASE (R319.1.4)

USE APPROVED METAL CONNECTORS ARE TO BE UTILIZED AT THE TOP AND BOTTOM OF ALL POST RATED

EACH INDIVIDUAL TOWNHOUSE UNIT SHALL BE STRUCTURALLY INDEPENDENT IF SEPARATED WITH TWO 1-HOUR FIRE RATED WALLS. (R317.2.4)

BACKFLOW PROTECTION OF THE POTABLE WATER SUPPLY TO EACH UNIT IS REQUIRED. (P2902.3)

PROVIDE EXTRA WALL BRACING FOR GRAB BARS IN BATHS PER CODE REQUIREMENTS

ALL PROPOSED MECHANICAL EQUIPMENT IS TO BE LOCATED IN THE ATTIC WITH ADEQUATE FLOORING PROVIDED FOR WORK SPACE. (M1305)

WATER HEATERS SHALL BE STRAPPED FOR SEISMIC LOADING. (P2801.7/2006 IRC)

PROVIDE EXHAUST VENTING FOR BATHROOMS TO THE OUTSIDE. (M1501.1)

REMOVABLE CABINETS PER FAIR HOUSING ACT IN ALL KITCHENS AND BATHS

**NOTE:**  
**BEFORE HANGING WINDOWS!!!**  
IF THE BOTTOM OF WINDOWS ON 2ND FLOOR OR SLOPING LOTS ARE HIGHER THAN 72" ABOVE THE FINISHED GRADE OR OUTER SURFACE BELOW, THE WINDOW SILLS MUST BE A MINIMUM OF 24" ABOVE THE FINISHED FLOOR OF THE ROOMS IN WHICH THEY ARE LOCATED. THIS MAY REQUIRE HANGING THE WINDOWS HIGHER THAN THE NORMAL 6'-8" HT.

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**NOTE:**  
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THE SCOPE OF THE 2003 IRC APPLIES TO DETACHED ONE AND TWO-FAMILY DWELLINGS AND TOWNHOUSES NOT MORE THAN THREE STORIES ABOVE GRADE IN HEIGHT WITH SEPARATE MEANS OF EGRESS (IRC R101.2) TOWNHOUSES IS PERMITTED AS A SINGLE-FAMILY DWELLING UNIT CONSTRUCTED IN A GROUP OF THREE OR MORE UNITS PROVIDED THAT THE UNITS ARE SEPARATED BY WALLS AND HAVE OTHER SPACE ON AT LEAST TWO SIDES (IRC R202)

SULLIVAN & ASSOCIATES  
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FIELDSTONE FARMS  
OXFORD, MISSISSIPPI

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DRAWN BY  
BRIAN W./BRANDON J.  
CHECKED BY  
JIMMY BALLARD  
DATE  
12-20  
PLAN NUMBER  
4067-3074-365-T  
SHEET NO.

3  
OF 5 SHEETS



# OXFORD

PLANNING  
DEPARTMENT

## Memorandum

**To:** Mayor and Board of Alderman  
**From:** Kate Kenwright; Planner II  
**Date:** August 20, 2024  
**RE:** Request approval of a Final Plat for Case #3120, JWM Development, LLC (JW McCurdy) for 'Colonnade Crossing, Phase 4' for property located at 800 Concordia Avenue (PPIN #4563)(Kate Kenwright)

---

The subject property is +/- 3.22 acres, is zoned (SCO)Suburban Corridor, and is located in Colonnade Crossing. It sits north of Highway 30, west of Highway 7, and east of White Oaks Lane (in the Colonnade Crossing subdivision). The applicant proposes 1 lot. The 3.22-acre lot meets the dimensional requirements of the underlying zoning. The Engineering Department provided comment on the proposed infrastructure and stormwater management.

This request was heard at the August 12<sup>th</sup> meeting of the Planning Commission and was unanimously approved with 6 conditions.

**Recommendation:** Staff recommends approval of the requested Final Plat for 'Colonnade Crossing Phase 4 with the following conditions:

1. A copy of the stamped recorded covenants shall be provided to the City at the time the plat is recorded with the Chancery Clerk
2. Approval is for the plan as submitted subject to necessary technical revisions per the Site Plan Review Committee.
3. Plat must be recorded before the sale of water and sewer taps to take place.

**OXFORD**PLANNING  
DEPARTMENT**Case #3120**

**To:** Oxford Planning Commission  
**From:** Kate Kenwright, Planner II  
**Date:** August 12, 2024

**Applicant:** MFM Development (JW McCurdy)  
**Owner:** Same  
**Request:** Final Plat for Colonnade Crossing Phase 4  
**Location:** 800 Concordia Avenue (PPIN #4563)  
**Zoning:** (SCO) Suburban Corridor District

**Surrounding Zoning:**

**North:** (NR) Neighborhood Residential  
**South:** (TNB) Traditional Neighborhood Business  
**East & West:** (SCO) Suburban Corridor District

**Planning Comments:**

The subject property is +/- 3.22 acres, is zoned (SCO) Suburban Corridor, and is located in Colonnade Crossing. It sits north of Highway 30, west of Highway 7, and east of White Oaks Lane (in the Colonnade Crossing subdivision). The applicant proposes 1 lot. The 3.22-acre lot meets the dimensional requirements of the underlying zoning.

**Engineering Comments:**Infrastructure

Construction drawings for the public roadways and utilities that surround this site have been previously approved. All streets, sanitary sewer and water facilities will be publicly owned and maintained by the City of Oxford. Construction of these items has been completed with the exception of the final lift of asphalt pavement on the roadways and some sidewalk. Subdivision bonds have been previously submitted to the city for this work.

Stormwater Management

Stormwater management for the subdivision is currently handled by an existing above ground detention facility previously constructed and approved.

**Recommendation:** Staff recommends approval of the requested Final Plat for 'Colonnade Crossing Phase 4 with the following conditions:

1. Approval by the Mayor and Board of Aldermen of the Final Plat for 'Colonnade Crossing Phase 4'
2. A copy of the stamped recorded covenants shall be provided to the City at the time the plat is recorded with the Chancery Clerk
3. Approval is for the plan as submitted subject to necessary technical revisions per the Site Plan Review Committee.
4. Plat must be recorded before the sale of water and sewer taps to take place.



**Colonnade Crossing Subdivision - Phase 4 (Final Plat)**  
***PROJECT NARRATIVE***

The subject property is generally located in the northern part of Oxford. The property is more specifically located north of MS Hwy 30 (Molly Barr Road) and west of MS Hwy 7 and east of White Oak Lane in Colonnade Crossing Subdivision. The final plat contains one lot (Lot 13) and is Phase 4 of Colonnade Crossing Subdivision. The subject lot is 3.22 acres in size is zoned Suburban Corridor District (SCO).

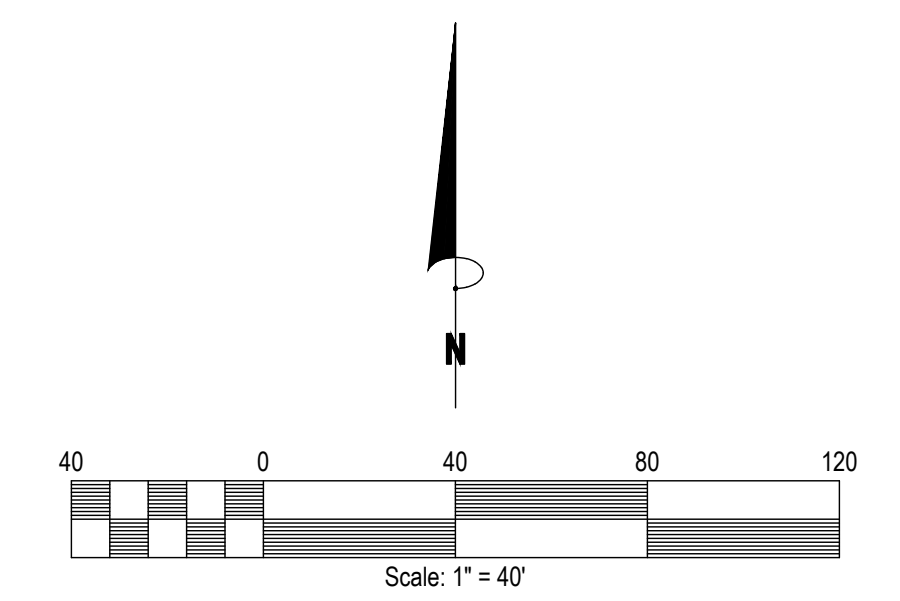
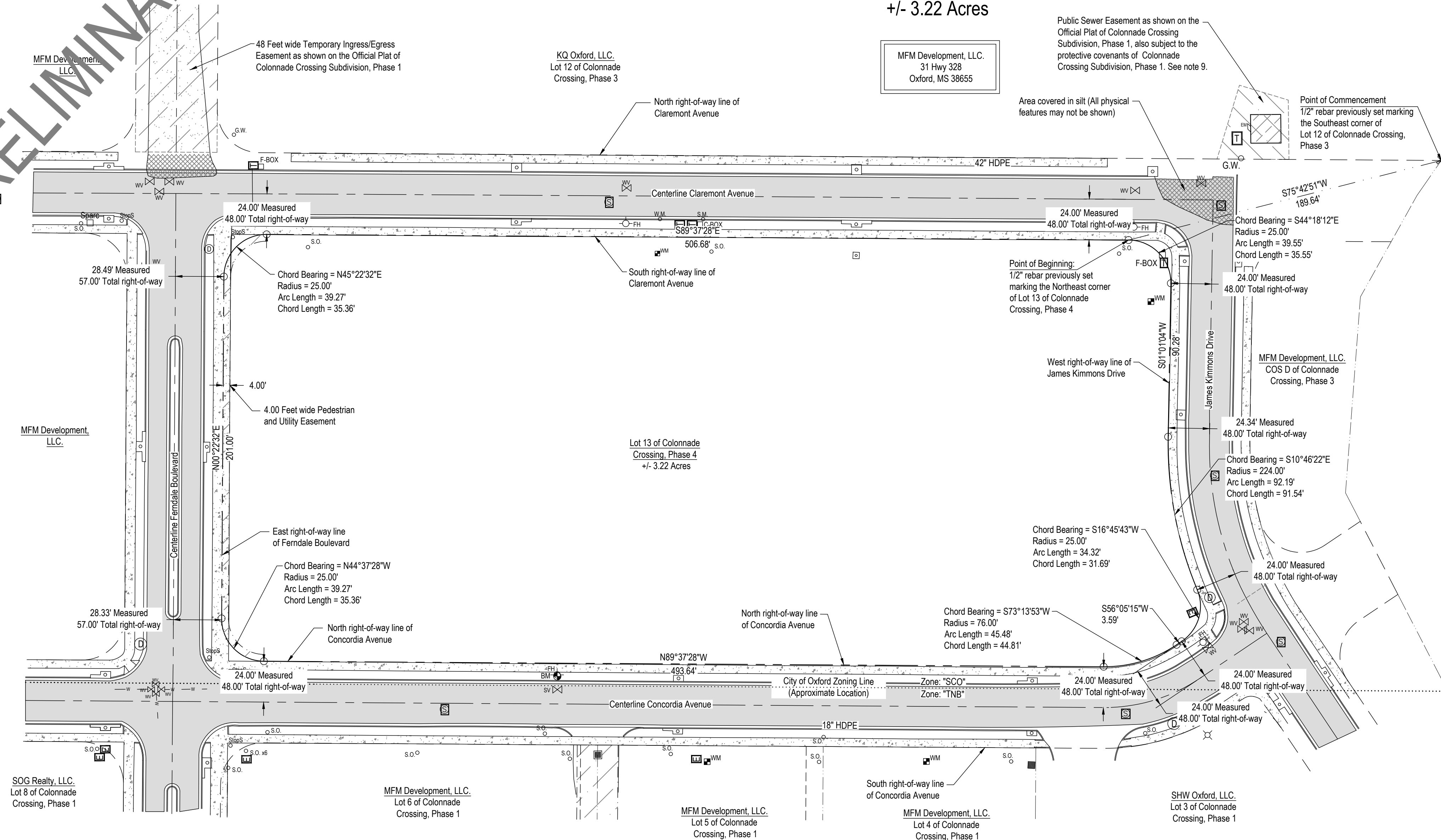
The property is bound on all four sides by public streets, which makes the property unique in that it has four public road frontages. The property is bound to the south by Concordia Avenue (48' ROW and platted in Phase 1 of Colonnade Crossing Subdivision); to the west by Ferndale Boulevard (57' ROW and platted in Phase 3 of Colonnade Crossing Subdivision); to the north by Claremont Avenue (48' ROW and platted in Phase 3 of Colonnade Crossing Subdivision); and to the east by James Kimmons Drive (48' ROW and platted in Phase 3 of Colonnade Crossing Subdivision).

Currently the remaining infrastructure located within Colonnade Crossing Subdivision is in the process of being completed. The roads adjacent to this lot and associated infrastructure that were constructed during Phase 1 of Colonnade Crossing subdivision (but not accepted as public ROW) will be inspected and any items remaining incomplete or not in compliance with the City's standards and/or Colonnade Crossing Subdivision approved plans, will be required to be improved and brought into compliance prior to the acceptance of the public infrastructure/ROWs. Since all the infrastructure and public rights of ways adjacent to this property were previously platted, this final plat will not require the completion of any infrastructure or dedication of any right of way to the City of Oxford.

# Colonnade Crossing Subdivision, Phase 4

1 Lot - Commercial Subdivision  
+/- 3.22 Acres

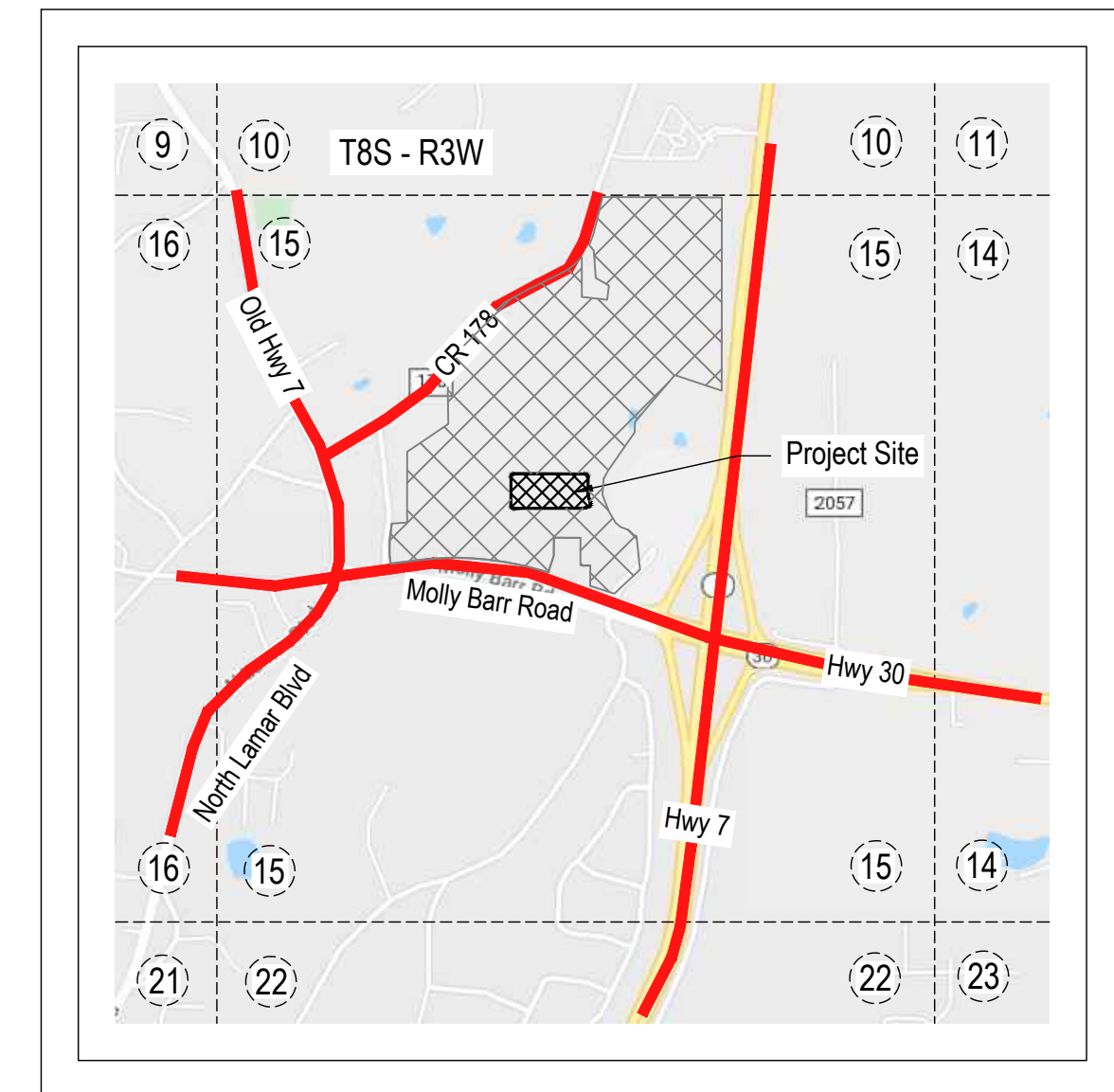
PRELIMINARY



## LEGEND

	RIGHT-OF-WAY LINES		INLET
	PROPERTY LINES		SECTION CORNER
	SECTION TIE		PROPERTY CORNERS
	CENTERLINE ROAD		FIRE HYDRANT
	APPARENT ADJOINING PROPERTY LINE		ELECTRIC BOX
	BUILDING AREAS		ELECTRIC METERS
	CONCRETE AREAS		WATER METERS
	ASPHALT AREAS		WATER VALVE
	GRAVEL AREAS		EXISTING SANITARY MANHOLES
	EASEMENT AREAS		CLEANOUT
	SEWER EASEMENT AREAS		STUBOUT
	(N 79°36'00" W 210.00')		DEED CALLS
	(S 89°57'34" W 210.00')		POB
	(N 79°36'00" W 210.00')		POC

(All symbols in legend may not be used on current survey.)



VICINITY MAP  
(NTS)

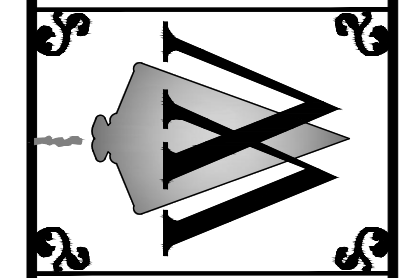
- Survey Notes:**
- This is a Class "B" Survey as set forth in Appendix "A" of the Standards of Practice for Land Surveying in the State of Mississippi.
  - This survey meets the conditions of closure and accuracy for condition "B" as set forth in Appendix "B" of the standards of practice for Land Surveying in the State of Mississippi.
  - Field survey completed April 12, 2024.
  - "True" Geodetic Bearings were established from GPS Observation by Williams Engineering.
  - Subject survey is Zoned SCO "Suburban Corridor" as per City of Oxford Interactive Zoning Map Adopted March 19, 2019 and is subject to the regulations, setbacks, and easements found in the City of Oxford Land Development Code latest addition. \*This property is subject to an approved Special Exception being Public Hearing Case #2944 as stated in the City of Oxford Planning Commission Minutes Dated Monday, March 13, 2023.
  - This property is subject to any right-of-way or easements recorded or unrecorded shown or not shown on plat of survey.
  - No underground utilities requested or shown on subject survey.
  - All property corners set are 1/2" rebar with survey cap, unless otherwise stated.
  - Deed References provided by client:**

A. Deed Book-224, Page-390	B. Deed Book-322, Page-667	C. Deed Book-416, Page-646
D. Deed Book-324, Page-267	E. Deed Book-386, Page-447	F. Deed Book-393, Page-336
G. Deed Book-109, Page-432	H. Deed Book-298, Page-83	I. Deed Book-324, Page-288
J. Deed Book-246, Page-509	K. Deed Book-520, Page-172	L. Instrument No. 2016-6793
M. Instrument No. 2017-10615	N. Instrument No. 2020-11269	O. Instrument No. 2021-13308
P. Instrument No. 2020-6356	Q. Instrument No. 2021-3516	R. Instrument No. 2017-1046
S. Instrument No. 2019-7603	T. Instrument No. 2014-3126	U. Instrument No. 2020-11269
V. Instrument No. 2021-4292	W. Instrument No. 2022-1722	X. Instrument No. 2021-11268
Y. Instrument No. 2019-7609		
  - Official Plat of Colonnade Crossing Subdivision, Phase 1 on file in the Office of the Chancery Clerk of Lafayette County, Mississippi, in Plat Cabinet-C, Slide-118.
  - AA. Official Plat of Colonnade Crossing Subdivision, Phase 3 on file in the Office of the Chancery Clerk of Lafayette County, Mississippi, in Plat Cabinet-C, Slide-118.
  - BB. Previous ALTA/NPS Land Title Survey for Quadrant Communities, LLC, by WEC Dated 07/24/2023 (Revised 03/20/2024) with Project No. SV-233688
  - CC. Previous survey for TDF Properties, LLC, by WEC dated 10/03/2017 with Project No. SV-173048

- ENGINEERING NOTES:**
- ALL SIDEWALK DRIVE/STREET CROSSINGS SHALL MEET CURRENT ADA AND COUNTY REGULATIONS.
  - DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT ALL SIGHT TRIANGLES ARE CLEAR OF OBSTRUCTIONS.
  - THERE IS A 5' UTILITY EASEMENT AROUND ALL FRONT AND SIDE PROPERTY LINES AND A 7.5' UTILITY EASEMENT ALONG ALL REAR PROPERTY LINES ON ALL LOTS UNLESS OTHERWISE NOTED.
  - OWNERS OF ALL LOTS SHALL BE SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS OF COLONNADE CROSSING SUBDIVISION OWNER'S ASSOCIATION, INC. AS RECORDED IN OFFICIAL RECORDS INST. # \_\_\_\_\_ OF THE PUBLIC RECORDS OF LAFAYETTE COUNTY, MISSISSIPPI.
  - ALL AREAS OF RIGHT-OF-WAY (R.O.W.) SHOWN HEREIN ARE PUBLIC.
  - ALL LOTS LOCATED WITHIN THIS SUBDIVISION ARE SUBJECT TO ADDITIONAL SUBDIVISION PER METES AND BOUNDS DESCRIPTIONS, PROVIDED THAT PARCELS CREATED BY THE SUBDIVISION CONFORM TO THE CITY OF OXFORD'S LAND DEVELOPMENT CODE FOR APPROPRIATE ZONING AND SITE PLAN REGULATIONS, AS APPLICABLE. BY THE ACCEPTANCE OF THE DEED TO ANY LOT OF THE SUBDIVISION, THE LOT OWNERS OF SAID LOTS SHALL ACKNOWLEDGE NOTICE OF AND HEREBY WAIVE ANY PRESENT OR FUTURE OBJECTIONS TO ANY FURTHER DEVELOPMENT PLANS OF OTHER LOTS LOCATED WITHIN THIS SUBDIVISION AND TO ANY AMENDMENTS THAT MAY BE REQUIRED TO THE FILED PLAT HEREIN AND/OR COVENANTS OF THE SUBDIVISION BY THE DEVELOPER FOR THE DEVELOPMENT OF SAID LOTS AS HEREIN SET OUT.
  - THE STORM WATER DETENTION SYSTEMS LOCATED ON COMMON OPEN SPACE (COS) C OF THIS SUBDIVISION SHALL BE OWNED AND MAINTAINED BY THE OWNER'S ASSOCIATION AND/OR BY THE PROPERTY OWNER(S) OF THE LOTS. IN THE EVENT ANY LOT BECOMES SUBDIVIDED INTO ADDITIONAL LOTS OR INDIVIDUAL SITE PLANS, SAID SITE PLANS CONFORMING TO THE CITY'S LAND DEVELOPMENT CODE, EACH PROPERTY OWNER SHALL OWN THEIR PRO RATA SHARE, BY AREA PERCENTAGE OF THEIR LOT, OF THE REGIONAL DETENTION SYSTEM. SUCH MAINTENANCE SHALL BE PERFORMED SO AS TO ENSURE THAT THE SYSTEM OPERATES IN ACCORDANCE WITH THE APPROVED PLAN ON FILE IN THE CITY ENGINEER'S OFFICE. SUCH MAINTENANCE SHALL INCLUDE, BUT NOT BE LIMITED TO REMOVAL OF SEDIMENTATION, FALLEN OBJECTS, DEBRIS AND TRASH, MOWING, OUTLET CLEANING AND REPAIR OF DRAINAGE STRUCTURES. THE CITY SHALL HAVE A RIGHT OF ACCESS TO USE THE DRIVES, PARKING AREAS AND YARDS OF THIS PROPERTY TO MAKE INSPECTIONS OF THE STORM WATER DETENTION FACILITY TO ENSURE THAT SAID MAINTENANCE HAS BEEN PROPERLY PERFORMED. IN THE EVENT THAT THE PROPERTY OWNER(S) HAVE NOT PROPERLY PERFORMED MAINTENANCE ON THE FACILITY, TO THE EXTENT THAT THE FACILITY POSES A THREAT TO PUBLIC HEALTH, SAFETY OR WELFARE, THE CITY SHALL RETAIN THE RIGHT TO PERFORM EMERGENCY REPAIRS TO THE FACILITY. THE COST OF ANY SUCH REPAIRS WILL REMAIN THE RESPONSIBILITY OF THE PROPERTY OWNER(S) AND MAY BE ADDED AS A LIEN ON THE NEXT YEAR'S TAX BILL.
  - THE STORMWATER DETENTION POND LOCATED ON (COS) C IS FOR REGIONAL DETENTION TO SERVE ALL LOTS OF ALL PHASES OF COLONNADE CROSSING SUBDIVISION.
  - THE AREA OF PUBLIC SEWER EASEMENT LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY R.O.W., AS SHOWN ON THIS PLAT, SHALL BE TERMINATED AS THE CITY ACCEPTS SAID R.O.W. THE AREA OF PUBLIC SEWER EASEMENT LOCATED OUTSIDE OF THE R.O.W. SHALL REMAIN A PERPETUAL SEWER EASEMENT OWNED BY THE CITY.

- STORMWATER MANAGEMENT NOTES:**
- For Lot 13 of Colonnade Crossing Subdivision, Phase 4, compliance with the City of Oxford's Stormwater Ordinance shall be achieved through the ownership, maintenance, and operation of the stormwater management facilities by the Owner's Association and/or by the Property Owner(s) of the lots within Colonnade Crossing Subdivision.
  - The common property area(s) and stormwater management facilities shall be owned and maintained by the Owners Association or Individual Lot owners. Each owner shall own and proportionate share, as stated on this Subdivision Plat, of the common property area(s) and stormwater management facilities.
  - Each owner shall bear responsibility for the continued maintenance of the stormwater management facilities following the ordinances of the City of Oxford and Lafayette County. An owner's interest in the common property area(s) and stormwater management facilities shall not be severed from their interest in their property.
  - The City of Oxford maintenance of stormwater pipe or inlet structures is limited to that located within the City of Oxford's dedicated right-of-way or property owned by the City of Oxford.
  - All stormwater management facilities outside of the dedicated right-of-way shall be owned and maintained by the Owners Association or Individual Lot owners.
- SEC 98-117 STATEMENTS:**
- All common property area(s) and stormwater management facilities (any infrastructure that controls or conveys stormwater runoff, i.e. pipes, ditches, swales) shall be maintained perpetually and cannot be developed for any other use that would limit or cause to limit the use of the common property area(s) and stormwater management facilities.
  - The stormwater management facilities shall be owned, repaired, inspected, and maintained pursuant to Section 98-117 of the City of Oxford Code of Ordinance later editions, and a proportion of such responsibilities to be allocated to each lot.
  - No lot owner's interest in the stormwater management facilities shall be severed from the interest in the lot and all successors in interest shall bear the full responsibility of their predecessors.

**WILLIAMS ENGINEERING CONSULTANTS, INC.**  
 Professional Engineers | Professional Land Surveyors  
 720 NORTH LAMAR BOULEVARD, SUITE A  
 OXFORD, MISSISSIPPI 38655  
 662.226.9675



Subdivision Plat For:  
**Colonnade Crossing Subdivision, Phase 4**  
 A tract of land being a fraction of  
 Section 15, Township 8 South, Range 3 West,  
 City of Oxford, Lafayette County, Mississippi

REVISION	DATE

Scale: 1" = 40'  
 Date: 07/09/2024  
 File: S:\43256 All History\Phase 4\Colonnade Phase 4 Sub-Plat.dwg  
 Proj. No.: SV-193266  
 Drawn By: JBM  
 Checked By: RSD

Sheet Title:  
**Subdivision Plat**  
 Sheet No.:  
 1 of 2

PRELIMINARY

PRELIMINARY

# Colonnade Crossing Subdivision, Phase 4

1 Lot - Commercial Subdivision  
+/- 3.22 Acres

MFM Development, LLC.  
31 Hwy 328  
Oxford, MS 38655

### OWNERS CERTIFICATE:

I, JW McCURDY, MANAGING MEMBER OF MFM DEVELOPMENT, LLC, AND AS OWNER OF THE PLATTED COLONNADE CROSSING SUBDIVISION, PHASE 4, CERTIFY THAT I DID CAUSE SAID LAND TO BE SUBDIVIDED AND PLATTED AS SHOWN ON THIS PLAT OF COLONNADE CROSSING SUBDIVISION, PHASE 4. I HEREBY DEDICATE THE RIGHT-OF-WAY AS SHOWN ON THIS PLAT TO THE CITY OF OXFORD FOR THE PUBLIC USE FOREVER. UTILITY EASEMENTS ARE 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 HIS OWN FREE WILL.

WITNESS MY HAND AND SIGNATURE THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

SIGNED: \_\_\_\_\_  
JW McCURDY  
MANAGING MEMBER OF MFM DEVELOPMENT, LLC.

### NOTARY'S CERTIFICATE

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, WITHIN MY JURISDICTION, THE WITHIN NAMED JW McCURDY, MANAGING MEMBER OF MFM DEVELOPMENT, LLC, WHO ACKNOWLEDGED THAT HE IS THE OWNER OF THE PLATTED COLONNADE CROSSING SUBDIVISION, PHASE 4, AND THAT IN SAID REPRESENTATIVE CAPACITY, EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED TO DO SO.

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

### MORTGAGEE'S CERTIFICATE:

I, BENJAMIN BURRELL, VICE PRESIDENT OF CADENCE BANK OF 201 SOUTH SPRING STREET TUPELO, MISSISSIPPI, MORTGAGEE OF THE PROPERTY HEREIN, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHT-OF-WAY AND THE UTILITY EASEMENTS AS SHOWN ON THIS SUBDIVISION PLAT TO THE CITY OF OXFORD AND LAFAYETTE COUNTY, MISSISSIPPI, FOR THE PUBLIC USE FOREVER. I CERTIFY THAT I AM THE MORTGAGEE IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

SIGNED: \_\_\_\_\_  
BENJAMIN BURRELL, VICE PRESIDENT  
CADENCE BANK - CORPORATE BANKING DIVISION  
201 SOUTH SPRING STREET - TUPELO, MISSISSIPPI

### NOTARY'S CERTIFICATE:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, WITHIN MY JURISDICTION, THE WITHIN NAMED BENJAMIN BURRELL, WHO ACKNOWLEDGED THAT HE IS THE VICE PRESIDENT OF CADENCE BANK AT 201 SOUTH SPRING STREET, TUPELO, MISSISSIPPI, AND THAT IN SAID REPRESENTATIVE CAPACITY, EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED TO DO SO.

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

### SURVEYORS CERTIFICATE:

THIS IS TO CERTIFY THAT I HAVE DRAWN SUBJECT PLAT FROM AN ACTUAL ON THE GROUND SURVEY AND FROM DEEDS OF RECORD AND THAT THE PLAT REPRESENTS THE INFORMATION AND THAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE: \_\_\_\_\_  
SURVEYOR: RICHARD S. DANIELS, PLS NO. 02922

### ENGINEERS CERTIFICATE:

I CERTIFY THAT COLONNADE CROSSING SUBDIVISION, PHASE 4 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.

DATE: \_\_\_\_\_  
ENGINEER: JOHN J. GRANBERRY, PE NO. 18894

### CITY ENGINEER'S CERTIFICATE

I CERTIFY THAT \_\_\_\_\_ HAS COMPLIED WITH ONE OF THE FOLLOWING ALTERNATIVES FOR COLONNADE CROSSING SUBDIVISION, PHASE 4:

- 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.
- 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\_\_\_\_.

JOHN CRAWLEY,  
CITY ENGINEER, CITY OF OXFORD

### CITY OF OXFORD PLANNING COMMISSION APPROVAL:

CITY OF OXFORD  
STATE OF MISSISSIPPI

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

SIGNED: \_\_\_\_\_  
CHAIRMAN  
CITY OF OXFORD PLANNING COMMISSION

### CITY OF OXFORD BOARD OF ALDERMEN APPROVAL:

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\_\_\_\_.

SIGNED: \_\_\_\_\_  
ROBYN TANNEHILL  
MAYOR, CITY OF OXFORD

ATTEST: \_\_\_\_\_  
CITY CLERK

### FILING CERTIFICATION BY CHANCERY CLERK:

PERSONALLY APPEARED BEFORE ME, MIKE ROBERTS, CHANCERY CLERK, IN AND FOR LAFAYETTE COUNTY, MISSISSIPPI, WHO EXECUTED THE ATTACHED OWNER'S CERTIFICATE THAT WAS SIGNED AND DELIVERED OF HIS OWN FREE ACT AND DEED.

WITNESS MY HAND AND SIGNATURE ON THIS, THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

SIGNED: \_\_\_\_\_  
MIKE ROBERTS, CHANCERY CLERK  
COUNTY OF LAFAYETTE  
STATE OF MISSISSIPPI

I, MIKE ROBERTS, 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 SIGNATURE ON THIS, THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

SIGNED: \_\_\_\_\_  
MIKE ROBERTS - CHANCERY CLERK

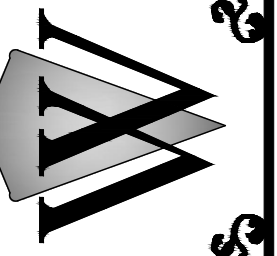
Description: A tract of land being Lot 13 of Colonnade Crossing, Phase 4 and also being a fraction of Section 15, Township 8 South, Range 3 West, Lafayette County, Mississippi; being described in more detail as follows:

Commencing at a 1/2" rebar previously set marking the Southeast corner of Lot 12 of Colonnade Crossing, Phase 3 as recorded in Plat Cabinet- C, Slide- 118, in the office of the Chancery Clerk, Lafayette County, Mississippi; run thence S 75° 42' 51" W for a distance of 189.64 feet to a 1/2" rebar previously set on the South right-of-way line of Claremont Avenue ( 24.00 feet from centerline ) at the beginning of a circular curve to the right, said rebar being the Point of Beginning of this description; run thence along the West right-of-way line of James Kimmons Drive and the North right-of-way line of Concordia Avenue and the West right-of-way line of Ferndale Boulevard and the South right-of-way line of Claremont Avenue and along and near a concrete sidewalk as follows: leaving said South right-of-way line of Claremont Avenue and along said curve having an arc length of 39.55 feet, a chord bearing of S 44° 18' 12" E, a chord length of 35.55 feet, and a radius of 25.00 feet to a 1/2" rebar previously set on the West right-of-way line of James Kimmons Drive ( 24.00 feet from centerline ); run thence along said West right-of-way line as follows: S 01° 01' 04" W for a distance of 90.28 feet to a 1/2" rebar previously set ( 24.34 feet from centerline ) at the beginning of a circular curve to the left; run thence along said curve having an arc length of 92.19 feet, a chord bearing of S 10° 46' 22" E, a chord length of 91.54 feet, and a radius of 224.00 feet to a 1/2" rebar previously set ( 24.00 feet from centerline ) at the beginning of a circular curve to the right; run thence leaving said West right-of-way line of James Kimmons Drive and along said curve having an arc length of 34.32 feet, a chord bearing of S 16° 45' 43" W, a chord length of 31.69 feet, and a radius of 25.00 feet to a 1/2" rebar previously set on the North right-of-way line of Concordia Avenue ( 24.00 feet from centerline ); run thence along said North right-of-way line as follows: S 56° 05' 15" W for a distance of 3.59 feet to a 1/2" rebar previously set ( 24.00 feet from centerline ) at the beginning of a circular curve to the right; run thence along said curve having an arc length of 45.48 feet, a chord bearing of S 73° 13' 53" W, a chord length of 44.81 feet, and a radius of 76.00 feet to a 1/2" rebar previously set ( 24.00 feet from centerline ); run thence N 89° 37' 28" W for a distance of 493.64 feet to a 1/2" rebar previously set ( 24.00 feet from centerline ) at the beginning of a circular curve to the right; run thence leaving said North right-of-way line of Concordia Avenue and along said curve having an arc length of 39.27 feet, a chord bearing of N 44° 37' 28" W, a chord length of 35.36 feet, and a radius of 25.00 feet to a 1/2" rebar previously set on the East right-of-way line of Ferndale Boulevard ( 28.33 feet from centerline ); run thence N 00° 22' 32" E along said East right-of-way line for a distance of 201.00 feet to a 1/2" rebar previously set ( 28.49 feet from centerline ); at the beginning of a circular curve to the right; run thence leaving said East right-of-way line and along said curve having an arc length of 39.27 feet, a chord bearing of N 45° 22' 32" E, a chord length of 35.36 feet, and a radius of 25.00 feet to a 1/2" rebar previously set on the aforementioned South right-of-way line of Claremont ( 24.00 feet from centerline ); run thence S 89° 37' 28" E along said South right-of-way line for a distance of 506.68 feet to the Point of Beginning of the herein described tract of land. Said tract contains 3.22 acres, more or less.

\*True\* Geodetic Bearings were established from GPS Observation by Williams Engineering Consultants, Inc. (662-236-9675)

WILLIAMS ENGINEERING CONSULTANTS, INC.  
Professional Engineers | Professional Land Surveyors

720 NORTH LAMAR BOULEVARD, SUITE A  
P.O. BOX 1197 OXFORD, MISSISSIPPI 38655  
662.236.9675



Subdivision Plat For:  
Colonnade Crossing Subdivision, Phase 4  
A tract of land being a fraction of  
Section 15, Township 8 South, Range 3 West,  
City of Oxford, Lafayette County, Mississippi

REVISION	DATE

Scale: NTS  
Date: 07/09/2024

Proj No.: SV-193266

Drawn By: JBM

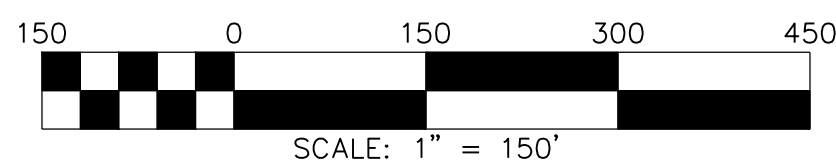
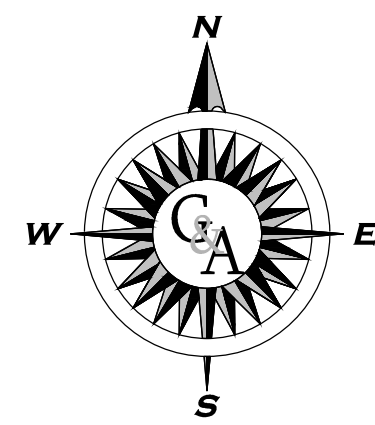
Checked By: RSD

Sheet Title:

Signature Sheet

Sheet No.:

PRELIMINARY

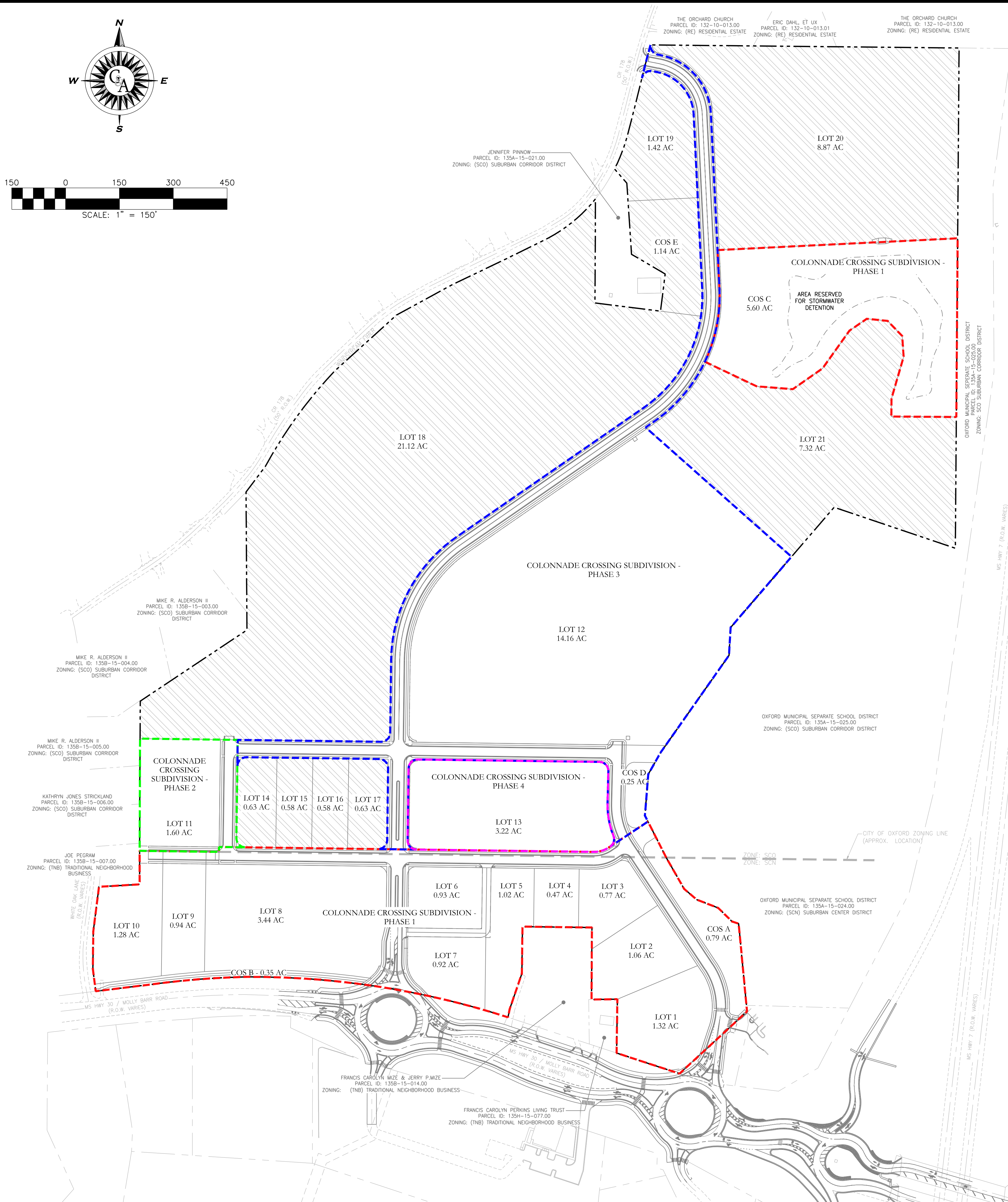


**LEGEND**  
THESE STANDARD SYMBOLS MAY BE FOUND IN THE DRAWING.

- PROPERTY BOUNDARY LINE
- ADJACENT PROPERTY LINE
- LOT LINE
- PROPERTY THAT HAS NOT BE PLATTED OR PROPOSED TO BE PLATTED



VICINITY MAP  
1" = 2000'



**COLONNADE CROSSING SUBDIVISION - SUBDIVIDED AREA LEGEND**

THESE STANDARD SYMBOLS MAY BE FOUND IN THE DRAWING.

	PHASE 1	15.87 AC
	PHASE 2	1.93 AC
	PHASE 3	18.93 AC
	PHASE 4	3.22 AC
<b>TOTAL AREA</b>		<b>39.95 AC</b>

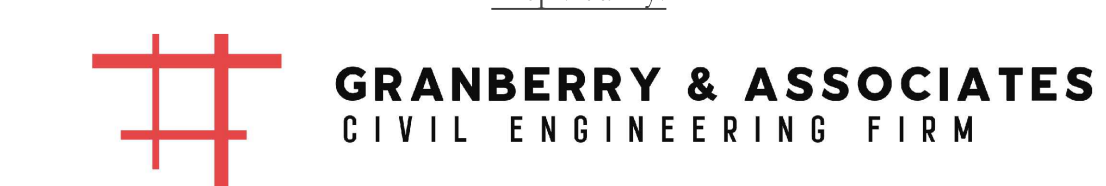
**UNDEVELOPED PROPERTY EXHIBIT**

FOR  
**COLONNADE CROSSING S/D**

**OXFORD, MISSISSIPPI**  
**AUGUST 2024**  
**SCALE: 1" = 150'**

ZONING: SUBURBAN CORRIDOR (SCO)  
TOTAL SUBDIVIDED AREA: 39.95 ACRES  
TOTAL REMAINING UNPLATTED AREA: 47.89 ACRES

Prepared By:



1685 YORK AVENUE, MEMPHIS, TN 38104  
PH: 662.312.9672

**OWNER:**

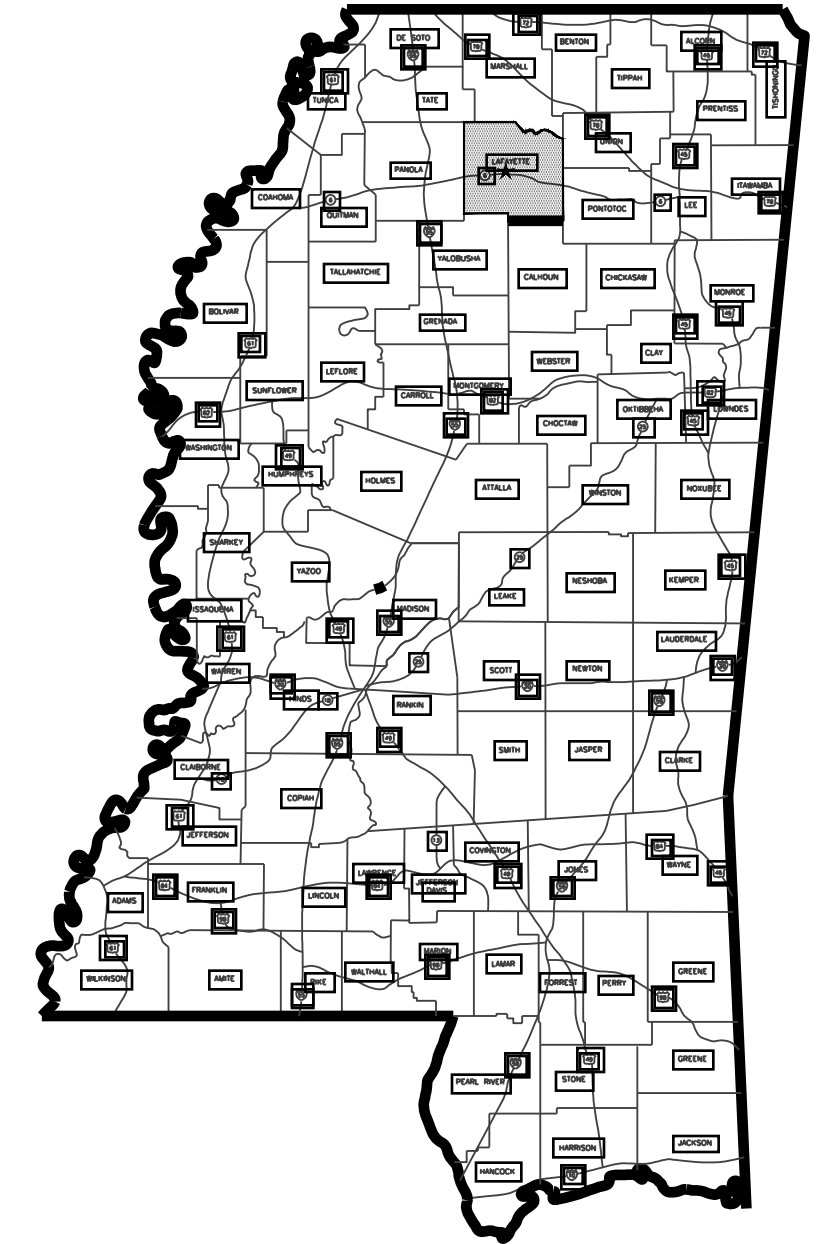
MFH DEVELOPMENT  
31 HWY. 328  
OXFORD, MS 38655

CONSTRUCTION PLANS

FOR

COLONNADE CROSSING SUBDIVISION -  
PHASE 1 & GRADING PLANS

O X F O R D , M I S S I S S I P P I

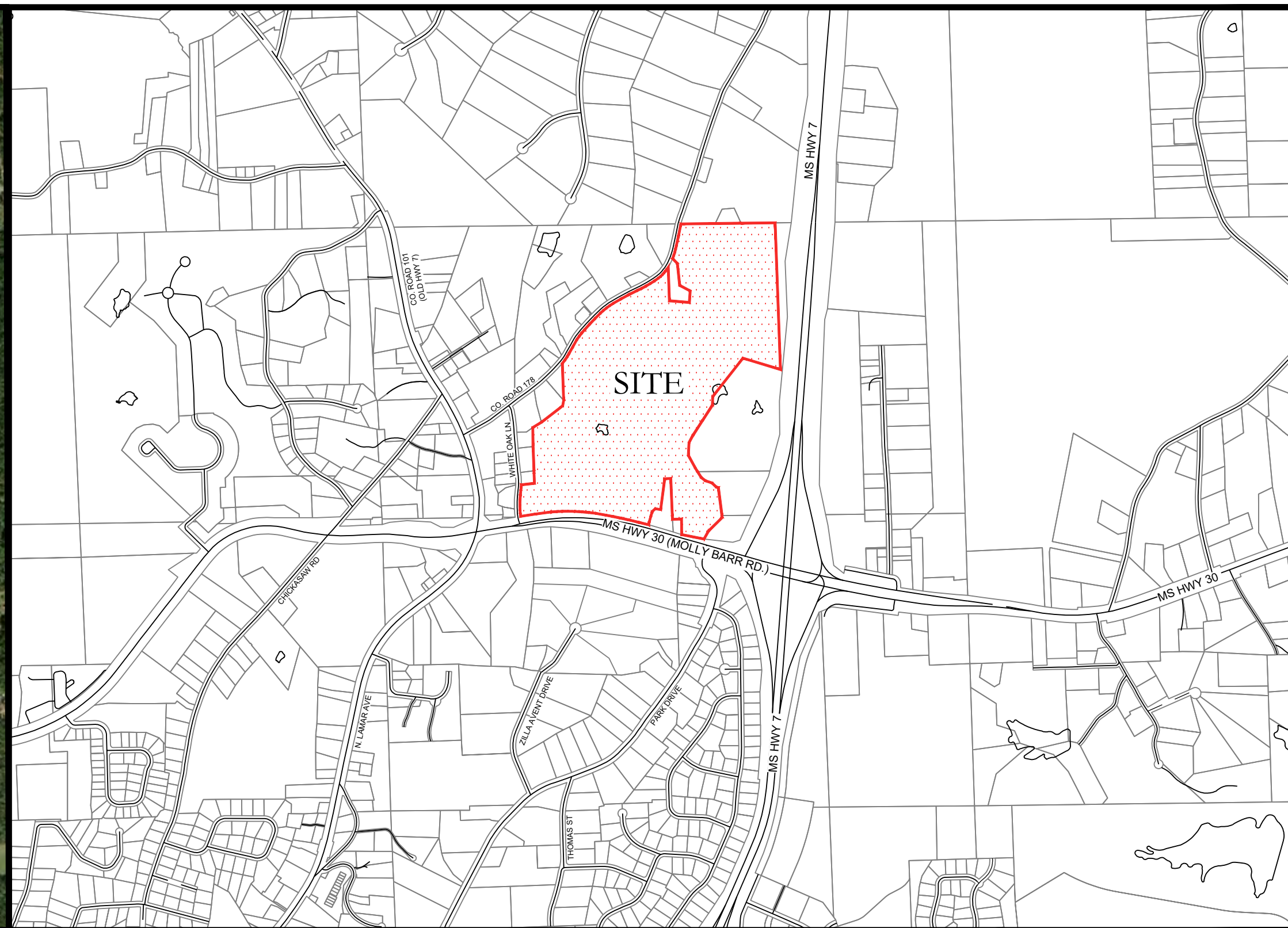


LOCATION MAP  
N.T.S



AERIAL MAP

SCALE: 1"=1,000'



VICINITY MAP

SCALE: 1"=1,000'

DEVELOPER:

MFM DEVELOPMENT, LLC  
93 HWY 328  
OXFORD, MS 38655

CIVIL ENGINEER:



GRANBERRY & ASSOCIATES  
1685 YORK AVENUE  
MEMPHIS, TN 38104  
PH: 662.312.9672  
jgranberry@mccartygranberry.com

LANDSCAPE ARCHITECT:



SLOAN LANDSCAPE ARCHITECTURE  
P.O. BOX 311  
TUPELO, MS 38802  
PH: 662.610.5588  
shipmansloan@gmail.com

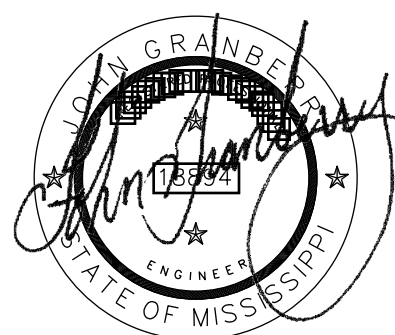
SURVEYOR:



WILLIAMS ENGINEERING CONSULTANTS, LLC  
720 NORTH LAMAR BLVD., STE. A  
OXFORD, MS 38655  
PH: 662.236.9675  
rdaniels@williamsec.com

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IF, DURING CONSTRUCTION, THE ENGINEER FINDS IT NECESSARY TO CHANGE THE LINES, DIMENSIONS, THICKNESS, GRADES, SLOPES, SECTIONS OR QUANTITIES OR IF SUCH CHANGES ARE ORDERED FOR ANY OTHER REASON; THE FINAL QUANTITIES WILL BE RECOMPUTED BASED ON THE PLAN CHANGES, AS A RESULT OF AUTHORIZED CHANGES.

**General Notes**

- The Contractor shall notify the Public Works Department, (662) 232-2306, before commencing construction.
- The Contractor shall be responsible for notifying any utility company which maintains a utility line within the boundaries of the project before the initiation of any construction on the project or in the streets bordering the project. The Contractor shall also assume responsibility for any damage incurred by any utility company to their utility lines whether shown on the construction plans or not, during work on the project.
- All newly cut and/or filled areas lacking adequate vegetation shall be seeded, fertilized, mulched and/or sodded as required to effectively prevent soil erosion per State regulations.
- All construction within Public Easements and right-of-ways shall meet the City of Oxford Standard Specifications. Construction within private developments (private streets, drives, alleys and associated infrastructure) shall be reviewed on a case-by-case basis.
- The Contractor must have written approval from the City Engineer before any change in design is made.
- For information concerning the utilities, call 1-800-351-1111 or the respective organization.  
City of Oxford, Engineering: (662) 232-2306  
City of Oxford, Utilities: (662) 232-2373
- Seventy-two (72) hours before beginning any excavation, the Contractor shall call 1-800-351-1111 for the location of underground utilities. Call City of Oxford, Public Works/Utilities for the location of water lines and sewer lines.
- The Contractor shall not enter upon nor cause damage to any adjacent properties without written permission from said property owners.
- All fill lifts shall be compacted to a minimum density of 95% of the standard proctor density (ASTM D-698) with suitable fill material acceptable to testing laboratory. Maximum loose lift to be 6".
- All concrete shall be 4,000 PSI, air entrained, unless approved otherwise by the City Engineer.
- Any existing utilities requiring relocation or removal shall be the Developer's responsibility.

**Sewer Notes**

- Sanitary sewer should be laid at least 10 feet horizontally and 18" vertically from any existing or proposed water main, with the water main located above the sewer pipe. Sewers crossing water mains shall be arranged so that the sewer joints will be equidistant and as far as possible from the water main or the sewer should be ductile iron or shall be encased in ductile iron or concrete for a minimum of one full joint length on each side of the crossing.
- All sanitary sewer mains and services shall be PVC SDR-26 sewer services shall be 6" in diameter, and shall be installed on a minimum 1% slope.
- Construction and materials for the sanitary sewer system shall conform to the specifications of the Mississippi Department of Environmental Quality and the City of Oxford.
- Bedding material shall be required beneath all sanitary sewer mains, unless otherwise directed by the engineer.
- Sewer services shall be extended to a distance of 5' minimum behind back of sidewalk and located with 2" dia. location pipe.
- Contractor shall mark sewer crossings of common open space areas with chiseled "s" on curb or sidewalk at crossing locations.
- All public storm drain and sewer shall be inspected by camera and in the presence of a City representative. Any damage or deficiencies shall be removed and replaced and or repaired in accordance to manufacturers at the discretion of the City. All repairs shall be made prior to City acceptance.

**Water Specification Notes**

- All water main lines shall be 8" diameter (min.) ductile iron pipe, Class 350.
- All water service lines shall be 1" minimum diameter and shall meet the City of Oxford specifications.
- Construction and materials for the water distribution system shall conform to the specifications of the Mississippi Department of Health and the City of Oxford.
- Water mains shall be installed at least 10 feet horizontally and 18 inches vertically from any sewer main or manhole (water over sewer). Where water mains cross over sewer mains, the above requirements may be waived if pipe segments are centered to provide maximum spacing of the joints of both water and sewer mains and a vertical separation of at least 18 inches (water over sewer) is maintained. The distances and spacing mentioned above are clear distances, and whenever the distance can not be met, the main must be placed in casing.
- The contractor shall verify location and size of existing water mains prior to commencing boring or connection operations. The contractor shall provide necessary adjustments to both new and existing water lines to allow connection and installation.
- Water mains and services must have a minimum of 36" clearance.
- Spacing of fire hydrants may vary, but shall in no case be spaced farther than 500' apart. Spacing shall be measured linearly along street frontage.
- Contractor shall mark water crossings of common open space areas with chiseled "w" on curb or sidewalk at crossing locations.
- Meter boxes meeting the City of Oxford's requirements shall be provided for each building by the developer and installed to grade.
- All taps made by City of Oxford are to be paid for by contractor/developer.

**Erosion Control Notes**

- Erosion controls are not limited to the specified practices; however, alternative measures must be as effective in controlling erosion and sedimentation.
- If the erosion control measures selected and constructed fail to adequately control erosion and off-site sediment transport, alternative methods must be used and approved by the Division of Engineering and MDEQ. Inadequately controlled erosion is violation of Mississippi State Law and will not be permitted.
- Any erosion control measures shown here on are intended as a minimum guide. The contractor shall be responsible for maintaining erosion controls necessary to comply with all applicable County, State and Federal Laws.
- Clearing and grubbing shall be the minimum necessary for grading and equipment operation.
- Sequence construction shall be used in order to minimize exposure time of cleared area.
- Avoid grading activities during months of highly erosive rainfall.
- Stabilize cleared area before proceeding to clear another by temporarily or permanently protecting the disturbed soil surface from rainfall impacts and runoff.
- Erosion and sediment control measures must be in place and functional prior to beginning earth moving operations.
- All erosion control measures must be properly constructed and maintained throughout the construction period.
- Erosion control measures must be appropriately adjusted, relocated and modified in accordance with applicable requirements and regulations to address changing site conditions as the project progresses.
- Inspect all erosion and sediment control measures twice weekly, a minimum of 72 hours apart and after each rainfall per MDEQ Construction General Permit requirements. Daily checking is required during prolonged rainfall. Maintain a rain gauge on site with a permanent rainfall log. Maintain a permanent log of checks and maintenance measures.
- Keep construction debris from entering swales, ditches and stream channels.
- Promptly backfill and stabilize trenches and/or pits.
- Designate a specific qualified individual to be responsible for erosion and sediment controls and to keep the permanent job log. The person responsible for maintaining the erosion control measures and log shall have the appropriate certification as required by MDEQ. A copy of this certification shall be maintained at the job site.
- Do not place excavation material from the pipe trenches between the trench and swales, ditches or streams. Place material on the up slope side of the excavation such that any erosion from it is caught by the trench.
- Buffer zones shall be provided to meet the minimum requirements of the MDEQ Construction General Permit.
- Do not destroy, remove or disturb vegetative ground cover more than 14 calendar days prior to grading.
- Do not unnecessarily remove canopy; however, when necessary, trees and shrubs should be cut so that they fall away from the ditch.
- Any area that will remain unfinished for more than 14 calendar days shall have appropriate annual vegetation for temporary soil stabilization.
- Apply permanent soil stabilization with perennial vegetation as soon as possible, but no more than 14 calendar days after final grading.
- Erosion control measures shall be maintained at all times. If full implementation of the approved plan does not provide for effective erosion control, then additional erosion and sediment control measures shall be implemented to control and/or treat the sediment source before land and/or aquatic disturbance may continue.
- All erosion control measures shall meet the minimum requirements of all federal, state and local agencies.
- Protect inlets during construction. Keep sediment out of the storm drainage system. Modify protection as construction progresses. Inspect and modify inlet protections as necessary to insure satisfactory trapping of sediment.
- In accordance with the City of Oxford MS4 Permit, all State/NPDES Permits are required to be obtained and implemented before start-up of any construction activities, including, but not limited to, land and/or aquatic disturbance.
- Install staked and entrenched mulch socks and/or silt fence along the base of all backfills and cuts on the downhill side of any stockpiled soil and along any ditch banks in cleared areas to prevent erosion into ditches. Place silt fence along contours, not across. Do not allow silt fence to cause concentrated flow.
- Divert all surface water flowing toward the construction area around the construction area by the use of dikes, berms, channels or sediment traps as necessary.
- If required, place cofferdams constructed with sandbags, plastic or non-erodible sheeting on either side of proposed line crossings and extend from bank to bank to prevent the flow of water into the construction area. Hold water from cofferdams or excavations in properly designated settling basins, dewatering pits or filter basins until it is at least as clear as upstream water before discharging into surface water. Ensure that discharge does not cause erosion and sedimentation.
- Do not use ditches for the transport of equipment. Use a stabilized pad of clean and properly sized rock for access to road construction. Utilize erosion and sediment control measures as indicated on the plans and in the current edition of the Mississippi Erosion Prevention and Sediment Control Handbook where ditch banks are disturbed.

**Governing Agency Contact Information:**

City of Oxford, Planning Department:  
107 courthouse square  
oxford, ms 38655  
phone: (662) 232-2305

City of Oxford, Building Department:  
107 courthouse square  
oxford, ms 38655  
phone: (662) 232-2342

City of Oxford, Fire Department:  
P.O. Box 863  
Oxford, MS 38655  
Phone: (662) 232-2411

City of Oxford, Engineering Department:  
107 Courthouse Square  
Oxford, MS 38655  
Phone: (662) 232-2306

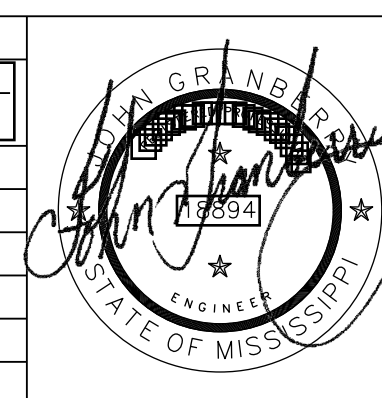
City of Oxford, Utilities Department:  
300 McElroy Drive  
Oxford, MS 38655  
Phone: (662) 232-2373

Mississippi Department of Environmental Quality (MDEQ):  
Environmental Permits Division  
Office of Pollution Control  
P.O. Box 2261  
Jackson, MS 39225  
Phone: (601) 961-5171

Mississippi Department of Health (MSDH):  
Water Supply Division  
570 E Woodrow Wilson Ave  
Jackson, MS 39216  
Phone: (601) 576-7518

Mississippi Department of Transportation (MDOT):  
401 North West Street  
Jackson, MS 39201  
Phone: (601) 359-7834

REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE

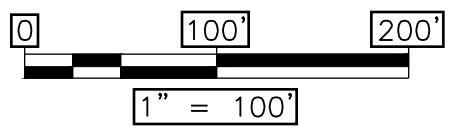
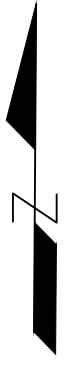


DIVISION OF ENGINEERING		
GENERAL NOTES		
OXFORD, MS		
SURVEY: WILLIAMS ENGINEERING	DATE: 6/3/2019	PROJECT NO.: 1000-21
DESIGN BY: J. GRANBERRY, P.E.	DATE: 5/28/2020	BOOK:
DRAWN BY: J. GRANBERRY, P.E.	DATE: 5/28/2020	SCALE: N.T.S.

COLONNADE CROSSING SUBDIVISION

OWNER: MFM DEVELOPMENT, LLC  
ENGINEER: GRANBERRY & ASSOCIATES, LLC





**FEMA NOTE:**  
 ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM), THIS PROPERTY IS LOCATED IN ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA, PER FIRMS MAP NO. 28071 C0144C AND MAP NO. 28071 C0175C EFFECTIVE DATE: NOVEMBER 26, 2010.

**BENCHMARK (B.M.):**  
 BRASS DISK FOUND IN CONCRETE WITH AN ELEVATION OF 556.10, SAID DISK LOCATED SOUTH 2,916.37 FEET AND WEST 32.92 FEET FROM THE POB OF TRACT 1 (BRASS DISK BEING NGS MONUMENT WITH DESIGNATION MOLLY AND PID = AJ7821).

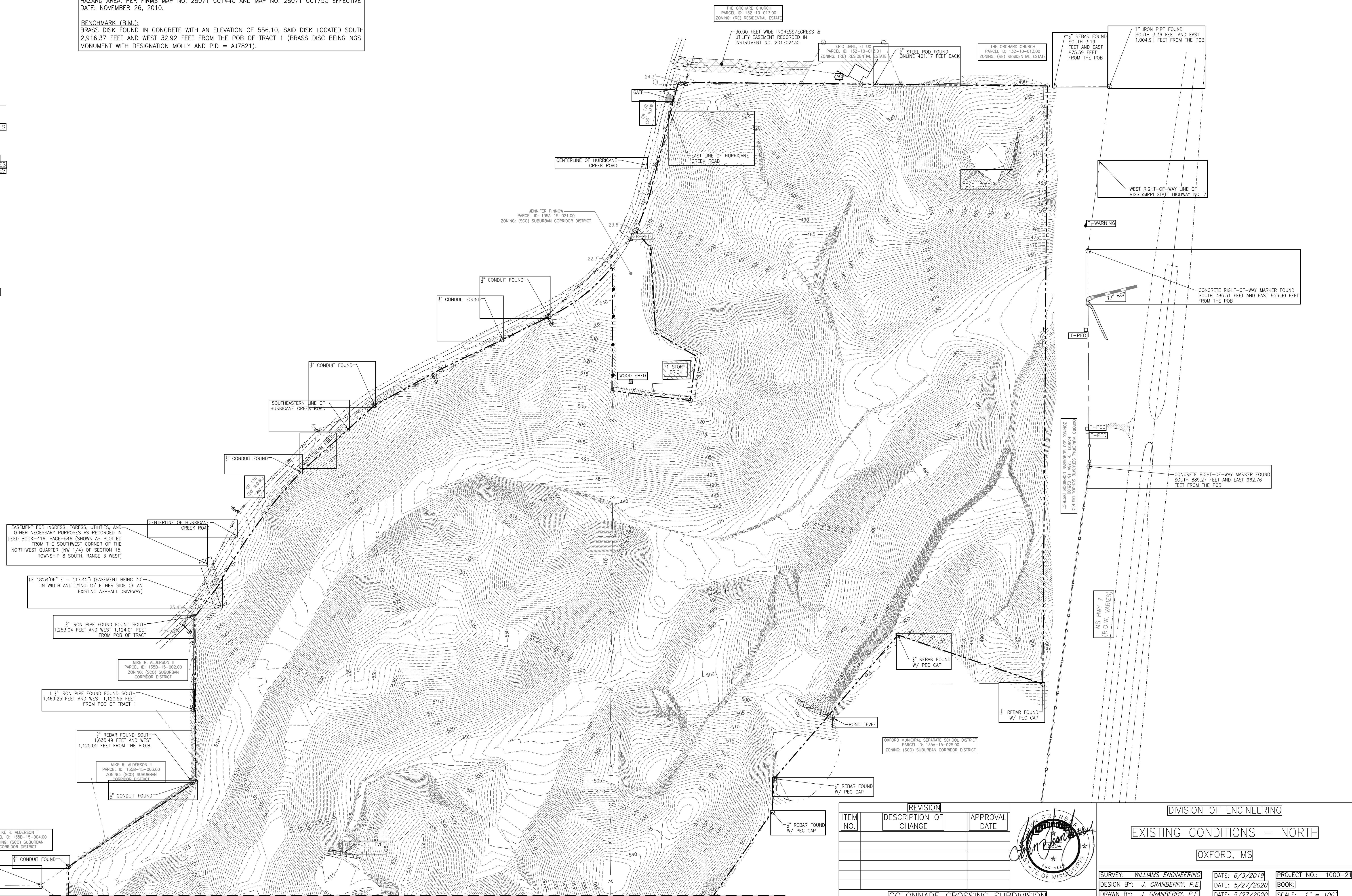
**LEGEND**

(pipe material symbol map)  
 (as found in the drawing)

---	PROPERTY LINES
---	ADJOINING PROP. LINES
---	BACK OF CURB
---	FACE OF CURB
---	SIDEWALK
---	EDGE OF PAVEMENT
---	ROADWAY CENTERLINE
---	EX. OFF. ELECTRIC LINES
---	EX. UG. ELECTRIC LINES
---	EX. WATER LINES
---	EX. SEWER LINES
---	EX. STORM DRAIN
---	EX. GAS LINE
---	EX. UG. CABLE
---	EX. FIBER OPTIC
---	EX. FENCE LINES
---	EX. SIDEWALK
---	EX. EASEMENT
---	PR. WATER LINE
---	PR. SEWER LINE
---	PR. STORM DRAIN
---	DRAINAGE BASIN
---	EASEMENT

□	UTILITY POLE
□	FIRE HYDRANT
□	LIGHT POLE
□	TELEPHONE PEDESTAL
□	WATER VALVE
□	WATER METER
□	SEWER MANHOLE
□	DRAINAGE MANHOLE
□	ELECTRICAL BOX



EASEMENT FOR INGRESS, EGRESS, UTILITIES, AND OTHER NECESSARY PURPOSES AS RECORDED IN DEED BOOK-416, PAGE-646 (SHOWN AS PLOTTED FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 15, TOWNSHIP 8 SOUTH, RANGE 3 WEST)

(S 18°54'06" E - 117.45') (EASEMENT BEING 30' IN WIDTH AND LYING 15' EITHER SIDE OF AN EXISTING ASPHALT DRIVEWAY)

1" IRON PIPE FOUND SOUTH 1,253.04 FEET AND WEST 1,124.01 FEET FROM POB OF TRACT

MIKE R. ALDERSON II  
 PARCEL ID: 1358-15-002.00  
 ZONING: (SCD) SUBURBAN CORRIDOR DISTRICT

1 1/2" IRON PIPE FOUND SOUTH 1,469.25 FEET AND WEST 1,120.55 FEET FROM POB OF TRACT 1

3" REBAR FOUND SOUTH 1,635.49 FEET AND WEST 1,125.05 FEET FROM THE P.O.B.

MIKE R. ALDERSON II  
 PARCEL ID: 1358-15-003.00  
 ZONING: (SCD) SUBURBAN CORRIDOR DISTRICT

3" CONDUIT FOUND

MIKE R. ALDERSON II  
 PARCEL ID: 1358-15-004.00  
 ZONING: (SCD) SUBURBAN CORRIDOR DISTRICT

3" REBAR FOUND SOUTH 1,880.61 FEET AND WEST 1,473.50 FEET FROM THE POB OF TRACT 1

3" CONDUIT FOUND

REVISION	DESCRIPTION OF CHANGE	APPROVAL DATE
ITEM NO.		



**DIVISION OF ENGINEERING**  
**EXISTING CONDITIONS -- NORTH**  
**OXFORD, MS**

SURVEY: WILLIAMS ENGINEERING  
 DESIGN BY: J. GRANBERRY, P.E.  
 DRAWN BY: J. GRANBERRY, P.E.

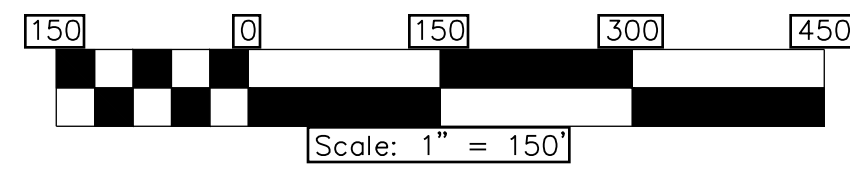
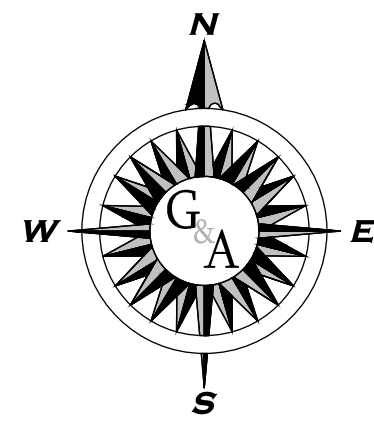
DATE: 6/3/2019  
 DATE: 5/27/2020  
 DATE: 5/27/2020

PROJECT NO.: 1000-21  
 BOOK:  
 SCALE: 1" = 100'

COLONNADE CROSSING SUBDIVISION

OWNER: MFM DEVELOPMENT, LLC  
 ENGINEER: GRANBERRY & ASSOCIATES, LLC





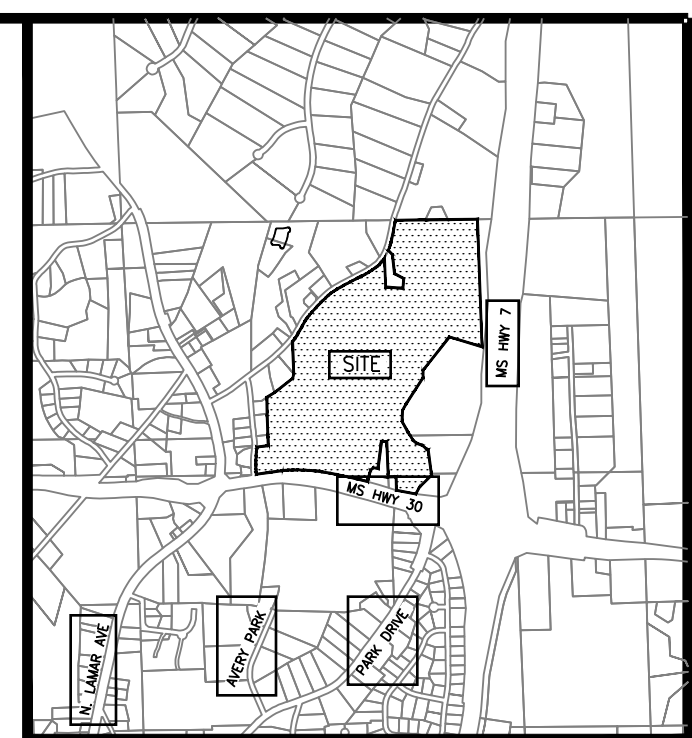
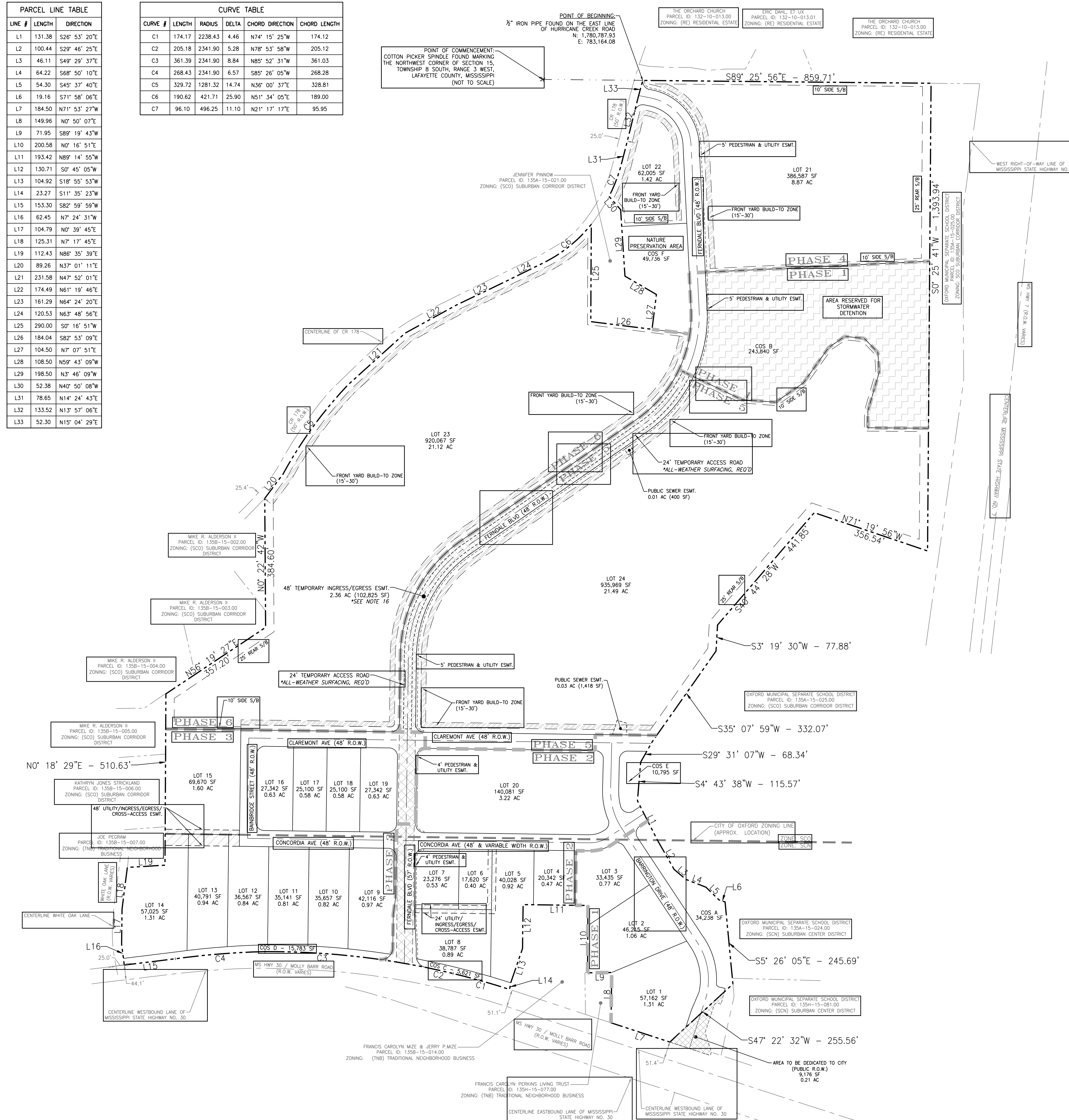
### LEGEND

THESE STANDARD SYMBOLS MAY BE FOUND IN THE DRAWING.

- IRON PIPE/PIN
- CONCRETE MONUMENT
- PROPERTY BOUNDARY LINE
- ADJACENT PROPERTY LINE
- LOT LINE
- SETBACK / BUILD-TO LINE
- TEMPORARY ACCESS ROAD
- UTILITY/INGRESS/EGRESS EASEMENT
- BUILD-TO ZONE
- PRIVATE STORMWATER ESMT. (AREA RSVD FOR REGIONAL STORMWATER DETENTION)
- TEMPORARY INGRESS/EGRESS ESMT.

LINE #	LENGTH	DIRECTION
L1	131.38	S26° 53' 20"E
L2	100.44	S29° 46' 25"E
L3	46.11	S49° 29' 37"E
L4	64.22	S68° 50' 10"E
L5	54.30	S45° 37' 40"E
L6	19.16	S71° 58' 06"E
L7	184.50	N71° 53' 27"W
L8	149.96	N° 50' 07"E
L9	71.95	S89° 19' 43"W
L10	200.58	N° 16' 51"E
L11	193.42	N89° 14' 55"W
L12	130.71	S° 45' 05"W
L13	104.92	S18° 55' 53"W
L14	23.27	S11° 35' 23"W
L15	153.30	S82° 59' 59"W
L16	62.45	N° 24' 31"W
L17	104.79	N° 39' 45"E
L18	125.31	N° 17' 45"E
L19	112.43	N86° 35' 39"E
L20	89.26	N37° 01' 11"E
L21	231.58	N47° 52' 01"E
L22	174.49	N61° 19' 46"E
L23	161.29	N64° 24' 20"E
L24	120.53	N63° 48' 56"E
L25	290.00	S° 16' 51"W
L26	184.04	S82° 53' 09"E
L27	104.50	N° 07' 51"E
L28	108.50	N59° 43' 09"W
L29	198.50	N° 46' 09"W
L30	52.38	N40° 50' 08"W
L31	78.65	N14° 24' 43"E
L32	133.52	N13° 57' 06"E
L33	52.30	N15° 04' 29"E

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	174.17	2238.43	4.46	N74° 15' 25"W	174.12
C2	205.18	2341.90	5.28	N78° 53' 58"W	205.12
C3	361.39	2341.90	8.84	N85° 52' 31"W	361.03
C4	268.43	2341.90	6.57	S85° 26' 05"W	268.28
C5	329.72	1281.32	14.74	N36° 00' 37"E	328.81
C6	190.62	421.71	25.90	N51° 34' 05"E	189.00
C7	96.10	496.25	11.10	N21° 17' 17"E	95.95



- NOTES:
- ALL SIDE AND REAR YARD SWALES ARE TO ACT AS DRAINAGE WAYS. THEY ARE PRIVATE AND ARE TO BE MAINTAINED BY THE LOT OWNER. THEY ARE SUBJECT TO ENFORCEMENT BY THE OWNER'S ASSOCIATION.
  - ALL SIDEWALK DRIVE/STREET CROSSINGS SHALL MEET CURRENT ADA AND CITY REGULATIONS.
  - DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT ALL SIGHT TRIANGLES ARE CLEAR OF OBSTRUCTIONS.
  - THERE IS A 5' UTILITY EASEMENT AROUND ALL FRONT AND SIDE PROPERTY LINES AND A 7.5' UTILITY EASEMENT ALONG ALL REAR PROPERTY LINES ON ALL LOTS UNLESS OTHERWISE NOTED.
  - THE CITY OF OXFORD DOES NOT OWN OR MAINTAIN ANY STORM DRAINAGE PIPES LOCATED OUTSIDE OF THE RIGHT-OF-WAY. THE OWNER'S ASSOCIATION SHALL OWN AND MAINTAIN ALL STORM DRAINAGE PIPES LOCATED OUTSIDE OF THE RIGHT-OF-WAY.
  - OWNERS OF ALL LOTS SHALL BE SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE COLONNADE CROSSING SUBDIVISION OWNER'S ASSOCIATION, INC. AS RECORDED IN OFFICIAL RECORDS INST. # \_\_\_\_\_ OF THE PUBLIC RECORDS OF LAFAYETTE COUNTY, MISSISSIPPI.
  - ALL COMMON OPEN SPACES (COS) A-F AND ALL STRUCTURES, LANDSCAPING, WALKING TRAILS, BIKE TRAILS, PATHWAYS, RETAINING WALLS, ETC. SHALL BE MAINTAINED BY COLONNADE CROSSING SUBDIVISION OWNER'S ASSOCIATION.
  - NO PRIVATE DRIVE SHALL HAVE ACCESS DIRECTLY ONTO HWY 30/MOLLY BARR ROAD. ANY LOT/SITE PLAN ADJACENT TO HWY 30/MOLLY BARR ROAD (LOTS 1, 5, 8, AND 9-14) SHALL ACCESS THEIR PROPERTY FROM PUBLIC STREETS OR PERPETUAL INGRESS/EGRESS EASEMENTS AS SHOWN HEREON.
  - ALL AREAS OF RIGHT-OF-WAY (R.O.W.) SHOWN HEREIN ARE PUBLIC.
  - ALL LOTS LOCATED WITHIN THIS SUBDIVISION ARE SUBJECT TO ADDITIONAL SUBDIVISION PER METES AND BOUNDS DESCRIPTIONS, PROVIDED THAT PARCELS CREATED BY THE SUBDIVISION CONFORM TO THE CITY OF OXFORD'S LAND DEVELOPMENT CODE FOR APPROPRIATE ZONING AND SITE PLAN REGULATIONS, AS APPLICABLE. BY THE ACCEPTANCE OF THE DEED TO ANY LOT OF THE SUBDIVISION, THE LOT OWNERS OF SAID LOTS SHALL ACKNOWLEDGE NOTICE OF AND HEREBY WAIVE ANY PRESENT OR FUTURE OBJECTIONS TO ANY FURTHER DEVELOPMENT PLANS OF OTHER LOTS LOCATED WITHIN THIS SUBDIVISION AND TO ANY AMENDMENTS THAT MAY BE REQUIRED TO THE FILED PLAT HEREIN AND/OR COVENANTS OF THE SUBDIVISION BY THE DEVELOPER FOR THE DEVELOPMENT OF SAID LOTS AS HEREIN SET OUT.
  - THE STORM WATER DETENTION SYSTEMS LOCATED ON COMMON OPEN SPACE (COS) B OF THIS SUBDIVISION SHALL BE OWNED AND MAINTAINED BY THE OWNER'S ASSOCIATION AND/OR BY THE PROPERTY OWNER(S) OF THE LOTS. IN THE EVENT ANY LOT BECOMES SUBDIVIDED INTO ADDITIONAL LOTS OR INDIVIDUAL SITE PLANS, SAID SITE PLANS CONFORMING TO THE CITY'S LAND DEVELOPMENT CODE, EACH PROPERTY OWNER SHALL OWN THEIR PRO RATA SHARE, BY AREA PERCENTAGE OF THEIR LOT, OF THE REGIONAL DETENTION SYSTEM. SUCH MAINTENANCE SHALL BE PERFORMED SO AS TO ENSURE THAT THE SYSTEM OPERATES IN ACCORDANCE WITH THE APPROVED PLAN ON FILE IN THE CITY ENGINEER'S OFFICE. SUCH MAINTENANCE SHALL INCLUDE, BUT NOT BE LIMITED TO REMOVAL OF SEDIMENTATION, FALLEN OBJECTS, DEBRIS AND TRASH, MOWING, OUTLET CLEANING AND REPAIR OF DRAINAGE STRUCTURES. THE CITY SHALL HAVE A 'RIGHT OF ACCESS' TO USE THE DRIVES, PARKING AREAS AND YARDS OF THIS PROPERTY TO MAKE INSPECTIONS OF THE STORM WATER DETENTION FACILITY TO ENSURE THAT SAID MAINTENANCE HAS BEEN PROPERLY PERFORMED. IN THE EVENT THAT THE PROPERTY OWNER(S) HAVE NOT PROPERLY PERFORMED MAINTENANCE ON THE FACILITY, TO THE EXTENT THAT THE FACILITY POSES A THREAT TO PUBLIC HEALTH, SAFETY OR WELFARE, THE CITY SHALL RETAIN THE RIGHT TO PERFORM EMERGENCY REPAIRS TO THE FACILITY. THE COST OF ANY SUCH REPAIRS WILL REMAIN THE RESPONSIBILITY OF THE PROPERTY OWNER(S) AND MAY BE ADDED AS A LIEN ON THE NEXT YEAR'S TAX BILL.
  - 3/4" IRON PIPE SHALL BE SET AT ALL PROPOSED LOT CORNERS.
  - THE STORMWATER DETENTION POND LOCATED ON COS B IS FOR REGIONAL DETENTION TO SERVE ALL LOTS OF ALL PHASES OF COLONNADE CROSSING SUBDIVISION.
  - THE TEMPORARY INGRESS/EGRESS EASEMENT SHALL BE REMOVED AS THE CITY OF OXFORD ACCEPTS AREAS OF FERNDALE BOULEVARD AS PUBLIC RIGHT OF WAY ON WHICH SAID EASEMENT IS LOCATED.

**FEMA NOTE:**  
ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM), THIS PROPERTY IS LOCATED IN ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA, PER FIRMS MAP NO. 28071 C0144C AND MAP NO. 28071 C0175C EFFECTIVE DATE: NOVEMBER 26, 2010.

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PRELIMINARY PLAT  
**COLONNADE CROSSING SUBDIVISION**  
OXFORD, MISSISSIPPI

TRADITIONAL NEIGHBORHOOD BUSINESS LOTS: 14 - 15.32 AC  
SUBURBAN CORRIDOR LOTS: 10 - 72.52 AC  
TOTAL AREA: 87.84 AC

OWNER: MFM DEVELOPMENT, LLC  
93 HWY 328  
OXFORD, MS 38655

ENGINEER: GRANBERRY & ASSOCIATES  
1685 YORK AVE.  
MEMPHIS, TN 38104

DATE: DECEMBER 2020    SCALE: 1"=150'    SHEET 1 OF 2

- NOTES:
- ALL SIDE AND REAR YARD SWALES ARE TO ACT AS DRAINAGE WAYS. THEY ARE PRIVATE AND ARE TO BE MAINTAINED BY THE LOT OWNER. THEY ARE SUBJECT TO ENFORCEMENT BY THE OWNER'S ASSOCIATION.
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**Surveyor's Certificate**

I certify that the within Plat of COLONNADE CROSSING SUBDIVISION 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 on this, the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Richard S. Daniels, RLS  
Mississippi Certificate #: 2922

**Engineer's Certificate**

I certify that COLONNADE CROSSING SUBDIVISION, 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 on this, the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
John Granberry, P.E.  
License #:18894

**City of Oxford Planning Commission Approval**

CITY OF OXFORD  
STATE OF MISSISSIPPI  
Approved and recommended for acceptance by the CITY OF OXFORD PLANNING COMMISSION, this the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Brian Hyneman  
Chairman, City of Oxford Planning Commission

**City Engineer's Certificate**

I certify that JW McCURDY has complied with one of the following alternatives for COLONNADE CROSSING SUBDIVISION:

- 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.
- A bond, certified check or irrevocable letter of credit 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
Reanna Mayoral, P.E.  
City Engineer, City of Oxford

**City of Oxford Board of Aldermen Approval**

COUNTY OF LAFAYETTE  
STATE OF MISSISSIPPI  
Approved and recommended for acceptance by the City of Oxford, Board of Aldermen, this the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Robyn Tannehill  
Mayor, City of Oxford

**Restrictive Covenants**

Recorded in Instrument number \_\_\_\_\_, of Land Records in the Chancery Clerk's Office of Lafayette County, Mississippi.

**Owner's Certificate**

I, J.W. McCurdy, as owner of the tract of land herein described, certify that I did cause said land to be subdivided and platted, as shown on the attached plat of COLONNADE CROSSING SUBDIVISION, and the streets are dedicated to the use of the public forever, unless otherwise noted on the Plat. 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 Supervisors of Lafayette County. Utility easements are also dedicated to the public and/or private utility companies which serve this subdivision, unless otherwise noted. 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
J.W. McCurdy

\_\_\_\_\_  
Notary Public

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

**Filing and Recordation**

COUNTY OF LAFAYETTE  
STATE OF MISSISSIPPI

Personally appeared before me, SHERRY WALL, CHANCERY CLERK, in and for Lafayette County, Mississippi, JW McCURDY, who executed the attached Owner's Certificate that was signed and delivered of their own free act and deed, and also appeared \_\_\_\_\_, PROFESSIONAL SURVEYOR, who executed the attached surveyor's certificate and acknowledged that it was signed and delivered as his own free act and deed.

Witness my hand and signature this the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Sherry Wall  
Chancery Clerk  
COUNTY OF LAFAYETTE  
STATE OF MISSISSIPPI

I, \_\_\_\_\_, 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 \_\_\_\_\_, 2020, and was duly recorded in Plat Cabinet \_\_\_\_\_, Slide \_\_\_\_\_.

Witness my hand and signature this the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Sherry Wall  
Chancery Clerk

**Mortgagee's Certificate.**

BANK OF OXFORD, A BRANCH OF FIRST NATION BANK CLARKSDALE, Mortgagee of the property herein, hereby adopt this as my plan of subdivision and dedicate the utility easements as shown on the plan of subdivision to the City of Oxford and Lafayette County, Mississippi, for the public use forever. I certify that I am the Mortgagee in 'fee' simple of the property and that no taxes have become due and payable this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

SIGNED: \_\_\_\_\_  
MARSHALL FRATESI, ASSISTANT VICE PRESIDENT  
BANK OF OXFORD, A BRANCH OF FIRST NATIONAL BANK OF CLARKSDALE

Notary's Certificate.  
State of Mississippi  
County of Lafayette

Personally appeared before me, the undersigned authority in and for the said county and state, on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Within my jurisdiction, the within named MARSHALL FRATESI, who acknowledged that he is the Assistant Vice President of Bank of Oxford, A Branch of First National Bank of Clarksdale, and that in said representative capacity, he executed the above and foregoing instrument after first having been duly authorized to do so.

