



**City of Oxford
Board of Aldermen
Special Meeting-BOA
August 22, 2024, 1:00 pm - 2:00 pm
City Hall Courtroom**

DOCUMENTS

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AGENDA

City of Oxford
Board of Aldermen
Special Meeting
Thursday, August 22, 2024, 1:00 pm - 2:00 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 22, 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 approve and authorize the Mayor to sign an MOU with MS Department of Environmental Quality, Agreement No. 49-2-DW-5.15, for the Kroger-Rivers Hill Booster Station Project. (John Crawley)
4. Request permission to approve and authorize the Mayor to sign an MOU with MS Department of Environmental Quality, Agreement No. 77-2-DW-5.15, for the Brittany Woods Water Infrastructure Improvement Project. (John Crawley)
5. Consider an executive session.
6. Adjourn.

If you need special assistance related to a disability, please contact the ADA Coordinator or visit the office at: 107 Courthouse Square, Oxford, MS 38655. (662) 232-2453 (Voice) or (662) 232-2300 (Voice/TTY)

Robyn Tannehill
ROBYN TANNEHILL, MAYOR

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Ward I, Rick Addy, of the foregoing meeting on 8/22/2024 at 9:00 a.m./p.m.

[Signature]

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Ward II, Mark Huelse, of the foregoing meeting on 8/22/2024 at 9:00 a.m./p.m.

[Signature]

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Ward III, Brian Hyneman, of the foregoing meeting on 8/22/2024 at 9:00 a.m./p.m.

[Signature]

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Ward IV, Kesha Howell-Atkinson, of the foregoing meeting on 8/22/2024 at 9:00 a.m./p.m.

[Signature]

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Ward V, Preston Taylor, of the foregoing meeting on 8/22/2024 at 9:00 a.m./p.m.

[Signature]

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Ward VI, Jason Bailey, of the foregoing meeting on 8/22/2024 at 9:00 a.m./p.m.

[Signature]

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman At-Large Mary Martha Crowe of the foregoing meeting on 8/22/2024 at 9:00 a.m./p.m.

[Signature]

MINUTES

City of Oxford
Board of Aldermen
Special Meeting-BOA
Thursday, August 22, 2024, 1:00 pm - 2:00 pm
City Hall Courtroom



- Pursuant to Section 21-3-21, Mississippi Code of 1972 Annotated, I, Robyn Tannehill, Mayor of the City of Oxford, Mississippi, do hereby call the Mayor and Board of Aldermen of Oxford, MS, to a SPECIAL MEETING to be held on **August 22, 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 Thursday, August 22, 2024 in the courtroom of Oxford City Hall when and where the following were present:

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

Mayo Mallette, PLLC- Of Counsel-absent
Ashley Atkinson- City Clerk
Bart Robinson- Chief Operating Officer
Braxton Tullos- Human Resources Director
John Crawley-City Engineer

2. Adopt the agenda for the meeting.

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

3. Request permission to approve and authorize the Mayor to sign an MOU with MS Department of Environmental Quality, Agreement No. 49-2-DW-5.15, for the Kroger-Rivers Hill Booster Station Project. (John Crawley)

It was moved by Alderman Bailey, seconded by Alderman Huelse to approve and authorize the Mayor to sign an MOU with the MS Department of Environmental Quality, Agreement No. 49-2-DW-5.15, for the Kroger-Rivers Hill Booster Station Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

4. Request permission to approve and authorize the Mayor to sign an MOU with MS Department of Environmental Quality, Agreement No. 77-2-DW-5.15, for the Brittany Woods Water Infrastructure Improvement Project. (John Crawley)

It was moved by Alderman Bailey, seconded by Alderman Huelse to approve and authorize the Mayor to sign an MOU with the MS Department of Environmental Quality, Agreement No. 77-2-5.15, for the Brittany Woods Water Infrastructure Improvement Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

5. Consider an executive session.


No action was taken on this item.

6. Adjourn.

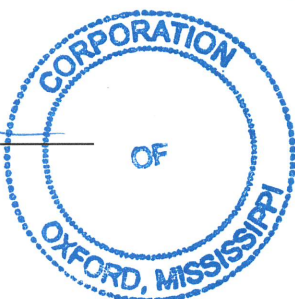
It was moved by Alderman Bailey, seconded by Alderman Huelse to adjourn the meeting. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.



Robyn Tannehill, Mayor



Ashley Atkinson, City Clerk



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. **49-2-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 22nd day of August 2024.

Board of Aldermen, Pro-Tem Jason Bailey

Agreed to this on the 22nd 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. 49-2-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 “Kroger - Rivers Hill Booster Station” (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 **\$762,824.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$320,412.00**;

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 **\$320,412.00**;

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 **\$122,000.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$30,512.96**. 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 Thousand Four Hundred Twelve Dollars and Zero Cents (\$320,412.00)** (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*.¹

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.

¹ <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.²

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).³

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <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.⁴

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

⁴ <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

Kroger - Rivers Hill Booster Station

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 a booster pump station, water distribution piping, electrical controls, generator, 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. 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. 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);

- d. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- e. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- f. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- g. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- h. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- i. 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;
- j. 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.

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. **77-2-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 22nd day of August 2024.

Board of Aldermen, Pro-Tem Jason Bailey

Agreed to this on the 22nd 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. 77-2-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 “Brittany Woods Water Infrastructure Improvement” (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 **\$2,005,951.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$850,000.00**;

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 **\$850,000.00**;

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 **\$305,951.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$80,238.04**. 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 **Eight Hundred Fifty Thousand Dollars and Zero Cents (\$850,000.00)** (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*.¹

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.

¹ <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.²

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).³

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <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.⁴

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

⁴ <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

Brittany Woods Water Infrastructure Improvement

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 replacement and installation of water pipe, valves, fire protection, and associated appurtenances within the Brittany Woods Subdivision and adjacent Canon Road.

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. 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);

- d. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- e. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- f. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- g. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- h. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- i. 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;
- j. 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.



**City of Oxford
Board of Aldermen
Regular Meeting-BOA
September 3, 2024, 5:00 pm - 7:00 pm
City Hall Courtroom**

DOCUMENTS

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Consider contract with McCarty Architects for professional services	
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MINUTES

City of Oxford
Board of Aldermen
Regular Meeting-BOA
Tuesday, September 3, 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, September 3, 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

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 Hyneman, seconded by Alderman Addy to adopt the agenda with the addition of items 6a(iv), 6c(viii), and 28. 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 20, 2024 and the Special Meeting on August 22, 2024. (Ashley Atkinson)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Taylor to approve the minutes of the Regular Meeting on August 20, 2024 and the Special Meeting on August 22, 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 Crowe to approve the accounts for all city departments including a claims docket showing General Fund claims numbered 133020-133174 and ACHs 92-95, Trust & Agency claims numbered 51278-51353 and ACHs 79-82, Water & Sewer claims numbered 39368-39412 and ACHs 198-199, Metro Narcotics claims numbered 9088-9102 and ACHs 38-39, OPC Activity Fund claims numbered 3603-3614,

and totaling \$2,741,504.85. 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 4 broken meter poles and 2 IPS meter housings surplus in the Oxford Police Department-Parking Division and authorize their disposal. (Jeff McCutchen)
- ii. Request permission to declare a long wheel base truck bed from a 2024 Dodge 2500 and a 2007 Dodge Durango with VIN1D8HD38PX7F551250 surplus in the Oxford ARC Department and authorize their disposal. (Kelli Briscoe)
- iii. Request permission to declare a 2008 Ford F150 with VIN 1FTRX12W88FB20843, a 2006 Ford F150 with VIN 1FTRX12W16NB01943, and an ISCO Compositor 4700 surplus in the Oxford Utilities-Water & Sewer Division and authorize their disposal. (Rob Neely)
- iv. Request permission to transfer a 2008 Dodge Durango with VIN 1D8HD48NX8F154918 from Development Services-Administration to Development Services-Building Department. (Johnathan Mizell)

b. Grants:

- i. Request permission to accept the FY2025 402 Police Traffic Services Grant in the amount of \$21,960.50. (Jeff McCutchen)
- ii. Request permission to accept the FY2025 405D Alcohol and Drug Impaired Driving Grant in the amount of \$162,006.92. (Jeff McCutchen)
- iii. Request permission to accept the FY2024 Homeland Security Grant in the amount of \$68,375.00. (Jeff McCutchen)

c. Human Resources:

- i. Request permission to approve Brian Lopez, Christopher Warren, Sierra Mitchell, Julianna Hays, and Jordan McGirr as unpaid interns for the 2024 Fall Semester in the Oxford Police Department. (Braxton Tullos)
- ii. Request permission to accept the resignation of Part-Time Reserve Officer Michael Logan and Full-Time Patrol Officer Jim Littlejohn in the Oxford Police Department, effective September 4, 2024. (Braxton Tullos)
- iii. Request permission to hire Clairborne (Fletcher) Atkingon and Wesley Kilpatrick as seasonal employees at mTrade Park, each with an hourly rate of \$9.25. (Braxton Tullos)
- iv. Request permission to accept the retirement of Kristie DePriest in the Oxford Utilities-Electric Division, effective August 29, 2024. (Braxton Tullos)
- v. Request permission to approve the promotion Kantress Evans to Customer Services Director in the Oxford Utilities-Electric Division, with a new annual salary of \$53,919.22. (Braxton Tullos)
- vi. Request permission to accept the resignation of Benjamin Gardner in the Oxford ARC, effective August 15, 2024. (Braxton Tullos)
- vii. Request permission to approve Jennifer DuBois as an unpaid intern for the Oxford ARC. (Braxton Tullos)
- viii. Request permission to hire Malik Isom as a Seasonal Laborer in the Environmental Services Department with an hourly rate of \$15.00. (Braxton Tullos)
- ix. 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. Adopt a proclamation for American Pharmacists Month-October 2024.
- iii. Request permission to accept donations on behalf of the Oxford ARC. (Kelli Briscoe)

e. Travel Requests:

- i. Request permission for two employees to attend the MS Tourism Association Annual Conference in Hattiesburg, MS on October 2-4, 2024 at an estimated cost of \$2,356.76. (Micah Quinn)
- ii. Request permission for an employee to attend CIT Dispatch Training on September 10-11, 2024 in Tupelo, MS at no cost to the City. (Jeff McCutchen)

- iii. Request permission for two employees to attend the FBINA Graduation on September 11-12, 2024 in Prince William County, VA at an estimated cost of \$2,041.00. (Jeff McCutchen)
- iv. Request permission for an employee to attend Sexual Assault Tracking System training on September 12, 2024 in Oxford, MS at no cost to the City. (Jeff McCutchen)
- v. Request permission for three employees to attend the 2024 Building Officials Conference in Natchez, MS on December 4-6, 2024 at an estimated cost of \$3,162.00. (Joey Gardner)
- vi. Request permission for two employees to attend a community event at the Way Truth and Life Baptist Church in Oxford on September 14, 2024 at no cost to the City. (Nickie Denley)
- vii. Request permission for three employees to attend the MsRWA Fall Training Session in Tupelo, MS on October 15-17, 2024 at an estimated cost of \$750.00. (Rob Neely)
- viii. Request permission for an employee to attend the Animal Protection and Wellness Expo in Alpharetta, GA on October 17-20, 2024 at an estimated cost of \$1,150.00. (Kelli Briscoe)

7. Discuss privacy screening at the cemetery.

The Board discussed privacy screening at the cemetery and it was moved by Alderman Hyneman, seconded by Alderman Addy to get an additional quote on option #7 (on the list presented by Mark Levy) with the shadow box effect. All the aldermen present voting aye, Mayor Tannehill declared the motion carried. This discussion will be continued at the next meeting.

8. Public hearing for FY 2024-2025 budget. (Ashley Atkinson)

City Clerk, Ashley Atkinson, presented the proposed budget for FY 2024-2025. No increase in the mill rate is proposed and no comments were received from the public. The budget will be adopted on Thursday, September 12, 2024 at 3:30pm.

9. Consider an appointment to the Oxford Tourism Board.

It was moved by Bailey, seconded by Alderman Addy to appoint Rob Forster to the Oxford Tourism Board. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

10. Request permission to renew the Employment Practice Liability Insurance for Oxford-University Transit System. (Donna Zampella)

It was moved by Alderman Bailey, seconded by Alderman Huelse to renew the Employment Practice Liability Insurance for Oxford-University Transit System. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Huelse to amend the agenda to add item 11. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

11. Request permission to accept a Multi-Modal grant for the Oxford-University Transit System, in the amount of \$29,500.00, for the renovation of an upstairs room at the main office. (Donna Zampella)

It was moved by Alderman Bailey, seconded by Alderman Hyneman to accept a Multi-Modal grant for the Oxford-University Transit System, in the amount of \$29,500.00, for the renovation of an upstairs room at the main office. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

12. Request permission to advertise for bids for cameras for the downtown area. (Shane Fortner)

It was moved by Alderman Addy, seconded by Alderman Huelse to advertise for bids for cameras for the downtown area. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

13. Request permission to change Chapter 102-704 Section 2(2) to require that the sign contain the following words: "Unauthorized vehicles will be towed away at the owner's expense." or "Unauthorized vehicles will be towed at the owner's expense.". (Jeff McCutchen)

It was moved by Alderman Hyneman, seconded by Alderman Crowe to approve an administrative correction to Ordinance 2024-5, Chapter 102-704 Section 2(2) to require that the sign contain the following words: "Unauthorized vehicles will be towed away at the owner's expense." or "Unauthorized vehicles will be towed at the owner's expense." All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

14. First reading of an Ordinance amending Chapter 87, Article III, Junk Vehicles and Appliances. (Jeff McCutchen)

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

15. Request permission to approve a Parade/Assembly Permit for the Communications Workers of America to host a strike on September 4-14, 2024 from 7:00am-2:00pm. (Jeff McCutchen)

It was moved by Alderman Bailey, seconded by Alderman Howell-Atkinson to approve a Parade/Assembly Permit for the Communications Workers of America to host a strike on September 4-14, 2024 from 7:00am-2:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

16. Request permission to approve a Parade/Assembly Permit for Bradley Rayner to host an Awareness Walk on October 20, 2024 from 2:00pm-4:00pm. (Jeff McCutchen)

It was moved by Alderman Addy, seconded by Alderman Hyneman to approve a Parade/Assembly Permit for Bradley Rayner to host an Awareness Walk on October 20, 2024 from 2:00pm-4:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

17. Request permission to change the job description for Firefighters; to require that they be an EMT prior to being promoted to Lieutenant or higher rankings. (Joey Gardner)

It was moved by Alderman Addy, seconded by Alderman Bailey to change the job description for Firefighters; to require that they be an EMT prior to being promoted to Lieutenant or higher rankings. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

18. Request permission to update the EMT & Paramedic Policy for the Oxford Fire Department. (Joey Gardner)

It was moved by Alderman Addy, seconded by Alderman Bailey to update the EMT & Paramedic Policy for the Oxford Fire Department, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

19. Request permission to update the Probationary testing requirements for newly hired Firefighters in the Oxford Fire Department. (Joey Gardner)

It was moved by Alderman Huelse, seconded by Alderman Bailey to update the Probational testing requirements for newly hired Firefighters in the Oxford Fire Department, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

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

21. Consider a contract with A2H for the extension of the walking trail at Woodlawn Davis Park. (Mark Levy)

It was moved by Alderman Huelse, seconded by Alderman Hyneman to approve a contract with A2H for the extension of the walking trail at Woodlawn Davis Park. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

22. Consider a contract with Howorth and Associates for professional services related to renovations at City Hall. (Mark Levy)

It was moved by Alderman Hyneman, seconded by Alderman Bailey to approve a contract with Howorth and Associated for professional services related to renovations at City Hall. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

23. Consider a contract with McCarty Architects for professional services related to renovations at the current OPD Building on Molly Barr Road. (Mark Levy)

It was moved by Alderman Addy, seconded by Alderman Bailey to approve a contract with McCarty Architects for professional services related to renovations at the current OPD Building on Molly Barr Road. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

24. Consider Change Order #1 from DC Services for asphalt repair at the new Oxford Police Station. (Mark Levy)

It was moved by Alderman Huelse, seconded by Alderman Crowe to approve Change Order #1, in the amount of \$17912.20, from DC Services for asphalt repair at the new Oxford Police Station. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

25. Consider the transfer of a license agreement for the use of outdoor space from HBC Enterprise to Old Henry Hotel, LLC. (Mark Levy)

It was moved by Alderman Hyneman, seconded by Alderman Addy to approve the transfer of a license agreement for the use of outdoor space from HBC Enterprise to Old Henry Hotel, LLC. This transfer does not change the price or term of the previous license. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

26. Request permission to advertise for RFPs (Request for Proposals) for a figurative sculpture at the Morgan Family Park on North Lamar Blvd. (Mark Levy)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Addy to advertise for RFPs for figurative sculpture at the Morgan Family Park on North Lamar Blvd. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

27. 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 Crowe 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.

Alderman Bailey recused himself and left the meeting at this time.

28. Consider a request from The Magnolia Collection to close Tyler Avenue at South 14th Street and the entrance to the Harrison Avenue parking lot for an extended period of time to facilitate the construction of a hotel at that location. (John Crawley)

The Board heard from Johnathan Hill, representing Century Construction, about their request to close Tyler Avenue at South 14th Street and the entrance to the Harrison Avenue parking lot for up to 18-20 months during the construction of a hotel in that area. The Board stated that a closure of that length was not an option but they would consider intermittent closures, as needed, to facilitate the use of a crane to set the walls of the structure. Johnathan understood and said he would take that information back to his employer. No action was taken at this time.

29. Consider an executive session.

It was moved by Alderman Crowe, seconded by Alderman Howell-Atkinson to consider an executive session for personnel issues, matters related to potential litigation, and a matter related to property ownership. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

Alderman Bailey returned to the meeting.

It was moved by Alderman Bailey, seconded by Alderman Huelse to enter into an executive session for personnel issues in the Oxford Utilities Department, Oxford Fire Department, Oxford Police Department, and Oxford ARC Department and matters of potential litigation related to a liability claim, a construction contract, a proposed ordinance, and a matter related to property ownership of an unopened street. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

It was moved by Alderman Addy, seconded by Alderman Bailey to accept the resignation of Oxford Fire Department employee, Jeremy McIntosh, effective immediately. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Addy, seconded by Alderman Crowe to accept the resignation of Oxford Police Department employee, Hayden Gibbons, effective immediately. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

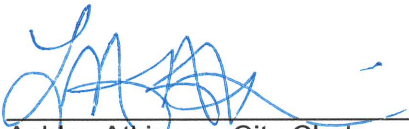
It was moved by Alderman Crowe, seconded by Alderman Hyneman to approve a 3% salary adjustment for Oxford Utilities employee, Wes Sneed. The adjustment was left off of the previous salary list that was discussed and approved during previous budget meetings. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

30. Recess to meet on Thursday, September 12, 2024 at 3:30pm.

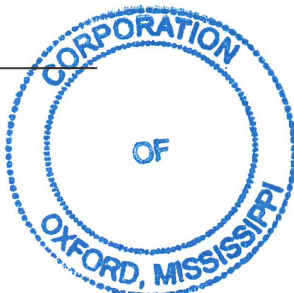
It was moved by Alderman Hyneman, seconded by Alderman Howell-Atkinson to recess the meeting until Thursday, September 12, 2024 at 3:30pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.



Robyn Tannehill, Mayor



Ashley Atkinson, City Clerk





THE CITY OF
OXFORD

SURPLUS FORM

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

Date of Request: 8/20/24

Department that owns Fixed Asset: OPD - parking (P.A.G.E.)

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

Physical Location of Asset: parking garage office

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

<u>3</u>	<u>IPS</u>	<u>Some covers</u>	<u>2016</u>
	Make	Model	Year
	<u>N/A</u>		<u>Brown</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:

4 Meter key pads (Broken)

2 IPS meter housings (Broken)

Name of Person Submitting Surplus Request: Lt. David Sabin

Date Approved by BOA: _____



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OXFORD**

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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: 9/3/24

Department that owns Fixed Asset: OARC

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

Physical Location of Asset: OARC

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

<u>Dodge</u>	<u>2500</u>	<u>2500</u>	<u>2024</u>
Make		Model	Year
<u>3C6UR4HJ3RG130382</u>		<u>white</u>	
VIN / Serial Number		Color	

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

Description of Tool (including brand): truck bed

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

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

long wheel base truck bed ONLY

Name of Person Submitting Surplus Request: Kelli Bhiscoe

Date Approved by BOA: _____



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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: 9/3/24

Department that owns Fixed Asset: OARC

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

Physical Location of Asset: OARC

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

Dodge Durango 2007
Make Model Year
1D8HD38P0X7F551250 White
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:

Name of Person Submitting Surplus Request: Kelli Briscoe

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

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

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

Please see attached surplus forms for item descriptions, which include two service trucks that belong to the water division and equipment from the WWTP. These trucks have been replaced and we'd like permission to list on Govdeals.com. According to the water superintendent, they are very little future use due to constant repairs.



THE CITY OF
OXFORD

SURPLUS FORM

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

Date of Request: _____

Department that owns Fixed Asset: Oxford Utilities

Fixed Asset Tag Number (If item is not tagged, please put N/A): 02183

Physical Location of Asset: Water/Sewer Dept

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

Ford \ F150 \ 2008

Make

Model

Year

1FTRX12W88FB20843 \ 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:

Name of Person Submitting Surplus Request: Kenny House

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: _____

Department that owns Fixed Asset: Oxford Utilities

Fixed Asset Tag Number (If item is not tagged, please put N/A): 02168

Physical Location of Asset: Water/Sewer Dept.

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

Ford \ F150 \ 2006

Make

Model

Year

1FTRX12W16N801943 \ 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:

Name of Person Submitting Surplus Request: Kenny House

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: August 28, 2024
Department that owns Fixed Asset: Oxford Utilities - Wastewater Treatment Plant
Fixed Asset Tag Number (If item is not tagged, please put N/A): 04078
Physical Location of Asset: Wastewater Treatment Plant

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

Make	Model	Year
VIN / Serial Number	Color	

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

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

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

ISCO compositor 4700 - influent compositor
for wastewater treatment plant. Sampler
ID: 1244883383

Name of Person Submitting Surplus Request: Perry L. Rogers, Superintendent

Date Approved by BOA: _____

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

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

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

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

_____	_____
Authorizing Official’s Signature (Mayor, Board President, Commissioner, Director)	Date
sign in blue ink	
Robyn Tannehill	Mayor
Print Authorizing Official’s Name	Authorizing Official’s Title

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

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

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

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

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

<hr/>	
Authorizing Official's Signature <small>sign in blue ink</small>	Date
(Mayor, Board President, Commissioner, Director)	
Robyn Tannehill	Mayor
<hr/>	
Print Authorizing Official's Name	Authorizing Official's Title

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the City of Oxford/Oxford Police Department
(Governing Body of Unit of Government)

Herein called the "SUB-GRANTEE" has thoroughly considered the problem addressed in the application (Program Source) **402 POLICE TRAFFIC SERVICES** and has reviewed the project described in the agreement; and

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

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

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

FOLLOWS:

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. Robyn Tannehill, Mayor
(Name and Title of Representative) is authorized to accept, on behalf of the Sub-Grantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of \$ \$21,960.50 to be made to the Sub-Grantee defraying the cost of the project described in the award.
(Federal Dollar Requested)
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)

DONE AND ORDERED IN OPEN MEETING BY Robyn Tannehill, Mayor
(Chairman of Board/Mayor)

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

Date: _____

Seal (City/County Seal is required)

Attest: _____

By: _____
(Blue Ink)

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

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

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

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

Organization Name: City of Oxford/Oxford Police Department

Mailing Address: 715 Molly Barr Rd

City: Oxford Zip Code: 38655

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

Email Address: jmccutchen@oxfordpolice.net

Signature of Designated Secondary Signatory Official: _____
Chief signature sign in blue ink

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

Signature: _____ Title: Mayor
sign in blue ink (Authorizing Official) Mayor signature

**Mississippi Office of Highway Safety
Fiscal Control and Fund Accounting Procedures**

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

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

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

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

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

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

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

<hr/> <p style="text-align: center; color: blue;">sign in blue ink</p> <p>Authorizing Official's Signature (Mayor, Board President, Commissioner, Director)</p> <hr/> <p>Robyn Tannehill</p> <hr/>	<hr/> <p style="text-align: center;">Date</p> <hr/> <p style="text-align: center;">Mayor</p> <hr/>
Print Authorizing Official's Name	Authorizing Official's Title



**MISSISSIPPI
Office of Highway Safety**

August 7, 2024

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

Project Number: PT-2025-PT-22-51
Funding Source and Title: 402 Police Traffic Services

Dear Mayor Tannehill:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and Oxford Police Department Grant Agreement for the Fiscal Year 2025. Your agency has been approved for 402 Police Traffic Services funding, in the amount of **\$21,960.50**, pending final review and approval by NHTSA in the FY25 Highway Safety Plan.