My commission expires: \_\_\_\_\_

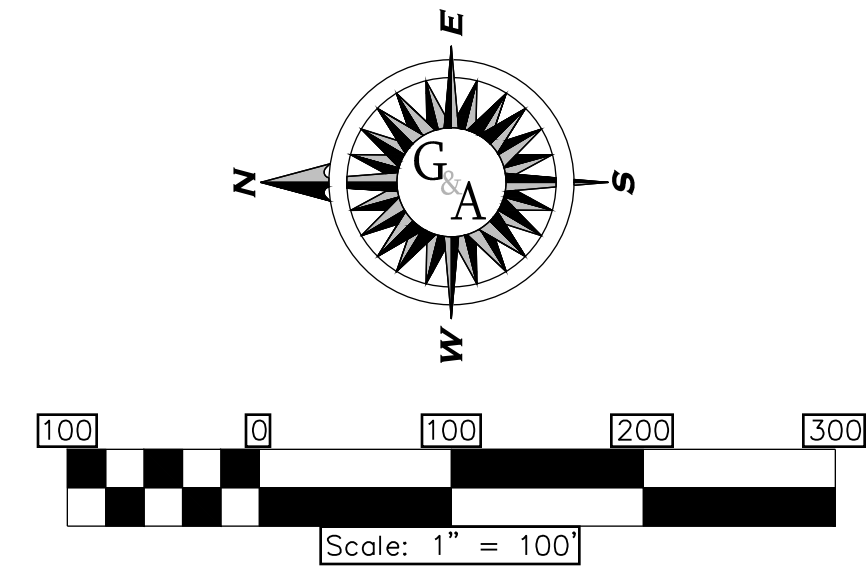
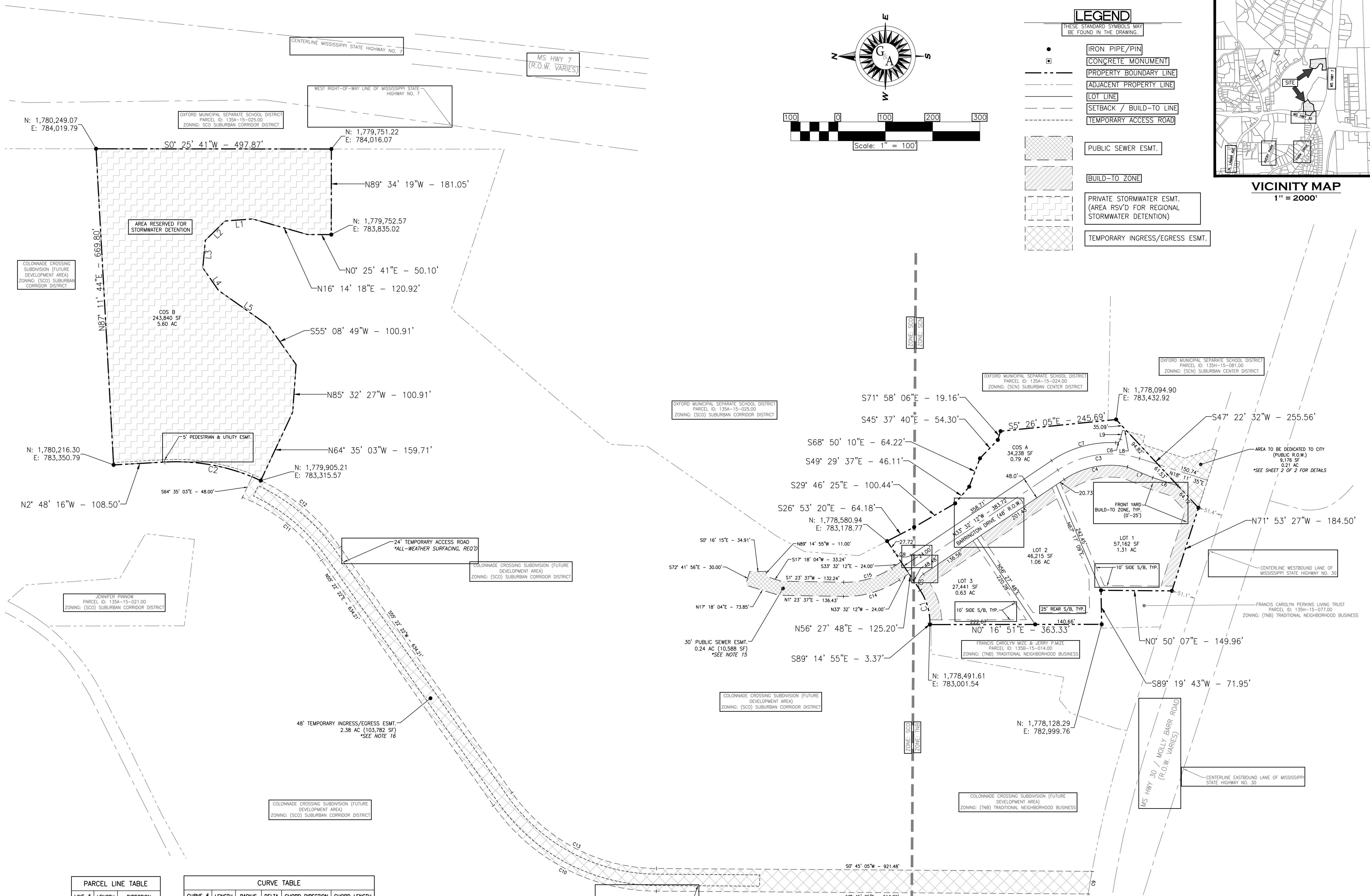
\_\_\_\_\_  
Notary Public

PRELIMINARY PLAT		
COLONNADE CROSSING SUBDIVISION		
OXFORD, MISSISSIPPI		
TRADITIONAL NEIGHBORHOOD BUSINESS LOTS: 14 - 15.32 AC SUBURBAN CORRIDOR LOTS: 10 - 72.52 AC TOTAL AREA: 87.84 AC		
OWNER: MFM DEVELOPMENT, LLC 93 HWY 328 OXFORD, MS 38655	ENGINEER: GRANBERRY & ASSOCIATES 1685 YORK AVE. MEMPHIS, TN 38104	
DATE: DECEMBER 2020	SCALE: 1"=150'	SHEET 2 OF 2

**FEMA NOTE:**  
ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM), THIS PROPERTY IS LOCATED IN ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA, PER FIRMS MAP NO. 28071 C0144C AND MAP NO. 28071 C0175C EFFECTIVE DATE: NOVEMBER 26, 2010.

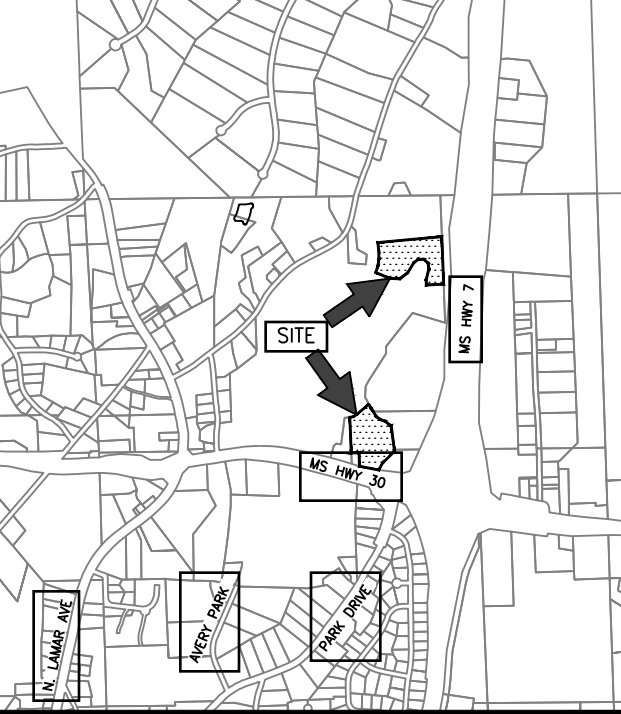
**BENCHMARK (B.M.):**  
BRASS DISK FOUND IN CONCRETE WITH AN ELEVATION OF 556.10, SAID DISK LOCATED SOUTH 2,916.37 FEET AND WEST 32.92 FEET FROM THE POB OF TRACT 1 (BRASS DISC BEING NGS MONUMENT WITH DESIGNATION MOLLY AND PID = AJ7821).

- NOTES:
- ALL SIDE AND REAR YARD SWALES ARE TO ACT AS DRAINAGE WAYS. THEY ARE PRIVATE AND ARE TO BE MAINTAINED BY THE LOT OWNER. THEY ARE SUBJECT TO ENFORCEMENT BY THE OWNER'S ASSOCIATION.
  - ALL SIDEWALK DRIVE/STREET CROSSINGS SHALL MEET CURRENT ADA AND COUNTY REGULATIONS.
  - DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT ALL SIGHT TRIANGLES ARE CLEAR OF OBSTRUCTIONS.
  - THERE IS A 5' UTILITY EASEMENT AROUND ALL FRONT AND SIDE PROPERTY LINES AND A 7.5' UTILITY EASEMENT ALONG ALL REAR PROPERTY LINES ON ALL LOTS UNLESS OTHERWISE NOTED.
  - THE CITY OF OXFORD DOES NOT OWN OR MAINTAIN ANY STORM DRAINAGE PIPES LOCATED OUTSIDE OF THE RIGHT-OF-WAY. THE OWNER'S ASSOCIATION SHALL OWN AND MAINTAIN ALL STORM DRAINAGE PIPES LOCATED OUTSIDE OF THE RIGHT-OF-WAY.
  - OWNERS OF ALL LOTS SHALL BE SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS OF COLONNADE CROSSING SUBDIVISION OWNER'S ASSOCIATION, INC. AS RECORDED IN OFFICIAL RECORDS INST. # \_\_\_\_\_ OF THE PUBLIC RECORDS OF LAFAYETTE COUNTY, MISSISSIPPI.
  - COMMON OPEN SPACES (COS) A & B AND ALL STRUCTURES, LANDSCAPING, WALKING TRAILS, BIKE TRAILS, PATHWAYS, RETAINING WALLS, ETC. SHALL BE MAINTAINED BY COLONNADE CROSSING SUBDIVISION OWNER'S ASSOCIATION.
  - NO PRIVATE DRIVE SHALL HAVE ACCESS DIRECTLY ONTO HWY 30/MOLLY BARR ROAD. ANY LOT/SITE PLAN ADJACENT TO HWY 30/MOLLY BARR ROAD (LOTS 1, 4, 6, AND 8-13) SHALL ACCESS THEIR PROPERTY FROM PUBLIC STREETS OR PERPETUAL INGRESS/EGRESS EASEMENTS AS SHOWN HEREON.
  - ALL AREAS OF RIGHT-OF-WAY (R.O.W.) SHOWN HEREIN ARE PUBLIC.
  - ALL LOTS LOCATED WITHIN THIS SUBDIVISION ARE SUBJECT TO ADDITIONAL SUBDIVISION PER METES AND BOUNDS DESCRIPTIONS, PROVIDED THAT PARCELS CREATED BY THE SUBDIVISION CONFORM TO THE CITY OF OXFORD'S LAND DEVELOPMENT CODE FOR APPROPRIATE ZONING AND SITE PLAN REGULATIONS, AS APPLICABLE. BY THE ACCEPTANCE OF THE DEED TO ANY LOT OF THE SUBDIVISION, THE LOT OWNERS OF SAID LOTS SHALL ACKNOWLEDGE NOTICE OF AND HEREBY WAIVE ANY PRESENT OR FUTURE OBJECTIONS TO ANY FURTHER DEVELOPMENT PLANS OF OTHER LOTS LOCATED WITHIN THIS SUBDIVISION AND TO ANY AMENDMENTS THAT MAY BE REQUIRED TO THE FILED PLAT HEREIN AND/OR COVENANTS OF THE SUBDIVISION BY THE DEVELOPER FOR THE DEVELOPMENT OF SAID LOTS AS HEREIN SET OUT.
  - THE STORM WATER DETENTION SYSTEMS LOCATED ON COMMON OPEN SPACE (COS) B OF THIS SUBDIVISION SHALL BE OWNED AND MAINTAINED BY THE OWNER'S ASSOCIATION AND/OR BY THE PROPERTY OWNER(S) OF THE LOTS. IN THE EVENT ANY LOT BECOMES SUBDIVIDED INTO ADDITIONAL LOTS OR INDIVIDUAL SITE PLANS, SAID SITE PLANS CONFORMING TO THE CITY'S LAND DEVELOPMENT CODE, EACH PROPERTY OWNER SHALL OWN THEIR PRO RATA SHARE, BY AREA PERCENTAGE OF THEIR LOT, OF THE REGIONAL DETENTION SYSTEM. SUCH MAINTENANCE SHALL BE PERFORMED SO AS TO ENSURE THAT THE SYSTEM OPERATES IN ACCORDANCE WITH THE APPROVED PLAN ON FILE IN THE CITY ENGINEER'S OFFICE. SUCH MAINTENANCE SHALL INCLUDE, BUT NOT BE LIMITED TO REMOVAL OF SEDIMENTATION, FALLEN OBJECTS, DEBRIS AND TRASH, MOWING, OUTLET CLEANING AND REPAIR OF DRAINAGE STRUCTURES. THE CITY SHALL HAVE A "RIGHT OF ACCESS" TO USE THE DRIVES, PARKING AREAS AND YARDS OF THIS PROPERTY TO MAKE INSPECTIONS OF THE STORM WATER DETENTION FACILITY TO ENSURE THAT SAID MAINTENANCE HAS BEEN PROPERLY PERFORMED. IN THE EVENT THAT THE PROPERTY OWNER(S) HAVE NOT PROPERLY PERFORMED MAINTENANCE ON THE FACILITY, TO THE EXTENT THAT THE FACILITY POSES A THREAT TO PUBLIC HEALTH, SAFETY OR WELFARE, THE CITY SHALL RETAIN THE RIGHT TO PERFORM EMERGENCY REPAIRS TO THE FACILITY. THE COST OF ANY SUCH REPAIRS WILL REMAIN THE RESPONSIBILITY OF THE PROPERTY OWNER(S) AND MAY BE ADDED AS A LIEN ON THE NEXT YEAR'S TAX BILL.
  - 3/4" IRON PIPE SHALL BE SET AT ALL PROPOSED LOT CORNERS.
  - ALL AREAS OF RIGHT-OF-WAY (R.O.W.) SHOWN HEREIN ARE PUBLIC.
  - THE STORMWATER DETENTION POND LOCATED ON COS B IS FOR REGIONAL DETENTION TO SERVE ALL LOTS OF ALL PHASES OF COLONNADE CROSSING SUBDIVISION.
  - THE AREA OF PUBLIC SEWER EASEMENT LOCATED WITHIN PROPOSED FUTURE PUBLIC RIGHT-OF-WAY(R.O.W.) SHALL REVERT TO PUBLIC R.O.W. AS CITY ACCEPTS SAID R.O.W. IN FUTURE PHASES OF DEVELOPMENT. THE AREA OF PUBLIC SEWER EASEMENT LOCATED OUTSIDE OF FUTURE R.O.W. SHALL REMAIN A PERPETUAL SEWER EASEMENT OWNED BY THE CITY.
  - THE TEMPORARY INGRESS/EGRESS EASEMENT SHALL BE REMOVED AS THE CITY OF OXFORD ACCEPTS AREAS OF FERNDALE BOULEVARD AS PUBLIC RIGHT-OF-WAY ON WHICH SAID EASEMENT IS LOCATED.



**LEGEND**  
(THESE STANDARD SYMBOLS MAY BE FOUND IN THE DRAWING)

- IRON PIPE/PIN
- CONCRETE MONUMENT
- PROPERTY BOUNDARY LINE
- ADJACENT PROPERTY LINE
- LOT LINE
- SETBACK / BUILD-TO LINE
- TEMPORARY ACCESS ROAD
- PUBLIC SEWER ESMT.
- BUILD-TO ZONE
- PRIVATE STORMWATER ESMT. (AREA RSVD FOR REGIONAL STORMWATER DETENTION)
- TEMPORARY INGRESS/EGRESS ESMT.



PARCEL LINE TABLE			CURVE TABLE					
LINE #	LENGTH	DIRECTION	CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
L1	58.40	N3° 51' 18"W	C1	73.14	124.00	33.80	N73° 51' 12"E	72.09
L2	58.40	N44° 02' 07"W	C2	208.84	424.00	28.22	N11° 18' 21"E	206.73
L3	58.40	N84° 13' 44"W	C3	80.57	200.00	51.73	N7° 40' 19"W	174.50
L4	58.40	S55° 35' 03"W	C4	39.83	176.00	45.52	S10° 46' 36"E	136.18
L5	129.44	S35° 29' 27"W	C5	39.06	25.00	89.51	S78° 17' 26"E	35.20
L6	55.61	S18° 11' 35"W	C6	13.08	9.50	78.92	N38° 18' 51"W	12.07
L7	58.26	S23° 05' 02"W	C7	143.41	224.00	36.68	N15° 11' 46"W	140.97
L8	10.64	N14° 13' 38"E	C8	39.27	25.00	90.00	N11° 27' 48"E	35.36
L9	19.40	N75° 46' 22"W	C9	48.63	2341.90	1.19	N80° 02' 19"W	48.63
L10	404.21	424.00	C10	404.21	424.00	54.62	N28° 03' 44"E	389.08
L11	216.60	376.36	C11	216.60	376.36	32.97	N38° 52' 40"E	213.62
L12	241.69	423.68	C12	241.69	423.68	32.68	S39° 02' 17"W	238.42
L13	358.45	376.00	C13	358.45	376.00	54.62	S28° 03' 44"W	345.03
L14	125.59	206.00	C14	125.59	206.00	34.93	N16° 04' 18"W	123.65
L15	107.30	176.00	C15	107.30	176.00	34.93	S16° 04' 18"E	105.64

**FINAL PLAT**

**COLONNADE CROSSING SUBDIVISION - PHASE 1**

**OXFORD, MISSISSIPPI**

TRADITIONAL NEIGHBORHOOD BUSINESS LOTS: 3  
TOTAL PHASE 1 AREA: 10.09 AC

<b>OWNER:</b> MFM DEVELOPMENT, LLC 93 HWY 328 OXFORD, MS 38655	<b>ENGINEER:</b> GRANBERRY & ASSOCIATES 1685 YORK AVE. MEMPHIS, TN 38104
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DATE: MAY 2020    SCALE: 1"=100'    SHEET 1 OF 2

**FEMA NOTE:**  
ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM), THIS PROPERTY IS LOCATED IN ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA, PER FIRMS MAP NO. 28071 C0144C AND MAP NO. 28071 C0175C EFFECTIVE DATE: NOVEMBER 26, 2010.

**BENCHMARK (B.M.):**  
BRASS DISK FOUND IN CONCRETE WITH AN ELEVATION OF 556.10, SAID DISK LOCATED SOUTH 2,916.37 FEET AND WEST 32.92 FEET FROM THE POB OF TRACT 1 (BRASS DISC BEING NGS MONUMENT WITH DESIGNATION MOLLY AND PID = AJ7821).

- NOTES:
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**Surveyor's Certificate**  
 I certify that the within Plat of COLONNADE CROSSING SUBDIVISION - PHASE 1 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 on this, the \_\_\_\_ day of \_\_\_\_\_, 2020.

Richard S. Daniels, RLS  
 Mississippi Certificate #: 2922

**Engineer's Certificate**  
 I certify that COLONNADE CROSSING SUBDIVISION - PHASE 1, 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 on this, the \_\_\_\_ day of \_\_\_\_\_, 2020.

John Granberry, P.E.  
 License #:18894

**City of Oxford Planning Commission Approval**  
 CITY OF OXFORD  
 STATE OF MISSISSIPPI  
 Approved and recommended for acceptance by the CITY OF OXFORD PLANNING COMMISSION, this the \_\_\_\_ day of \_\_\_\_\_, 2020.

Brian Hyneman  
 Chairman, City of Oxford Planning Commission

**City Engineer's Certificate**  
 I certify that JW McCURDY has complied with one of the following alternatives for COLONNADE CROSSING SUBDIVISION - PHASE 1:  
 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, certified check or irrevocable letter of credit 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 \_\_\_\_\_, 2020.

Reanna Mayoral, P.E.  
 City Engineer, City of Oxford

**City of Oxford Board of Aldermen Approval**  
 COUNTY OF LAFAYETTE  
 STATE OF MISSISSIPPI  
 Approved and recommended for acceptance by the City of Oxford, Board of Aldermen, this the \_\_\_\_ day of \_\_\_\_\_, 2020.

Robyn Tannehill  
 Mayor, City of Oxford

**Restrictive Covenants**  
 Recorded in Instrument number \_\_\_\_\_, of Land Records in the Chancery Clerk's Office of Lafayette County, Mississippi.

**Owner's Certificate**  
 I, J.W. McCurdy, as owner of the tract of land herein described, certify that I did cause said land to be subdivided and platted, as shown on the attached plat of COLONNADE CROSSING SUBDIVISION - PHASE 1, and the streets are dedicated to the use of the public forever, unless otherwise noted on the Plat. 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 Supervisors of Lafayette County. Utility easements are also dedicated to the public and/or private utility companies which serve this subdivision, unless otherwise noted. 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 \_\_\_\_\_, 2020.

J.W. McCurdy  
 Notary Public  
 Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_

**Filing and Recordation**  
 COUNTY OF LAFAYETTE  
 STATE OF MISSISSIPPI  
 Personally appeared before me, SHERRY WALL, CHANCERY CLERK, in and for Lafayette County, Mississippi, JW McCURDY, who executed the attached Owner's Certificate that was signed and delivered of their own free act and deed, and also appeared \_\_\_\_\_, PROFESSIONAL SURVEYOR, who executed the attached surveyor's certificate and acknowledged that it was signed and delivered as his own free act and deed.

Witness my hand and signature this the \_\_\_\_ day of \_\_\_\_\_, 2020.

Sherry Wall  
 Chancery Clerk  
 COUNTY OF LAFAYETTE  
 STATE OF MISSISSIPPI

I, \_\_\_\_\_, 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 \_\_\_\_\_, 2020, and was duly recorded in Plat Cabinet \_\_\_\_\_, Slide \_\_\_\_\_.

Witness my hand and signature this the \_\_\_\_ day of \_\_\_\_\_, 2020.

Sherry Wall  
 Chancery Clerk

**FEMA NOTE:**  
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FINAL PLAT	
<b>COLONNADE CROSSING SUBDIVISION - PHASE 1</b>	
OXFORD, MISSISSIPPI	
TRADITIONAL NEIGHBORHOOD BUSINESS LOTS: 3 TOTAL PHASE 1 AREA: 10.09 AC	
OWNER: MFM DEVELOPMENT, LLC 93 HWY 328 OXFORD, MS 38655	ENGINEER: GRANBERRY & ASSOCIATES 1685 YORK AVE. MEMPHIS, TN 38104
DATE: MAY 2020	SCALE: 1"=20'
SHEET 2 OF 2	

**Mortgagee's Certificate.**  
 BANK OF OXFORD, A BRANCH OF FIRST NATION BANK CLARKSDALE, Mortgagee of the property herein, hereby adopt this as my plan of subdivision and dedicate the utility easements as shown on the plan of subdivision to the City of Oxford and Lafayette County, Mississippi, for the public use forever. I certify that I am the Mortgagee in 'fee' simple of the property and that no taxes have become due and payable this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

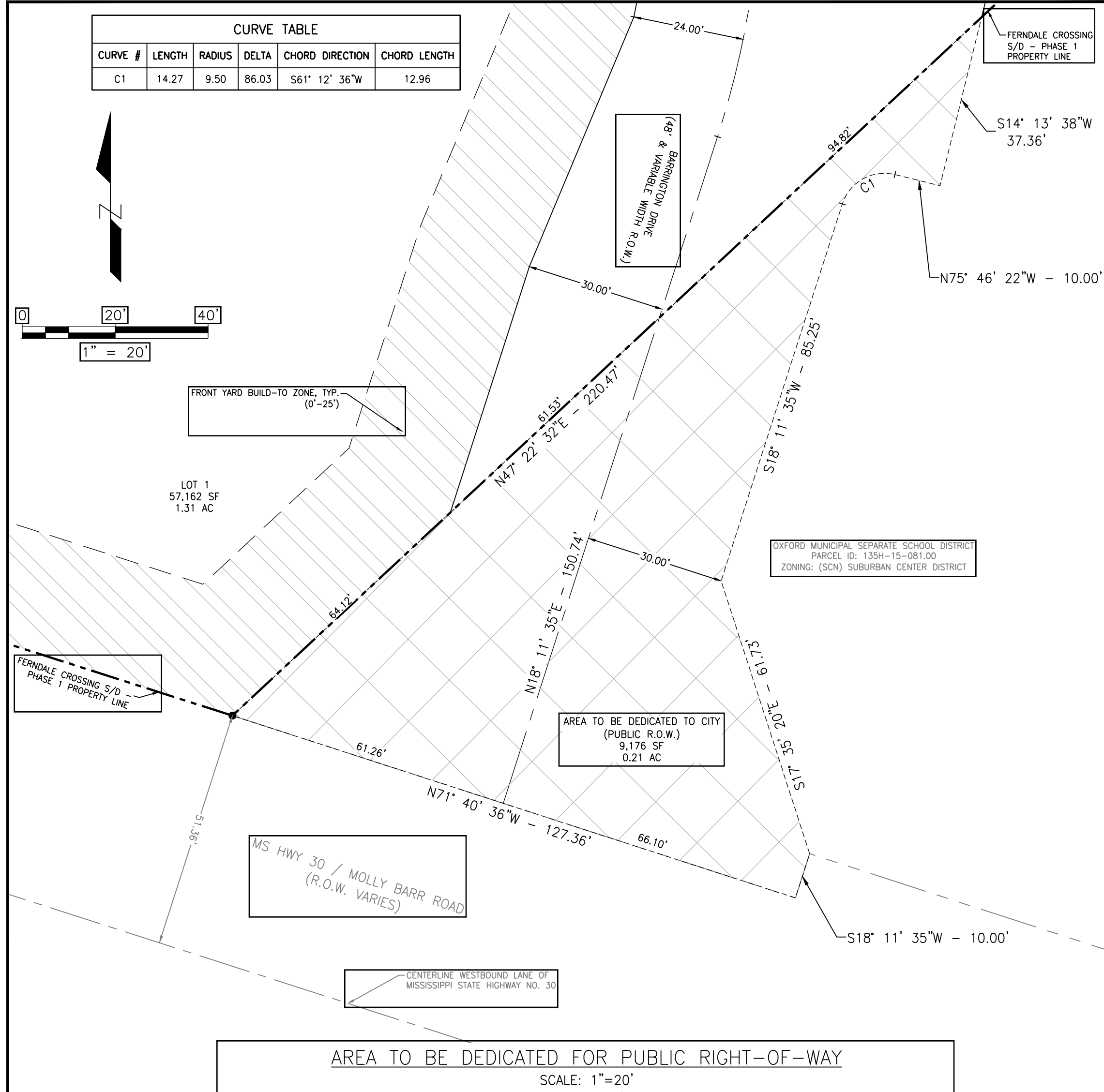
SIGNED: MARSHALL FRATESI, ASSISTANT VICE PRESIDENT  
 BANK OF OXFORD, A BRANCH OF FIRST NATIONAL BANK OF CLARKSDALE

Notary's Certificate  
 State of Mississippi  
 County of Lafayette

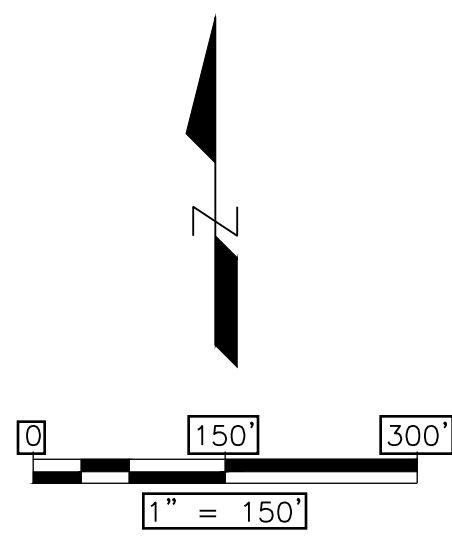
Personally appeared before me, the undersigned authority in and for the said county and state, on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Within my jurisdiction, the within named MARSHALL FRATESI, who acknowledged that he is the Assistant Vice President of Bank of Oxford, A Branch of First National Bank of Clarksdale, and that in said representative capacity, he executed the above and foregoing instrument after first having been duly authorized to do so.

My commission expires: \_\_\_\_\_

Notary Public



Mississippi Department of Transportation, Regional Office, 1000 Highway 90, Oxford, MS 38655



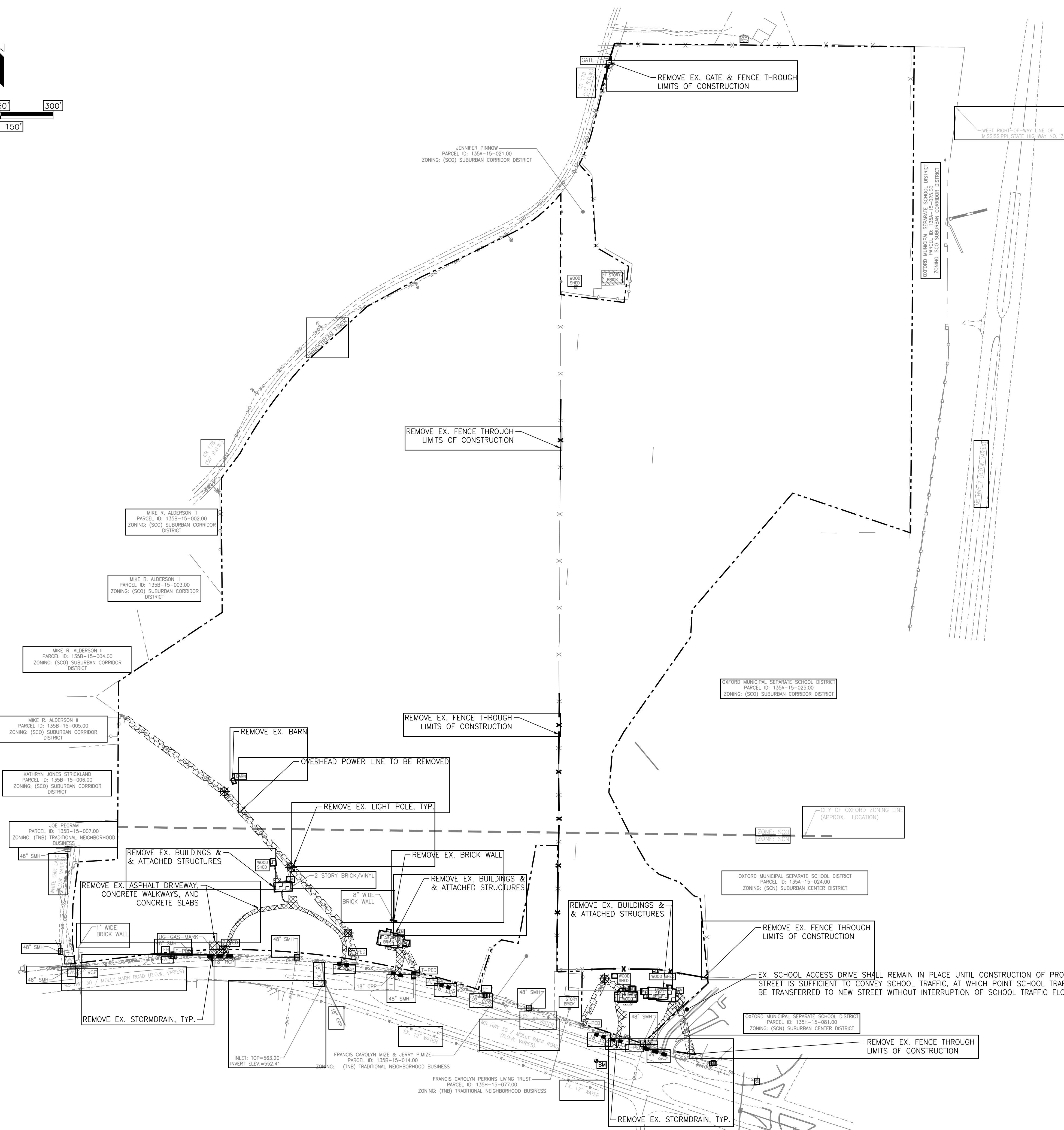
THE ORCHARD CHURCH  
PARCEL ID: 132-10-013.00  
ZONING: (RE) RESIDENTIAL ESTATE

ERIC DAHL, ET UX  
PARCEL ID: 132-10-013.01  
ZONING: (RE) RESIDENTIAL ESTATE

THE ORCHARD CHURCH  
PARCEL ID: 132-10-013.00  
ZONING: (RE) RESIDENTIAL ESTATE

**LEGEND**

- These standard symbols apply to this drawing
- PROPERTY LINES
  - ADJOINING PROP. LINES
  - FACE OF CURB
  - FACE OF CURB
  - SIDEWALK
  - EDGE OF PAVEMENT
  - ROADWAY CENTERLINE
  - OHE EX. OH. ELECTRIC LINES
  - UGE EX. UNDERGROUND ELECTRIC LINES
  - W EX. WATER LINES
  - SS EX. SEWER LINES
  - G EX. GAS LINES
  - UGC EX. UR. CABLE
  - FBO EX. FIBER OPTIC
  - X EX. FENCE LINES
  - EX. SIDEWALK
  - EX. EASEMENT
  - W PR. WATER LINE
  - SS PR. SEWER LINE
  - PR. STORM DRAIN
  - DRAINAGE BASIN
  - EASEMENT
- 
- EX. [Symbol] UTILITY POLE
  - [Symbol] FIRE HYDRANT
  - [Symbol] LIGHT POLE
  - [Symbol] TELEPHONE PEDESTAL
  - [Symbol] WATER VALVE
  - [Symbol] WATER METER
  - [Symbol] SEWER MANHOLE
  - [Symbol] DRAINAGE MANHOLE
  - [Symbol] ELECTRICAL BOX
- 
- [Hatched Box] BUILDING/STRUCTURE REMOVAL
  - [Cross-hatched Box] SURFACE MATERIAL REMOVAL
  - [Dotted Box] UTILITY REMOVAL
  - [Dashed Line] STORMDRAIN REMOVAL
  - [Line with X] FENCE REMOVAL
  - [Star Symbol] LIGHT POLE REMOVAL



- DEMOLITION PLAN NOTES:**
1. DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT ALL SIGHT TRIANGLES ARE CLEAR OF OBSTRUCTIONS.
  2. ALL WORK AND MATERIALS SHALL CONFORM WITH ALL CITY OF OXFORD REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
  3. THE CONTRACTOR IS CAUTIONED REGARDING THE PRESENCE OF EXISTING UNDERGROUND UTILITIES ON-SITE, WHETHER THESE LINES ARE SHOWN ON THE CONSTRUCTION PLANS OR NOT. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES AND FOR VERIFYING ANY LOCATIONS AND INVERTS.
  4. ALL UTILITY RELOCATION COSTS SHALL BE AT THE DEVELOPER'S EXPENSE. RELOCATION SHALL BE COORDINATED WITH THE UTILITY COMPANY AND/OR THE CITY OF OXFORD.
  5. DEVELOPER/CONTRACTOR SHALL COORDINATE THE NEW LOCATION OF RELOCATED SIGNS WITH THE CITY OF OXFORD AND/OR MISSISSIPPI DEPARTMENT OF TRANSPORTATION (MDOT).
  6. UNLESS NOTED OTHERWISE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE DONE TO ANY EXISTING ON-SITE OR OFF-SITE ITEMS THAT WILL REMAIN IN PLACE AFTER CONSTRUCTION ACTIVITIES ARE COMPLETE. THOSE ITEMS INCLUDE, BUT ARE NOT LIMITED TO DRAINAGE SYSTEMS, UTILITIES, CURBING, PAVEMENT, LANDSCAPING, IRRIGATION SYSTEMS, FENCING, RETAINING WALLS, ETC. REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS, AND SHALL BE TO THE SATISFACTION OF THE OWNER OF THE REPAIRED ITEM.
  7. THE CONTRACTOR SHALL DISPOSE OF ALL DEBRIS, RUBBISH, AND OTHER MATERIAL RESULTING FROM DEMOLITION ACTIVITIES IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS.
  8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ANY UTILITY COMPANY WHICH MAINTAINS A UTILITY LINE WITHIN THE BOUNDARIES OF THE PROJECT PRIOR TO THE START OF CONSTRUCTION.
  9. THE CONTRACTOR SHALL ASSUME THE RESPONSIBILITY FOR ANY DAMAGE TO EXISTING UTILITY LINES AS A RESULT OF HIS ACTIVITIES, WHETHER THESE LINES ARE SHOWN ON THE CONSTRUCTION PLANS OR NOT. DAMAGED LINES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
  10. CAPPING/PLUGGING OF UTILITIES/STORM DRAINAGE PIPES MUST BE INSPECTED BY APPROPRIATE UTILITY PROVIDER OR CITY OF OXFORD.
  11. THE CONTRACTOR IS CAUTIONED REGARDING THE PRESENCE OF EXISTING UNDERGROUND UTILITIES ON-SITE, WHETHER THESE LINES ARE SHOWN ON THE CONSTRUCTION PLANS OR NOT. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES AND FOR VERIFYING ANY LOCATIONS AND INVERTS.

**FEMA NOTE:**  
ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM), THIS PROPERTY IS LOCATED IN ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA, PER FIRMS MAP NO. 28071 C0144C AND MAP NO. 28071 C0175C EFFECTIVE DATE: NOVEMBER 26, 2010.

**BENCHMARK (B.M.):**  
BRASS DISK FOUND IN CONCRETE WITH AN ELEVATION OF 556.10, SAID DISK LOCATED SOUTH 2,916.37 FEET AND WEST 32.92 FEET FROM THE POB OF TRACT 1 (BRASS DISC BEING NGS MONUMENT WITH DESIGNATION MOLLY AND PID = AJ7821).

ITEM NO.	REVISION DESCRIPTION OF CHANGE	APPROVAL DATE



**DIVISION OF ENGINEERING**  
**DEMOLITION PLAN**  
OXFORD, MS

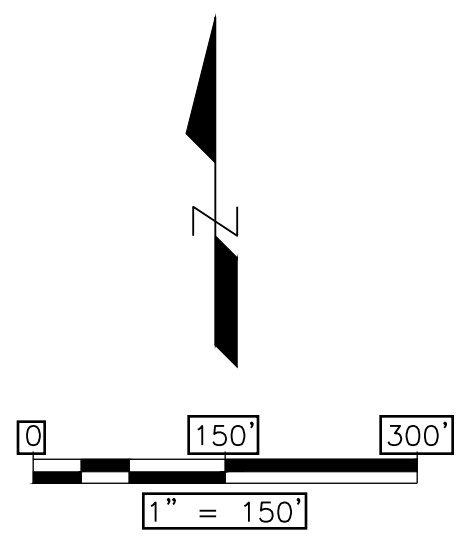
COLONNADE CROSSING SUBDIVISION

OWNER: MFM DEVELOPMENT, LLC  
ENGINEER: GRANBERRY & ASSOCIATES, LLC

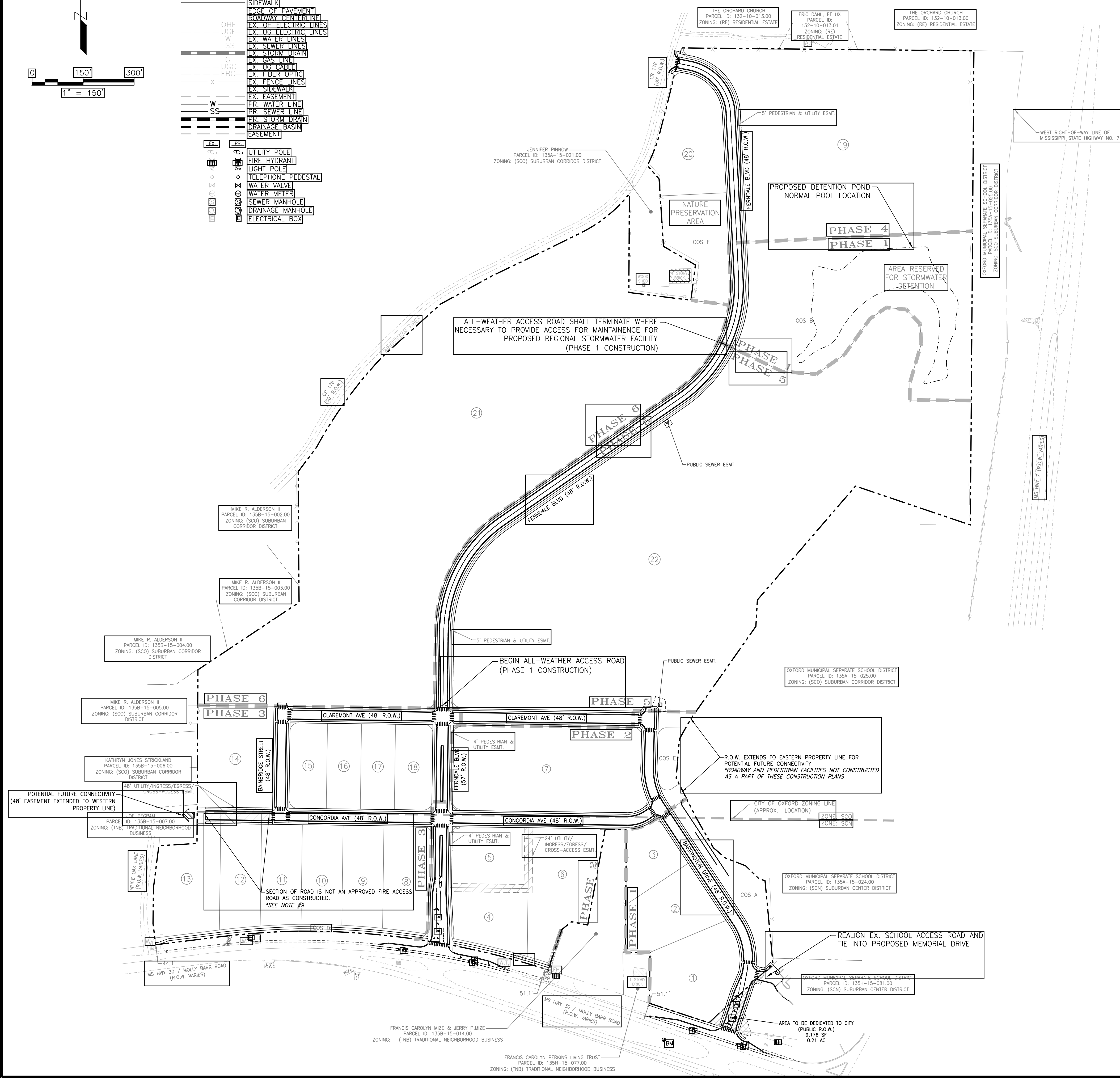
SURVEY: WILLIAMS ENGINEERING  
DESIGN BY: J. GRANBERRY, P.E.  
DRAWN BY: J. GRANBERRY, P.E.

DATE: 6/3/2019  
DATE: 5/28/2020  
DATE: 5/28/2020

PROJECT NO.: 1000-21  
BOOK:  
SCALE: 1" = 150'



LEGEND	
[Use standard symbols, may vary from time to time]	
---	PROPERTY LINES
---	ADJOINING PROP. LINES
---	BACK OF CURB
---	FACE OF CURB
---	SIDEWALK
---	EDGE OF PAVEMENT
---	ROADWAY CENTERLINE
---	EX. OF ELECTRIC LINES
---	EX. OF ELECTRIC LINES
---	EX. WATER LINES
---	EX. SEWER LINES
---	EX. STORM DRAIN
---	EX. GAS LINE
---	EX. UG. CABLE
---	EX. FIBER OPTIC
---	EX. FENCE LINES
---	EX. SIDEWALK
---	EX. EASEMENT
---	PR. WATER LINE
---	PR. SEWER LINE
---	PR. STORM DRAIN
---	DRAINAGE BASIN
---	EASEMENT
---	EX.
---	PR.
---	UTILITY POLE
---	FIRE HYDRANT
---	LIGHT POLE
---	TELEPHONE PEDESTAL
---	WATER VALVE
---	WATER METER
---	SEWER MANHOLE
---	DRAINAGE MANHOLE
---	ELECTRICAL BOX



- NOTES:**
1. ALL SIDEWALK DRIVE/STREET CROSSINGS SHALL MEET CURRENT ADA AND CITY REGULATIONS.
  2. ALL WORK AND MATERIALS SHALL CONFORM WITH ALL CITY OF OXFORD REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
  3. THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO DIGGING. EXISTING UTILITIES SHOWN ON PLAN ARE APPROXIMATE. ANY DAMAGE TO SUCH UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
  4. THE CITY OF OXFORD SHALL HAVE THE RIGHT TO ENTER THE PROPERTY FOR THE PURPOSE OF MAINTAINING THE DRAINAGE, WATER, AND SEWER SYSTEMS LOCATED WITHIN PUBLIC EASEMENTS. HOWEVER, THE CITY DOES NOT HAVE THE RESPONSIBILITY TO REPAIR ANY DAMAGE TO THE YARDS, PARKING LOTS, STREETS OR DRIVES CAUSED BY SOIL SETTLEMENT OR OTHER REASONS THAT ARE NOT DIRECTLY CAUSED BY THE CITY'S ACTION OF PERFORMING MAINTENANCE TO THE UNDERGROUND SYSTEMS.
  5. DIMENSIONS ARE TO FACE OF CURB, UNLESS OTHERWISE NOTED.
  6. SANITARY SEWER FROM THIS DEVELOPMENT FLOWS TO THE CITY OF OXFORD WASTE WATER TREATMENT FACILITY.
  7. DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT ALL SIGHT TRIANGLES ARE CLEAR OF OBSTRUCTIONS.
  8. TEMPORARY ALL-WEATHER ACCESS ROAD SHALL BE CONSTRUCTED AT LINES AND GRADES AS PER DESIGN PLAN & PROFILE SHEETS AND SHALL BE MAINTAINED UNTIL SUCH TIME AS FINAL DESIGN ASPHALT, CURB & GUTTER IS CONSTRUCTED. SEE SHEET 27 - TYPICAL SECTIONS FOR DETAILS.
  9. IF ANY ADJACENT LOTS 12, 13, OR 14 INTEND TO USE THE EXTENSION OF CONCORDIA AVENUE AS A FIRE ACCESS ROAD, REQUIRED NECESSARY DEAD-END FIRE APPARATUS ACCESS ROAD TURNAROUND SHALL BE INSTALLED AND APPROVED AS PART OF SITE PLAN DEVELOPMENT/APPROVAL. FIRE APPARATUS TURNAROUND SHALL COMPLY WITH APPENDIX D OF THE LATEST VERSION OF THE INTERNATIONAL FIRE CODE AND WITH THE CITY OF OXFORD REQUIREMENTS.

**FEMA NOTE:**  
 ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM), THIS PROPERTY IS LOCATED IN ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA, PER FIRMS MAP NO. 28071 C0144C AND MAP NO. 28071 C0175C EFFECTIVE DATE: NOVEMBER 26, 2010.

**BENCHMARK (B.M.):**  
 BRASS DISK FOUND IN CONCRETE WITH AN ELEVATION OF 556.10, SAID DISK LOCATED SOUTH 2,916.37 FEET AND WEST 32.92 FEET FROM THE POB OF TRACT 1 (BRASS DISC BEING NGS MONUMENT WITH DESIGNATION MOLLY AND PID = AJ7821).

REVISION	APPROVAL DATE
ITEM NO.	DESCRIPTION OF CHANGE



**DIVISION OF ENGINEERING**

**SITE LAYOUT**

**OXFORD, MS**

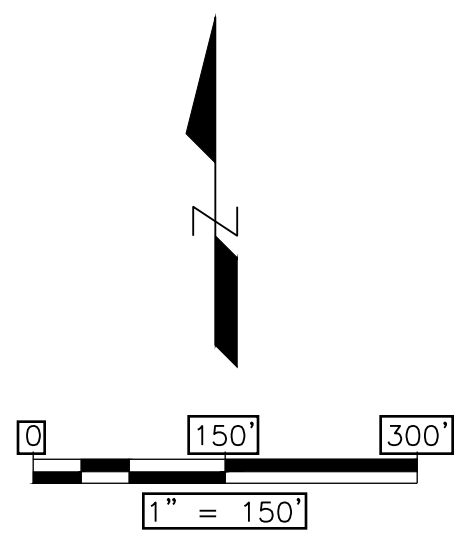
SURVEY: WILLIAMS ENGINEERING  
 DESIGN BY: J. GRANBERRY, P.E.  
 DRAWN BY: J. GRANBERRY, P.E.

DATE: 6/3/2019  
 DATE: 5/28/2020  
 DATE: 5/28/2020

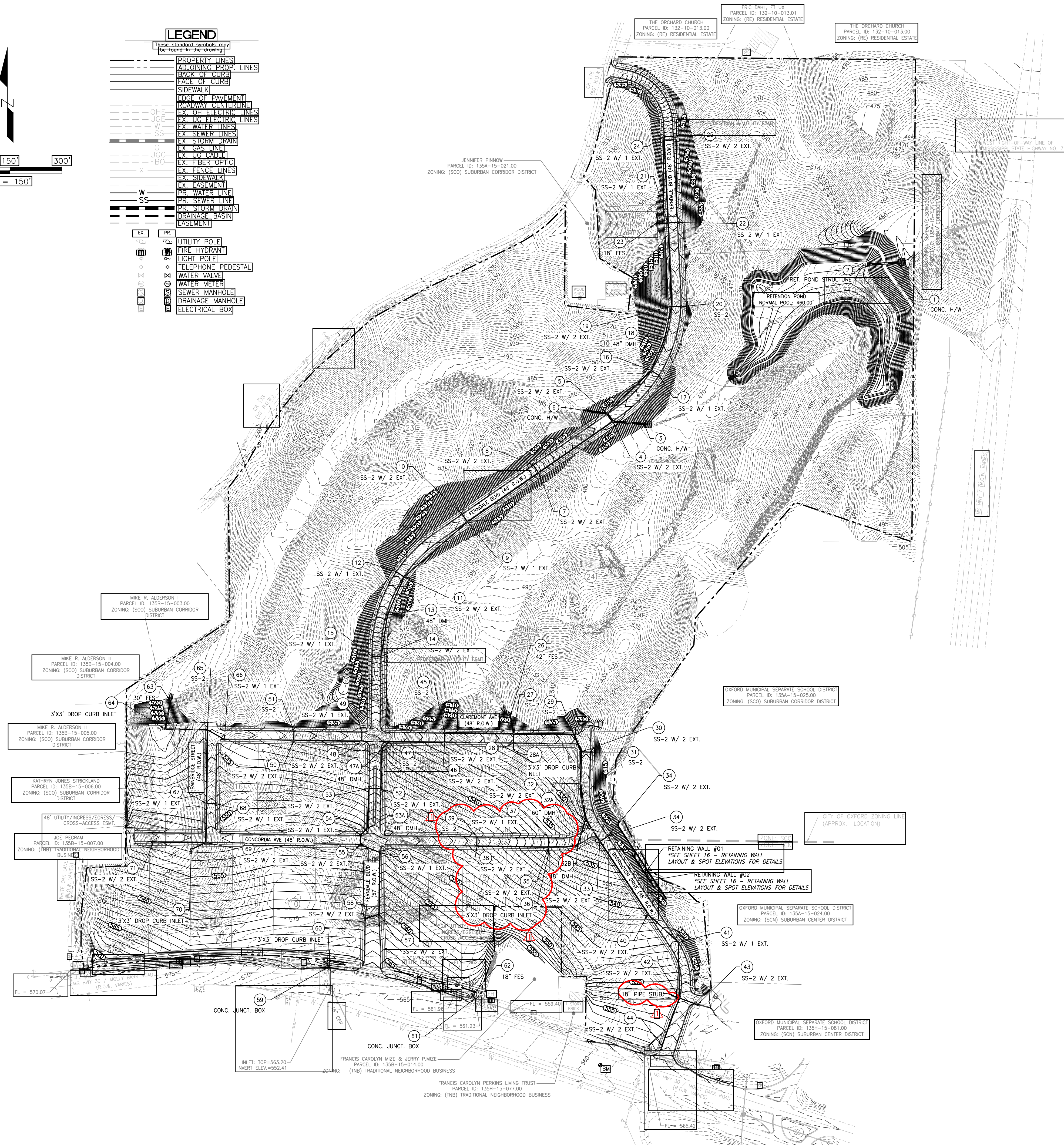
PROJECT NO.: 1000-21  
 BOOK:  
 SCALE: 1" = 150'

**COLONNADE CROSSING SUBDIVISION**

OWNER: MFM DEVELOPMENT, LLC  
 ENGINEER: GRANBERRY & ASSOCIATES, LLC



LEGEND	
[Use standard symbols, may vary from those in the drawings]	
[Symbol]	PROPERTY LINES
[Symbol]	ADJOINING PROP. LINES
[Symbol]	BACK OF CURB
[Symbol]	FACE OF CURB
[Symbol]	SIDEWALK
[Symbol]	EDGE OF PAVEMENT
[Symbol]	ROADWAY CENTERLINE
[Symbol]	EX. OF ELECTRIC LINES
[Symbol]	EX. OF TELEPHONE LINES
[Symbol]	EX. WATER LINES
[Symbol]	EX. SEWER LINES
[Symbol]	EX. STORM DRAIN
[Symbol]	EX. GAS LINE
[Symbol]	EX. UTILITY
[Symbol]	EX. FIBER OPTIC
[Symbol]	EX. FENCE LINES
[Symbol]	EX. SIDEWALK
[Symbol]	EX. BASEMENT
[Symbol]	PR. WATER LINE
[Symbol]	PR. SEWER LINE
[Symbol]	PR. STORM DRAIN
[Symbol]	DRAINAGE BASIN
[Symbol]	EASEMENT
[Symbol]	EX. UTILITY POLE
[Symbol]	FIRE HYDRANT
[Symbol]	LIGHT POLE
[Symbol]	TELEPHONE PEDESTAL
[Symbol]	WATER VALVE
[Symbol]	WATER METER
[Symbol]	SEWER MANHOLE
[Symbol]	DRAINAGE MANHOLE
[Symbol]	ELECTRICAL BOX



- GRADING & DRAINAGE NOTES:**
1. ALL SIDEWALK DRIVE/STREET CROSSINGS SHALL MEET CURRENT ADA AND CITY REGULATIONS.
  2. ALL WORK AND MATERIALS SHALL CONFORM WITH ALL CITY OF OXFORD REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
  3. THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO DIGGING. EXISTING UTILITIES SHOWN ON PLAN ARE APPROXIMATE. ANY DAMAGE TO SUCH UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
  4. THE CITY OF OXFORD SHALL HAVE THE RIGHT TO ENTER THE PROPERTY FOR THE PURPOSE OF MAINTAINING THE DRAINAGE, WATER, AND SEWER SYSTEMS LOCATED WITHIN PUBLIC EASEMENTS. HOWEVER, THE CITY DOES NOT HAVE THE RESPONSIBILITY TO REPAIR ANY DAMAGE TO THE YARDS, PARKING LOTS, STREETS OR DRIVES CAUSED BY SOIL SETTLEMENT OR OTHER REASONS THAT ARE NOT DIRECTLY CAUSED BY THE CITY'S ACTION OF PERFORMING MAINTENANCE TO THE UNDERGROUND SYSTEMS.
  5. DIMENSIONS ARE TO FACE OF CURB, UNLESS OTHERWISE NOTED.
  6. ALL PIPE SHALL BE HIGH DENSITY POLYETHYLENE (HDPE) PIPE, UNLESS OTHERWISE NOTED.
  7. SANITARY SEWER FROM THIS DEVELOPMENT FLOWS TO THE CITY OF OXFORD WASTE WATER TREATMENT FACILITY.
  8. DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT ALL SIGHT TRIANGLES ARE CLEAR OF OBSTRUCTIONS.
  9. TEMPORARY ALL-WEATHER ACCESS ROAD SHALL BE CONSTRUCTED AT LINES AND GRADES AS PER DESIGN PLAN & PROFILE SHEETS AND SHALL BE MAINTAINED UNTIL SUCH TIME AS FINAL DESIGN ASPHALT, CURB & GUTTER IS CONSTRUCTED. SEE SHEET 27 - TYPICAL SECTIONS FOR DETAILS.
  10. SEE SHEET 12 - GRADING & DRAINAGE - SOUTH AND SHEET 13 - GRADING & DRAINAGE - NORTH FOR INDIVIDUAL STRUCTURES DRAINAGE BASIN AREAS.
  11. ALL DRAINAGE PIPES AND STRUCTURES LOCATED OUTSIDE THE CITY OF OXFORD RIGHT OF WAY ARE PRIVATE AND NOT THE RESPONSIBILITY OF THE CITY.
  12. ALL DRAINAGE STRUCTURES THAT HAVE A DEPTH OF 10' OR MORE SHALL HAVE ACCESS STEPS INSIDE THE STRUCTURE, EXTENDING THE FULL HEIGHT THE STRUCTURE.

NOTE: ALL STRUCTURE AND PIPE TABLES FOR THIS SHEET ARE LOCATED ON SHEET 11 - GRADING & DRAINAGE TABLES

**FEMA NOTE:**  
 ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM), THIS PROPERTY IS LOCATED IN ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA, PER FIRMS MAP NO. 28071 C0144C AND MAP NO. 28071 C0175C EFFECTIVE DATE: NOVEMBER 26, 2010.

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REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE
1	REVISED DUE TO LAND SWAP & DEVELOPMENT	12/05/2020



**DIVISION OF ENGINEERING**  
**GRADING & DRAINAGE -- OVERALL**  
 OXFORD, MS

SURVEY: WILLIAMS ENGINEERING	DATE: 6/3/2019	PROJECT NO.: 1000-21
DESIGN BY: J. GRANBERRY, P.E.	DATE: 5/28/2020	BOOK:
DRAWN BY: J. GRANBERRY, P.E.	DATE: 5/28/2020	SCALE: 1" = 150'

COLONNADE CROSSING SUBDIVISION

OWNER: MFM DEVELOPMENT, LLC  
 ENGINEER: GRANBERRY & ASSOCIATES, LLC

STORM DRAINAGE - PIPE TABLE											
FROM	INV. ELEV.	TO	INV. ELEV.	PIPE DIA (IN)	LENGTH (FT)	SLOPE	D.A. (AC)	DESIGN FLOW, Q-25 (CFS)	DESIGN FLOW, Q-100 (CFS)	PIPE CAPACITY, Qc (CFS)	PIPE VELOCITY <sup>[5]</sup> (FPS)
2	460.00	1	459.22	60 <sup>[1]</sup>	78	1.00%	0.00	185.86 <sup>[2]</sup>	270.58 <sup>[2]</sup>	281.98	10.99
4	474.63	3	472.50	60 <sup>[1]</sup>	90	2.36%	49.49	349.35	363.46	433.50	20.29
5	475.26	4	474.63	60 <sup>[2]</sup>	28	2.25%	46.54	333.99	342.24	423.26	17.26
6	475.50	5	475.26	60 <sup>[1]</sup>	58	2.15%	41.36	299.66 <sup>[4]</sup>	299.66	413.60	15.61
7	494.90	4	482.09	18	261	4.91%	2.62	16.50	20.92	25.21	9.42
8	495.18	7	494.90	18	28	1.00%	0.41	3.38	4.15	6.46	3.64
9	501.75	7	494.90	18	250	2.74%	1.89	12.22	15.44	18.83	7.22
10	502.19	9	501.75	18	28	1.57%	0.88	6.23	7.84	8.10	5.72
11	504.91	9	501.75	18	243	1.30%	0.76	5.23	6.55	12.98	4.01
12	505.19	11	504.91	18	28	1.00%	0.17	1.40	1.72	6.46	2.80
13	510.44	11	504.91	18	120	4.60%	0.35	2.59	3.20	24.40	3.12
14	519.62	13	510.44	18	120	7.65%	0.35	2.79	3.40	31.46	4.04
15	519.90	14	519.62	18	28	1.00%	0.14	1.16	1.42	6.46	3.38
16	487.55	5	482.62	24	178	2.78%	4.82	32.44	40.14	40.85	10.33
17	489.70	16	488.06	18	28	5.86%	0.17	1.40	1.72	25.41	0.79
18	489.75	16	487.56	24	97	2.25%	4.26	28.95	35.76	36.74	9.22
19	491.75	18	489.75	24	99	2.03%	4.26	29.23	36.04	34.89	9.31
20	492.76	19	492.25	18	28	1.82%	0.17	1.40	1.72	14.17	0.79
21	494.65	19	491.75	24	241	1.20%	3.61	25.44	31.21	26.89	8.10
22	495.54	21	495.15	18	28	1.39%	0.17	1.40	1.72	12.39	0.79
23	496.00	21	494.65	24 <sup>[1]</sup>	35	1.00%	2.77	19.62	24.05	24.41	6.24
24	510.75	21	495.15	18	250	6.24%	0.53	4.29	5.28	28.42	3.48
25	512.45	24	510.75	18	28	6.07%	0.37	3.05	3.74	28.03	3.63
27	518.32	26	516.81	42 <sup>[1]</sup>	51	2.96%	20.28	132.72	166.16	187.71	14.00
28	524.70	27	524.14	18	28	2.00%	1.50	12.33	15.13	16.09	8.75
28A	525.00	28	524.70	18 <sup>[1]</sup>	20	1.50%	1.39	11.47	14.06	13.93	7.01
29	519.56	27	518.32	42	174	0.71%	12.14	80.95	100.43	91.98	9.18
30	519.97	29	519.56	42	55	0.75%	11.85	80.16	99.35	94.52	9.71
31	521.20	30	520.85	18	28	1.25%	0.14	1.16	1.42	11.74	0.65
32	521.69	30	520.47	36	91	1.35%	10.96	74.10	91.71	83.83	11.80
32A	523.47	32	521.69	36	106	1.68%	10.44	71.26	88.05	93.73	10.66
32B	528.84	32A	524.47	24	80	5.44%	4.12	28.85	35.45	57.12	9.91
33	525.87	32A	523.97	30	76	2.50%	6.32	43.47	53.64	70.29	9.56
34	527.15	33	526.87	18	28	1.00%	0.20	1.65	2.02	10.50	2.23
35	532.05	32B	528.84	24	83	3.86%	4.12	29.09	35.68	48.21	9.62
36	532.25	35	532.05	24 <sup>[1]</sup>	20	1.00%	2.65	18.77	23.01	24.50	6.67
37	532.83	35	532.55	18	28	1.00%	0.12	0.99	1.21	10.50	1.75
38	540.24	35	532.55	18	208	3.70%	1.23	9.71	12.00	21.89	6.10
39	540.52	38	540.24	18	28	1.00%	0.15	1.24	1.52	10.50	1.95
40	536.31	33	526.37	24	252	3.95%	3.61	25.53	31.34	48.69	8.79
41	541.83	40	536.81	18	121	4.16%	1.54	11.08	13.90	23.19	6.93
42	547.98	41	541.83	18	160	3.83%	1.34	9.89	12.36	22.27	6.33
STUB	548.12	42	547.98	18	14	1.00%	0.00	0.00	0.00	10.51	0.00
43	548.54	42	547.98	18	56	1.00%	0.33	2.64	3.24	10.51	2.80
44	552.58	42	547.98	18	148	3.10%	0.30	2.48	3.03	20.03	2.70
45	527.92	27	522.87	30	200	2.53%	6.53	46.34	58.27	70.60	12.66
46	528.45	45	527.92	30	28	1.89%	6.44	45.84	57.61	61.13	9.88
47	533.36	46	528.95	24	160	2.75%	5.60	40.36	50.62	40.62	13.42
48	534.15	47	533.36	24	79	1.00%	2.40	18.33	22.77	24.50	6.46
49	535.18	48	534.90	18	28	1.00%	0.11	0.91	1.11	10.50	1.77
50	536.85	48	534.90	18	196	1.12%	1.24	9.81	12.12	12.04	6.97
51	537.13	50	536.85	18	28	1.00%	0.16	1.32	1.52	10.50	2.01
47A	534.75	47	533.36	18	28	5.04%	3.08	22.25	27.89	25.54	12.59
52	538.42	47A	534.75	18	116	4.02%	3.08	22.45	28.11	22.82	12.70
53	541.02	52	539.42	18	35	4.57%	2.96	21.63	27.08	24.32	12.24
53A	546.17	53	541.02	18	116	4.44%	2.52	18.62	23.26	23.97	10.54
54	547.07	53A	546.17	18	28	3.28%	2.52	18.66	23.31	20.55	10.56
55	547.85	54	547.07	18	28	2.79%	2.41	17.90	22.34	18.99	10.13
56	548.63	55	547.85	18	61	1.28%	0.81	6.12	7.62	12.85	3.46
57	556.41	56	548.63	18	178	4.38%	0.68	5.45	6.72	23.79	3.09
58	556.97	57	556.41	18	44	1.28%	0.37	3.05	3.74	12.89	1.73

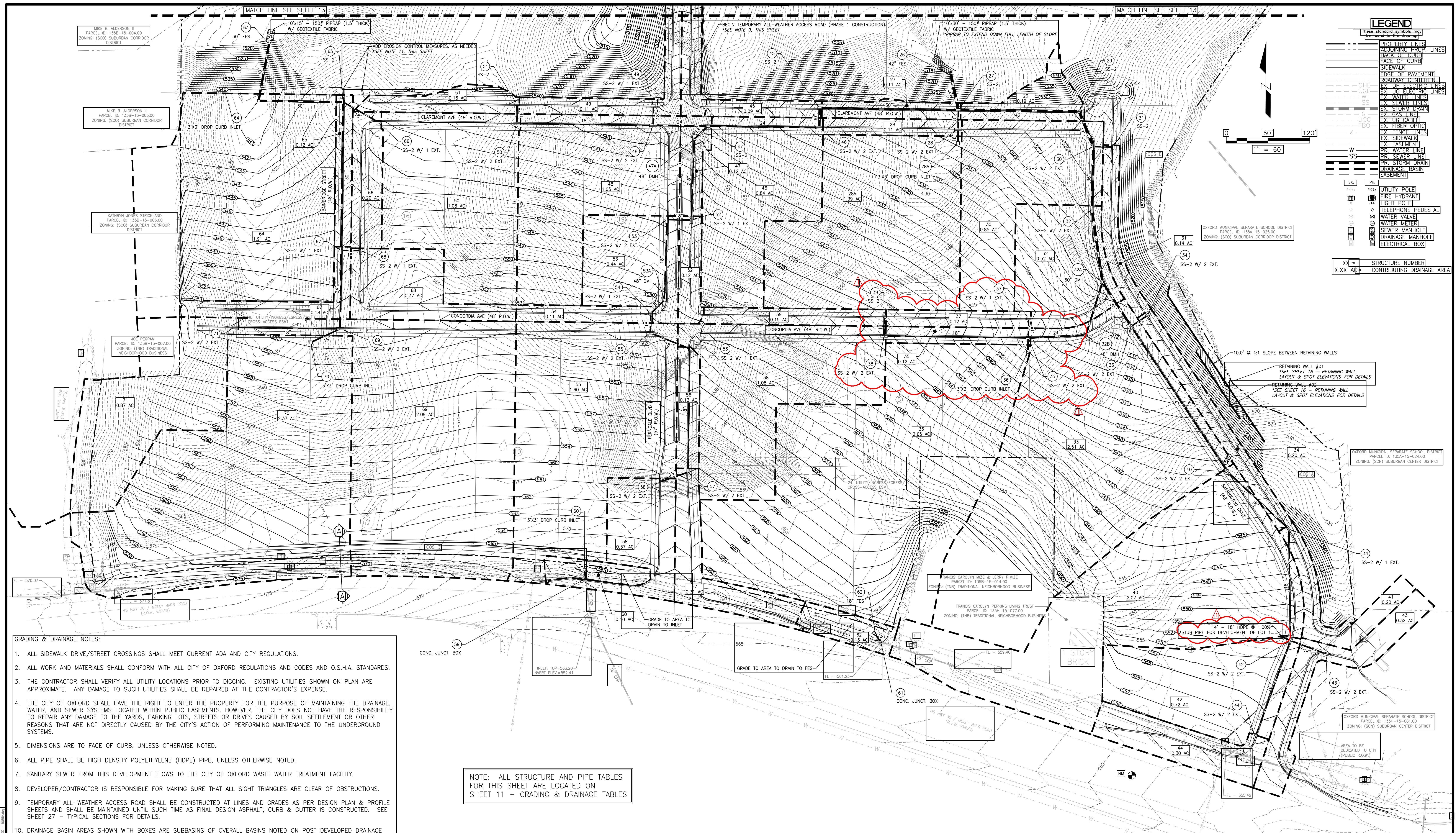
ALL PIPE SHALL BE HIGH DENSITY POLYETHYLENE PIPE (HDPE), UNLESS OTHERWISE NOTED.  
 ALL PIPES ARE PUBLIC UNLESS OTHERWISE NOTED.  
 [1] PIPE IS PRIVATE  
 [2] FLOW RATE AS CALCULATED FROM DETENTION CONTROL STRUCTURE  
 [3] PIPE SHALL BE HIGH-PERFORMANCE POLYPROPYLENE PIPE (HP STORM OR APPROVED EQUAL)  
 [4] 100-YR FLOW RATE IS USED FOR DESIGN CAPACITY FOR STORMWATER DETENTION CONVEYANCE  
 [5] VELOCITY SHOWN IS RELATIVE TO THE 25-YEAR STORM EVENT  
 \*INDICATES PIPE SURCHARGE (HGL ABOVE CROWN OF PIPE) DURING 100-YR STORM EVENT

STORM DRAINAGE - PIPE TABLE											
FROM	INV. ELEV.	TO	INV. ELEV.	PIPE DIA (IN)	LENGTH (FT)	SLOPE	D.A. (AC)	DESIGN FLOW, Q-25 (CFS)	DESIGN FLOW, Q-100 (CFS)	PIPE CAPACITY, Qc (CFS)	PIPE VELOCITY <sup>[5]</sup> (FPS)
60	561.83	59	561.50	18	13	2.50%	0.20	1.65	1.01	9.87	2.24
62	561.29	61	561.23	18	13	0.50%	5.88	41.10	1.31	63.10	9.11
64	535.88	63	517.00	30 <sup>[1]</sup>	83	22.69%	8.11	54.68	67.63	211.65	12.23
65	538.19	64	535.88	30 <sup>[1]</sup>	122	1.90%	6.20	42.35	*52.26	61.17	9.06
66	539.62	65	539.19	18	57	0.75%	0.20	1.65	*2.02	9.87	2.24
67	542.50	66	539.19	30	214	2.02%	5.88	41.10	*50.51	63.10	9.11
68	544.03	67	543.50	18	28	1.89%	0.37	3.05	*3.74	6.46	3.76
69	545.80	67	543.00	24	113	2.48%	5.33	37.58	*46.11	38.57	12.81
70	547.50	69	546.30	18 <sup>[1]</sup>	46	2.58%	2.37	16.78	*20.58	18.28	9.64
71	548.31	69	546.30	18 <sup>[1]</sup>	152	1.32%	0.87	7.18	*8.80	13.08	4.81

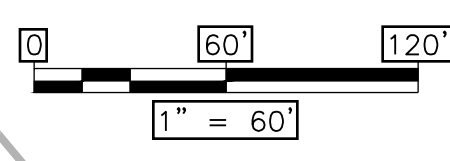
ALL PIPE SHALL BE HIGH DENSITY POLYETHYLENE PIPE (HDPE), UNLESS OTHERWISE NOTED.  
 ALL PIPES ARE PUBLIC UNLESS OTHERWISE NOTED.  
 [1] PIPE IS PRIVATE  
 [2] FLOW RATE AS CALCULATED FROM DETENTION CONTROL STRUCTURE  
 [3] PIPE SHALL BE HIGH-PERFORMANCE POLYPROPYLENE PIPE (HP STORM OR APPROVED EQUAL)  
 [4] 100-YR FLOW RATE IS USED FOR DESIGN CAPACITY FOR STORMWATER DETENTION CONVEYANCE  
 [5] VELOCITY SHOWN IS RELATIVE TO THE 25-YEAR STORM EVENT  
 \*INDICATES PIPE SURCHARGE (HGL ABOVE CROWN OF PIPE) DURING 100-YR STORM EVENT

STORM DRAINAGE - STRUCTURE TABLE										
STRUCTURE ID	TYPE OF STRUCTURE	INLET STATION & OFFSET	TC/RIM ELEV.	F.L. IN	F.L. OUT	D.A. (ACRES)	Q-25 (CFS)	Q CAPTURED (CFS)	Q BYPASS (CFS)	
1 <sup>[1]</sup>	CONC. HW	N/A	N/A	60' - 499.22' (W)	....	....	195.86 <sup>[2]</sup>	195.86 <sup>[2]</sup>	0.00	
2 <sup>[1]</sup>	RET. POND STRUCTURE	N/A	N/A	....	60' - 460.00' (E)	....	195.86 <sup>[2]</sup>	195.86 <sup>[2]</sup>	0.00	
3 <sup>[1]</sup>	CONC. HW	STA 20+23.82; 73.06' R	470.49'	60' - 472.50' (W)	....	....	349.35	2.77	....	
4	SS-2 W/ 2 EXT.	STA 19+60.89; 14.00' R	489.74'	18' - 482.09' (SW)	60' - 474.63' (NW)	0.33	349.35	2.77	0.00	
5	SS-2 W/ 2 EXT.	STA 19+60.89; 14.00' L	489.74'	60' - 475.26' (W)	60' - 475.26' (SE)	0.36	333.99	3.31	0.00	
6 <sup>[1]</sup>	CONC. HW	STA 19+18.22; 52.86' L	N/A	....	60' - 475.50' (E)	41.36	299.66 <sup>[3]</sup>	299.66 <sup>[3]</sup>	0.00	
7	SS-2 W/ 2 EXT.	STA 17+00.00; 14.00' R	489.93'	18' - 494.90' (SW)	18' - 494.90' (NE)	0.32	16.34	2.59	0.05	
8	SS-2 W/ 2 EXT.	STA 17+00.00; 14.00' L	489.93'	18' - 494.90' (SW)	18' - 494.90' (NW)	0.41	3.38	3.38	0.33	
9	SS-2 W/ 1 EXT.	STA 14+50.00; 14.00' R	505.94'	18' - 501.75' (SW)	18' - 501.75' (NE)	0.25	12.10	2.06	0.00	
10	SS-2 W/ 2 EXT.	STA 14+50.00; 14.00' L	505.94'	....	18' - 502.19' (SE)	0.88	6.23	5.90	0.33	
11	SS-2 W/ 2 EXT.	STA 12+00.00; 14.00' R	508.94'	18' - 504.91' (SW)	18' - 504.91' (NE)	0.24	5.17	1.98	0.00	
12	SS-2 W/ 1 EXT.	STA 12+00.00; 14.00' L	508.94'	....	18' - 505.19' (SE)	0.17	1.40	1.44	0.00	
13	48" DMH	STA 10+74.54; 16.50' R	514.44'	18' - 510.44' (S)	....	....	2.56	....	....	
14	SS-2 W/ 2 EXT.	STA 9+49.98; 14.00' R	523.65'	18' - 519.62' (W)	18' - 519.62' (N)	0.21	2.75	1.73	0.00	
15	SS-2 W/ 1 EXT.	STA 9+49.98; 14.00' L	523.65'	....	18' - 519.90' (E)	0.14	1.16	1.11	0.04	
16	SS-2 W/ 2 EXT.	STA 21+45.71; 14.00' L	493.46'	24' - 487.56' (NE)	24' - 487.56' (SW)	0.39	32.44	3.22	0.00	
17	SS-2 W/ 1 EXT.	STA 21+45.71; 14.00' R	493.46'	....	18' - 489.70' (NW)	0.17	1.40	1.61	0.00	
18	48" DMH	STA 22+47.19; 16.50' L	495.81'	24' - 489.75' (N)	24' - 489.75' (SW)	0.00	28.95	....	....	
19	SS-2 W/ 2 EXT.	STA 23+50.00; 14.00' L	497.50'	24' - 491.75' (N)	24' - 491.75' (S)	0.48	29.23	3.96	0.00	
20	SS-2	STA 23+50.00; 14.00' R	497.50'	....	18' - 492.76' (W)	0.17	1.40	1.20	0.21	
21	SS-2 W/ 1 EXT.	STA 25+92.26; 14.00' L	501.64'	18' - 495.15' (N)	24' - 494.65' (S)	0.14	25.44	1.25	0.00	
22	SS-2 W/ 1 EXT.	STA 25+92.26; 14.00' R	501.64'	....	18' - 495.54' (W)	0.17	1.40	1.63	0.00	
23 <sup>[1]</sup>	18" FES	STA 25+92.26; 49.26' L	497.16'	....	24' - 495.00' (E)	2.77	19.62	19.62	0.00	
24	SS-2 W/ 1 EXT.	STA 28+42.26; 14.00' L	516.26'	18' - 510.75' (E)	18' - 510.75' (S)	0.16	4.29	1.22	0.10	
25	SS-2 W/ 2 EXT.	STA 28+42.26; 14.00' R	516.26'	....	18' - 512.45' (W)	0.37	3.05	2.83	0.22	
26 <sup>[1]</sup>	42" FES	STA 8+61.23; 63.65' L	520.50'	42' - 516.81' (S)	....	....	132.72</			





LEGEND	
	PROPERTY LINES
	ADJOINING PROP. LINES
	BACK OF CURB
	FACE OF CURB
	EDGE OF PAVEMENT
	ROADWAY CENTERLINE
	EDGE OF ELECTRIC LINES
	EDGE OF ELECTRIC LINES
	EDGE OF GAS LINES
	EDGE OF SEWER LINES
	EDGE OF STORM DRAIN
	EDGE OF GAS LINE
	EDGE OF UG CABLE
	EDGE OF FIBER OPTIC
	EDGE OF STORM DRAIN
	EDGE OF SIDEWALK
	EDGE OF EASEMENT
	PR WATER LINE
	PR SEWER LINE
	PR STORM DRAIN
	DRAINAGE BASIN
	EASEMENT
	UTILITY POLE
	FIRE HYDRANT
	LIGHT POLE
	TELEPHONE PEDESTAL
	WATER VALVE
	WATER METER
	SEWER MANHOLE
	DRAINAGE MANHOLE
	ELECTRICAL BOX
	XX - STRUCTURE NUMBER
	X.XX AC - CONTRIBUTING DRAINAGE AREA

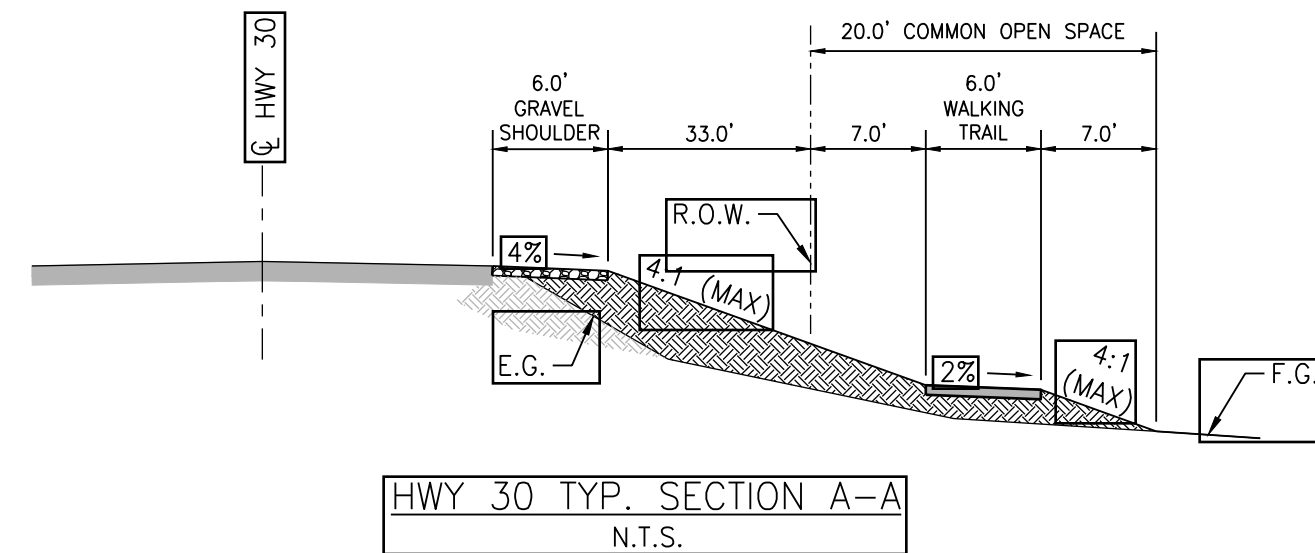


- GRADING & DRAINAGE NOTES:**
1. ALL SIDEWALK DRIVE/STREET CROSSINGS SHALL MEET CURRENT ADA AND CITY REGULATIONS.
  2. ALL WORK AND MATERIALS SHALL CONFORM WITH ALL CITY OF OXFORD REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
  3. THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO DIGGING. EXISTING UTILITIES SHOWN ON PLAN ARE APPROXIMATE. ANY DAMAGE TO SUCH UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
  4. THE CITY OF OXFORD SHALL HAVE THE RIGHT TO ENTER THE PROPERTY FOR THE PURPOSE OF MAINTAINING THE DRAINAGE, WATER, AND SEWER SYSTEMS LOCATED WITHIN PUBLIC EASEMENTS. HOWEVER, THE CITY DOES NOT HAVE THE RESPONSIBILITY TO REPAIR ANY DAMAGE TO THE YARDS, PARKING LOTS, STREETS OR DRIVES CAUSED BY SOIL SETTLEMENT OR OTHER REASONS THAT ARE NOT DIRECTLY CAUSED BY THE CITY'S ACTION OF PERFORMING MAINTENANCE TO THE UNDERGROUND SYSTEMS.
  5. DIMENSIONS ARE TO FACE OF CURB, UNLESS OTHERWISE NOTED.
  6. ALL PIPE SHALL BE HIGH DENSITY POLYETHYLENE (HDPE) PIPE, UNLESS OTHERWISE NOTED.
  7. SANITARY SEWER FROM THIS DEVELOPMENT FLOWS TO THE CITY OF OXFORD WASTE WATER TREATMENT FACILITY.
  8. DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT ALL SIGHT TRIANGLES ARE CLEAR OF OBSTRUCTIONS.
  9. TEMPORARY ALL-WEATHER ACCESS ROAD SHALL BE CONSTRUCTED AT LINES AND GRADES AS PER DESIGN PLAN & PROFILE SHEETS AND SHALL BE MAINTAINED UNTIL SUCH TIME AS FINAL DESIGN ASPHALT, CURB & GUTTER IS CONSTRUCTED. SEE SHEET 27 - TYPICAL SECTIONS FOR DETAILS.
  10. DRAINAGE BASIN AREAS SHOWN WITH BOXES ARE SUBBASINS OF OVERALL BASINS NOTED ON POST DEVELOPED DRAINAGE SHEET. INDIVIDUAL SUBBASINS ARE DRAINING TO STRUCTURE OR LOCATIONS AS INDICATED IN SAID BOX.
  11. IF DURING CONSTRUCTION ANY EROSION IS CAUSED BY STORMWATER DRAINING OFFSITE FROM CURB AND GUTTER, RIPRAP OR OTHER EROSION CONTROL MEASURES SHALL BE INSTALLED BY THE CONTRACTOR, TO STABILIZE THE DRAINAGE PATHS.
  12. ALL DRAINAGE STRUCTURES THAT HAVE A DEPTH OF 10' OR MORE SHALL HAVE ACCESS STEPS INSIDE THE STRUCTURE, EXTENDING THE FULL HEIGHT THE STRUCTURE.

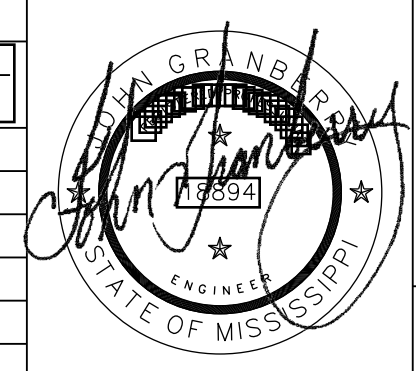
NOTE: ALL STRUCTURE AND PIPE TABLES FOR THIS SHEET ARE LOCATED ON SHEET 11 - GRADING & DRAINAGE TABLES

**FEMA NOTE:**  
 ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM), THIS PROPERTY IS LOCATED IN ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA, PER FIRMS MAP NO. 28071 C0144C AND MAP NO. 28071 C0175C EFFECTIVE DATE: NOVEMBER 26, 2010.

**BENCHMARK (B.M.):**  
 BRASS DISK FOUND IN CONCRETE WITH AN ELEVATION OF 556.10, SAID DISK LOCATED SOUTH 2,916.37 FEET AND WEST 32.92 FEET FROM THE POB OF TRACT 1 (BRASS DISC BEING NGS MONUMENT WITH DESIGNATION MOLLY AND PID = A17821).



REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE
1	REVISED DUE TO LAND SWAP & DEVELOPMENT	12/05/2020



**DIVISION OF ENGINEERING**  
**GRADING & DRAINAGE - SOUTH**  
 OXFORD, MS

SURVEY: WILLIAMS ENGINEERING  
 DESIGN BY: J. GRANBERRY, P.E.  
 DRAWN BY: J. GRANBERRY, P.E.

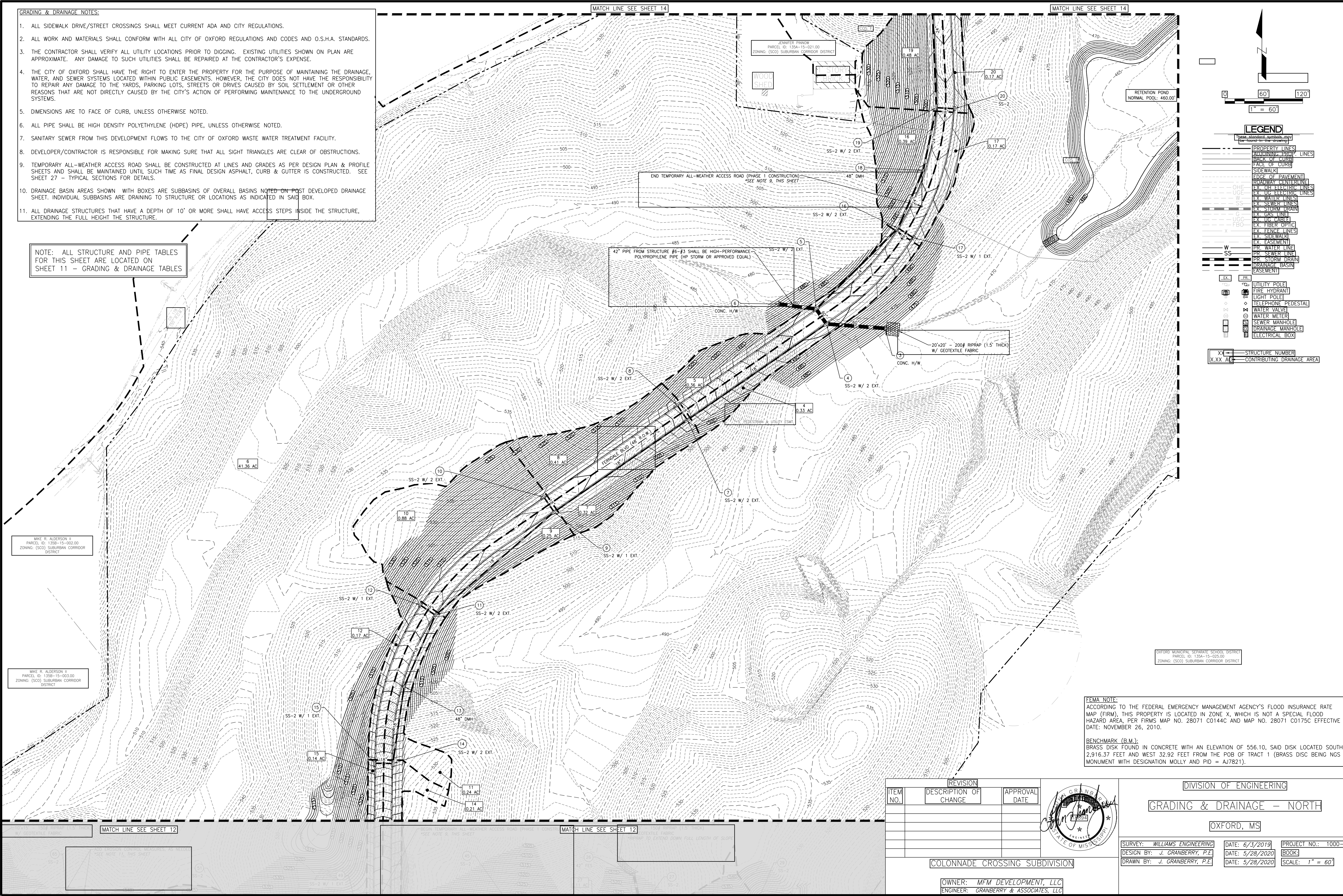
DATE: 6/3/2019  
 DATE: 5/28/2020  
 DATE: 5/28/2020

PROJECT NO.: 1000-21  
 BOOK:  
 SCALE: 1" = 60'

COLONNADE CROSSING SUBDIVISION  
 OWNER: MFM DEVELOPMENT, LLC  
 ENGINEER: GRANBERRY & ASSOCIATES, LLC

- GRADING & DRAINAGE NOTES:**
1. ALL SIDEWALK DRIVE/STREET CROSSINGS SHALL MEET CURRENT ADA AND CITY REGULATIONS.
  2. ALL WORK AND MATERIALS SHALL CONFORM WITH ALL CITY OF OXFORD REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
  3. THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO DIGGING. EXISTING UTILITIES SHOWN ON PLAN ARE APPROXIMATE. ANY DAMAGE TO SUCH UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
  4. THE CITY OF OXFORD SHALL HAVE THE RIGHT TO ENTER THE PROPERTY FOR THE PURPOSE OF MAINTAINING THE DRAINAGE, WATER, AND SEWER SYSTEMS LOCATED WITHIN PUBLIC EASEMENTS. HOWEVER, THE CITY DOES NOT HAVE THE RESPONSIBILITY TO REPAIR ANY DAMAGE TO THE YARDS, PARKING LOTS, STREETS OR DRIVES CAUSED BY SOIL SETTLEMENT OR OTHER REASONS THAT ARE NOT DIRECTLY CAUSED BY THE CITY'S ACTION OF PERFORMING MAINTENANCE TO THE UNDERGROUND SYSTEMS.
  5. DIMENSIONS ARE TO FACE OF CURB, UNLESS OTHERWISE NOTED.
  6. ALL PIPE SHALL BE HIGH DENSITY POLYETHYLENE (HDPE) PIPE, UNLESS OTHERWISE NOTED.
  7. SANITARY SEWER FROM THIS DEVELOPMENT FLOWS TO THE CITY OF OXFORD WASTE WATER TREATMENT FACILITY.
  8. DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT ALL SIGHT TRIANGLES ARE CLEAR OF OBSTRUCTIONS.
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  10. DRAINAGE BASIN AREAS SHOWN WITH BOXES ARE SUBBASINS OF OVERALL BASINS NOTED ON POST DEVELOPED DRAINAGE SHEET. INDIVIDUAL SUBBASINS ARE DRAINING TO STRUCTURE OR LOCATIONS AS INDICATED IN SAID BOX.
  11. ALL DRAINAGE STRUCTURES THAT HAVE A DEPTH OF 10' OR MORE SHALL HAVE ACCESS STEPS INSIDE THE STRUCTURE, EXTENDING THE FULL HEIGHT THE STRUCTURE.

NOTE: ALL STRUCTURE AND PIPE TABLES FOR THIS SHEET ARE LOCATED ON SHEET 11 - GRADING & DRAINAGE TABLES



**LEGEND**

(These standard symbols may vary from those shown here)

- PROPERTY LINES
- ADJOINING PROP. LINES
- BACK OF CURB
- FACE OF CURB
- SIDEWALK
- EDGE OF PAVEMENT
- ROADWAY CENTERLINE
- EX. OH. ELECTRIC LINES
- EX. UT. ELECTRIC LINES
- EX. WATER LINES
- EX. SEWER LINES
- EX. STORM DRAIN
- EX. GAS LINE
- EX. FIBER OPTIC
- EX. FENCE LINES
- EX. SIDEWALK
- EX. EASEMENT
- PR. WATER LINE
- PR. SEWER LINE
- PR. STORM DRAIN
- DRAINAGE BASIN EASEMENT
- UTILITY POLE
- FIRE HYDRANT
- LIGHT POLE
- TELEPHONE PEDESTAL
- WATER VALVE
- WATER METER
- SEWER MANHOLE
- DRAINAGE MANHOLE
- ELECTRICAL BOX
- STRUCTURE NUMBER
- CONTRIBUTING DRAINAGE AREA

**FEMA NOTE:**  
 ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM), THIS PROPERTY IS LOCATED IN ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA, PER FIRMS MAP NO. 28071 C0144C AND MAP NO. 28071 C0175C EFFECTIVE DATE: NOVEMBER 26, 2010.