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

All FY25 grant activities begin October 1, 2024 and must be concluded by September 30, 2025. In addition, the FY25 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 14, 2025.

Please thoroughly read the Grant Agreement, Certifications and Assurances, Fiscal Control and Fund Accounting Procedures, as changes have been made for FY25. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on September 6, 2024.** Please make sure that you complete items 1-9 in their entirety and all documents are an **original signature signed in BLUE ink** by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.).

1. Signature Page
2. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
3. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
4. Assurance of Understanding Requirement for Sub-grantees
5. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
6. Designation of Secondary Signatory Official Form (If Applicable)
7. MOHS Fiscal Control and Fund Accounting Procedures
8. Enclose a copy of your agency's **Leave policy** (policy should include personal and/or vacation, sick, holiday, and military leave)
9. Enclose a copy of your agency's **Overtime Policy** and a **Payroll Schedule** (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2024–September 30, 2025)

Mississippi Office of Highway Safety P.O. Box 1633, Canton, Mississippi 39046

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

**Mississippi Office of Highway Safety
Attn: Leslie M. Travis, Bureau Director
P.O. Box 1633
Canton, Mississippi 39046**

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

Sincerely,



Leslie Travis, Bureau Director of Programs
Mississippi Office of Highway Safety
Mississippi Department of Public Safety Planning

FY25 MOHS GRANT AGREEMENT

MS Office of Highway Safety

P.O. Box 1633

Canton, MS 39046

Phone: (601) 391-4900

1. Sub-grantee's Name & Mailing Address: City of Oxford Oxford Police Department 715 Molly Barr Road Oxford, MS 38655 Telephone Number: (662) 232-2400 E-Mail: MississippiTIDE@oxfordpolice.net		2. Effective Date of Grant: October 1, 2024 3. Subgrant Number: PT-2025-PT-22-51 4. Grant Identifier (Funding Source & Year): 402 Police Traffic Services FY25 5. Beginning and Ending Dates: October 1, 2024 – September 30, 2025 6. Subgrant Payment Method: <input checked="" type="checkbox"/> Cost Reimbursement Method				
7. CFDA # - 20.600		8. UEI # - C6FVY2CCKGH6		9. Congressional District: 1		
10. A: FAIN #: 69A37521300004020MS0 69A37522300004020MS0 69A37523300004020MS0		11.A: Initial Federal Award Date: 11/10/2020 12/15/2021 11/30/2022		11.C: Additional Federal Award Date:		
10.B. Federal Awarding Agency: NHTSA		11.B: Secondary Federal Award Date:		12. Research and Development Grant: ___ Yes <input checked="" type="checkbox"/> No Continuation Grant: <input checked="" type="checkbox"/> Yes ___ No		
13. The following funds are obligated:						
A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH		D. RATIO%
(1) Personal Services-Salary	\$21,960.50	(1) Federal	\$21,960.50			
(2) Personal Services-Fringe	\$0.00	(2) State				
(3) Contractual Services	\$0.00	(3) Local				
(4) Travel	\$0.00	(4) Other				
(5) Equipment	\$0.00	Total:	\$21,960.50			
(6) Commodities	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:				
(7) Indirect Costs	\$0.00	Number of Grants: 3	402PT	405D	405D Training	TOTAL
TOTAL	\$21,960.50	TOTAL:	\$21,960.50	\$162,006.92	\$628,440.75	\$812,408.17
<p>The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances; Designation of Secondary Official (If Applicable); Fiscal Control and Fund Accounting Procedures.</p> <p>All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.</p>						
14. Approved for Grantee:				15. Approved for Sub-Grantee:		
Signature		Date		Signature		Date
Name: Helen Porter		Title: Office Director, MS Office of Highway Safety		Name: Robyn Tannehill		Title: Mayor, City of Oxford

FY25 Sub-Grantee Project Description (Law Enforcement):

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the PTS program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY25.

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

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

FY25 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: City of Oxford/Oxford Police Department

List the target(s) that the sub-grantee will accomplish during the FY25 grant year. Performance measures should be set to help the sub-grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of **Oxford Police Department** will maintain the number of unbelted fatalities from 3 in 2021 to 3 by the end of 2025.

The jurisdiction/agency of **Oxford Police Department** will maintain the number of unbelted injuries from 18 in 2021 to 18 by the end of 2025.

The jurisdiction/agency of **Oxford Police Department** will maintain the number of speed fatalities from 0 in 2021 to 0 by the end of 2025.

The jurisdiction/agency of **Oxford Police Department** will maintain the number of speed injuries from 34 in 2021 to 34 by the end of 2025.

Performance Measures:

Increase the number of grant funded Seatbelt citations from 218 in FY23 to **248** in FY25.

Maintain the number of grant funded Child Restraint citations from 27 in FY23 to **27** in FY25.

Increase the number of grant funded Speed citations from 119 in FY23 to **127** in FY25.

Strategies:

Overtime Enforcement

4 Checkpoints

8 Saturation Patrols

Generate Earned Media

Publicize patrol activities results (after occurrence)

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced PT enforcement: Click It or Ticket – Memorial Day

Participate in the State blitz campaigns with enhanced PT enforcement: Christmas/New Year's, Super Bowl, 4th of July, Labor Day

FY25 MOHS TASKS BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS
<p>List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.</p>
<p>1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)</p> <p>Conduct not less than <u>1</u> checkpoints during quarter.</p> <p>Conduct not less than <u>2</u> saturation patrols during quarter.</p> <p>Issue a minimum of <u>62</u> Seat Belt citations during quarter, to reach a goal of <u>248</u> for FY2025.</p> <p>Issue a minimum of <u>6</u> Child Restraint citations during quarter, to reach a goal of <u>27</u> for FY2025.</p> <p>Issue a minimum of <u>31</u> Speed citations during quarter, to reach a goal of <u>127</u> for FY2025.</p> <p>Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)</p> <p><u>Additional Tasks:</u> Participate in the State Christmas/New Year’s blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.</p>
<p>Projected Expenditures for 1st Quarter: \$5,490.12</p>

FY25 MOHS TASK BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Conduct not less than 1 checkpoints during quarter.

Conduct not less than 2 saturation patrols during quarter.

Issue a minimum of 62 Seat Belt citations during quarter, to reach a goal of 248 for FY2025.

Issue a minimum of 6 Child Restraint citations during quarter, to reach a goal of 27 for FY2025.

Issue a minimum of 31 Speed citations during quarter, to reach a goal of 127 for FY2025.

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

Additional Tasks:

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

Projected Expenditures for 2nd Quarter: \$5,490.12

FY25 MOHS TASK BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
<p>List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.</p>
<p>3RD QUARTER (APRIL, MAY & JUNE)</p> <p>Conduct not less than <u>1</u> checkpoints during quarter.</p> <p>Conduct not less than <u>2</u> saturation patrols during quarter.</p> <p>Issue a minimum of <u>62</u> Seat Belt citations during quarter, to reach a goal of <u>248</u> for FY2025.</p> <p>Issue a minimum of <u>8</u> Child Restraint citations during quarter, to reach a goal of <u>27</u> for FY2025.</p> <p>Issue a minimum of <u>33</u> Speed citations during quarter, to reach a goal of <u>127</u> for FY2025.</p> <p>Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)</p> <p><u>Additional Tasks:</u> Participate in the National Click It or Ticket Memorial Day blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.</p>
<p>Projected Expenditures for 3rd Quarter: \$5,490.13</p>

FY25 MOHS TASK BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
<p>List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.</p>
<p>4TH QUARTER (JULY, AUGUST & SEPTEMBER)</p> <p>Conduct not less than <u>1</u> checkpoints during quarter.</p> <p>Conduct not less than <u>2</u> saturation patrols during quarter.</p> <p>Issue a minimum of <u>62</u> Seat Belt citations during quarter, to reach a goal of <u>248</u> for FY2025.</p> <p>Issue a minimum of <u>7</u> Child Restraint citations during quarter, to reach a goal of <u>27</u> for FY2025.</p> <p>Issue a minimum of <u>32</u> Speed citations during quarter, to reach a goal of <u>127</u> for FY2025.</p> <p>Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)</p> <p><u>Additional Tasks:</u> Participate in the State 4th of July and Labor Day blitz campaign with enhanced PT and earned media with at least one (1) newspaper, television, social media or radio presentation.</p>
<p>Projected Expenditures for 4th Quarter: \$5,490.13</p>

FY25 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Oxford/Oxford Police Department				
2. Subgrant Number: PT-2025-PT-22-51	3. Grant ID: 402 Police Traffic Services	4. Beginning: October 1, 2024	5. Ending: September 30, 2025	
6. Activity: Police Traffic Services Enforcement				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary	Officers over-time or regular time above and beyond normal work hours @ approx. \$46.22 per hour X @ approx. 439 hrs = \$20,290.58 Dispatcher over-time or regular time above and beyond normal work hours @ approx. \$34.79 per hour X @ approx. 48 hrs = \$1,669.92 Total Salaries = \$21,960.50	\$21,960.50		\$21,960.50

TOTALS	\$21,960.50	\$0.00	\$21,960.50
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Mississippi Office of Highway Safety

FY25 Agreement of Understanding and Compliance

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

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

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

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

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

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

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

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

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

right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.

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

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

II. ON-SITE MONITORING AND EVALUATION

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

III. PROPERTY AGREEMENT

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

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

IV. STAFFING

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

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

V. GENERAL PROJECT REQUIREMENTS

A. Agreements, Modifications and Revisions

- The Sub-grantee must return original copies of agreements, modifications, and revisions to MOHS physical address. All original documents require an **original signature signed in BLUE ink** by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.). MOHS will not accept a secondary signatory official signature or initials.
- In the fully executed grant agreement, the Cost Summary Support Sheet details all allowable cost for which MOHS approved and will reimburse an agency. Any cost not listed in the fully executed grant agreement and/or an approved modification/revision will not be reimbursed.
- All recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302. from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.
- No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety signed by the Authorized Signatory Official. Changes to the Agreement will not be effective, until both parties have executed the modification.

- B. Any change to out-of-state travel approved in the Grant Agreement, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
- Out of State Travel - All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - All federal funded **in state travel** requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - Meals can only be claimed with an overnight hotel stay.
 - In State Travel – Hotel rates must be based on DFA travel policy for State agencies. Non-State agencies hotel rates must follow the agency’s current travel policy.
 - Meal cost, taxes, and fees (credit card, delivery, service, etc.) are approved cost included in the allocated amount under travel in the grant agreement. Because these costs are associated with travel and needed to carry out project activities, they are considered allowable, reimbursable cost for meals. The amount allowed for individual meals should not exceed the daily maximum reimbursement rate approved in the grant agreement.
 - Fares, fees, and surcharges for taxi, shuttle, airport transportation services, ride sharing services (Uber, Lyft, etc.) to and from a hotel are allowable and require an itemized receipt. The amount allowed for transportation should not exceed the maximum reimbursement amount approved in the grant agreement. Fuel surcharges are only allowable on any ride sharing service if no surcharges are applied for paying with a credit card.
 - MOHS reimburse travel according to Section 25-3-41, Mississippi Code of 1972, establishes guidelines for travel reimbursement of the State of Mississippi, and of any department, institution, board or commission thereof. It also provides that the Mississippi Department of Finance and Administration (DFA) shall promulgate rules and regulations to effectuate economies for all expenses authorized under this section. All rules and regulations contained herein apply to all MOHS sub-grantees.
- C. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- D. No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety. Changes to the Agreement will not be effective, until both parties have executed the modification.
- E. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (60) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.
- F. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.
- G. Sub-Grantee **must complete** the Authorized Official or Local Government Resolution included within this Agreement, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the costs of the project described in the award. **Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.**

- H. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy (Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)
- I. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
 - Agency Leave policy (personal and/or vacation, sick, holiday, and military); and
 - Agency Overtime Policy
 - Fiscal Control and Fund Accounting Procedures
 - Pursuit Policy (Law Enforcement Only)
 - In-Direct Cost Agreement (If Applicable)
- J. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.
- K. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding \$1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.
- L. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- M. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
 - The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.

- H. Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.
- I. Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.
- J. Project Commencement: Unless otherwise indicated within the grant agreement, sub-grantee program activity will begin within **(30) days of the approved start date**, after signed approval of the grant agreement by the MOHS Director. If program activity does not begin within this time period, the program may be subject to cancellation and funds may be reallocated.

VI. UNALLOWABLE COST

The provisions stated in the following section serve as a guide in describing costs that are **not allowable** for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:

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

Examples of office furnishings and fixtures

- | | | |
|-------------|------------------|------------------------|
| • Desk | • Credenza | • Storage Cabinet |
| • Chair | • Bookcase | • Portable Partition |
| • Table | • Filing Cabinet | • Picture, Wall Clock |
| • Shelving | • Floor covering | • Draperies & Hardware |
| • Coat Rack | • Office Planter | • Fixed Lighting/Lamp |
- Land (except for Section 2010 motorcycle safety grant funds used to purchase facilities which includes the purchase of land.)

B. Unallowable Equipment Costs:

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available.)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds. (23 U.S.C. 402(c)(4)(A) and 23 CFR Part 1300.13(c)).
- Radars or other speed measuring devices using Impaired Driving Countermeasures and Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs:

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

D. Program Administration:

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

E. Lobbying:

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

F. Additional Items Unallowable:

- Cell phones and guns are ***not*** allowable for purchase with these funds under any circumstances.
- Costs for equipment purchases exceeding \$5,000.00, must have prior approval from NHTSA. The MS Office of Highway Safety will obtain the approval letter and provide a copy to the Sub-Grantee.
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
 - (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
 - (2) Alcohol testing; and
 - (3) Mobile video systems.
- The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.

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

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

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

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

- TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.*), AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Sub-Grantee—

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

POLITICAL ACTIVITY (HATCH ACT)

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

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

CERTIFICATION REGARDING FEDERAL LOBBYING

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

RESTRICTION ON STATE LOBBYING

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

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

Instructions for Primary Certification (Sub-Grantees)

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

eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (<https://www.sam.gov>)

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

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

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

Instructions for Lower Tier Certification

- i. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- ii. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- iii. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

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

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

BUY AMERICA ACT

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

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

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

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

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

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

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

1. Sub-Grantee with a LEL Network Coordinator Grant **must hold** a LEL Troop Network meeting to promote State/County/Local networking for the national blitz campaigns, blitz reporting, and PI&E efforts. **(LEL Coordination Sub-Grantees Only)**
2. Sub-Grantee with a LEL Network Coordinator Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. **(LEL Coordination Sub-Grantees Only)**
3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.
4. Sub-Grantee **will engage** in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a blitz form reporting the total number of checkpoints, saturation patrols, arrests and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.