**BENCHMARK (B.M.):**  
 BRASS DISK FOUND IN CONCRETE WITH AN ELEVATION OF 556.10, SAID DISK LOCATED SOUTH 2,916.37 FEET AND WEST 32.92 FEET FROM THE POB OF TRACT 1 (BRASS DISC BEING NGS MONUMENT WITH DESIGNATION MOLLY AND PID = AJ7821).

REVISION	DESCRIPTION OF CHANGE	APPROVAL DATE



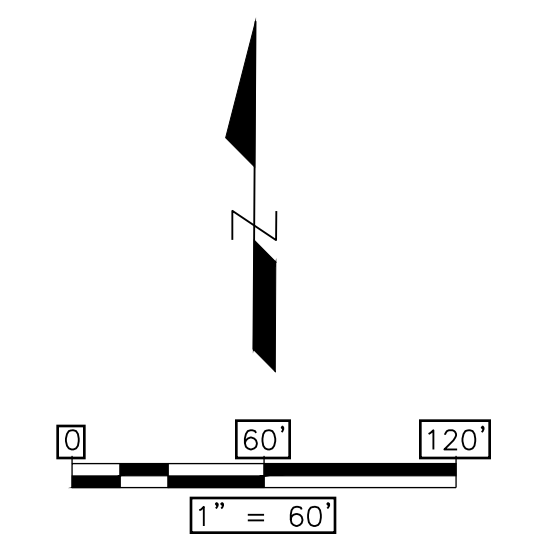
**DIVISION OF ENGINEERING**  
**GRADING & DRAINAGE -- NORTH**  
 OXFORD, MS

SURVEY: WILLIAMS ENGINEERING DATE: 6/3/2019 PROJECT NO.: 1000-21  
 DESIGN BY: J. GRANBERRY, P.E. DATE: 5/28/2020 BOOK:  
 DRAWN BY: J. GRANBERRY, P.E. DATE: 5/28/2020 SCALE: 1" = 60'

COLONNADE CROSSING SUBDIVISION  
 OWNER: MFM DEVELOPMENT, LLC  
 ENGINEER: GRANBERRY & ASSOCIATES, LLC

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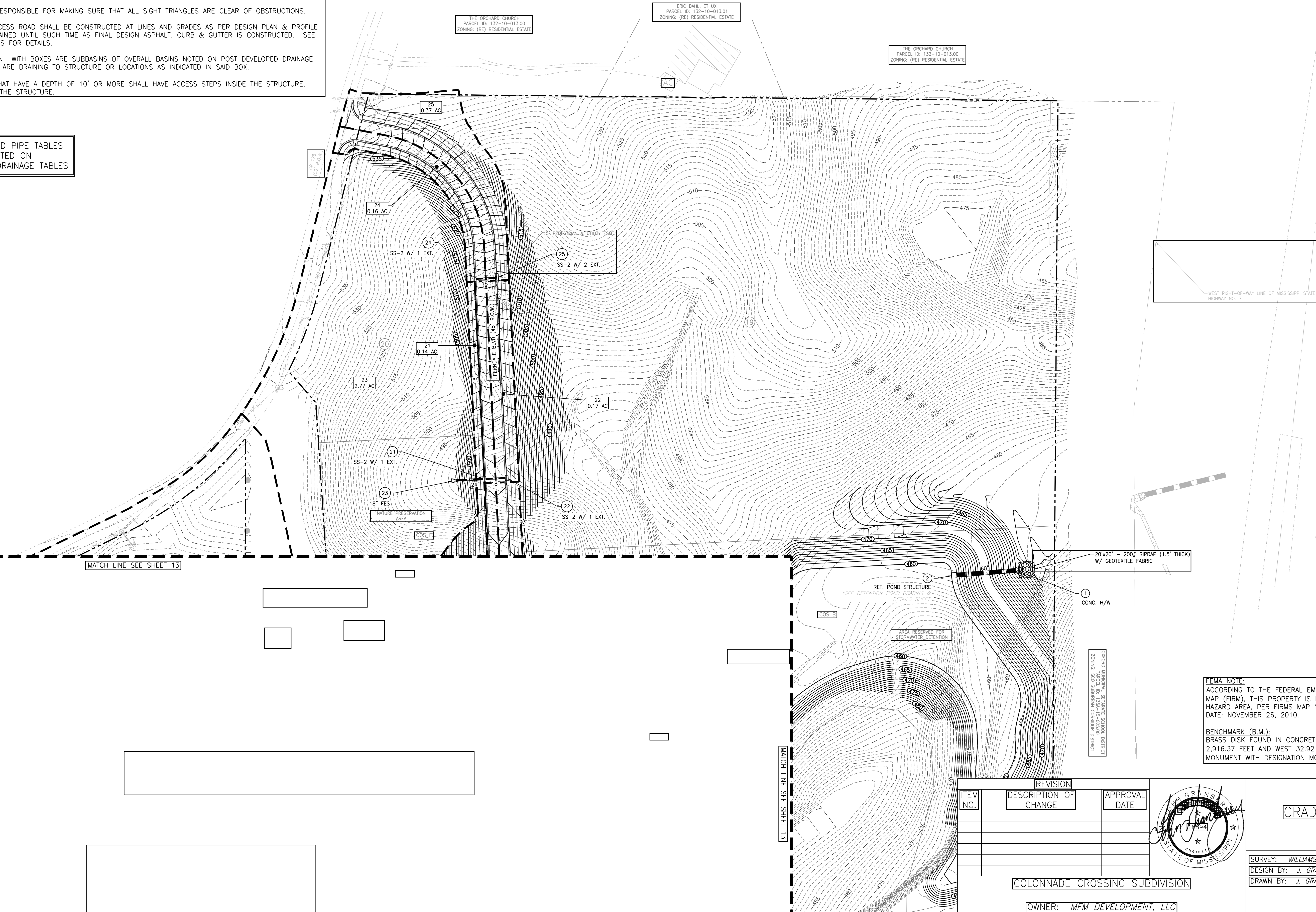


**LEGEND**

*(These standard symbols may be found in the drawing)*

---	PROPERTY LINES
---	ADJOINING PROP. LINES
---	BACK OF CURB
---	FACE OF CURB
---	SIDEWALK
---	EDGE OF PAVEMENT
---	ROADWAY CENTERLINE
---	EX. OF ELECTRIC LINES
---	EX. OF ELECTRIC LINES
---	EX. WATER LINES
---	EX. WATER LINES
---	EX. SEWER LINES
---	EX. SEWER LINES
---	EX. STORM DRAIN
---	EX. GAS LINE
---	EX. FIBER OPTIC
---	EX. FENCE LINES
---	EX. SIDEWALK
---	EX. EASEMENT
---	PR. WATER LINE
---	PR. SEWER LINE
---	PR. STORM DRAIN
---	DRAINAGE BASIN
---	EASEMENT
---	UTILITY POLE
---	FIRE HYDRANT
---	LIGHT POLE
---	TELEPHONE PEDESTAL
---	WATER VALVE
---	WATER METER
---	SEWER MANHOLE
---	DRAINAGE MANHOLE
---	ELECTRICAL BOX

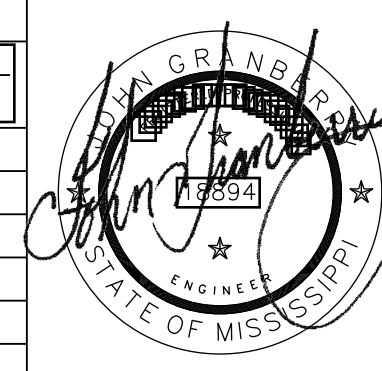
XX - STRUCTURE NUMBER  
 X.XX AC - CONTRIBUTING DRAINAGE AREA



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ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE

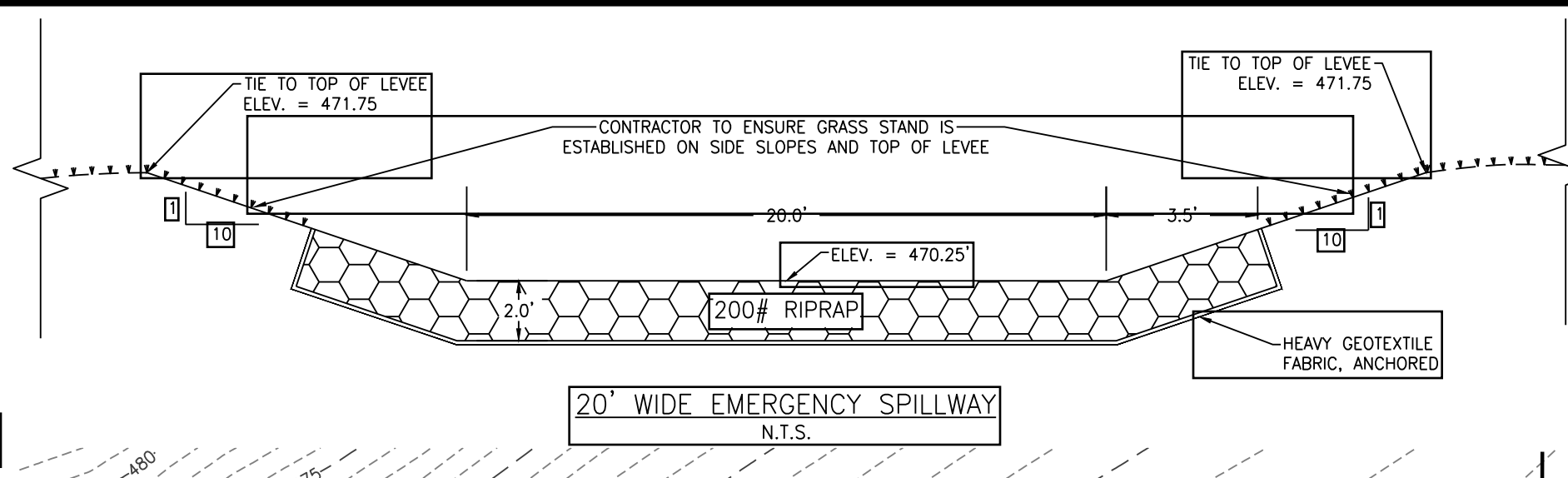
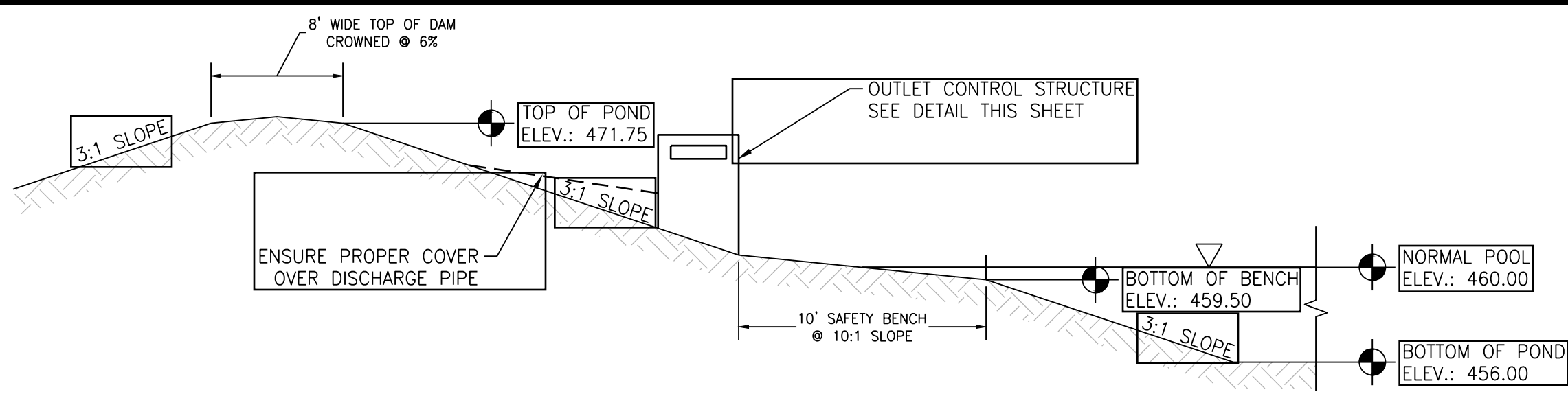


**DIVISION OF ENGINEERING**  
**GRADING & DRAINAGE -- NORTH**  
 OXFORD, MS

SURVEY: WILLIAMS ENGINEERING  
 DESIGN BY: J. GRANBERRY, P.E.  
 DRAWN BY: J. GRANBERRY, P.E.  
 DATE: 6/3/2019  
 DATE: 5/28/2020  
 DATE: 5/28/2020  
 PROJECT NO.: 1000-21  
 BOOK:  
 SCALE: 1" = 60'

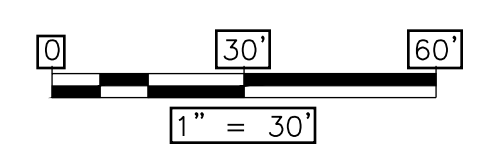
COLONNADE CROSSING SUBDIVISION

OWNER: MFM DEVELOPMENT, LLC  
 ENGINEER: GRANBERRY & ASSOCIATES, LLC



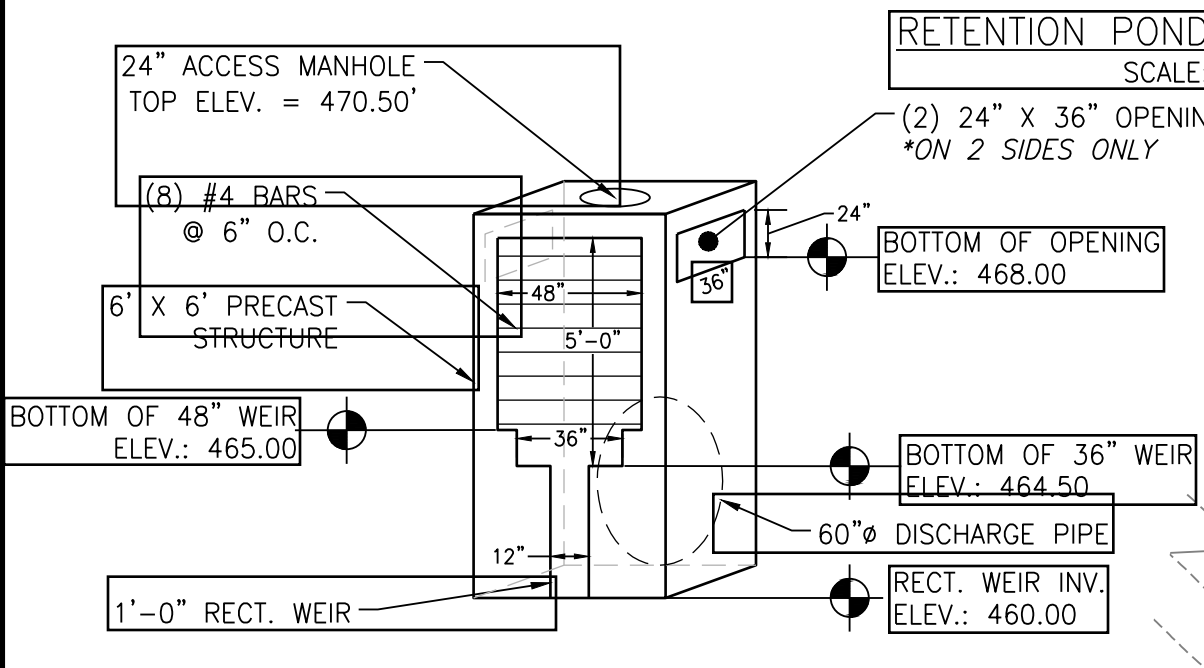
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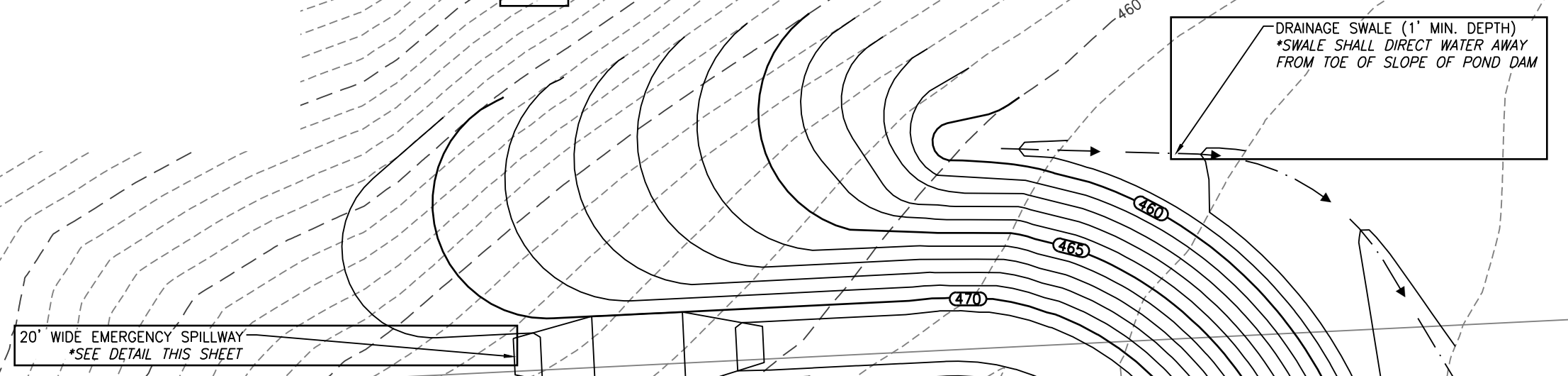


**LEGEND**

Symbol	Description
---	PROPERTY LINES
---	ADJOINING PROP. LINES
---	BACK OF CURB
---	FACE OF CURB
---	SIDEWALK
---	EDGE OF PAVEMENT
---	ROADWAY CENTERLINE
---	EX. OH. ELECTRIC LINES
---	EX. UF. ELECTRIC LINES
---	EX. WATER LINES
---	EX. SEWER LINES
---	EX. STORM DRAIN
---	EX. GAS LINE
---	EX. DRAINAGE
---	EX. FIBER OPTIC
---	EX. FENCE LINES
---	EX. SIDEWALK
---	EX. EASEMENT
---	PR. WATER LINE
---	PR. SEWER LINE
---	PR. STORM DRAIN
---	DRAINAGE BASIN
---	EASEMENT
---	UTILITY POLE
---	FIRE HYDRANT
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---	TELEPHONE PEDESTAL
---	WATER VALVE
---	WATER METER
---	SEWER MANHOLE
---	DRAINAGE MANHOLE
---	ELECTRICAL BOX



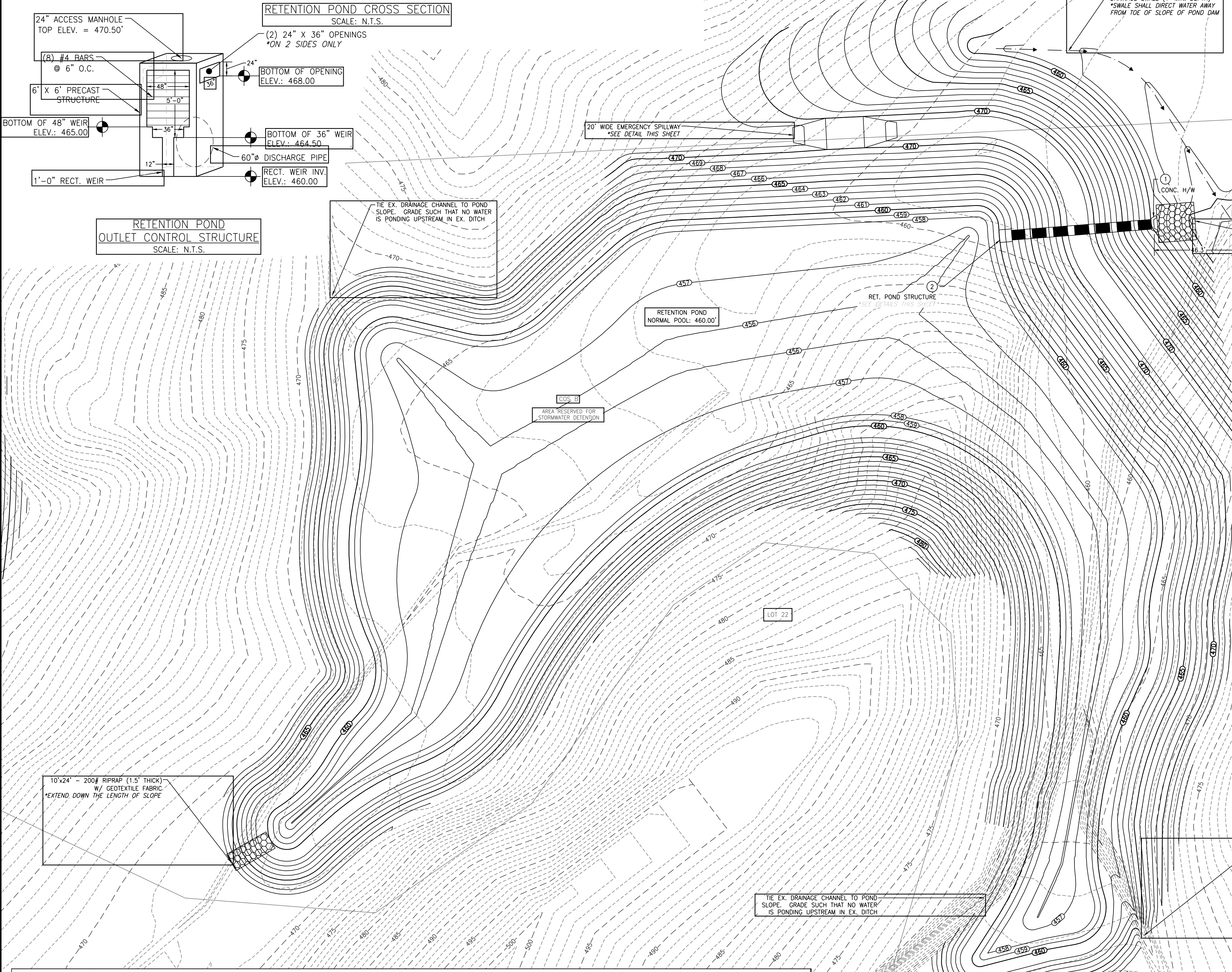
RETENTION POND CROSS SECTION  
 SCALE: N.T.S.



OXFORD MUNICIPAL SEPARATE SCHOOL DISTRICT  
 PARCEL ID: 1354-15-02950  
 ZONING: SCD SUBURBAN CORRIDOR DISTRICT

RETENTION POND  
 OUTLET CONTROL STRUCTURE  
 SCALE: N.T.S.

TIE EX. DRAINAGE CHANNEL TO POND  
 SLOPE. GRADE SUCH THAT NO WATER  
 IS PONDING UPSTREAM IN EX. DITCH



**DETENTION POND STAGE STORAGE DATA**

STAGE (ft)	ELEVATION (ft)	STORAGE VOLUME (cu. ft)	DISCHARGE (CFS)
0.00	460.00	0	0.00
1.00	461.00	73,072	3.23
2.00	462.00	153,818	9.30
3.00	463.00	238,694	17.02
4.00	464.00	329,854	26.20
5.00	465.00	430,212	38.82
6.00	466.00	534,297	63.44
7.00	467.00	644,829	95.47
8.00	468.00	765,319	134.35
9.00	469.00	889,109	196.41
10.00	470.00	1,019,510	258.88
11.00	471.00	1,160,638	332.30
11.75	471.75	1,264,513	474.98

- NOTES:**
- ALL WORK AND MATERIALS SHALL CONFORM WITH ALL CITY OF OXFORD REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
  - THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO DIGGING. EXISTING UTILITIES SHOWN ON PLAN ARE APPROXIMATE. ANY DAMAGE TO SUCH UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
  - THE CITY OF OXFORD SHALL HAVE THE RIGHT TO ENTER THE PROPERTY FOR THE PURPOSE OF MAINTAINING THE DRAINAGE, WATER, AND SEWER SYSTEMS LOCATED WITHIN PUBLIC EASEMENTS. HOWEVER, THE CITY DOES NOT HAVE THE RESPONSIBILITY TO REPAIR ANY DAMAGE TO THE YARDS, PARKING LOTS, STREETS OR DRIVES CAUSED BY SOIL SETTLEMENT OR OTHER REASONS THAT ARE NOT DIRECTLY CAUSED BY THE CITY'S ACTION OF PERFORMING MAINTENANCE TO THE UNDERGROUND SYSTEMS.
  - SANITARY SEWER FROM THIS DEVELOPMENT FLOWS TO THE CITY OF OXFORD WASTE WATER TREATMENT FACILITY.
  - DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT ALL SIGHT TRIANGLES ARE CLEAR OF OBSTRUCTIONS.

**DETENTION POND DATA**

DESIGN STORM EVENT	CONTROL STRUCTURE FLOW RATES, Q		60" DIA DISCHARGE PIPE FLOW RATE, Q (CFS)	20' EMERGENCY SPILLWAY FLOW RATE, Q (CFS)	TOTAL DISCHARGE, Q <sub>T</sub> (CFS)	ELEVATION (FT)	STORED VOLUME (CF)
	CUSTOM RECT. WEIR(S)	(2) 36"x24" RECT. ORIFICES					
2-YR	52.39 ic	0.00	52.39 ic	0.00	52.39 ic	465.60	491,151
10-YR	126.33 ic	0.00	126.33 ic	0.00	126.33 ic	467.81	741,245
25-YR	176.81 ic	19.04 ic	195.86 ic	0.00	195.86 ic	468.99	888,217
100-YR	242.82 ic	73.96 ic	270.58 ic	22.58	293.16 ic	470.69	1,116,126

\* oc = Outlet Control; ic = Inlet Control; s = Values adjusted for submergence

**REVISION**

ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE

**APPROVAL**

OWNER: MFM DEVELOPMENT, LLC  
 ENGINEER: GRANBERRY & ASSOCIATES, LLC

**DIVISION OF ENGINEERING**

**RETENTION POND GRADING & DETAILS**

**OXFORD, MS**

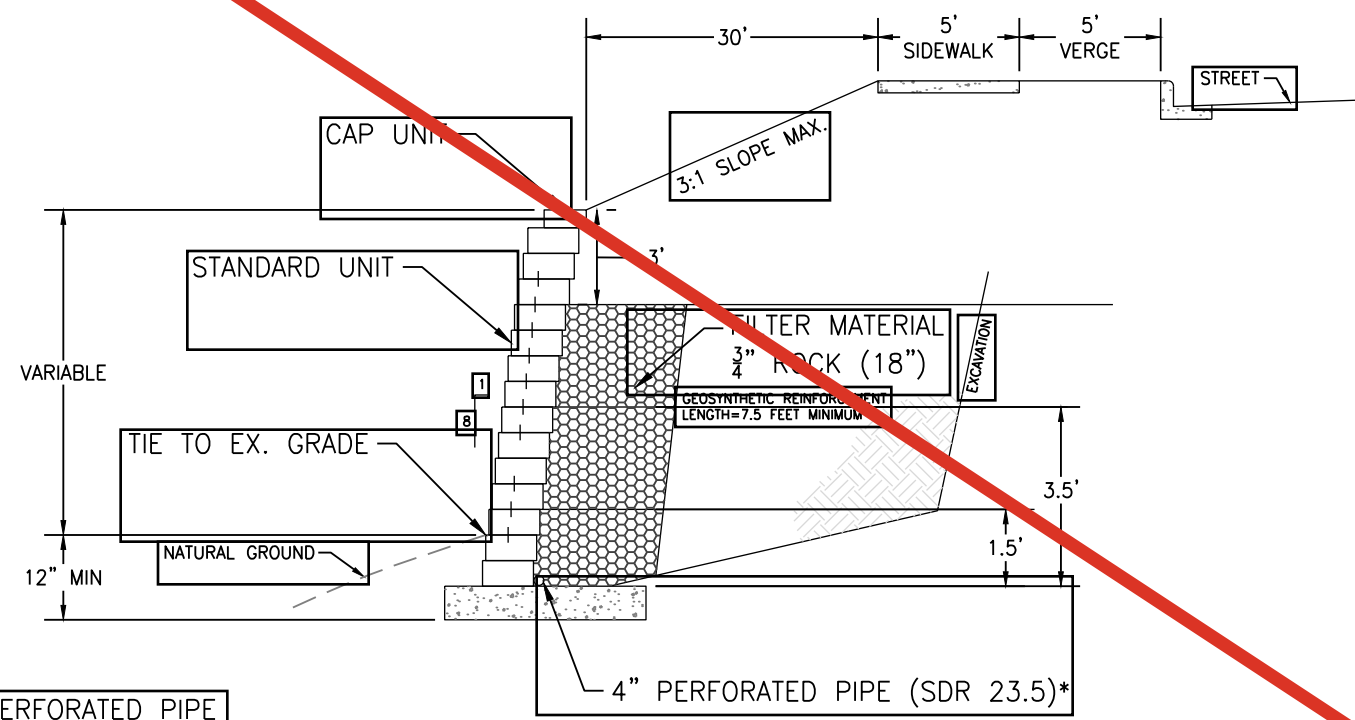
OWNER: MFM DEVELOPMENT, LLC  
 ENGINEER: GRANBERRY & ASSOCIATES, LLC

SURVEY: WILLIAMS ENGINEERING  
 DESIGN BY: J. GRANBERRY, P.E.  
 DRAWN BY: J. GRANBERRY, P.E.

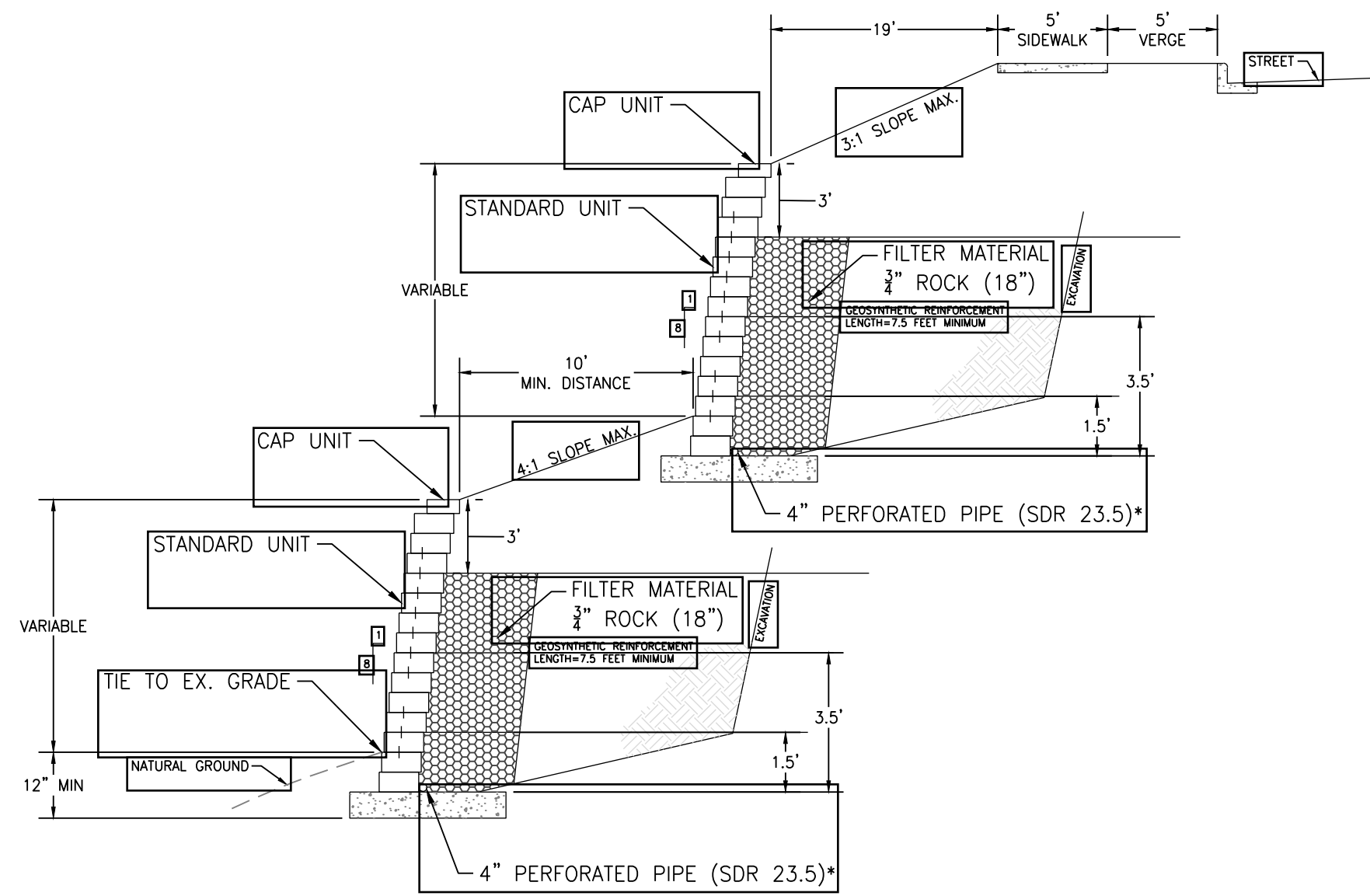
DATE: 6/3/2019  
 DATE: 5/28/2020  
 DATE: 5/28/2020

PROJECT NO.: 1000-21  
 BOOK:  
 SCALE: 1" = 30'

NOTE: RETAINING WALL TO BE CONSTRUCTED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.  
 MANUFACTURER'S LITERATURE (INCLUDING MATERIALS DESCRIPTION, INSTALLATION INSTRUCTIONS, AND DESIGN SPECIFICATIONS) SHALL BE SUBMITTED PRIOR TO INSTALLATION.  
 DETAILS SHOWN BELOW ARE TO BE USED AS A BASIC GUIDE (FOR ESTIMATING PURPOSES ONLY). FINAL DESIGN TO BE FURNISHED BY THE MANUFACTURER OR CONTRACTOR AND SIGNED AND SEALED BY A REGISTERED ENGINEER IN THE STATE OF MISSISSIPPI.



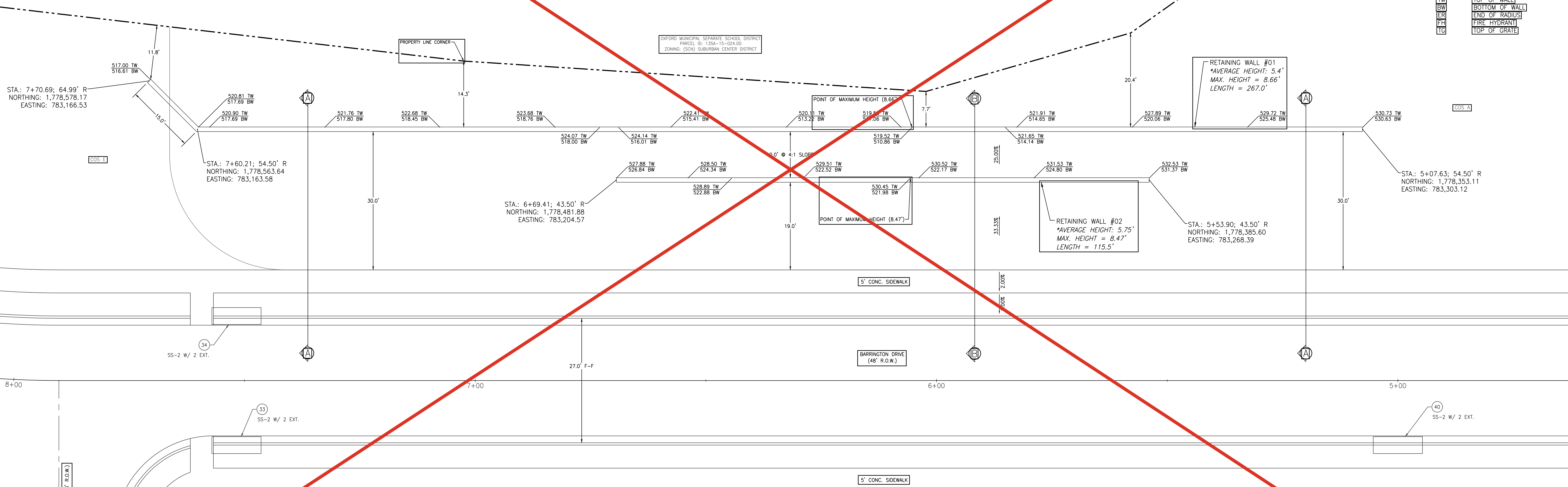
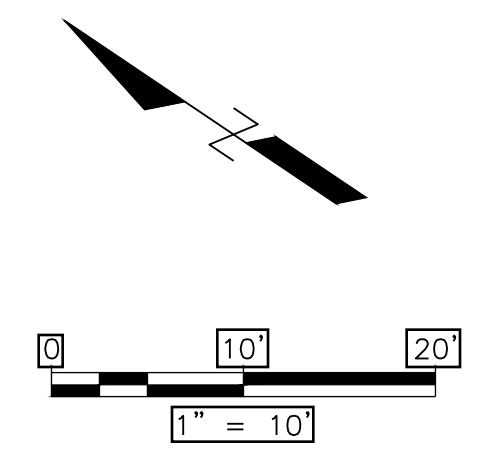
MODULAR RETAINING WALL SECTION A-A  
 SCALE: N.T.S.



MODULAR RETAINING WALL SECTION B-B  
 SCALE: N.T.S.

NOTE: 4" PERFORATED PIPE SHALL EXTEND BEYOND BOTH ENDS OF WALL IN ORDER TO DRAIN.

LEGEND	
(Symbol)	PROPERTY LINE
(Symbol)	EXISTING CURB LINES
(Symbol)	BACK OF CURB
(Symbol)	EDGE OF PAVEMENT
(Symbol)	ROADWAY CENTERLINE
(Symbol)	EX. OH. ELECTRIC LINES
(Symbol)	EX. UG. ELECTRIC LINES
(Symbol)	EX. WATER LINES
(Symbol)	EX. SEWER LINES
(Symbol)	EX. STORM DRAIN
(Symbol)	EX. GAS LINE
(Symbol)	EX. UG. FIBER
(Symbol)	EX. FIBER OPTIC
(Symbol)	EX. FENCE LINES
(Symbol)	EX. SIDEWALK
(Symbol)	EX. EASEMENT
(Symbol)	PR. WATER LINE
(Symbol)	PR. SEWER LINE
(Symbol)	PR. STORM DRAIN
(Symbol)	DRAINAGE BASIN
(Symbol)	EASEMENT
(Symbol)	UTILITY POLE
(Symbol)	FIRE HYDRANT
(Symbol)	LIGHT POLE
(Symbol)	TELEPHONE PEDESTAL
(Symbol)	WATER VALVE
(Symbol)	WATER METER
(Symbol)	SEWER MANHOLE
(Symbol)	DRAINAGE MANHOLE
(Symbol)	ELECTRICAL BOX
(Symbol)	EXISTING EDGE OF PAVEMENT
(Symbol)	EXISTING GRADE/EXISTING GROUND
(Symbol)	FINISHED GRADE
(Symbol)	FINISHED GRADE/GRADE BREAK
(Symbol)	FINISHED GRADE/HIGH POINT
(Symbol)	TOP OF CURB
(Symbol)	FLOWLINE
(Symbol)	SIDEWALK
(Symbol)	FINISHED FLOOR ELEVATION
(Symbol)	TOP OF WALL
(Symbol)	BOTTOM OF WALL
(Symbol)	END OF RADIUS
(Symbol)	FIRE HYDRANT
(Symbol)	TOP OF GRATE



- NOTES:
- ALL AREAS OF RIGHT-OF-WAY SHOWN HEREIN ARE PUBLIC.
  - ALL WORK AND MATERIALS SHALL CONFORM WITH ALL CITY OF OXFORD REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
  - THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO DIGGING. EXISTING UTILITIES SHOWN ON PLAN ARE APPROXIMATE. ANY DAMAGE TO SUCH UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
  - ALL SIDEWALK DRIVE/STREET CROSSINGS SHALL MEET CURRENT ADA, COUNTY, AND CITY REGULATIONS.
  - THE CITY OF OXFORD SHALL HAVE THE RIGHT TO ENTER THE PROPERTY FOR THE PURPOSE OF MAINTAINING THE DRAINAGE, WATER, AND SEWER SYSTEMS LOCATED WITHIN PUBLIC EASEMENTS. HOWEVER, THE CITY DOES NOT HAVE THE RESPONSIBILITY TO REPAIR ANY DAMAGE TO THE YARDS, PARKING LOTS, STREETS OR DRIVES CAUSED BY SOIL SETTLEMENT OR OTHER REASONS THAT ARE NOT DIRECTLY CAUSED BY THE CITY'S ACTION OF PERFORMING MAINTENANCE TO THE UNDERGROUND SYSTEMS.
  - NORTHING & EASTING COORDINATES ARE LOCATED ALONG CENTERLINE OF THE PROPOSED WALL.
  - LANDSCAPING REQUIRED ALONG THE FRONT OF ALL RETAINING WALL SECTIONS WHERE THE HEIGHT OF THE RETAINING WALL EQUALS 6' OR GREATER AS PER LANDSCAPE CODE. SEE LANDSCAPE PLANS FOR DETAILS.
  - DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT ALL SIGHT TRIANGLES ARE CLEAR OF OBSTRUCTIONS.
  - SPOT ELEVATIONS ALONG RETAINING WALL ARE SHOWN AT 25' INTERVALS OR AT POINTS WHERE LONGITUDINAL GRADE HAS A SIGNIFICANT CHANGE.

FEMA NOTE:  
 ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM), THIS PROPERTY IS LOCATED IN ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA, PER FIRMS MAP NO. 28071 C0144C AND MAP NO. 28071 C0175C EFFECTIVE DATE: NOVEMBER 26, 2010.

BENCHMARK (B.M.):  
 BRASS DISK FOUND IN CONCRETE WITH AN ELEVATION OF 556.10, SAID DISK LOCATED SOUTH 2,916.37 FEET AND WEST 32.92 FEET FROM THE POB OF TRACT 1 (BRASS DISK BEING NGS MONUMENT WITH DESIGNATION MOLLY AND PID = AJ7821).

ITEM NO.	REVISION	DESCRIPTION OF CHANGE	APPROVAL DATE



DIVISION OF ENGINEERING  
**RETAINING WALL LAYOUT & SPOT ELEVATIONS**  
 OXFORD, MS

SURVEY: WILLIAMS ENGINEERING DATE: 6/3/2019 PROJECT NO.: 1000-21  
 DESIGN BY: J. GRANBERRY, P.E. DATE: 5/28/2020  
 DRAWN BY: J. GRANBERRY, P.E. DATE: 5/28/2020 SCALE: 1" = 10'

COLONNADE CROSSING SUBDIVISION

OWNER: MFM DEVELOPMENT, LLC  
 ENGINEER: GRANBERRY & ASSOCIATES, LLC

**FEMA NOTE:**  
 ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM), THIS PROPERTY IS LOCATED IN ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA, PER FIRMS MAP NO. 28071 C0144C AND MAP NO. 28071 C0175C EFFECTIVE DATE: NOVEMBER 26, 2010.

**BENCHMARK (B.M.):**  
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TOTAL OFFSITE & ONSITE DRAINAGE AREA (ACRES):	84.04 AC
DISTURBED AREA COLLECTED BY SEDIMENT BASIN:	26.20 AC
TOTAL REQUIRED SEDIMENT BASIN VOLUME:	302,544 CF
TOTAL SEDIMENT BASIN VOLUME AT TOP OF RISER:	330,757 CF
TOTAL SEDIMENT BASIN VOLUME AT TOP OF BASIN:	861,068 CF
DESIGN STORM EVENT DEPTH (INCHES):	5.92 IN
PEAK FLOW FOR THE DESIGN STORM EVENT (10-YR):	148.02 CFS
PEAK DISCHARGE OF BASIN FOR THE 10-YR STORM EVENT:	17.01 CFS
10-YEAR, 24-HOUR STORM ELEVATION:	466.23 FT
BOTTOM OF BASIN ELEVATION:	460.00 FT
EMERGENCY SPILLWAY ELEVATION:	470.25 FT
POND SURFACE AREA AT EMERGENCY SPILLWAY ELEVATION:	97,992 SF
OUTFALL PIPE DISCHARGE ELEVATION:	459.22 FT
ELEVATION OF THE RECEIVING MEDIUM DOWNSTREAM OF THE OUTFALL:	459.22 FT
DESIGN STORM ABOVE WHICH THE BASIN WILL DISCHARGE VIA THE EMERGENCY SPILLWAY:	500-YR
EMERGENCY SPILLWAY SIDESLOPE:	10:1
EMERGENCY SPILLWAY WIDTH:	20 FT
TOP OF EMBANKMENT ELEVATION:	471.75 FT
SHORTEST DISTANCE (FLOW PATH) FROM ALL INLET(S) TO THE DEWATERING DEVICE (FT):	498.00 FT
FLOW PATH L/W RATIO:	4.30

TEMPORARY CONSTRUCTION EXIT/ENTRANCE  
 \*ONLY REQUIRED IF CONSTRUCTION TRAFFIC INGRESS/EGRESS AT THIS LOCATION

**LEGEND**  
 (Use standard symbols per American Institute of Professional Surveyors)

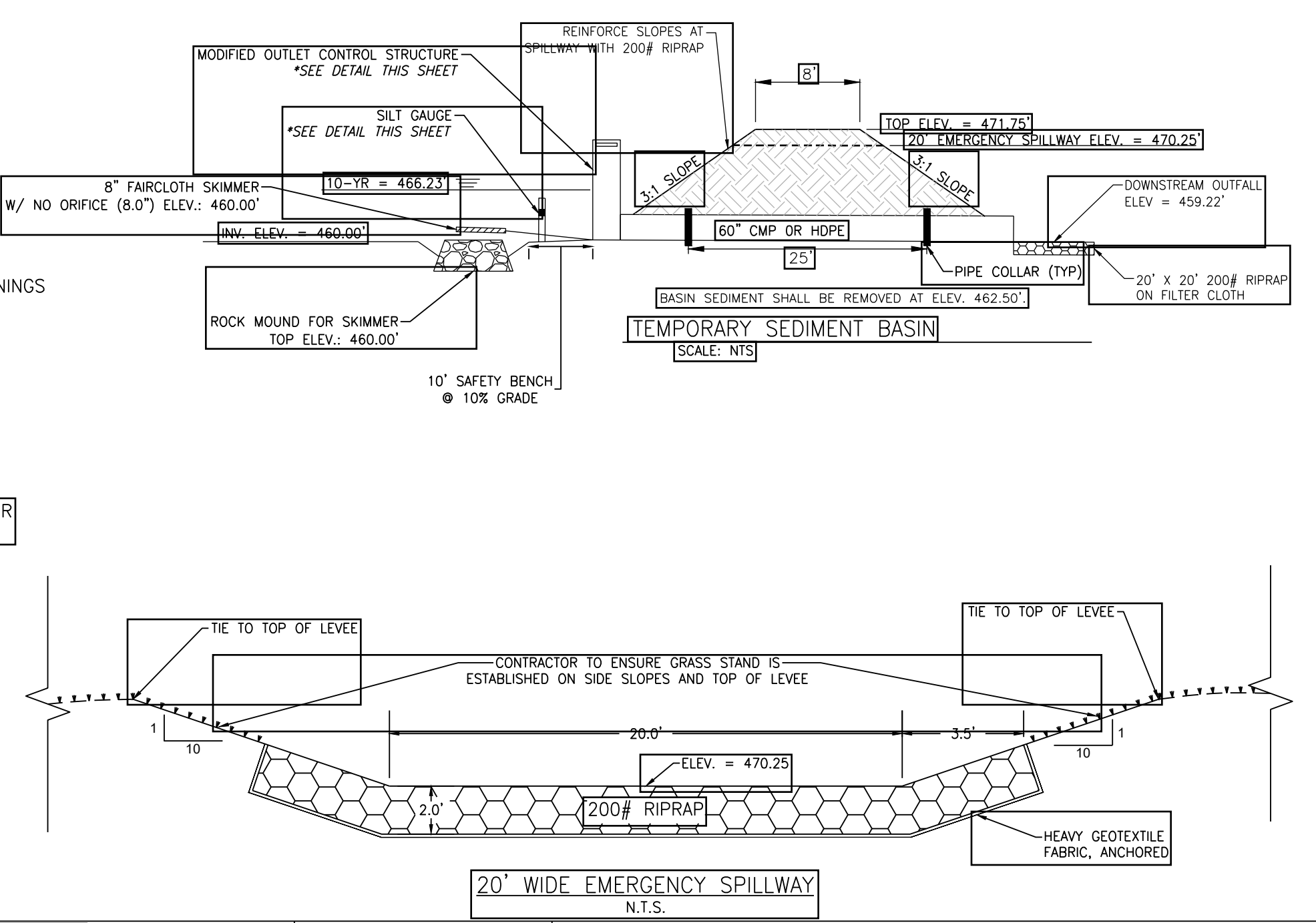
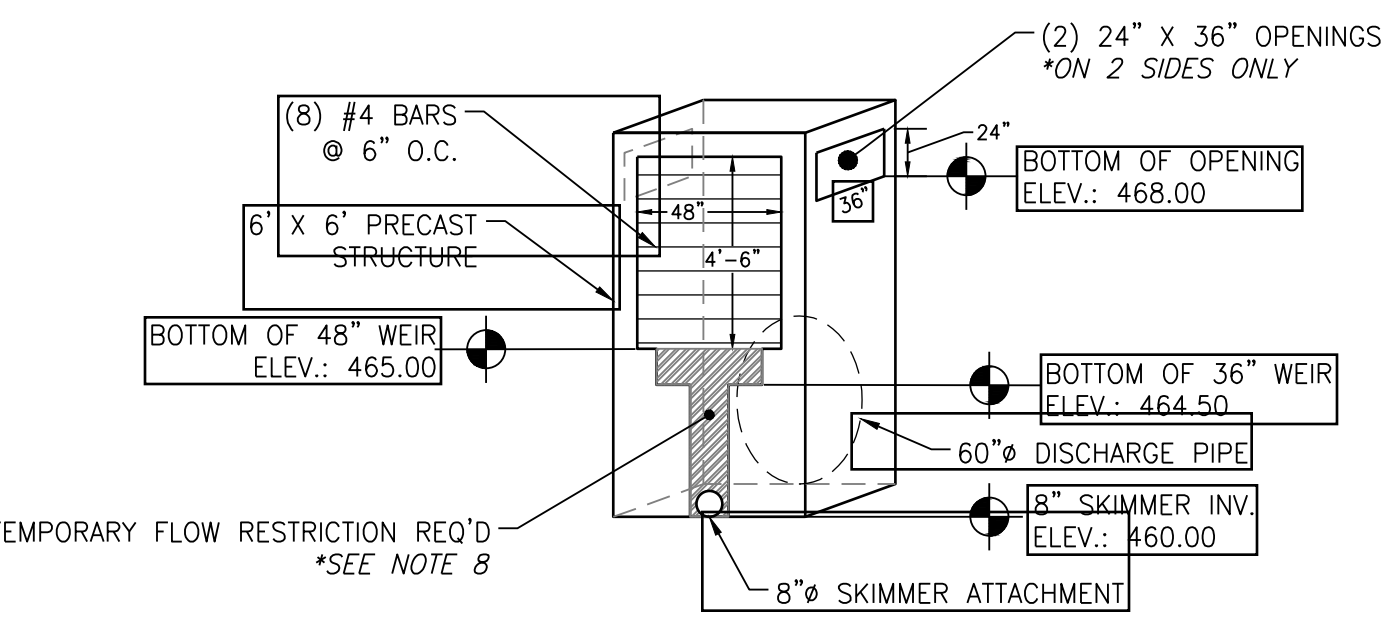
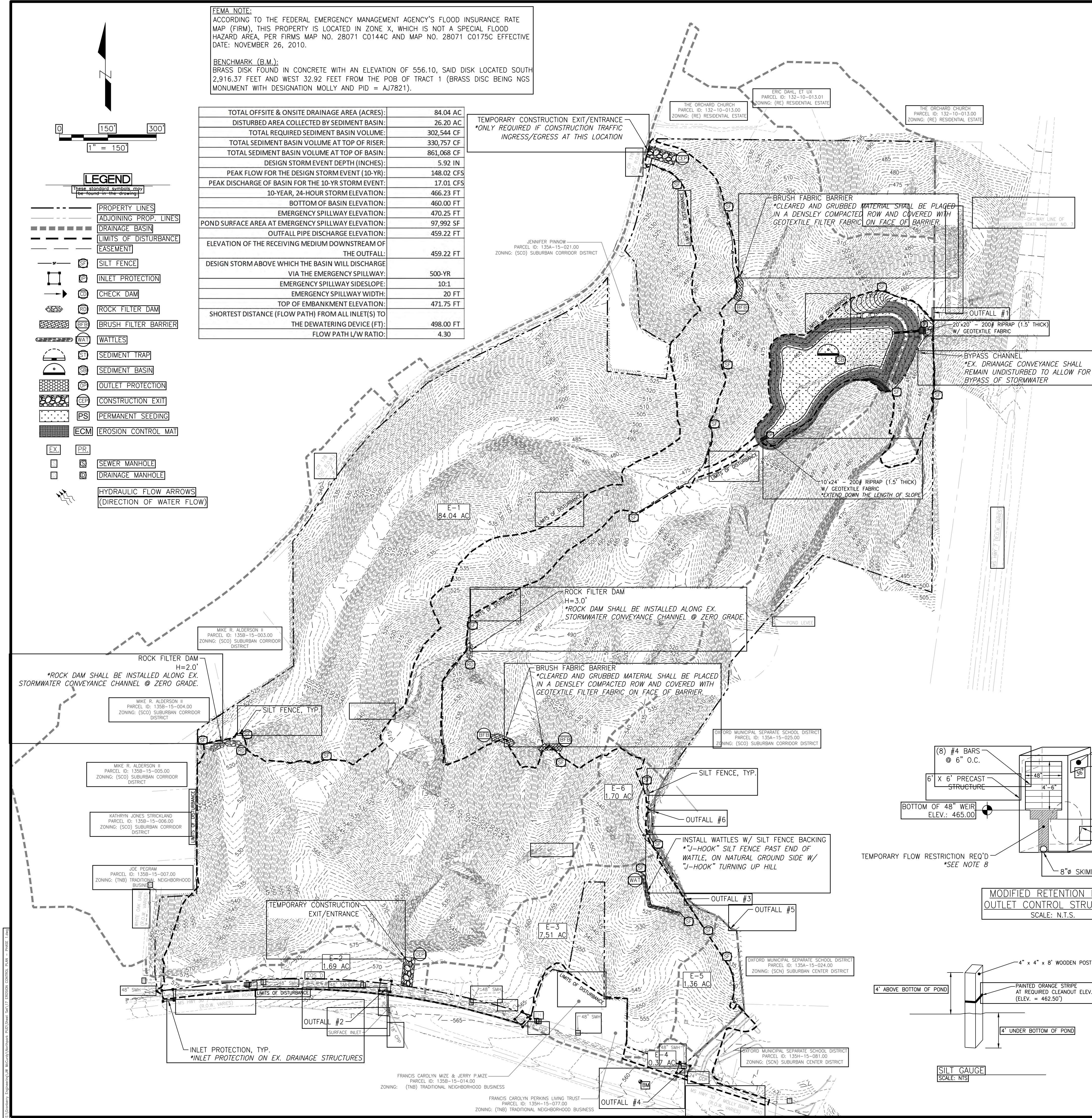
- PROPERTY LINES
- ADJOINING PROP. LINES
- DRAINAGE BASIN
- LIMITS OF DISTURBANCE
- EASEMENT
- SILT FENCE
- INLET PROTECTION
- CHECK DAM
- ROCK FILTER DAM
- BRUSH FILTER BARRIER
- WATTLES
- SEDIMENT TRAP
- SEDIMENT BASIN
- OUTLET PROTECTION
- CONSTRUCTION EXIT
- PERMANENT SEEDING
- ECM EROSION CONTROL MAT
- EX SEWER MANHOLE
- DR DRAINAGE MANHOLE
- HYDRAULIC FLOW ARROWS (DIRECTION OF WATER FLOW)

**EROSION CONTROL NOTES:**

- THE CONTRACTOR SHALL PROVIDE AND MAINTAIN EROSION CONTROL DURING CONSTRUCTION BY THE PLACEMENT OF SILT FENCES OR WATTLES WHERE NECESSARY TO PREVENT DOWNSTREAM SILTATION OF ANY DITCHES, PIPES, DRAINAGE STRUCTURES, OR ADJACENT PROPERTIES. THE CONTRACTOR SHALL PROVIDE ANY ADDITIONAL EROSION CONTROL AS NEEDED OR AS DIRECTED BY THE ENGINEER.
- ONCE CONSTRUCTION BEGINS, TWICE-WEEKLY INSPECTIONS (EVERY 72 HOURS) SHALL BE PERFORMED BY A CERTIFIED EROSION CONTROL INSPECTOR.
- ALL NEW CUT OR FILL AREAS LACKING ADEQUATE VEGETATION SHALL BE FERTILIZED MULCHED, SEEDED, AND/OR SODDED AS REQUIRED TO EFFECTIVELY CONTROL SOIL EROSION.
- TOTAL DISTURBED AREA IS APPROXIMATELY 38.19 ACRES.
- DURING EXCAVATION PHASES OF STEEP SLOPES, WATTLES WITH SILT FENCE BACKING SHALL BE REQUIRED TO ELIMINATE SILTATION TRANSFER ONTO ADJACENT LANDOWNERS PROPERTY AND PUBLIC STREETS.
- PROPOSED TEMPORARY SEDIMENT BASINS SHALL BE LOCATED IN THE LOCATIONS AS SHOWN ON PLANS.
- THE SEDIMENT REMOVAL ELEVATION SHALL BE CLEARLY MARKED WITH HIGH VISIBILITY PAINT ON THE SILT GAUGE LOCATED IN THE SEDIMENT POND.
- RESTRICTION PLATE OR APPROVED BLOCKING METHOD SHALL BE USED. ONCE AREA IS STABILIZED, CONTRACTOR SHALL REMOVE RESTRICTION AND OUTFALL STRUCTURE SHALL CONFORM TO FINAL RETENTION POND OUTFALL STRUCTURE, SEE SHEET 15 - RETENTION POND GRADING & DETAILS.
- THIS EROSION CONTROL PLAN ONLY APPLIES TO THE OVERALL GRADING AND DRAINAGE PLANS AS IT RELATES TO THIS PROJECT. SITE SPECIFIC EROSION CONTROL PLANS SHALL BE DESIGNED AS FUTURE DEVELOPMENT OF INDIVIDUAL LOTS/SITES ARE DEVELOPED.

**PHASE 1 CONSTRUCTION SEQUENCE:**

- INSTALL CONSTRUCTION ENTRANCE PER DETAIL. CONSTRUCTION ENTRANCE LOCATION MAY BE MODIFIED ACCORDING TO INGRESS/EGRESS OF THE CONTRACTOR AS APPROVED BY ENGINEER.
- INSTALL RAIN GAUGE NEAR CONSTRUCTION ENTRANCE OR LOCATION THAT IS EASILY ACCESSIBLE BY A VEHICLE.
- INSTALL SILT FENCE, WATTLES, AND INLET PROTECTION ON EXISTING INLETS IN ALL LOCATIONS SHOWN THIS SHEET BEFORE CONSTRUCTION BEGINS PER DETAIL. REMOVE SEDIMENT FROM SILT FENCE ONCE SEDIMENT HAS REACHED 1/3 TO 1/2 OF THE HEIGHT OF THE SILT FENCE AND AS NEEDED TO CLEAR AND GRUB THE SITE.
- INSTALL TEMPORARY SEDIMENT BASIN AND MODIFIED OUTFALL STRUCTURE AS SHOWN THIS SHEET. STABILIZE SLOPES IMMEDIATELY UPON COMPLETION.
- CLEAR AND GRUB THE SITE. USE VEGETATIVE MATERIALS TO CONSTRUCT BRUSH FABRIC BARRIER (BFB) AS SHOWN. DISPOSE OF EXCESS DEBRIS PRODUCED DURING THE CLEARING AND GRUBBING ACTIVITY.
- INSTALL ROCK FILTER DAMS AS SHOWN.
- ALL DISTURBED AREAS SHALL BE PERMANENTLY STABILIZED WITH SEEDING/SOD AND SEDIMENT BASIN SHALL BE PROPERLY MAINTAINED. DESIGNED EROSION CONTROL MEASURES MUST REMAIN INTACT AND FUNCTIONING UNTIL STABILIZATION IS COMPLETE.
- STORMWATER INSPECTION AND REPORTING WILL BE REQUIRED OF ALL SEDIMENT AND EROSION CONTROL MEASURES IN ACCORDANCE WITH MDEQ REGULATIONS.
- REMOVE ANY TEMPORARY CONTROL MEASURES NOT NEEDED.
- DUST SHALL BE CONTROLLED DURING CONSTRUCTION BY ADEQUATE USE OF WATER.
- TRANSITION TO PHASE 2.



REVISION	DESCRIPTION OF CHANGE	APPROVAL DATE



**DIVISION OF ENGINEERING**  
**EROSION CONTROL PLAN -- PHASE 1**  
 OXFORD, MS

SURVEY: WILLIAMS ENGINEERING  
 DESIGN BY: J. GRANBERRY, P.E.  
 DRAWN BY: J. GRANBERRY, P.E.

DATE: 6/3/2019  
 DATE: 5/28/2020  
 DATE: 5/28/2020

PROJECT NO.: 1000-21  
 BOOK:  
 SCALE: 1" = 150'

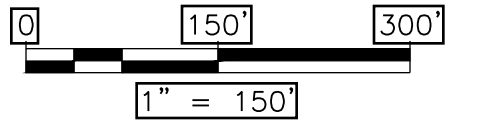
OWNER: MFM DEVELOPMENT, LLC  
 ENGINEER: GRANBERRY & ASSOCIATES, LLC

**FEMA NOTE:**  
 ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM), THIS PROPERTY IS LOCATED IN ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA, PER FIRMS MAP NO. 28071 C0144C AND MAP NO. 28071 C0175C EFFECTIVE DATE: NOVEMBER 26, 2010.

**BENCHMARK (B.M.):**  
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EMERGENCY SPILLWAY SIDESLOPE:	10:1
EMERGENCY SPILLWAY WIDTH:	20 FT
TOP OF EMBANKMENT ELEVATION:	471.75 FT
SHORTEST DISTANCE (FLOW PATH) FROM ALL INLET(S) TO THE DEWATERING DEVICE (FT):	498.00 FT
FLOW PATH L/W RATIO:	4.30

TEMPORARY CONSTRUCTION EXIT/ENTRANCE  
 \*ONLY REQUIRED IF CONSTRUCTION TRAFFIC INGRESS/EGRESS AT THIS LOCATION



**LEGEND**  
 (These standard symbols may be modified as needed)

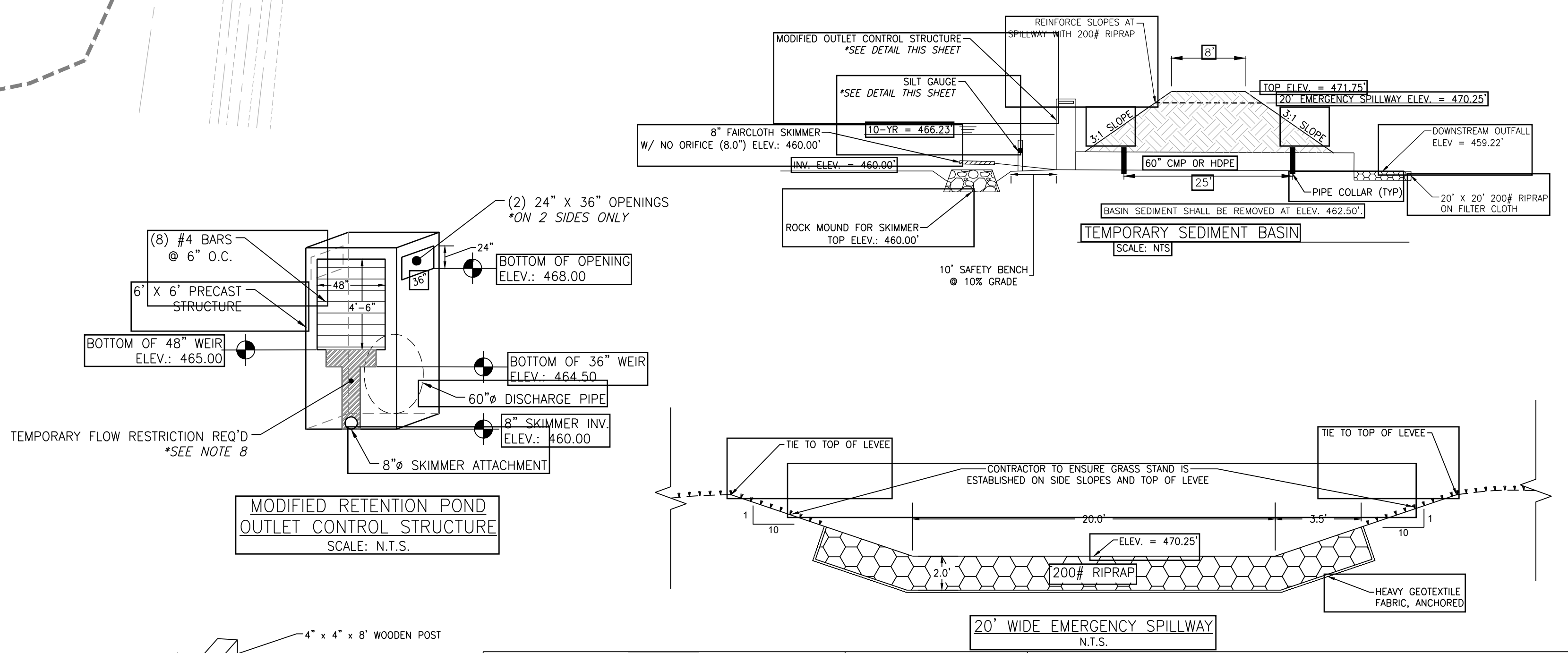
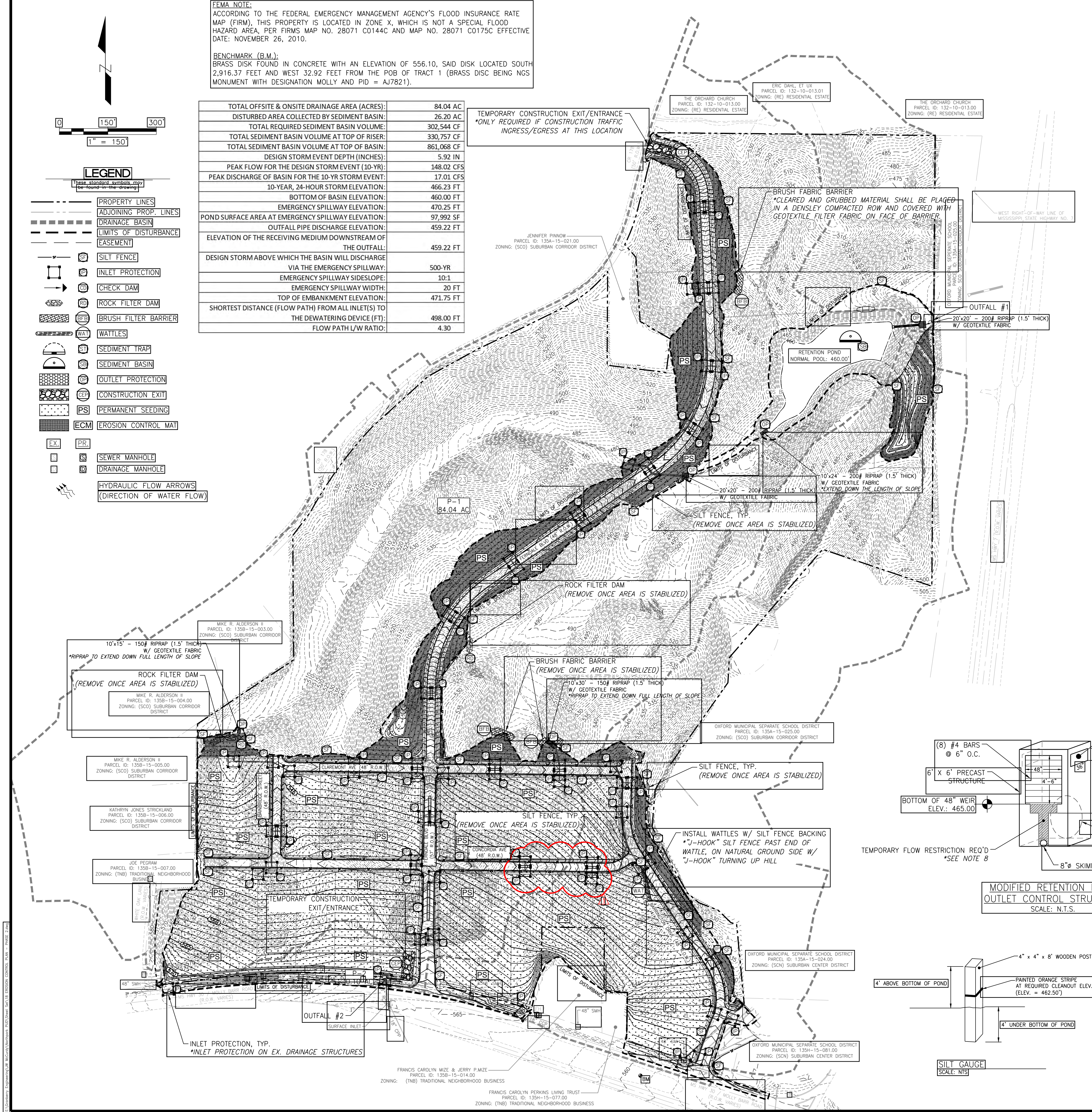
- PROPERTY LINES
- ADJOINING PROP. LINES
- DRAINAGE BASIN
- LIMITS OF DISTURBANCE
- EASEMENT
- SP SILT FENCE
- IP INLET PROTECTION
- CD CHECK DAM
- RD ROCK FILTER DAM
- BFB BRUSH FILTER BARRIER
- WAT WATTLES
- ST SEDIMENT TRAP
- SB SEDIMENT BASIN
- OP OUTLET PROTECTION
- CE CONSTRUCTION EXIT
- PS PERMANENT SEEDING
- ECM EROSION CONTROL MAT
- EX EXISTING
- PR PROPOSED
- SM SEWER MANHOLE
- DM DRAINAGE MANHOLE
- HA HYDRAULIC FLOW ARROWS (DIRECTION OF WATER FLOW)

**EROSION CONTROL NOTES:**

1. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN EROSION CONTROL DURING CONSTRUCTION BY THE PLACEMENT OF SILT FENCES OR WATTLES WHERE NECESSARY TO PREVENT DOWNSTREAM SILTATION OF ANY DITCHES, PIPES, DRAINAGE STRUCTURES, OR ADJACENT PROPERTIES. THE CONTRACTOR SHALL PROVIDE ANY ADDITIONAL EROSION CONTROL AS NEEDED OR AS DIRECTED BY THE ENGINEER.
2. ONCE CONSTRUCTION BEGINS, TWICE-WEEKLY INSPECTIONS (EVERY 72 HOURS) SHALL BE PERFORMED BY A CERTIFIED EROSION CONTROL INSPECTOR.
3. ALL NEW CUT OR FILL AREAS LACKING ADEQUATE VEGETATION SHALL BE FERTILIZED MULCHED, SEEDED, AND/OR SODDED AS REQUIRED TO EFFECTIVELY CONTROL SOIL EROSION.
4. TOTAL DISTURBED AREA IS APPROXIMATELY 38.19 ACRES.
5. DURING EXCAVATION PHASES OF STEEP SLOPES, WATTLES WITH SILT FENCE BACKING SHALL BE REQUIRED TO ELIMINATE SILTATION TRANSFER ONTO ADJACENT LANDOWNERS PROPERTY AND PUBLIC STREETS.
6. PROPOSED TEMPORARY SEDIMENT BASINS SHALL BE LOCATED IN THE LOCATIONS AS SHOWN ON PLANS.
7. THE SEDIMENT REMOVAL ELEVATION SHALL BE CLEARLY MARKED WITH HIGH VISIBILITY PAINT ON THE SILT GAUGE LOCATED IN THE SEDIMENT POND.
8. RESTRICTION PLATE OR APPROVED BLOCKING METHOD SHALL BE USED. ONCE AREA IS STABILIZED, CONTRACTOR SHALL REMOVE RESTRICTION AND OUTFALL STRUCTURE SHALL CONFORM TO FINAL RETENTION POND OUTFALL STRUCTURE, SEE SHEET 15 - RETENTION POND GRADING & DETAILS.
9. THIS EROSION CONTROL PLAN ONLY APPLIES TO THE OVERALL GRADING AND DRAINAGE PLANS AS IT RELATES TO THIS PROJECT. SITE SPECIFIC EROSION CONTROL PLANS SHALL BE DESIGNED AS FUTURE DEVELOPMENT OF INDIVIDUAL LOTS/SITES ARE DEVELOPED.

**PHASE 2 CONSTRUCTION SEQUENCE:**

1. MAINTAIN ALL EROSION CONTROL MEASURES AS NECESSARY.
2. BEGIN EARTHWORK ACTIVITIES FOR PHASE 1 OF PROPOSED DEVELOPMENT AS SHOWN ON THESE PLANS, AND INSTALL ALL STORMWATER PIPING AND STRUCTURES. ALL INDIVIDUAL LOT/FUTURE DEVELOPMENT DESIGNS SHOULD INCLUDE SEPARATE AND SITE SPECIFIC EROSION CONTROL PLANS.
3. INSTALL INLET PROTECTION MEASURES WHERE SHOWN.
4. INSTALL ALL UNDERGROUND UTILITIES FOR PHASE 1. INSTALL SANITARY SEWER AND CONNECT TO EXISTING SEWER PER UTILITY PLAN.
5. BEGIN GRADING OF STREETS AND INSTALL CURB & GUTTER. SILT FENCE SHALL BE INSTALLED BEHIND CURB & GUTTER WHERE SHOWN AND APPROPRIATE.
6. PAVE STREETS AND MONITOR CONTROLS AS NECESSARY UNTIL THE SITE IS STABILIZED.
7. ALL DISTURBED AREAS SHALL BE PERMANENTLY STABILIZED WITH SEEDING/SOD. ALL DESIGNED EROSION CONTROL MEASURES MUST REMAIN INTACT AND FUNCTIONING UNTIL STABILIZATION IS MATURE.
8. THE SEDIMENT BASIN AND OUTLET STRUCTURE IS TO BE CONVERTED TO PERMANENT RETENTION POND ONCE SITE HAS BEEN STABILIZED.
9. REMOVE ANY TEMPORARY CONTROL MEASURES NOT NEEDED.
10. DUST SHALL BE CONTROLLED DURING CONSTRUCTION BY ADEQUATE USE OF WATER.



REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE
1	REVISED DUE TO LAND SWAP & DEVELOPMENT	12/05/2020

OWNER: MFM DEVELOPMENT, LLC  
 ENGINEER: GRANBERRY & ASSOCIATES, LLC

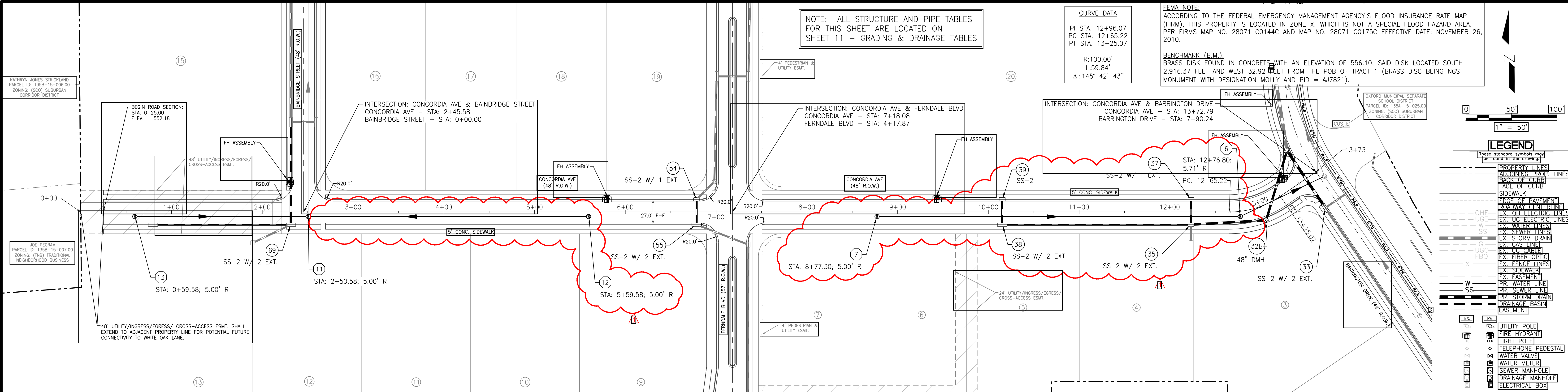
COLONNADE CROSSING SUBDIVISION

DIVISION OF ENGINEERING  
**EROSION CONTROL PLAN - PHASE 2**  
 OXFORD, MS

SURVEY: WILLIAMS ENGINEERING  
 DESIGN BY: J. GRANBERRY, P.E.  
 DRAWN BY: J. GRANBERRY, P.E.

DATE: 6/3/2019  
 DATE: 5/28/2020  
 DATE: 5/28/2020

PROJECT NO.: 1000-21  
 BOOK:  
 SCALE: 1" = 150'

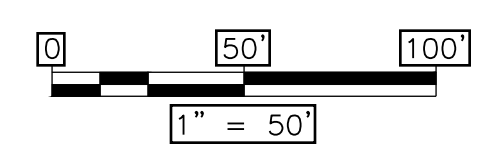


NOTE: ALL STRUCTURE AND PIPE TABLES FOR THIS SHEET ARE LOCATED ON SHEET 11 - GRADING & DRAINAGE TABLES

CURVE DATA  
 PI STA. 12+96.07  
 PC STA. 12+65.22  
 PT STA. 13+25.07  
 R:100.00'  
 L:59.84'  
 Δ: 145° 42' 43"

FEMA NOTE:  
 ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM), THIS PROPERTY IS LOCATED IN ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA, PER FIRMS MAP NO. 28071 C0144C AND MAP NO. 28071 C0175C EFFECTIVE DATE: NOVEMBER 26, 2010.

BENCHMARK (B.M.):  
 BRASS DISK FOUND IN CONCRETE WITH AN ELEVATION OF 556.10, SAID DISK LOCATED SOUTH 2,916.37 FEET AND WEST 32.92 FEET FROM THE POB OF TRACT 1 (BRASS DISK BEING NGS MONUMENT WITH DESIGNATION MOLLY AND PID = AJ7821).



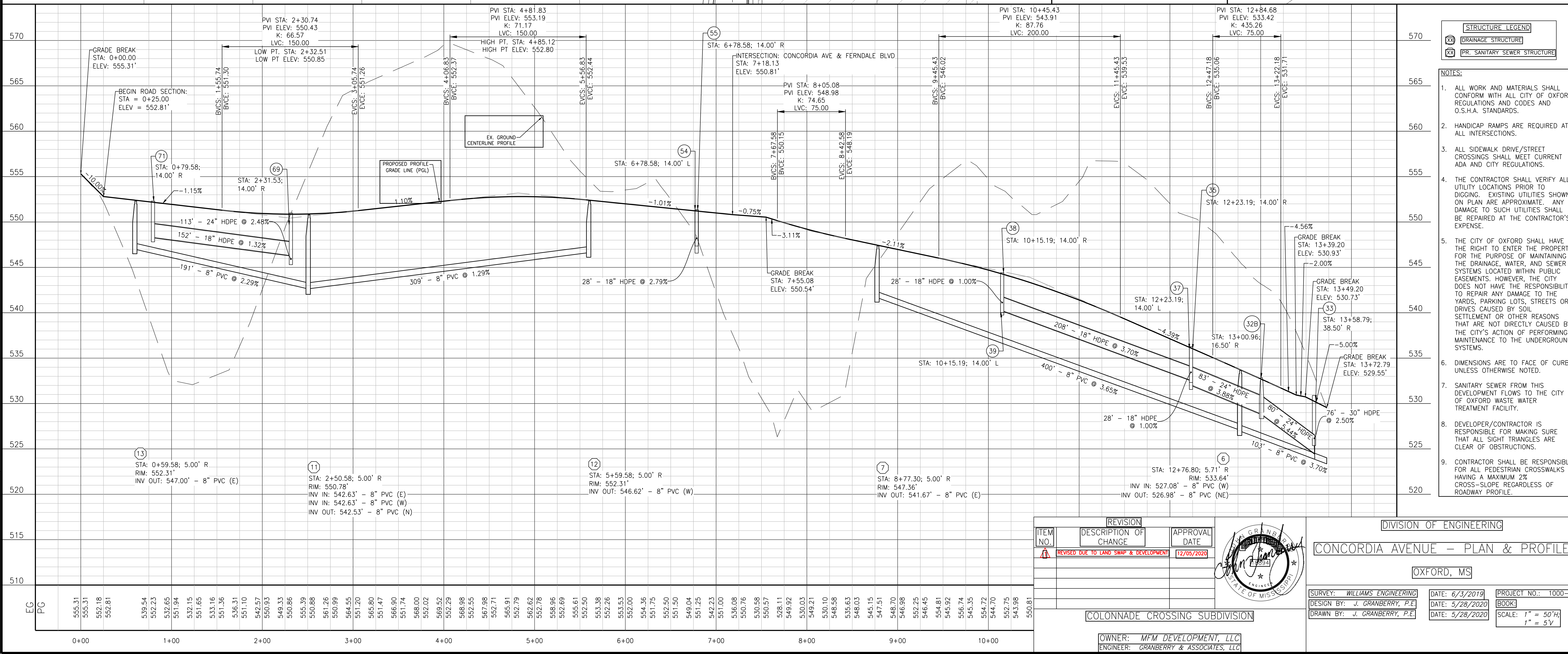
**LEGEND**

These standard symbols may be found in the drawing

---	PROPERTY LINES
---	ADJACENT PROP.
---	BACK OF CURB
---	FACE OF CURB
---	SIDEWALK
---	EDGE OF PAVEMENT
---	MEET CURB
---	EX. OH ELECTRIC LINES
---	EX. DC ELECTRIC LINES
---	EX. WATER LINES
---	EX. GAS LINES
---	EX. STORM DRAIN
---	EX. FIBER OPTIC
---	EX. FENCE LINES
---	EX. SIDEWALK
---	EX. MEET CURB
---	PR. WATER LINE
---	PR. STORM DRAIN
---	DRAINAGE BASIN
---	EASEMENT

○	UTILITY POLE
○	FIRE HYDRANT
○	LIGHT POLE
○	TELEPHONE PEDESTAL
○	WATER VALVE
○	WATER METER
○	SEWER MANHOLE
○	DRAINAGE MANHOLE
○	ELECTRICAL BOX



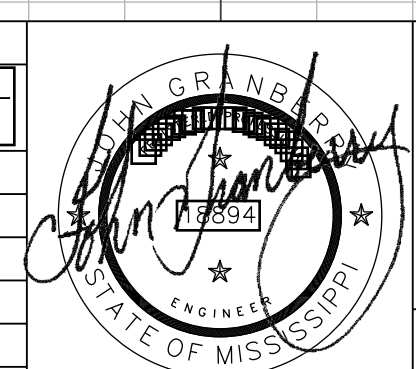
**STRUCTURE LEGEND**

XX	DRAINAGE STRUCTURE
XX	PR. SANITARY SEWER STRUCTURE

- NOTES:**
- ALL WORK AND MATERIALS SHALL CONFORM WITH ALL CITY OF OXFORD REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
  - HANDICAP RAMPS ARE REQUIRED AT ALL INTERSECTIONS.
  - ALL SIDEWALK DRIVE/STREET CROSSINGS SHALL MEET CURRENT ADA AND CITY REGULATIONS.
  - THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO DIGGING. EXISTING UTILITIES SHOWN ON PLAN ARE APPROXIMATE. ANY DAMAGE TO SUCH UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
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  - DIMENSIONS ARE TO FACE OF CURB, UNLESS OTHERWISE NOTED.
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  - DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT ALL SIGHT TRIANGLES ARE CLEAR OF OBSTRUCTIONS.
  - CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PEDESTRIAN CROSSWALKS HAVING A MAXIMUM 2% CROSS-SLOPE REGARDLESS OF ROADWAY PROFILE.

**REVISION**

ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE
1	REVISED DUE TO LAND SWAP & DEVELOPMENT	12/05/2020



**DIVISION OF ENGINEERING**  
**CONCORDIA AVENUE - PLAN & PROFILE**  
 OXFORD, MS

SURVEY: WILLIAMS ENGINEERING	DATE: 6/3/2019	PROJECT NO.: 1000-21
DESIGN BY: J. GRANBERRY, P.E.	DATE: 5/28/2020	BOOK:
DRAWN BY: J. GRANBERRY, P.E.	DATE: 5/28/2020	SCALE: 1" = 50'H, 1" = 5V

COLONNADE CROSSING SUBDIVISION

OWNER: MFM DEVELOPMENT, LLC  
 ENGINEER: GRANBERRY & ASSOCIATES, LLC



JOE PEDRAM  
PARCEL ID: 135B-15-007.00  
ZONING: (NB) TRADITIONAL NEIGHBORHOOD BUSINESS

KATHRYN JONES STICKLAND  
PARCEL ID: 135B-15-005.00  
ZONING: (SCO) SUBURBAN CORRIDOR DISTRICT

MIKE R. ALDERSON II  
PARCEL ID: 135B-15-005.00  
ZONING: (SCO) SUBURBAN CORRIDOR DISTRICT

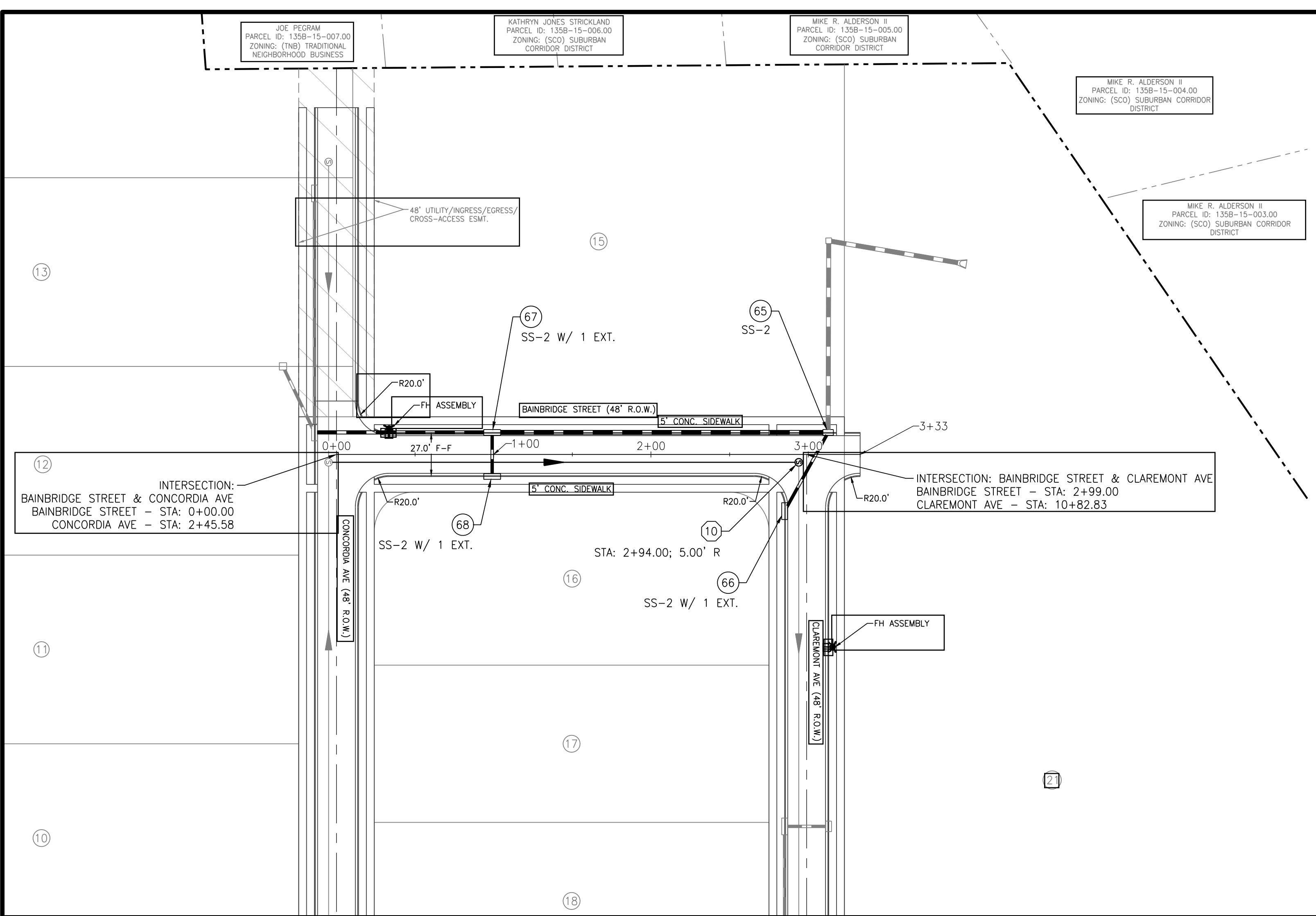
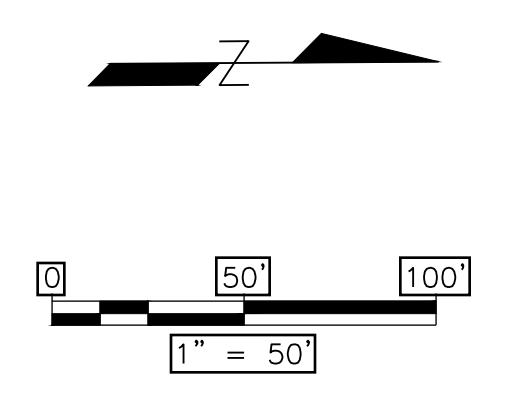
MIKE R. ALDERSON II  
PARCEL ID: 135B-15-004.00  
ZONING: (SCO) SUBURBAN CORRIDOR DISTRICT

MIKE R. ALDERSON II  
PARCEL ID: 135B-15-003.00  
ZONING: (SCO) SUBURBAN CORRIDOR DISTRICT

NOTE: ALL STRUCTURE AND PIPE TABLES FOR THIS SHEET ARE LOCATED ON SHEET 11 - GRADING & DRAINAGE TABLES

FEMA NOTE:  
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**LEGEND**  
(These standard symbols may be found in the drawing)

---	PROPERTY LINES
---	ADJUTING PROP. LINES
---	BACK OF CURB
---	FACE OF CURB
---	SIDEWALK
---	EDGE OF PAVEMENT
---	ROADWAY CENTERLINE
---	OHE
---	UGE
---	W
---	SS
---	EX. WATER LINES
---	EX. SEWER LINES
---	EX. STORM DRAIN
---	EX. GAS LINE
---	EX. DIS. CABLE
---	EX. FIBER OPTIC
---	EX. FENCE LINES
---	EX. SIDEWALK
---	EX. EASEMENT
---	PR. WATER LINE
---	PR. SEWER LINE
---	PR. STORM DRAIN
---	DRAINAGE BASIN
---	EASEMENT

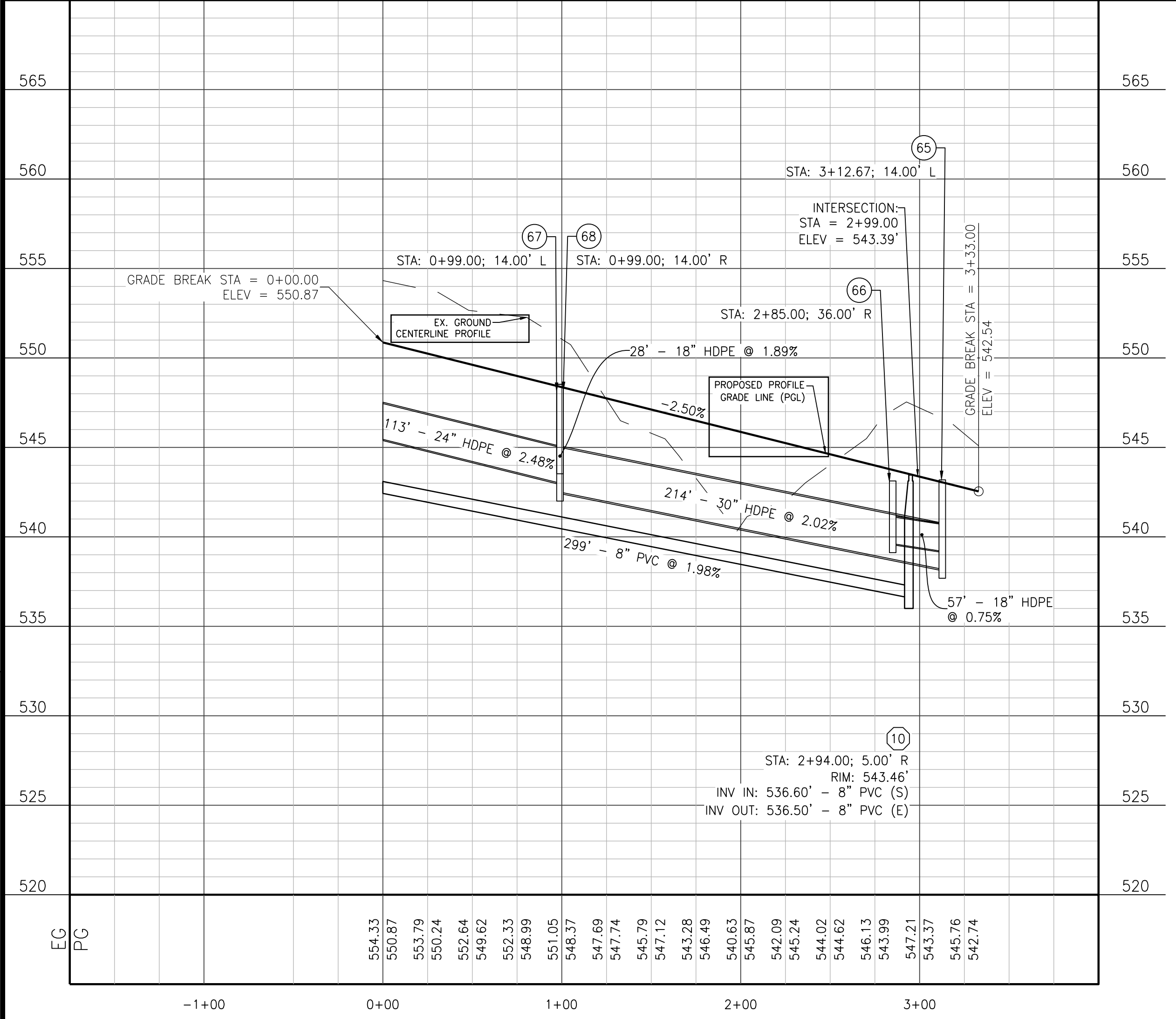
  

Ex	Ex
U	UTILITY POLE
F	FIRE HYDRANT
L	LIGHT POLE
T	TELEPHONE PEDESTAL
W	WATER VALVE
M	WATER METER
S	SEWER MANHOLE
D	DRAINAGE MANHOLE
E	ELECTRICAL BOX

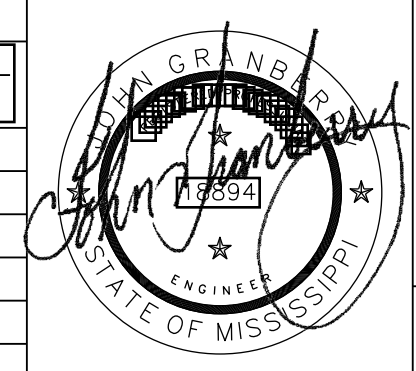
**STRUCTURE LEGEND**

XX	DRAINAGE STRUCTURE
XX	PR. SANITARY SEWER STRUCTURE



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REVISION	APPROVAL DATE
ITEM NO.	DESCRIPTION OF CHANGE



**DIVISION OF ENGINEERING**  
**BAINBRIDGE STREET - PLAN & PROFILE**  
**OXFORD, MS**

SURVEY: WILLIAMS ENGINEERING  
DESIGN BY: J. GRANBERRY, P.E.  
DRAWN BY: J. GRANBERRY, P.E.

DATE: 6/3/2019  
DATE: 5/28/2020  
DATE: 5/28/2020

PROJECT NO.: 1000-21  
BOOK:  
SCALE: 1" = 50'H,  
1" = 5'V

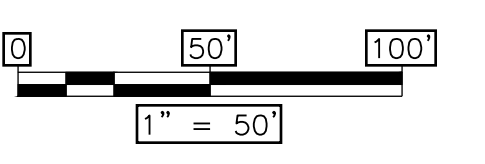
COLONNADE CROSSING SUBDIVISION

OWNER: MFM DEVELOPMENT, LLC  
ENGINEER: GRANBERRY & ASSOCIATES, LLC

NOTE: ALL STRUCTURE AND PIPE TABLES FOR THIS SHEET ARE LOCATED ON SHEET 11 - GRADING & DRAINAGE TABLES

FFMA NOTE:  
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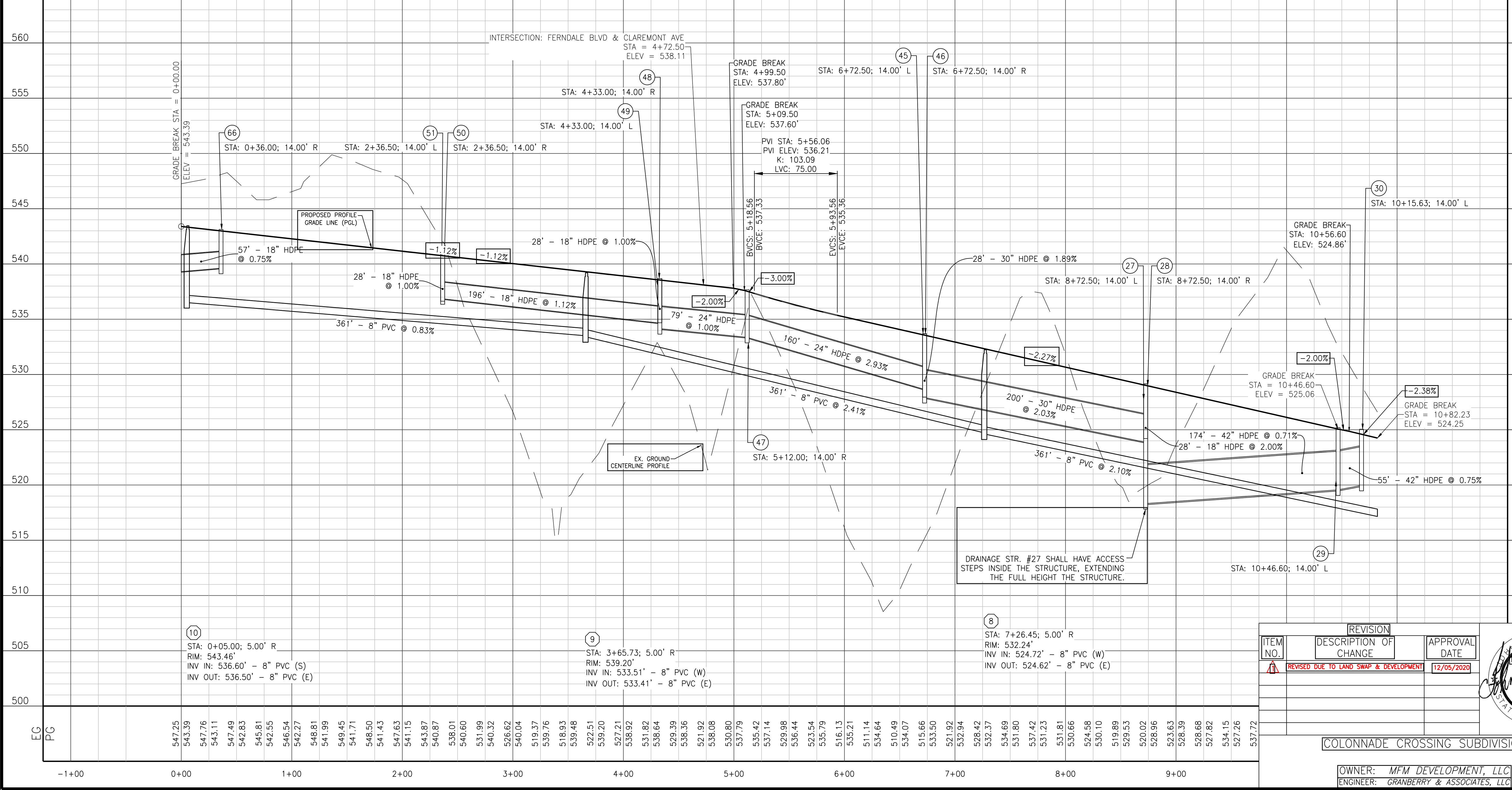
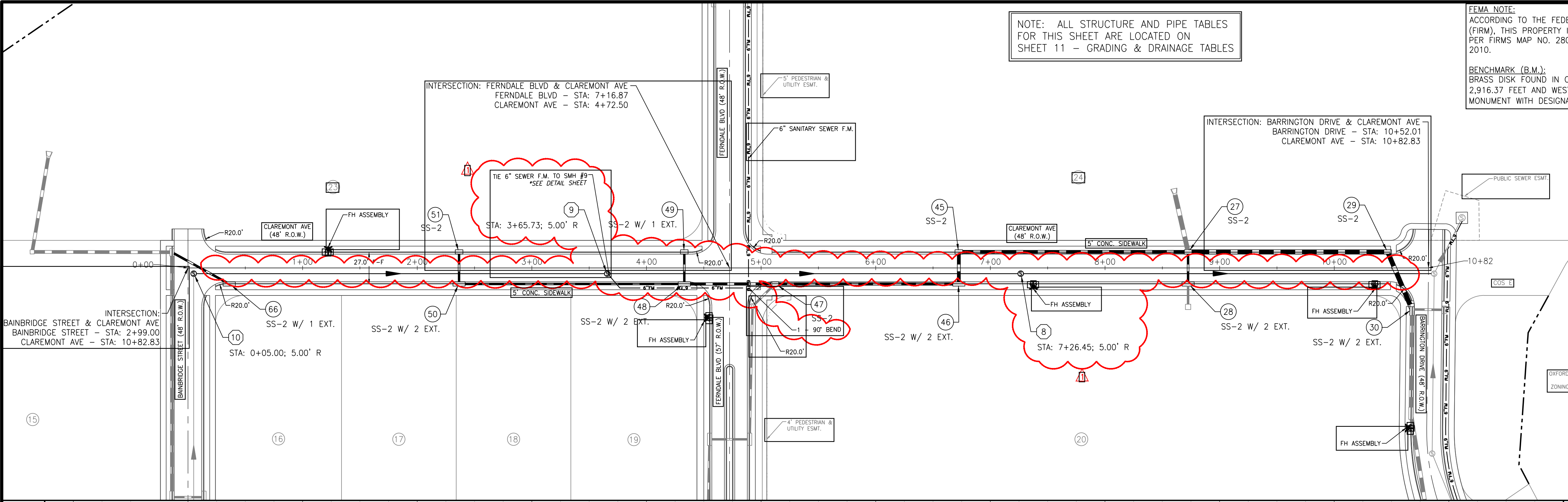
**LEGEND**

These standard symbols may be found in the drawing

---	PROPERTY LINES	
---	EXISTING PROFILE	
---	BACK OF CURB	
---	FACE OF CURB	
---	SIDEWALK	
---	EDGE OF PAVEMENT	
---	ROADWAY CENTERLINE	
---	O.H.E.	
---	EX. OH ELECTRIC LINES	
---	W	EX. WATER LINES
---	SS	EX. SEWER LINES
---	---	EX. STORM DRAIN
---	---	EX. GAS LINE
---	---	EX. DIS. CABLE
---	---	EX. FIBER OPTIC
---	---	EX. FENCE LINES
---	---	EX. SIDEWALK
---	---	EX. EASEMENT
---	---	PR. WATER LINE
---	---	PR. SEWER LINE
---	---	PR. STORM DRAIN
---	---	DRAINAGE BASIN
---	---	EASEMENT

Ex	Ex
U	UTILITY POLE
FH	FIRE HYDRANT
L	LIGHT POLE
TP	TELEPHONE PEDESTAL
WV	WATER VALVE
WM	WATER METER
SM	SEWER MANHOLE
DM	DRAINAGE MANHOLE
EB	ELECTRICAL BOX

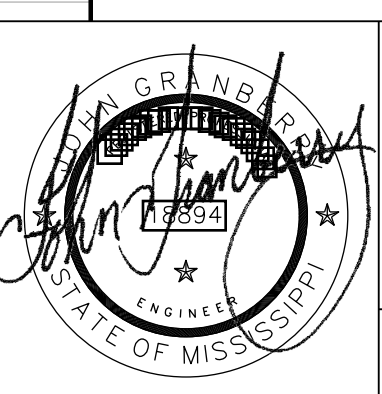


**STRUCTURE LEGEND**

XX	DRAINAGE STRUCTURE
XX	PR. SANITARY SEWER STRUCTURE

- NOTES:**
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REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE
1	REVISED DUE TO LAND SWAP & DEVELOPMENT	12/05/2020



**DIVISION OF ENGINEERING**

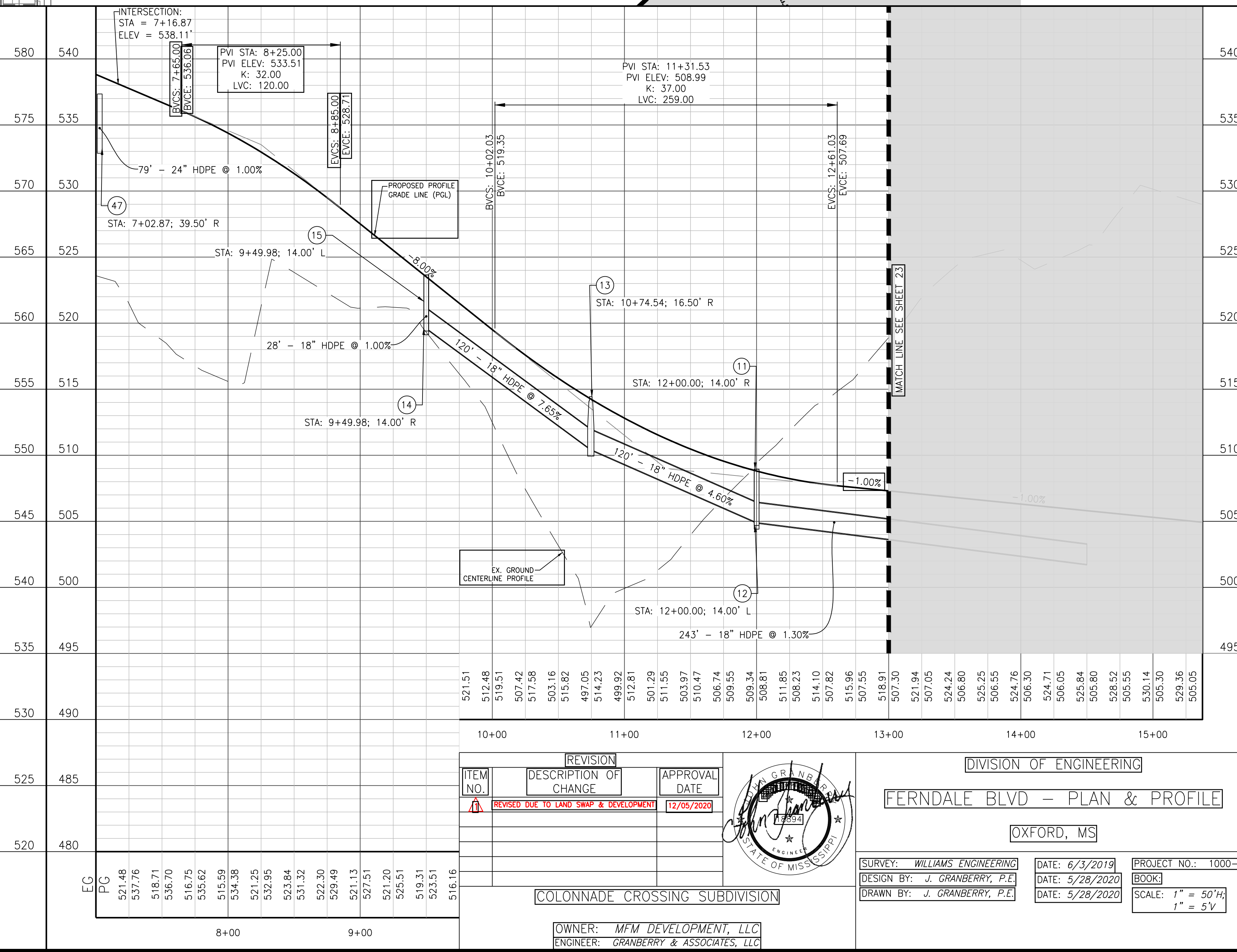
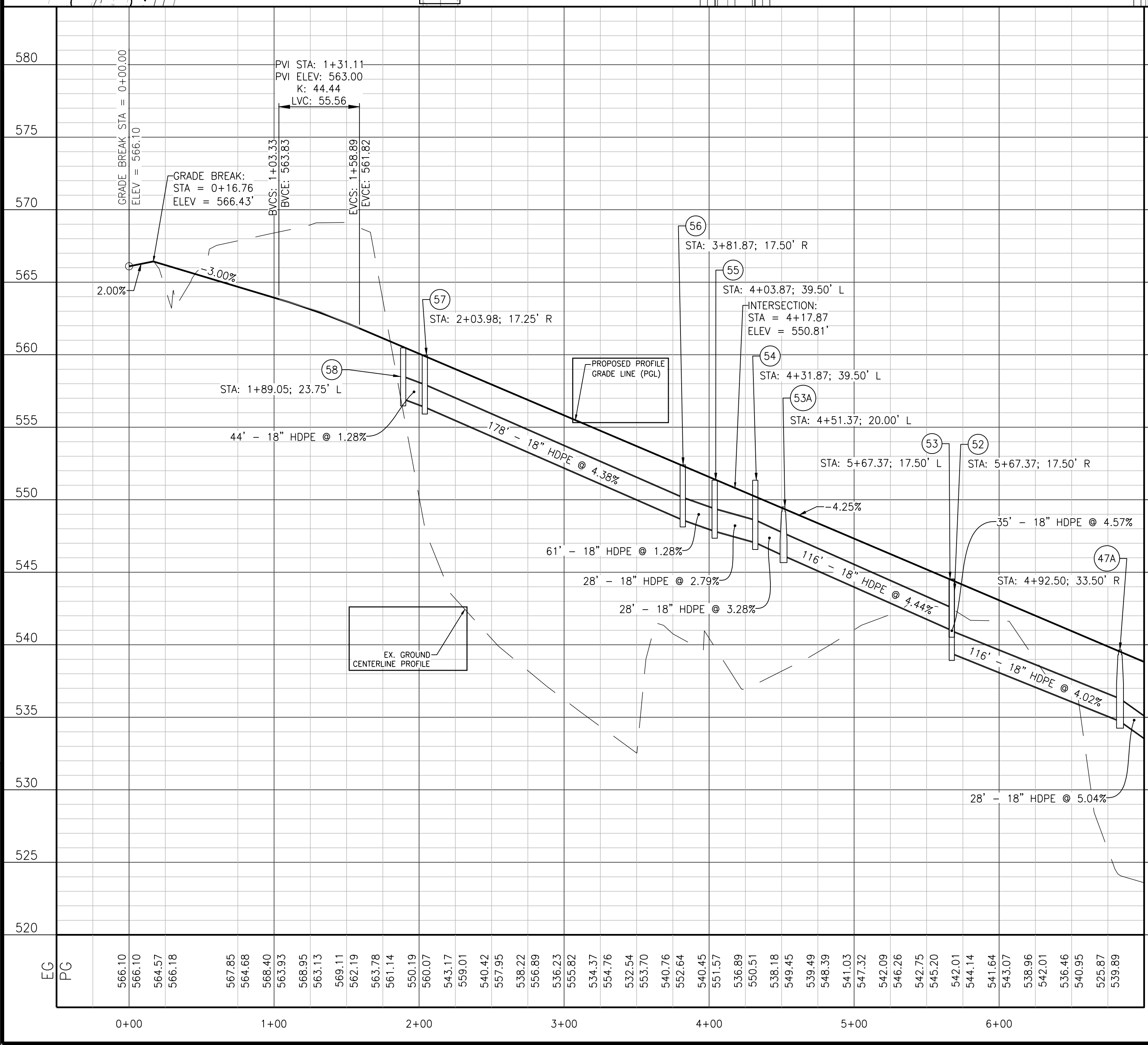
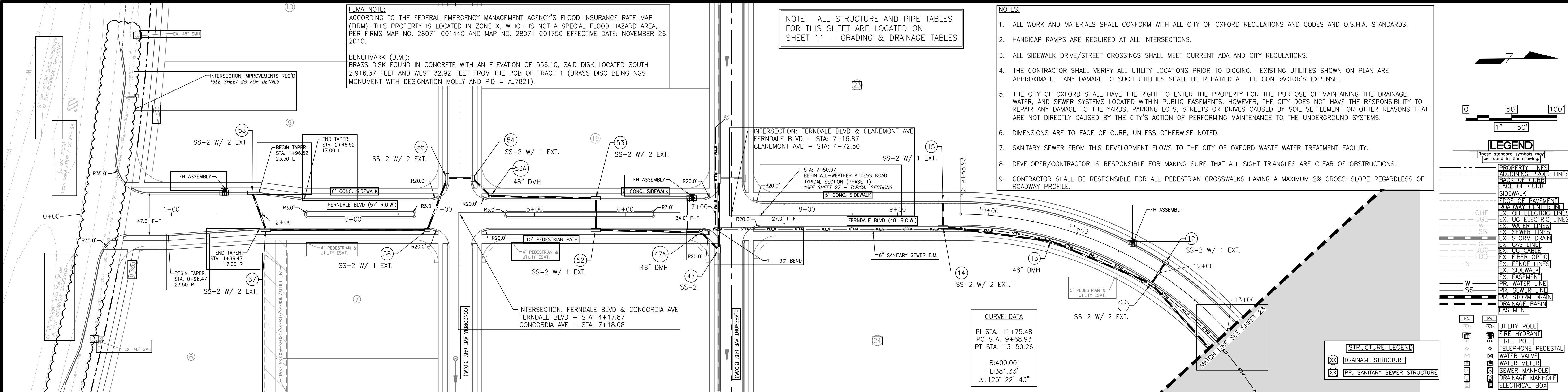
**CLAREMONT AVENUE - PLAN & PROFILE**

**OXFORD, MS**

SURVEY: WILLIAMS ENGINEERING	DATE: 6/3/2019	PROJECT NO.: 1000-21
DESIGN BY: J. GRANBERRY, P.E.	DATE: 5/28/2020	BOOK:
DRAWN BY: J. GRANBERRY, P.E.	DATE: 5/28/2020	SCALE: 1" = 50'H, 1" = 5'V

OWNER: MFM DEVELOPMENT, LLC  
ENGINEER: GRANBERRY & ASSOCIATES, LLC

C:\Users\jgranberry\OneDrive\Documents\Projects\CLAREMONT AVENUE - PLAN & PROFILE.dwg



**REVISION**

ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE
1	REVISED DUE TO LAND SWAP & DEVELOPMENT	12/05/2020

**DIVISION OF ENGINEERING**  
**FERNDALE BLVD - PLAN & PROFILE**  
**OXFORD, MS**

**OWNER: MFM DEVELOPMENT, LLC**  
**ENGINEER: GRANBERRY & ASSOCIATES, LLC**

**COLONNADE CROSSING SUBDIVISION**

**DATE: 6/3/2019**  
**DATE: 5/28/2020**  
**DATE: 5/28/2020**

**PROJECT NO.: 1000-21**  
**BOOK:**  
**SCALE: 1" = 50'H**  
**1" = 5'V**

**FEMA NOTE:**  
 ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM), THIS PROPERTY IS LOCATED IN ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA, PER FIRMS MAP NO. 28071 C0144C AND MAP NO. 28071 C0175C EFFECTIVE DATE: NOVEMBER 26, 2010.

**BENCHMARK (B.M.):**  
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- NOTES:**
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  3. ALL SIDEWALK DRIVE/STREET CROSSINGS SHALL MEET CURRENT ADA AND CITY REGULATIONS.
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  8. DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT ALL SIGHT TRIANGLES ARE CLEAR OF OBSTRUCTIONS.
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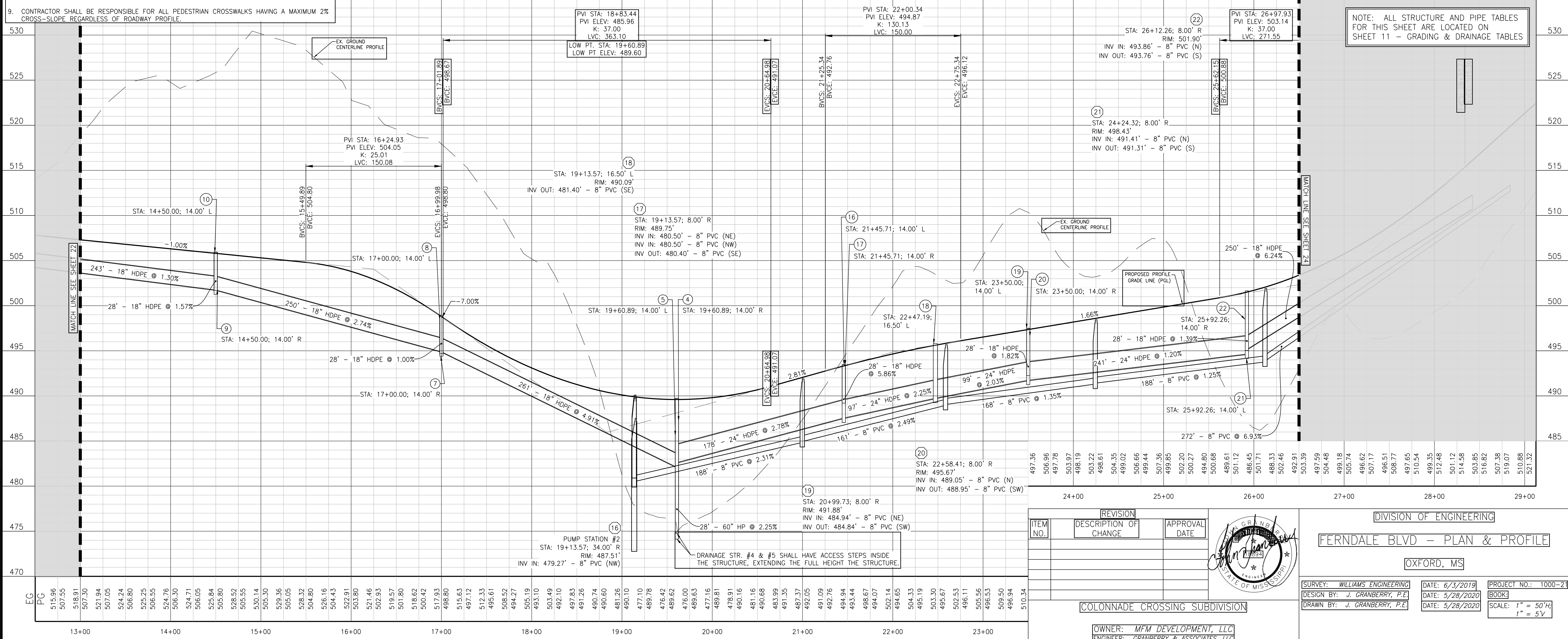
**LEGEND**  
 (These standard symbols may be found in the drawing)

--- PROPERTY LINES  
 --- EXISTING PROFILE  
 --- BACK OF CURB  
 --- FACE OF CURB  
 --- SIDEWALK  
 --- EDGE OF PAVEMENT  
 --- ROADWAY CENTERLINE  
 --- EX. OH ELECTRICAL LINES  
 --- EX. WATER LINES  
 --- EX. SEWER LINES  
 --- EX. STORM DRAIN  
 --- EX. GAS LINE  
 --- EX. DIS. CABLE  
 --- EX. FIBER OPTIC  
 --- EX. FENCE LINES  
 --- EX. SIDEWALK  
 --- EX. GROUND  
 --- PR. WATER LINE  
 --- PR. SEWER LINE  
 --- DRAINAGE BASIN  
 --- EASEMENT

**STRUCTURE LEGEND**

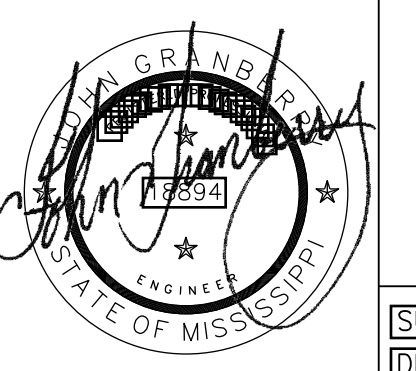
--- DRAINAGE STRUCTURE  
 --- PR. SANITARY SEWER STRUCTURE

--- UTILITY POLE  
 --- FIRE HYDRANT  
 --- LIGHT POLE  
 --- TELEPHONE PEDESTAL  
 --- WATER VALVE  
 --- WATER METER  
 --- SEWER MANHOLE  
 --- DRAINAGE MANHOLE  
 --- ELECTRICAL BOX



NOTE: ALL STRUCTURE AND PIPE TABLES FOR THIS SHEET ARE LOCATED ON SHEET 11 - GRADING & DRAINAGE TABLES

ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE



**DIVISION OF ENGINEERING**  
**FERNDALE BLVD -- PLAN & PROFILE**  
**OXFORD, MS**

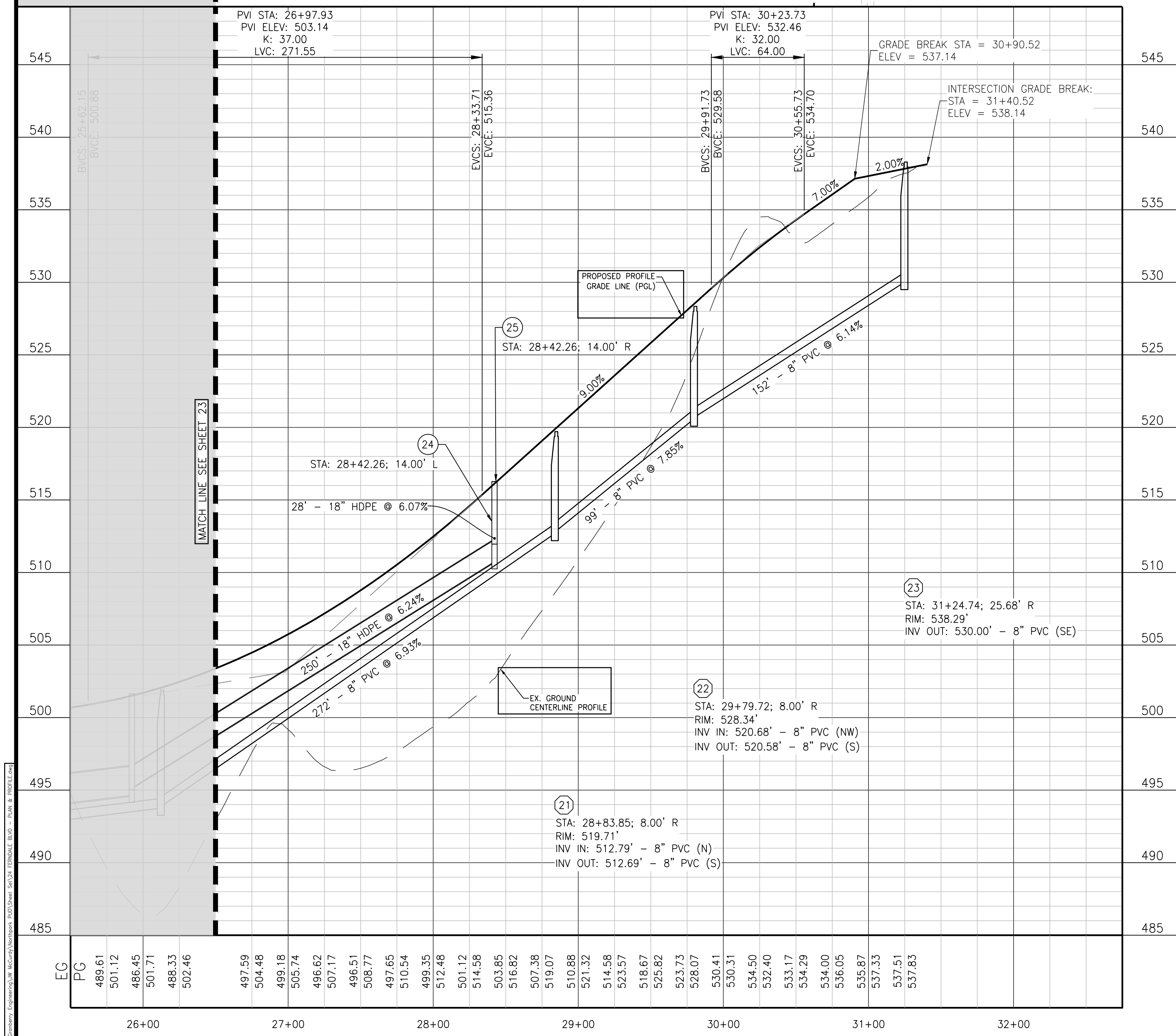
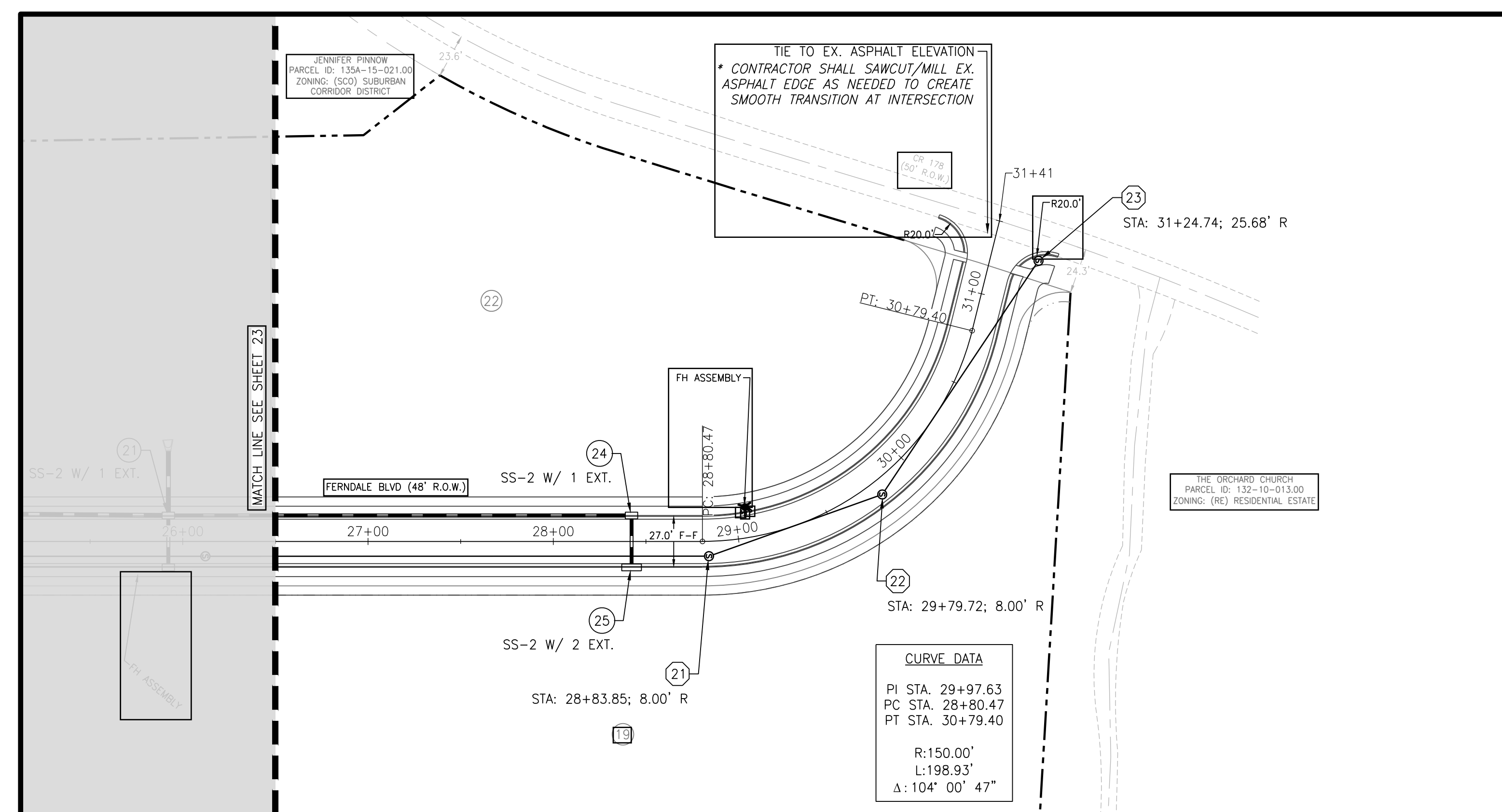
SURVEY: WILLIAMS ENGINEERING  
 DESIGN BY: J. GRANBERRY, P.E.  
 DRAWN BY: J. GRANBERRY, P.E.

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PROJECT NO.: 1000-21  
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COLONNADE CROSSING SUBDIVISION

OWNER: MFM DEVELOPMENT, LLC  
 ENGINEER: GRANBERRY & ASSOCIATES, LLC

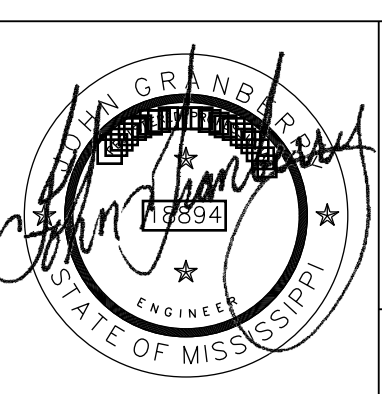


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ITEM NO.	REVISION	DESCRIPTION OF CHANGE	APPROVAL DATE



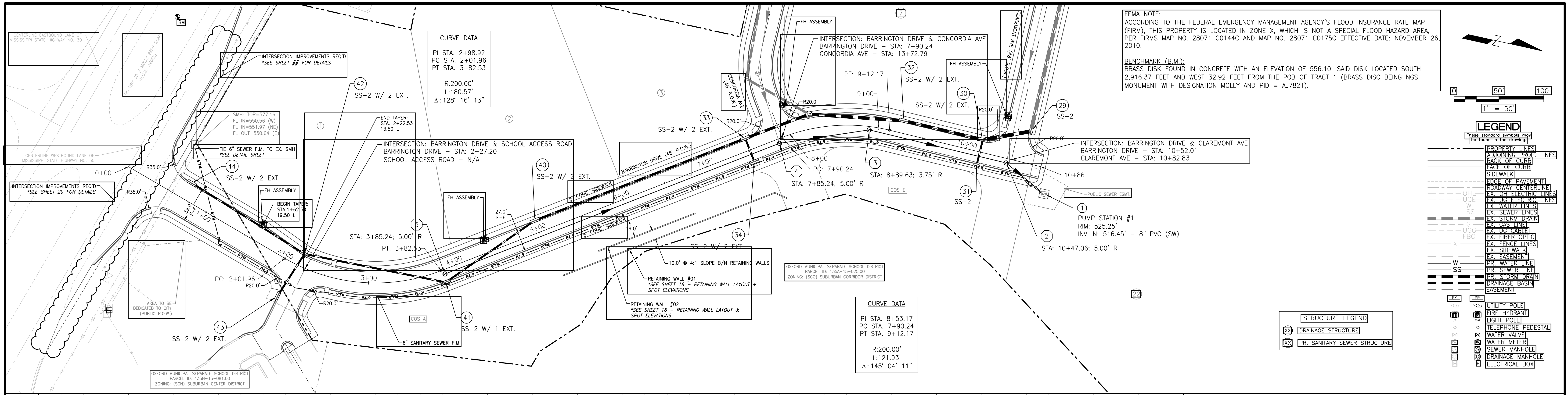
**DIVISION OF ENGINEERING**

**FERNDALE BLVD - PLAN & PROFILE**

**OXFORD, MS**

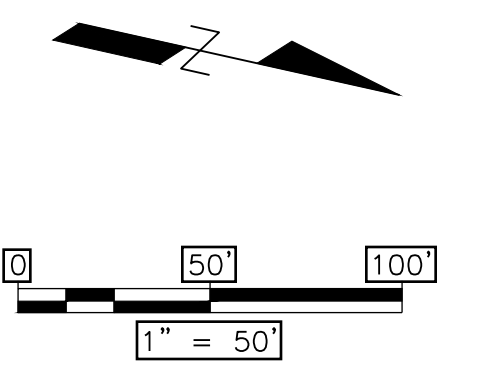
SURVEY: WILLIAMS ENGINEERING	DATE: 6/3/2019	PROJECT NO.: 1000-21
DESIGN BY: J. GRANBERRY, P.E.	DATE: 5/28/2020	BOOK:
DRAWN BY: J. GRANBERRY, P.E.	DATE: 5/28/2020	SCALE: 1" = 50'H, 1" = 5'V

OWNER: MFM DEVELOPMENT, LLC  
 ENGINEER: GRANBERRY & ASSOCIATES, LLC



**FEMA NOTE:**  
 ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM), THIS PROPERTY IS LOCATED IN ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA. PER FIRMS MAP NO. 28071 C0144C AND MAP NO. 28071 C0175C EFFECTIVE DATE: NOVEMBER 26, 2010.

**BENCHMARK (B.M.):**  
 BRASS DISK FOUND IN CONCRETE WITH AN ELEVATION OF 556.10, SAID DISK LOCATED SOUTH 2,916.37 FEET AND WEST 32.92 FEET FROM THE POB OF TRACT 1 (BRASS DISC BEING NGS MONUMENT WITH DESIGNATION MOLLY AND PID = AJ7821).



**LEGEND**

These standard symbols may be used in the drawing

---	PROPERTY LINES
---	ADJUTING PROP. LINES
---	BACK OF CURB
---	FACE OF CURB
---	SIDEWALK
---	EDGE OF PAVEMENT
---	ROADWAY CENTERLINE
---	EX. OH. ELECTRIC LINES
---	EX. UG. ELECTRIC LINES
---	EX. GAS LINE
---	EX. WATER LINES
---	EX. SEWER LINES
---	EX. STORM DRAIN
---	EX. SLOPE TIE
---	EX. UG. CABLE
---	EX. FIBER OPTIC
---	EX. FENCE LINES
---	EX. SIDEWALK
---	EX. BASEMENT
---	PR. WATER LINE
---	PR. SEWER LINE
---	PR. STORM DRAIN
---	DRAINAGE BASIN
---	EASEMENT

EX	UTILITY POLE
EX	FIRE HYDRANT
EX	LIGHT POLE
EX	TELEPHONE PEDESTAL
EX	WATER VALVE
EX	WATER METER
EX	SEWER MANHOLE
EX	DRAINAGE MANHOLE
EX	ELECTRICAL BOX

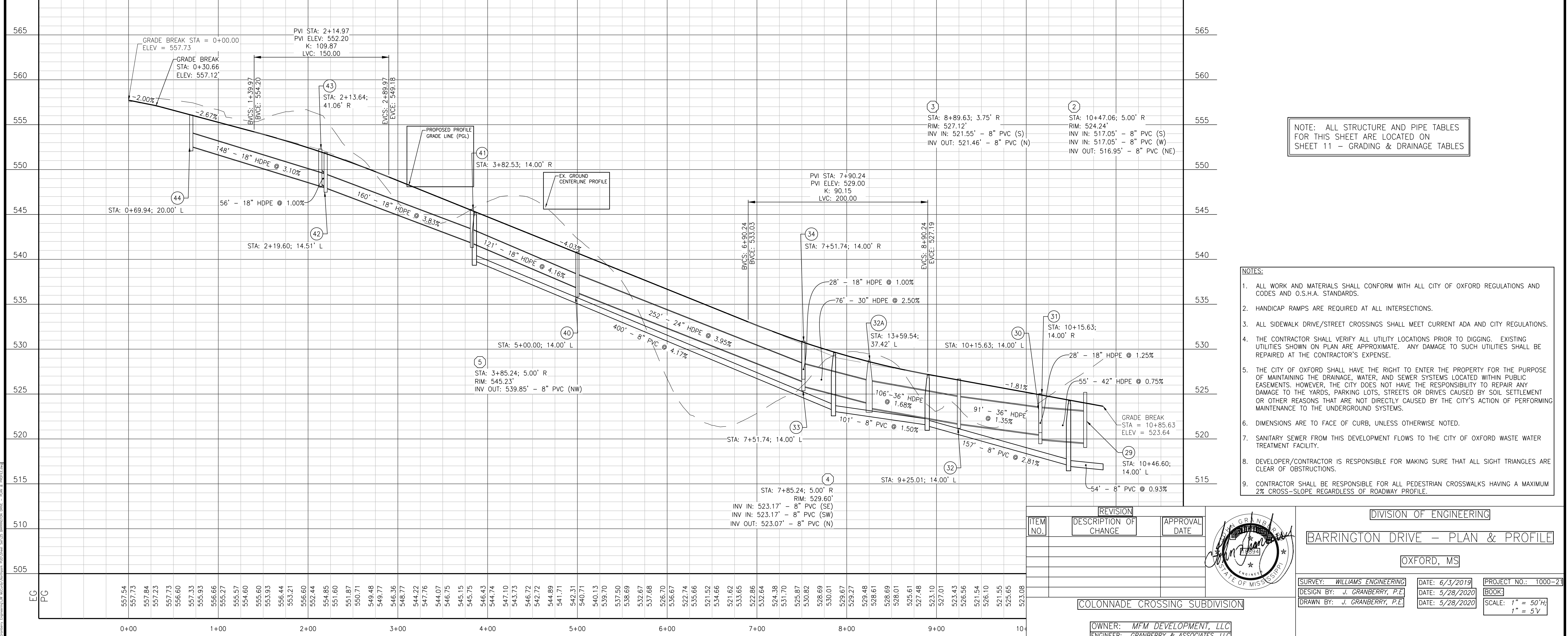
**STRUCTURE LEGEND**

XX	DRAINAGE STRUCTURE
XX	PR. SANITARY SEWER STRUCTURE

**CURVE DATA**  
 PI STA. 2+98.92  
 PC STA. 2+01.96  
 PT STA. 3+82.53  
 R:200.00'  
 L:180.57'  
 Δ: 128° 16' 13"

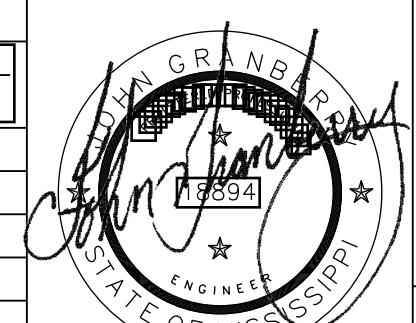
**CURVE DATA**  
 PI STA. 8+53.17  
 PC STA. 7+90.24  
 PT STA. 9+12.17  
 R:200.00'  
 L:121.93'  
 Δ: 145° 04' 11"

NOTE: ALL STRUCTURE AND PIPE TABLES FOR THIS SHEET ARE LOCATED ON SHEET 11 - GRADING & DRAINAGE TABLES



- NOTES:**
- ALL WORK AND MATERIALS SHALL CONFORM WITH ALL CITY OF OXFORD REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
  - HANDICAP RAMPS ARE REQUIRED AT ALL INTERSECTIONS.
  - ALL SIDEWALK DRIVE/STREET CROSSINGS SHALL MEET CURRENT ADA AND CITY REGULATIONS.
  - THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO DIGGING. EXISTING UTILITIES SHOWN ON PLAN ARE APPROXIMATE. ANY DAMAGE TO SUCH UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
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  - DIMENSIONS ARE TO FACE OF CURB, UNLESS OTHERWISE NOTED.
  - SANITARY SEWER FROM THIS DEVELOPMENT FLOWS TO THE CITY OF OXFORD WASTE WATER TREATMENT FACILITY.
  - DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT ALL SIGHT TRIANGLES ARE CLEAR OF OBSTRUCTIONS.
  - CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PEDESTRIAN CROSSWALKS HAVING A MAXIMUM 2% CROSS-SLOPE REGARDLESS OF ROADWAY PROFILE.

REVISION	APPROVAL DATE
ITEM NO.	DESCRIPTION OF CHANGE



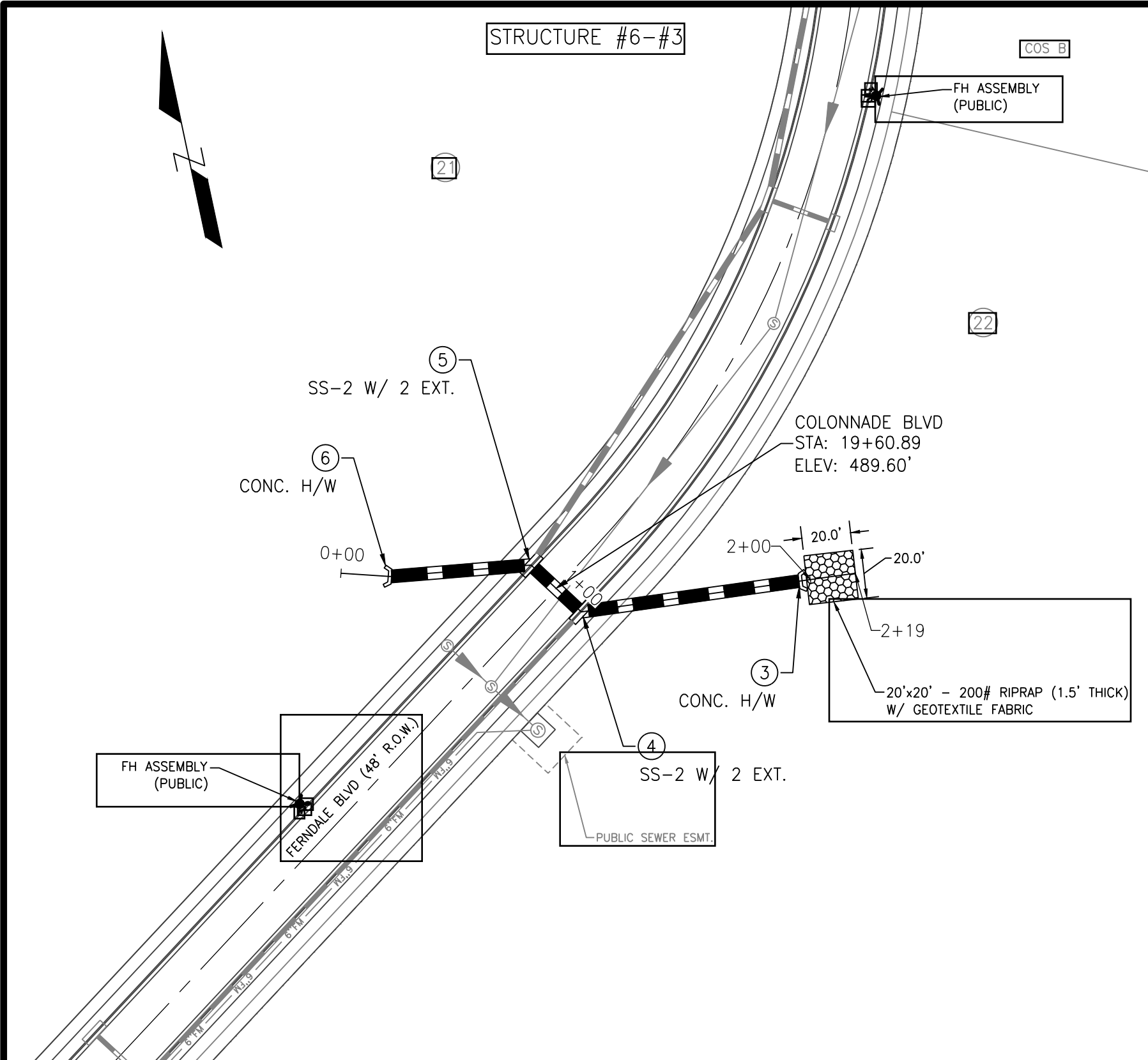
**DIVISION OF ENGINEERING**  
**BARRINGTON DRIVE - PLAN & PROFILE**  
 OXFORD, MS

SURVEY: WILLIAMS ENGINEERING	DATE: 6/3/2019	PROJECT NO.: 1000-21
DESIGN BY: J. GRANBERRY, P.E.	DATE: 5/28/2020	BOOK:
DRAWN BY: J. GRANBERRY, P.E.	DATE: 5/28/2020	SCALE: 1" = 50'H, 1" = 5V

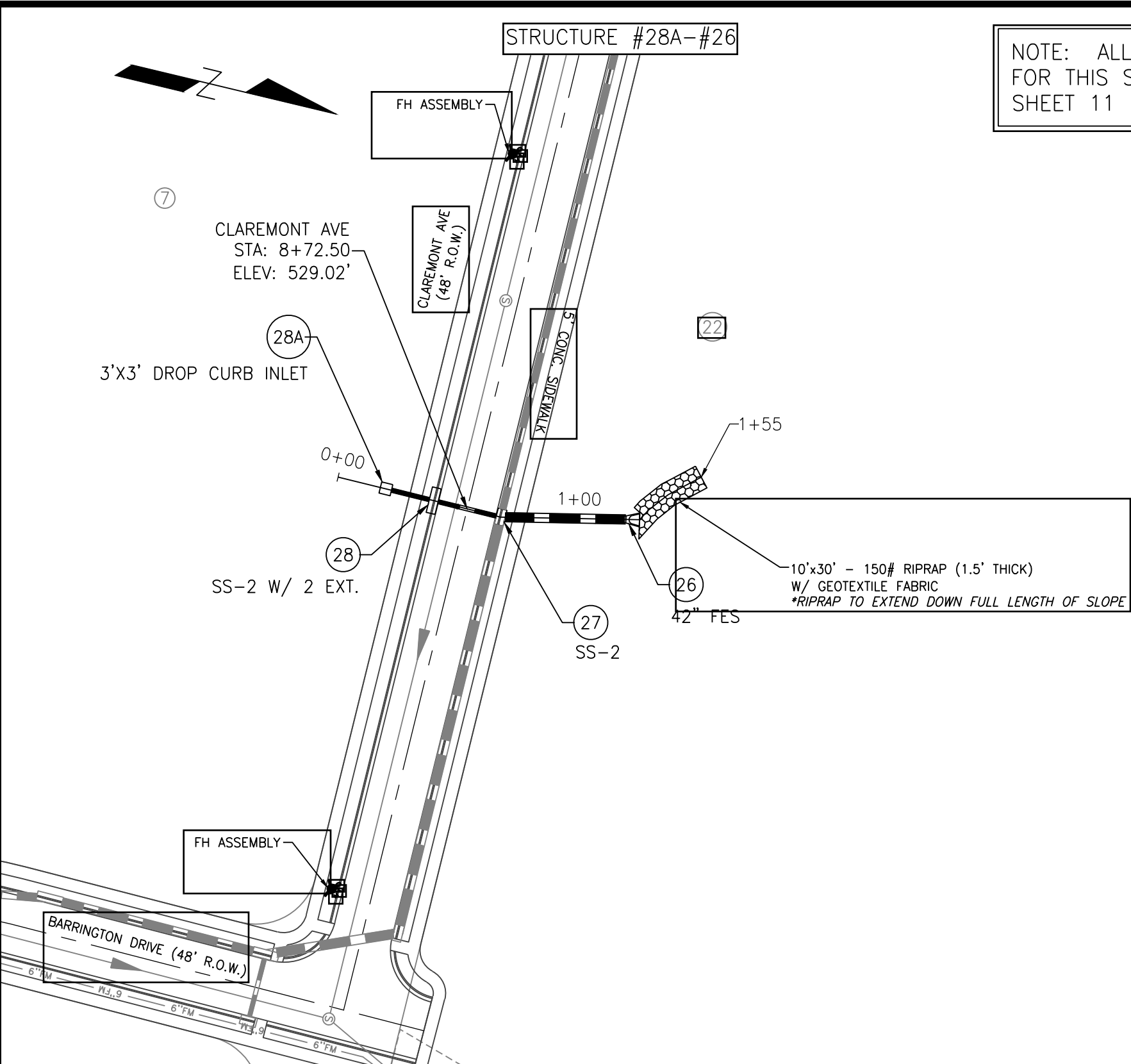
COLONNADE CROSSING SUBDIVISION

OWNER: MFM DEVELOPMENT, LLC  
 ENGINEER: GRANBERRY & ASSOCIATES, LLC

STRUCTURE #6-#3



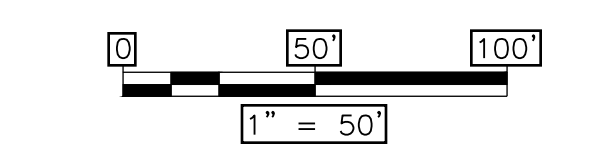
STRUCTURE #28A-#26



NOTE: ALL STRUCTURE AND PIPE TABLES FOR THIS SHEET ARE LOCATED ON SHEET 11 - GRADING & DRAINAGE TABLES

FEMA NOTE:  
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**LEGEND**

(These standard symbols may be found in the drawing)

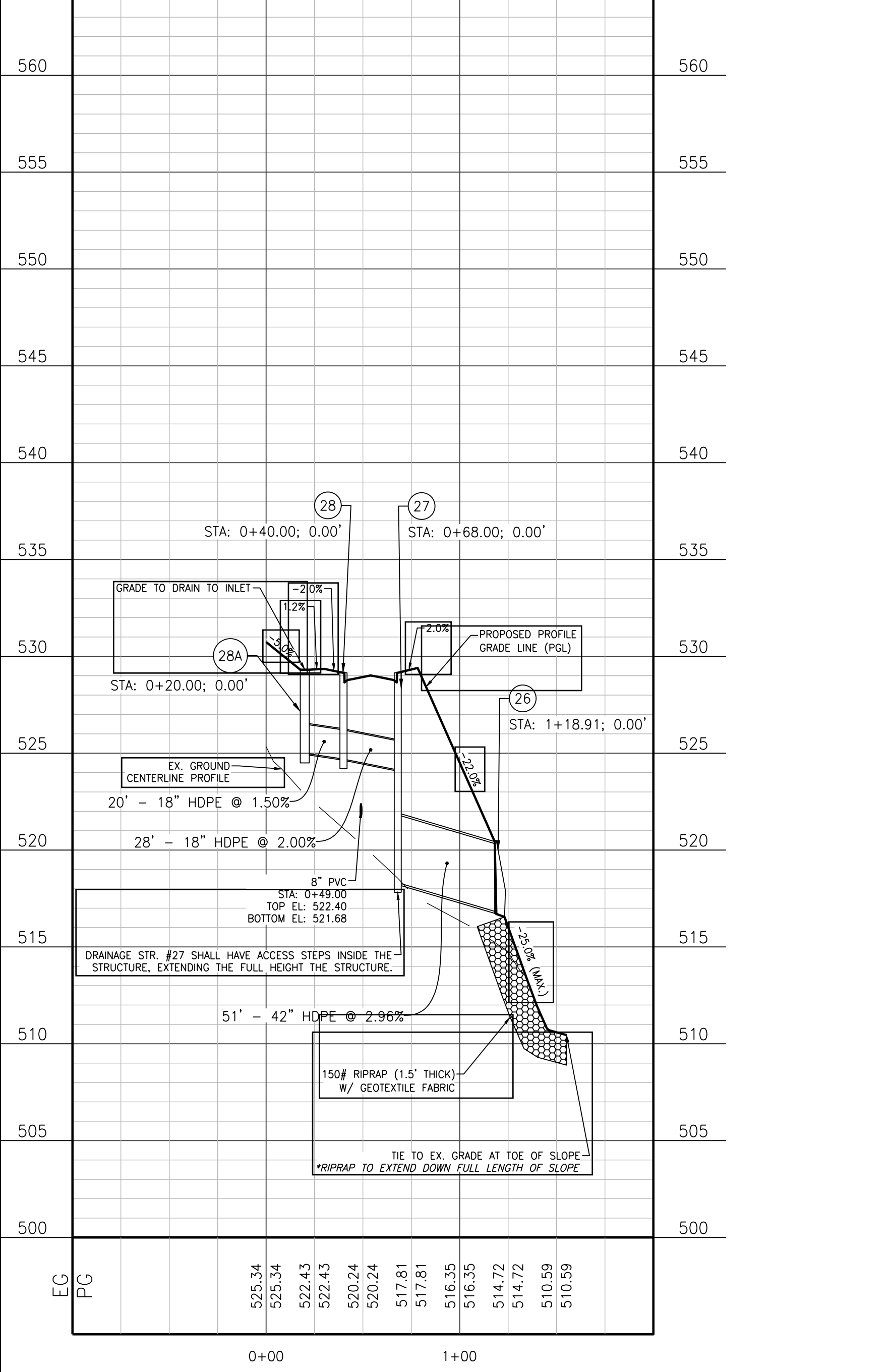
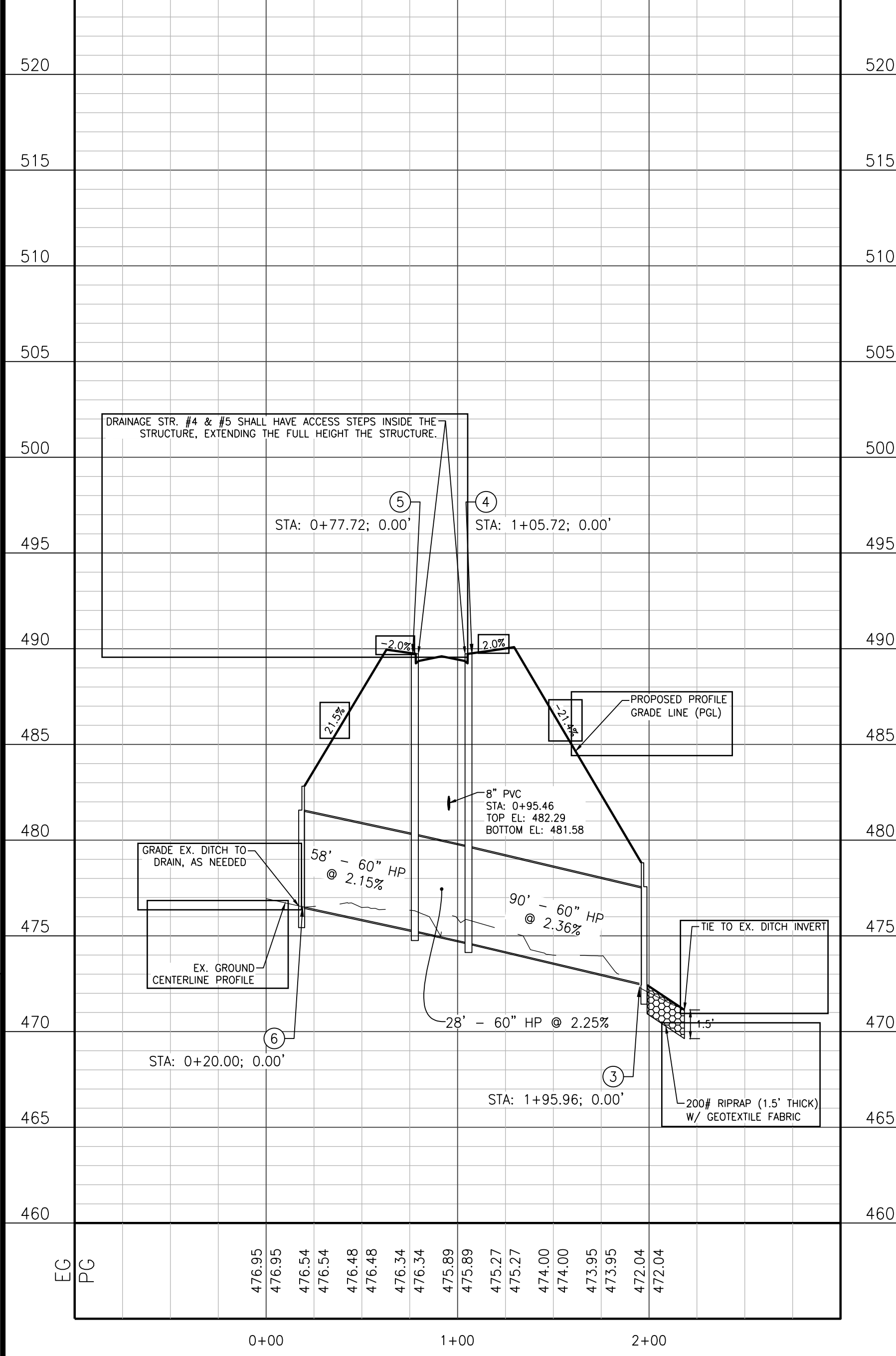
---	PROPERTY LINES
---	ADJUTING PROP. LINES
---	BACK OF CURB
---	FACE OF CURB
---	SIDEWALK
---	EDGE OF PAVEMENT
---	ROADWAY CENTERLINE
---	OHE EX. OH ELECTRIC LINES
---	UGE EX. UG ELECTRIC LINES
---	W EX. WATER LINES
---	SS EX. SEWER LINES
---	EX. STORM DRAIN
---	EX. GAS LINE
---	EX. UG CABLE
---	EX. FIBER OPTIC
---	EX. FENCE LINES
---	EX. SIDEWALK
---	EX. EASEMENT
---	PR. WATER LINE
---	PR. SEWER LINE
---	PR. STORM DRAIN
---	DRAINAGE BASIN
---	EASEMENT

EX	UTILITY POLE
FD	FIRE HYDRANT
LP	LIGHT POLE
TP	TELEPHONE PEDESTAL
WV	WATER VALVE
WM	WATER METER
SM	SEWER MANHOLE
DM	DRAINAGE MANHOLE
EB	ELECTRICAL BOX

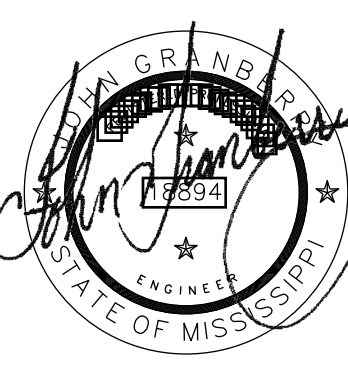
**STRUCTURE LEGEND**

XX	DRAINAGE STRUCTURE
XX	PR. SANITARY SEWER STRUCTURE



- NOTES:**
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  - CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PEDESTRIAN CROSSWALKS HAVING A MAXIMUM 2% CROSS-SLOPE REGARDLESS OF ROADWAY PROFILE.

REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE

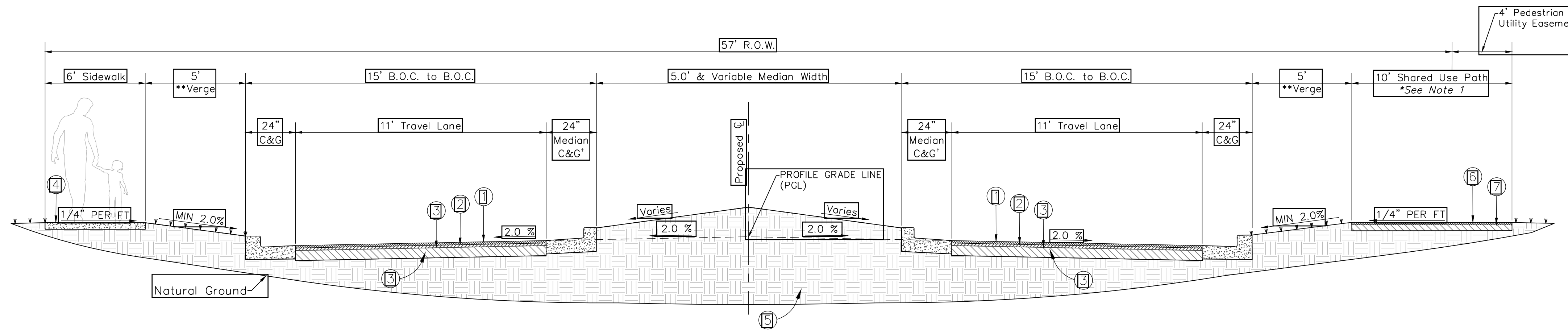


DIVISION OF ENGINEERING  
**OFF-STREET DRAINAGE - PLAN & PROFILE**  
 OXFORD, MS

SURVEY BY: WILLIAMS ENGINEERING	DATE: 6/3/2019	PROJECT NO.: 1000-21
DESIGN BY: J. GRANBERRY, P.E.	DATE: 5/28/2020	BOOK:
DRAWN BY: J. GRANBERRY, P.E.	DATE: 5/28/2020	SCALE: 1" = 50'H 1" = 5'V

COLONNADE CROSSING SUBDIVISION

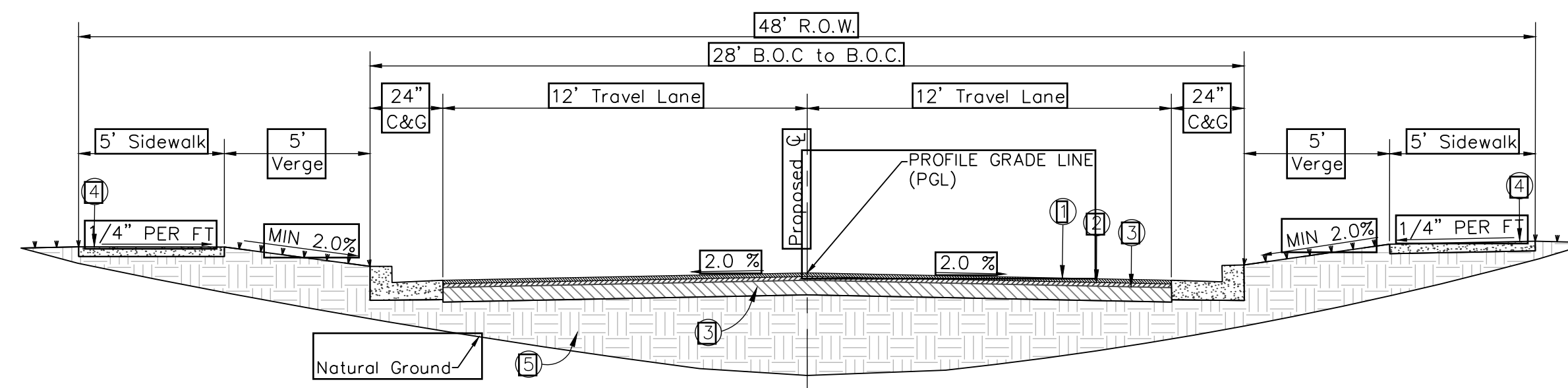
OWNER: MFM DEVELOPMENT, LLC  
 ENGINEER: GRANBERRY & ASSOCIATES, LLC



TYPICAL SECTION - DIVIDED MEDIAN (CITY AVENUE 1)  
 LOCATION: FERNDALÉ BOULEVARD: STA. 0+00 - STA. 7+16.87

N.T.S.

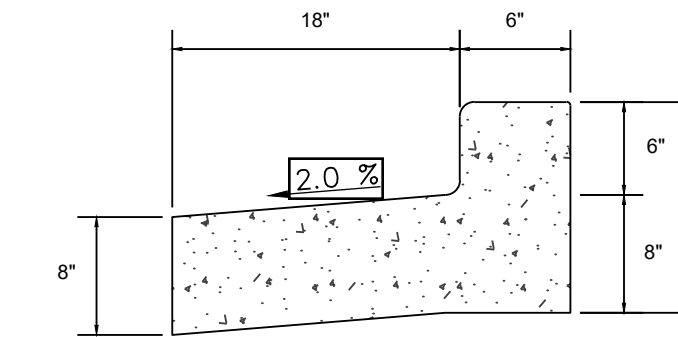
- ① 1.0" SURFACE COURSE ASPHALT PAVEMENT (9.5mm, ST, ASPHALT PAVEMENT)
- ② 2.5" BASE COURSE ASPHALT PAVEMENT (19mm, ST, ASPHALT PAVEMENT)
- ③ 6" SUBBASE COURSE - 3/4" CRUSHED LIMESTONE (98% STANDARD PROCTOR)
- ④ 4" CONCRETE SIDEWALK (4,000 PSI, 5% AIR-ENTRAINED)
- ⑤ COMPACTED SUBGRADE (95% STANDARD PROCTOR)
- ⑥ 1.5" SURFACE COURSE ASPHALT PAVEMENT (9.5mm, ST, ASPHALT PAVEMENT)
- ⑦ 4" SUBBASE COURSE - 3/4" CRUSHED LIMESTONE (98% STANDARD PROCTOR)



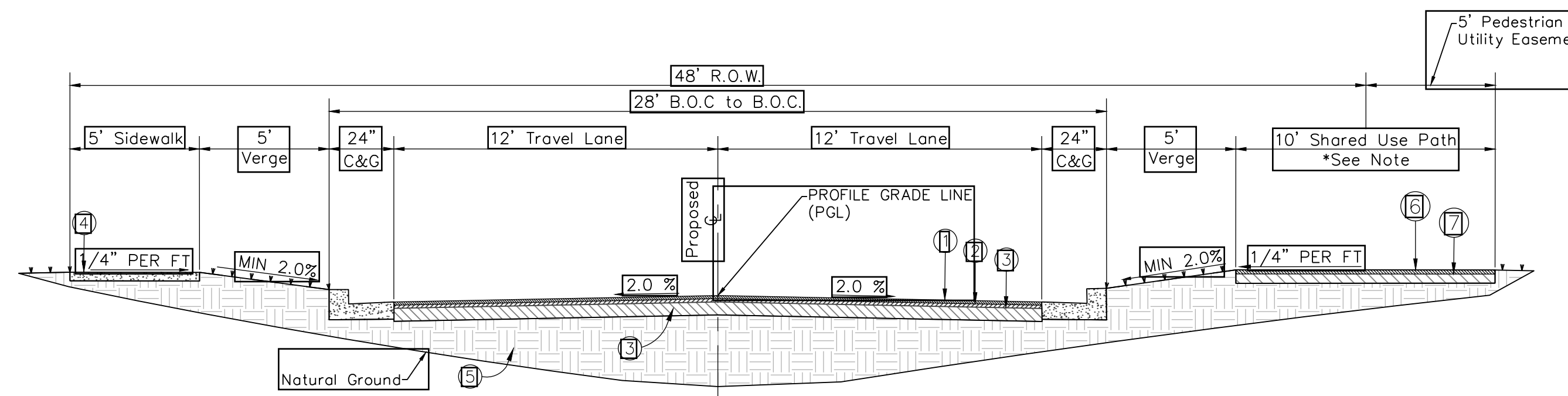
TYPICAL SECTION - TWO LANES W/ CURB & GUTTER (SUBURBAN LOCAL STREET)

LOCATION: BARRINGTON DRIVE  
 CONCORDIA AVENUE  
 CLAREMONT AVENUE  
 BANBRIDGE STREET

N.T.S.



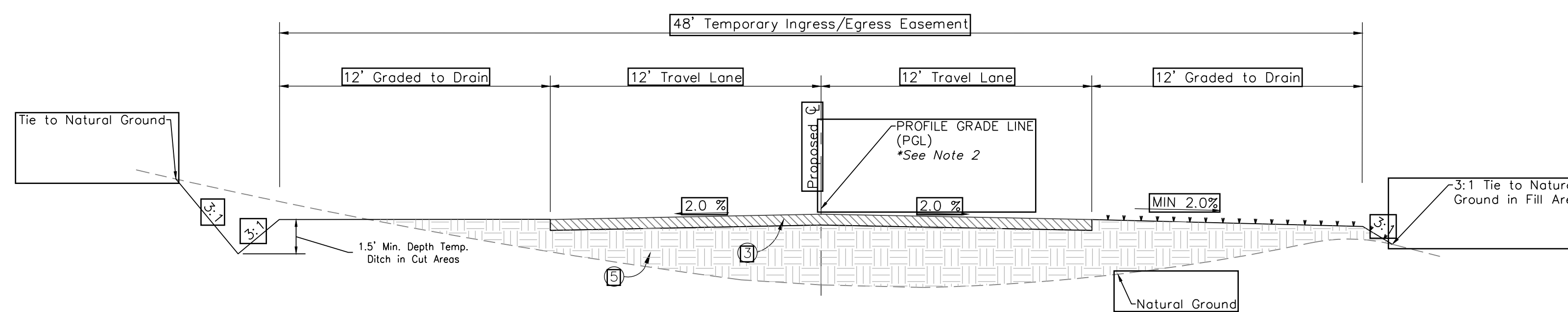
24" MEDIAN CURB & GUTTER DETAIL  
 N.T.S.



TYPICAL SECTION - TWO LANES, CURB & GUTTER, W/ SHARED USE PATH (SUBURBAN LOCAL STREET)

LOCATION: FERNDALÉ BOULEVARD: STA. 7+16.87 - STA. 31+58.22

N.T.S.

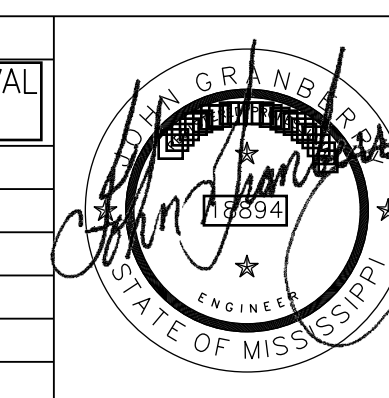


TYPICAL SECTION - TEMPORARY ALL-WEATHER ACCESS ROAD

N.T.S.

- NOTES:
- PORTION OF PATH SHALL BE LOCATED ON PUBLIC RIGHT OF WAY AND PORTION LOCATED ON PEDESTRIAN & UTILITY ESMT. PATH SHALL BE OWNED AND MAINTAINED BY THE CITY AND PUBLIC SHALL HAVE COMPLETE USE/ACCESS TO PATH.
  - PGL FOR TEMPORARY ALL-WEATHER ACCESS ROAD IS 3.5" (ASPHALT THICKNESS) ABOVE GRADE OF CONSTRUCTED TEMPORARY ALL-WEATHER ACCESS ROAD SURFACE.

REVISION	DESCRIPTION OF CHANGE	APPROVAL DATE



DIVISION OF ENGINEERING  
 TYPICAL SECTIONS  
 OXFORD, MS

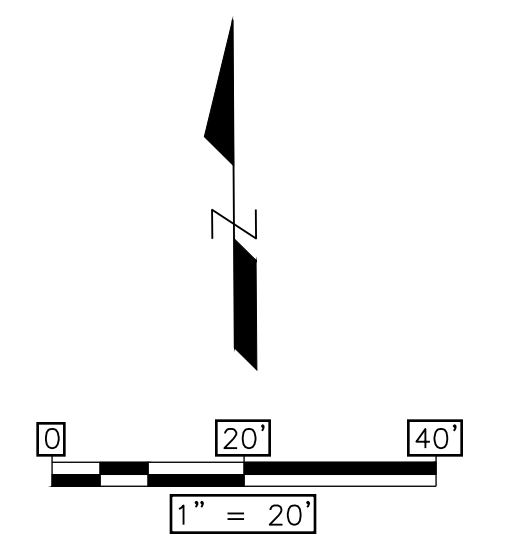
SURVEY: WILLIAMS ENGINEERING DATE: 6/3/2019 PROJECT NO.: 1000-21  
 DESIGN BY: J. GRANBERRY, P.E. DATE: 5/28/2020 BOOK:  
 DRAWN BY: J. GRANBERRY, P.E. DATE: 5/28/2020 SCALE: N.T.S.

COLONNADE CROSSING SUBDIVISION

OWNER: MFM DEVELOPMENT, LLC  
 ENGINEER: GRANBERRY & ASSOCIATES, LLC



NOTE: ALL STRUCTURE AND PIPE TABLES FOR THIS SHEET ARE LOCATED ON SHEET 11 - GRADING & DRAINAGE TABLES



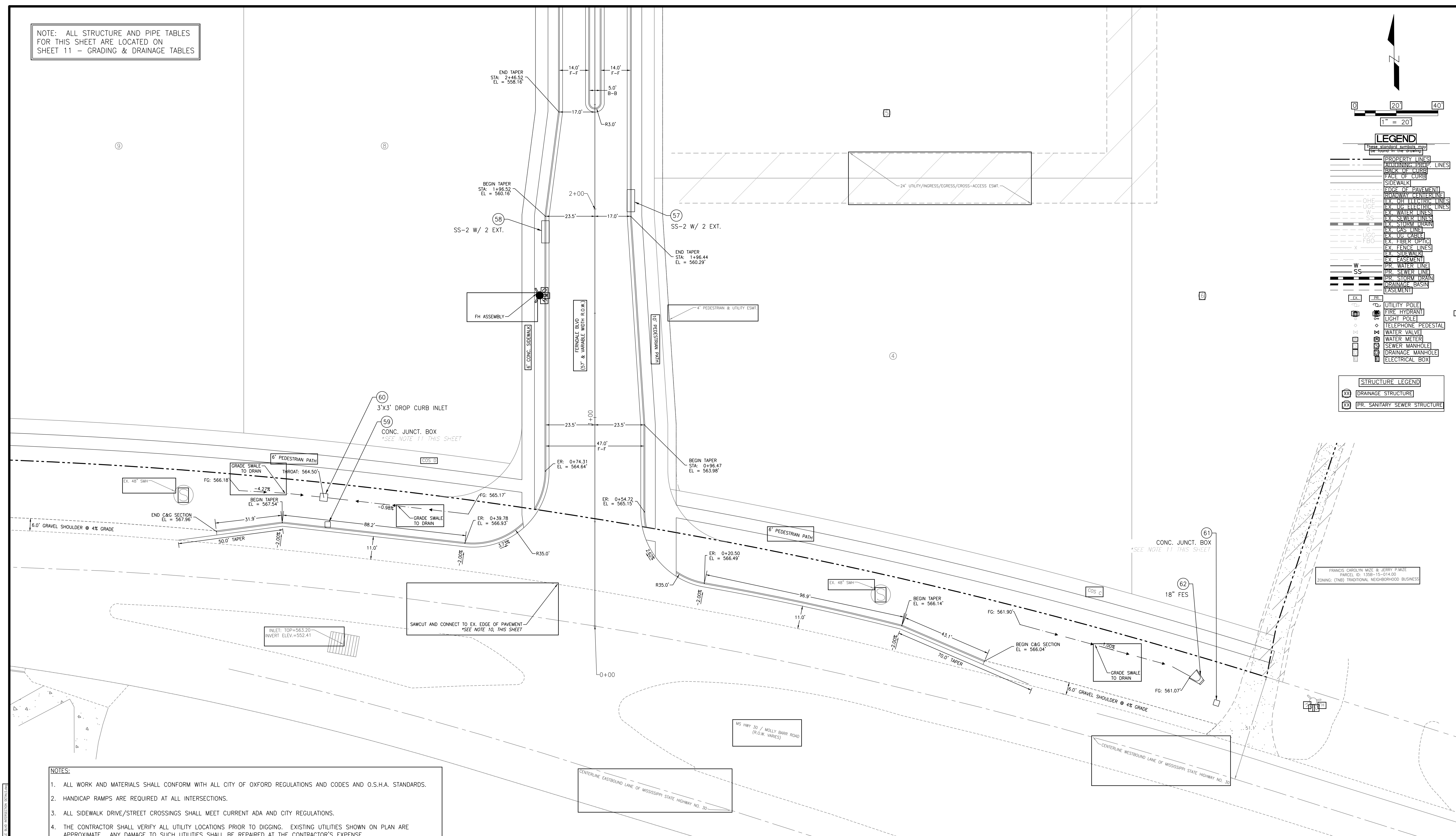
**LEGEND**

These standard symbols may be found in the drawing

---	PROPERTY LINES
---	ADJUTING PROP.
---	BACK OF CURB
---	FACE OF CURB
---	SIDEWALK
---	EDGE OF PAVEMENT
---	ROADWAY CENTERLINE
---	OHE
---	UGE
---	W
---	SS
---	U
---	UGC
---	FBO
---	X
---	EX. OH ELECTRIC LINES
---	EX. WATER LINES
---	EX. SEWER LINES
---	EX. STORM DRAIN
---	EX. GAS LINE
---	EX. FIBER OPTIC
---	EX. FENCE LINES
---	EX. SIDEWALK
---	EX. EASEMENT
---	PR. WATER LINE
---	PR. SEWER LINE
---	PR. STORM DRAIN
---	DRAINAGE BASIN
---	EASEMENT
---	EX. UTILITY POLE
---	EX. FIRE HYDRANT
---	EX. LIGHT POLE
---	EX. TELEPHONE PEDESTAL
---	EX. WATER VALVE
---	EX. SEWER MANHOLE
---	EX. DRAINAGE MANHOLE
---	EX. ELECTRICAL BOX

---	STRUCTURE LEGEND
---	DRAINAGE STRUCTURE
---	PR. SANITARY SEWER STRUCTURE



- NOTES:**
1. ALL WORK AND MATERIALS SHALL CONFORM WITH ALL CITY OF OXFORD REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
  2. HANDICAP RAMPS ARE REQUIRED AT ALL INTERSECTIONS.
  3. ALL SIDEWALK DRIVE/STREET CROSSINGS SHALL MEET CURRENT ADA AND CITY REGULATIONS.
  4. THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO DIGGING. EXISTING UTILITIES SHOWN ON PLAN ARE APPROXIMATE. ANY DAMAGE TO SUCH UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
  5. THE CITY OF OXFORD SHALL HAVE THE RIGHT TO ENTER THE PROPERTY FOR THE PURPOSE OF MAINTAINING THE DRAINAGE, WATER, AND SEWER SYSTEMS LOCATED WITHIN PUBLIC EASEMENTS. HOWEVER, THE CITY DOES NOT HAVE THE RESPONSIBILITY TO REPAIR ANY DAMAGE TO THE YARDS, PARKING LOTS, STREETS OR DRIVES CAUSED BY SOIL SETTLEMENT OR OTHER REASONS THAT ARE NOT DIRECTLY CAUSED BY THE CITY'S ACTION OF PERFORMING MAINTENANCE TO THE UNDERGROUND SYSTEMS.
  6. DIMENSIONS ARE TO FACE OF CURB, UNLESS OTHERWISE NOTED.
  7. DRAINAGE AND ASSOCIATED EASEMENTS LOCATED HEREON ARE OWNED BY THE PUBLIC UNLESS OTHERWISE NOTED.
  8. SANITARY SEWER FROM THIS DEVELOPMENT FLOWS TO THE CITY OF OXFORD WASTE WATER TREATMENT FACILITY.
  9. DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT ALL SIGHT TRIANGLES ARE CLEAR OF OBSTRUCTIONS.
  10. SAWCUT EXISTING EDGE OF PAVEMENT. NEW PAVEMENT ELEVATION SHALL MATCH EXISTING ALONG SAWCUT LINE.
  11. ALL CONCRETE JUNCTION BOXES SHALL HAVE A MANHOLE RING AND COVER ACCESS INSTALLED AT FINISHED GRADE.

**FEMA NOTE:**  
 ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM), THIS PROPERTY IS LOCATED IN ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA, PER FIRMS MAP NO. 28071 C0144C AND MAP NO. 28071 C0175C EFFECTIVE DATE: NOVEMBER 26, 2010.

**BENCHMARK (B.M.):**  
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ITEM NO.	REVISION	DESCRIPTION OF CHANGE	APPROVAL DATE

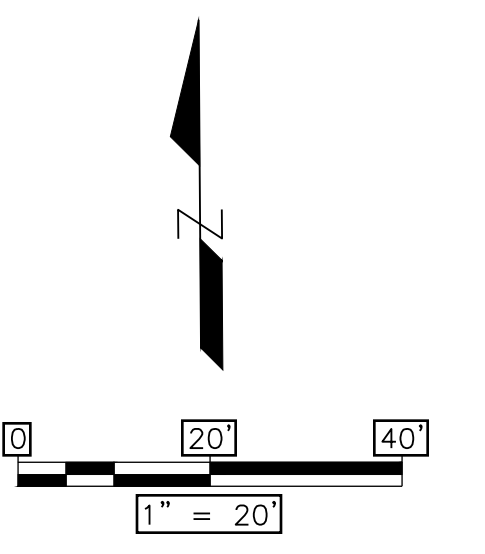


**DIVISION OF ENGINEERING**  
**HWY 30 & FERDALE BLVD**  
**INTERSECTION DETAILS**  
 OXFORD, MS

SURVEY: WILLIAMS ENGINEERING	DATE: 6/3/2019	PROJECT NO.: 1000-21
DESIGN BY: J. GRANBERRY, P.E.	DATE: 5/28/2020	BOOK:
DRAWN BY: J. GRANBERRY, P.E.	DATE: 5/28/2020	SCALE: 1" = 20'

COLONNADE CROSSING SUBDIVISION

OWNER: MFM DEVELOPMENT, LLC  
 ENGINEER: GRANBERRY & ASSOCIATES, LLC



**LEGEND**

These standard symbols may be found in the drawing.

---	PROPERTY LINES
---	ADJUTING PROPERTY LINES
---	BACK OF CURB
---	FACE OF CURB
---	SIDEWALK
---	EDGE OF PAVEMENT
---	ROADWAY CENTERLINE
---	EX. OH. ELECTRIC LINES
---	EX. DC. ELECTRIC LINES
---	EX. WATER LINES
---	EX. SEWER LINES
---	EX. STORM DRAIN
---	EX. GAS LINE
---	EX. CABLE
---	EX. FIBER OPTIC
---	EX. FENCE LINES
---	EX. SIDEWALK
---	EX. EASEMENT
---	PR. WATER LINE
---	PR. SEWER LINE
---	PR. STORM DRAIN
---	DRAINAGE BASIN
---	EASEMENT

Ex	Ex. Structure
U	Utility Pole
FH	Fire Hydrant
LP	Light Pole
TP	Telephone Pedestal
WV	Water Valve
WM	Water Meter
SM	Sewer Manhole
DM	Drainage Manhole
EB	Electrical Box

**STRUCTURE LEGEND**

XX	Drainage Structure
PR	Sanitary Sewer Structure

NOTE: ALL STRUCTURE AND PIPE TABLES FOR THIS SHEET ARE LOCATED ON SHEET 11 - GRADING & DRAINAGE TABLES

FRANCIS CAROLYN PERKINS LIVING TRUST  
PARCEL ID: 135H-15-077.00  
ZONING: (TNB) TRADITIONAL NEIGHBORHOOD BUSINESS

1 STORY BRICK

INTERSECTION: BARRINGTON DRIVE & SCHOOL ACCESS ROAD  
BARRINGTON DRIVE - STA: 2+27.20  
SCHOOL ACCESS ROAD - N/A

OXFORD MUNICIPAL SEPARATE SCHOOL DISTRICT  
PARCEL ID: 135A-15-024.00  
ZONING: (SCN) SUBURBAN CENTER DISTRICT

OXFORD MUNICIPAL SEPARATE SCHOOL DISTRICT  
PARCEL ID: 135H-15-081.00  
ZONING: (SCN) SUBURBAN CENTER DISTRICT

SEE SHEET 36 - SIGNING & STRIPING PLAN - SOUTH FOR STRIPING DETAILS

SAWCUT AND CONNECT TO EX. EDGE OF PAVEMENT  
\*SEE NOTE 10, THIS SHEET

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ITEM NO.	REVISION	DESCRIPTION OF CHANGE	APPROVAL DATE



**DIVISION OF ENGINEERING**  
**HWY 30 & BARRINGTON DRIVE**  
**INTERSECTION DETAILS**  
OXFORD, MS

SURVEY BY: WILLIAMS ENGINEERING	DATE: 6/3/2019	PROJECT NO.: 1000-21
DESIGN BY: J. GRANBERRY, P.E.	DATE: 5/28/2020	BOOK:
DRAWN BY: J. GRANBERRY, P.E.	DATE: 5/28/2020	SCALE: 1" = 20'

COLONNADE CROSSING SUBDIVISION

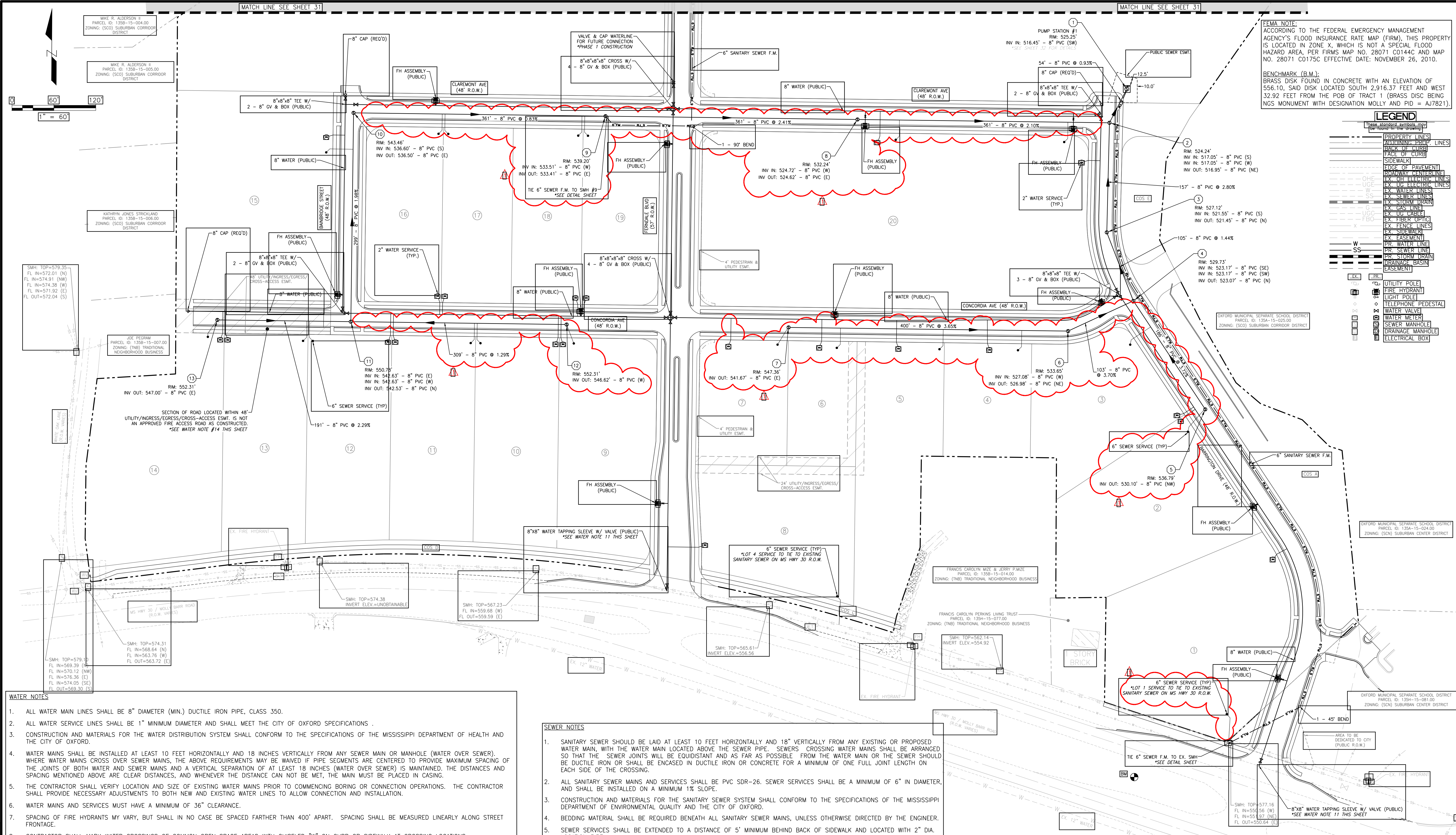
OWNER: MFM DEVELOPMENT, LLC  
ENGINEER: GRANBERRY & ASSOCIATES, LLC

**FEMA NOTE:**  
 ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM), THIS PROPERTY IS LOCATED IN ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA, PER FIRMS MAP NO. 28071 C0144C AND MAP NO. 28071 C0175C EFFECTIVE DATE: NOVEMBER 26, 2010.