6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national blitz campaign events and must submit documentation after the occurrence as required by MOHS.
7. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols.
 - Unusual incidents of alcohol/ drug related crashes/fatalities;
 - Alcohol/ drug impaired driving violations;
 - Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed);
 - Any other documented alcohol/ drug related vehicular incidents;
 - Citation data related to restrained and unrestrained occupants;
 - Unusual incidents of unbelted crashes/fatalities
 - Seatbelt/Child restraint violations;
 - Unusual incidents of teen crashes/fatalities; and
 - Unusual incidents of speed crashes/fatalities.

DUI/Impaired Compliance

High Visibility Enforcement (HVE) and Public Information and Education (PI&E)

Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154),

and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement

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

- Sub-Grantee **agrees and commits** to have the Individual Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired enforcement to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.
- Individual DUI/Impaired Officer(s) shift hours **will include 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday and Sunday.**
- Overtime hours for DUI/Impaired Enforcement **will include 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday, and Sunday.**
- Proper justification may be requested by MOHS regarding **other dates or time periods** within the jurisdiction for needed enforcement outside the above shifts.
- Specific DUI/Impaired activities in which the Individual Officer(s) (if applicable) and/or other officers assigned to work enforcement **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.
- The Sub-Grantee must participate in the National Drive Sober or Get Pulled Over campaigns endorsed by the National Highway Traffic Safety Administration.
- The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.

- The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the State campaigns.
- The Sub-Grantee **will generate** earned media (example: press conference, tv, social media, radio or print news articles) either before, during, or after national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

Blitz Campaigns – Enforcement Grant: Sub-grantees are to conduct enhanced enforcement during blitz periods based on their funding source. Each sub-grantee funded under 154 Alcohol and 405d Alcohol and Drug Impaired Driving grant funds must participate in the National Blitz Campaigns for Drive Sober or Get Pulled Over with enhanced DUI enforcement.

National Drive Sober or Get Pulled Over campaign with enhanced enforcement: Christmas/ New Year’s
 National Drive Sober or Get Pulled Over campaign with enhanced enforcement: Labor Day
 State blitz campaigns with enhanced enforcement: Super Bowl, Memorial Day, 4th of July

Blitz Campaigns – PI&E Grant: Sub-grantees are to collaborate with law enforcement for the National Drive Sober or Get Pulled Over campaigns and State campaigns and generate earned media with at least one (1) newspaper, television, social media or radio presentation.

Occupant Protection/Police Traffic Services
High Visibility Enforcement (HVE) and Public Information and Education (PI&E)
Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

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

- Occupant Protection/Police Traffic Services activities which STEP officers working overtime **will include** checkpoints, saturation patrols and other 402 OP/PT specific enforcement activities as designated.
- Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week.
- Sub-Grantee **will submit** HVE blitz forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign. Failure to comply with this requirement may result in the delay of reimbursement payments.
- Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

- The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.

Blitz Campaigns – Enforcement Grant: Sub-grantees are to conduct enhanced enforcement during blitz periods based on their funding source. Each sub-grantee funded under 402 Occupant Protection and Police Traffic Services grant funds must participate in the National Blitz Campaigns for Click It or Ticket with enhanced OP or PTS enforcement.

National Click It or Ticket campaign with enhanced enforcement: Memorial Day
State blitz campaigns with enhanced enforcement: Christmas/New Year's, Super Bowl, 4th of July, Labor Day

Blitz Campaigns – PI&E Grant: Sub-grantees are to collaborate with law enforcement for the National Click It or Ticket campaign, State campaigns and Child Passenger Safety week and generate earned media with at least one (1) newspaper, television, social media or radio presentation.

Audit Requirements:

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

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

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

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

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

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

(f) *Sub-recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The

payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

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

(h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.332 Requirements for pass-through entities.

Sub-Grantees are required to provide a copy of the jurisdiction/agency(s) most recent A-133 audit with the Grant Application. If an agency doesn't meet the A-133 audit requirement, MOHS requires a financial audit with the submission of the Grant Application. An agency that receives an updated audit during the grant year is required to provide a copy of the audit to the MOHS.

STATE CERTIFICATION AND ASSURANCE

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

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

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

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



Mississippi Office of Highway Safety

Certification on Conflict of Interest 23 CFR 1300 Appendix A (Applies to Subrecipients)

Attention Sub-grantee,

Please note this certification on Conflict of Interest. A copy of this document should be placed in your agency's grant file.

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

If you have any questions, please contact your MOHS Program Manger.

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

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

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

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

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

_____	_____
Authorizing Official’s Signature <i>sign in blue ink</i> (Mayor, Board President, Commissioner, Director)	Date
Robyn Tannehill	Mayor
_____	_____
Print Authorizing Official’s Name	Authorizing Official’s Title

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

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

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

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

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

Authorizing Official's Signature sign in blue ink (Mayor, Board President, Commissioner, Director)	Date
Robyn Tannehill	Mayor
Print Authorizing Official's Name	Authorizing Official's Title

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the City of Oxford/Oxford Police Department
(Governing Body of Unit of Government)

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

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

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

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

FOLLOWS:

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. Robyn Tannehill, Mayor
(Name and Title of Representative) is authorized to accept, on behalf of the Sub-Grantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of \$ \$162,006.92
(Federal Dollar Requested) to be made to the Sub-Grantee defraying the cost of the project described in the award.
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)
DONE AND ORDERED IN OPEN MEETING BY Robyn Tannehill
(Chairman of Board/Mayor)

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

Date: _____

Seal (City/County Seal is required)

Attest: _____

By: _____
(Blue Ink)

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

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

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

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

Organization Name: City of Oxford/Oxford Police Department

Mailing Address: 715 Molly Barr Rd

City: Oxford Zip Code: 38655

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

Email Address: jmccutchen@oxfordpolice.net

Signature of Designated Secondary Signatory Official: _____
sign in blue ink **Chief's signature**

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

Signature: _____ Title: Mayor
Mayor's signature **(Authorizing Official)** *sign in blue ink*

**Mississippi Office of Highway Safety
Fiscal Control and Fund Accounting Procedures**

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

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

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

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

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

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

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

<hr/> <p>Authorizing Official's Signature <i>sign in blue ink</i> (Mayor, Board President, Commissioner, Director)</p> <p>_____ Robyn Tannehill</p> <p>Print Authorizing Official's Name</p>	<hr/> <p>Date</p> <p>_____ Mayor</p> <p>Authorizing Official's Title</p>
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MISSISSIPPI
Office of Highway Safety

August 7, 2024

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

Project Number: **M5HVE-205-MD-22-51**
Funding Source and Title: **405D Alcohol and Drug Impaired Driving**

Dear Mayor Tannehill:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and City of Oxford/ Oxford Police Department Grant Agreement for the Fiscal Year 2025. Your agency has been approved for 405D Alcohol and Drug Impaired Driving funding, in the amount of \$162,006.92, pending final review and approval by NHTSA in the FY25 Highway Safety Plan.

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

All FY25 grant activities begin October 1, 2024 and must be concluded by September 30, 2025. In addition, the FY25 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 14, 2025.

Please thoroughly read the Grant Agreement, Certifications and Assurances, Fiscal Control and Fund Accounting Procedures, as changes have been made for FY25. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on September 6, 2024.** Please make sure that you complete items 1-9 in their entirety and all documents are an original signature signed in BLUE ink by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.).