**BENCHMARK (B.M.):**  
 BRASS DISK FOUND IN CONCRETE WITH AN ELEVATION OF 556.10, SAID DISK LOCATED SOUTH 2,916.37 FEET AND WEST 32.92 FEET FROM THE POB OF TRACT 1 (BRASS DISC BEING NGS MONUMENT WITH DESIGNATION MOLLY AND PID = AJ7821).

**LEGEND**

---	PROPERTY LINES
---	ADJACENT PROPERTY LINES
---	FACE OF CURB
---	EDGE OF PAVEMENT
---	ROADWAY CENTERLINE
---	EX. OH ELECTRIC LINES
---	EX. US ELECTRIC LINES
---	EX. WATER LINES
---	EX. GAS TUBE
---	EX. STORM DRAIN
---	EX. UG CABLE
---	EX. FIBER OPTIC
---	EX. FENCE LINES
---	EX. SIDEWALK
---	EX. BASEMENT
---	PR. WATER LINE
---	PR. SEWER LINE
---	PR. STORM DRAIN
---	PR. DRAINAGE BASIN
---	BASEMENT
---	UTILITY POLE
---	FIRE HYDRANT
---	LIGHT POLE
---	TELEPHONE PEDESTAL
---	WATER VALVE
---	WATER METER
---	SEWER MANHOLE
---	DRAINAGE MANHOLE
---	ELECTRICAL BOX



- WATER NOTES**
- ALL WATER MAIN LINES SHALL BE 8" DIAMETER (MIN.) DUCTILE IRON PIPE, CLASS 350.
  - ALL WATER SERVICE LINES SHALL BE 1" MINIMUM DIAMETER AND SHALL MEET THE CITY OF OXFORD SPECIFICATIONS.
  - CONSTRUCTION AND MATERIALS FOR THE WATER DISTRIBUTION SYSTEM SHALL CONFORM TO THE SPECIFICATIONS OF THE MISSISSIPPI DEPARTMENT OF HEALTH AND THE CITY OF OXFORD.
  - WATER MAINS SHALL BE INSTALLED AT LEAST 10 FEET HORIZONTALLY AND 18 INCHES VERTICALLY FROM ANY SEWER MAIN OR MANHOLE (WATER OVER SEWER). WHERE WATER MAINS CROSS OVER SEWER MAINS, THE ABOVE REQUIREMENTS MAY BE WAIVED IF PIPE SEGMENTS ARE CENTERED TO PROVIDE MAXIMUM SPACING OF THE JOINTS OF BOTH WATER AND SEWER MAINS AND A VERTICAL SEPARATION OF AT LEAST 18 INCHES (WATER OVER SEWER) IS MAINTAINED. THE DISTANCES AND SPACING MENTIONED ABOVE ARE CLEAR DISTANCES, AND WHENEVER THE DISTANCE CAN NOT BE MET, THE MAIN MUST BE PLACED IN CASING.
  - THE CONTRACTOR SHALL VERIFY LOCATION AND SIZE OF EXISTING WATER MAINS PRIOR TO COMMENCING BORING OR CONNECTION OPERATIONS. THE CONTRACTOR SHALL PROVIDE NECESSARY ADJUSTMENTS TO BOTH NEW AND EXISTING WATER LINES TO ALLOW CONNECTION AND INSTALLATION.
  - WATER MAINS AND SERVICES MUST HAVE A MINIMUM OF 36" CLEARANCE.
  - SPACING OF FIRE HYDRANTS MAY VARY, BUT SHALL IN NO CASE BE SPACED FARTHER THAN 400' APART. SPACING SHALL BE MEASURED LINEARLY ALONG STREET FRONTAGE.
  - CONTRACTOR SHALL MARK WATER CROSSINGS OF COMMON OPEN SPACE AREAS WITH CHISELED "W" ON CURB OR SIDEWALK AT CROSSING LOCATIONS.
  - WATER SERVICE BUILDING ENTRY SHOWN FOR APPROXIMATE LOCATION. EXACT LOCATION TO BE COORDINATED WITH BUILDING ARCHITECT. WATER SERVICE SHALL BE SPACED 10' FROM SEWER SERVICES, WHERE PRACTICAL.
  - METER BOXES MEETING THE CITY OF OXFORD'S REQUIREMENTS SHALL BE PROVIDED FOR EACH BUILDING BY THE DEVELOPER AND INSTALLED TO GRADE.
  - ALL TAPS MADE BY CITY OF OXFORD ARE TO BE PAID FOR BY CONTRACTOR/DEVELOPER. LOCATION OF EXISTING LINE AND TIE IN DETAILS TO BE FINALIZED WITH UTILITY DEPARTMENT.
  - EXACT LOCATION OF IRRIGATION LINE & METER WITH BACKFLOW PREVENTER SHALL BE DETERMINED BY LANDSCAPE ARCHITECT. SEE LANDSCAPE PLAN FOR ADDITIONAL INFORMATION.
  - THE CITY OF OXFORD SHALL OWN AND MAINTAIN TO THE 8" GATE VALVE & BOX LOCATED ON PUBLIC R.O.W. IMMEDIATELY NORTH OF THE PROPERTY LINE, AS SHOWN. ALL OTHER WATER LINES SHOWN ON THESE PLANS SHALL BE PRIVATE UNLESS OTHERWISE INDICATED.
  - IF ANY ADJACENT LOTS 12, 13, OR 14 INTEND TO USE THE EXTENSION OF CONCORDIA AVENUE (SECTION OF ROAD LOCATED WITHIN 48' UTILITY/INGRESS/EGRESS/CROSS-ACCESS ESMT.) AS A FIRE ACCESS ROAD, REQUIRED NECESSARY DEAD-END FIRE APPARATUS ACCESS ROAD TURNAROUND SHALL BE INSTALLED AND APPROVED AS PART OF SITE PLAN DEVELOPMENT/APPROVAL. FIRE APPARATUS TURNAROUND SHALL COMPLY WITH APPENDIX D OF THE LATEST VERSION OF THE INTERNATIONAL FIRE CODE AND WITH THE CITY OF OXFORD REQUIREMENTS.

- SEWER NOTES**
- SANITARY SEWER SHOULD BE LAID AT LEAST 10 FEET HORIZONTALLY AND 18" VERTICALLY FROM ANY EXISTING OR PROPOSED WATER MAIN, WITH THE WATER MAIN LOCATED ABOVE THE SEWER PIPE. SEWERS CROSSING WATER MAINS SHALL BE ARRANGED SO THAT THE SEWER JOINTS WILL BE EQUIDISTANT AND AS FAR AS POSSIBLE FROM THE WATER MAIN OR THE SEWER SHOULD BE DUCTILE IRON OR SHALL BE ENCASED IN DUCTILE IRON OR CONCRETE FOR A MINIMUM OF ONE FULL JOINT LENGTH ON EACH SIDE OF THE CROSSING.
  - ALL SANITARY SEWER MAINS AND SERVICES SHALL BE PVC SDR-26. SEWER SERVICES SHALL BE A MINIMUM OF 6" IN DIAMETER, AND SHALL BE INSTALLED ON A MINIMUM 1% SLOPE.
  - CONSTRUCTION AND MATERIALS FOR THE SANITARY SEWER SYSTEM SHALL CONFORM TO THE SPECIFICATIONS OF THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY AND THE CITY OF OXFORD.
  - BEDDING MATERIAL SHALL BE REQUIRED BENEATH ALL SANITARY SEWER MAINS, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
  - SEWER SERVICES SHALL BE EXTENDED TO A DISTANCE OF 5' MINIMUM BEHIND BACK OF SIDEWALK AND LOCATED WITH 2" DIA. LOCATION PIPE.
  - CONTRACTOR SHALL MARK SEWER CROSSINGS OF COMMON OPEN SPACE AREAS WITH CHISELED "S" ON CURB OR SIDEWALK AT CROSSING LOCATIONS.
  - SEWER SERVICE SHOWN FOR APPROXIMATE LOCATION. EXACT LOCATION SHALL BE COORDINATED WITH THE BUILDING ARCHITECT AND SHALL BE SPACED 10' FROM WATER SERVICES, WHERE PRACTICAL.
  - MANHOLES SHALL BE WATERPROOFED.
  - DEFLECTION TESTS SHALL BE PERFORMED ON ALL FLEXIBLE PIPE. THE TEST SHALL BE CONDUCTED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE AT LEAST 30 DAYS. NO PIPE SHALL EXCEED A DEFLECTION OF 5%. IF THE DEFLECTION TEST IS TO BE RUN USING A RIGID BALL OR MANDREL, IT SHALL HAVE A DIAMETER EQUAL TO 95% OF THE INSIDE DIAMETER OF THE PIPE. THE TEST SHALL BE PERFORMED WITHOUT MECHANICAL PULLING DEVICES.
  - ALL SANITARY SEWER CLEANOUTS LOCATED IN IMPERVIOUS AREA SHALL BE TRAFFIC RATED.

**REVISION**

ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE
1	REVISED DUE TO LAND SWAP & DEVELOPMENT	12/05/2020

**COLONNADE CROSSING SUBDIVISION**

OWNER: MFM DEVELOPMENT, LLC  
 ENGINEER: GRANBERRY & ASSOCIATES, LLC

**DIVISION OF ENGINEERING**

**UTILITY PLAN -- SOUTH**

OXFORD, MS

SURVEY: WILLIAMS ENGINEERING  
 DESIGN BY: J. GRANBERRY, P.E.  
 DRAWN BY: J. GRANBERRY, P.E.

DATE: 6/3/2019  
 DATE: 5/28/2020  
 DATE: 5/28/2020

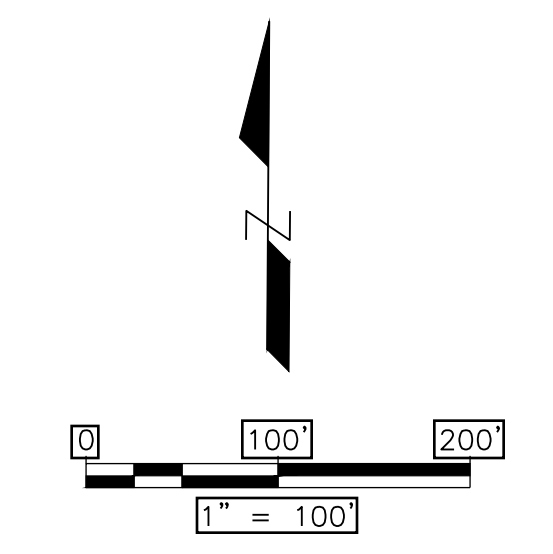
PROJECT NO.: 1000-21  
 BOOK:  
 SCALE: 1" = 60'

- WATER NOTES**
- ALL WATER MAIN LINES SHALL BE 8" DIAMETER (MIN.) DUCTILE IRON PIPE, CLASS 350.
  - ALL WATER SERVICE LINES SHALL BE 1" MINIMUM DIAMETER AND SHALL MEET THE CITY OF OXFORD SPECIFICATIONS.
  - CONSTRUCTION AND MATERIALS FOR THE WATER DISTRIBUTION SYSTEM SHALL CONFORM TO THE SPECIFICATIONS OF THE MISSISSIPPI DEPARTMENT OF HEALTH AND THE CITY OF OXFORD.
  - WATER MAINS SHALL BE INSTALLED AT LEAST 10 FEET HORIZONTALLY AND 18 INCHES VERTICALLY FROM ANY SEWER MAIN OR MANHOLE (WATER OVER SEWER). WHERE WATER MAINS CROSS OVER SEWER MAINS, THE ABOVE REQUIREMENTS MAY BE WAIVED IF PIPE SEGMENTS ARE CENTERED TO PROVIDE MAXIMUM SPACING OF THE JOINTS OF BOTH WATER AND SEWER MAINS AND A VERTICAL SEPARATION OF AT LEAST 18 INCHES (WATER OVER SEWER) IS MAINTAINED. THE DISTANCES AND SPACING MENTIONED ABOVE ARE CLEAR DISTANCES, AND WHENEVER THE DISTANCE CAN NOT BE MET, THE MAIN MUST BE PLACED IN CASING.
  - THE CONTRACTOR SHALL VERIFY LOCATION AND SIZE OF EXISTING WATER MAINS PRIOR TO COMMENCING BORING OR CONNECTION OPERATIONS. THE CONTRACTOR SHALL PROVIDE NECESSARY ADJUSTMENTS TO BOTH NEW AND EXISTING WATER LINES TO ALLOW CONNECTION AND INSTALLATION.
  - WATER MAINS AND SERVICES MUST HAVE A MINIMUM OF 36" CLEARANCE.
  - SPACING OF FIRE HYDRANTS MAY VARY, BUT SHALL IN NO CASE BE SPACED FARTHER THAN 400' APART. SPACING SHALL BE MEASURED LINEARLY ALONG STREET FRONTAGE.
  - CONTRACTOR SHALL MARK WATER CROSSINGS OF COMMON OPEN SPACE AREAS WITH CHISELED "W" ON CURB OR SIDEWALK AT CROSSING LOCATIONS.
  - WATER SERVICE BUILDING ENTRY SHOWN FOR APPROXIMATE LOCATION. EXACT LOCATION TO BE COORDINATED WITH BUILDING ARCHITECT. WATER SERVICE SHALL BE SPACED 10' FROM SEWER SERVICES, WHERE PRACTICAL.
  - METER BOXES MEETING THE CITY OF OXFORD'S REQUIREMENTS SHALL BE PROVIDED FOR EACH BUILDING BY THE DEVELOPER AND INSTALLED TO GRADE.
  - ALL TAPS MADE BY CITY OF OXFORD ARE TO BE PAID FOR BY CONTRACTOR/DEVELOPER. LOCATION OF EXISTING LINE AND TIE IN DETAILS TO BE FINALIZED WITH UTILITY DEPARTMENT.
  - EXACT LOCATION OF IRRIGATION LINE & METER WITH BACKFLOW PREVENTER SHALL BE DETERMINED BY LANDSCAPE ARCHITECT. SEE LANDSCAPE PLAN FOR ADDITIONAL INFORMATION.
  - THE CITY OF OXFORD SHALL OWN AND MAINTAIN TO THE 8" GATE VALVE & BOX LOCATED ON PUBLIC R.O.W. IMMEDIATELY NORTH OF THE PROPERTY LINE, AS SHOWN. ALL OTHER WATER LINES SHOWN ON THESE PLANS SHALL BE PRIVATE UNLESS OTHERWISE INDICATED.
  - IF ANY ADJACENT LOTS 12, 13, OR 14 INTEND TO USE THE EXTENSION OF CONCORDIA AVENUE (SECTION OF ROAD LOCATED WITHIN 48' UTILITY/INGRESS/ EGRESS/CROSS-ACCESS ESMT.) AS A FIRE ACCESS ROAD, REQUIRED NECESSARY DEAD-END FIRE APPARATUS ACCESS ROAD TURNAROUND SHALL BE INSTALLED AND APPROVED AS PART OF SITE PLAN DEVELOPMENT/APPROVAL. FIRE APPARATUS TURNAROUND SHALL COMPLY WITH APPENDIX D OF THE LATEST VERSION OF THE INTERNATIONAL FIRE CODE AND WITH THE CITY OF OXFORD REQUIREMENTS.

- NOTES:**
- ALL WORK AND MATERIALS SHALL CONFORM WITH ALL CITY OF OXFORD REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
  - THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO DIGGING. EXISTING UTILITIES SHOWN ON PLAN ARE APPROXIMATE. ANY DAMAGE TO SUCH UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
  - THE CITY OF OXFORD SHALL HAVE THE RIGHT TO ENTER THE PROPERTY FOR THE PURPOSE OF MAINTAINING THE DRAINAGE, WATER, AND SEWER SYSTEMS LOCATED WITHIN PUBLIC EASEMENTS. HOWEVER, THE CITY DOES NOT HAVE THE RESPONSIBILITY TO REPAIR ANY DAMAGE TO THE YARDS, PARKING LOTS, STREETS OR DRIVES CAUSED BY SOIL SETTLEMENT OR OTHER REASONS THAT ARE NOT DIRECTLY CAUSED BY THE CITY'S ACTION OF PERFORMING MAINTENANCE TO THE UNDERGROUND SYSTEMS.
  - DIMENSIONS ARE TO FACE OF CURB, UNLESS OTHERWISE NOTED.
  - SANITARY SEWER FROM THIS DEVELOPMENT FLOWS TO THE CITY OF OXFORD WASTE WATER TREATMENT FACILITY.
  - DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT ALL SIGHT TRIANGLES ARE CLEAR OF OBSTRUCTIONS.

**FEMA NOTE:**  
 ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM), THIS PROPERTY IS LOCATED IN ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA, PER FIRMS MAP NO. 28071 C0144C AND MAP NO. 28071 C0175C EFFECTIVE DATE: NOVEMBER 26, 2010.

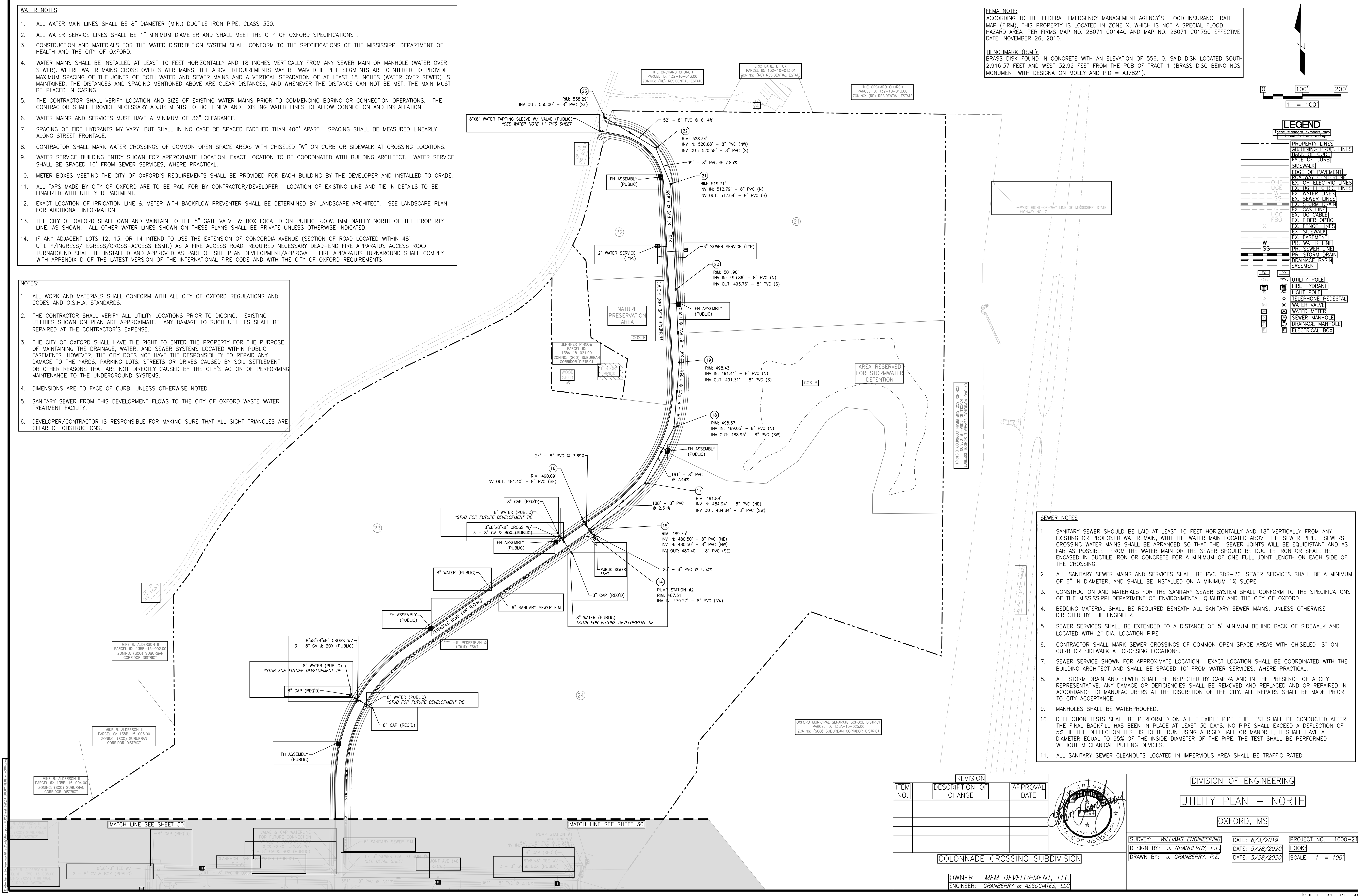
**BENCHMARK (B.M.):**  
 BRASS DISK FOUND IN CONCRETE WITH AN ELEVATION OF 556.10, SAID DISK LOCATED SOUTH 2,916.37 FEET AND WEST 32.92 FEET FROM THE POB OF TRACT 1 (BRASS DISC BEING NGS MONUMENT WITH DESIGNATION MOLLY AND PID = AJ7821).



**LEGEND**

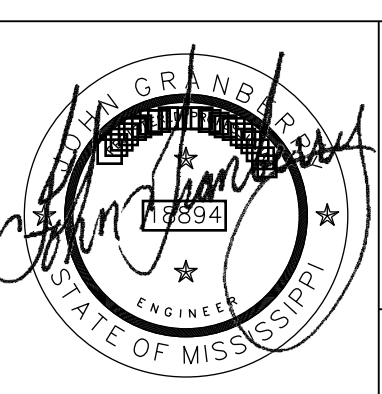
(These standard symbols may be modified as the drawing)

---	PROPERTY LINES
---	ADJOINING PROP. LINES
---	BACK OF CURB
---	FACE OF CURB
---	SIDEWALK
---	EDGE OF PAVEMENT
---	ROADWAY CENTERLINE
---	OHE
---	LOCE
---	W
---	SS
---	UGC
---	FBO
---	X
---	W
---	SS
---	EX
---	ER
---	UTILITY POLE
---	FIRE HYDRANT
---	LIGHT POLE
---	TELEPHONE PEDESTAL
---	WATER VALVE
---	WATER METER
---	SEWER MANHOLE
---	DRAINAGE MANHOLE
---	EASEMENT
---	ELECTRICAL BOX



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  - ALL SANITARY SEWER MAINS AND SERVICES SHALL BE PVC SDR-26. SEWER SERVICES SHALL BE A MINIMUM OF 6" IN DIAMETER, AND SHALL BE INSTALLED ON A MINIMUM 1% SLOPE.
  - CONSTRUCTION AND MATERIALS FOR THE SANITARY SEWER SYSTEM SHALL CONFORM TO THE SPECIFICATIONS OF THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY AND THE CITY OF OXFORD.
  - BEDDING MATERIAL SHALL BE REQUIRED BENEATH ALL SANITARY SEWER MAINS, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
  - SEWER SERVICES SHALL BE EXTENDED TO A DISTANCE OF 5' MINIMUM BEHIND BACK OF SIDEWALK AND LOCATED WITH 2" DIA. LOCATION PIPE.
  - CONTRACTOR SHALL MARK SEWER CROSSINGS OF COMMON OPEN SPACE AREAS WITH CHISELED "S" ON CURB OR SIDEWALK AT CROSSING LOCATIONS.
  - SEWER SERVICE SHOWN FOR APPROXIMATE LOCATION. EXACT LOCATION SHALL BE COORDINATED WITH THE BUILDING ARCHITECT AND SHALL BE SPACED 10' FROM WATER SERVICES, WHERE PRACTICAL.
  - ALL STORM DRAIN AND SEWER SHALL BE INSPECTED BY CAMERA AND IN THE PRESENCE OF A CITY REPRESENTATIVE. ANY DAMAGE OR DEFICIENCIES SHALL BE REMOVED AND REPLACED AND OR REPAIRED IN ACCORDANCE TO MANUFACTURERS AT THE DISCRETION OF THE CITY. ALL REPAIRS SHALL BE MADE PRIOR TO CITY ACCEPTANCE.
  - MANHOLES SHALL BE WATERPROOFED.
  - DEFLECTION TESTS SHALL BE PERFORMED ON ALL FLEXIBLE PIPE. THE TEST SHALL BE CONDUCTED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE AT LEAST 30 DAYS. NO PIPE SHALL EXCEED A DEFLECTION OF 5%. IF THE DEFLECTION TEST IS TO BE RUN USING A RIGID BALL OR MANDREL, IT SHALL HAVE A DIAMETER EQUAL TO 95% OF THE INSIDE DIAMETER OF THE PIPE. THE TEST SHALL BE PERFORMED WITHOUT MECHANICAL PULLING DEVICES.
  - ALL SANITARY SEWER CLEANOUTS LOCATED IN IMPERVIOUS AREA SHALL BE TRAFFIC RATED.

ITEM NO.	REVISION	DESCRIPTION OF CHANGE	APPROVAL DATE



**DIVISION OF ENGINEERING**

**UTILITY PLAN -- NORTH**

**OXFORD, MS**

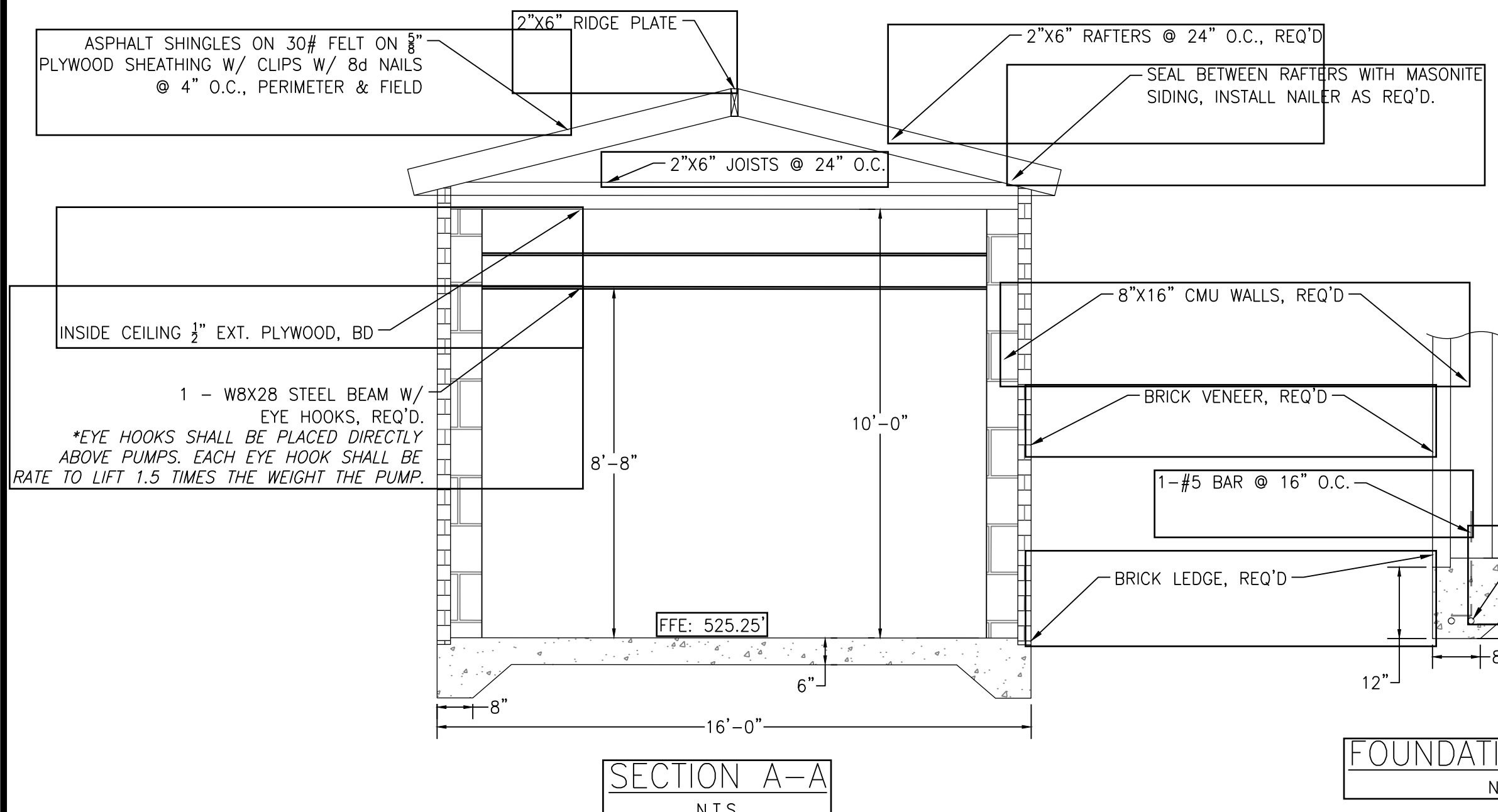
SURVEY: WILLIAMS ENGINEERING  
 DESIGN BY: J. GRANBERRY, P.E.  
 DRAWN BY: J. GRANBERRY, P.E.

DATE: 6/3/2019  
 DATE: 5/28/2020  
 DATE: 5/28/2020

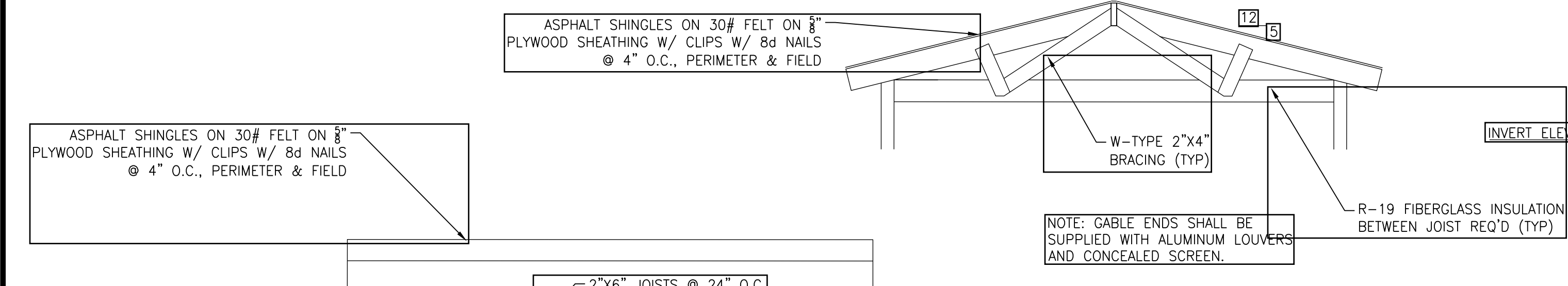
PROJECT NO.: 1000-21  
 BOOK:  
 SCALE: 1" = 100'

**COLONNADE CROSSING SUBDIVISION**

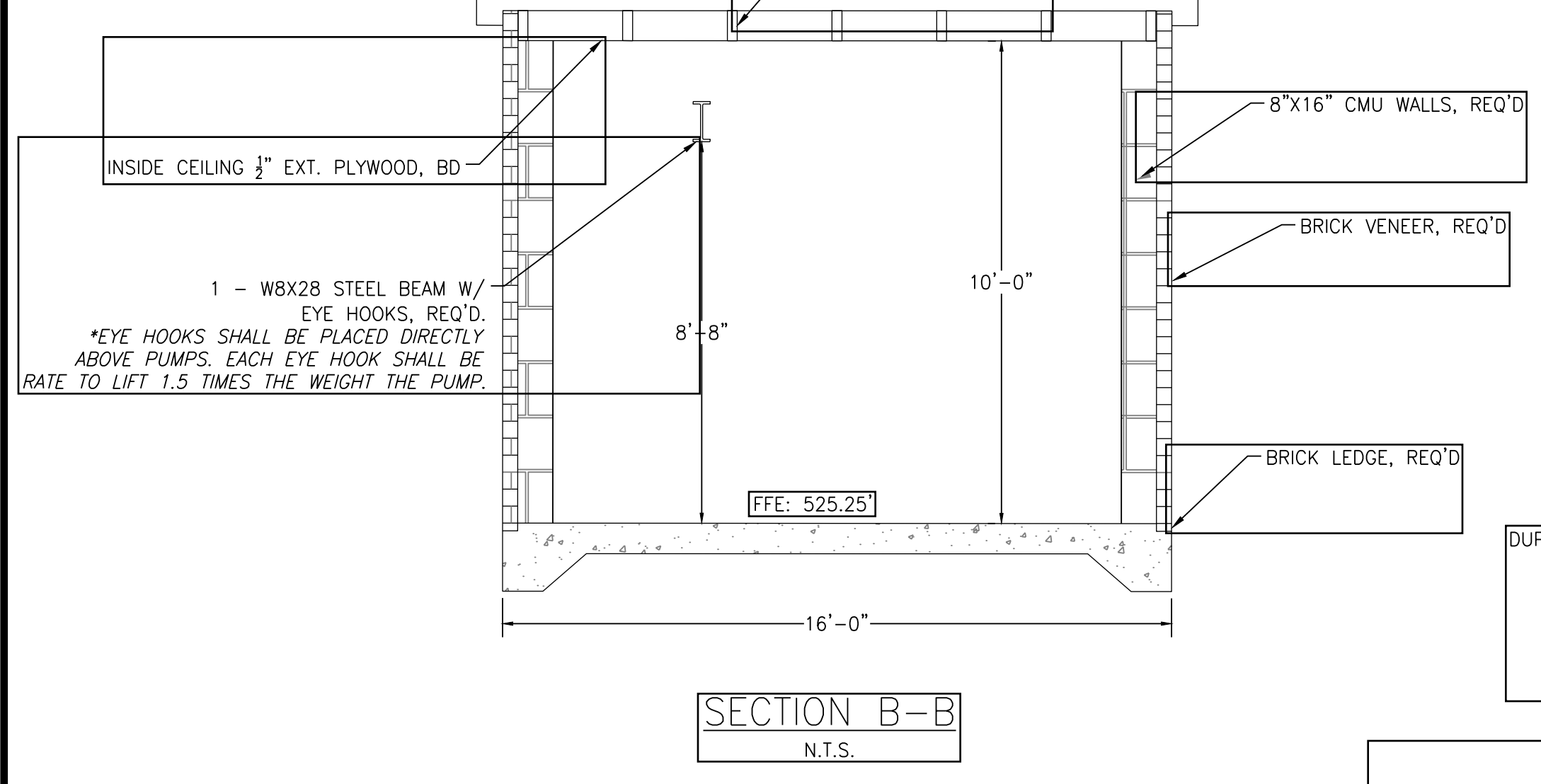
OWNER: MFM DEVELOPMENT, LLC  
 ENGINEER: GRANBERRY & ASSOCIATES, LLC



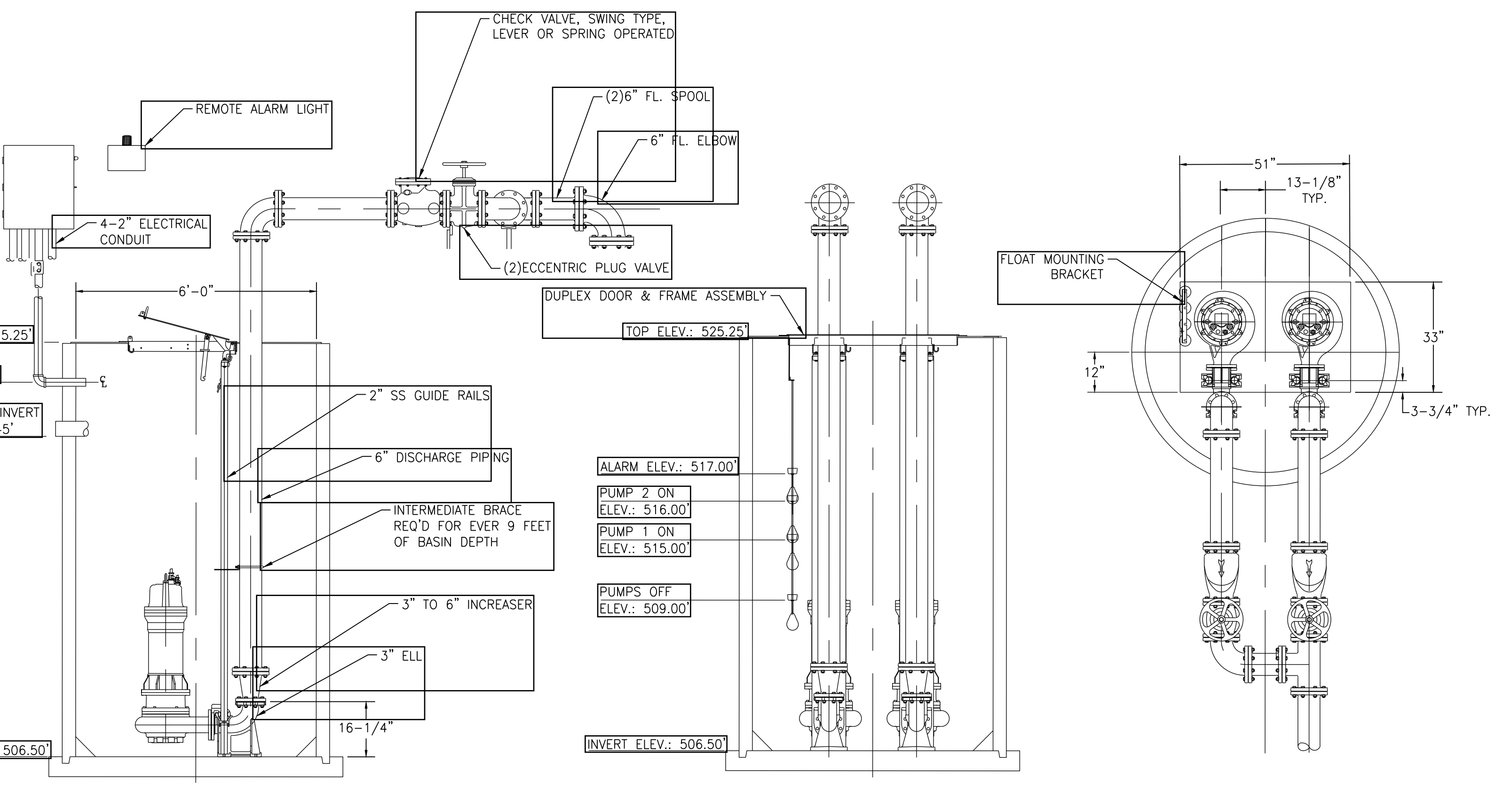
SECTION A-A  
N.T.S.



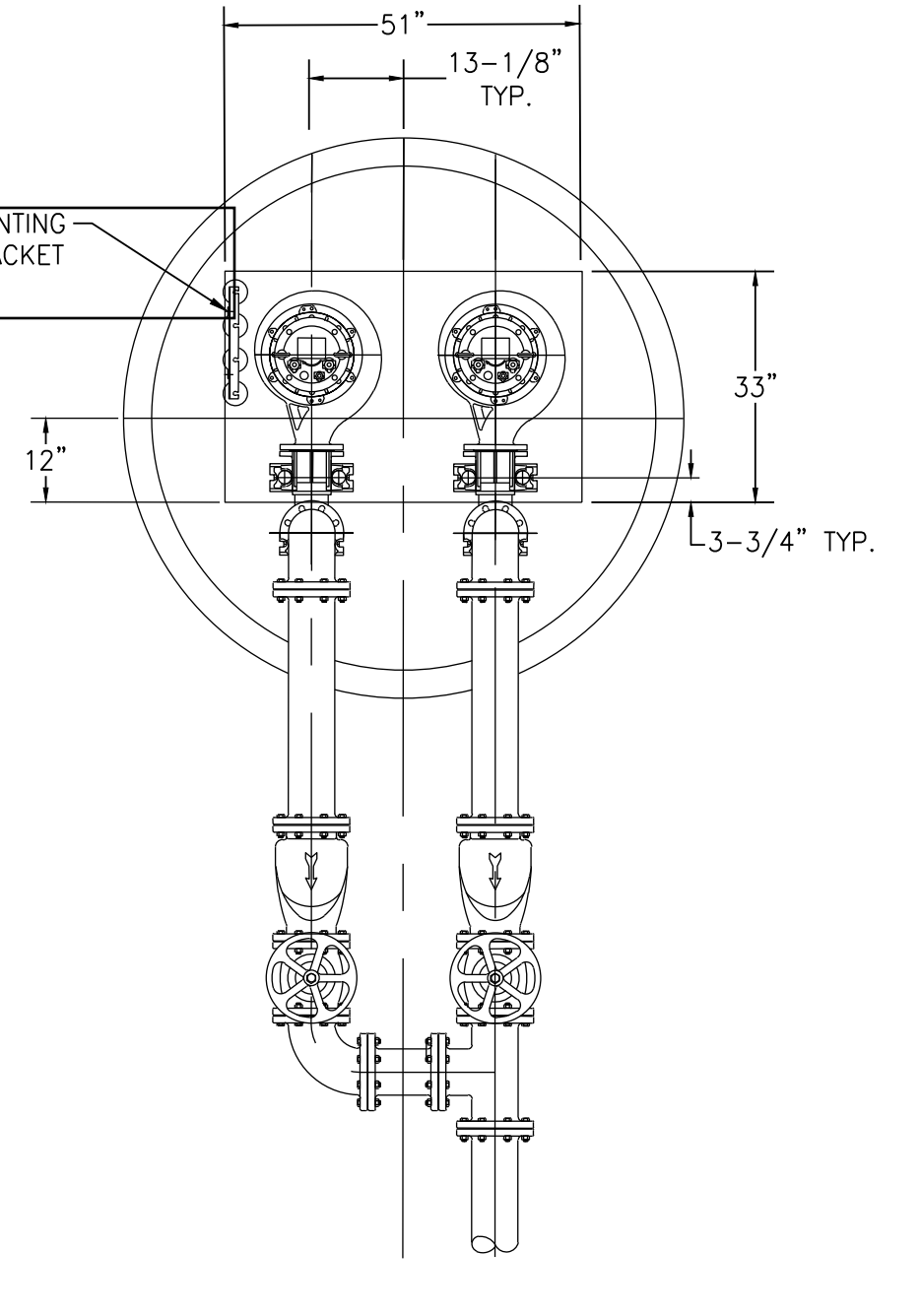
FOUNDATION DETAIL  
N.T.S.



SECTION B-B  
N.T.S.



WETWELL DETAIL  
N.T.S.

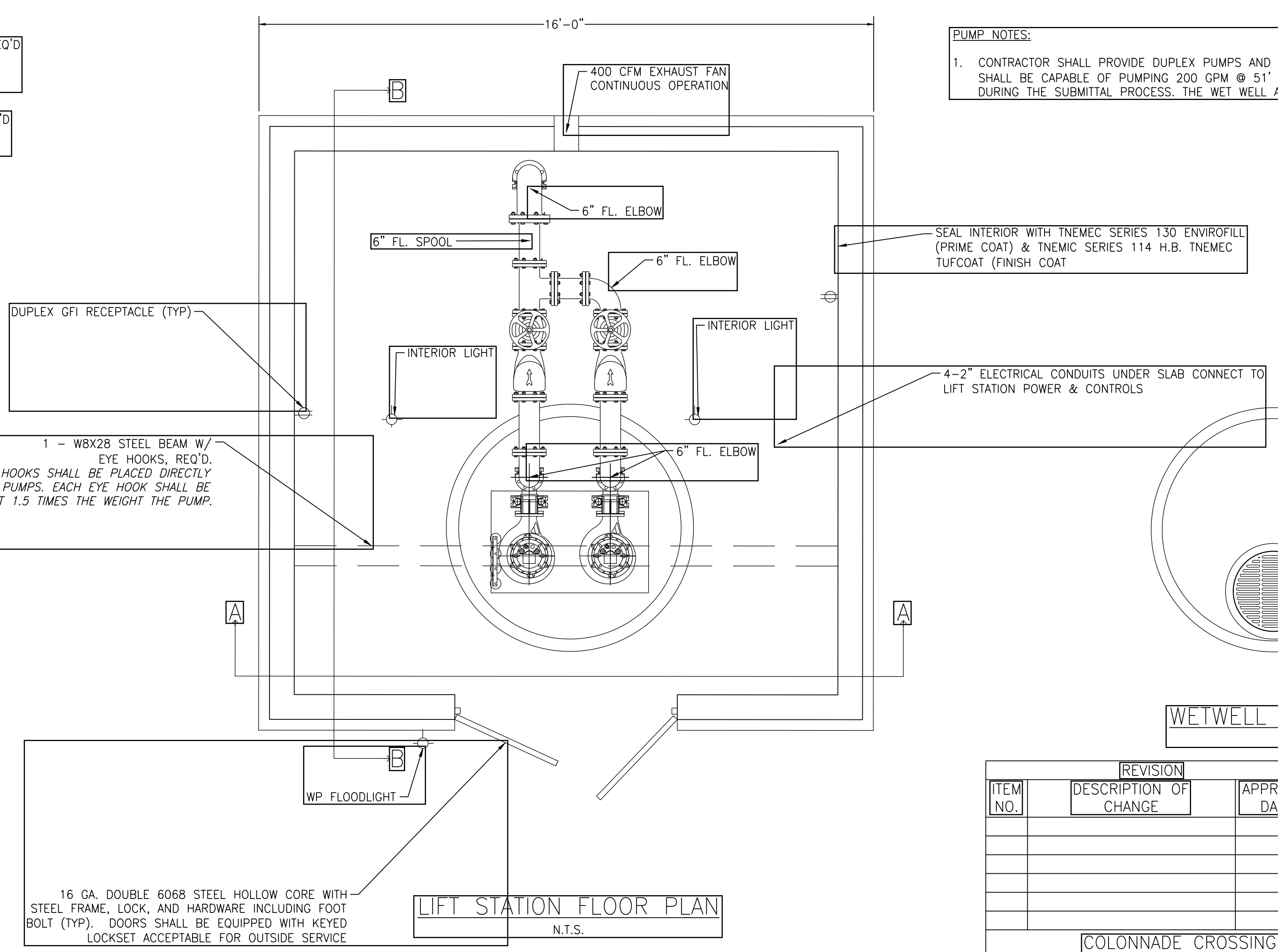


PLAN VIEW  
SHOWN WITH 6" PIPING AND VALVES

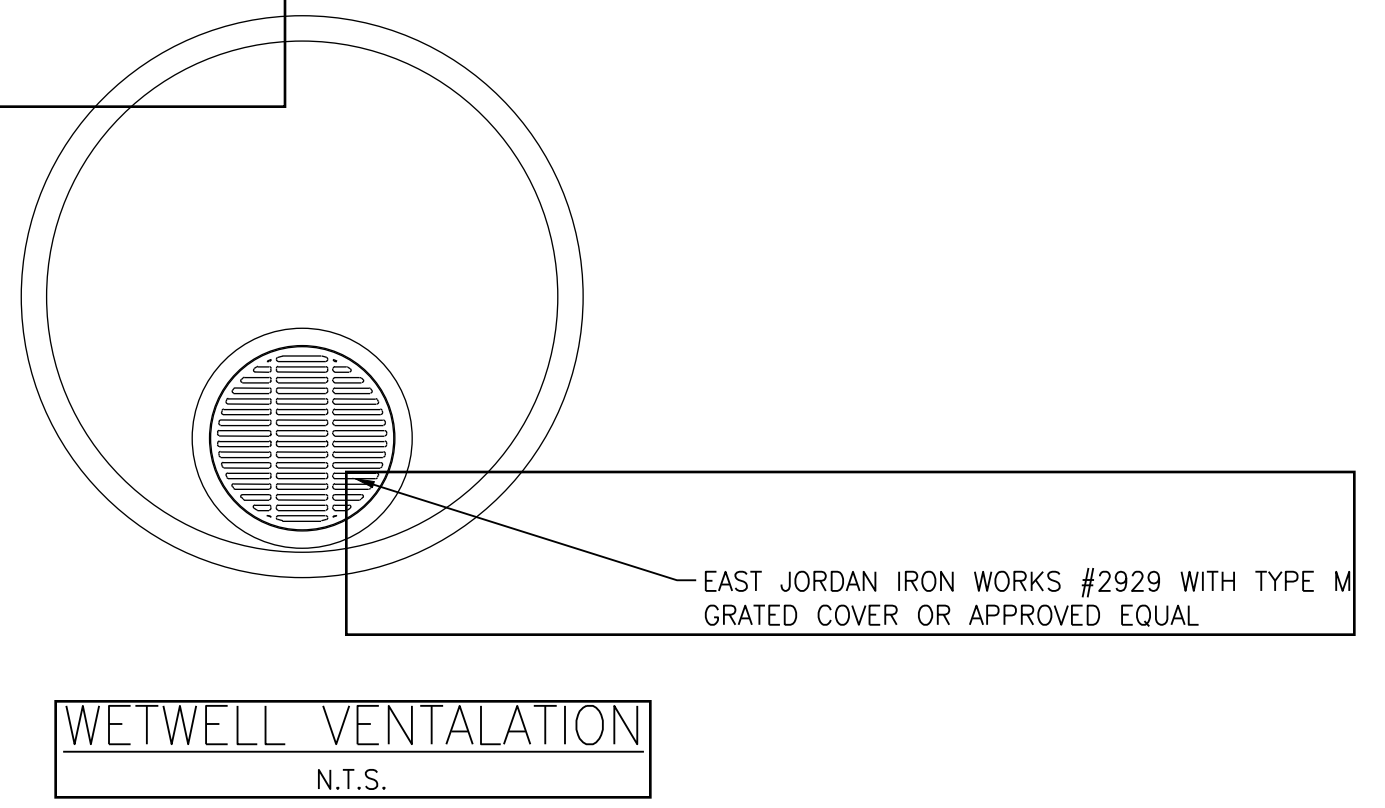
**PUMP NOTES:**  
1. CONTRACTOR SHALL PROVIDE DUPLEX PUMPS AND CONTROLS PER CITY OF OXFORD STANDARD SPECIFICATIONS. EACH PUMP SHALL BE CAPABLE OF PUMPING 200 GPM @ 51' TDH. THE PUMP SELECTION SHALL BE APPROVED BY THE ENGINEER DURING THE SUBMITTAL PROCESS. THE WET WELL AND FORCEMAIN ARE DESIGNED FOR FUTURE PEAK FLOW OF 200 GPM.

**ELECTRICAL NOTES:**

- UNDERGROUND ELECTRICAL SERVICE FROM THE TRANSFORMER TO METER BASE TO BE PROVIDED BY CITY OF OXFORD ELECTRIC DEPARTMENT AND PAID FOR BY THE OWNER. THE CONTRACTOR SHALL COORDINATE INSTALLATION OF ELECTRICAL POWER.
- 3 PHASE 120/240 VOLT 4 WIRE UNDERGROUND ELECTRICAL SERVICE FROM THE METER TO THE CONTROL PANEL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- ELECTRICAL SERVICE DISTRIBUTION PANEL SHALL BE PROVIDED BY THE PUMP MANUFACTURER COMPLETE WITH BREAKERS, STARTERS, CONTROLS, ETC.
- CONTRACTOR SHALL PROVIDE PROPERLY SIZED CONDUCTORS AND CONDUIT FOR PUMP MOTOR POWER AND CONTROL CIRCUITS FROM ELECTRICAL PANEL TO JUNCTION BOX NEAR WETWELL.
- CONTRACTOR SHALL INSTALL PUMP MOTORS' POWER AND CONTROL CABLE THRU 2" CONDUIT AND SPLICE AT JUNCTION BOX.
- W/P ALARM LIGHT FED FROM PUMP CONTROL CIRCUITS.
- PROVIDE CIRCUIT FOR 2 - 8" FLUORESCENT TUBE BUILDING LIGHTS AND 1 W/P FLOODLIGHT, BOTH SHALL BE FED FROM UTILITY OUTLET CIRCUIT IN ELECTRICAL PANEL.
- ALL CONDUCTORS SHALL BE COPPER INSTALLED INSIDE CONDUIT.
- CONTRACTOR SHALL PROPERLY GROUND ENTIRE ELECTRICAL SYSTEM PER THE LATEST NEC CODE.
- CONTRACTOR SHALL INSTALL ALL ELECTRICAL ITEMS PER THE LATEST NATIONAL ELECTRICAL CODE (NEC).
- A FROST-PROOF WATER HYDRANT SHALL BE LOCATED OUTSIDE THE BUILDING, UNLESS WAIVED BY SPECIAL EXCEPTION FROM THE CITY ENGINEER.

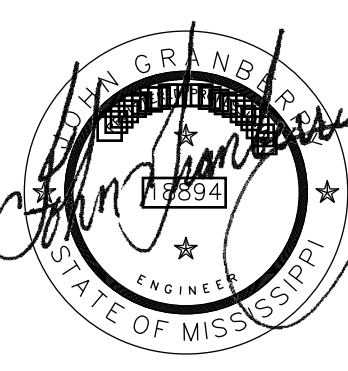


LIFT STATION FLOOR PLAN  
N.T.S.



WETWELL VENTILATION  
N.T.S.

REVISION	DESCRIPTION OF CHANGE	APPROVAL DATE



DIVISION OF ENGINEERING  
**SANITARY SEWER LIFT STATION #1 DETAILS**  
OXFORD, MS

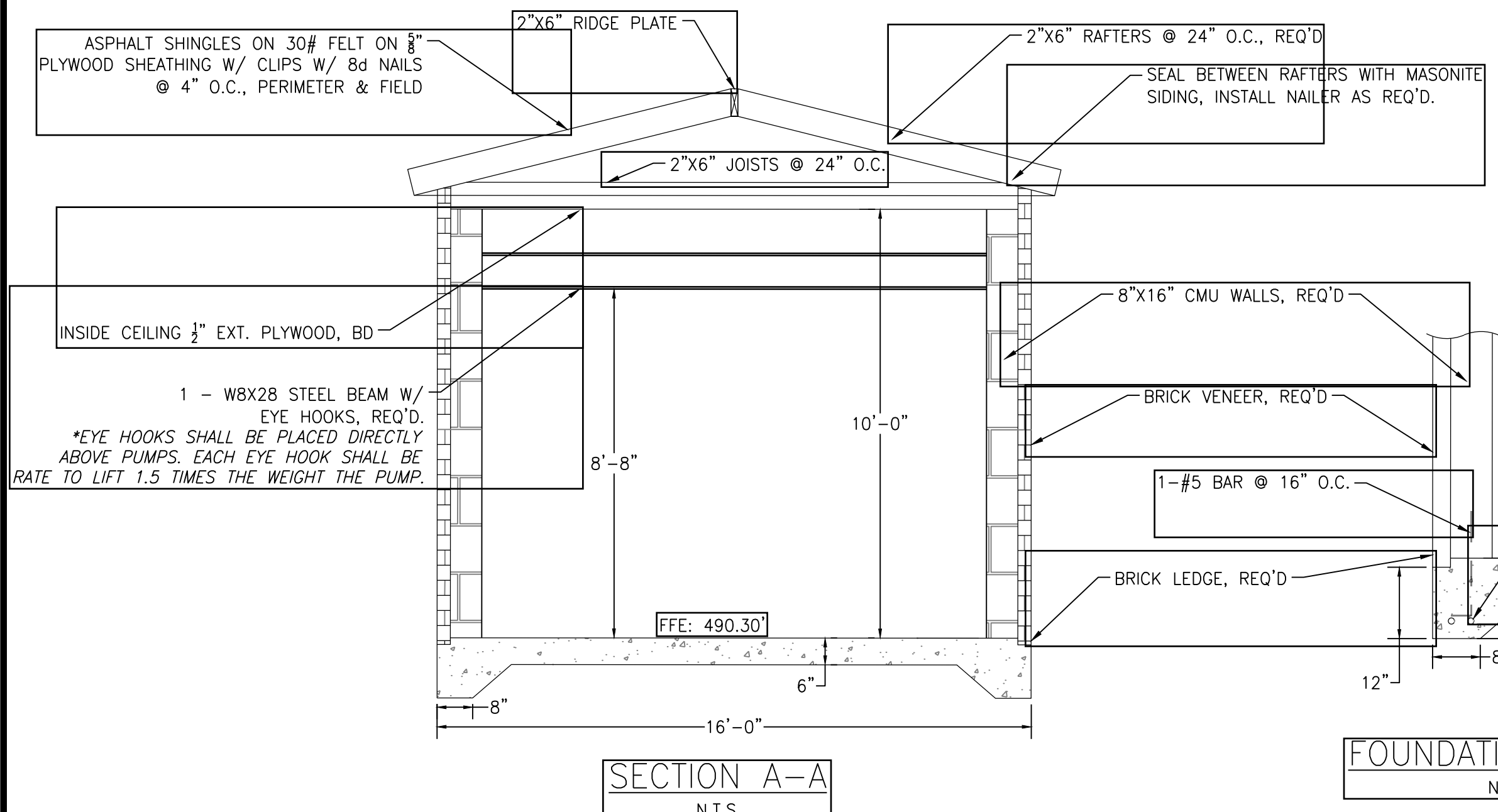
SURVEY: WILLIAMS ENGINEERING  
DESIGN BY: J. GRANBERRY, P.E.  
DRAWN BY: J. GRANBERRY, P.E.

DATE: 6/3/2019  
DATE: 5/28/2020  
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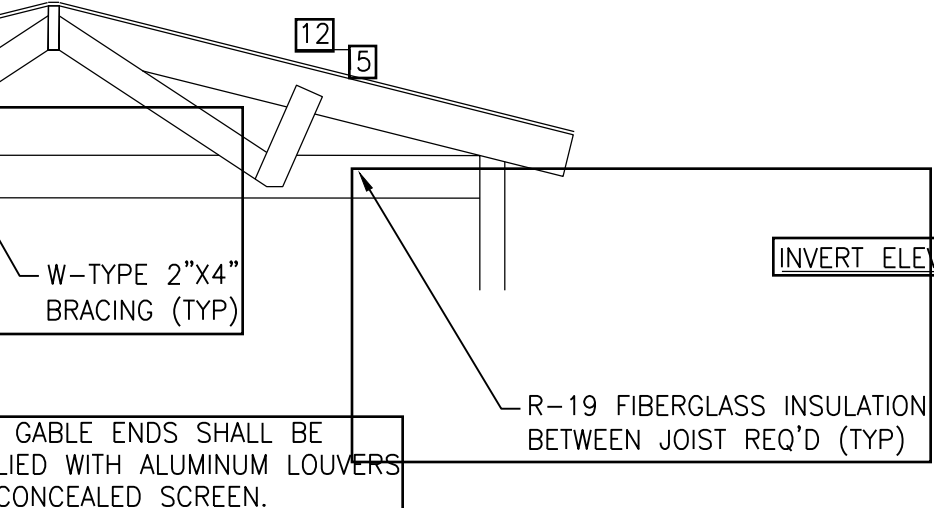
PROJECT NO.: 1000-21  
BOOK:  
SCALE: N.T.S.

COLONNADE CROSSING SUBDIVISION

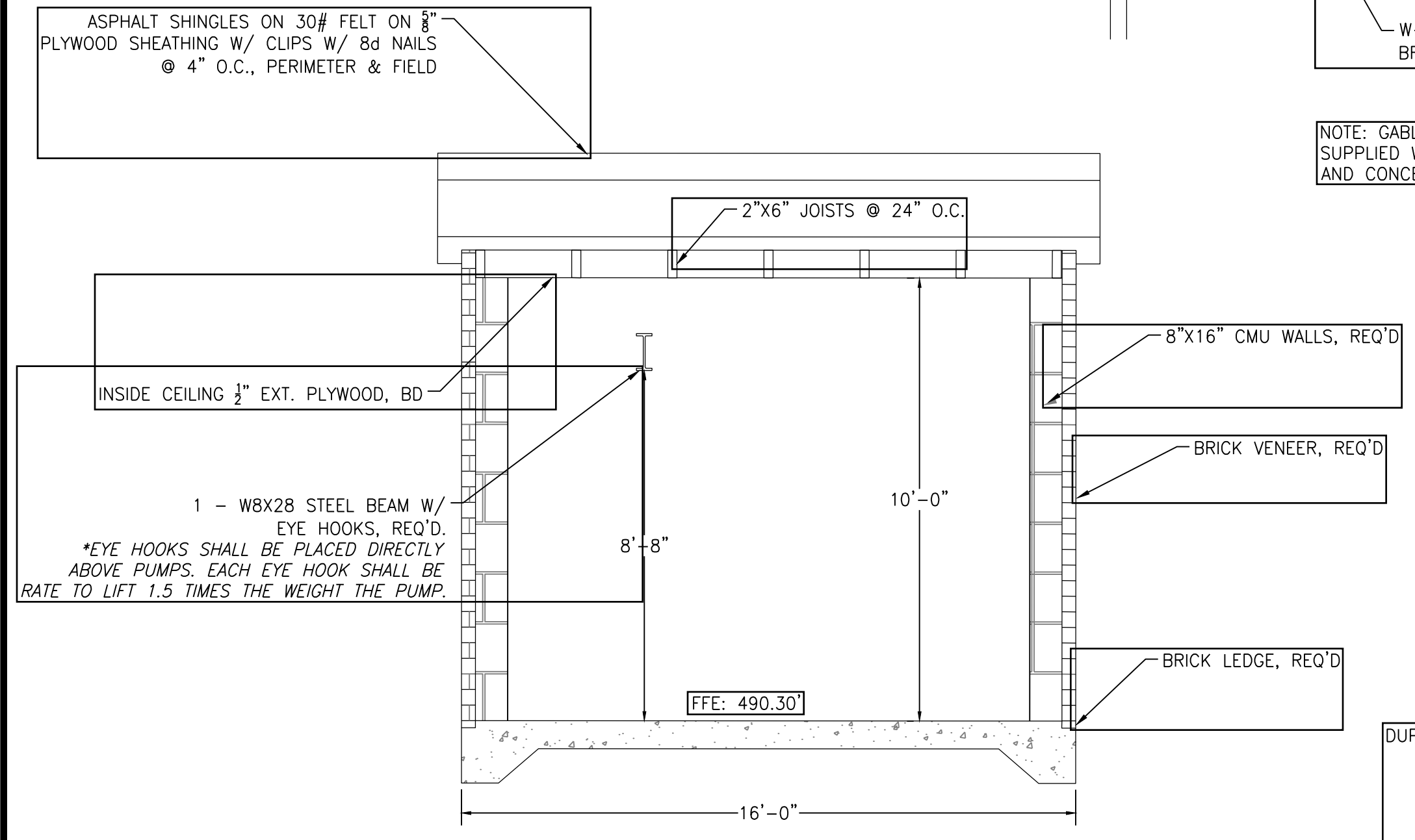
OWNER: MFM DEVELOPMENT, LLC  
ENGINEER: GRANBERRY & ASSOCIATES, LLC



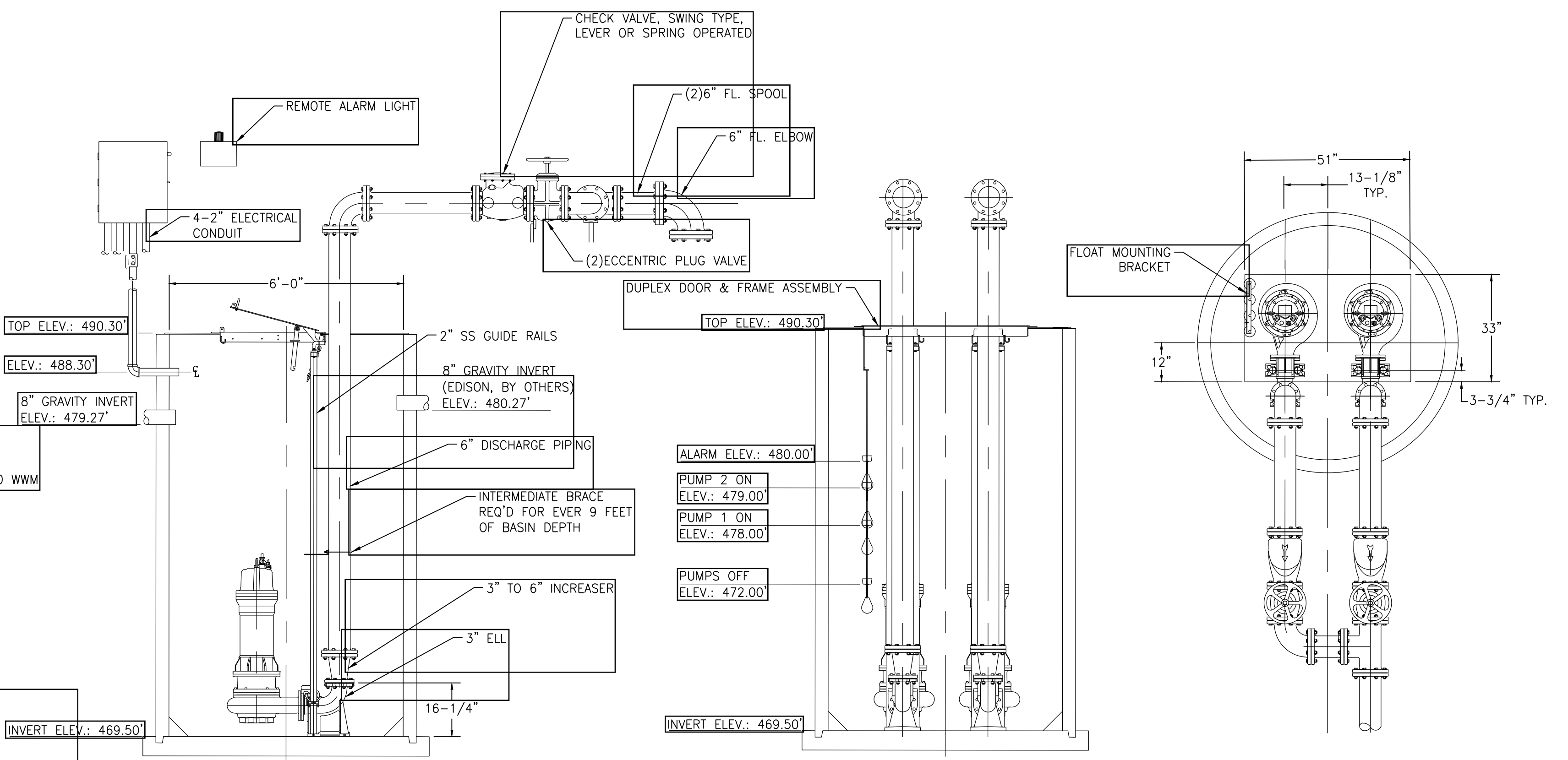
SECTION A-A  
N.T.S.



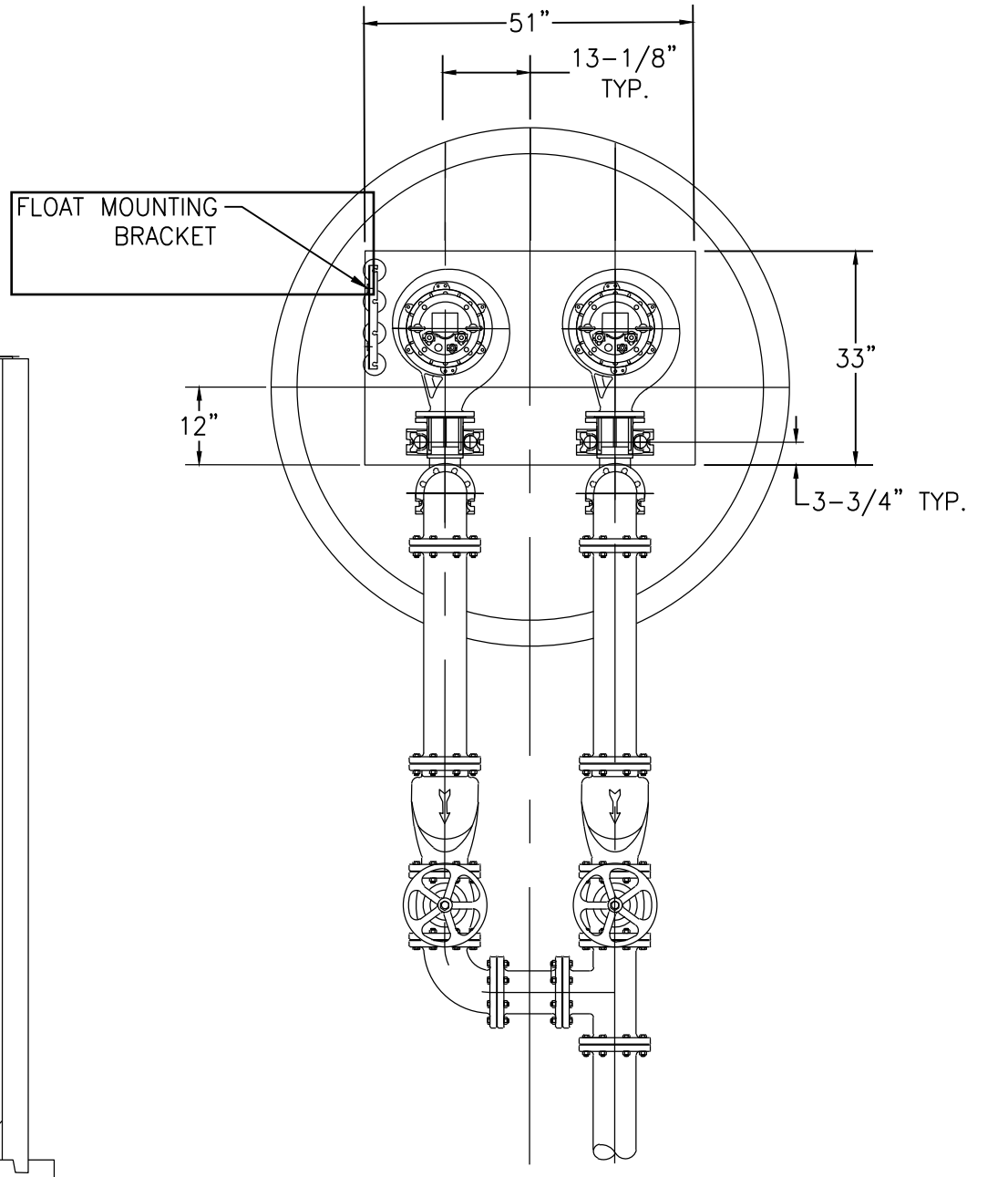
FOUNDATION DETAIL  
N.T.S.



SECTION B-B  
N.T.S.



WETWELL DETAIL  
N.T.S.

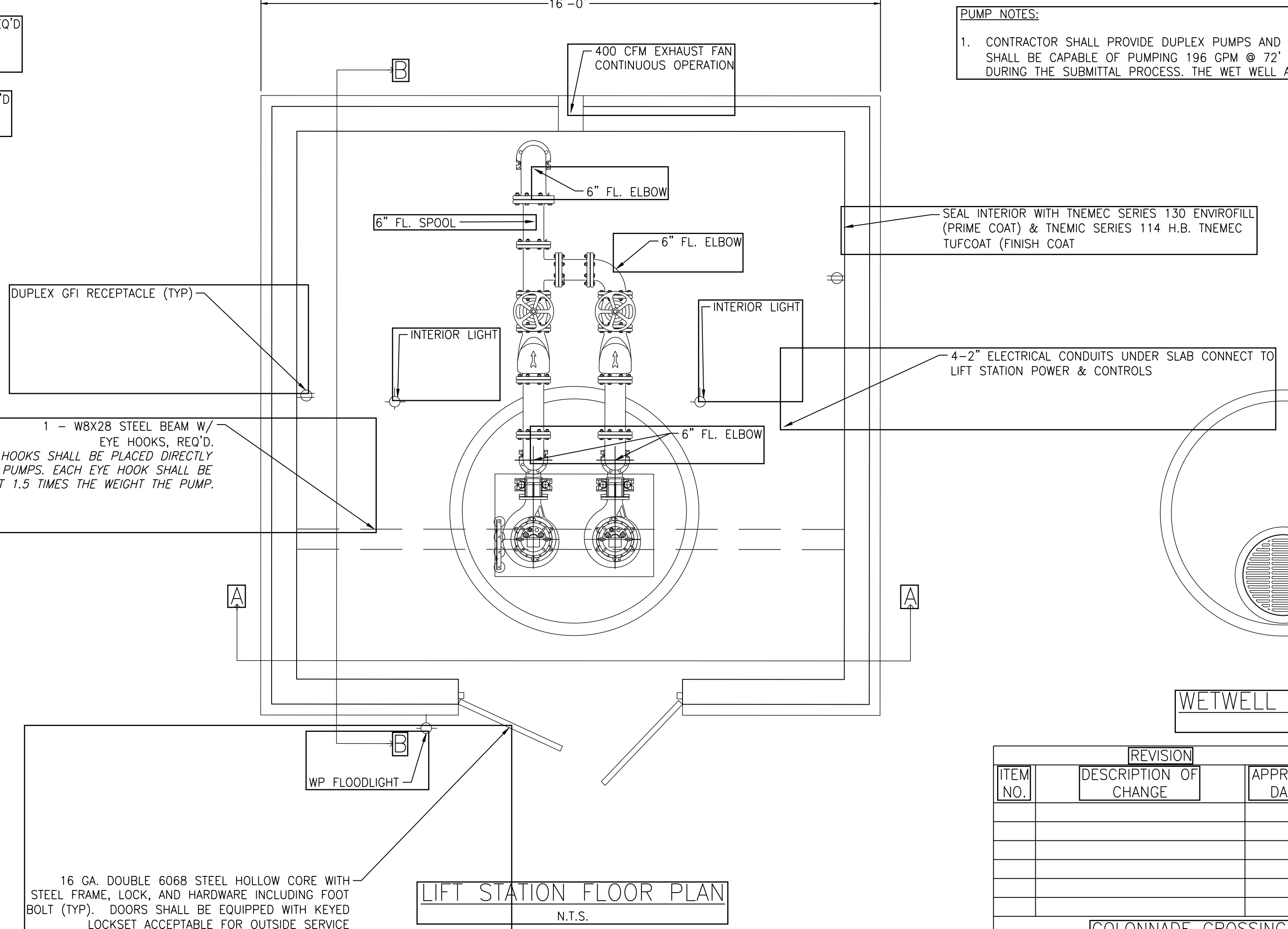


PLAN VIEW  
SHOWN WITH 6" PIPING AND VALVES

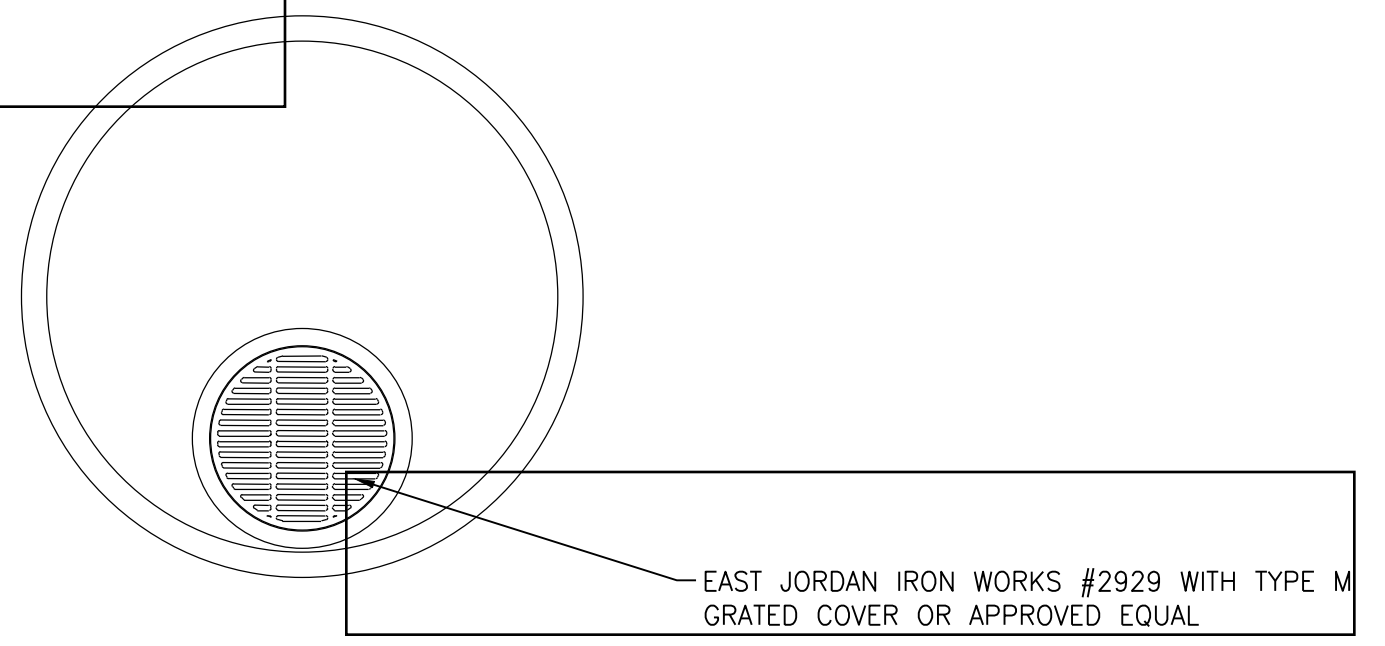
**PUMP NOTES:**  
1. CONTRACTOR SHALL PROVIDE DUPLEX PUMPS AND CONTROLS PER CITY OF OXFORD STANDARD SPECIFICATIONS. EACH PUMP SHALL BE CAPABLE OF PUMPING 196 GPM @ 72' TDH. THE PUMP SELECTION SHALL BE APPROVED BY THE ENGINEER DURING THE SUBMITTAL PROCESS. THE WET WELL AND FORCEMAIN ARE DESIGNED FOR FUTURE PEAK FLOW OF 196 GPM.

**ELECTRICAL NOTES:**

- UNDERGROUND ELECTRICAL SERVICE FROM THE TRANSFORMER TO METER BASE TO BE PROVIDED BY CITY OF OXFORD ELECTRIC DEPARTMENT AND PAID FOR BY THE OWNER. THE CONTRACTOR SHALL COORDINATE INSTALLATION OF ELECTRICAL POWER.
- 3 PHASE 120/240 VOLT 4 WIRE UNDERGROUND ELECTRICAL SERVICE FROM THE METER TO THE CONTROL PANEL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- ELECTRICAL SERVICE DISTRIBUTION PANEL SHALL BE PROVIDED BY THE PUMP MANUFACTURER COMPLETE WITH BREAKERS, STARTERS, CONTROLS, ETC.
- CONTRACTOR SHALL PROVIDE PROPERLY SIZED CONDUCTORS AND CONDUIT FOR PUMP MOTOR POWER AND CONTROL CIRCUITS FROM ELECTRICAL PANEL TO JUNCTION BOX NEAR WETWELL.
- CONTRACTOR SHALL INSTALL PUMP MOTORS' POWER AND CONTROL CABLE THRU 2" CONDUIT AND SPLICE AT JUNCTION BOX.
- W/P ALARM LIGHT FED FROM PUMP CONTROL CIRCUITS.
- PROVIDE CIRCUIT FOR 2 - 8" FLUORESCENT TUBE BUILDING LIGHTS AND 1 W/P FLOODLIGHT, BOTH SHALL BE FED FROM UTILITY OUTLET CIRCUIT IN ELECTRICAL PANEL.
- ALL CONDUCTORS SHALL BE COPPER INSTALLED INSIDE CONDUIT.
- CONTRACTOR SHALL PROPERLY GROUND ENTIRE ELECTRICAL SYSTEM PER THE LATEST NEC CODE.
- CONTRACTOR SHALL INSTALL ALL ELECTRICAL ITEMS PER THE LATEST NATIONAL ELECTRICAL CODE (NEC).
- A FROST-PROOF WATER HYDRANT SHALL BE LOCATED OUTSIDE THE BUILDING, UNLESS WAIVED BY SPECIAL EXCEPTION FROM THE CITY ENGINEER.

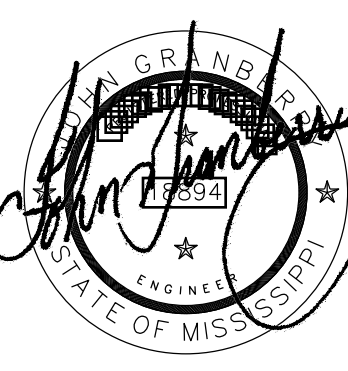


LIFT STATION FLOOR PLAN  
N.T.S.



WETWELL VENTILATION  
N.T.S.

REVISION	DESCRIPTION OF CHANGE	APPROVAL DATE



DIVISION OF ENGINEERING  
**SANITARY SEWER LIFT STATION #2 DETAILS**  
OXFORD, MS

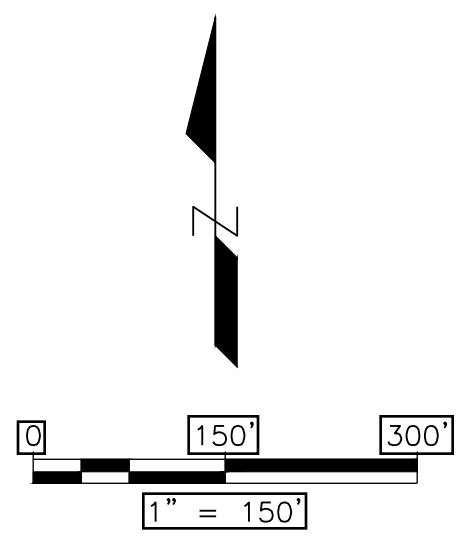
SURVEY: WILLIAMS ENGINEERING  
DESIGN BY: J. GRANBERRY, P.E.  
DRAWN BY: J. GRANBERRY, P.E.

DATE: 6/3/2019  
DATE: 5/28/2020  
DATE: 5/28/2020

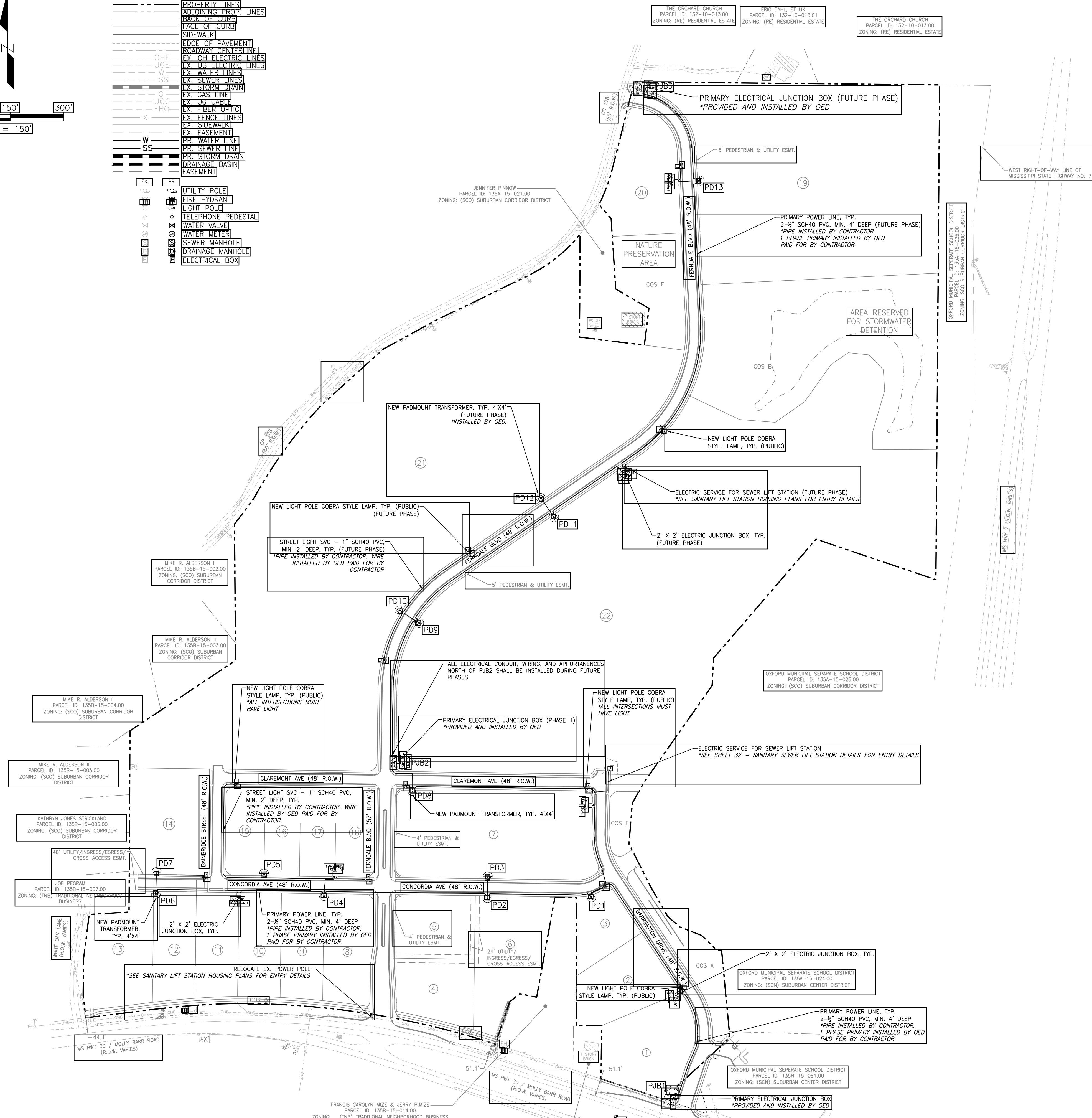
PROJECT NO.: 1000-21  
BOOK:  
SCALE: N.T.S.

COLONNADE CROSSING SUBDIVISION

OWNER: MFM DEVELOPMENT, LLC  
ENGINEER: GRANBERRY & ASSOCIATES, LLC



LEGEND	
[Symbol]	PROPERTY LINES
[Symbol]	ADJOINING PROP. LINES
[Symbol]	BACK OF CURB
[Symbol]	FACE OF CURB
[Symbol]	SIDWALK
[Symbol]	EDGE OF PAVEMENT
[Symbol]	ROADWAY CENTERLINE
[Symbol]	EX. OF ELECTRIC LINES
[Symbol]	EX. OF ELECTRIC LINES
[Symbol]	EX. WATER LINES
[Symbol]	EX. SEWER LINES
[Symbol]	EX. STORM DRAIN
[Symbol]	EX. GAS LINE
[Symbol]	EX. UTILITY
[Symbol]	EX. FIBER OPTIC
[Symbol]	EX. FENCE LINES
[Symbol]	EX. SIDEWALK
[Symbol]	EX. BASEMENT
[Symbol]	PR. WATER LINE
[Symbol]	PR. SEWER LINE
[Symbol]	PR. STORM DRAIN
[Symbol]	DRAINAGE BASIN
[Symbol]	EASEMENT
[Symbol]	UTILITY POLE
[Symbol]	FIRE HYDRANT
[Symbol]	LIGHT POLE
[Symbol]	TELEPHONE PEDESTAL
[Symbol]	WATER VALVE
[Symbol]	WATER METER
[Symbol]	SEWER MANHOLE
[Symbol]	DRAINAGE MANHOLE
[Symbol]	ELECTRICAL BOX



- NOTES:**
- HANDICAP RAMPS ARE REQUIRED AT ALL INTERSECTIONS.
  - ALL WORK AND MATERIALS SHALL CONFORM WITH ALL CITY OF OXFORD REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
  - THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO DIGGING. EXISTING UTILITIES SHOWN ON PLAN ARE APPROXIMATE. ANY DAMAGE TO SUCH UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
  - THE CITY OF OXFORD SHALL HAVE THE RIGHT TO ENTER THE PROPERTY FOR THE PURPOSE OF MAINTAINING THE DRAINAGE, WATER, AND SEWER SYSTEMS LOCATED WITHIN PUBLIC EASEMENTS. HOWEVER, THE CITY DOES NOT HAVE THE RESPONSIBILITY TO REPAIR ANY DAMAGE TO THE YARDS, PARKING LOTS, STREETS OR DRIVES CAUSED BY SOIL SETTLEMENT OR OTHER REASONS THAT ARE NOT DIRECTLY CAUSED BY THE CITY'S ACTION OF PERFORMING MAINTENANCE TO THE UNDERGROUND SYSTEMS.
  - DIMENSIONS ARE TO FACE OF CURB, UNLESS OTHERWISE NOTED.
  - DRAINAGE AND ASSOCIATED EASEMENTS LOCATED HEREON ARE OWNED BY THE PUBLIC UNLESS OTHERWISE NOTED.
  - SANITARY SEWER FROM THIS DEVELOPMENT FLOWS TO THE CITY OF OXFORD WASTE WATER TREATMENT FACILITY.
  - DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT ALL SIGHT TRIANGLES ARE CLEAR OF OBSTRUCTIONS.

- ELECTRICAL NOTES:**
- OXFORD ELECTRIC DEPARTMENT(OED) WILL DESIGN TRANSFORMER AND JUNCTION BOX LOCATIONS. LOCATIONS SHOWN HEREON ARE PRELIMINARY AND WILL BE REVISED ONCE OED COMPLETES ELECTRICAL DESIGN.
  - PRIMARY SYSTEM: 7,200 VOLTS  
SECONDARY SIDE OF TRANSFORMERS: 120 / 240 VOLTS
  - LANDSCAPE TREE SHALL BE PLANTED 10 FT CLEAR FROM ALL ELECTRICAL UTILITY BOXES.
  - SERVICES TO BUILDINGS INSTALLED BY CONTRACTOR ACCORDING TO OED SPECIFICATIONS.
  - ALL ELECTRICAL CONDUIT MUST BE INSTALLED BY CONTRACTOR AND ACCORDING TO CITY OF OXFORD REGULATIONS. CONTACT MIKE STEVENS PRIOR TO INSTALLATION AND FOR INSPECTION DURING CONSTRUCTION (662-232-2376).

**FEMA NOTE:**  
ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM), THIS PROPERTY IS LOCATED IN ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA, PER FIRMS MAP NO. 28071 C0144C AND MAP NO. 28071 C0175C EFFECTIVE DATE: NOVEMBER 26, 2010.

**BENCHMARK (B.M.):**  
BRASS DISK FOUND IN CONCRETE WITH AN ELEVATION OF 556.10, SAID DISK LOCATED SOUTH 2,916.37 FEET AND WEST 32.92 FEET FROM THE POB OF TRACT 1 (BRASS DISC BEING NGS MONUMENT WITH DESIGNATION MOLLY AND PID = AJ7821).

REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE



**DIVISION OF ENGINEERING**  
**ELECTRICAL PLAN**  
**OXFORD, MS**

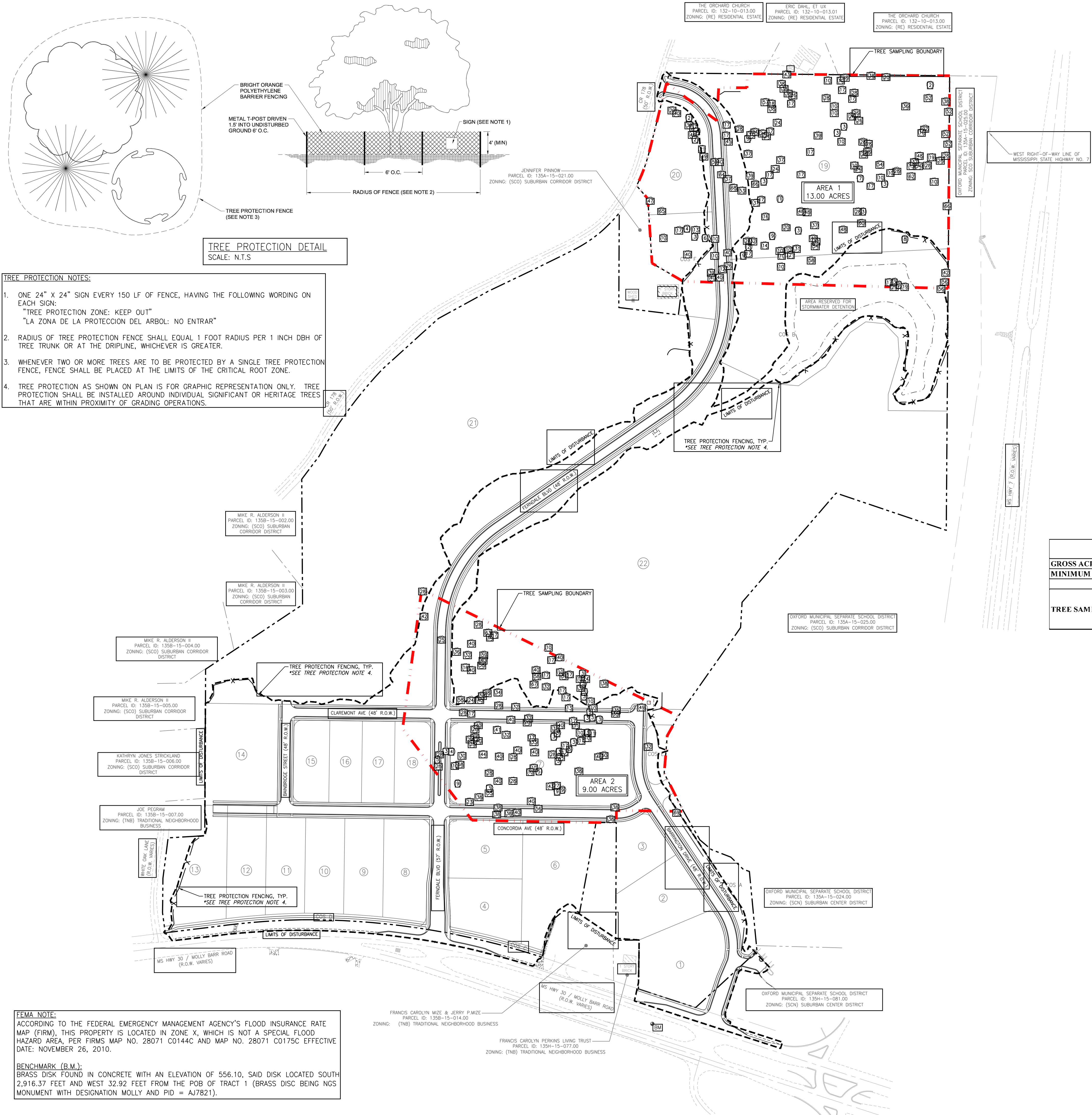
SURVEY: WILLIAMS ENGINEERING  
DESIGN BY: J. GRANBERRY, P.E.  
DRAWN BY: J. GRANBERRY, P.E.

DATE: 6/3/2019  
DATE: 5/28/2020  
DATE: 5/28/2020

PROJECT NO.: 1000-21  
BOOK:  
SCALE: 1" = 150'

COLONNADE CROSSING SUBDIVISION

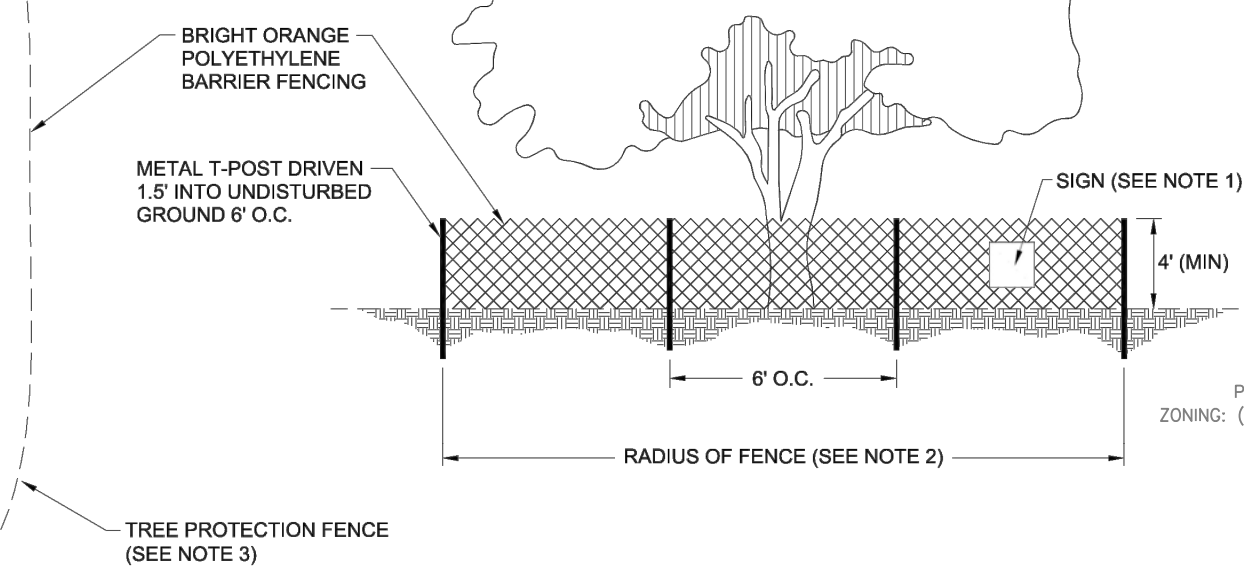
OWNER: MFM DEVELOPMENT, LLC  
ENGINEER: GRANBERRY & ASSOCIATES, LLC



**TREE PROTECTION NOTES:**

- ONE 24" X 24" SIGN EVERY 150 LF OF FENCE, HAVING THE FOLLOWING WORDING ON EACH SIGN:  
"TREE PROTECTION ZONE: KEEP OUT"  
"LA ZONA DE LA PROTECCION DEL ARBOL: NO ENTRAR"
- RADIUS OF TREE PROTECTION FENCE SHALL EQUAL 1 FOOT RADIUS PER 1 INCH DBH OF TREE TRUNK OR AT THE DRIPLINE, WHICHEVER IS GREATER.
- WHENEVER TWO OR MORE TREES ARE TO BE PROTECTED BY A SINGLE TREE PROTECTION FENCE, FENCE SHALL BE PLACED AT THE LIMITS OF THE CRITICAL ROOT ZONE.
- TREE PROTECTION AS SHOWN ON PLAN IS FOR GRAPHIC REPRESENTATION ONLY. TREE PROTECTION SHALL BE INSTALLED AROUND INDIVIDUAL SIGNIFICANT OR HERITAGE TREES THAT ARE WITHIN PROXIMITY OF GRADING OPERATIONS.

**TREE PROTECTION DETAIL**  
SCALE: N.T.S.

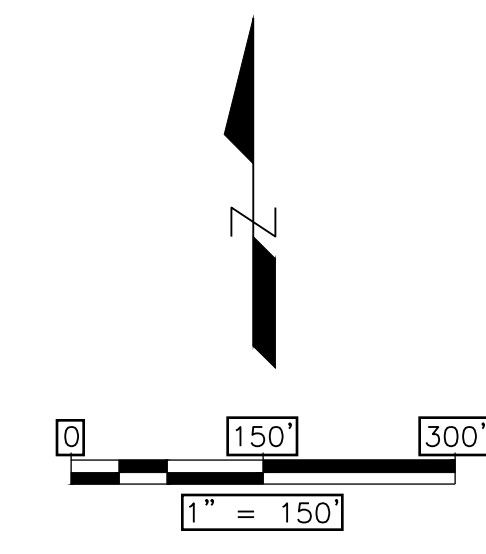


**TREE SURVEY NOTES:**

- SURVEY OF TREE SAMPLING AREAS WAS PERFORMED BY WILLIAMS ENGINEERING AND COMPLETED ON 4/14/2020.
- LIMITS OF DISTURBANCE INDICATE THE AREA TO BE DISTURBED DURING CURRENT PHASE OF PROJECT. THESE LIMITS AREA NOT AN INDICATION OF THE FINAL AREA THAT WILL BE DISTURBED BY FUTURE DEVELOPMENT.
- ALL SIGNIFICANT, SPECIMEN, AND HERITAGE TREES IN AREAS NOT TO BE DISTURBED SHALL BE PROTECTED BY TREE PROTECTION MEANS AS SHOWN ON THIS SHEET. SHOULD SAID TREES BE DAMAGED/REMOVED AS A RESULT FROM DEVELOPMENT OR CONSTRUCTION PRACTICES, DEVELOPER/OWNER WILL BE RESPONSIBLE FOR INDIVIDUAL TREE MITIGATION.
- TREE MITIGATION AS PROVIDED HEREIN ACCOUNTS FOR AREA OF DISTURBANCE FOR FERDALE CROSSING SUBDIVISION AS IT RELATES TO THESE CONSTRUCTION PLANS AND ANY FUTURE DISTURBANCE FOR LOT 19. THE ENTIRE AREA OF LOT 19 IS ACCOUNTED FOR IN THE MITIGATION CALCULATIONS AND NO FUTURE TREE MITIGATION WILL BE REQUIRED FOR LOT 19. ANY OTHER INDIVIDUAL PARCELS WITHIN FUTURE PHASES WILL BE RESPONSIBLE FOR INDIVIDUAL TREE MITIGATION.

**LEGEND**

---	PROPERTY LINES
---	ANNOUNCING PROP. LINES
---	BACK OF CURB
---	FACE OF CURB
---	SIDEWALK
---	EDGE OF PAVEMENT
---	ROADWAY CENTERLINE
---	EX. OH. ELECTRIC LINES
---	EX. UG. ELECTRIC LINES
---	EX. WATER LINES
---	EX. SEWER LINES
---	EX. STORM DRAIN
---	EX. GAS LINE
---	EX. UG. CABLE
---	EX. FIBER OPTIC
---	EX. SIDEWALK
---	EX. FENCE LINES
---	EX. EASEMENT
---	PR. WATER LINE
---	PR. SEWER LINE
---	PR. STORM DRAIN
---	PR. MANHOLE BASIN
---	EASEMENT



**TREE INVENTORY/SURVEY NOTE**  
TWO AREAS WERE SURVEYED USING THE REPRESENTATIVE TREE INVENTORY/SAMPLING METHOD AS PER LAND DEVELOPMENT CODE - SECTION 6.4.3. THE FOLLOWING TABLE OUTLINES THE DETAILS/PARAMETERS FOR FERDALE CROSSING SUBDIVISION:

**TREE SURVEY DATA CHART**

<b>GROSS ACREAGE OF SUBJECT PROPERTY:</b>	87.84 ACRES				
<b>MINIMUM REQUIRED TREE SAMPLING AREA (25%):</b>	21.96 ACRES				
<b>TREE SAMPLING/SURVEY AREA:</b>					
	<b>TOTALS</b>				
	<b>ACRES</b>	<b>PERCENTAGE (%)</b>			
<b>AREA 1</b>	<b>AREA 2</b>	<b>TOTALS</b>			
<b>ACRES</b>	<b>% OF TOTAL SITE</b>	<b>ACRES</b>	<b>% OF TOTAL SITE</b>	<b>AREA (ACRES)</b>	<b>PERCENTAGE (%)</b>
13.0	14.8%	9.0	10.2%	22.0	25.0%

**TREE SURVEY TABLE**

TREE #	DESCRIPTION	TREE #	DESCRIPTION	TREE #	DESCRIPTION
1	12" Dogwood	24	20" Hickory	47	26" Post Oak
2	12" Eastern Red Cedar	25	20" Hickory (Twin)	48	26" Red Oak
3	12" Hickory	26	20" Post Oak	49	26" Red Oak (Twin)
4	12" Hickory (Triple)	27	20" Post Oak (Twin)	50	27" Pine
5	12" Hickory (Twin)	28	20" Red Oak	51	27" Red Oak
6	13" Hickory	29	20" Red Oak (Twin)	52	28" Pine
7	14" Eastern Red Cedar	30	21" Red Oak	53	28" Post Oak
8	15" Cherry	31	22" Hickory (Twin)	54	28" Red Oak
9	15" Eastern Red Cedar	32	22" Red Oak	55	29" Red Oak
10	15" Hickory	33	22" Red Oak (Twin)	56	30" Pine
11	15" Hickory (Triple)	34	23" Red Oak	57	30" Post Oak
12	15" Hickory (Twin)	35	24" Blackjck Oak	58	30" Red Oak
13	16" Hickory	36	24" Eastern Red Cedar	59	30" Red Oak (Twin)
14	17" Hickory	37	24" Hickory	60	32" Red Oak
15	18" Blackjck Oak	38	24" Pine	61	33" Hickory
16	18" Eastern Red Cedar	39	24" Post Oak	62	34" Red Oak
17	18" Hickory	40	24" Red Oak	63	35" Red Oak
18	18" Post Oak	41	24" Red Oak (Twin)	64	36" Hickory
19	18" Red Oak	42	24" Sweetgum	65	36" Post Oak
20	20" Blackjck Oak	43	25" Post Oak	66	36" Red Oak
21	20" Cherry	44	25" Red Oak	67	40" Red Oak
22	20" Eastern Red Cedar	45	26" Hickory	68	46" Red Oak
23	20" Elm	46	26" Pine	69	48" Red Oak

**FEMA NOTE:**  
ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM), THIS PROPERTY IS LOCATED IN ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA, PER FIRMS MAP NO. 28071 C0144C AND MAP NO. 28071 C0175C EFFECTIVE DATE: NOVEMBER 26, 2010.

**BENCHMARK (B.M.):**  
BRASS DISK FOUND IN CONCRETE WITH AN ELEVATION OF 556.10, SAID DISK LOCATED SOUTH 2,916.37 FEET AND WEST 32.92 FEET FROM THE POB OF TRACT 1 (BRASS DISC BEING NGS MONUMENT WITH DESIGNATION MOLLY AND PID = AJ7821).

<b>REVISION</b>		<b>APPROVAL DATE</b>	
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE	

**DIVISION OF ENGINEERING**  
**TREE SURVEY**  
**OXFORD, MS**

SURVEY: WILLIAMS ENGINEERING	DATE: 6/3/2019	PROJECT NO.: 1000-21
DESIGN BY: J. GRANBERRY, P.E.	DATE: 5/28/2020	BOOK:
DRAWN BY: J. GRANBERRY, P.E.	DATE: 5/28/2020	SCALE: 1" = 150'

**COLONNADE CROSSING SUBDIVISION**

**OWNER: MFM DEVELOPMENT, LLC**  
**ENGINEER: GRANBERRY & ASSOCIATES, LLC**



EXISTING TREE INVENTORY OF SAMPLING AREAS

TREE #	DBH (IN)	TREE SPECIES	QUANTITY	INCHES OF TREES BY CLASSIFICATION	
				SIGNIFICANT	HERITAGE
1	12	Dogwood	1		12
2	12	Eastern Red Cedar	4		48
3	12	Hickory	27		324
4	12	Hickory (Triple)	3		36
5	12	Hickory (Twin)	2		24
6	13	Hickory	1		13
7	14	CC	1		14
8	15	Cherry	1		15
9	15	Eastern Red Cedar	5		75
10	15	Hickory	26		390
11	15	Hickory (Triple)	1		15
12	15	Hickory (Twin)	2		30
13	16	Hickory	2		32
14	17	Hickory	1		17
15	18	Blackjack Oak	1	18	
16	18	Eastern Red Cedar	3		54
17	18	Hickory	26		468
18	18	Post Oak	1	18	
19	18	Red Oak	2	36	
20	20	Blackjack Oak	3		60
21	20	Cherry	2		40
22	20	Eastern Red Cedar	1		20
23	20	Elm	1	20	
24	20	Hickory	9		180
25	20	Hickory (Twin)	1		20
26	20	Post Oak	5		100
27	20	Post Oak (Twin)	1		20
28	20	Red Oak	29		580
29	20	Red Oak (Twin)	2		40
30	21	Red Oak	1		21
31	22	Hickory (Twin)	1		22
32	22	Red Oak	10		220
33	22	Red Oak (Twin)	1		22
34	23	Red Oak	1		23
35	24	Blackjack Oak	2		48
36	24	Eastern Red Cedar	2		48
37	24	Hickory	7		168
38	24	Pine	14	336	
39	24	Post Oak	4		96
40	24	Red Oak	24		576
41	24	Red Oak (Twin)	1		24
42	24	Sweetgum	2		48
43	25	Post Oak	2		50
44	25	Red Oak	1		25
45	26	Hickory	1		26
46	26	Pine	1	26	
47	26	Post Oak	1		26
48	26	Red Oak	4		104
49	26	Red Oak (Twin)	2		52
50	27	Pine	1	27	
51	27	Red Oak	1		27
52	28	Pine	4	112	
53	28	Post Oak	1		28
54	28	Red Oak	4		112
55	29	Red Oak	1		29
56	30	Pine	3	90	
57	30	Post Oak	1		30
58	30	Red Oak	6		180
59	30	Red Oak (Twin)	2		60
60	32	Red Oak	1		32
61	33	Hickory	1		33
62	34	Red Oak	1		34
63	35	Red Oak	1		35
64	36	Hickory	1		36
65	36	Post Oak	1		36
66	36	Red Oak	2		72
67	40	Red Oak	1		40
68	46	Red Oak	1		46
69	48	Red Oak	1		48

EXISTING TREE INVENTORY AND MITIGATION REQUIREMENTS OF SAMPLING AREAS

A.	TOTAL INCHES OF EXISTING SIGNIFICANT TREES OF SAMPLING AREAS	683
B.	LESS TEN(10) PERCENT EXEMPTION	68.3
C.	TOTAL INCHES OF EXISTING HERITAGE TREES ON SITE	5104
D.	LESS TEN(10) PERCENT EXEMPTION	510.4
E.	NUMBER OF 2" CALIPER TREES REQUIRED FOR MITIGATION OF SAMPLING AREA (SIGNIFICANT TREES) = (A - B) / 5	122.9
F.	NUMBER OF 2" CALIPER TREES REQUIRED FOR MITIGATION OF SAMPLING AREA (HERITAGE TREES) = (C - D) / 2	2296.8
G.	MITIGATION RATE FOR SIGNIFICANT TREES (NUMBER OF 2" CALIPER TREES /ACRE): = E / 22.0	5.6
H.	MITIGATION RATE FOR HERITAGE TREES (NUMBER OF 2" CALIPER TREES /ACRE): = F / 22.0	104.4
I.	MITIGATION RATE CREDITED FOR PRESERVATION (NUMBER OF 2" CALIPER TREES /ACRE): = (A/5 + C) / 22.0	238.2

TREE SURVEY NOTES:

1. SURVEY OF TREE SAMPLING AREAS WAS PERFORMED BY WILLIAMS ENGINEERING AND COMPLETED ON 4/14/2020.
2. LIMITS OF DISTURBANCE INDICATE THE AREA TO BE DISTURBED DURING CURRENT PHASE OF PROJECT. THESE LIMITS AREA NOT AN INDICATION OF THE FINAL AREA THAT WILL BE DISTURBED BY FUTURE DEVELOPMENT.
3. ALL SIGNIFICANT, SPECIMEN, AND HERITAGE TREES IN AREAS NOT TO BE DISTURBED SHALL BE PROTECTED BY TREE PROTECTION MEANS AS SHOWN ON THIS SHEET. SHOULD SAID TREES BE DAMAGED/REMOVED AS A RESULT FROM DEVELOPMENT OR CONSTRUCTION PRACTICES, DEVELOPER/OWNER WILL BE RESPONSIBLE FOR INDIVIDUAL TREE MITIGATION.
4. TREE MITIGATION AS PROVIDED HEREIN ACCOUNTS FOR AREA OF DISTURBANCE FOR COLONNADE CROSSING SUBDIVISION AS IT RELATES TO THESE CONSTRUCTION PLANS AND ANY FUTURE DISTURBANCE FOR LOT 19. THE ENTIRE AREA OF LOT 19 IS ACCOUNTED FOR IN THE MITIGATION CALCULATIONS AND NO FUTURE TREE MITIGATION WILL BE REQUIRED FOR LOT 19. ANY OTHER INDIVIDUAL PARCELS WITHIN FUTURE PHASES WILL BE RESPONSIBLE FOR INDIVIDUAL TREE MITIGATION.

TREE MITIGATION SUMMARY

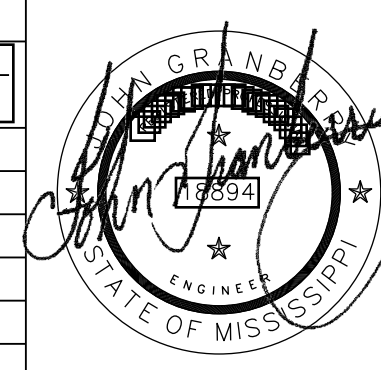
<sup>[1]</sup> TOTAL MITIGATION AREA (TOTAL DISTURBED AREA & LOT 19 AREA):	47.06 ACRES
<sup>[2]</sup> EXEMPT AREA (AS IT RELATES TO SIGNIFICANT TREES):	6.57 ACRES
<sup>[3]</sup> TOTAL EFFECTIVE AREA (AS REFERRED TO SIGNIFICANT TREES):	40.49 ACRES
TOTAL EFFECTIVE AREA (AS REFERRED TO HERITAGE TREES):	47.06 ACRES
<sup>[4]</sup> TOTAL NUMBER OF 2" CALIPER TREES REQUIRED FOR MITIGATION (AS REFERRED TO SIGNIFICANT TREES):	226.7
<sup>[5]</sup> TOTAL NUMBER OF 2" CALIPER TREES REQUIRED FOR MITIGATION (AS REFERRED TO HERITAGE TREES):	4,913.1
TOTAL AREA PRESERVED:	40.78 ACRES
<sup>[6]</sup> NUMBER OF 2" CALIPER TREES CREDITED FOR PRESERVATION:	9,713.8
<sup>[7]</sup> TOTAL NUMBER OF 2" CALIPER TREES REQUIRED FOR MITIGATION:	-4,574.0 => 0

- [1] CALCULATED BY ADDING TOTAL DISTURBED AREA & LOT 19 AREA = 38.19 + 8.87  
 [2] SUMMATION OF ALL KNOWN STREETS, DRIVEWAYS, SIDEWALKS, PATHWAYS LOCATED WITHIN NORTHPARK SUBDIVISION THAT ARE PERMANENT/PERPETUAL  
 [3] CALCULATED BY REDUCING THE TOTAL MITIGATION AREA BY THE EXEMPT AREA (SIGNIFICANT TREES) = 47.06 - 6.57  
 [4] CALCULATED BY MULTIPLYING TOTAL EFFECTIVE AREA (SIGNIFICANT TREES) BY RATE OF MITIGATION = 40.49 x 5.60  
 [5] CALCULATED BY MULTIPLYING TOTAL EFFECTIVE AREA (HERITAGE TREES) BY RATE OF MITIGATION = 47.06 x 104.4  
 [6] CALCULATED BY MULTIPLYING TOTAL PRESERVATION AREA BY THE RATE OF PRESERVATION = 40.78 x 238.2  
 [7] CALCULATED BY SUBTRACTING NUMBER OF 2" CALIPER TREES CREDITED FOR PRESERVATION FROM THE SUM OF THE TOTAL NUMBER OF TREES REQ'D = (226.7 + 4913.1) - 9,713.8

FEMA NOTE:  
 ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM), THIS PROPERTY IS LOCATED IN ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA, PER FIRMS MAP NO. 28071 C0144C AND MAP NO. 28071 C0175C EFFECTIVE DATE: NOVEMBER 26, 2010.

BENCHMARK (B.M.):  
 BRASS DISK FOUND IN CONCRETE WITH AN ELEVATION OF 556.10, SAID DISK LOCATED SOUTH 2,916.37 FEET AND WEST 32.92 FEET FROM THE POB OF TRACT 1 (BRASS DISC BEING NGS MONUMENT WITH DESIGNATION MOLLY AND PID = AJ7821).

REVISION	DESCRIPTION OF CHANGE	APPROVAL DATE



**DIVISION OF ENGINEERING**

**TREE INVENTORY & MITIGATION SUMMARY**

**OXFORD, MS**

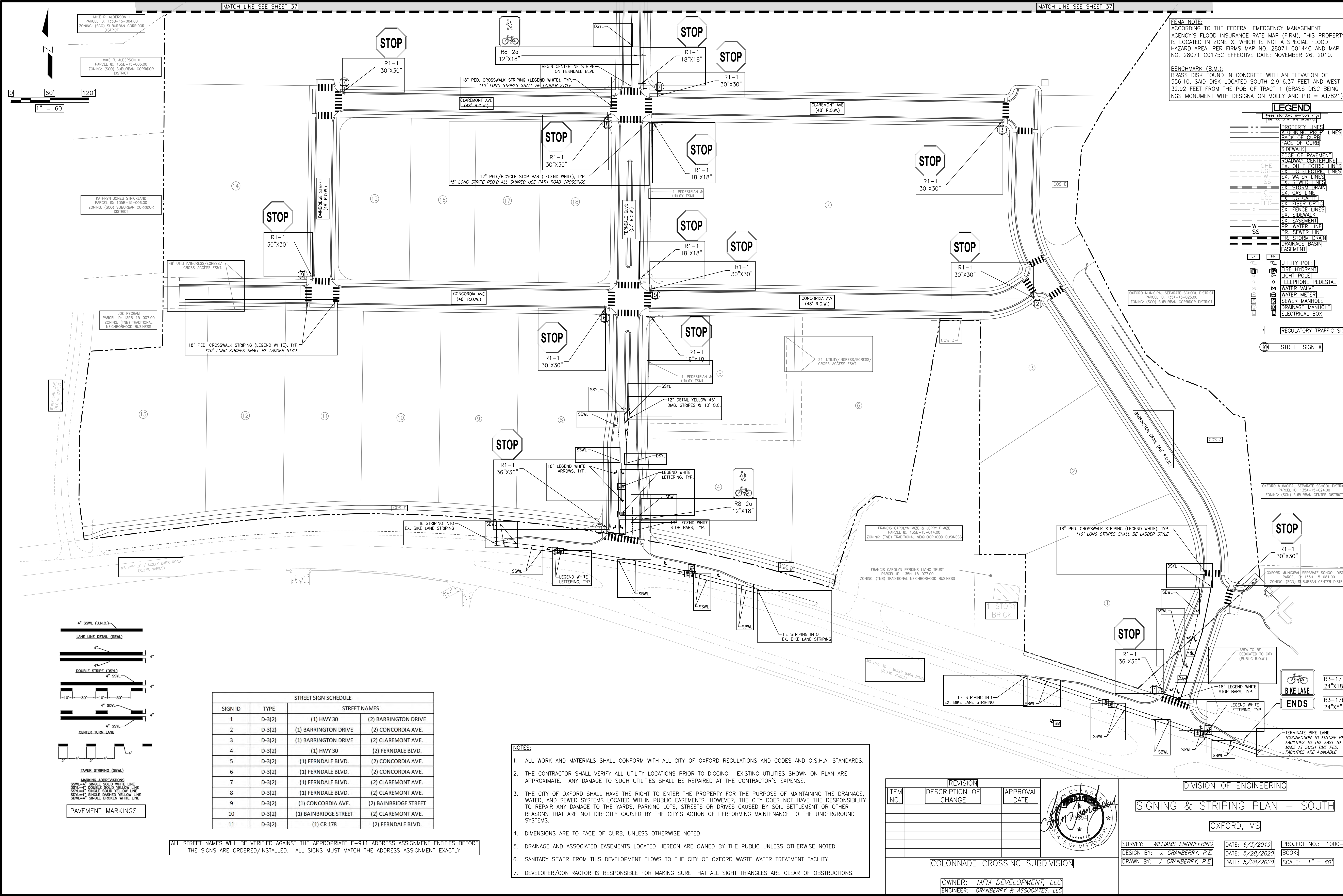
SURVEY: WILLIAMS ENGINEERING      DATE: 6/3/2019      PROJECT NO.: 1000-21

DESIGN BY: J. GRANBERRY, P.E.      DATE: 5/28/2020      BOOK:

DRAWN BY: J. GRANBERRY, P.E.      DATE: 5/28/2020      SCALE: N/A

COLONNADE CROSSING SUBDIVISION

OWNER: MFM DEVELOPMENT, LLC  
 ENGINEER: GRANBERRY & ASSOCIATES, LLC



**FEMA NOTE:**  
 ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM), THIS PROPERTY IS LOCATED IN ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA, PER FIRMS MAP NO. 28071 C0144C AND MAP NO. 28071 C0175C EFFECTIVE DATE: NOVEMBER 26, 2010.

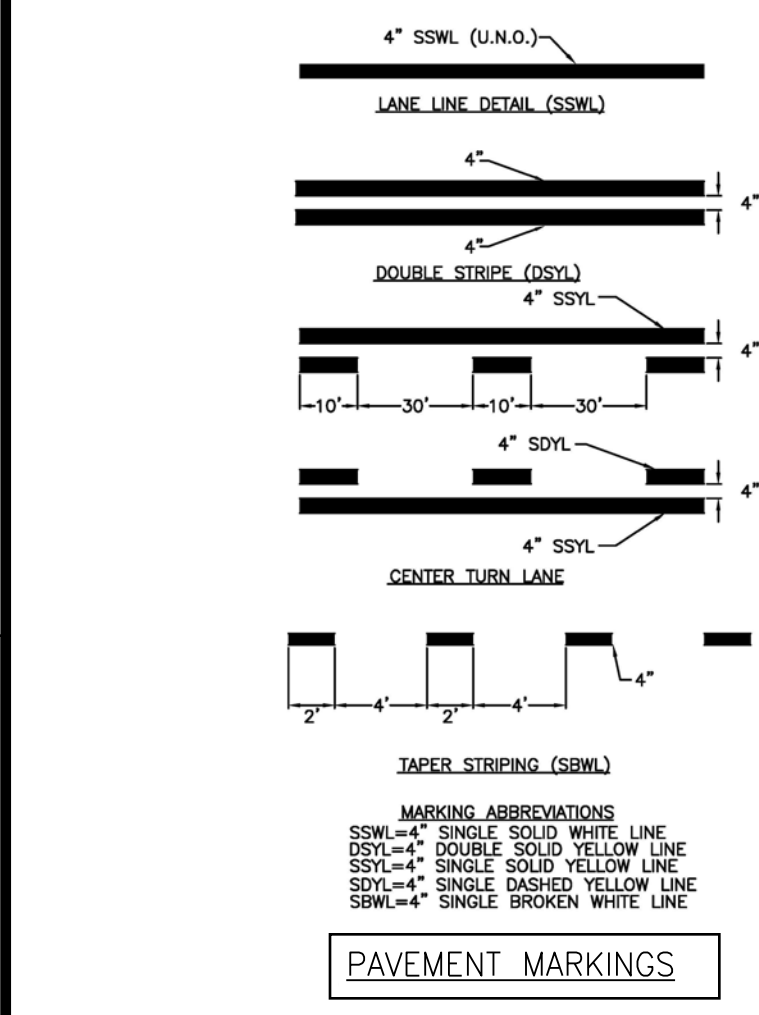
**BENCHMARK (B.M.):**  
 BRASS DISK FOUND IN CONCRETE WITH AN ELEVATION OF 556.10, SAID DISK LOCATED SOUTH 2,916.37 FEET AND WEST 32.92 FEET FROM THE POB OF TRACT 1 (BRASS DISK BEING NGS MONUMENT WITH DESIGNATION MOLLY AND PID = AJ7821).

**LEGEND**

---	PROPERTY LINES
---	ADJOINING DRIVE LINES
---	BACK OF CURB
---	FACE OF CURB
---	SIDEWALK
---	EDGE OF PAVEMENT
---	ROADWAY CENTERLINE
---	EX. OR ELECTRIC LINES
---	EX. GAS LINES
---	EX. WATER LINES
---	EX. SEWER LINES
---	EX. STORM DRAIN
---	EX. CABLE
---	EX. FIBER OPTIC
---	EX. SIDEWALK
---	EX. EASEMENT
---	PR. WATER LINE
---	PR. SEWER LINE
---	PR. STORM DRAIN
---	EX. DRAINAGE BASIN
---	EASEMENT

REGULATORY TRAFFIC SIGN

STREET SIGN #



**STREET SIGN SCHEDULE**

SIGN ID	TYPE	STREET NAMES	
1	D-3(2)	(1) HWY 30	(2) BARRINGTON DRIVE
2	D-3(2)	(1) BARRINGTON DRIVE	(2) CONCORDIA AVE.
3	D-3(2)	(1) BARRINGTON DRIVE	(2) CLAREMONT AVE.
4	D-3(2)	(1) HWY 30	(2) FERNDALE BLVD.
5	D-3(2)	(1) FERNDALE BLVD.	(2) CONCORDIA AVE.
6	D-3(2)	(1) FERNDALE BLVD.	(2) CONCORDIA AVE.
7	D-3(2)	(1) FERNDALE BLVD.	(2) CLAREMONT AVE.
8	D-3(2)	(1) FERNDALE BLVD.	(2) CLAREMONT AVE.
9	D-3(2)	(1) CONCORDIA AVE.	(2) BAINBRIDGE STREET
10	D-3(2)	(1) BAINBRIDGE STREET	(2) CLAREMONT AVE.
11	D-3(2)	(1) CR 178	(2) FERNDALE BLVD.

- NOTES:**
- ALL WORK AND MATERIALS SHALL CONFORM WITH ALL CITY OF OXFORD REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
  - THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO DIGGING. EXISTING UTILITIES SHOWN ON PLAN ARE APPROXIMATE. ANY DAMAGE TO SUCH UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
  - THE CITY OF OXFORD SHALL HAVE THE RIGHT TO ENTER THE PROPERTY FOR THE PURPOSE OF MAINTAINING THE DRAINAGE, WATER, AND SEWER SYSTEMS LOCATED WITHIN PUBLIC EASEMENTS. HOWEVER, THE CITY DOES NOT HAVE THE RESPONSIBILITY TO REPAIR ANY DAMAGE TO THE YARDS, PARKING LOTS, STREETS OR DRIVES CAUSED BY SOIL SETTLEMENT OR OTHER REASONS THAT ARE NOT DIRECTLY CAUSED BY THE CITY'S ACTION OF PERFORMING MAINTENANCE TO THE UNDERGROUND SYSTEMS.
  - DIMENSIONS ARE TO FACE OF CURB, UNLESS OTHERWISE NOTED.
  - DRAINAGE AND ASSOCIATED EASEMENTS LOCATED HEREON ARE OWNED BY THE PUBLIC UNLESS OTHERWISE NOTED.
  - SANITARY SEWER FROM THIS DEVELOPMENT FLOWS TO THE CITY OF OXFORD WASTE WATER TREATMENT FACILITY.
  - DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT ALL SIGHT TRIANGLES ARE CLEAR OF OBSTRUCTIONS.

**REVISION**

ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE

COLONNADE CROSSING SUBDIVISION

OWNER: MFM DEVELOPMENT, LLC  
 ENGINEER: GRANBERRY & ASSOCIATES, LLC

**DIVISION OF ENGINEERING**

**SIGNING & STRIPING PLAN - SOUTH**

OXFORD, MS

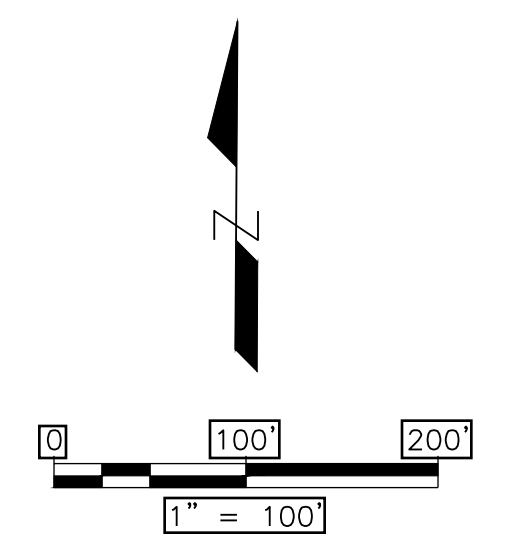
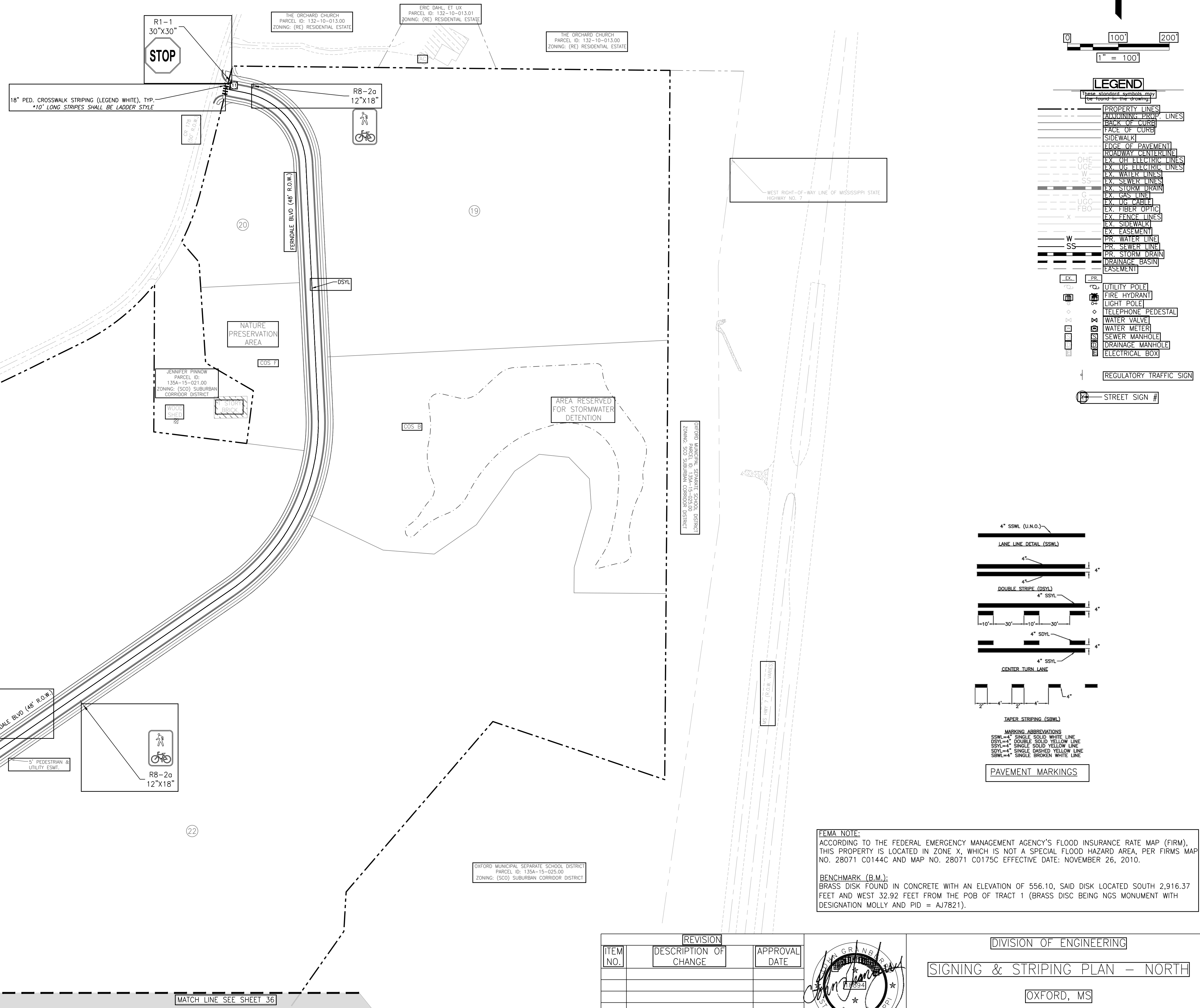
DATE: 6/3/2019  
 DATE: 5/28/2020  
 DATE: 5/28/2020

PROJECT NO.: 1000-21  
 BOOK:  
 SCALE: 1" = 60'

- NOTES:**
1. ALL WORK AND MATERIALS SHALL CONFORM WITH ALL CITY OF OXFORD REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
  2. THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO DIGGING. EXISTING UTILITIES SHOWN ON PLAN ARE APPROXIMATE. ANY DAMAGE TO SUCH UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
  3. THE CITY OF OXFORD SHALL HAVE THE RIGHT TO ENTER THE PROPERTY FOR THE PURPOSE OF MAINTAINING THE DRAINAGE, WATER, AND SEWER SYSTEMS LOCATED WITHIN PUBLIC EASEMENTS. HOWEVER, THE CITY DOES NOT HAVE THE RESPONSIBILITY TO REPAIR ANY DAMAGE TO THE YARDS, PARKING LOTS, STREETS OR DRIVES CAUSED BY SOIL SETTLEMENT OR OTHER REASONS THAT ARE NOT DIRECTLY CAUSED BY THE CITY'S ACTION OF PERFORMING MAINTENANCE TO THE UNDERGROUND SYSTEMS.
  4. DIMENSIONS ARE TO FACE OF CURB, UNLESS OTHERWISE NOTED.
  5. DRAINAGE AND ASSOCIATED EASEMENTS LOCATED HEREON ARE OWNED BY THE PUBLIC UNLESS OTHERWISE NOTED.
  6. SANITARY SEWER FROM THIS DEVELOPMENT FLOWS TO THE CITY OF OXFORD WASTE WATER TREATMENT FACILITY.
  7. DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT ALL SIGHT TRIANGLES ARE CLEAR OF OBSTRUCTIONS.

STREET SIGN SCHEDULE			
SIGN ID	TYPE	STREET NAMES	
1	D-3(2)	(1) HWY 30	(2) BARRINGTON DRIVE
2	D-3(2)	(1) BARRINGTON DRIVE	(2) CONCORDIA AVE.
3	D-3(2)	(1) BARRINGTON DRIVE	(2) CLAREMONT AVE.
4	D-3(2)	(1) HWY 30	(2) FERNDALE BLVD.
5	D-3(2)	(1) FERNDALE BLVD.	(2) CONCORDIA AVE.
6	D-3(2)	(1) FERNDALE BLVD.	(2) CONCORDIA AVE.
7	D-3(2)	(1) FERNDALE BLVD.	(2) CLAREMONT AVE.
8	D-3(2)	(1) FERNDALE BLVD.	(2) CLAREMONT AVE.
9	D-3(2)	(1) CONCORDIA AVE.	(2) BAINBRIDGE STREET
10	D-3(2)	(1) BAINBRIDGE STREET	(2) CLAREMONT AVE.
11	D-3(2)	(1) CR 178	(2) FERNDALE BLVD.

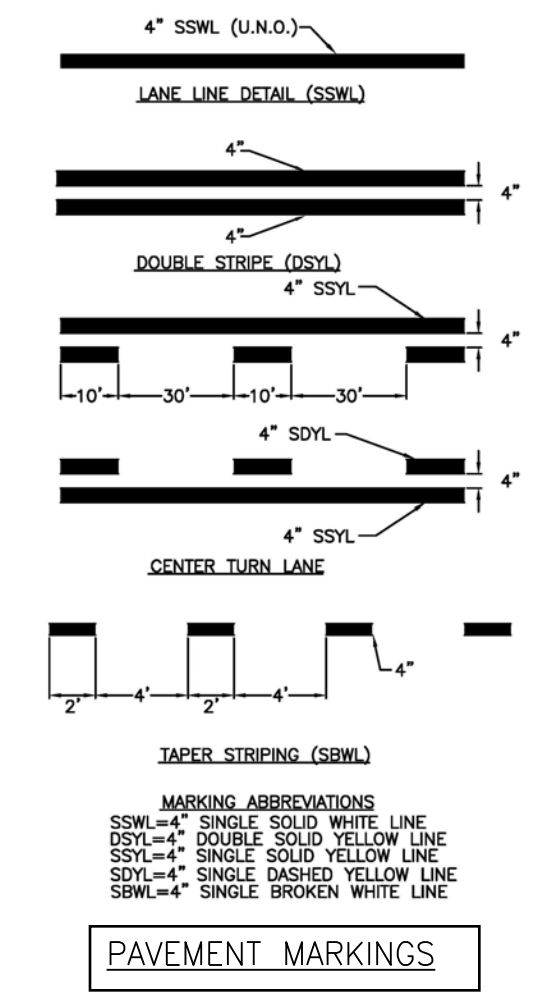
ALL STREET NAMES WILL BE VERIFIED AGAINST THE APPROPRIATE E-911 ADDRESS ASSIGNMENT ENTITIES BEFORE THE SIGNS ARE ORDERED/INSTALLED. ALL SIGNS MUST MATCH THE ADDRESS ASSIGNMENT EXACTLY.



**LEGEND**

(Please standard symbols may be found in the drawing)

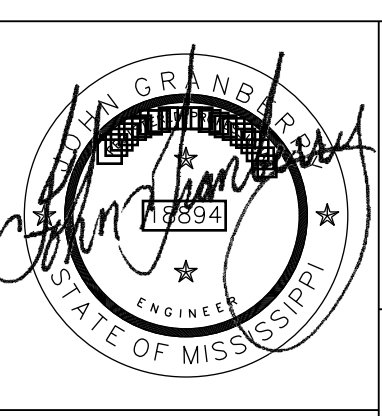
---	PROPERTY LINES	
---	ADJOINING PROP. LINES	
---	BACK OF CURB	
---	FACE OF CURB	
---	SIDEWALK	
---	EDGE OF PAVEMENT	
---	ROADWAY CENTERLINE	
---	OH/E EX: OH ELECTRIC LINES	
---	UG/E EX: UG ELECTRIC LINES	
---	W EX: WATER LINES	
---	SS EX: SEWER LINES	
---	---	EX: STORM DRAIN
---	---	EX: GAS LINE
---	---	EX: UG CABLE
---	---	EX: FIBER OPTIC
---	---	EX: FENCE LINES
---	---	EX: SIDEWALK
---	---	EX: EASEMENT
---	---	PR: WATER LINE
---	---	PR: SEWER LINE
---	---	PR: STORM DRAIN
---	---	DRAINAGE BASIN
---	---	EASEMENT
---	---	EX: UTILITY POLE
---	---	EX: FIRE HYDRANT
---	---	EX: LIGHT POLE
---	---	EX: TELEPHONE PEDESTAL
---	---	EX: WATER VALVE
---	---	EX: WATER METER
---	---	EX: SEWER MANHOLE
---	---	EX: DRAINAGE MANHOLE
---	---	EX: ELECTRICAL BOX
---	---	REGULATORY TRAFFIC SIGN
---	---	STREET SIGN #



**FEMA NOTE:**  
 ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM), THIS PROPERTY IS LOCATED IN ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA, PER FIRMS MAP NO. 28071 C0144C AND MAP NO. 28071 C0175C EFFECTIVE DATE: NOVEMBER 26, 2010.

**BENCHMARK (B.M.):**  
 BRASS DISK FOUND IN CONCRETE WITH AN ELEVATION OF 556.10, SAID DISK LOCATED SOUTH 2,916.37 FEET AND WEST 32.92 FEET FROM THE POB OF TRACT 1 (BRASS DISC BEING NGS MONUMENT WITH DESIGNATION MOLLY AND PID = AJ7821).

ITEM NO.	REVISION DESCRIPTION OF CHANGE	APPROVAL DATE



**DIVISION OF ENGINEERING**

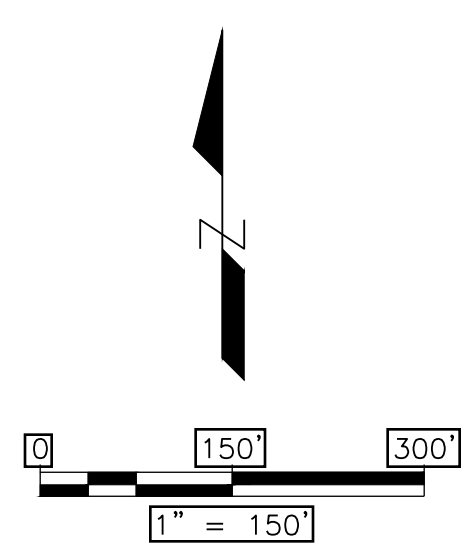
**SIGNING & STRIPING PLAN -- NORTH**

**OXFORD, MS**

SURVEY: WILLIAMS ENGINEERING DATE: 6/3/2019 PROJECT NO.: 1000-21  
 DESIGN BY: J. GRANBERRY, P.E. DATE: 5/28/2020 BOOK:  
 DRAWN BY: J. GRANBERRY, P.E. DATE: 5/28/2020 SCALE: 1" = 100'

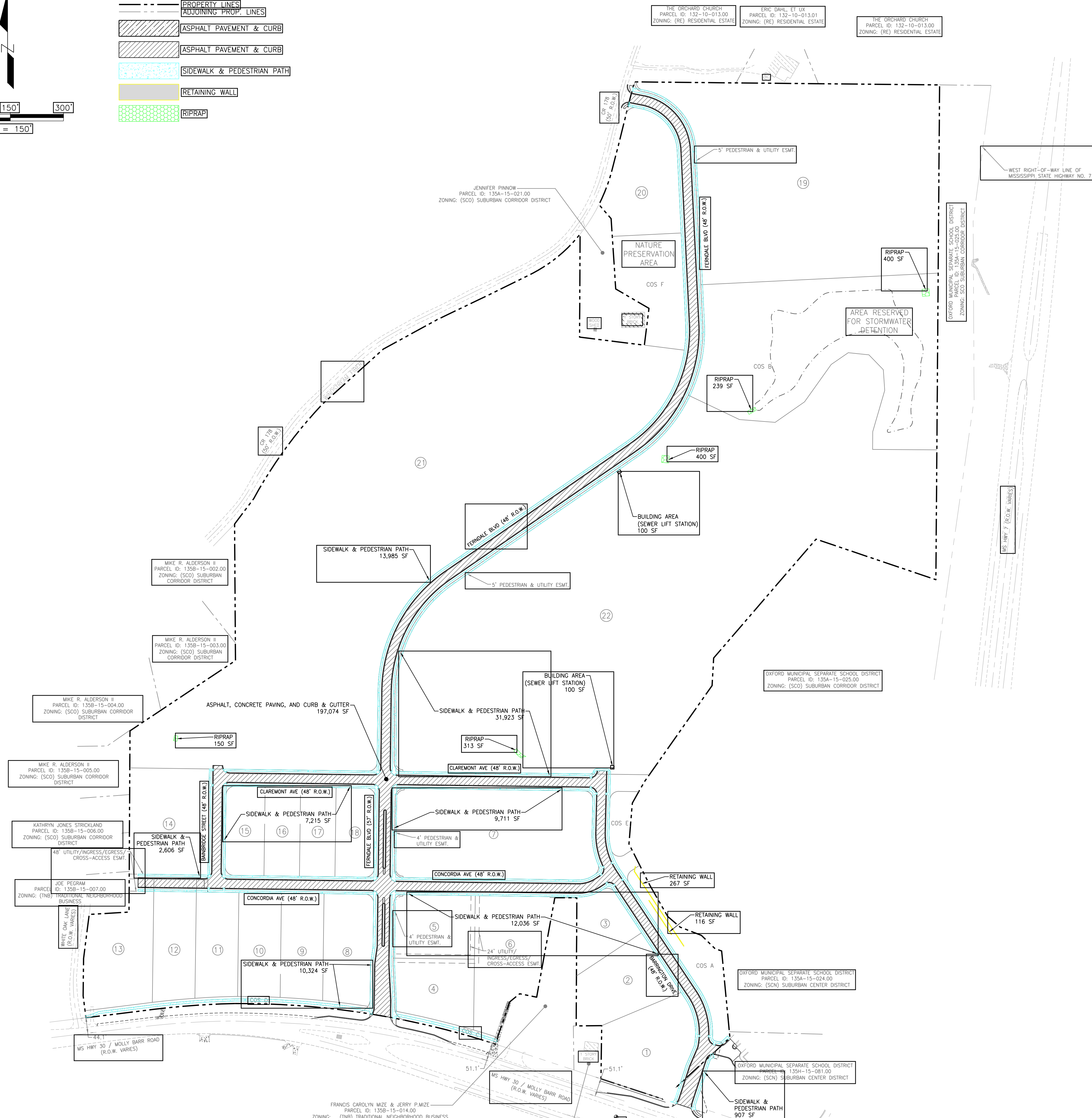
COLONNADE CROSSING SUBDIVISION

OWNER: MFM DEVELOPMENT, LLC  
 ENGINEER: GRANBERRY & ASSOCIATES, LLC



**LEGEND**

- PROPERTY LINES
- ADJOINING PROP. LINES
- ASPHALT PAVEMENT & CURB
- ASPHALT PAVEMENT & CURB
- SIDEWALK & PEDESTRIAN PATH
- RETAINING WALL
- RIPRAP



COVERAGE TABLE	
BUILDING	200 SF
ASPHALT, CONCRETE PAVING, AND CURB & GUTTER	197,074 SF
RIPRAP	1,502 SF
SIDEWALK & PEDESTRIAN PATH	88,707 SF
RETAINING WALL	383 SF
<b>TOTAL COVERAGE</b>	<b>287,866 SF</b>

**FEMA NOTE:**  
 ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM), THIS PROPERTY IS LOCATED IN ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA, PER FIRMS MAP NO. 28071 C0144C AND MAP NO. 28071 C0175C EFFECTIVE DATE: NOVEMBER 26, 2010.

**BENCHMARK (B.M.):**  
 BRASS DISK FOUND IN CONCRETE WITH AN ELEVATION OF 556.10, SAID DISK LOCATED SOUTH 2,916.37 FEET AND WEST 32.92 FEET FROM THE POB OF TRACT 1 (BRASS DISK BEING NGS MONUMENT WITH DESIGNATION MOLLY AND PID = AJ7821).

REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE

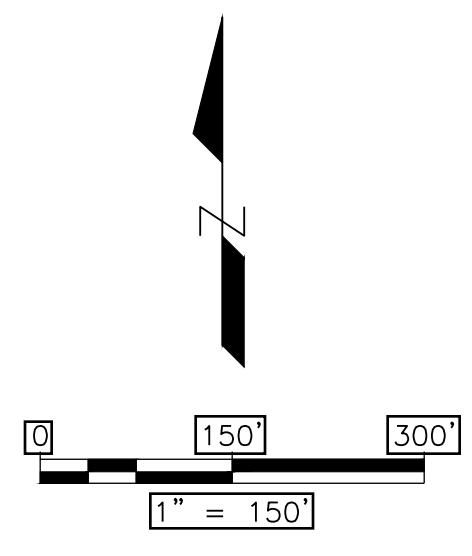


DIVISION OF ENGINEERING  
**COVERAGE AREA PLAN**  
 OXFORD, MS

SURVEY: WILLIAMS ENGINEERING DATE: 6/3/2019 PROJECT NO.: 1000-21  
 DESIGN BY: J. GRANBERRY, P.E. DATE: 5/28/2020 BOOK:  
 DRAWN BY: J. GRANBERRY, P.E. DATE: 5/28/2020 SCALE: 1" = 150'

COLONNADE CROSSING SUBDIVISION

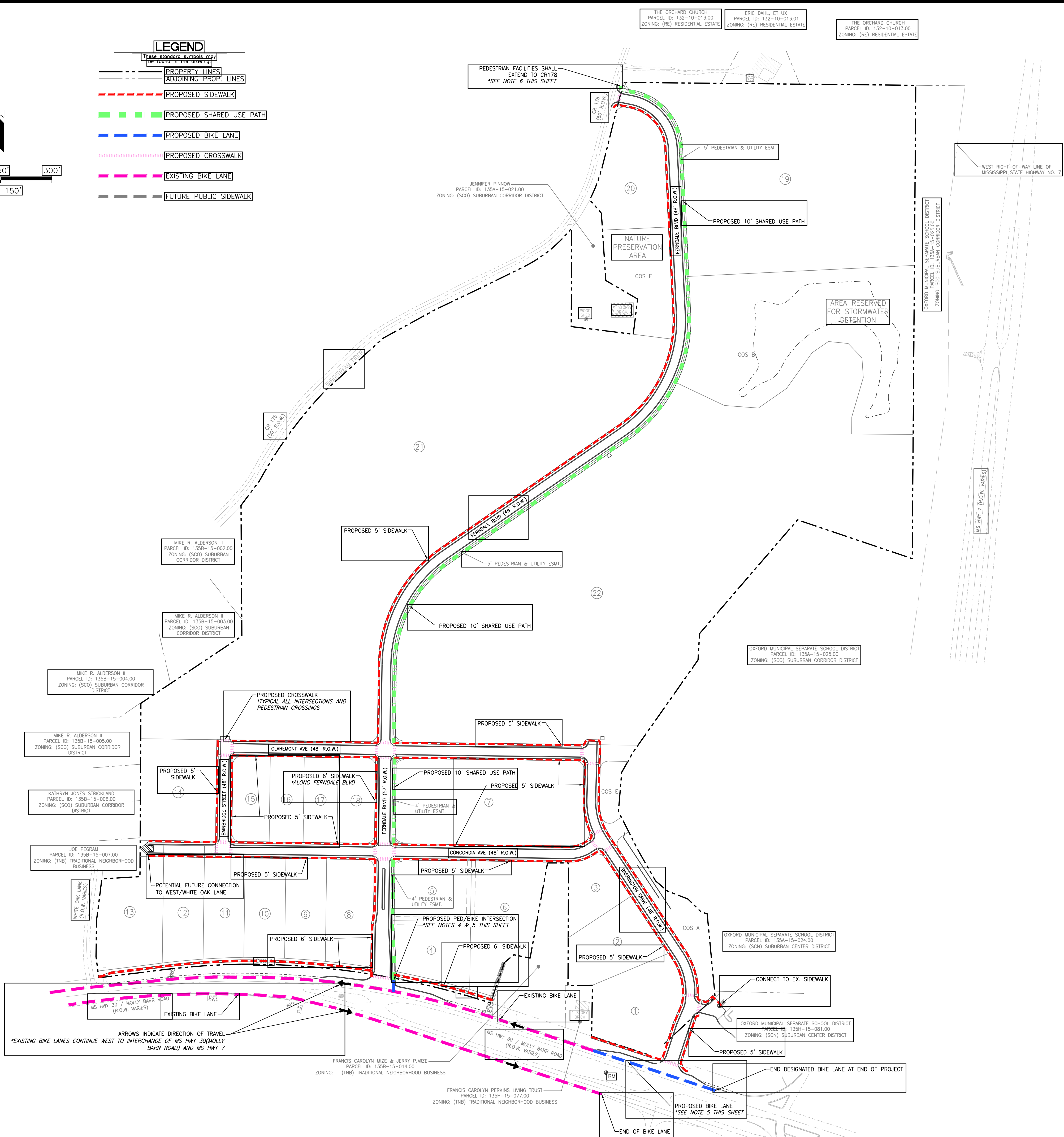
OWNER: MFM DEVELOPMENT, LLC  
 ENGINEER: GRANBERRY & ASSOCIATES, LLC



**LEGEND**

*(page standard symbols may differ from those shown)*

	PROPERTY LINES
	ADJOINING PROP. LINES
	PROPOSED SIDEWALK
	PROPOSED SHARED USE PATH
	PROPOSED BIKE LANE
	PROPOSED CROSSWALK
	EXISTING BIKE LANE
	FUTURE PUBLIC SIDEWALK



- NOTES:**
- HANDICAP RAMPS ARE REQUIRED AT ALL INTERSECTIONS.
  - ALL WORK AND MATERIALS SHALL CONFORM WITH ALL CITY OF OXFORD REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
  - DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT ALL SIGHT TRIANGLES ARE CLEAR OF OBSTRUCTIONS.
  - AT INTERSECTION OF HWY 30/MOLLY BARR AND FERNDALE BLVD FOOT TRAFFIC SHALL CONTINUE EAST/WEST ALONG 6' SIDEWALK AND BIKE TRAFFIC SHALL USE BIKE LANE.
  - BIKE LANE SHALL BE MAINTAINED THROUGH INTERSECTIONS. SEE SHEET STRIPING PLAN.
  - CURRENTLY CR 178 DOES NOT HAVE ANY PEDESTRIAN FACILITIES AND, AT MANY LOCATIONS ALONG ROAD, ROADWAY PAVEMENT WIDTH IS TOO NARROW FOR SHARROWS. AS DEVELOPMENT OCCURS ALONG CR 178, FERNDALE SUBDIVISION PEDESTRIAN FACILITIES SHALL TIE TO FUTURE CONSTRUCTED CR 178 SIDEWALKS/PEDESTRIAN PATHS.

**FEMA NOTE:**  
 ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM), THIS PROPERTY IS LOCATED IN ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA, PER FIRMS MAP NO. 28071 C0144C AND MAP NO. 28071 C0175C EFFECTIVE DATE: NOVEMBER 26, 2010.

**BENCHMARK (B.M.):**  
 BRASS DISK FOUND IN CONCRETE WITH AN ELEVATION OF 556.10, SAID DISK LOCATED SOUTH 2,916.37 FEET AND WEST 32.92 FEET FROM THE POB OF TRACT 1 (BRASS DISC BEING NGS MONUMENT WITH DESIGNATION MOLLY AND PID = AJ7821).

REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE



**DIVISION OF ENGINEERING**  
**COMPLETE STREETS PLAN**  
 OXFORD, MS

SURVEY BY: WILLIAMS ENGINEERING	DATE: 6/3/2019	PROJECT NO.: 1000-21
DESIGN BY: J. GRANBERRY, P.E.	DATE: 5/28/2020	BOOK:
DRAWN BY: J. GRANBERRY, P.E.	DATE: 5/28/2020	SCALE: 1" = 150'

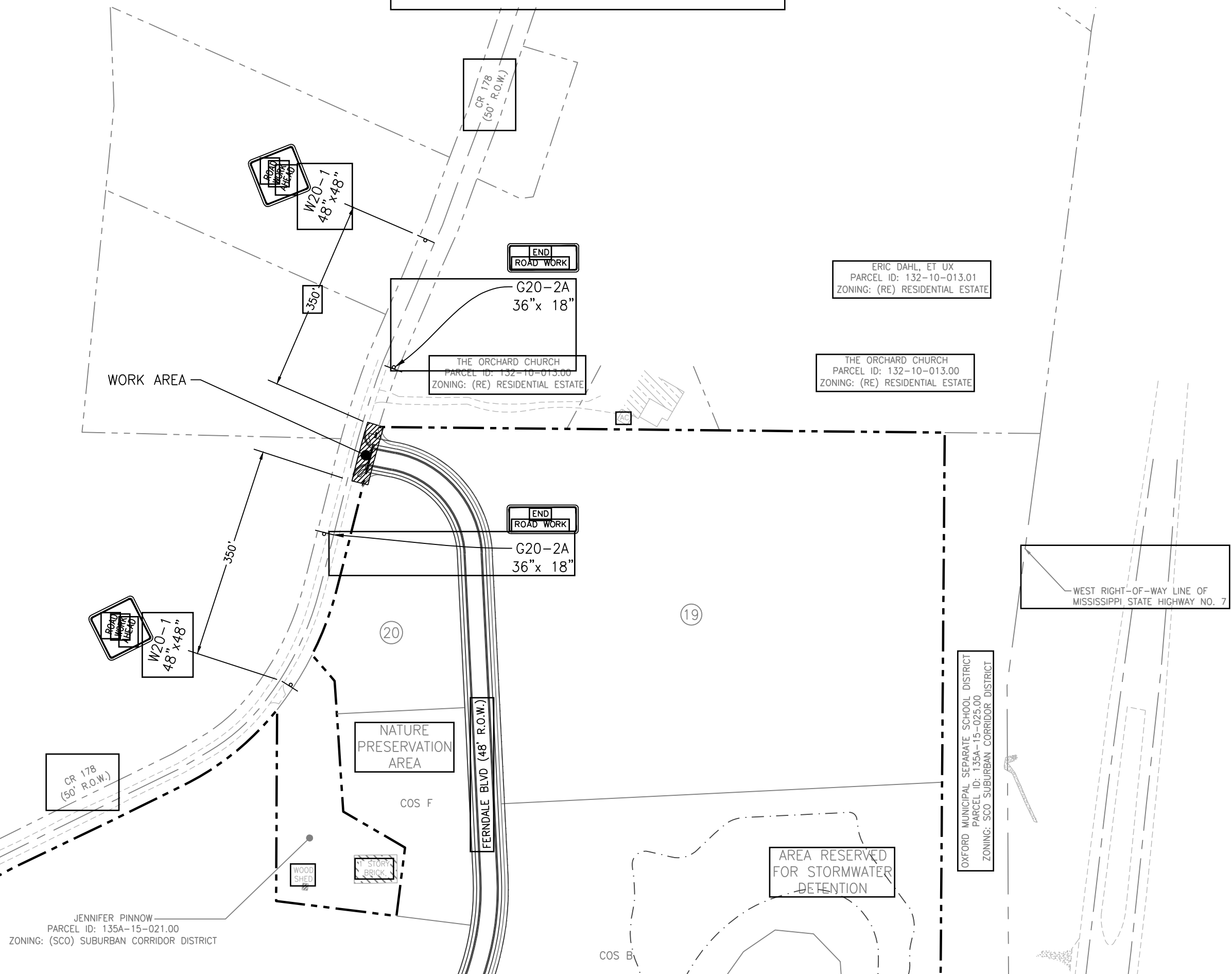
COLONNADE CROSSING SUBDIVISION

OWNER: MFM DEVELOPMENT, LLC  
 ENGINEER: GRANBERRY & ASSOCIATES, LLC

**TRAFFIC CONTROL PLAN NOTES:**

1. THE CONTRACTOR SHALL NOTIFY THE CITY OF OXFORD ENGINEERING OFFICE A MINIMUM OF 24 HOURS PRIOR TO COMMENCING CONSTRUCTION OR IMPLEMENTING A TRAFFIC CONTROL PLAN. ALL TRAFFIC CONTROL DEVICES MUST BE IN PLACE BEFORE CONSTRUCTION ACTIVITY BEGINS.
2. NOTHING IN THIS PLAN IS INTENDED TO SUPERSEDE OR RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF INSTALLING THE APPROPRIATE TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE CURRENT 'MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS', MISSISSIPPI VERSION.
3. ALL EXISTING SIGNS THAT CONFLICT WITH THE TRAFFIC CONTROL SIGNS OR DEVICES SHALL BE COVERED DURING CONSTRUCTION AND UNTIL SUCH TIME THAT NO CONFLICT EXIST.
4. SIDE STREET, DRIVEWAY ACCESS, AND SAFE PEDESTRIAN WAYS SHALL BE MAINTAINED AT ALL TIMES.
5. THE CONTRACTOR SHALL USE DRUMS WITH TOP MOUNTED LIGHTS TO SEPARATE TRAFFIC FROM CONSTRUCTION AREA.
6. ALL TEMPORARY OR PERMANENT TRAVELED SURFACE SHALL BE INSPECTED DAILY BY THE CONTRACTOR (INCLUDING WEEKENDS) AND NECESSARY PATCHING OR REFINISHING PERFORMED.
7. ANY EXPOSED TRENCHES SHALL BE BOUNDED BY DRUMS OR BARRIER RAILS, DRUMS OR BARRIERS SHALL BE PLACED OUTSIDE THE TRENCH. WHEN TRAFFIC IS ADJACENT TO AN OPEN TRENCH, DRUM SPACING SHALL BE 10 FEET. NO TRENCHES SHALL BE LEFT OPEN OVERNIGHT. AT THE END OF EACH CONSTRUCTION DAY, THE ROAD SHALL BE RE-OPENED FOR TWO-WAY TRAFFIC WITH DRUMS AND BARRIERS PLACED AS REQUIRED FOR SAFE PASSAGE OF VEHICLES THROUGH THE AREA.
8. ONE OPEN LANE OF TRAFFIC SHALL BE MAINTAINED AT ALL TIMES FOR RESIDENTIAL TRAFFIC, GARBAGE TRUCKS, AND RECYCLING TRUCKS.
9. THE CONTRACTOR SHALL PLACE BARRICADES AROUND ALL EXPOSED ABOVE GROUND OBSTACLES WHICH ARE WITHIN 20 FEET OF THE EDGE OF THE TRAVELED WAY OR AS DIRECTED BY THE ENGINEER.
10. CONTRACTOR SHALL REMOVE ANY TEMPORARY PAVEMENT MARKING AFTER CONSTRUCTION IS COMPLETED.
11. CONTRACTOR SHALL REPAINT ANY STRIPING AND CENTERLINE THAT ARE DESTROYED.

**CR 178 - TRAFFIC CONTROL PLAN**



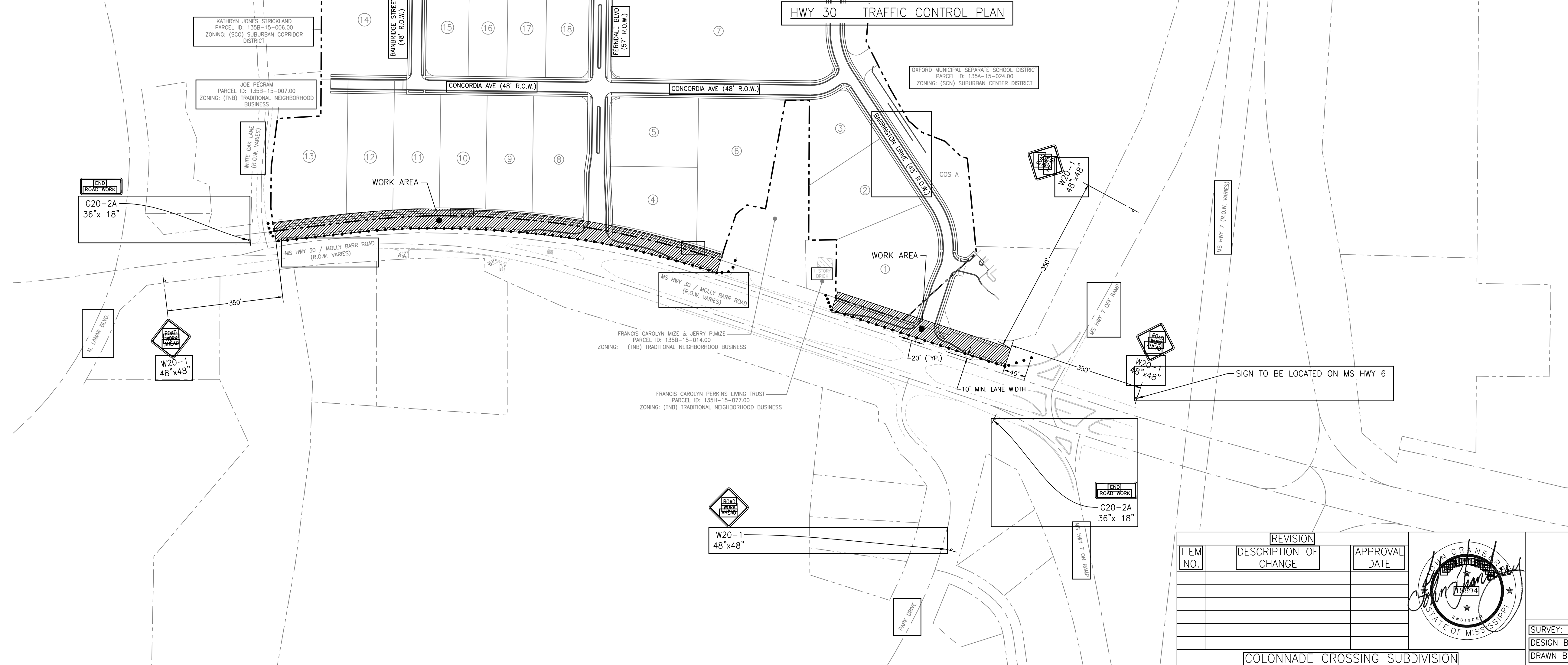
**LEGEND**

- PROPERTY LINES
- EXISTING PROP. LINES
- FACE OF CURB
- SIDEWALK
- EDGE OF PAVEMENT
- ROADWAY CENTERLINE
- WORK AREA
- TRAFFIC SIGN
- TRAFFIC DRUM

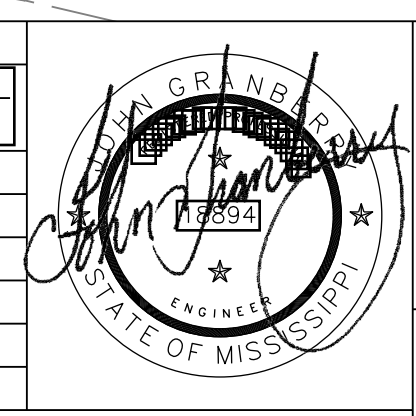
**FEMA NOTE:**  
 ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM), THIS PROPERTY IS LOCATED IN ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA. PER FIRMS MAP NO. 28071 C0144C AND MAP NO. 28071 C0175C EFFECTIVE DATE: NOVEMBER 26, 2010.

**BENCHMARK (B.M.):**  
 BRASS DISK FOUND IN CONCRETE WITH AN ELEVATION OF 556.10, SAID DISK LOCATED SOUTH 2,916.37 FEET AND WEST 32.92 FEET FROM THE POB OF TRACT 1 (BRASS DISK BEING NGS MONUMENT WITH DESIGNATION MOLLY AND PID = AJ7821).

**HWY 30 - TRAFFIC CONTROL PLAN**



REVISION	DESCRIPTION OF CHANGE	APPROVAL DATE

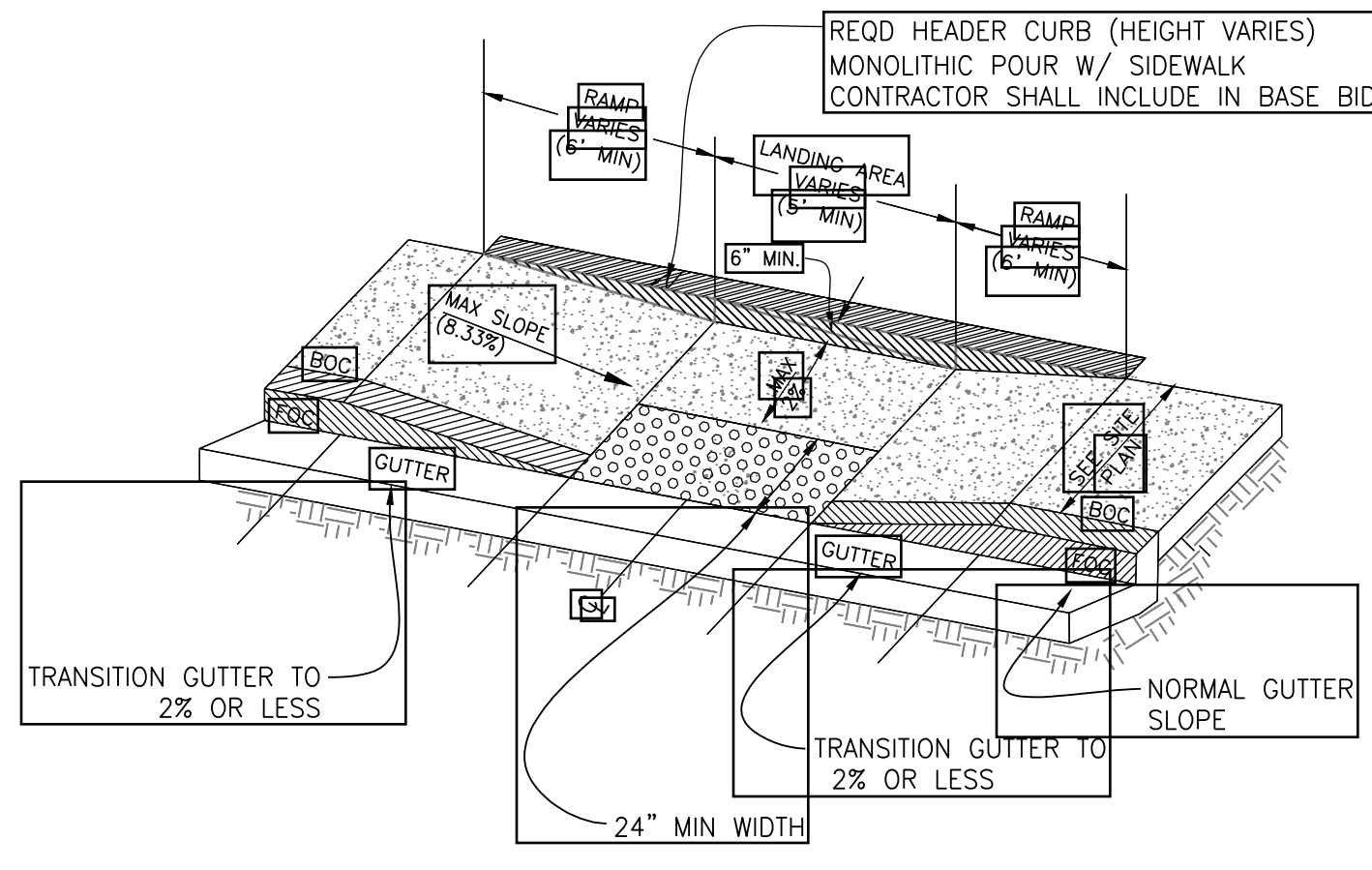


**DIVISION OF ENGINEERING**  
**TRAFFIC CONTROL PLAN**  
 OXFORD, MS

SURVEY BY: WILLIAMS ENGINEERING	DATE: 6/3/2019	PROJECT NO.: 1000-21
DESIGN BY: J. GRANBERRY, P.E.	DATE: 5/28/2020	BOOK:
DRAWN BY: J. GRANBERRY, P.E.	DATE: 5/28/2020	SCALE: 1" = 150'

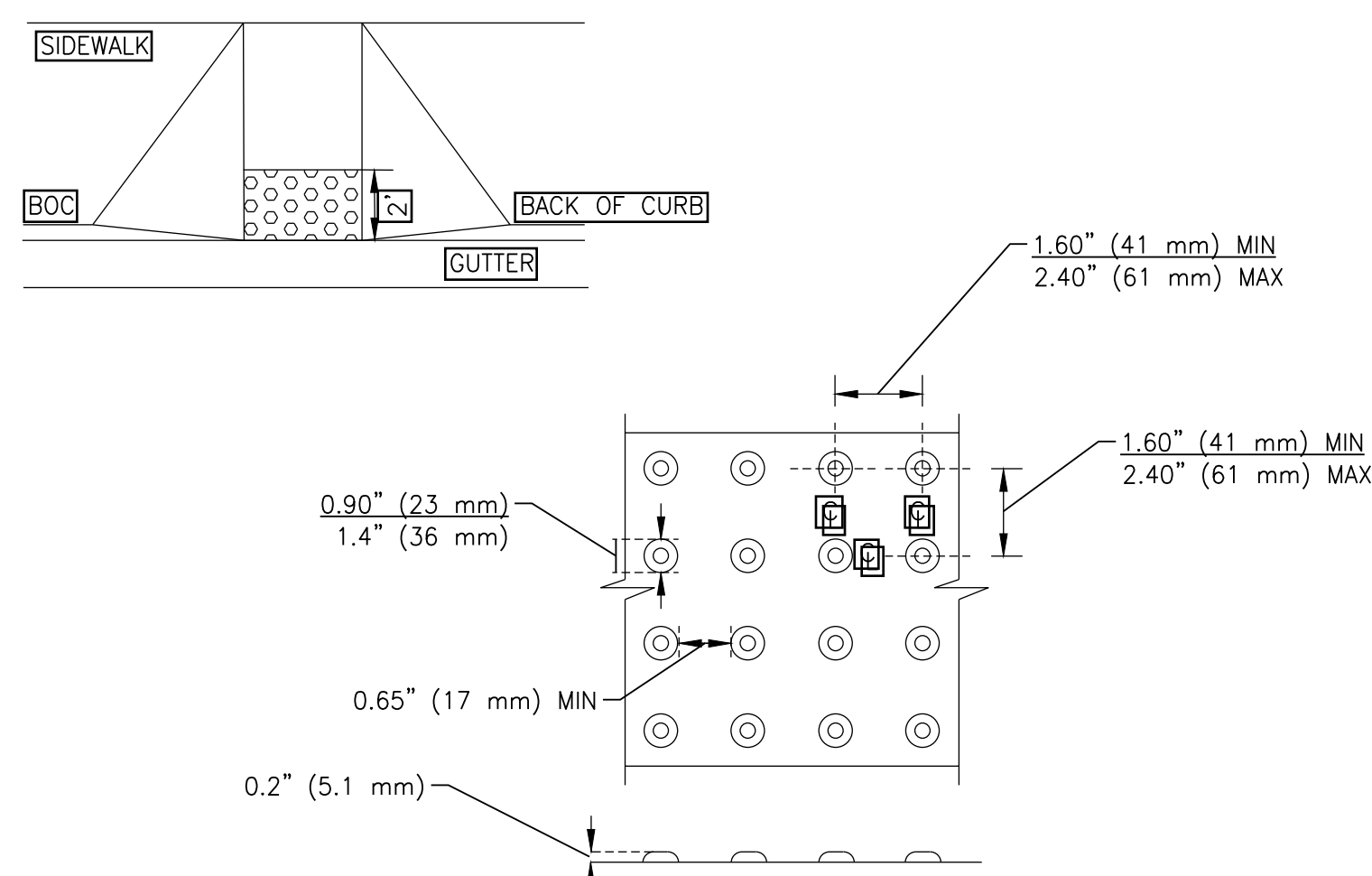
COLONNADE CROSSING SUBDIVISION

OWNER: MFM DEVELOPMENT, LLC  
 ENGINEER: GRANBERRY & ASSOCIATES, LLC

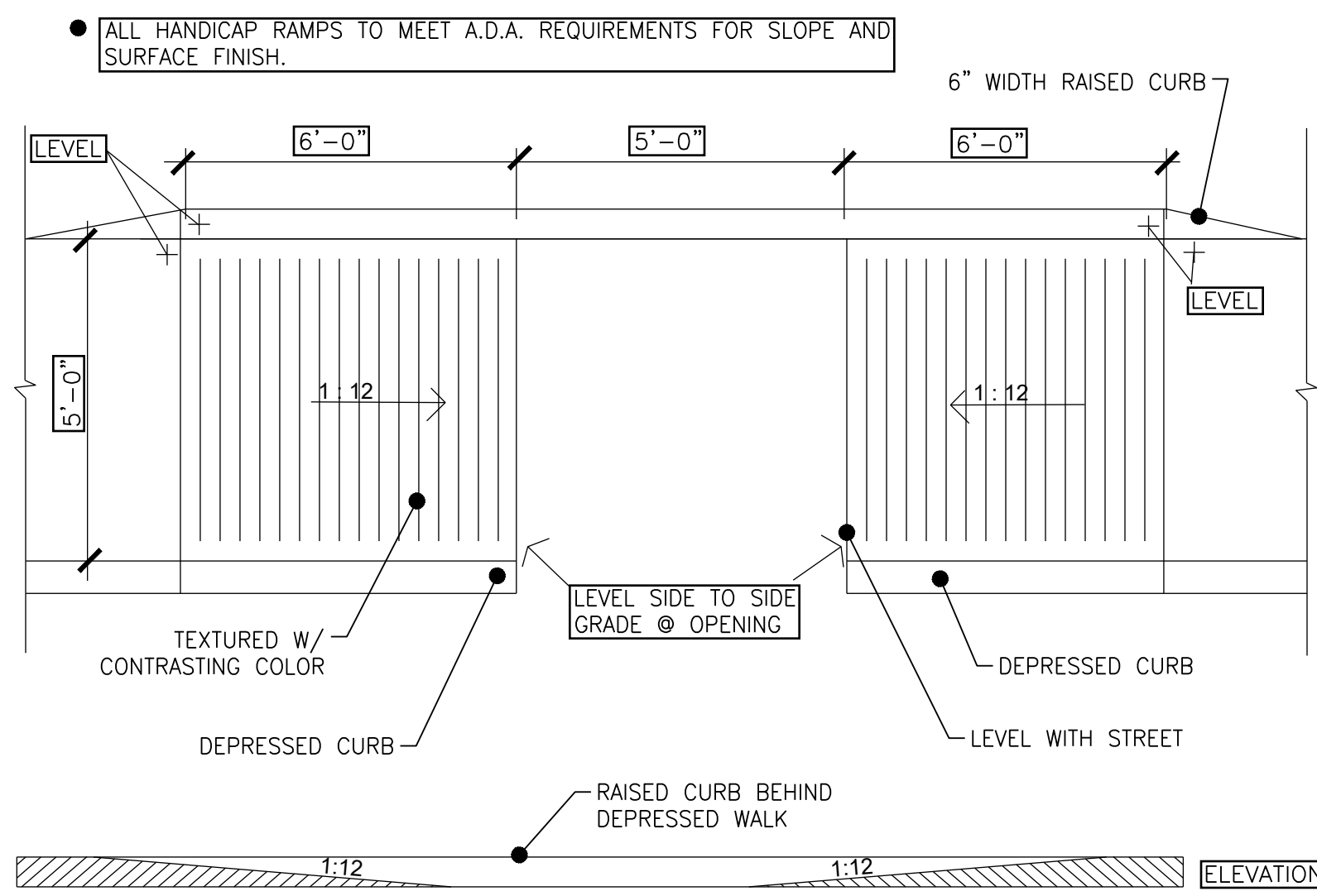


NOTES:  
 1. RAMPS WILL BE CONSTRUCTED FROM CONCRETE. SPECIFICATIONS FOR RAMP WILL BE THE SAME AS FOR CONCRETE SIDEWALK.  
 2. LIN. FT. OF CURB AND GUTTER WILL INCLUDE THE TRANSITIONED CURB IN FRONT OF RAMPS. SO. YDS. OF CONCRETE SIDEWALK WILL INCLUDE RAMPS.  
 3. NO ADDITIONAL PAYMENT WILL BE MADE FOR SAWING AND REMOVING EXISTING SIDEWALK OR CURB WHERE NECESSARY FOR RAMP CONSTRUCTION.

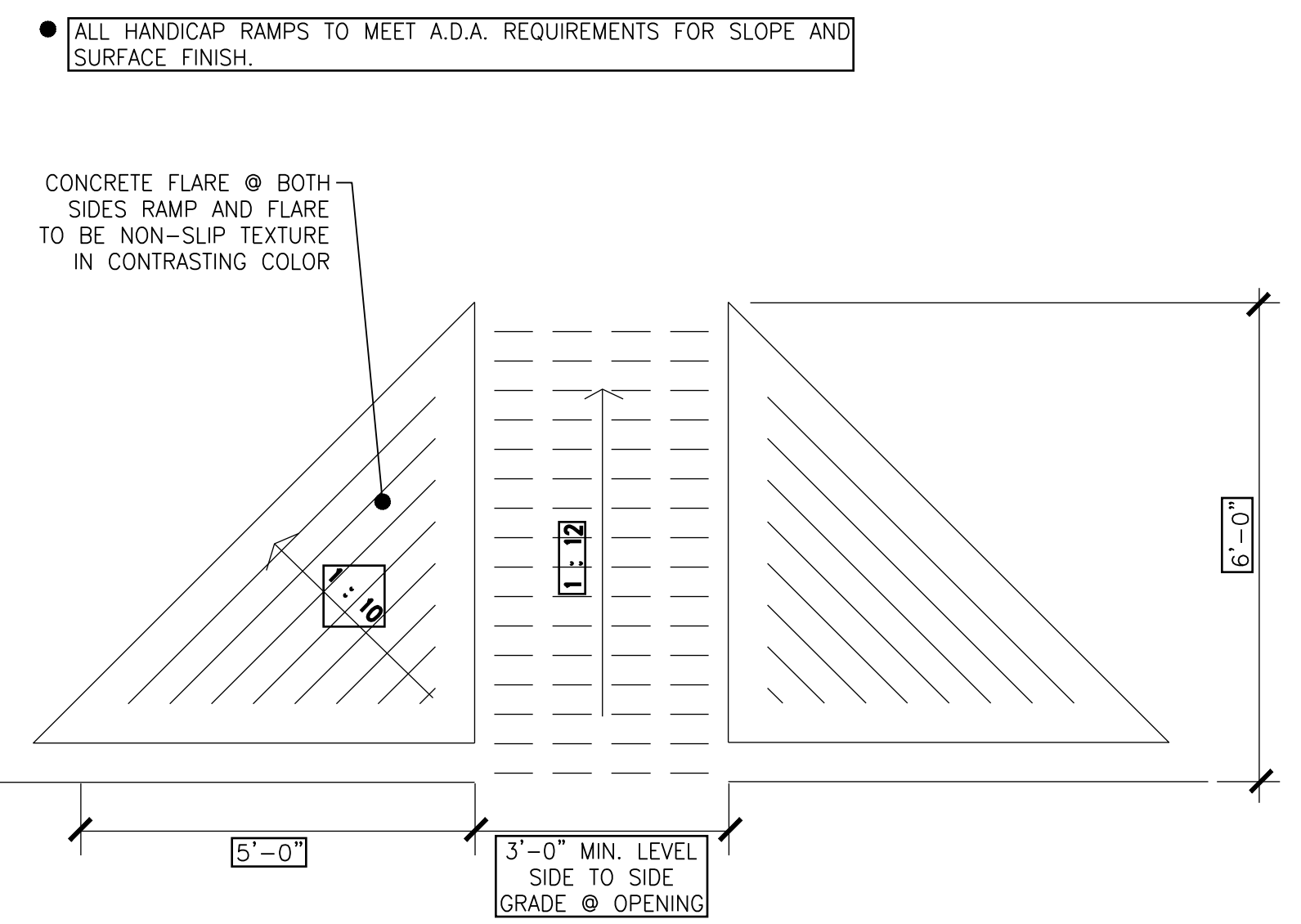
HANDICAP RAMP TYPE B  
 SCALE: N.T.S.



ADA DETECTABLE WARNING SURFACE (BRICK RED)  
 SCALE: N.T.S.

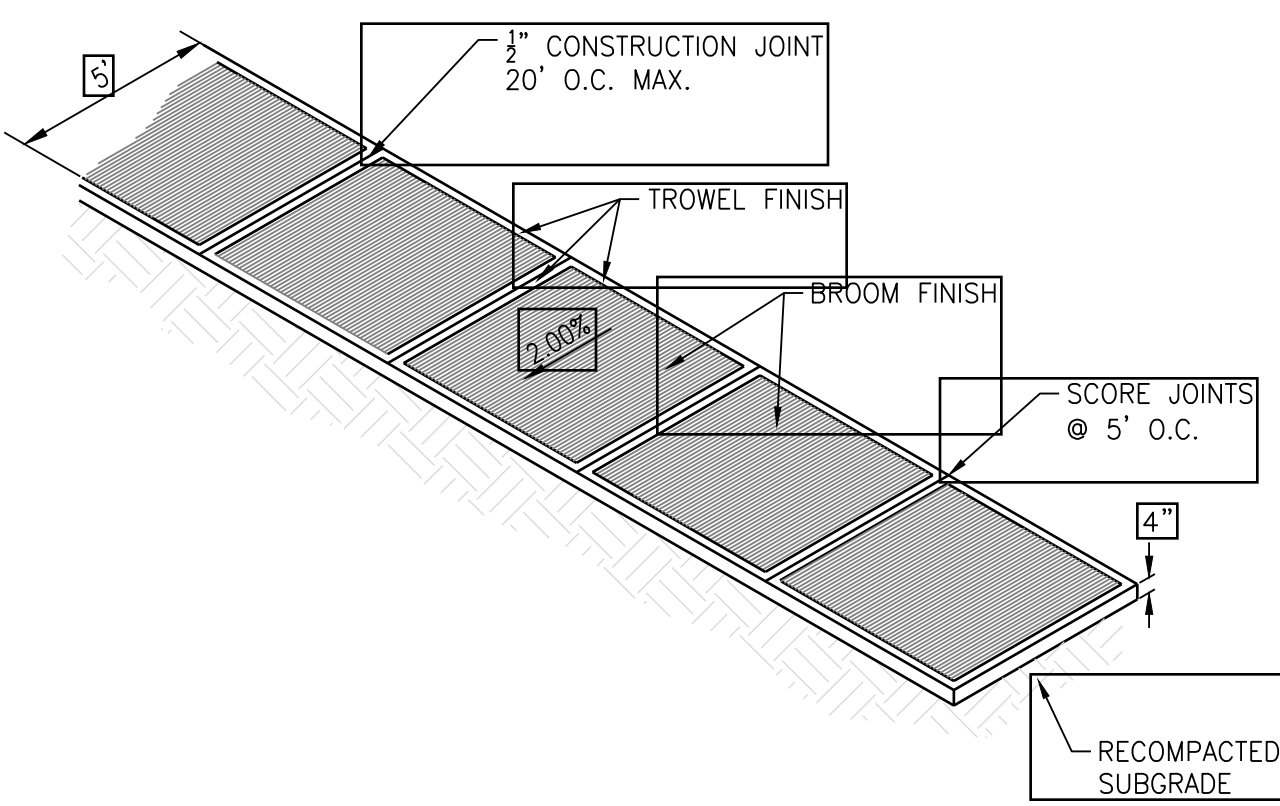


HANDICAP CURB CUT DETAIL  
 SCALE: N.T.S.