1. Signature Page
2. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
3. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
4. Assurance of Understanding Requirement for Sub-grantees
5. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
6. Designation of Secondary Signatory Official Form (If Applicable)
7. MOHS Fiscal Control and Fund Accounting Procedures
8. Enclose a copy of your agency's **Leave policy** (policy should include personal and/or vacation, sick, holiday, and military leave)

Mississippi Office of Highway Safety P.O. Box 1633, Canton, Mississippi 39046

9. Enclose a copy of your agency's **Overtime Policy** and a **Payroll Schedule** (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2024–September 30, 2025)

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

Mississippi Office of Highway Safety
Attn: Leslie M. Travis, Bureau Director
P.O. Box 1633
Canton, Mississippi 39046

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

Sincerely,



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

FY25 MOHS GRANT AGREEMENT

MS Office of Highway Safety

P.O. Box 1633

Canton, MS 39046

Phone: (601) 391-4900

1. Sub-grantee's Name & Mailing Address: City of Oxford Oxford Police Department 715 Molly Barr Road Oxford, MS 38655 Telephone Number: (662) 232-2400 E-Mail: MississippiTIDE@oxfordpolice.net		2. Effective Date of Grant: October 1, 2024 3. Subgrant Number: M5HVE-2025-MD-22-51 4. Grant Identifier (Funding Source & Year): 405D Alcohol and Drug Impaired Driving FY25 5. Beginning and Ending Dates: October 1, 2024 – September 30, 2025 6. Subgrant Payment Method: <input checked="" type="checkbox"/> Cost Reimbursement Method				
7. CFDA # - 20.616		8. UEI # - C6FVY2CCKGH6		9. Congressional District: 1		
10. A:FAIN #: 69A3752330000405DMSM 69A3752430000405DMSM		11.A: Initial Federal Award Date: 11/30/2022 11/27/2023		11.C: Additional Federal Award Date:		
10.B. Federal Awarding Agency: NHTSA		11.B: Secondary Federal Award Date:		12. Research and Development Grant: ___ Yes <input checked="" type="checkbox"/> No Continuation Grant: <input checked="" type="checkbox"/> Yes ___ No		
13. The following funds are obligated:						
A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH		D. RATIO%
(1) Personal Services-Salary	\$153,411.52	(1) Federal	\$162,006.92			
(2) Personal Services-Fringe	\$0.00	(2) State				
(3) Contractual Services	\$85.00	(3) Local				
(4) Travel	\$7,270.40	(4) Other				
(5) Equipment	\$0.00	Total:	\$162,006.92			
(6) Commodities		\$1,240.00		E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:		
(7) Indirect Costs	\$0.00	Number of Grants: 3	405D	402PT	405D Training	TOTAL
TOTAL	\$162,006.92	TOTAL:	\$162,006.92	\$21,960.50	\$628,440.75	\$812,408.17
<p>The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances; Designation of Secondary Official (If Applicable); Fiscal Control and Fund Accounting Procedures.</p> <p>All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.</p>						
14. Approved for Grantee:				15. Approved for Sub-Grantee:		
Signature		Date		Signature		Date
Name: Helen Porter		Title: Office Director, MS Office of Highway Safety		Name: Robyn Tannehill		Title: Mayor, City of Oxford

FY25 Sub-Grantee Project Description (Law Enforcement):

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the Impaired program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY25.

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

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

FY25 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: City of Oxford/Oxford Police Department

List the target(s) that the sub-grantee will accomplish during the FY25 grant year. Performance measures should be set to help the sub-grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of **Oxford Police Department** will maintain the number of alcohol related fatalities from 0 in 2021 to 0 by the end of 2025.

The jurisdiction/agency of **Oxford Police Department** will maintain the number of alcohol related injuries from 4 in 2021 to 4 by the end of 2025.

The jurisdiction/agency of **Oxford Police Department** will maintain the number of drug related fatalities from 0 in 2021 to 0 by the end of 2025.

The jurisdiction/agency of **Oxford Police Department** will maintain the number of drug related injuries from 9 in 2021 to 9 by the end of 2025.

Performance Measures:

Issue **195** grant funded DUI Arrest in FY25.

Issue **43** grant funded DUI Other (Drug) Arrest in FY25.

Strategies:

Select or Hire Individual Officers

Overtime Enforcement

SFST, ARIDE, DRE Instructor

20 Checkpoints

12 Saturation Patrols

Generate Earned Media

Publicize patrol activities results (after occurrence)

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced DUI enforcement:

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

Drive Sober or Get Pulled Over – Labor Day

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

FY25 MOHS TASKS BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS
<p>List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.</p>
<p>1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)</p> <p>Conduct not less than <u>5</u> checkpoints during quarter.</p> <p>Conduct not less than <u>3</u> saturation patrols during quarter.</p> <p>Issue a minimum of <u>50</u> DUI Arrest during quarter, to reach a goal of <u>195</u> for FY2025.</p> <p>Issue a minimum of <u>12</u> DUI Other (Drug) Arrest during quarter, to reach a goal of <u>43</u> for FY2025.</p> <p>Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)</p> <p><u>Additional Tasks:</u> Participate in the Drive Sober or Get Pulled Over national Christmas/New Year’s blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.</p>
<p>Projected Expenditures for 1st Quarter: \$43,501.73</p>

FY25 MOHS TASK BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
<p>List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.</p>
<p>2nd QUARTER (JANUARY, FEBRUARY & MARCH)</p> <p>Conduct not less than 5 checkpoints during quarter.</p> <p>Conduct not less than 3 saturation patrols during quarter.</p> <p>Issue a minimum of 48 DUI Arrest during quarter, to reach a goal of 195 for FY2025.</p> <p>Issue a minimum of 10 DUI Other (Drug) Arrest during quarter, to reach a goal of 43 for FY2025.</p> <p>Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)</p> <p><u>Additional Tasks:</u> Participate in the Drive Sober or Get Pulled Over national Christmas/New Year’s blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.</p>
<p>Projected Expenditures for 2nd Quarter: \$40,501.73</p>

FY25 MOHS TASK BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
<p>List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.</p>
<p>3RD QUARTER (APRIL, MAY & JUNE)</p> <p>Conduct not less than 5 checkpoints during quarter.</p> <p>Conduct not less than 3 saturation patrols during quarter.</p> <p>Issue a minimum of 48 DUI Arrest during quarter, to reach a goal of 195 for FY2025.</p> <p>Issue a minimum of 10 DUI Other (Drug) Arrest during quarter, to reach a goal of 43 for FY2025.</p> <p>Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)</p> <p><u>Additional Tasks:</u> Participate in the State Memorial Day blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.</p>
<p>Projected Expenditures for 3rd Quarter: \$40,501.73</p>

FY25 MOHS TASK BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
<p>List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.</p>
<p>4TH QUARTER (JULY, AUGUST & SEPTEMBER)</p> <p>Conduct not less than 5 checkpoints during quarter.</p> <p>Conduct not less than 3 saturation patrols during quarter.</p> <p>Issue a minimum of 49 DUI Arrest during quarter, to reach a goal of 195 for FY2025.</p> <p>Issue a minimum of 11 DUI Other (Drug) Arrest during quarter, to reach a goal of 43 for FY2025.</p> <p>Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)</p> <p>Additional Tasks: Participate in the State 4th of July and Drive Sober or Get Pulled Over national Labor Day blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.</p>
<p>Projected Expenditures for 4th Quarter: \$40,501.73</p>

FY25 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Oxford/Oxford Police Department						
2. Subgrant Number: M5HVE-2025-MD-22-51		3. Grant ID: 405D Alcohol and Drug Impaired Driving	4. Beginning: October 1, 2024	5. Ending: September 30, 2025		
6. Activity: Alcohol and Drug Impaired Driving Enforcement						
7. Category & Line Item						
8. Description of item and/or Basis for Valuation		9. Budget				
		Federal	All Other	Total		
Personal Services-Salary Individual Officer @ approx. \$29.81 per hour X @ approx. 2080 hrs = \$62,004.80 Individual Officer @ approx. \$29.81 per hour X @ approx. 2080 hrs = \$62,004.80 Officers over-time or regular time above and beyond normal work hours @ approx. \$46.22 per hour X @ approx. 600 hrs = \$27,732.00 Grant Coordinator over-time or regular time above and beyond normal work hours @ approx. \$34.79 per hour X @ approx. 48 hrs = \$1,669.92 Total Salaries = \$153,411.52		\$153,411.52		\$153,411.52		
		Contractual Services		\$85.00		\$85.00
		Travel Meals can only be claimed with an overnight hotel stay. Meals will be reimbursed at the rate according to MOHS and State guidelines. Itemized receipts are required on all In-state travel Mileage can only be reimbursed on a personal vehicle. Mileage cannot		\$7,270.40		\$7,270.40
		Shipping and Handling = \$85.00 Total Contractual = \$85.00				
<u>In-State Highway Safety Training: STORM Conference (In Person or Virtual)</u> Meals: \$59.00 per day x 4 days x 2 people = \$472.00 \$472.00 x 20% meal gratuity = \$94.40 In-State STORM Conference Total = \$566.40						
<u>Out of State Highway Safety Training: IACP Impaired Driving Conference on Drugs, Alcohol and Impaired Driving</u> Registration: \$850.00 x 2 people = \$1,700.00						