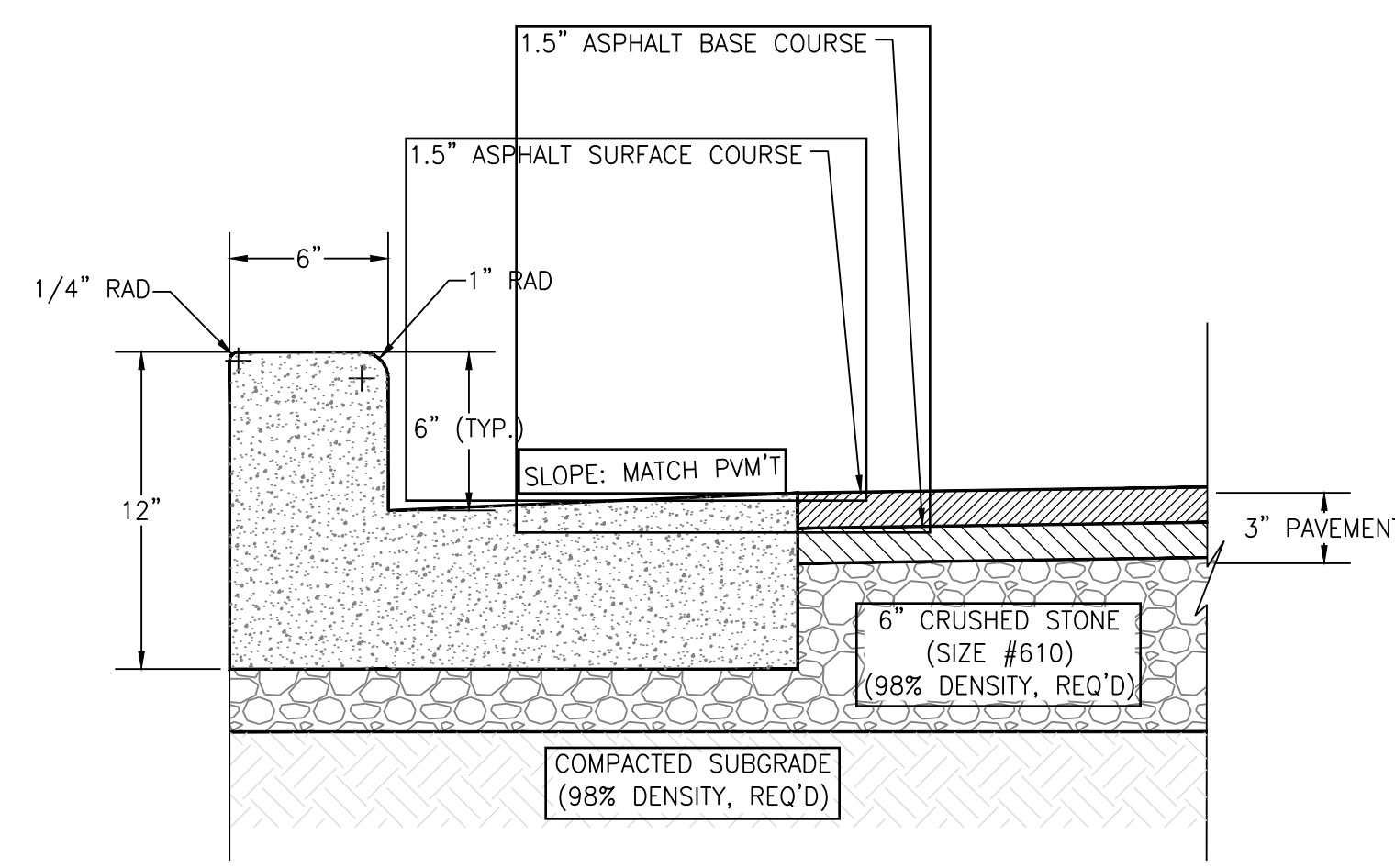


HANDICAP RAMP DETAIL  
 SCALE: N.T.S.

NOTE:  
 4,000 P.S.I. W/ AIR 4-6% CONCRETE

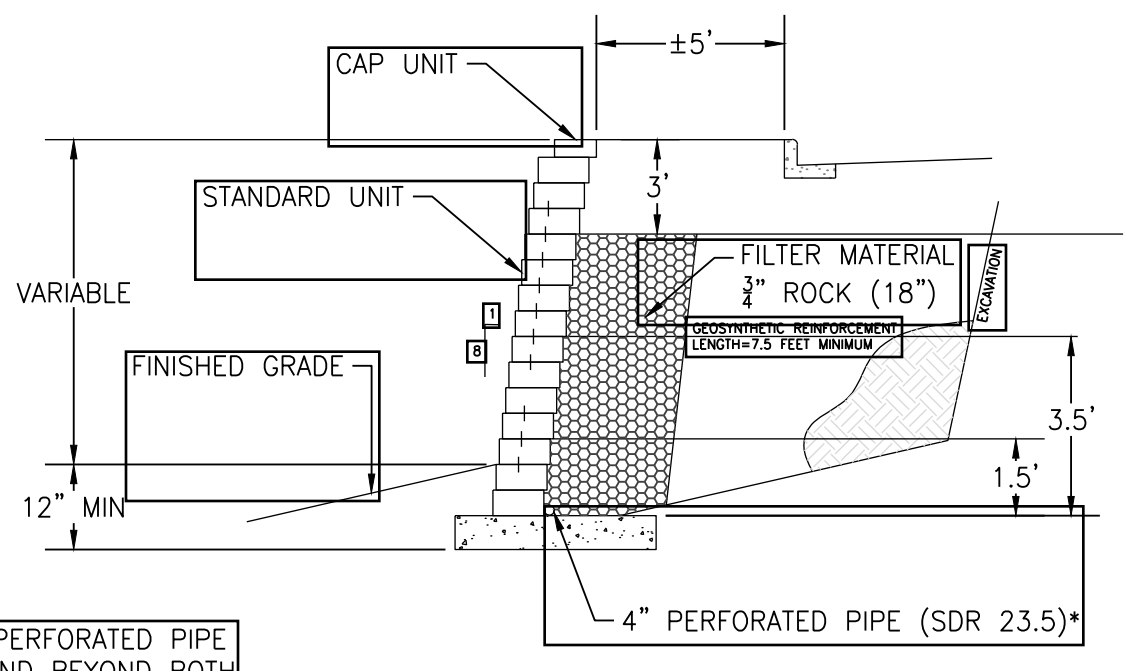


SIDEWALK DETAIL  
 SCALE: N.T.S.



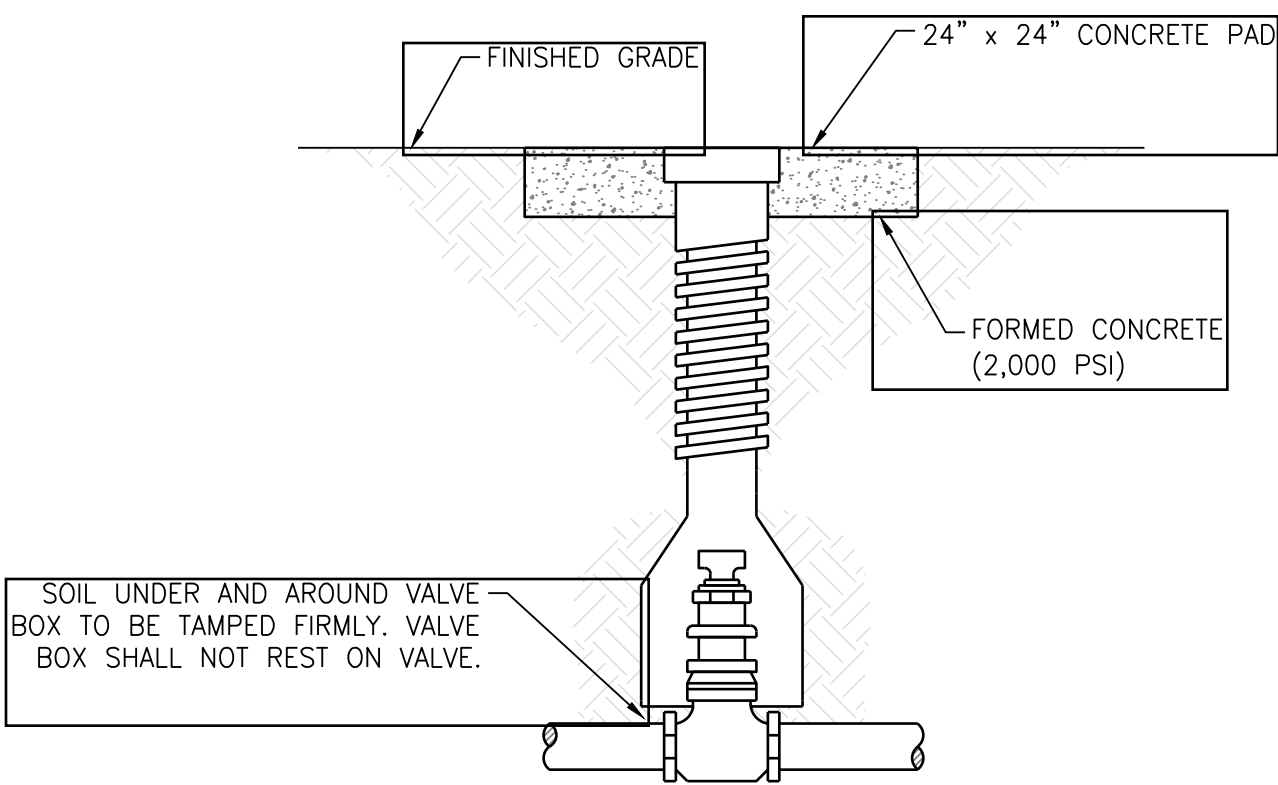
24" CURB & GUTTER SECTION  
 SCALE: N.T.S.

\*NOTE: RETAINING WALL TO BE CONSTRUCTED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.  
 MANUFACTURER'S LITERATURE (INCLUDING MATERIALS DESCRIPTION, INSTALLATION INSTRUCTIONS, AND DESIGN SPECIFICATIONS) SHALL BE SUBMITTED PRIOR TO INSTALLATION.  
 DETAILS SHOWN BELOW ARE TO BE USED AS A BASIC GUIDE (FOR ESTIMATING PURPOSES ONLY). FINAL DESIGN TO BE FURNISHED BY THE MANUFACTURER OR CONTRACTOR AND SIGNED AND SEALED BY A REGISTERED ENGINEER IN THE STATE OF MISSISSIPPI.

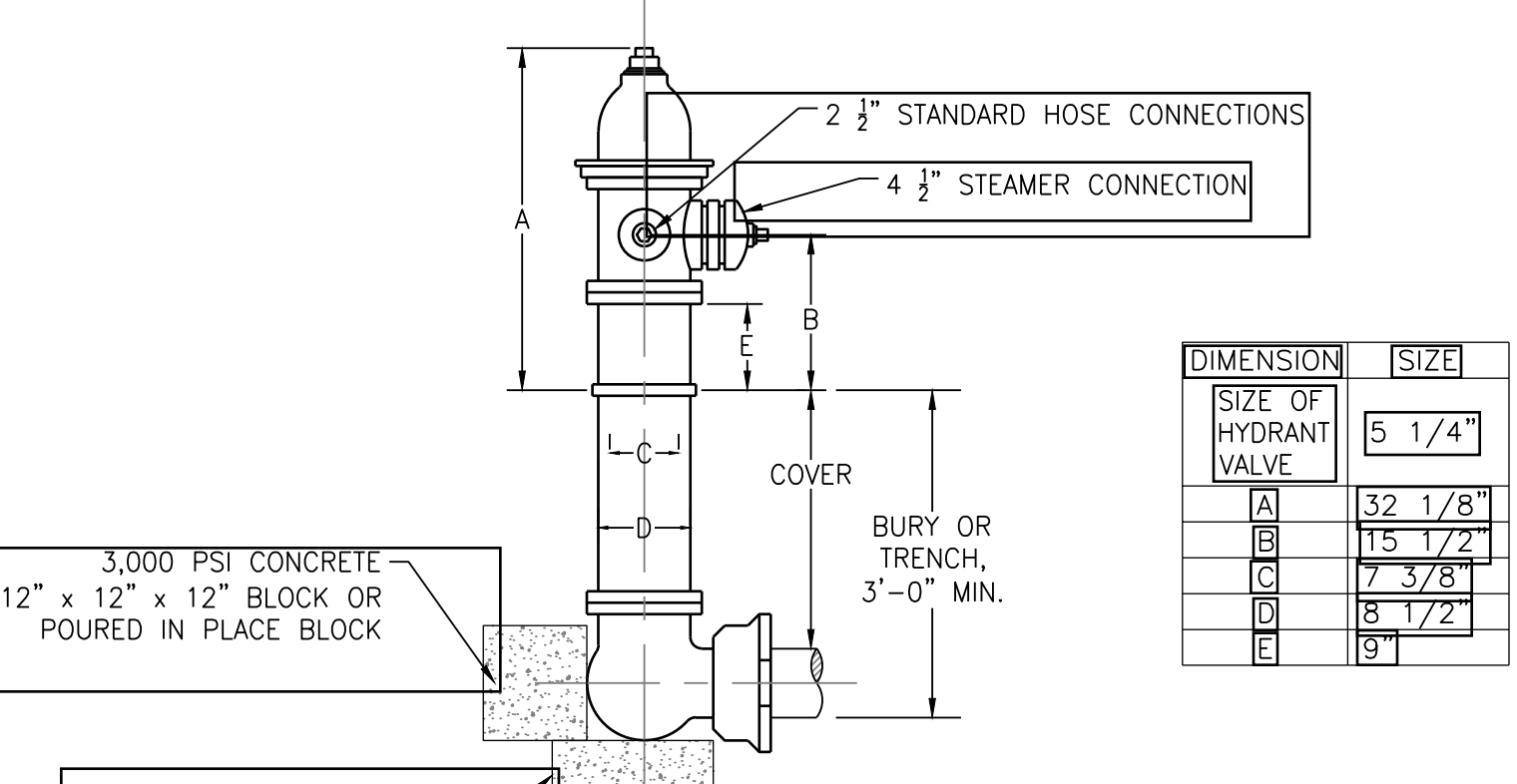


\*NOTE: 4\"/>

MODULAR RETAINING WALL SECTION  
 SCALE: N.T.S.



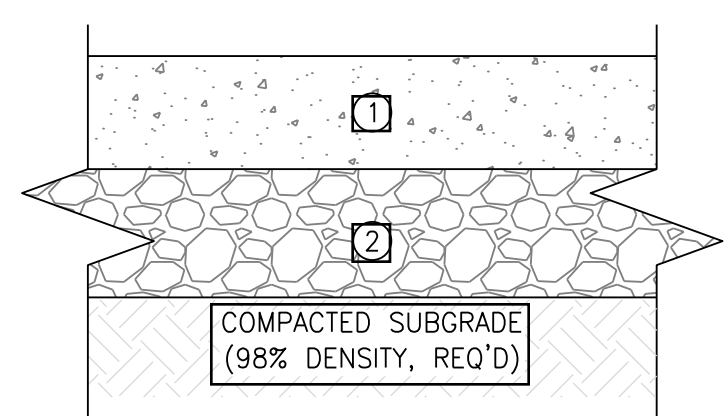
VALVE AND BOX ASSEMBLY  
 SCALE: N.T.S.



DIMENSION	SIZE
SIZE OF HYDRANT VALVE	5 1/4"
A	32 1/8"
B	15 1/2"
C	7 3/8"
D	8 1/2"
E	9"

NOTE:  
 FIRE HYDRANT SHALL MEET A.W.W.A. STANDARDS AND SHALL HAVE HOSE NOZZLE: 2 1/2" -- THREADS, 3 1/16" O.D., 7 1/2 THREADS PER INCH, OPERATING NUT: PENTAGON -- 1 1/2" POINT TO FLAT: OPEN LEFT, STEAMER NOZZLE: 4 1/2" -- THREADS . 5 3/4" O.D., 4 THREADS PER INCH

FIRE HYDRANT ASSEMBLY  
 SCALE: N.T.S.



CONCRETE PAVEMENT:  
 HEAVY DUTY PAVEMENT (DUMPSTER PAD/APPROACH):  
 1. 8" PORTLAND CEMENT CONCRETE (3,500 PSI COMPRESSIVE STRENGTH)  
 \*MINIMUM FLEXURAL STRENGTH OF 600 PSI AT 28 DAYS.  
 CONCRETE SHALL BE STEEL REINFORCED W/ JOINTS. CONCRETE SHALL BE HAVE AIR ENTRAINMENT BETWEEN 5-7%.  
 2. 6" AGGREGATE BASE  
 \*AGGREGATE BASE COURSE SHALL BE IN ACCORDANCE WITH MDOT SPECIFICATIONS. (ONLY REQUIRED IF SUBGRADE IS NATIVE SOIL OR UNDERCUT/BACKFILLED. CHEMICALLY STABILIZED SUBGRADES DO NOT REQUIRE AGGREGATE BASE).

HEAVY DUTY PAVING SECTION  
 SCALE: N.T.S.

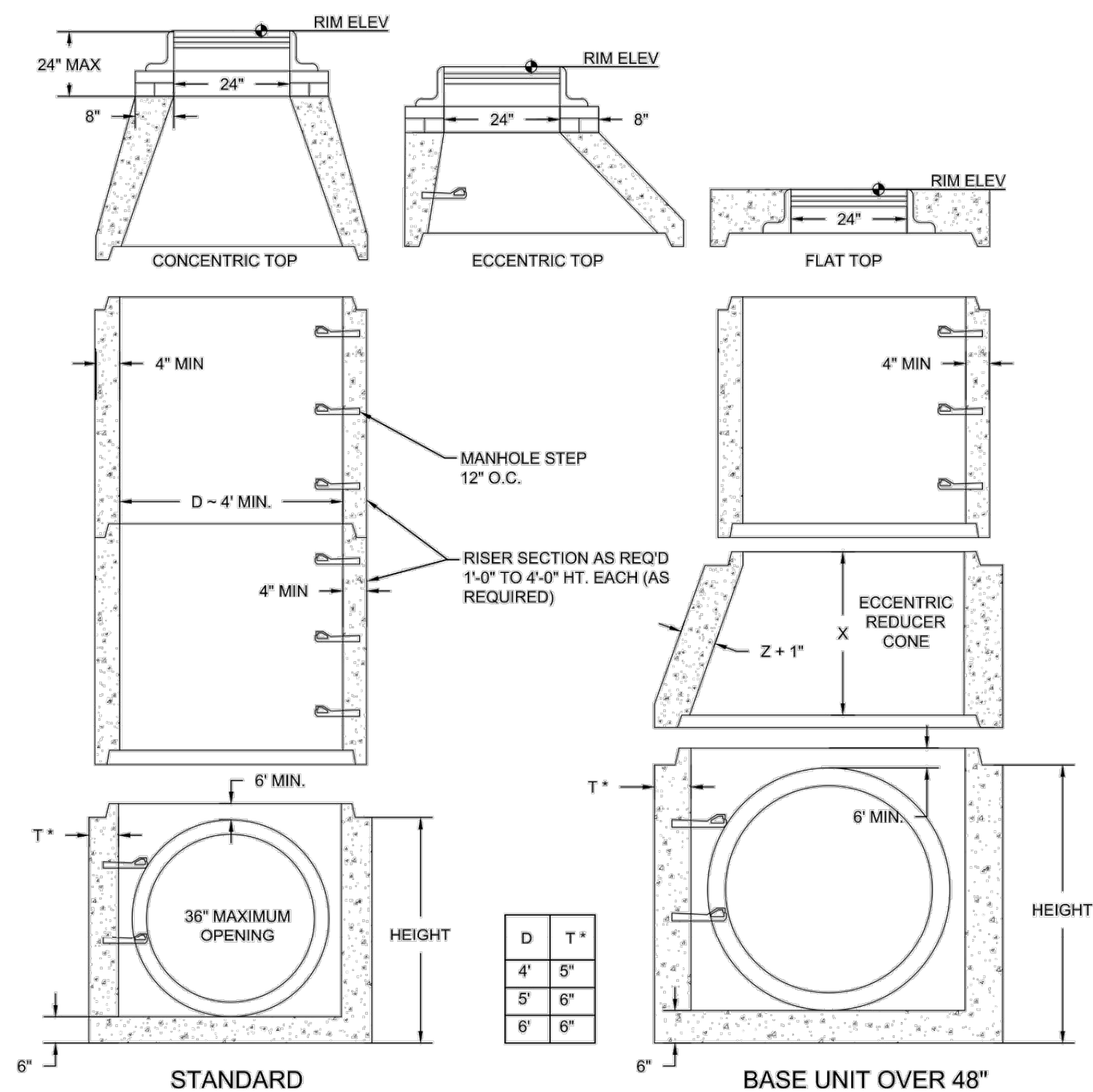
ITEM NO.	REVISION	DESCRIPTION OF CHANGE	APPROVAL DATE



DIVISION OF ENGINEERING  
 CONSTRUCTION DETAILS  
 OXFORD, MS

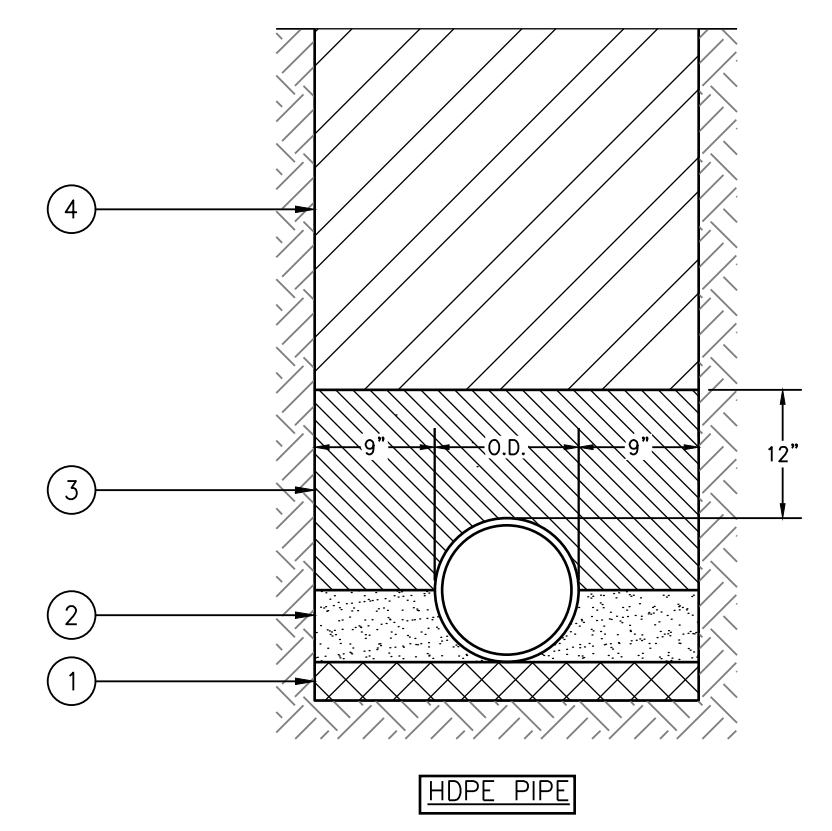
SURVEY: WILLIAMS ENGINEERING  
 DESIGN BY: J. GRANBERRY, P.E.  
 DRAWN BY: J. GRANBERRY, P.E.  
 DATE: 6/3/2019  
 DATE: 5/28/2020  
 DATE: 5/28/2020  
 PROJECT NO.: 1000-21  
 BOOK:  
 SCALE: N.T.S.

OWNER: MFM DEVELOPMENT, LLC  
 ENGINEER: GRANBERRY & ASSOCIATES, LLC



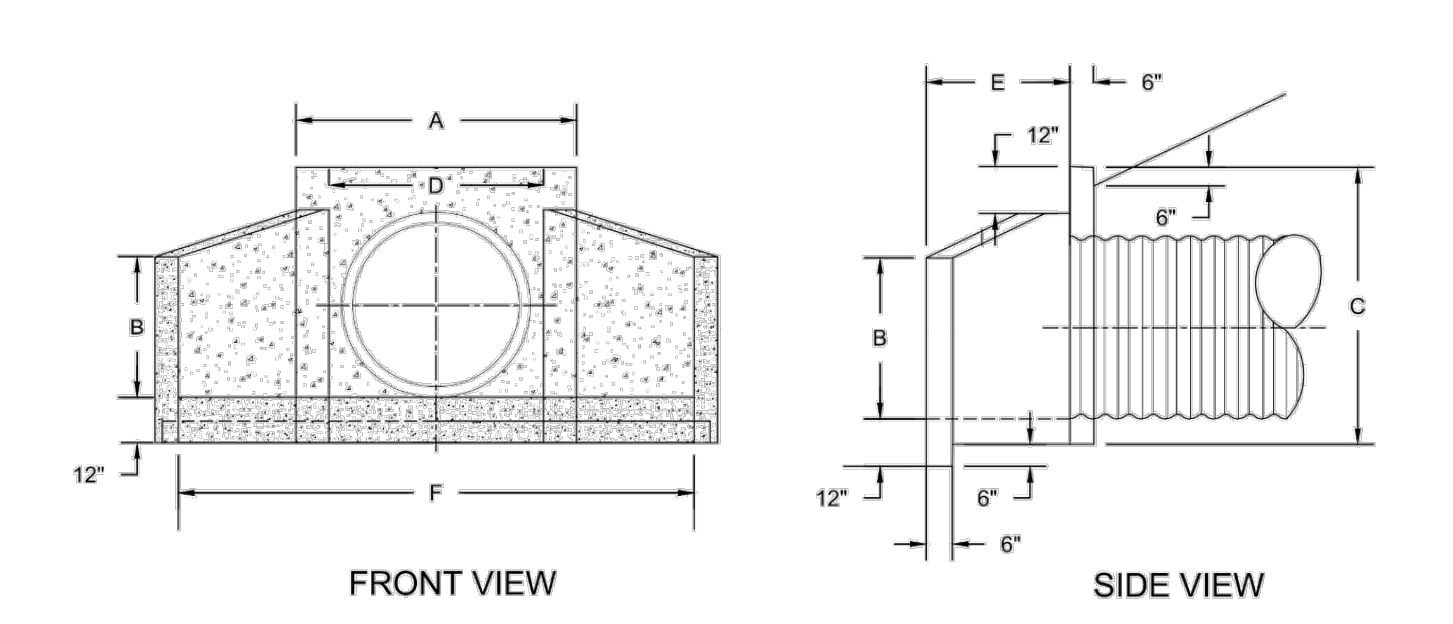
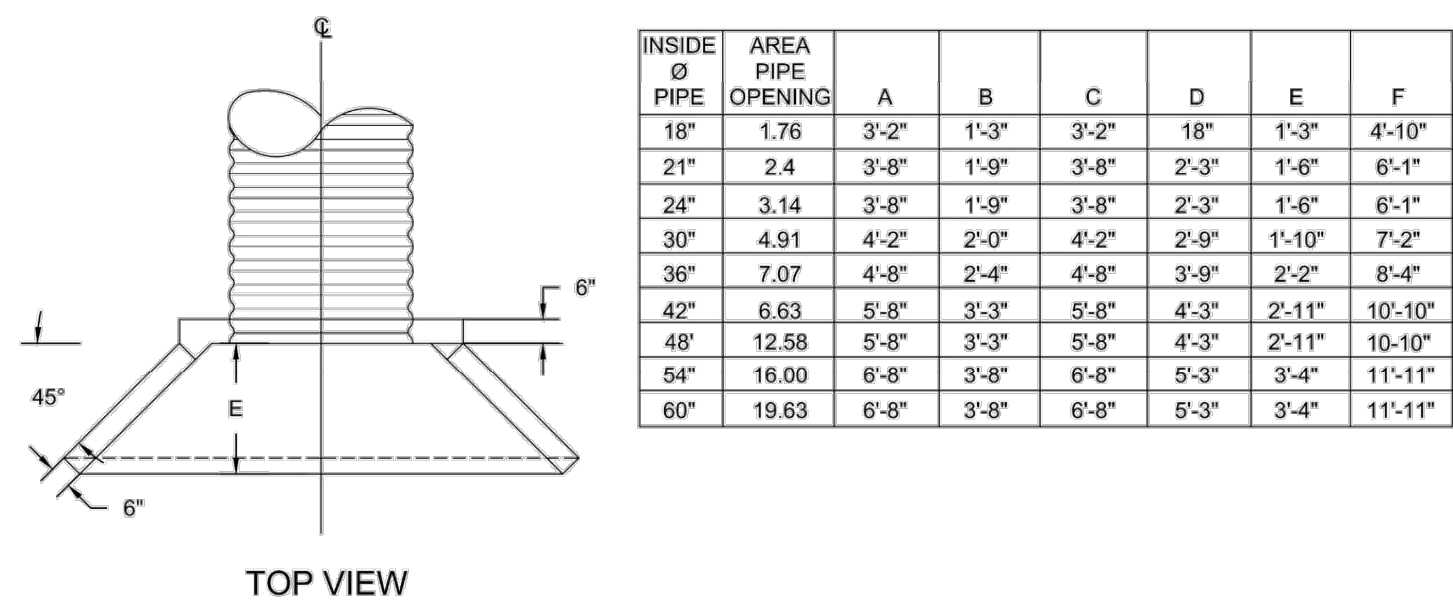
- NOTES:**
- MATERIALS: ALL CONCRETE, STEEL BARS AND STEEL WIRE REINFORCEMENT SHALL COMPLY WITH APPLICABLE MISSISSIPPI STANDARDS & SPECIFICATIONS.
  - REINFORCEMENT:
    - PLACEMENT AND DESIGN OF STEEL REINFORCEMENT IN RISER UNITS, CONE SECTIONS, GRADE RINGS AND JOINTS SHALL BE IN COMPLIANCE WITH A.S.T.M. C-478 UNLESS OTHERWISE NOTED.
    - BASE UNITS, REDUCE SLABS AND FLAT TOP SLABS SHALL HAVE STEEL REINFORCEMENT AS SHOWN IN DETAILS AT LEFT.
  - OPENING FOR PIPE LARGER THAN 6 INCHES IN DIAMETER ARE TO BE PRECAST. A MINIMUM OF 6\"/>

**JUNCTION BOX DETAIL**  
N.T.S.



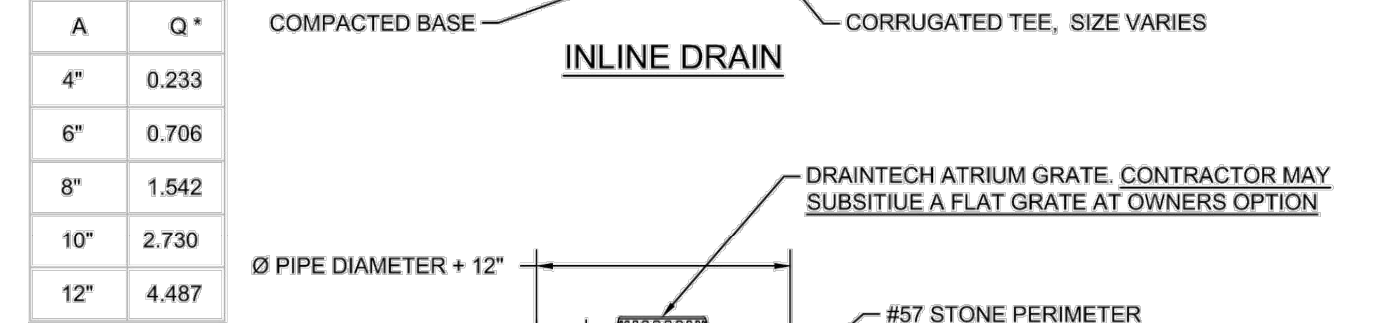
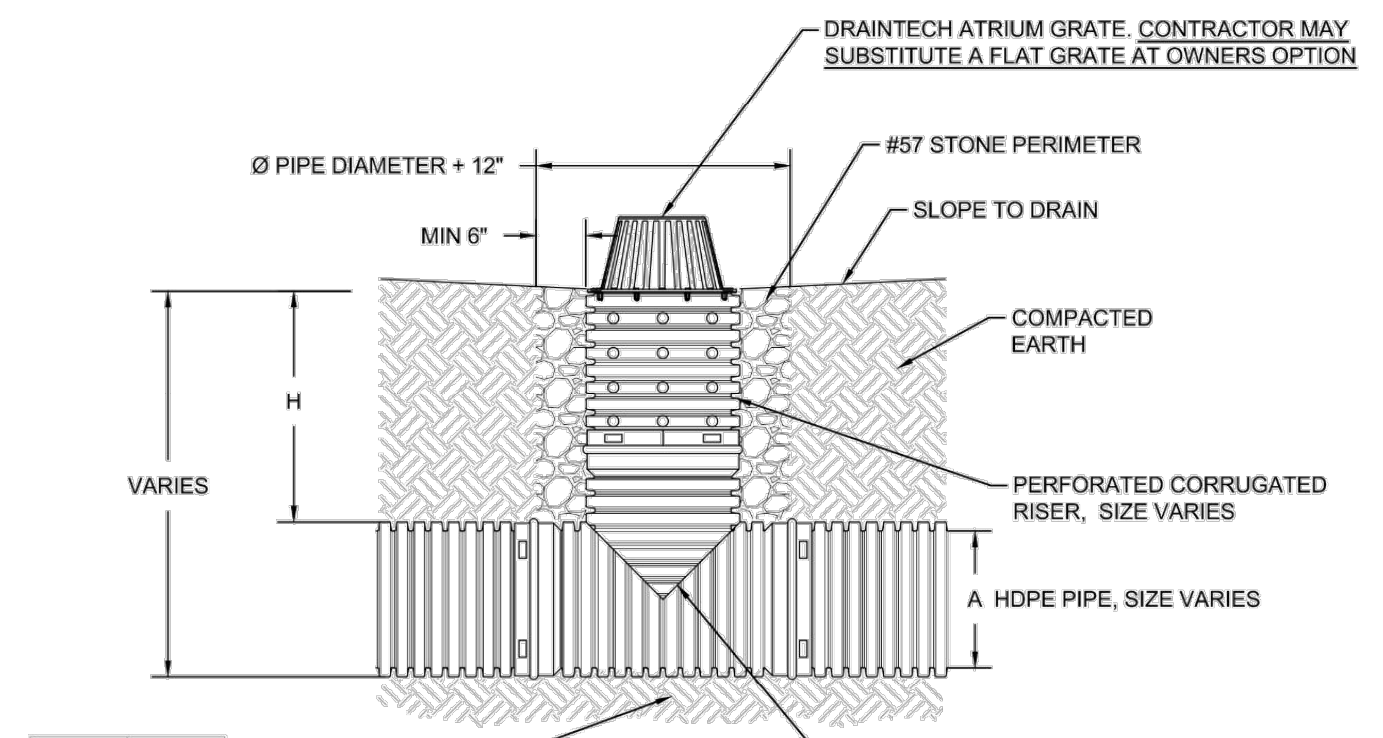
- BEDDING: 4\"/>

**HDPE PIPE BEDDING DETAIL**  
N.T.S.



- NOTES:**
- MATERIALS: ALL CONCRETE, STEEL BARS AND STEEL WIRE REINFORCEMENT SHALL COMPLY WITH APPLICABLE MISSISSIPPI STANDARDS & SPECIFICATIONS.
  - SUBGRADE TO BE COMPACTED TO 85% MODIFIED PROCTOR.
  - ALL CONCRETE SHALL BE 4000 PSI AND REINFORCING STEEL SHALL BE NO. 4 GRADE 40 BARS
  - PLACE REINFORCING WITH 2\"/>

**HEADWALL DETAIL**  
N.T.S.



- NOTES:**
- MAX COVER OVER TOP OF PIPE IS 4 FT.
  - GRATE OR LID MUST BE INSTALLED PRIOR TO BACKFILLING.
  - REFER TO CHART FOR MAX FLOW IN CUBIC FEET PER SEC.

**GRATE INLET**  
N.T.S.

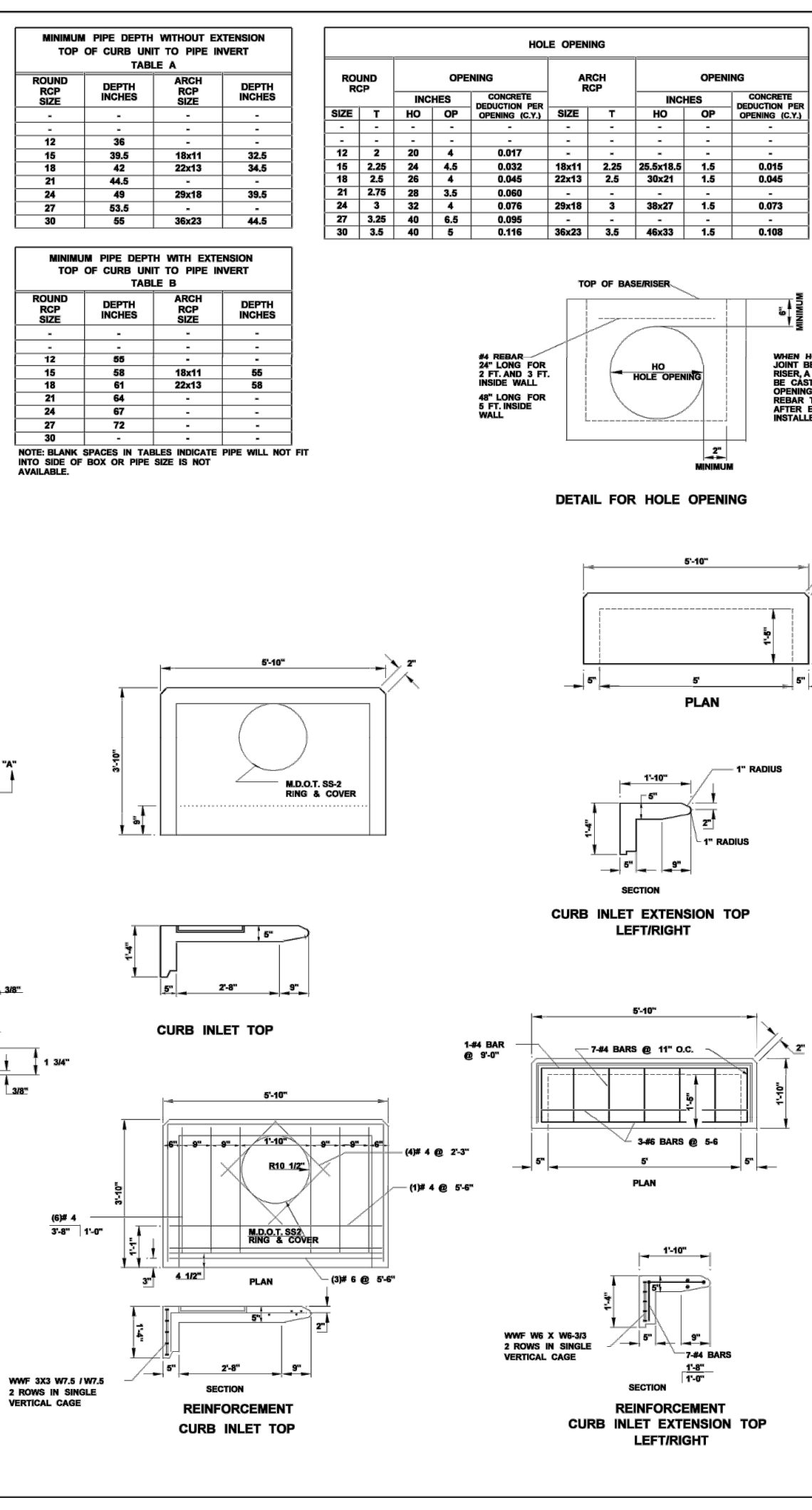
SS-2 INLET SIZE		WALL THICKNESS		INCHES		INCHES		INCHES		INCHES		INCHES		INCHES		INCHES		INCHES	
3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3

DEPTH OF INSTALLATION		BASE		TOP RISER		INTERIOR RISER #1		INTERIOR RISER #2		INTERIOR RISER #3		INTERIOR RISER #4	
0-12	0.30	36.560	0.34	29.875	0.60	78.867	-	-	-	-	-	-	-

CONCRETE QUANTITIES		SS-2 INLET		SS-2 RISER		TOP		EXTENSION	
SS-2 INLET	SS-2 RISER	TOP	EXTENSION	SS-2 INLET	SS-2 RISER	TOP	EXTENSION	SS-2 INLET	SS-2 RISER



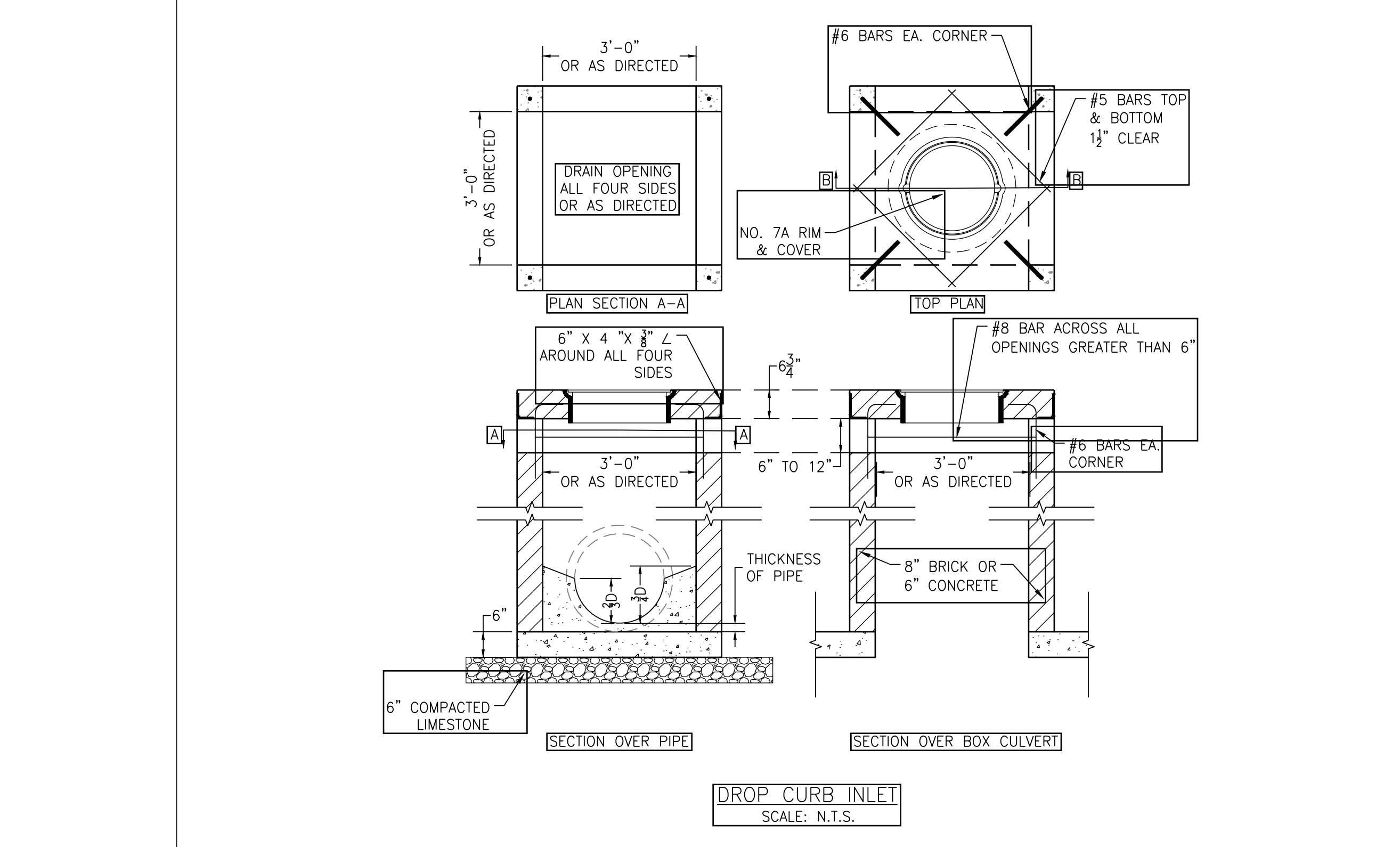
MINIMUM PIPE DEPTH WITHOUT EXTENSION		TOP OF CURB UNIT TO PIPE INVERT	
ROUND PIPE	DEPTH	ARCH	DEPTH

HOLE OPENING		ARCH		OPENING	
ROUND PIPE	DEPTH	ARCH	DEPTH	ROUND PIPE	DEPTH

MINIMUM PIPE DEPTH WITH EXTENSION		TOP OF CURB UNIT TO PIPE INVERT	
ROUND PIPE	DEPTH	ARCH	DEPTH



REVISION	DESCRIPTION OF CHANGE	APPROVAL DATE	DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
PRECAST UNITS  
SS-2 PRECAST INLET  
(30" CONCRETE ROUND PIPE AND UNDER)  
(36" x 24" CONCRETE ARCH PIPE AND UNDER)

OWNER: MFM DEVELOPMENT, LLC  
ENGINEER: GRANBERRY & ASSOCIATES, LLC

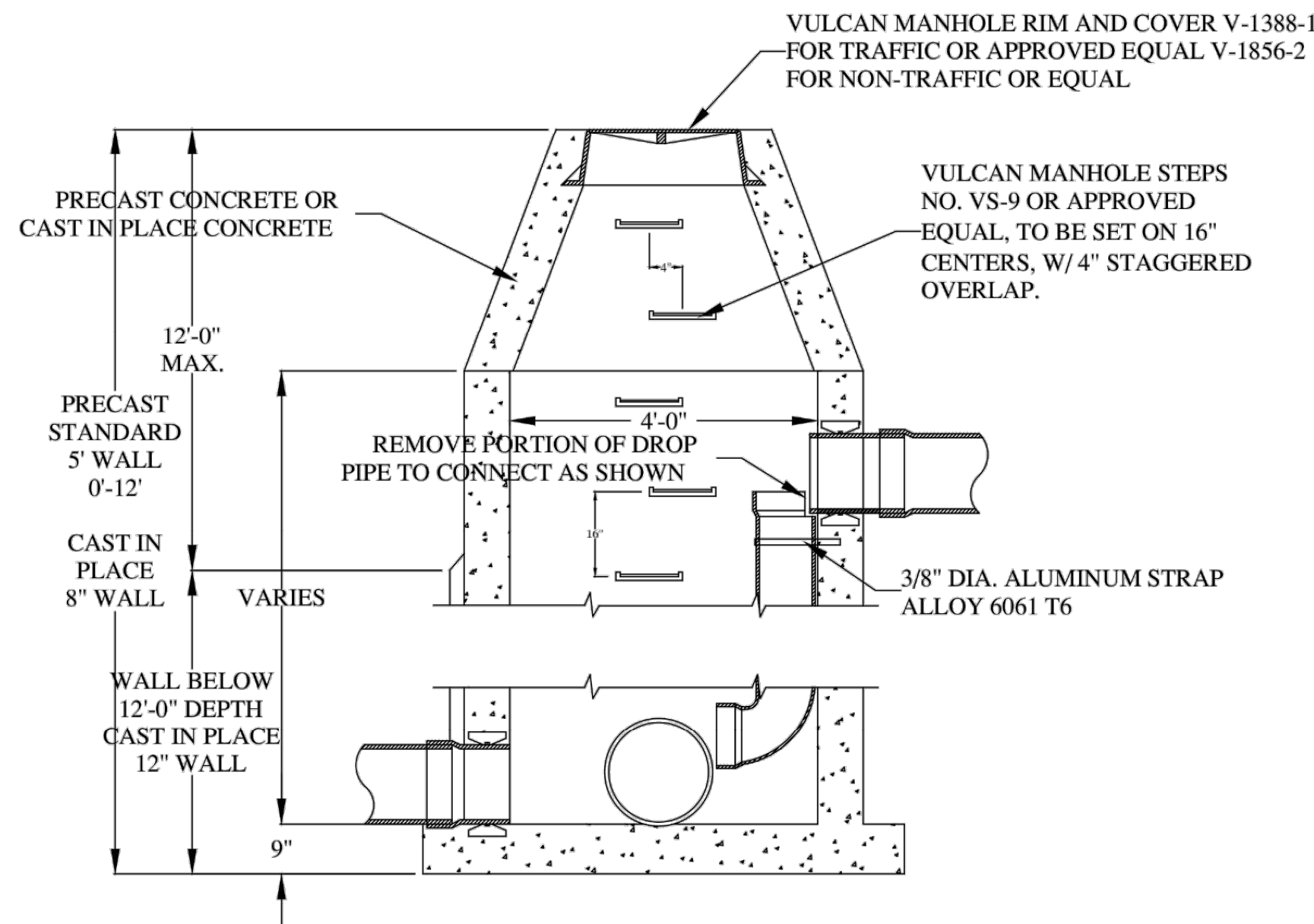
DIVISION OF ENGINEERING  
DRAINAGE DETAILS  
OXFORD, MS

SURVEY: WILLIAMS ENGINEERING  
DESIGN BY: J. GRANBERRY, P.E.  
DRAWN BY: J. GRANBERRY, P.E.

DATE: 6/3/2019  
DATE: 5/28/2020  
DATE: 5/28/2020

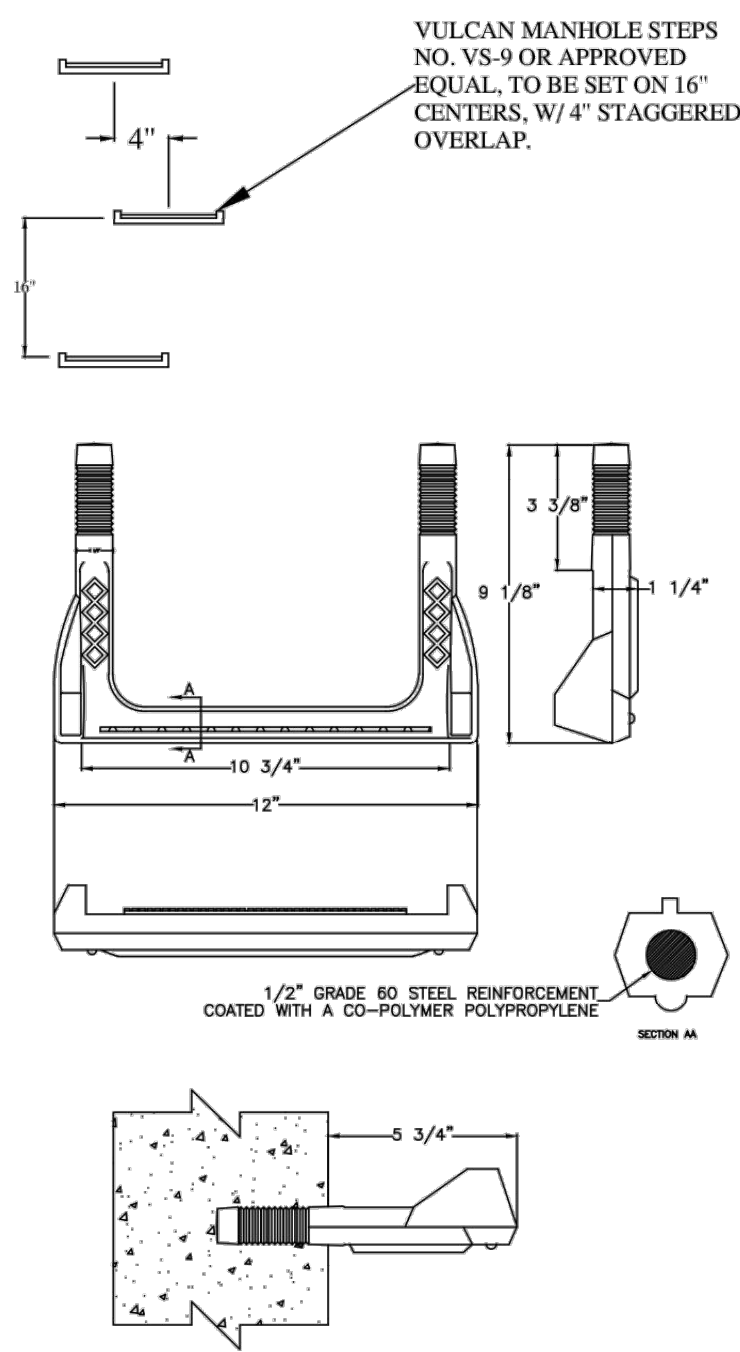
PROJECT NO.: 1000-21  
BOOK:  
SCALE: N.T.S.





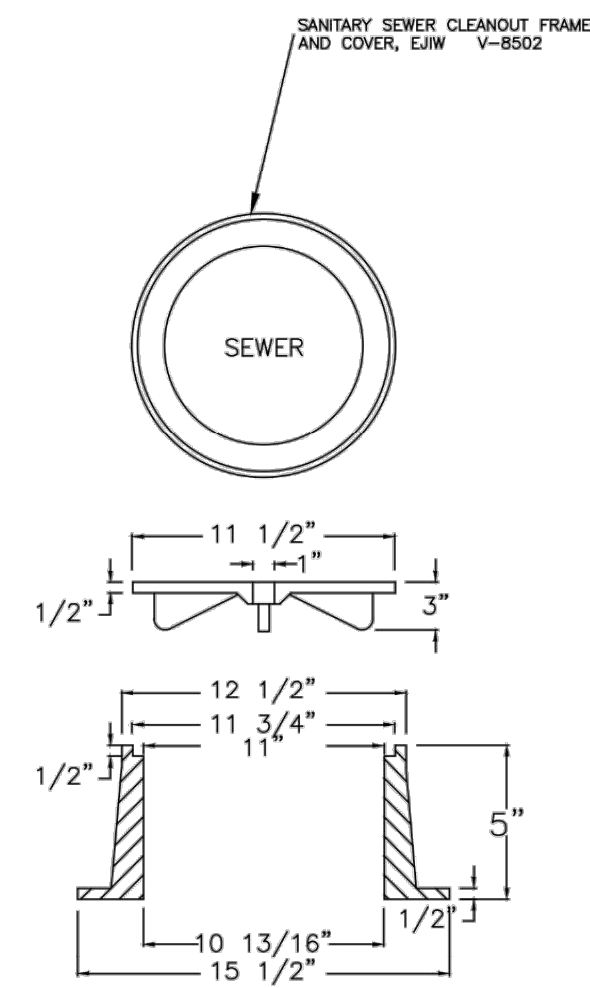
SANITARY MANHOLE SECTION

N.T.S.



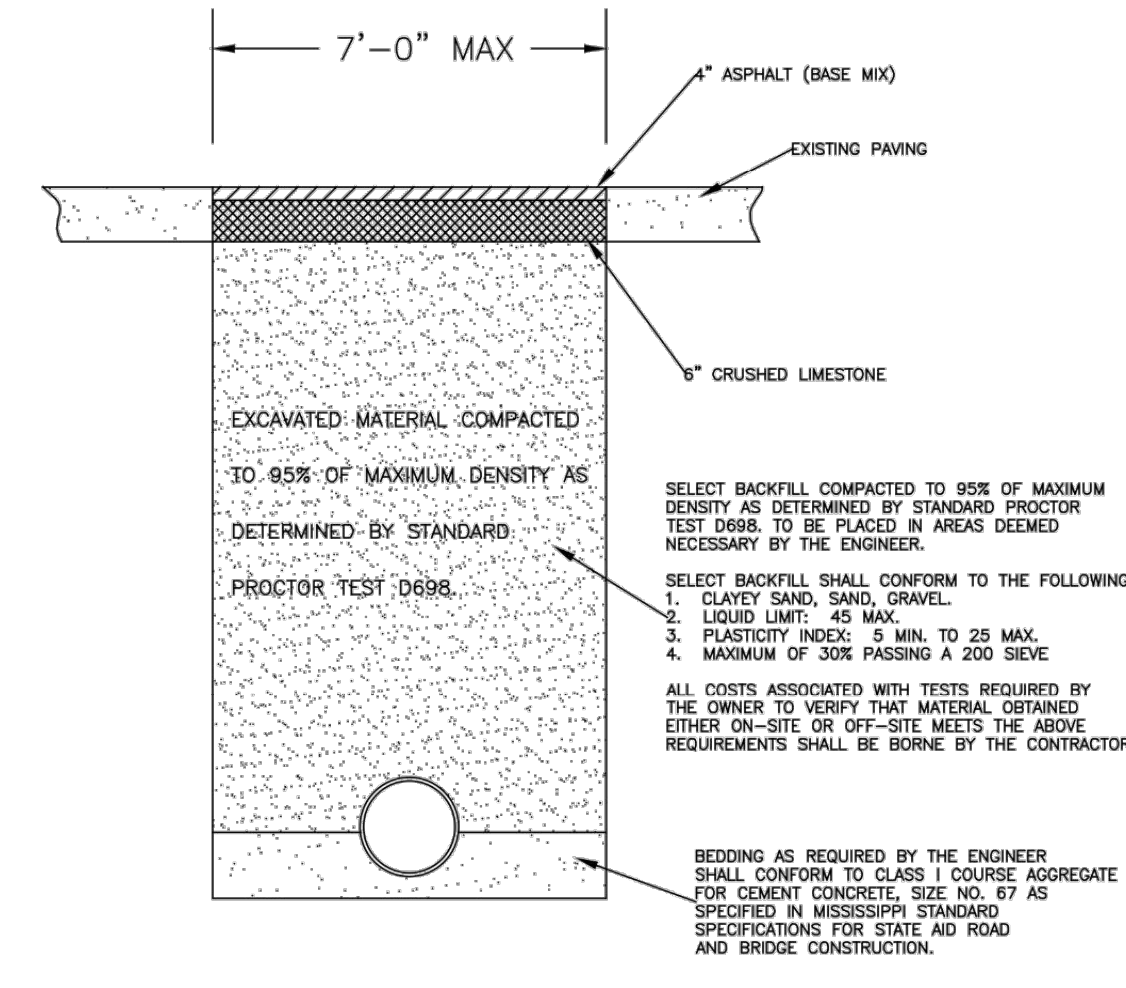
STEP DETAILS

N.T.S.



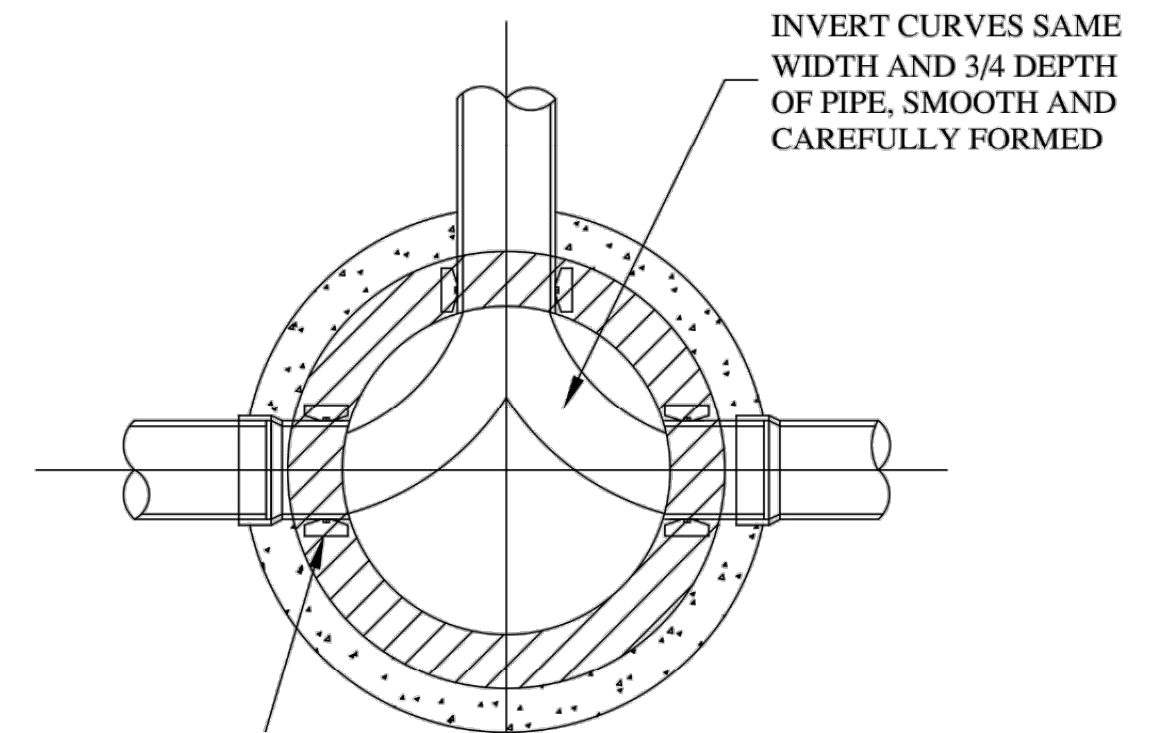
CLEANOUT RING/COVER DETAIL

N.T.S.



TYPICAL STREET CUT SECTION

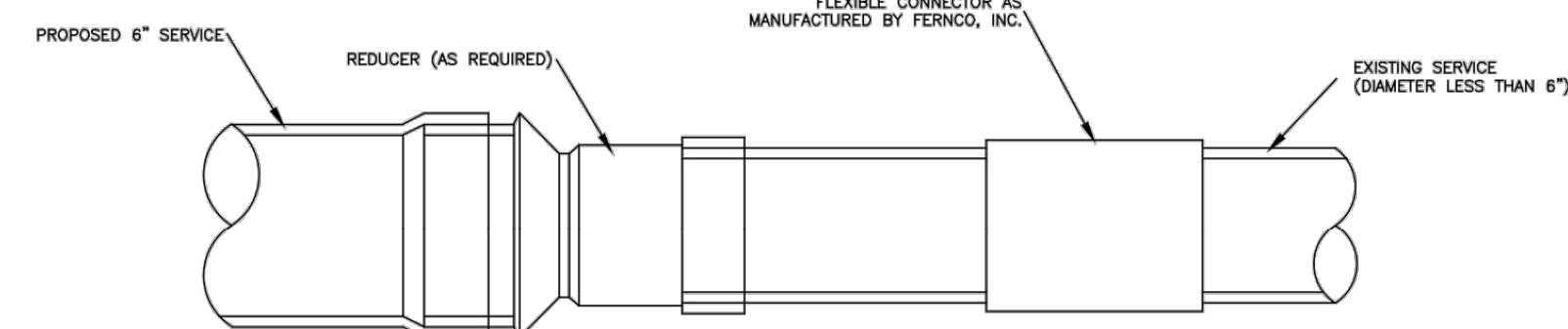
N.T.S.



NOTE: FLEXIBLE WATER TIGHT PIPE-TO-MANHOLE CONNECTORS SHALL BE PSX POSITIVE SEAL, PRESS WEDGE OR EXONO-SEAL, MANUFACTURED PRESS SEAL GASKET CORPORATION, FT. WAYNE, INDIANA, OR APPROVED EQUAL.

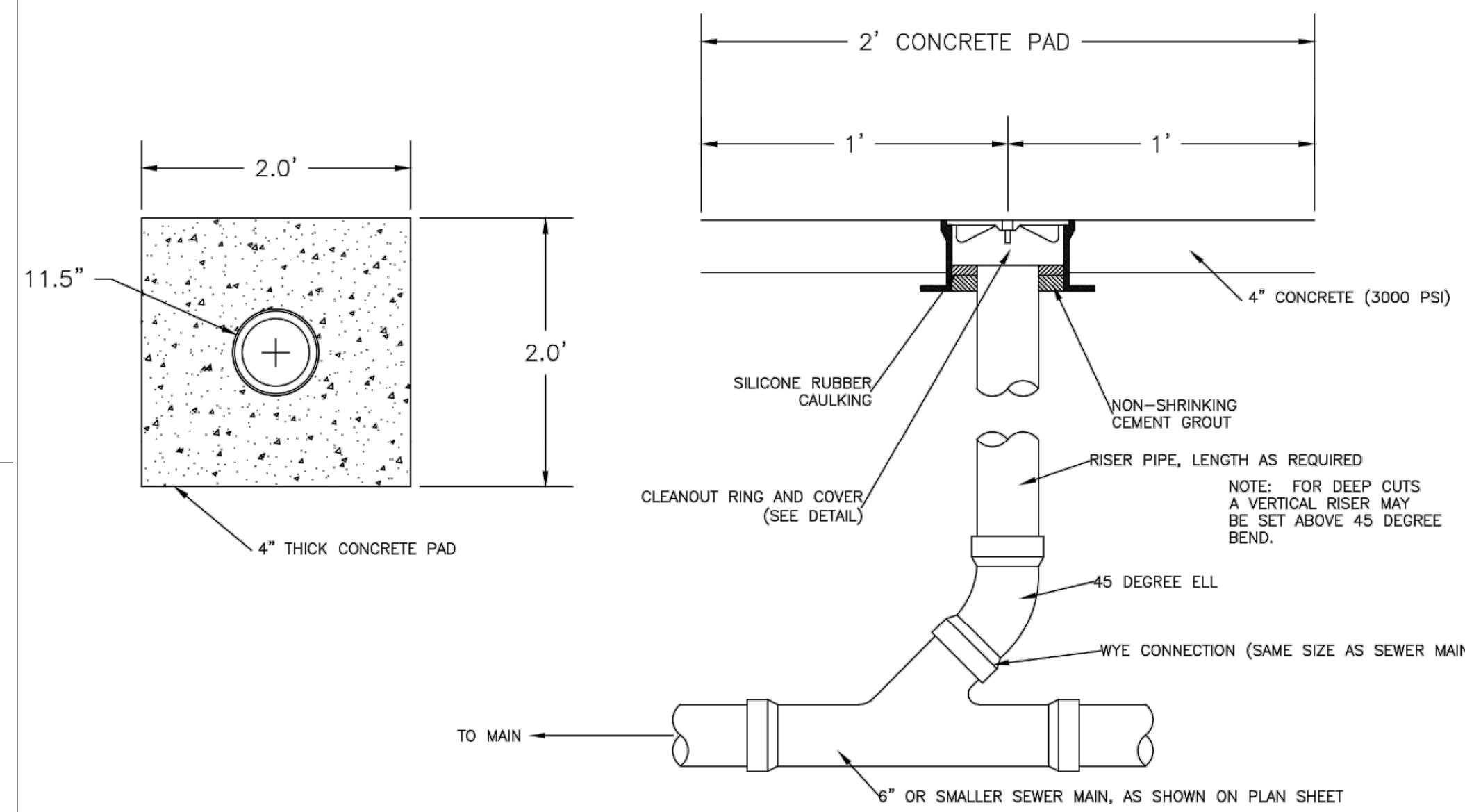
TYPICAL SANITARY MANHOLE

N.T.S.



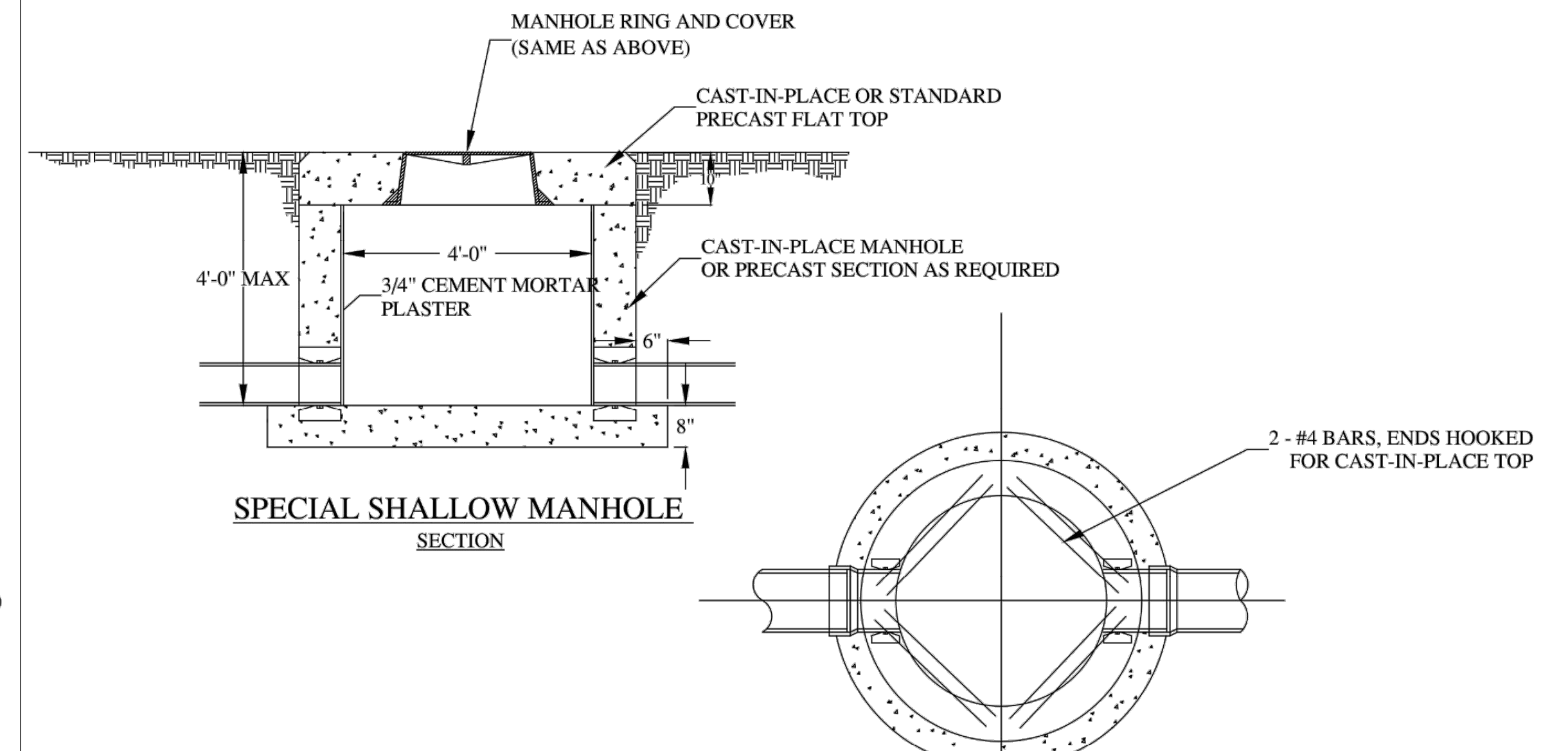
TIE TO EX. SERVICE (ø < 6") DETAIL

N.T.S.



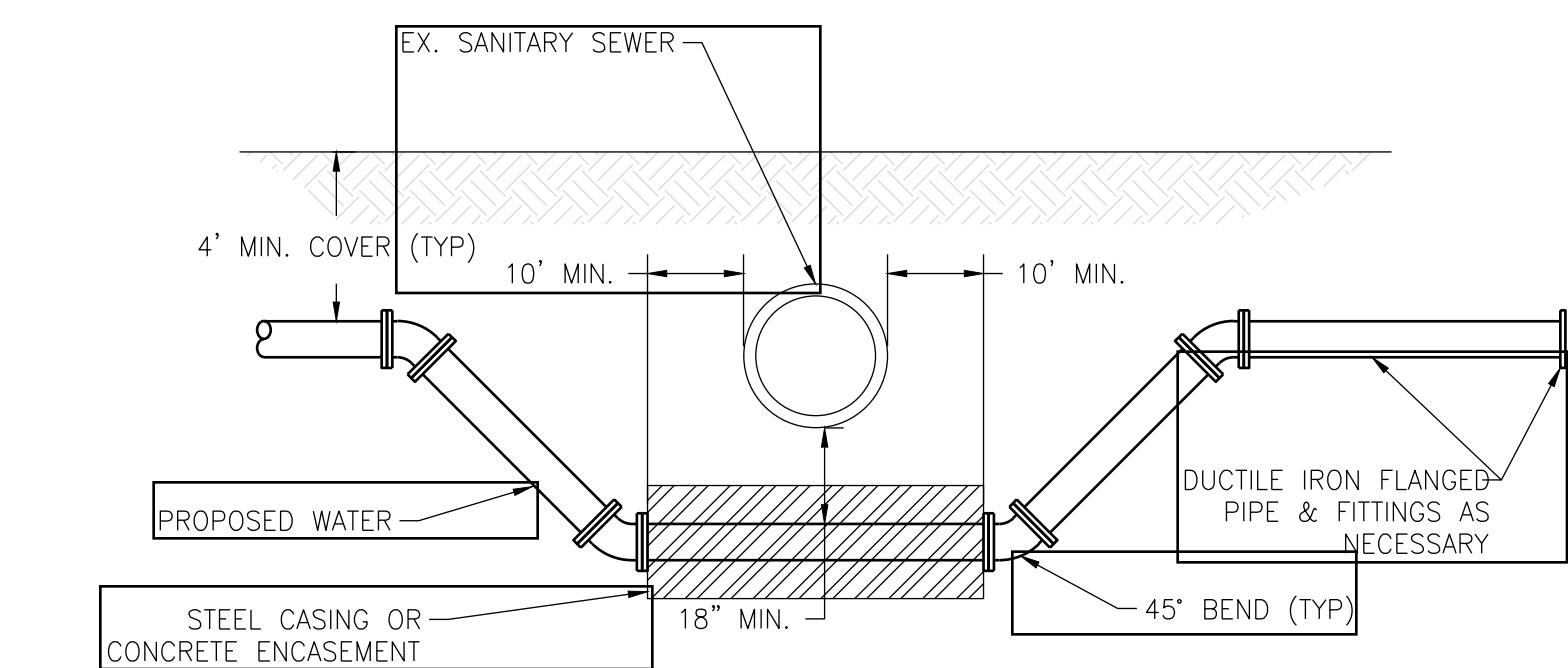
SANITARY SEWER CLEANOUT DETAIL

N.T.S.



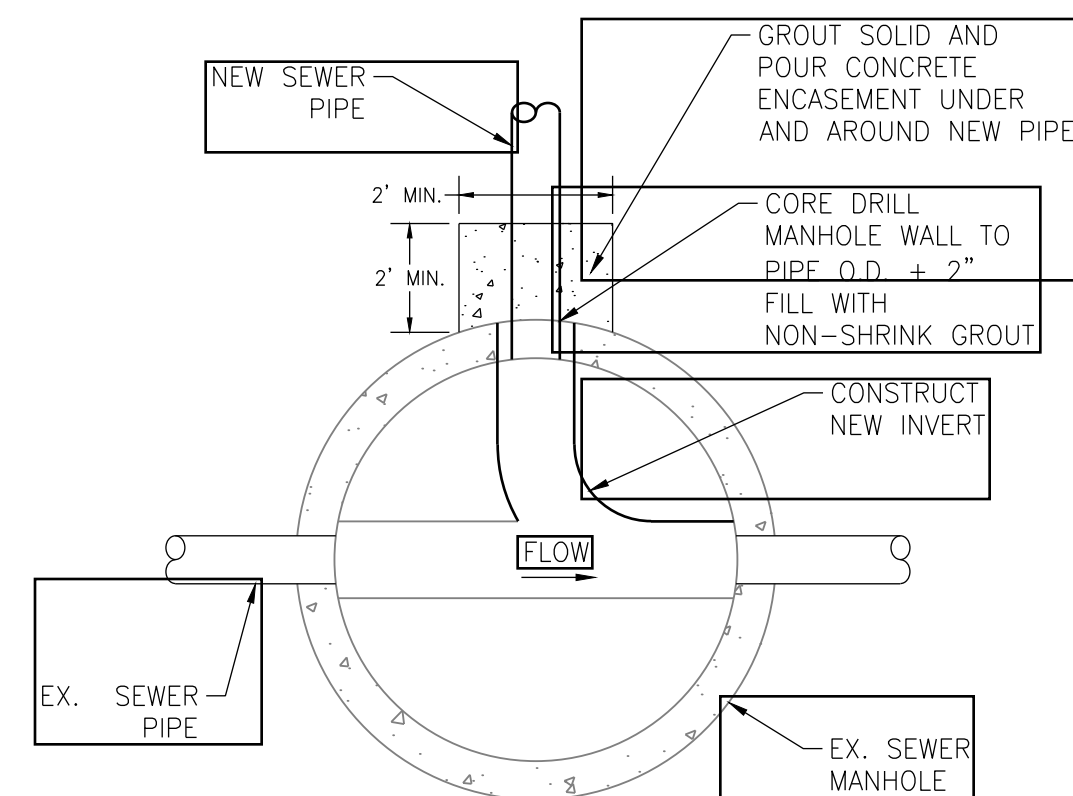
SHALLOW SANITARY SEWER MANHOLE

N.T.S.



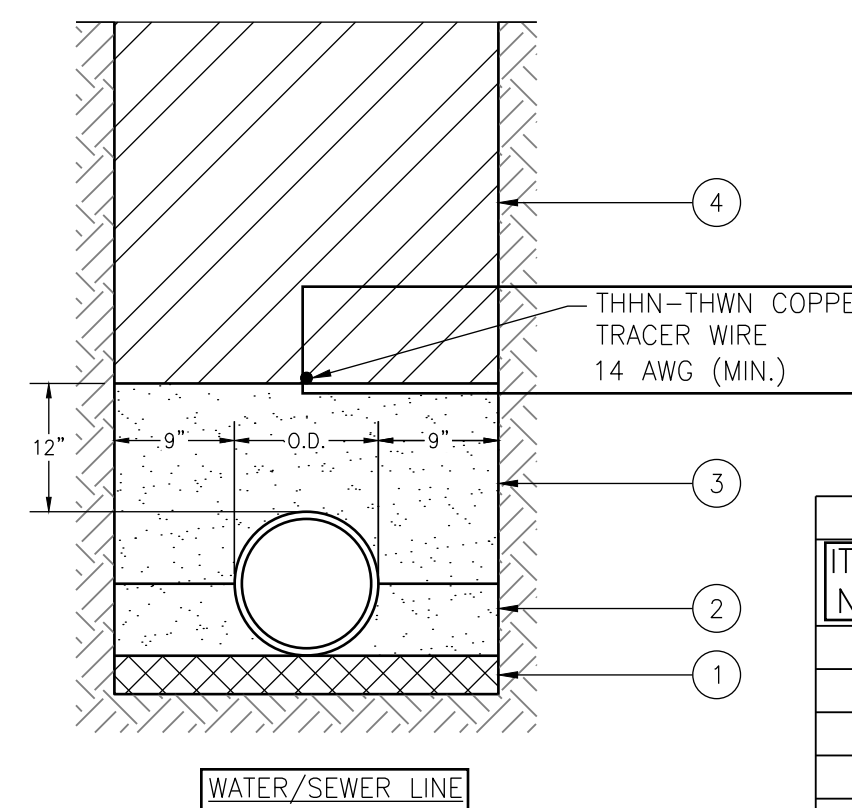
WATER CROSSING SEWER DETAIL

N.T.S.



TIE TO EX. SEWER MANHOLE

N.T.S.

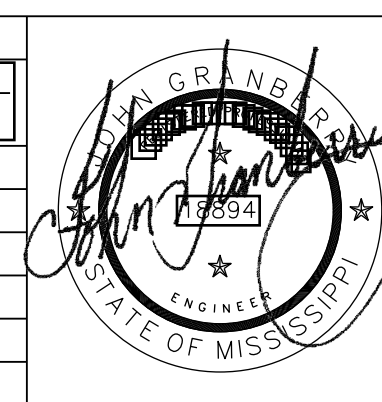


UTILITY TRENCHING & BACKFILLING DETAIL

N.T.S.

1. BEDDING: 4" CLEAN SAND COMPACTED TO 90% STANDARD PROCTOR.
2. HAUNCHING: CLEAN SAND HAND WORKED AROUND PIPE AND COMPACTED TO SPRINGLINE OF PIPE. COMPACT TO 90% STANDARD PROCTOR.
3. INITIAL BACKFILL: CLEAN SAND PLACED & COMPACTED IN 8" LIFTS TO 12" ABOVE CROWN OF PIPE. COMPACT TO 90% STANDARD PROCTOR.
4. FINAL BACKFILL: SUITABLE NATIVE MATERIAL PLACED & COMPACTED IN 12" LIFTS TO EX. GROUND SURFACE OR ROAD BED IF UNDER PROPOSED ROAD. COMPACT TO 95% STANDARD PROCTOR, ± 3% OPTIMUM MOISTURE CONTENT.

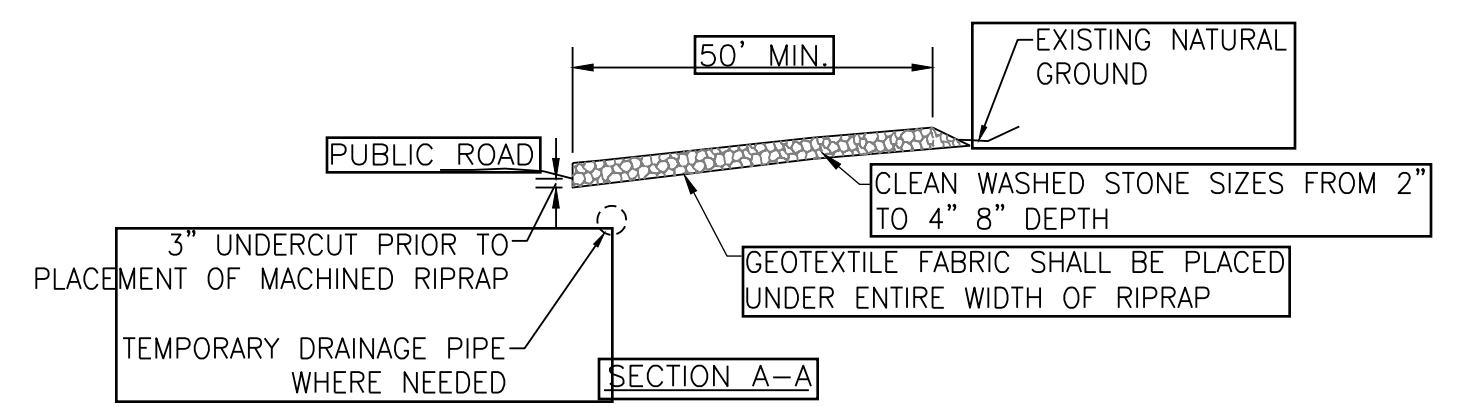
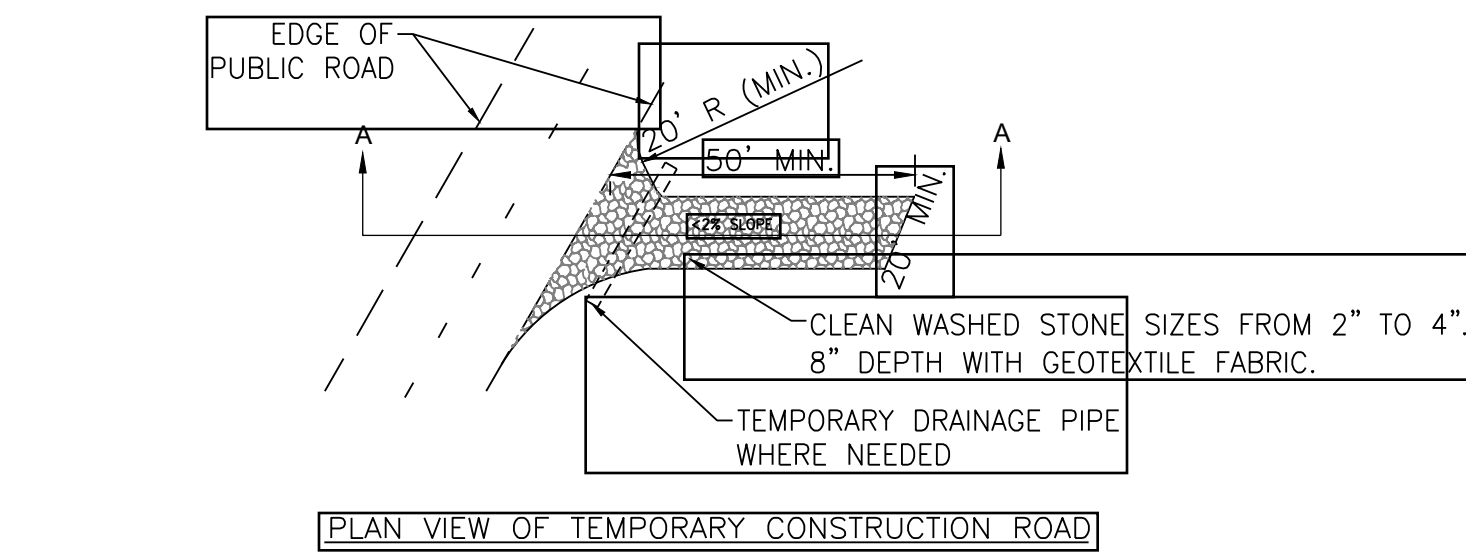
REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE



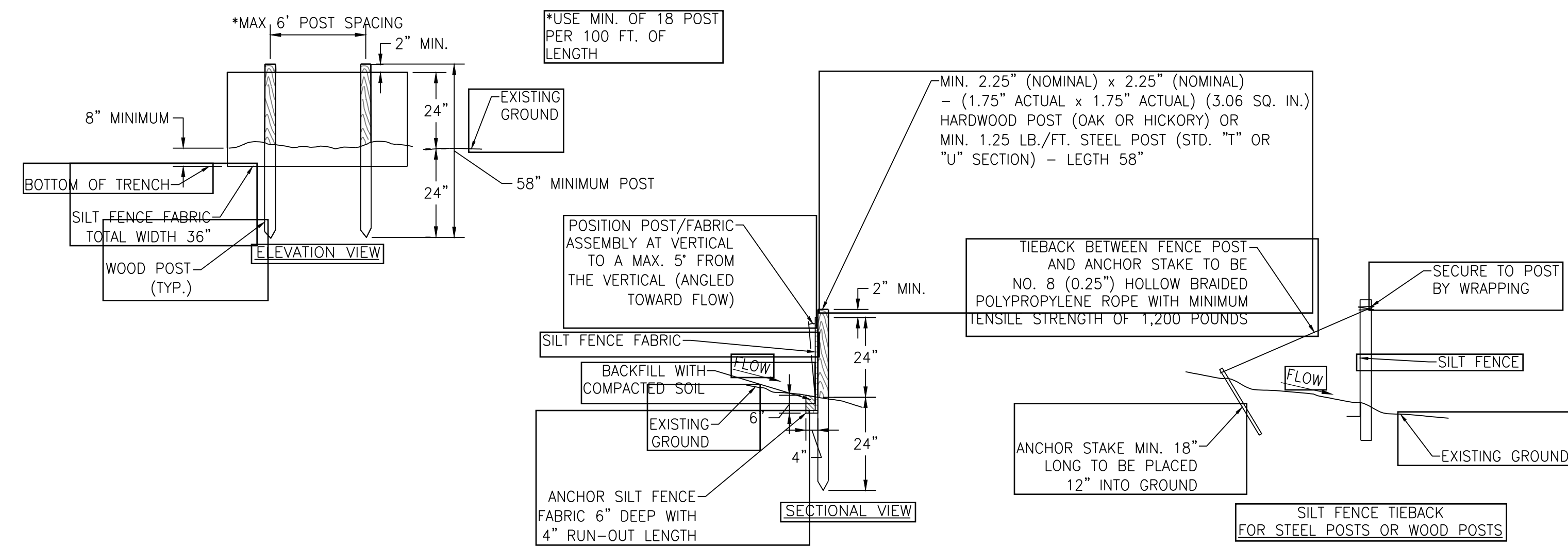
DIVISION OF ENGINEERING  
SEWER DETAILS  
OXFORD, MS

SURVEY: WILLIAMS ENGINEERING DATE: 6/3/2019 PROJECT NO.: 1000-21  
DESIGN BY: J. GRANBERRY, P.E. DATE: 5/28/2020 BOOK:  
DRAWN BY: J. GRANBERRY, P.E. DATE: 5/28/2020 SCALE: N.T.S.

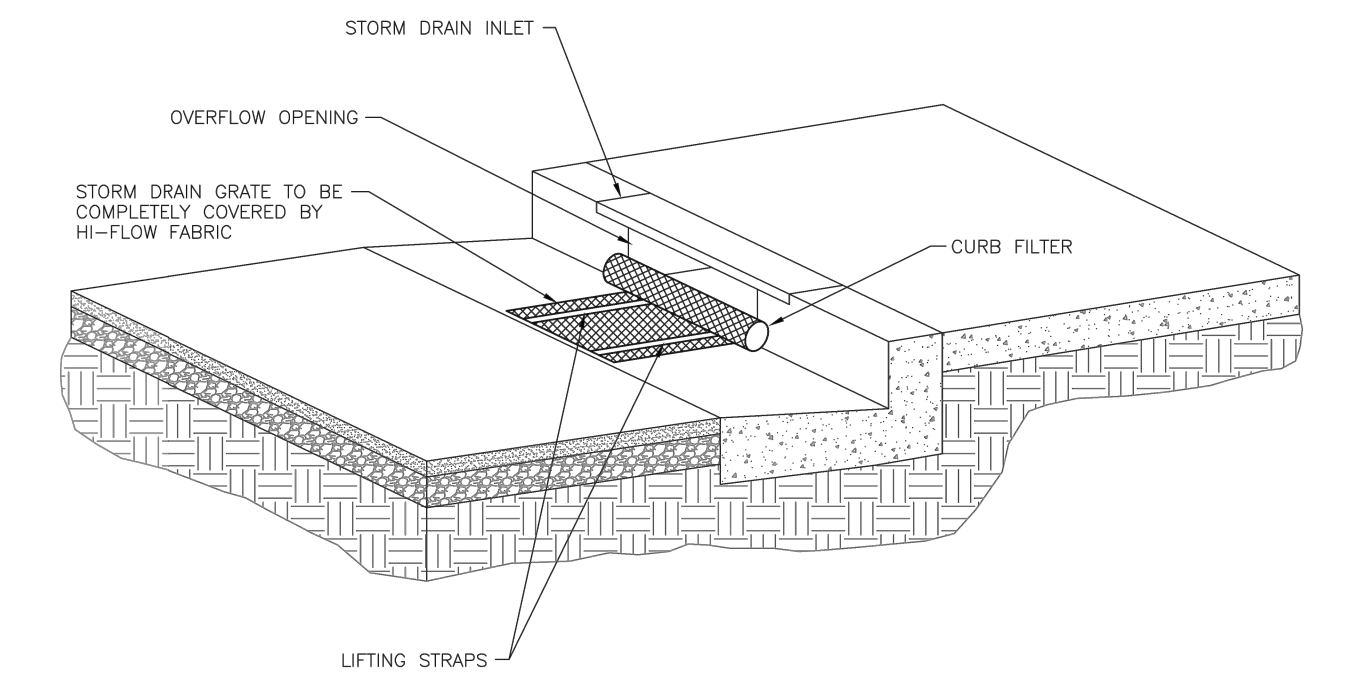
COLONNADE CROSSING SUBDIVISION  
OWNER: MFM DEVELOPMENT, LLC  
ENGINEER: GRANBERRY & ASSOCIATES, LLC



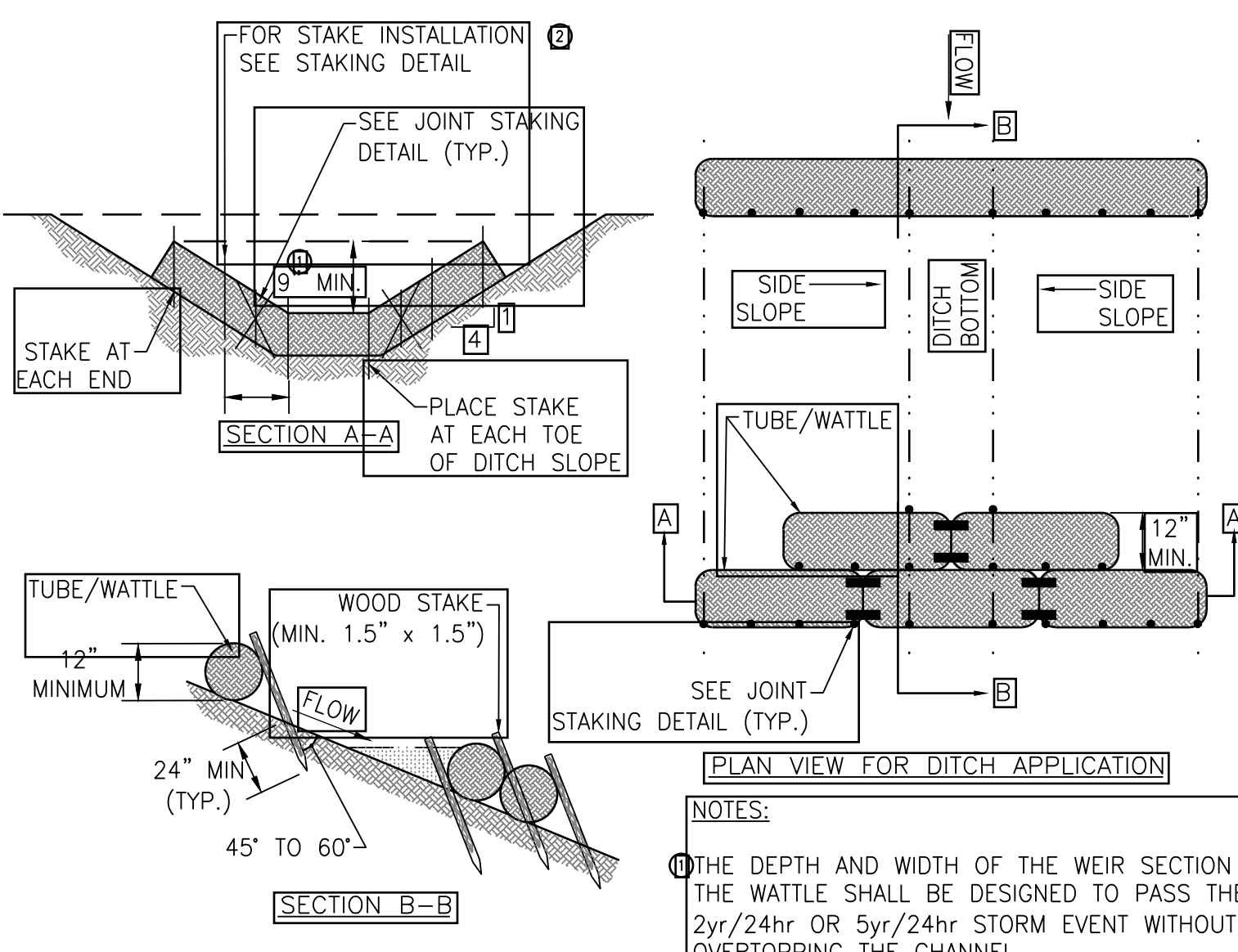
1 CONSTRUCTION ENTRANCE DETAIL  
N.T.S.



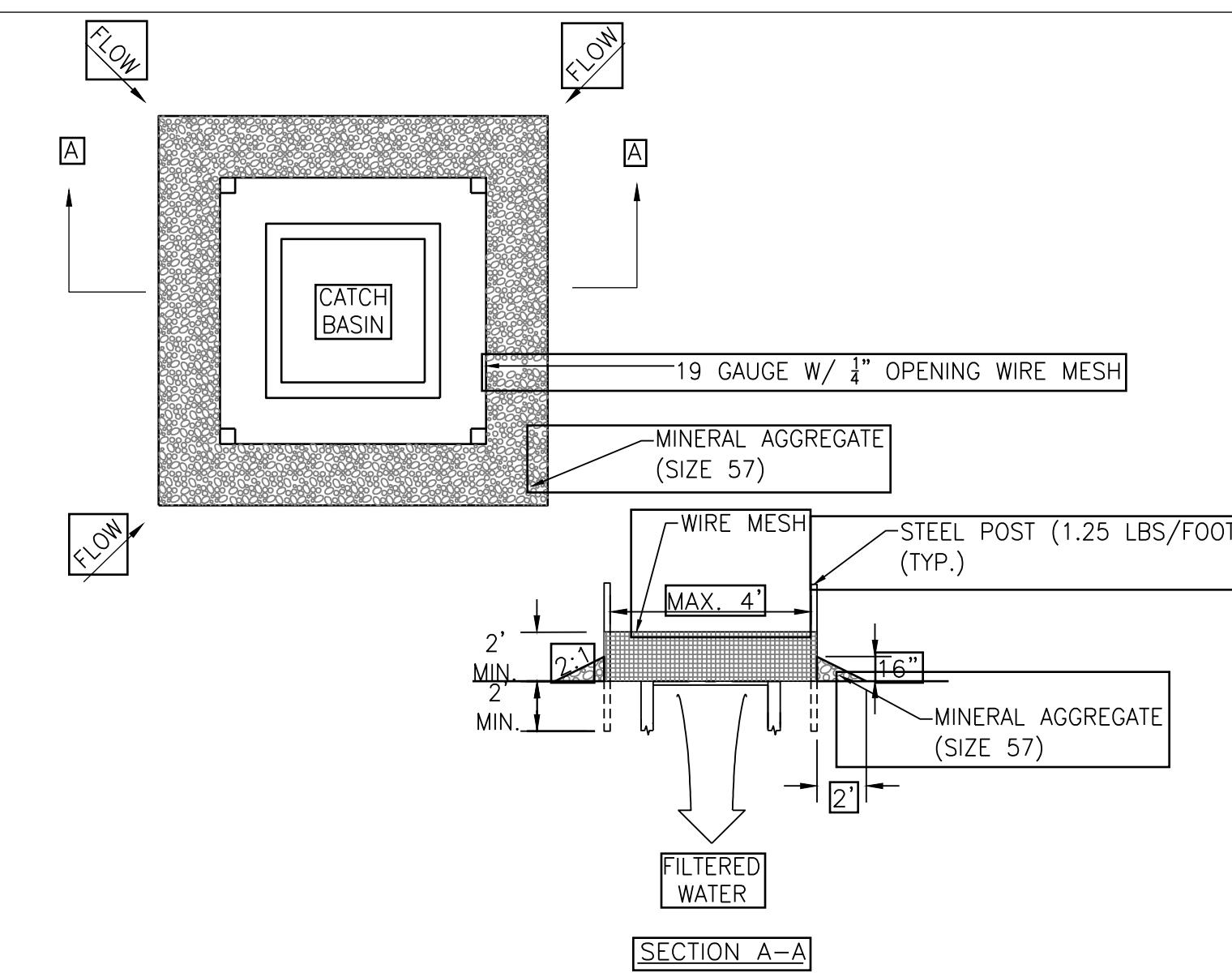
2 SILT FENCE DETAIL  
N.T.S.



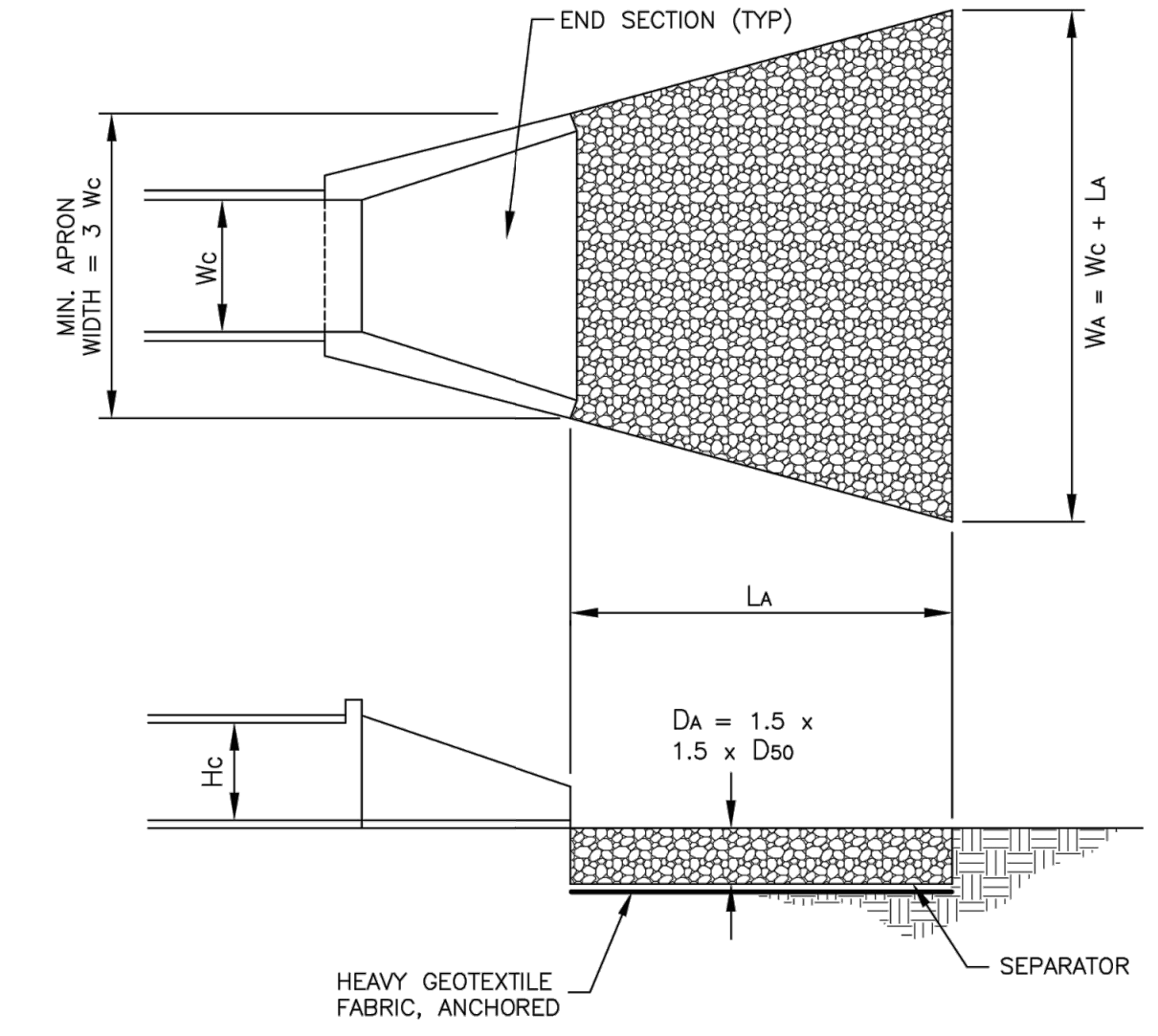
3 INLET PROTECTION DETAIL  
N.T.S.



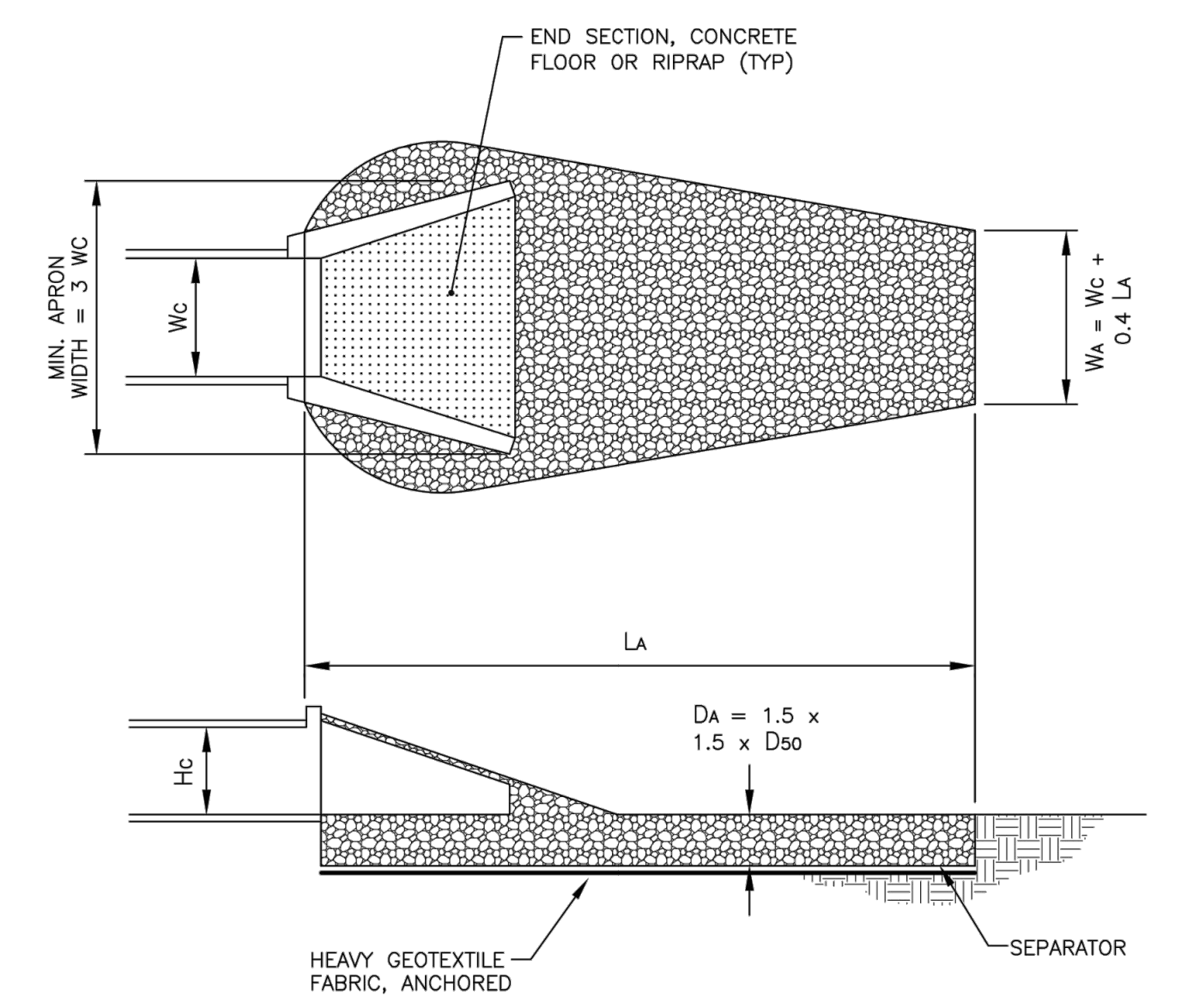
4 ORGANIC FILTER TUBE DETAIL  
N.T.S.



5 INLET PROTECTION DETAIL  
N.T.S.



TAILWATER < 0.5 Hc AND ASSUMING FULL CULVERT FLOW (LOW TAILWATER CONDITIONS)

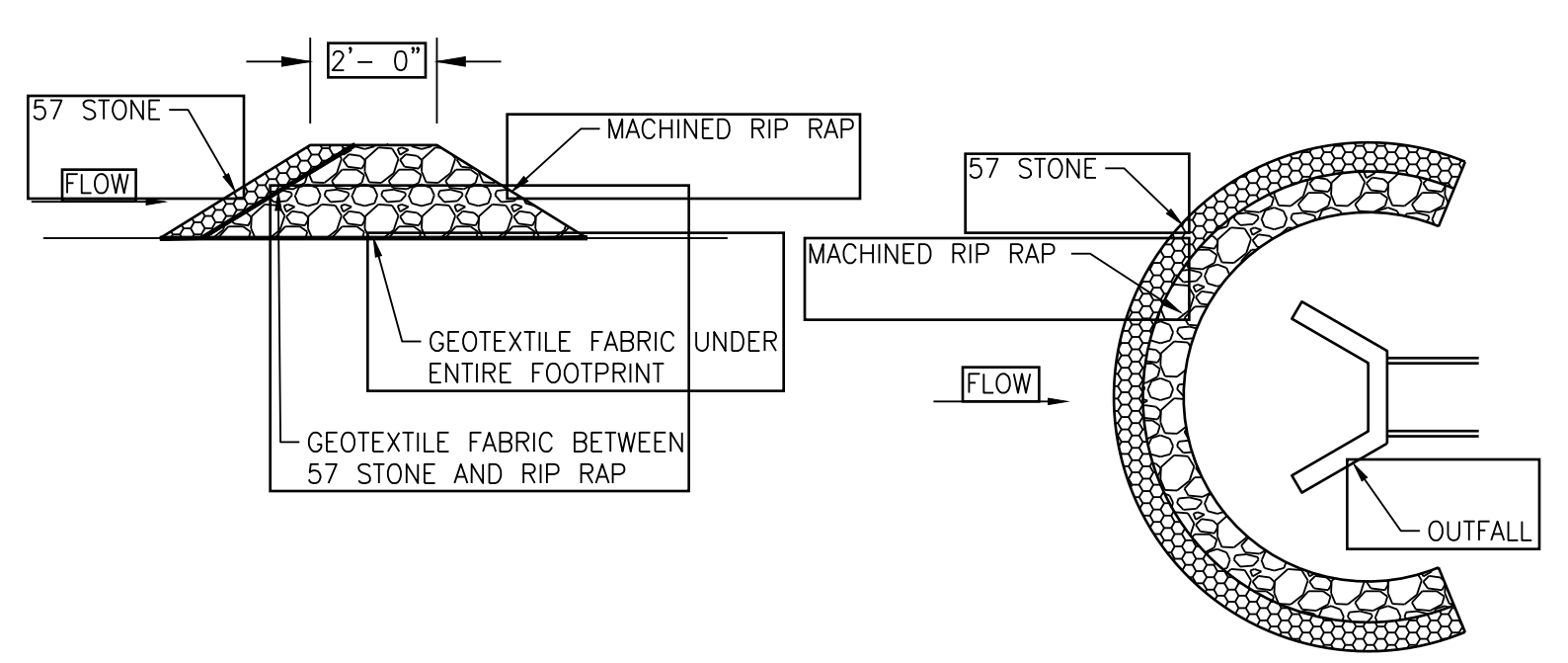


TAILWATER > 0.5 Hc AND ASSUMING FULL CULVERT FLOW (HIGH TAILWATER CONDITIONS)

6 OUTLET PROTECTION DETAIL  
N.T.S.

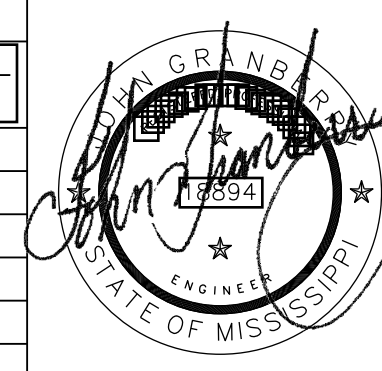
- Hc = HEIGHT OF CULVERT
- Wc = WIDTH OF CULVERT
- La = LENGTH OF RIP-RAP APRON
- Wa = WIDTH OF RIP-RAP APRON AT END
- Dso = MEDIAN RIP-RAP SIZE
- Dmax = MAXIMUM SIZE OF RIP-RAP = 1.5 Dso
- Da = DEPTH OF RIP-RAP APRON = 1.5 Dmax
- SEPARATOR = GEOTEXTILE UNDERLAYMENT OR GRAVEL FILTER BLANKET

EROSION CONTROL PLAN LEGEND: STONE



7 STONE FILTER RING DETAIL  
N.T.S.

ITEM NO.	REVISION	DESCRIPTION OF CHANGE	APPROVAL DATE



DIVISION OF ENGINEERING

EROSION CONTROL DETAILS

OXFORD, MS

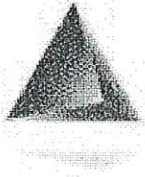
SURVEY: WILLIAMS ENGINEERING DATE: 6/3/2019 PROJECT NO.: 1000-21

DESIGN BY: J. GRANBERRY, P.E. DATE: 5/28/2020 BOOK:

DRAWN BY: J. GRANBERRY, P.E. DATE: 5/28/2020 SCALE: N.T.S.

COLONNADE CROSSING SUBDIVISION

OWNER: MFM DEVELOPMENT, LLC  
ENGINEER: GRANBERRY & ASSOCIATES, LLC



# Delta Computer Systems, Inc.

A Harris Local Government Company

925 Tommy Munro Dr.  
Ste.C  
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/ 1/2024 These charges will be billed on 9/15/2024 due for payment 10/ 1/2024.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
1749	Monthly Software Maintenance - Tax Office	10/2023	440.00	460.00	
2394	On-demand Receipts	10/2023	110.00	120.00	
2395	Privilege License Collections	10/2023	90.00	90.00	
2804	Web-hosting Real Property Tax Records Monthly Fee	10/2023	215.00	230.00	
26550	Web-Hosting Personal Property Tax Records	10/2023	100.00	110.00	
26560	Online Tax Payment Support - Real Property	10/2023	80.00	80.00	
26570	Online Tax Payment Support - Personal Property	10/2023	80.00	80.00	
IVMCBP03 (1)			TOTAL:	1,115.00	1,170.00 MONTHLY

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF OXFORD  
County/Office Name

Accepted: Delta Computer Systems, Inc.

Client Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

RECEIVED  
AUG 08 2024

BY:\_\_\_\_\_

TO: CITY OF OXFORD  
ATTN: CITY CLERK  
107 SOUTH LAMAR  
OXFORD MS 38655



# Delta Computer Systems, Inc.

A Harris Local Government Company

925 Tommy Munro Dr.  
Ste. C  
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.  
925 Tommy Munro Dr.  
Ste. C  
Biloxi, MS 39532



**OXFORD**  
GENERAL  
GOVERNMENT

# MEMORANDUM

---

**To:** Board of Aldermen

**From:** Mark Levy, PLA

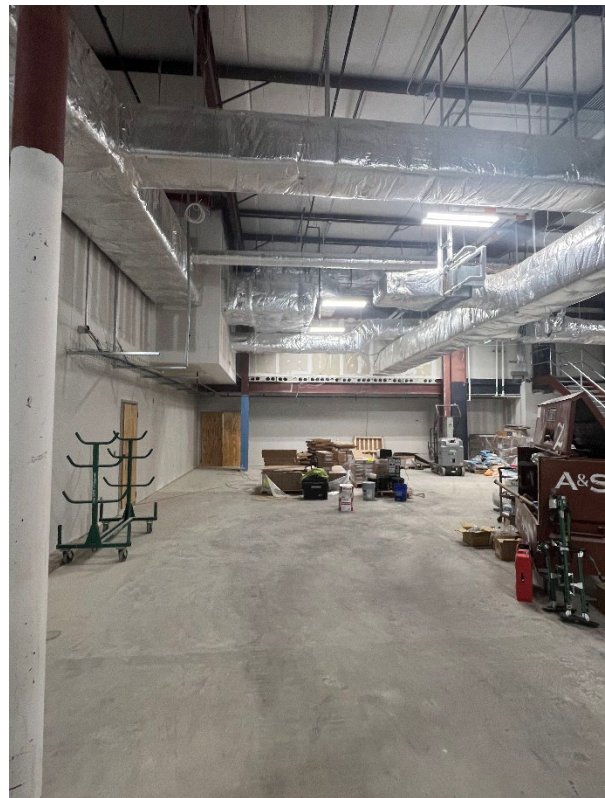
**CC:** Bart Robinson, PE

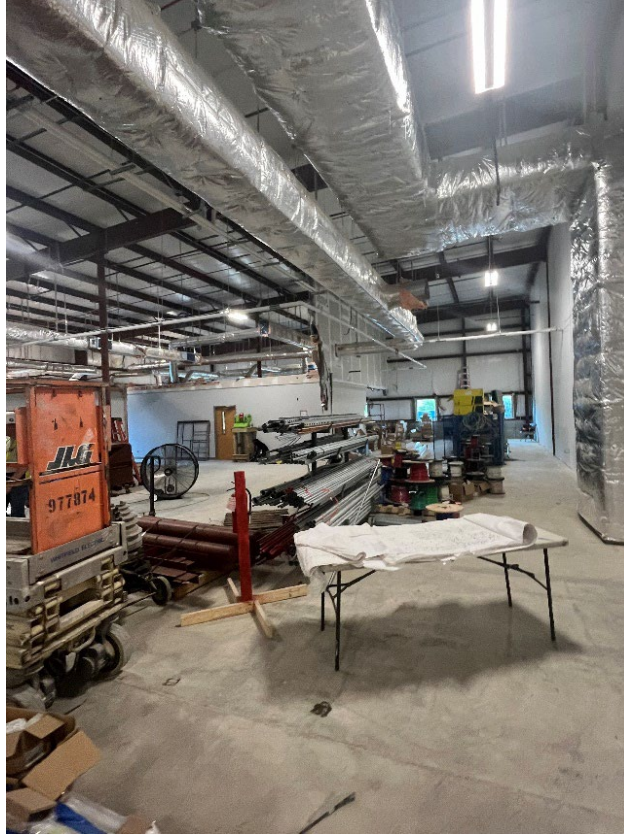
**Date:** August 20, 2024

**Re:** Consider Change Order #1 from Acoustic & Specialties, LLC to finish out vacant room in the new Police Station.

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Approximately 12,000 sf or one-third of the new Police Station will be left vacant for future city expansion. Within the future infill area, some of the walls are finished and painted, while most of the space is left “as-is”. The pictures below show the current conditions.





The attached Change Order is to finish out this large area with the following:

- Dryfall (paint) entire space black above 14'
- Wrap exposed hollow core planks with sheetrock
- Wrap columns
- Sheetrock any exposed ductwork below 14' and paint
- Paint cable trays to match wall paint

The new space is heated and cooled, and can be used as needed. The price for the additional work includes a credit for removal of sealed concrete. There will be no added days to finish out the large open room.

The contingency allows for the finishing out of the space.

Staff is seeking Board recommendation to either finish out the space, or to leave it unfinished for future use.

Enclosed is the scope of work for the proposed change order.

Enclosure (2)  
Change order scope of work  
Change order AIA form

1. Dryfall entire space from 14' AFF up.

2. Wrap exposed hollow concrete planks with sheet rock. Match paint/dryfall line.

3. Wrap columns. Finish and paint.

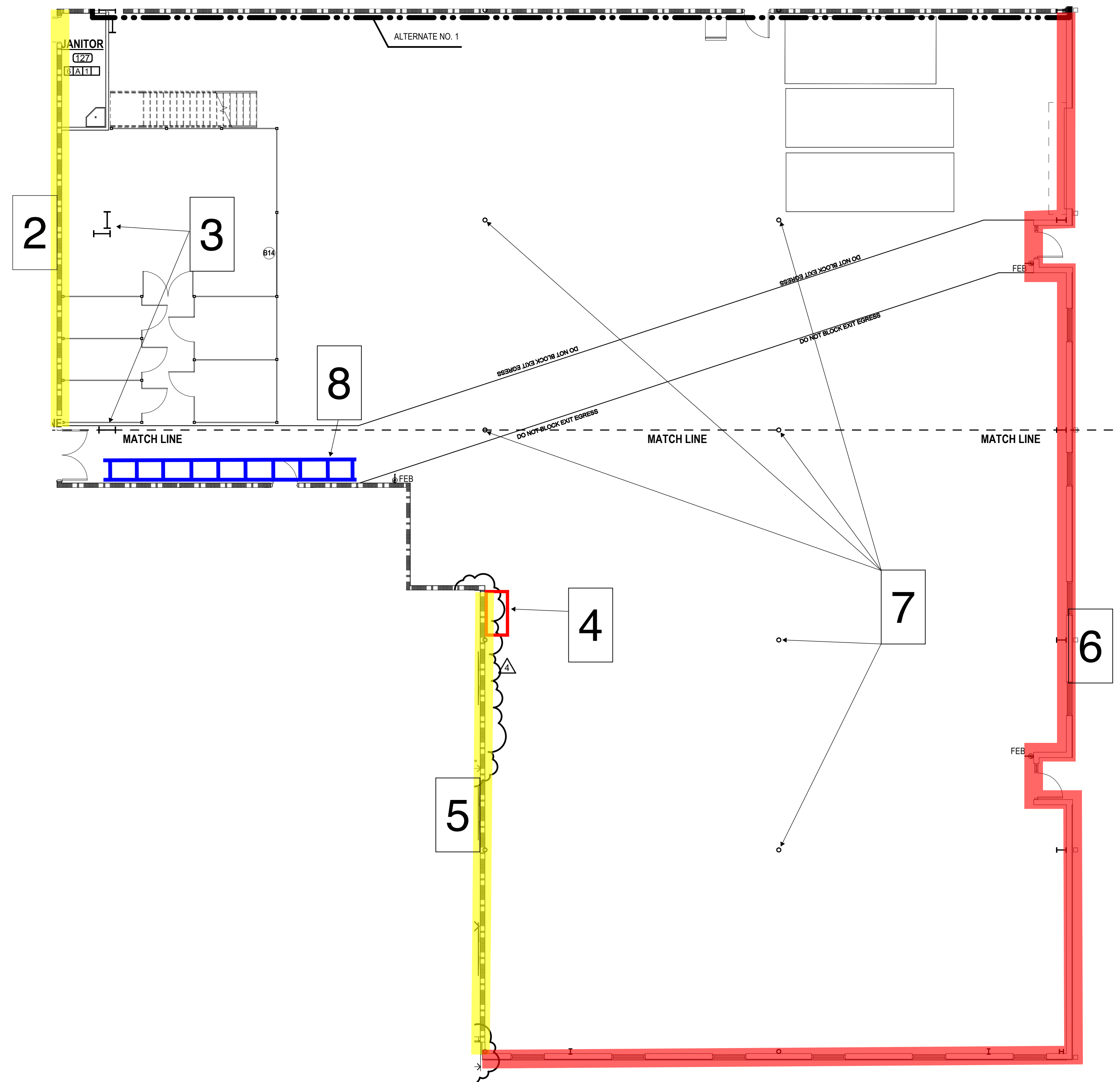
4. Sheetrock, finish, paint around exposed duct return up to 14'. Dryfall duct above.

5. Paint below dryfall line to match rest of area

6. Hang and finish up to 14' AFF.

7. Paint round columns to match wall paint/dryfall line.

8. Paint exposed cable tray to match wall paint color. Dryfall from 14' AFF up.



**KEYNOTES**

- 1 THIS WALL TO RECEIVE EXTRA LAYER OF 3/4" GYPSUM BOARD TO ALIGN WITH INSIDE EDGE OF FURDOWNS IN CEILING. THIS PORTION OF WALL TO RECEIVE ACCENT PAINT COLOR. COLOR TO BE DETERMINED BY ARCHITECT.
- 2 THIS ROOM TO RECEIVE LEVEL 5 FINISH - SEE SPECS.

**OWNER FURNISHED EQUIPMENT**

- 1. REFERENCE SHEET A700 FOR EXISTING OWNER FURNISHED EQUIPMENT, NEW OWNER FURNISHED EQUIPMENT, AND NEW FURNITURE.

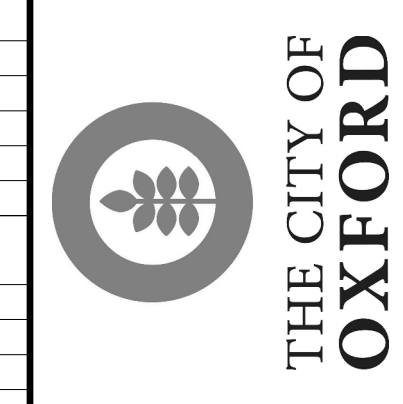
**FINISH LEGEND**

1 FLOOR	
1	LUXURY VINYL TILE
2	PORCELAIN TILE (TYPE 1)
3	PORCELAIN TILE (TYPE 2)
4	CARPET TILES
5	RUBBER TILE FLOORING
6	SEALED CONCRETE
7	PORCELAIN TILE (TYPE 3)
A BASE	
A	4" RUBBER
B	PORCELAIN COVE (TYPE 1)
C	PORCELAIN COVE (TYPE 2)
D	4" WOOD BASE
X	NONE
1 WALLS	
1	PAINTED GYP. BOARD (LATEX)
2	PAINTED GYP. BOARD (EPOXY)
3	PORCELAIN TILE (TYPE 1) (WET WALLS)
4	PORCELAIN TILE (TYPE 2) (WET WALLS)
5	PAINTED GYP. BOARD (LATEX)
X	NONE
A CEILING	
A	PAINTED GYP. BOARD
B	12" X 2" ACOUSTICAL LAY-IN (TYPE 1)
C	12" X 2" ACOUSTICAL LAY-IN (TYPE 2)
D	LINER WOOD SLATS
E	EXPOSED TO STRUCTURE

**ALTERNATES**

- ALTERNATE NO. 1 - LOCKER ROOMS & GYM:**  
ALL WORK ASSOCIATED WITH THE BUILD-OUT OF THE LOCKER ROOMS AND GYM.
- ALTERNATE NO. 2 - NORTH PARKING LOT:**  
ALL WORK ASSOCIATED WITH NEW ACCESS DRIVES AND PARKING LOT ON THE NORTH SIDE OF THE BUILDING.
- ALTERNATE NO. 3 - ROOF OVERLAY:**  
ALL WORK ASSOCIATED WITH OVERLAY OF THE EXISTING METAL PANEL ROOF.
- ALTERNATE NO. 4 - EXTERIOR FENCING & GATES:**  
ALL WORK ASSOCIATED WITH NEW EXTERIOR FENCING, DECORATIVE FENCING, AND GATES.
- ALTERNATE NO. 5 - ASPHALT MILLING:**  
ALL WORK ASSOCIATED WITH MILLING THE EXISTING ASPHALT.

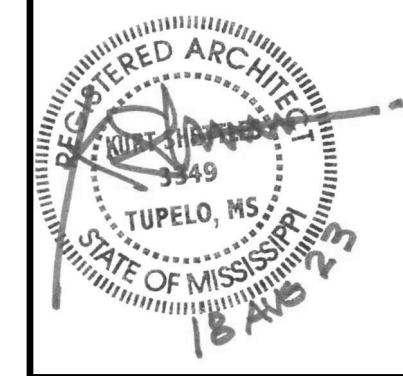
PROJECT TITLE  
**OXFORD POLICE STATION RELOCATION**  
 CITY OF OXFORD  
 09 INDUSTRIAL PARK DR.  
 OXFORD, MS 38655



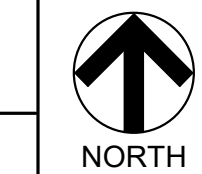
PROJECT NO:  
 • 22041  
 DRAWN BY:  
 • awh /zh  
 CHECKED BY:  
 • Checker  
 DATE ISSUED:  
 • 18 AUG 23  
 REVISIONS & ADDENDUMS  
 4 RFI 08 Floor Boxes 30 JAN 24

SHEET TITLE  
**FIRST FLOOR FINISH PLAN - OVERALL**

SHEET NUMBER  
**A701**  
 of



OFFICE ADDRESS:  
 525 WEST MAIN STREET  
 SUITE 200  
 TUPALO, MS 38869  
 PHONE (662) 844-4400





# AIA<sup>®</sup> Document G731<sup>™</sup> – 2019

## Change Order, Construction Manager as Adviser Edition

**PROJECT:** *(name and address)*  
 Oxford Police Department Relocation  
 09 Industrial Park Oxford, MS 38655

**OWNER:** *(name and address)*  
 City of Oxford  
 107 Courthouse Square  
 Oxford, MS 38655

**CONTRACTOR:** *(name and address)*  
 Acoustics & Specialties, LLC  
 3929 Senator Street Memphis, TN 38118

**CONTRACT INFORMATION:**  
 Contract For:  
 Package I (Drywall & Paint)  
 Date:  
 10-31-2023

**CHANGE ORDER INFORMATION:**  
 Change Order Number:  
 001  
 Date:  
 08-01-2024

**ARCHITECT:** *(name and address)*  
 McCarty Architects Professional  
 533 West Main Street  
 Tupelo, MS 38804

**CONSTRUCTION MANAGER:** *(name and address)*  
 ICM Construction  
 P.O. Box 1515  
 Oxford, 38655

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*


1. Credit for removal of sealed concrete in the future infill area	(\$ 24,000.00)
2. Labor and Materials for Dryfall Paint 14' feet and up in Future Infill Area	\$ 26,000.00
3. Labor and Materials for Metal Studs, Drywall, Insulation and Paint in Future Infill Area	\$ 48,000.00
<b>Total for Change Order 001</b>	<b>\$ 50,000.00</b>

The original Contract Sum was	\$ 985,000.00
Net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 985,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 50,000.00
The new Contract Sum including this Change Order will be	\$ 1,035,000.00

The Contract time will be unchanged by ( ) days.  
 The Contractor's Work shall be substantially complete on .

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.**

  
 \_\_\_\_\_  
**ARCHITECT** *(Signature)*  
 BY: Kurt Shettles, AIA, President & CEO/Architect  
*(Printed name, title, and license number if required)*  
 8/8/2024  
 \_\_\_\_\_  
*Date*

  
 \_\_\_\_\_  
**CONSTRUCTION MANAGER** *(Signature)*  
 BY: John Bennett, Senior Project Manager  
*(Printed name and title)*  
 8/9/2024  
 \_\_\_\_\_  
*Date*



*James Anderson*

**CONTRACTOR** *(Signature)*

BY: James Anderson, Project Manager  
*(Printed name and title)*

8/5/2024

*Date*

**OWNER** *(Signature)*

BY: Robyn Tannehill, Mayor  
*(Printed name and title)*

*Date*





**Acoustics & Specialties, LLC**

3929 Senator Street  
MEMPHIS, TN 38118  
PHONE 901-365-8450  
FAX 901-365-8801

TO: ICM BUILDING: OPD  
Future Infill Buildout  
ATTN: Tripp Bolin LOCATION: Oxford, MS

Dear Sirs: We are pleased to provide the following pricing for the above referenced project.

<b>Credit for sealed Concrete</b>	
<b>PRICE: \$24,000.00 (Twenty Four Thousand Dollars)</b>	
<b>Dryfall 14' up including all duct work, piping, etc.</b>	
<b>PRICE: \$26,000.00 Twenty Six Thousand Dollars)</b>	
<b>Drywall, Metal Studs, and all related Batt Insulation</b>	<b>Credit for Removal of Sealed Concrete in the Future Infill Area (\$24,000.00)</b>
<b>Paint</b>	<b>Labor and Materials for Dryfall Paint 14' and Up in Future Infill Area \$26,000.00</b>
<b>Items 2, 3, 4, 5, 6, 7, &amp; 8</b>	<b>Labor and Materials for Metal Studs, Drywall, Insulation and Paint in Future Infill Area \$48,000.00</b>
<b>PRICE: \$48,000.00 (Forty Eight Thousand Dollars)</b>	<b>Total for Change Order 001 \$50,000.00</b>
<del><b>Be-Compression Room</b></del>	
<del><b>Brace Walls, Touch-up interior and Exterior Walls, New ACF and Insulation above</b></del>	
<del><b>PRICE: \$13,000.00 (Thirteen Thousand Dollars)</b></del>	

General Qualification/Clarifications/Exceptions:

Acoustics & Specialties, LLC will furnish and install the above quoted items in accordance with all transmitted plans, specifications and general conditions for the listed price. The price includes all applicable freight and sales taxes, unless otherwise noted. This proposal is contingent upon a mutually agreeable contract and in the absence thereof the terms outlined in the standard contract written by American Institute of Architects (AIA) shall prevail. Should work related to this bid commence prior to the finalization of a mutually agreeable written contract, the terms outlined in the standard contract written by AIA shall be considered to be in force until or unless a mutually agreeable contract is finalized in writing.

In addition, unless otherwise noted, the price does not include demolition, dumpster or toilet rental, composite clean up crew, removal or repair of existing surfaces, working around or movement of furniture, temporary facilities including power and water, working hours beyond normal regular time, level 5 drywall finish, sprayed on insulation or fireproofing, damage by others, blocking/backing/strapping, layout, payment & performance bonds and engineering fees or signed and sealed drawings for cold formed metal framing or load bearing assemblies.

The proposed prices assumes that the project conditions are conducive to Acoustics & Specialties executing its contract obligations in a manner that is efficient and effective. Specifically excluded are additional cost associated with acceleration of project schedule, excessive congestion of the job site, overtime/weekend/after hours/shift work, crew over manning, trade stacking, crowding of work areas with multiple trades simultaneously and/or stored material, inadequate or ineffective office and field supervision by general contractor, disruption of workflow, fragmentation of work locations within a job site, changes and delays related thereto, weather delays, excessive mobilizations, additional manpower due to schedule compression and inefficiencies associated with out of sequence work.

Acoustics & Specialties, LLC shall not be responsible for non-performance for reasons beyond our reasonable control include "acts of god" fire, earthquake, strike, accidents, casualties, delays in transportation, government restrictions and manufacturers' delays resulting from same.

Owner or general contractor are subject to timely remittance of monthly payments including payment for stored material. Deposit, when required by the material manufacturer, shall be paid for by the client before material order can be placed. This proposal is valid for 30 days after which time pricing is subject to revision. Full payment for goods and services rendered is due in twenty (20) days from receipt of our invoice unless otherwise provided for by contract terms.

Acoustics & Specialties, LLC and its employees have devoted substantial time, money and resources toward the preparation of this bid. This bid is provided under the assumption that it and all related information herein will not be divulged to other competing bidders for purposes of bid shopping or otherwise.

<b>TN Contractors License:</b>	10313
<b>MS Contractors License:</b>	19701-MC
<b>AR Contractors License:</b>	208280513

ACOUSTICS & SPECIALTIES, LLC

By:

\_\_\_\_\_  
J. Anderson  
7-3-24



**OXFORD**  
GENERAL  
GOVERNMENT

# MEMORANDUM

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**To:** Board of Aldermen

**From:** Mark Levy, PLA; Kinney Ferris

**CC:** Bart Robinson, PE

**Date:** August 20, 2024

**Re:** Consider proposal from Howorth and Associates Architects for professional services related to Main Street Revitalization grant

---

The enclosed proposal outlines the scope of service and deliverables requested by the Visit Oxford for the Main Street Revitalization Grant application. As you will recall, the Main Street grant is now open to non-participating communities, and Visit Oxford will be applying for renovation and improvements to the historic City Hall building.

Jonathan Mattox with Howorth and Associates is proposing a not-to-exceed amount of \$3,000.00 for conceptual and space planning drawings that will be used in the grant application. If the grant is awarded, Howorth will apply this amount to the architectural fees moving forward.



August 15, 2024

Oxford Tourism Council  
1013 Jackson Avenue East  
Oxford, MS 38655

re: Conceptual Studies for Visit Oxford offices and Visitor Center

Dear Members of the Oxford Tourism Council,

I am pleased to submit this proposal to provide architectural services for conceptual space planning to support your grant application. These services will develop an initial design concept that aligns with your vision and goals for the project.

Scope of Services:

- Development of conceptual space planning ideas based on initial discussions and goals provided by Visit Oxford.
- Preliminary design sketches and layout options to support the grant application.

Deliverables:

- Conceptual sketches and diagrams illustrating the proposed space planning.
- A brief summary outlining the design approach and key considerations.

Fee Structure:

- The services will be billed at an hourly rate, with a total fee not to exceed \$3,000 without prior approval.
- Should the grant be awarded, and Howorth & Associates Architects be selected to continue with the project, these initial fees will be credited towards future architectural services.

Exclusions:

- Detailed design development, construction drawings, and Historic Preservation approvals are not included in this phase of the work.

We are excited about the opportunity to contribute to this important project and look forward to working with you to further enhance Oxford's tourism initiatives. Please feel free to contact me if you have any questions or require additional information.

We look forward to working with you on this project.

Sincerely yours,

Agreed,

Howorth Architects, PA, d/b/a  
Howorth & Associates Architects

Jonathan Mattox, Principal Architect

Kinney Ferris, Executive Director



**OXFORD**  
DEVELOPMENT  
SERVICES

# MEMORANDUM

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**To:** Board of Aldermen

**From:** John Crawley, City Engineer

**CC:** Bart Robinson, P.E., COO/ Hollis Green, Director Development Services  
Ben Requet, City Planner

**Date:** August 20, 2024

**Re:** Request for Revocable License  
Proposed Masonry Sign at 2500 University Avenue

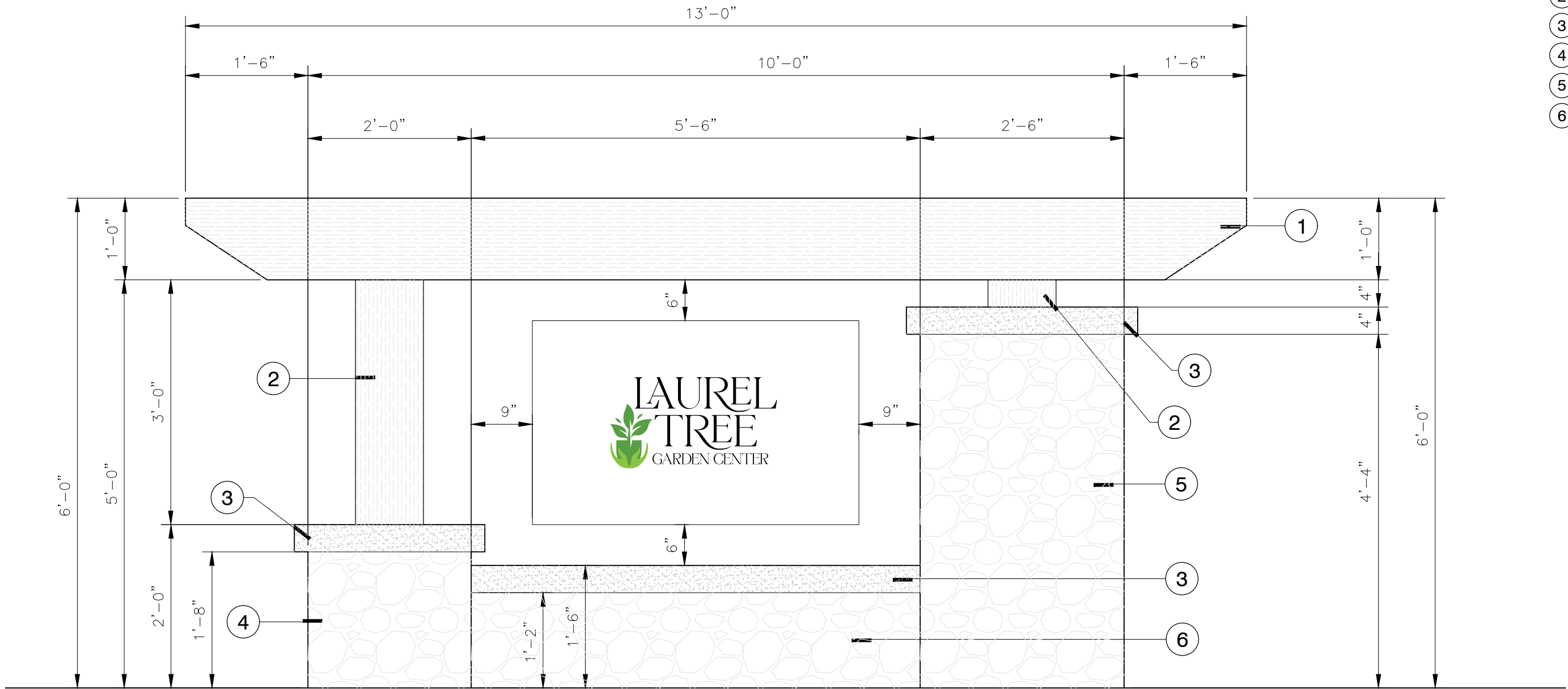
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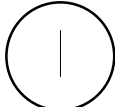
The property owner at the captioned address, near Jo's Costume Shop, wishes to place a new, masonry business sign at this location as shown on the attached drawing. There are two primary reasons for the request:

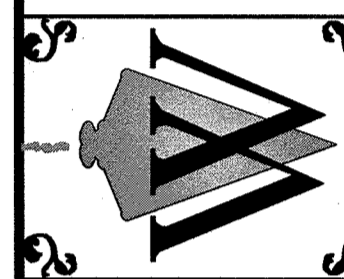
1. The city's right-of-way in this area is very wide at this location (60 feet from the centerline).
2. The properties topography at the roadway is such that a sign placed off the right-of-way will have very limited visibility.

Engineering supports this request for a revocable license with the condition that the sign design is approved by the City Planner and its final location be approved by the City Engineer.

- ① 12" X 12" BEAM
- ② 10" X 10" POST
- ③ 4" CAP
- ④ 2'-0" SQUARE COLUMN
- ⑤ 2'-6" SQUARE COLUMN
- ⑥ KNEE WALL




**MASONRY SIGN**  
 3/4" = 1'-0"



### LEGEND

---	RIGHT-OF-WAY LINES	---	CONCRETE CURB AND GUTTER
---	PROPERTY LINES	○	SECTION CORNER
---	CENTERLINE ROAD	○	PROPERTY CORNERS
---	APPARENT ADJOINING PROPERTY LINE	○	MONUMENTS FOUND
---	OHL	○	UTILITY POLES
---	TRACE BARBED WIRE FENCE LINE	○	FIRE HYDRANT
---	BUILDING AREAS	EM	ELECTRIC METERS
---	CONCRETE AREAS	EM	WATER VALVE
---	ASPHALT AREAS	POB	POINT OF BEGINNING
---	GRAVEL AREAS	POC	POINT OF COMMENCEMENT
---	DEED CALLS	(NTS)	NOT TO SCALE
---	MEASURED CALLS		

(All symbols in legend may not be used on current survey.)

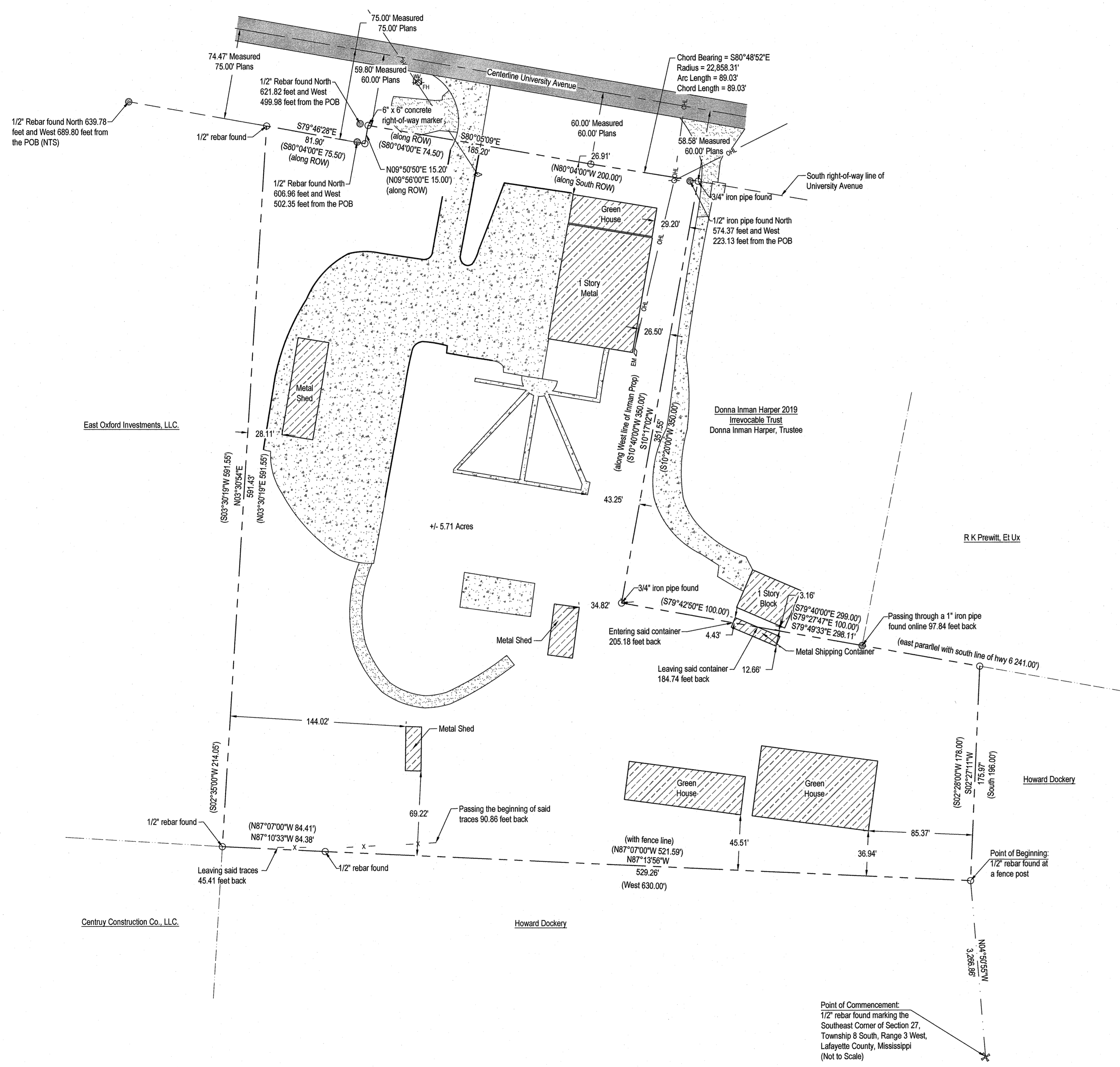
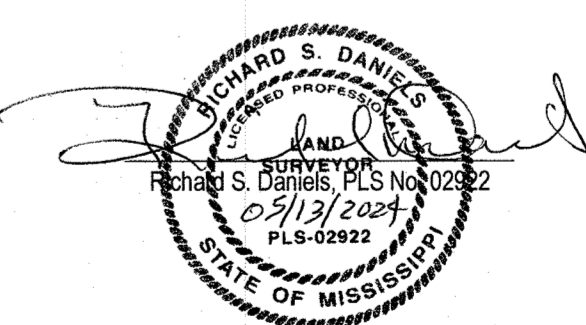
- Notes:
- This is a Class "B" Survey as set forth in Appendix "A" of the Standards of Practice for Land Surveying in the State of Mississippi.
  - This survey meets the conditions of closure and accuracy for condition "B" as set forth in Appendix "B" of the standards of practice for Land Surveying in the State of Mississippi.
  - Field survey completed May 10, 2024.
  - "True" Geodetic Bearings were established from GPS Observation by Williams Engineering.
  - Subject survey is Zoned TNB "Traditional Neighborhood Business" as per City of Oxford Interactive Zoning Map Adopted March 19, 2019 and is subject to the regulations, setbacks, and easements found in the City of Oxford Land Development Code latest addition.
  - This property is subject to any right-of-way or easements recorded or unrecorded shown or not shown on plat of survey.
  - All property corners set are 1/2" rebar with survey cap, unless otherwise stated.
  - Underground utilities shown on this survey represent surface markings of the utilities on site by various utility owners. Underground utilities may exist which were not marked by various utility owners. Williams Engineering Consultants, Inc. is not responsible for utilities not shown that were not located by utility owners. Utility parameters are shown as provided by owners.
  - Deed References:  
A. Deed Book-517, Page-447 B. Deed Book-389, Page-204 C. Deed Book-368, Page-623  
D. Instrument No. 20067988 E. Instrument No. 20141178  
F. Mississippi State Highway No. 6 Roadway plans 6-1051A(1)

Description: A tract of land being a fraction of the Northeast Quarter (NE 1/4) of Section 27, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi; being described in more detail as follows:

Commencing at a 1/2" rebar found marking the Southeast Corner of Section 27, Township 8 South, Range 3 West, Lafayette County, Mississippi; run thence N 04° 50' 55" W for a distance of 3,265.86 feet to a fence post, said rebar being the Point of Beginning of this description; run thence partially near traces of a barbed wire fence line as follows: N 87° 13' 56" W for a distance of 629.26 feet to a 1/2" rebar found, passing the beginning of said traces 90.86 feet back; run thence N 87° 10' 33" W for a distance of 84.38 feet to a 1/2" rebar found, leaving said traces 45.41 feet back; run thence N 03° 30' 54" E for a distance of 591.43 feet to a 1/2" rebar found on the South right-of-way line of University Avenue (74.47 feet from centerline); run thence along said right-of-way line as follows: S 79° 46' 28" E for a distance of 81.90 feet to a 1/2" rebar set (75.00 feet from centerline); run thence N 09° 50' 50" E for a distance of 15.20 feet to a 6" x 6" concrete right-of-way marker (59.80 feet from centerline); run thence S 80° 05' 09" E for a distance of 185.20 feet to a 1/2" rebar set (60.00 feet from centerline) at the beginning of a circular curve to the right; run thence along said curve having an arc length of 89.03 feet, a chord bearing of S 80° 48' 52" E, a chord length of 89.03 feet, and a radius of 22,858.31 feet to a 3/4" iron pipe found (58.58 feet from centerline); run thence S 10° 17' 02" W leaving said right-of-way line for a distance of 351.50 feet to a 3/4" iron pipe found; run thence S 79° 49' 33" E passing through a metal shipping container for a distance of 258.11 feet to a 1/2" rebar set, entering said container 205.18 feet back and leaving said container 184.74 feet back and passing through a 1" iron pipe found online 97.84 feet back; run thence S 02° 27' 11" W for a distance of 175.97 feet to the Point of Beginning of the herein described tract of land. Said tract contains 5.71 acres, more or less.

"True" Geodetic Bearings were established from GPS Observation by Williams Engineering Consultants, Inc. (662-236-8675)

Date: May 13, 2024



Point of Commencement:  
1/2" rebar found marking the Southeast Corner of Section 27, Township 8 South, Range 3 West, Lafayette County, Mississippi (Not to Scale)

Boundary Survey For:  
**Tom Fitts**  
A tract of land being a fraction of the Northeast Quarter (NE 1/4) of Section 27, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi

REVISION	DATE

Scale: 1"=50'  
Date: 5/13/2024  
SV-243937 (Tom Fitts 2500  
File: Univ Ave/Fits 2500 University.DWG  
Proj No.: SV-243937  
Drawn By: JBM  
Checked By: RSD

Sheet Title:  
**Boundary Survey**



**OXFORD**  
DEVELOPMENT  
SERVICES

# MEMORANDUM

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**To:** Board of Aldermen

**From:** John Crawley, City Engineer

**CC:** Bart Robinson, P.E., COO/ Hollis Green, Director Development Services  
Pope Mallette

**Date:** August 20, 2024

**Re:** MOU between Mayor and Board of Aldermen  
Downtown Regional Detention Project

---

Engineering requests that the BOA and Mayor enter into a Memorandum of Understanding (MOU) regarding the above captioned project. The project bid for the amount of \$1,236,272.75. Per the MDEQ sub-agreement for this project (attached), the amount of the LFRF/MCWI funds allocated to this project is \$2,088,322.00. Since the allocated amount of potential reimbursement exceeds the contract amount, there is a possibility the city could lose a considerable amount of grant dollars. Also, there is the possibility over allocated grant dollars could be moved to another project the city has already received grant approval. MDEQ and their managing consultant for the MCWI program have recommended the city have an MOU executed between the Mayor and BOA as a mechanism to grant authority to the Mayor to authorize expenditures and the possible re-allocation of grant dollars to other projects. This MOU, if executed, would apply only to this project and would expire with the completion of the project or on January 1, 2027, whichever comes first.



**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Oxford, Mississippi Board of Aldermen**  
**and**  
**Mayor Robyn Tannehill**

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Oxford, Mississippi (“Municipality”) Board of Aldermen (“Board”) and the Mayor of the City of Oxford, Mississippi (“Mayor”), hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

**WHEREAS**, the Board, is designated to accept and administer funds from the federal American Rescue Plan Act (“ARPA”), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the “Act”), Pub. L. No. 117-2 (Mar. 11, 2021);

**WHEREAS**, the Mayor is tasked with overseeing the day to day operations of the Municipality, including but not limited to utilities, specifically drinking water, wastewater, and stormwater projects;

**WHEREAS**, the Board must approve the Municipality’s budget and the Mayor executes the expenditures; and

**WHEREAS**, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

**NOW, THEREFORE**, the Parties agree to the terms and conditions set forth below:

**I. Purpose**

The purpose of this MOU is to memorialize an agreement to obligate the Municipality’s ARPA State and Local Fiscal Recovery Funds (“Funds”) for those purposes set forth in the Subaward Agreement between the City of Oxford and the Mississippi Department of Environmental Quality (“MDEQ”), MDEQ Agreement No. **172-2-SW-5.6** set forth in Attachment “A”, hereby adopted and incorporated by reference herein, along with any current or future modifications thereto (“MDEQ Subaward Agreement”).

## II. Conditions and Scope

The Board agrees to appropriate and the Mayor agrees to expend the Funds to perform the "Scope of Work," as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the "Project" as set forth in Article 2 of the MDEQ Subaward Agreement.

## III. Amount

The Board agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in Article 7.A.ii of the MDEQ Subaward Agreement and the Mayor agrees to expend the Funds in such amount.

## IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

## V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

## VI. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

- a. The Board agrees to provide the Mayor the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.
- b. The Mayor shall expend the Funds in amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.
- c. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.
- d. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.

## VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

Agreed to this on the 20<sup>th</sup> day of August 2024.

---

**Board of Aldermen, Pro-Tem Jason Bailey**

Agreed to this on the 20<sup>th</sup> day of August 2024.

---

**Mayor Robyn Tannehill**

**ATTACHMENT "A"**

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI  
COUNTY OF HINDS**

**MDEQ AGREEMENT NO. 172-2-SW-5.6**

**SUBAWARD AGREEMENT**

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City Of Oxford, UEI Number: C6FVY2CCKGH6 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

**1. SOURCE OF FUNDS**

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

**2. PROJECT**

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “Oxford Square Stormwater Detention Project” (the “Project”).

**3. PURPOSE**

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

**4. SCOPE OF WORK**

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

**5. TERMS AND CONDITIONS**

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$2,088,322.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$904,161.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$904,161.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$280,000.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$83,532.88**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Nine Hundred Four Thousand One Hundred Sixty-One Dollars and Zero Cents (\$904,161.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized



representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

#### 11. **FINAL PAYMENT AND REPORT**

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

#### 12. **FINANCIAL MANAGEMENT AND COMPLIANCE**

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

### 13. **CONTRACTS**

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

### 14. **APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.<sup>1</sup>

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

## 15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

## 16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

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<sup>1</sup> <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.<sup>2</sup>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).<sup>3</sup>

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<sup>2</sup> <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

<sup>3</sup> <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.<sup>4</sup>

## 21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

## 22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

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<sup>4</sup> <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

### 23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

**Level 1 Interventions.** These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

**Level 2 Interventions.** These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

**Level 3 Interventions.** These interventions may be required for significant and/or persistent compliance or performance issues:



- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it 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 Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT'S books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT'S personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT’s performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security (“MDES”) an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ’s satisfaction, MDEQ reserves the right to terminate this Agreement per the “Termination for Convenience” clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide



in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:	Attention: MCWI Contract Administration 515 East Amite Street P.O. Box 2249 Jackson, MS 39201 E-mail: MCWIdocuments@mdeq.ms.gov
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If to SUBRECIPIENT:	Attention: Mayor Robyn Tannehill 107 Courthouse Square Oxford, MS 38655 Phone: (662) 236-2306 E-mail: sbrunton@oxfordms.net
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53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY**

\_\_\_\_\_  
Chris Wells  
Executive Director

\_\_\_\_\_  
Date

**CITY OF OXFORD**

*Robyn Tannehill*  
\_\_\_\_\_  
Mayor Robyn Tannehill  
Signature of Authorized Representative

*Robyn Tannehill*  
\_\_\_\_\_  
Robyn Tannehill  
Printed Name

*Mayor*  
\_\_\_\_\_  
Title

*October 12, 2023*  
\_\_\_\_\_  
Date

## **ATTACHMENT A**

### **PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS**

#### **PROJECT NAME**

**Oxford Square Stormwater Detention Project**

#### **SCOPE OF WORK**

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project includes installation of an underground detention basin, stormwater drainage pipe, inlet basins, curb and gutter, re-grading of streets, and associated appurtenances.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

#### **PROJECT TIMELINE AND REQUIREMENTS**

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. On or about October 3, 2023, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. On or about October 4, 2023, advertise each construction contract for bids;
- d. On or about November 18, 2023, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

## **ATTACHMENT B**

### **SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN**

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

## **ATTACHMENT C**

### **SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES**

#### **1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

#### **2. DEBARMENT AND SUSPENSION**

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it 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;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

#### **3. INDEMNIFICATION**

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

#### **4. RELATIONSHIP STATUS**

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

#### **5. ACCESS TO RECORDS**

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the



records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

#### **6. RECORD RETENTION AND RIGHT TO AUDIT**

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

#### **7. RIGHT TO INSPECT WORK; SITE ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

#### **8. CONFLICT OF INTEREST**

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

## **9. COOPERATION AND EVALUATION**

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

## ATTACHMENT D

### ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

#### ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

#### CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.



**OXFORD**  
DEVELOPMENT  
SERVICES

# MEMORANDUM

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**To:** Board of Aldermen

**From:** John Crawley, City Engineer

**CC:** Bart Robinson, P.E., COO/ Hollis Green, Director Development Services, Pope Mallette, Rob Neely, P.E., General Manager, Oxford Utilities

**Date:** August 20, 2024

**Re:** MOU between Mayor and Board of Aldermen  
County Roads 322, 324, 326, 412 Water Improvement Project

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Engineering requests the BOA and Mayor enter into a Memorandum of Understanding (MOU) regarding the above captioned project. The project bid for the amount of \$461,694.00. Per the MDEQ sub-agreement for this project (attached), the amount of the LFRF/MCWI funds allocated to this project is \$793,000.00. Since the allocated amount of potential reimbursement exceeds the contract amount, there is a possibility the city could lose a considerable amount of grant dollars. Also, there is the possibility over allocated grant dollars could be moved to another project the city has already received grant approval. MDEQ and their managing consultant for the MCWI program have recommended the city have an MOU executed between the Mayor and BOA as a mechanism to grant authority to the Mayor to authorize expenditures and possible re-allocation of grant dollars to other projects. This MOU, if executed, would apply only to this project and would expire with the completion of the project or on January 1, 2027, whichever comes first.

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Oxford, Mississippi Board of Aldermen**  
**and**  
**Mayor Robyn Tannehill**

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Oxford, Mississippi (“Municipality”) Board of Aldermen (“Board”) and the Mayor of the City of Oxford, Mississippi (“Mayor”), hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

**WHEREAS**, the Board, is designated to accept and administer funds from the federal American Rescue Plan Act (“ARPA”), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the “Act”), Pub. L. No. 117-2 (Mar. 11, 2021);

**WHEREAS**, the Mayor is tasked with overseeing the day to day operations of the Municipality, including but not limited to utilities, specifically drinking water, wastewater, and stormwater projects;

**WHEREAS**, the Board must approve the Municipality’s budget and the Mayor executes the expenditures; and

**WHEREAS**, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

**NOW, THEREFORE**, the Parties agree to the terms and conditions set forth below:

I. Purpose

The purpose of this MOU is to memorialize an agreement to obligate the Municipality’s ARPA State and Local Fiscal Recovery Funds (“Funds”) for those purposes set forth in the Subaward Agreement between the City of Oxford and the Mississippi Department of Environmental Quality (“MDEQ”), MDEQ Agreement No. **421-2-DW-5.15** set forth in Attachment “A”, hereby adopted and incorporated by reference herein, along with any current or future modifications thereto (“MDEQ Subaward Agreement”).

## II. Conditions and Scope

The Board agrees to appropriate and the Mayor agrees to expend the Funds to perform the "Scope of Work," as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the "Project" as set forth in Article 2 of the MDEQ Subaward Agreement.

## III. Amount

The Board agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in Article 7.A.ii of the MDEQ Subaward Agreement and the Mayor agrees to expend the Funds in such amount.

## IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

## V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

## VI. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

- a. The Board agrees to provide the Mayor the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.
- b. The Mayor shall expend the Funds in amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.
- c. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.
- d. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.

## VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

Agreed to this on the 20<sup>th</sup> day of August 2024.

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**Board of Aldermen, Pro-Tem Jason Bailey**

Agreed to this on the 20<sup>th</sup> day of August 2024.

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**Mayor Robyn Tannehill**



**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI  
COUNTY OF HINDS**

**MDEQ AGREEMENT NO. 421-2-DW-5.15**

**SUBAWARD AGREEMENT**

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City Of Oxford, UEI Number: C6FVY2CCKGH6 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

**1. SOURCE OF FUNDS**

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

**2. PROJECT**

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “County Roads 323, 324, 326, and 412 Water Improvement Project” (the “Project”).

**3. PURPOSE**

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

**4. SCOPE OF WORK**

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

**5. TERMS AND CONDITIONS**

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget

(“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$793,000.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$325,000.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$325,000.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$143,000.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$31,720.00**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Three Hundred Twenty-Five Thousand Dollars and Zero Cents (\$325,000.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

#### 11. **FINAL PAYMENT AND REPORT**

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

#### 12. **FINANCIAL MANAGEMENT AND COMPLIANCE**

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

### 13. **CONTRACTS**

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

### 14. **APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.<sup>1</sup>

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

## 15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

## 16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

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<sup>1</sup> <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.



17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.<sup>2</sup>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).<sup>3</sup>

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<sup>2</sup> <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

<sup>3</sup> <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.<sup>4</sup>

## 21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

## 22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

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<sup>4</sup> <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

### 23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

**Level 1 Interventions.** These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

**Level 2 Interventions.** These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

**Level 3 Interventions.** These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it 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 Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.



SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT'S books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT'S personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT’s performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security (“MDES”) an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ’s satisfaction, MDEQ reserves the right to terminate this Agreement per the “Termination for Convenience” clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:	Attention: MCWI Contract Administration 515 East Amite Street P.O. Box 2249 Jackson, MS 39201 E-mail: MCWIdocuments@mdeq.ms.gov
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If to SUBRECIPIENT:	Attention: Mayor Robyn Tannehill 107 Courthouse Square Oxford, MS 38655 Phone: (662) 236-2306 E-mail: sbrunton@oxfordms.net
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53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY**

\_\_\_\_\_  
Chris Wells  
Executive Director

\_\_\_\_\_  
Date

**CITY OF OXFORD**

*Robyn Tannehill*  
\_\_\_\_\_  
Mayor Robyn Tannehill  
Signature of Authorized Representative

*Robyn Tannehill*  
\_\_\_\_\_  
Robyn Tannehill  
Printed Name

*Mayor*  
\_\_\_\_\_  
Title

*October 12, 2023*  
\_\_\_\_\_  
Date

## **ATTACHMENT A**

### **PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS**

#### **PROJECT NAME**

**County Roads 323, 324, 326, and 412 Water Improvement Project**

#### **SCOPE OF WORK**

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project includes installation of water pipe, fire hydrants and associated appurtenances along County Roads 323, 324, 326 and 412.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

#### **PROJECT TIMELINE AND REQUIREMENTS**

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. Within 15 days of execution of this Agreement, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. Within 15 days of execution of this Agreement, advertise each construction contract for bids if not already advertised;



- d. No later than 45 days after advertisement for construction bids on each construction contract, receive bids;
- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

## **ATTACHMENT B**

### **SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN**

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

## **ATTACHMENT C**

### **SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES**

#### **1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

#### **2. DEBARMENT AND SUSPENSION**

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it 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;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

#### **3. INDEMNIFICATION**

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

#### **4. RELATIONSHIP STATUS**

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

#### **5. ACCESS TO RECORDS**

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

#### **6. RECORD RETENTION AND RIGHT TO AUDIT**

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

#### **7. RIGHT TO INSPECT WORK; SITE ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

#### **8. CONFLICT OF INTEREST**

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

## **9. COOPERATION AND EVALUATION**

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

## ATTACHMENT D

### ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

#### ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

#### CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.



3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.



**OXFORD**  
DEVELOPMENT  
SERVICES

# MEMORANDUM

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**To:** Board of Aldermen

**From:** John Crawley, City Engineer

**CC:** Bart Robinson, P.E., COO/ Hollis Green, Director Development Services  
Johnathan Mizell, Chief Building Inspector

**Date:** August 20, 2024

**Re:** Request for Extended Work Hours  
Concrete Slab Pour at 14 Thacker Loop

---

Oden-Hardy Construction, General Contractor for the Out-A-Space Self-Storage Facility at 14 Thacker Loop, is requesting to begin a concrete slab pour at 8:30 P.M. on Thursday, August 29th and continue into the early morning hours of Friday, August 30th. These times would place this work during hours that are less likely to interrupt the flow of traffic on Thacker Road, and would provide a better concrete product that is not exposed to the probable extreme heat of the daytime.

Engineering supports this request for extended work hours provided any lighting the contractor provides for the work is contained within the site so as not to be a nuisance to surrounding properties.



**OXFORD**  
DEVELOPMENT  
SERVICES

# MEMORANDUM

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**To:** Board of Aldermen

**From:** John Crawley, City Engineer

**CC:** Bart Robinson, P.E., COO/ Rob Neely, P.E., General Manager, Oxford  
Utilities  
Jeff McCutchen, Chief of Police

**Date:** August 20, 2024

**Re:** Request Permission for Special Sunday Work Hours for AT&T

---

Star Construction, General Contractor for AT&T, requests permission to work on Sunday, August 25<sup>th</sup>, 2024, from 7 A.M. to Noon., in order to close Monroe Avenue, between North Lamar and North 13<sup>th</sup> streets, during this time. This work is intended to provide fiber optic service to three businesses along the square.

Engineering feels this work should be done at a time when traffic and parking needs will be low in this area and recommends approval.



# MEMORANDUM

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**To:** Board of Aldermen

**From:** John Crawley, City Engineer

**CC:** Bart Robinson, P.E., COO/ Rob Neely, P.E., General Manager, Oxford Utilities

**Date:** August 20, 2024

**Re:** Reject Bids Received for College Hill Lift Station Upgrades Project

---

At 2 P.M. on Thursday, August 8th, 2024, bids were opened on the captioned project. Two bids were received, the lowest of which is \$749,445.00 received by Eubank Construction. The engineers estimate for this project is approximately \$500,000.00, which places the low bid at 33% over the current budget for the project.

Engineering and Oxford Utilities recommends that the bids be rejected at this time and that the engineer review the design to investigate opportunities to lower the costs of the project.



# OXFORD

PLANNING  
DEPARTMENT

## Memorandum

**To:** Mayor and Board of Aldermen  
**From:** Ben Requet, Director of Planning  
**Date:** August 20, 2024  
**Re:** Request permission to attend the American Planning Association Congressional Fly-In on September 23<sup>rd</sup> - 26<sup>th</sup> in Washington, D.C. at an estimated cost of \$150.

---

This is a request for the Director of Planning to attend the APA Congressional Fly-in on September 23<sup>rd</sup> – 26<sup>th</sup> in Washington, D.C. Joel Albizo, CEO for the American Planning Association, extended an invitation for me to represent the City of Oxford and Mississippi at Capitol Hill to discuss the importance of planning priorities on a variety of pertinent issues. This request is for mileage and parking in the estimated amount of \$150.

Mileage & Parking: \$150



## American Planning Association

*Creating Great Communities for All*

Dear Ben,

I invite you to attend the American Planning Association's (APA) Congressional Fly-In Event, **Sept. 24-25, 2024**, in Washington, DC. Please respond to this invitation by emailing APA Advocacy Associate Sophia Flionis ([sflionis@planning.org](mailto:sflionis@planning.org)) with your plans to participate or decline by **Wednesday, July 31**.

The Congressional Fly-in, where key advocates are brought to Capitol Hill and federal agencies to meet with members of Congress and the Biden-Harris Administration and build support for housing planning and reform, represents the continuation of a new approach to APA's advocacy.

Never has it been more critical to raise the profession's influence with federal decision makers. In recent years, APA has made significant progress building a foundation of bipartisan support for housing reform in Congress from securing a second round of funding for the Pathways to Removing Obstacles to Housing Program (PRO Housing) to helping to secure more than 30 co-sponsors for the bipartisan Housing Supply and Affordable Act.

**With this fly-in and your influence, APA can seize this critical opportunity to build momentum for federal action on housing supply and reform in the next Congress, deepen relationships with targeted elected officials to prepare for the uncertainties of the election, and expand our impact with administration and congressional leaders alike.**

### Why You

You are one of a select group of experienced APA advocates, leaders, and champions for good planning invited to take part in this invitation-only, on-the-ground advocacy experience in the nation's capital. Your direct involvement leading housing and zoning reform efforts at the local and state levels, leadership role within APA, and your constituent connection to key legislative targets for our federal advocacy this year makes your participation valuable.

### Benefits

As our guest in Washington, you will enjoy a one-of-a-kind experience unlike any other APA event:

- **Access to decision makers and influencers.** We will arrange face-to-face time on your behalf with members of Congress, White House officials, and agency leaders directly engaged in legislative and regulatory efforts to advance federal incentives for locally led zoning reform.
- **Your travel and lodging expenses are covered.** We will share more details soon about when and how to book your trip and hotel accommodation.
- **Dedicated time with national partners.** We have set aside time during meals, receptions, and VIP events for you to rub elbows with national stakeholders who are working alongside APA to advance zoning reform and housing choice.

## Next Steps

While we work through the final details of this unique APA experience, please complete the following steps:

- RSVP to Sophia Flionis (sflionis@planning.org) by **July 31**;
- Hold **Sept. 24-25** on your calendar;
- Complete this [google form](#) by **July 31** to help us identify the best time to brief you on legislative strategy for the Congressional Fly-In.

We will share more details with you following the RSVP deadline.

Thank you,

A handwritten signature in black ink that reads "Joel Albizo". The signature is written in a cursive, flowing style.

Joel Albizo, FASAE, CAE  
Chief Executive Officer  
American Planning Association



**OXFORD**

HUMAN RESOURCES

# MEMORANDUM

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**To:** Board of Aldermen  
**Thru:** Braxton Tullos, Human Resources Director  
**From:** Jeff McCutchen, Chief of Police  
**Date:** August 20, 2024  
**Re:** Request Approval of Employment

---

The City of Oxford's Police Department requests approval from the Mayor and Board of Aldermen to employ the following:

1. **Richard Laroche** as a full-time Patrol Officer with an annual salary of \$52,998.40.
2. **Jason Bertelsen** a full-time Patrol Officer with an annual salary of \$62,982.40.
3. **Charles Hefner** as a full-time PACE Officer with an annual salary of \$39,080.82.

I recommend approval.





**OXFORD**  
HUMAN RESOURCES

# MEMORANDUM

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**To:** Board of Aldermen  
**Thru:** Braxton Tullos, Human Resources Director  
**From:** Rob Neely, Superintendent, Oxford Utilities  
**Date:** August 20, 2024  
**Re:** Request Approval of Take-Home Vehicle

---

The City of Oxford's Utilities Department requests approval from the Mayor and Board of Aldermen to allow the on-call Water/Sewer employee to take home a service vehicle. This vehicle will not leave Lafayette County.

I recommend approval.



**OXFORD**  
DEVELOPMENT  
SERVICES

# MEMORANDUM

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**To:** Board of Aldermen

**From:** John Crawley, City Engineer

**CC:** Bart Robinson, P.E., COO/ Hollis Green, Director Development Services  
Pope Mallette

**Date:** August 20, 2024

**Re:** MOU between Mayor and Board of Aldermen  
Downtown Regional Detention Project

---

Engineering request that the BOA and Mayor enter into a memorandum of understanding (MOU) regarding the captioned project. The project bid for the amount of \$1,236,272.75. Per the MDEQ sub-agreement for this project (attached), the amount of the LFRF/MCWI funds allocated to this project is \$2,088,322.00. Since the allocated amount of potential reimbursement exceeds the contract amount, there is a possibility the city could lose a considerable amount of grant dollars. There is the possibility that over allocated grant dollars could be moved to another project on which the city has already received grant approval. MDEQ and their managing consultant for the MCWI program has indicated they feel it best for the city to have an MOU executed between the mayor and BOA as a mechanism to grant authority to mayor to authorize expenditures (sign contracts, change orders, pay apps, etc.) and possible re-allocation of grant dollars to other projects. This MOU, if executed, would apply only to this project and would expire with the completion of the project or on January 1, 2027, whichever comes first.

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Oxford, Mississippi Board of Aldermen**  
**and**  
**Mayor Robyn Tannehill**

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Oxford, Mississippi (“Municipality”) Board of Aldermen (“Board”) and the Mayor of the City of Oxford, Mississippi (“Mayor”), hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

**WHEREAS**, the Board, is designated to accept and administer funds from the federal American Rescue Plan Act (“ARPA”), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the “Act”), Pub. L. No. 117-2 (Mar. 11, 2021);

**WHEREAS**, the Mayor is tasked with overseeing the day to day operations of the Municipality, including but not limited to utilities, specifically drinking water, wastewater, and stormwater projects;

**WHEREAS**, the Board must approve the Municipality’s budget and the Mayor executes the expenditures; and

**WHEREAS**, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

**NOW, THEREFORE**, the Parties agree to the terms and conditions set forth below:

I. Purpose

The purpose of this MOU is to memorialize an agreement to obligate the Municipality’s ARPA State and Local Fiscal Recovery Funds (“Funds”) for those purposes set forth in the Subaward Agreement between the City of Oxford and the Mississippi Department of Environmental Quality (“MDEQ”), MDEQ Agreement No. **172-2-SW-5.6** set forth in Attachment “A”, hereby adopted and incorporated by reference herein, along with any current or future modifications thereto (“MDEQ Subaward Agreement”).

## II. Conditions and Scope

The Board agrees to appropriate and the Mayor agrees to expend the Funds to perform the "Scope of Work," as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the "Project" as set forth in Article 2 of the MDEQ Subaward Agreement.

## III. Amount

The Board agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in Article 7.A.ii of the MDEQ Subaward Agreement and the Mayor agrees to expend the Funds in such amount.

## IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

## V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

## VI. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

- a. The Board agrees to provide the Mayor the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.
- b. The Mayor shall expend the Funds in amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.
- c. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.
- d. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.

## VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

Agreed to this on the 20<sup>th</sup> day of August 2024.

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**Board of Aldermen, Pro-Tem Jason Bailey**

Agreed to this on the 20<sup>th</sup> day of August 2024.

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**Mayor Robyn Tannehill**

**ATTACHMENT "A"**

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI  
COUNTY OF HINDS**

**MDEQ AGREEMENT NO. 172-2-SW-5.6**

**SUBAWARD AGREEMENT**

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City Of Oxford, UEI Number: C6FVY2CCKGH6 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

**1. SOURCE OF FUNDS**

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

**2. PROJECT**

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “Oxford Square Stormwater Detention Project” (the “Project”).

**3. PURPOSE**

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

**4. SCOPE OF WORK**

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

**5. TERMS AND CONDITIONS**

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$2,088,322.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$904,161.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$904,161.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$280,000.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$83,532.88**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually



incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Nine Hundred Four Thousand One Hundred Sixty-One Dollars and Zero Cents (\$904,161.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

#### 11. **FINAL PAYMENT AND REPORT**

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

#### 12. **FINANCIAL MANAGEMENT AND COMPLIANCE**

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

### 13. **CONTRACTS**

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

### 14. **APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.<sup>1</sup>

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

## 15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

## 16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

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<sup>1</sup> <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.<sup>2</sup>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).<sup>3</sup>

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<sup>2</sup> <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

<sup>3</sup> <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>



SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.<sup>4</sup>

## 21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

## 22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

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<sup>4</sup> <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

### 23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

**Level 1 Interventions.** These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

**Level 2 Interventions.** These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

**Level 3 Interventions.** These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it 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 Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT'S books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT'S personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT’s performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.



42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security (“MDES”) an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ’s satisfaction, MDEQ reserves the right to terminate this Agreement per the “Termination for Convenience” clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:	Attention: MCWI Contract Administration 515 East Amite Street P.O. Box 2249 Jackson, MS 39201 E-mail: MCWIdocuments@mdeq.ms.gov
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If to SUBRECIPIENT:	Attention: Mayor Robyn Tannehill 107 Courthouse Square Oxford, MS 38655 Phone: (662) 236-2306 E-mail: sbrunton@oxfordms.net
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53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY**

\_\_\_\_\_  
Chris Wells  
Executive Director

\_\_\_\_\_  
Date

**CITY OF OXFORD**

*Robyn Tannehill*  
\_\_\_\_\_  
Mayor Robyn Tannehill  
Signature of Authorized Representative

*Robyn Tannehill*  
\_\_\_\_\_  
Robyn Tannehill  
Printed Name

*Mayor*  
\_\_\_\_\_  
Title

*October 12, 2023*  
\_\_\_\_\_  
Date

## **ATTACHMENT A**

### **PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS**

#### **PROJECT NAME**

**Oxford Square Stormwater Detention Project**

#### **SCOPE OF WORK**

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project includes installation of an underground detention basin, stormwater drainage pipe, inlet basins, curb and gutter, re-grading of streets, and associated appurtenances.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

#### **PROJECT TIMELINE AND REQUIREMENTS**

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. On or about October 3, 2023, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. On or about October 4, 2023, advertise each construction contract for bids;
- d. On or about November 18, 2023, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

## **ATTACHMENT B**

### **SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN**

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.



## **ATTACHMENT C**

### **SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES**

#### **1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

#### **2. DEBARMENT AND SUSPENSION**

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it 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;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

#### **3. INDEMNIFICATION**

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

#### **4. RELATIONSHIP STATUS**

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

#### **5. ACCESS TO RECORDS**

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

#### **6. RECORD RETENTION AND RIGHT TO AUDIT**

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

#### **7. RIGHT TO INSPECT WORK; SITE ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

#### **8. CONFLICT OF INTEREST**

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

## **9. COOPERATION AND EVALUATION**

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

## ATTACHMENT D

### ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

#### ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

#### CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.



**OXFORD**  
DEVELOPMENT  
SERVICES

# MEMORANDUM

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**To:** Board of Aldermen

**From:** John Crawley, City Engineer

**CC:** Bart Robinson, P.E., COO/ Hollis Green, Director Development Services, Pope Mallette, Rob Neely, P.E., General Manager, Oxford Utilities

**Date:** August 20, 2024

**Re:** MOU between Mayor and Board of Aldermen  
County Roads 322, 324, 326, 412 Water Improvement Project

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Engineering request that the BOA and Mayor enter into a memorandum of understanding (MOU) regarding the captioned project. The project bid for the amount of \$461,694.00. Per the MDEQ sub-agreement for this project (attached), the amount of the LFRF/MCWI funds allocated to this project is \$793,000.00. Since the allocated amount of potential reimbursement exceeds the contract amount, there is a possibility the city could lose a considerable amount of grant dollars. There is the possibility that over allocated grant dollars could be moved to another project on which the city has already received grant approval. MDEQ and their managing consultant for the MCWI program has indicated they feel it best for the city to have an MOU executed between the mayor and BOA as a mechanism to grant authority to mayor to authorize expenditures (sign contracts, change orders, pay apps, etc.) and possible re-allocation of grant dollars to other projects. This MOU, if executed, would apply only to this project and would expire with the completion of the project or on January 1, 2027, whichever comes first.

**MEMORANDUM OF UNDERSTANDING**

**Between  
Oxford, Mississippi Board of Aldermen  
and  
Mayor Robyn Tannehill**

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Oxford, Mississippi (“Municipality”) Board of Aldermen (“Board”) and the Mayor of the City of Oxford, Mississippi (“Mayor”), hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

**WHEREAS**, the Board, is designated to accept and administer funds from the federal American Rescue Plan Act (“ARPA”), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the “Act”), Pub. L. No. 117-2 (Mar. 11, 2021);

**WHEREAS**, the Mayor is tasked with overseeing the day to day operations of the Municipality, including but not limited to utilities, specifically drinking water, wastewater, and stormwater projects;

**WHEREAS**, the Board must approve the Municipality’s budget and the Mayor executes the expenditures; and

**WHEREAS**, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

**NOW, THEREFORE**, the Parties agree to the terms and conditions set forth below:

**I. Purpose**

The purpose of this MOU is to memorialize an agreement to obligate the Municipality’s ARPA State and Local Fiscal Recovery Funds (“Funds”) for those purposes set forth in the Subaward Agreement between the City of Oxford and the Mississippi Department of Environmental Quality (“MDEQ”), MDEQ Agreement No. **421-2-DW-5.15** set forth in Attachment “A”, hereby adopted and incorporated by reference herein, along with any current or future modifications thereto (“MDEQ Subaward Agreement”).



## II. Conditions and Scope

The Board agrees to appropriate and the Mayor agrees to expend the Funds to perform the "Scope of Work," as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the "Project" as set forth in Article 2 of the MDEQ Subaward Agreement.

## III. Amount

The Board agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in Article 7.A.ii of the MDEQ Subaward Agreement and the Mayor agrees to expend the Funds in such amount.

## IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

## V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

## VI. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

- a. The Board agrees to provide the Mayor the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.
- b. The Mayor shall expend the Funds in amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.
- c. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.
- d. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.

## VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

Agreed to this on the 20<sup>th</sup> day of August 2024.

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**Board of Aldermen, Pro-Tem Jason Bailey**

Agreed to this on the 20<sup>th</sup> day of August 2024.

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**Mayor Robyn Tannehill**

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI  
COUNTY OF HINDS**

**MDEQ AGREEMENT NO. 421-2-DW-5.15**

**SUBAWARD AGREEMENT**

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City Of Oxford, UEI Number: C6FVY2CCKGH6 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

**1. SOURCE OF FUNDS**

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

**2. PROJECT**

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “County Roads 323, 324, 326, and 412 Water Improvement Project” (the “Project”).

**3. PURPOSE**

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

**4. SCOPE OF WORK**

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

**5. TERMS AND CONDITIONS**

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget

(“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$793,000.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$325,000.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$325,000.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$143,000.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$31,720.00**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Three Hundred Twenty-Five Thousand Dollars and Zero Cents (\$325,000.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

#### 11. **FINAL PAYMENT AND REPORT**

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

#### 12. **FINANCIAL MANAGEMENT AND COMPLIANCE**

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid



to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

### 13. **CONTRACTS**

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

### 14. **APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.<sup>1</sup>

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

## 15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

## 16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

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<sup>1</sup> <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.<sup>2</sup>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).<sup>3</sup>

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<sup>2</sup> <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

<sup>3</sup> <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.<sup>4</sup>

## 21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

## 22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

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<sup>4</sup> <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

### 23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

**Level 1 Interventions.** These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

**Level 2 Interventions.** These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

**Level 3 Interventions.** These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information



requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it 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 Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT'S books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT'S personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT’s performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security (“MDES”) an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ’s satisfaction, MDEQ reserves the right to terminate this Agreement per the “Termination for Convenience” clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:	Attention: MCWI Contract Administration 515 East Amite Street P.O. Box 2249 Jackson, MS 39201 E-mail: MCWIdocuments@mdeq.ms.gov
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If to SUBRECIPIENT:	Attention: Mayor Robyn Tannehill 107 Courthouse Square Oxford, MS 38655 Phone: (662) 236-2306 E-mail: sbrunton@oxfordms.net
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53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]



For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY**

\_\_\_\_\_  
Chris Wells  
Executive Director

\_\_\_\_\_  
Date

**CITY OF OXFORD**

*Robyn Tannehill*  
\_\_\_\_\_  
Mayor Robyn Tannehill  
Signature of Authorized Representative

*Robyn Tannehill*  
\_\_\_\_\_  
Robyn Tannehill  
Printed Name

*Mayor*  
\_\_\_\_\_  
Title

*October 12, 2023*  
\_\_\_\_\_  
Date

## **ATTACHMENT A**

### **PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS**

#### **PROJECT NAME**

**County Roads 323, 324, 326, and 412 Water Improvement Project**

#### **SCOPE OF WORK**

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project includes installation of water pipe, fire hydrants and associated appurtenances along County Roads 323, 324, 326 and 412.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

#### **PROJECT TIMELINE AND REQUIREMENTS**

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. Within 15 days of execution of this Agreement, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. Within 15 days of execution of this Agreement, advertise each construction contract for bids if not already advertised;

- d. No later than 45 days after advertisement for construction bids on each construction contract, receive bids;
- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

## **ATTACHMENT B**

### **SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN**

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

## **ATTACHMENT C**

### **SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES**

#### **1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

#### **2. DEBARMENT AND SUSPENSION**

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it 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;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

#### **3. INDEMNIFICATION**

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

#### **4. RELATIONSHIP STATUS**

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as “vendor”). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

#### **5. ACCESS TO RECORDS**

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

#### **6. RECORD RETENTION AND RIGHT TO AUDIT**

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

#### **7. RIGHT TO INSPECT WORK; SITE ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

#### **8. CONFLICT OF INTEREST**

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.



The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

## **9. COOPERATION AND EVALUATION**

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

## ATTACHMENT D

### ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

#### ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

#### CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.



## OXFORD POLICE DEPARTMENT

**Jeff McCutchen**

*Chief of Police*

**Sheridan Maiden**

*Deputy Chief of Police*

### SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT APPLICATION

In accordance with the City of Oxford, Mississippi Code of Ordinances - Chapter 102, Article XX, Section 102-637- Permit Required, no person shall engage in or conduct any parade or public assembly unless a permit is issued by the Chief of Police.

Application must be submitted to the City Clerk's Office in City Hall at least fourteen (14) days prior to the proposed parade or public assembly. Application fee is due at the time the application is submitted.

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#### I. Applicant Information:

Name: Visit Oxford

Phone Number: 662-232-2477 E-mail Address: kinney@visitoxfordms.com

Address: 1013 Jackson Avenue East

Oxford \ MS \ 38655  
(City) (State) (Zip Code)

Are you submitting this application on behalf of a business or organization?

Yes  No

If yes, please provide the following information about the business/organization:

Name of Business/Organization: \_\_\_\_\_

Director of Business/Organization: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_\\_\_\_\_\_\\_\_\_\_\_  
(City) (State) (Zip Code)

Name of On-Site Contact Person at Event: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

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II. Event Information:

Date: Oct. 25, 2024 Start Time: 4:00am End Time: 11:00pm

Type of Event: Square Jam Session Music Event

Event Location Information:

Starting Point Location: same location as Square Jam basketball game

Finish Line Location: \_\_\_\_\_

Detailed Route: OPD similar detail to usual square jam event- block Jackson and route 13th close inner circle during event.

Other Information: Pocket park and lot behind CH for food trucks

Designation of any City of Oxford Facilities and/or Equipment to be Utilized: \_\_\_\_\_

Vault entertainment for equipment/ Wood security for traffic flow

Number of Expected Participants: 2 bands Number of Expected Spectators: 500-800

Spacing Intervals to be Maintained Between Units: N/A

Description of Attention-Getting Devices, Signs, Banners, or Recording Equipment to be

Used by Event: Stage, Lighting, Banners, sound board, etc.

III. Application Fee:

The application fee is \$25.00, and it must be paid at the time the application is submitted.

IV. Police Protection Fee:

As per Chapter 102, Article XX, Section 102-641- Police Protection, the Chief of Police shall determine whether and to what extent additional police protection is reasonably necessary for the parade or public assembly for traffic control and public safety. If additional police protection is deemed necessary by the Chief of Police, the applicant will be solely responsible for this cost and must remit payment prior to the date of the event.

V. Signatures:

Oct. 25, 2024

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved By: Chief of Police, Oxford Police Department

\_\_\_\_\_  
Date