<p>be claimed when using a state/agency issued vehicle.</p> <p>Mileage will be reimbursed at a rate according to MOHS and State guidelines.</p> <p>Proof of mileage should be received with all Mileage reimbursement. Travel cost must coincide with all MOHS, state and federal guidelines, policies, rates. (Ex. MapQuest)</p> <p>Ground Transportation: Fares, fees, and surcharges for taxi, shuttle, airport transportation services, ride sharing services (Uber, Lyft, etc.) from airport to hotel and from hotel to airport.</p>	<p>Lodging @ approximately \$275.00 per night x 4 nights = \$1,100.00 x 2 people = \$2,200.00</p> <p>Lodging taxes and fees @ \$75.00 x 4 nights = \$300.00 x 2 people = \$600.00</p> <p>Airfare: \$500.00 x 2 people = \$1,000.00</p> <p>Ground Transportation: \$100.00 x 2 people = \$200.00</p> <p>Meals: \$79.00 per day x 5 days = \$395.00 x 2 = \$790.00</p> <p>Meal Gratuity: \$790.00 x 20% gratuity = \$158.00</p> <p>Baggage fees: \$2.00 x 2 people x 2 bags x 2 handling = \$16.00</p> <p>Bellman/baggage/maid tips, Msc fees = \$5.00 per day x 4 nights x 2 people = \$40.00</p> <p>Out-of-State IACP Impaired Driving Conference Total = \$6,704.00</p> <p>Total Travel = \$7,270.40</p>			
<p>Commodities</p>	<p>Alco Sensors FST (PBT) @ approx. \$490.00 x 2 = \$980.00</p> <p>Alco Sensor FST Mouthpieces @ approx. \$0.26 x 1000 = \$260.00</p> <p>Total Commodities = \$1,240.00</p>	<p>\$1,240.00</p>		<p>\$1,240.00</p>

TOTALS	\$162,006.92	\$0.00	\$162,006.92
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Mississippi Office of Highway Safety

FY25 Agreement of Understanding and Compliance

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

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

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

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

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

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

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

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.
 - B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
 - C. It is also understood, pursuant to 2 CFR 200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, the pass-through entity, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal Award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
 - D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the
- FY25 MOHS Grant Agreement

right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.

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

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

II. ON-SITE MONITORING AND EVALUATION

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

III. PROPERTY AGREEMENT

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

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

IV. STAFFING

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

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

V. GENERAL PROJECT REQUIREMENTS

A. Agreements, Modifications and Revisions

- The Sub-grantee must return original copies of agreements, modifications, and revisions to MOHS physical address. All original documents require an **original signature signed in BLUE ink** by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.). MOHS will not accept a secondary signatory official signature or initials.
- In the fully executed grant agreement, the Cost Summary Support Sheet details all allowable cost for which MOHS approved and will reimburse an agency. Any cost not listed in the fully executed grant agreement and/or an approved modification/revision will not be reimbursed.
- All recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302. from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.
- No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety signed by the Authorized Signatory Official. Changes to the Agreement will not be effective, until both parties have executed the modification.

- B. Any change to out-of-state travel approved in the Grant Agreement, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
- Out of State Travel - All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - All federal funded **in state travel** requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - Meals can only be claimed with an overnight hotel stay.
 - In State Travel – Hotel rates must be based on DFA travel policy for State agencies. Non-State agencies hotel rates must follow the agency’s current travel policy.
 - Meal cost, taxes, and fees (credit card, delivery, service, etc.) are approved cost included in the allocated amount under travel in the grant agreement. Because these costs are associated with travel and needed to carry out project activities, they are considered allowable, reimbursable cost for meals. The amount allowed for individual meals should not exceed the daily maximum reimbursement rate approved in the grant agreement.
 - Fares, fees, and surcharges for taxi, shuttle, airport transportation services, ride sharing services (Uber, Lyft, etc.) to and from a hotel are allowable and require an itemized receipt. The amount allowed for transportation should not exceed the maximum reimbursement amount approved in the grant agreement. Fuel surcharges are only allowable on any ride sharing service if no surcharges are applied for paying with a credit card.
 - MOHS reimburse travel according to Section 25-3-41, Mississippi Code of 1972, establishes guidelines for travel reimbursement of the State of Mississippi, and of any department, institution, board or commission thereof. It also provides that the Mississippi Department of Finance and Administration (DFA) shall promulgate rules and regulations to effectuate economies for all expenses authorized under this section. All rules and regulations contained herein apply to all MOHS sub-grantees.
- C. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- D. No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety. Changes to the Agreement will not be effective, until both parties have executed the modification.
- E. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (60) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.
- F. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.
- G. Sub-Grantee **must complete** the Authorized Official or Local Government Resolution included within this Agreement, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the costs of the project described in the award. **Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.**

- H. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy (Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)
- I. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
 - Agency Leave policy (personal and/or vacation, sick, holiday, and military); and
 - Agency Overtime Policy
 - Fiscal Control and Fund Accounting Procedures
 - Pursuit Policy (Law Enforcement Only)
 - In-Direct Cost Agreement (If Applicable)
- J. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.
- K. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding \$1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.
- L. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- M. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
 - The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.

- H. Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.
- I. Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.
- J. Project Commencement: Unless otherwise indicated within the grant agreement, sub-grantee program activity will begin within **(30) days of the approved start date**, after signed approval of the grant agreement by the MOHS Director. If program activity does not begin within this time period, the program may be subject to cancellation and funds may be reallocated.

VI. UNALLOWABLE COST

The provisions stated in the following section serve as a guide in describing costs that are **not allowable** for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:

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

Examples of office furnishings and fixtures

- | | | |
|-------------|------------------|------------------------|
| • Desk | • Credenza | • Storage Cabinet |
| • Chair | • Bookcase | • Portable Partition |
| • Table | • Filing Cabinet | • Picture, Wall Clock |
| • Shelving | • Floor covering | • Draperies & Hardware |
| • Coat Rack | • Office Planter | • Fixed Lighting/Lamp |
- Land (except for Section 2010 motorcycle safety grant funds used to purchase facilities which includes the purchase of land.)

B. Unallowable Equipment Costs:

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available.)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds. (23 U.S.C. 402(c)(4)(A) and 23 CFR Part 1300.13(c)).
- Radars or other speed measuring devices using Impaired Driving Countermeasures and Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs:

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

D. Program Administration:

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

E. Lobbying:

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

F. Additional Items Unallowable:

- Cell phones and guns are not allowable for purchase with these funds under any circumstances.
- Costs for equipment purchases exceeding \$5,000.00, must have prior approval from NHTSA. The MS Office of Highway Safety will obtain the approval letter and provide a copy to the Sub-Grantee.
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
 - (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
 - (2) Alcohol testing; and
 - (3) Mobile video systems.
- The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.

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

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

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

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

- TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.*), AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Sub-Grantee—

Jeff McCutchen

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

POLITICAL ACTIVITY (HATCH ACT)

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

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

CERTIFICATION REGARDING FEDERAL LOBBYING

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

RESTRICTION ON STATE LOBBYING

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

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

Instructions for Primary Certification (Sub-Grantees)

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

suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (<https://www.sam.gov>)

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

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

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

Instructions for Lower Tier Certification

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

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

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

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

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

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

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

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

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services/ Law Enforcement Liaison (LEL)

Coordination and High Visibility Enforcement (HVE) Participation Compliance

(Applies only to Law Enforcement Sub-Grantees)

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

1. Sub-Grantee with a LEL Network Coordinator Grant **must hold** a LEL Troop Network meeting to promote State/County/Local networking for the national blitz campaigns, blitz reporting, and PI&E efforts. **(LEL Coordination Sub-Grantees Only)**
2. Sub-Grantee with a LEL Network Coordinator Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. **(LEL Coordination Sub-Grantees Only)**
3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.
4. Sub-Grantee **will engage** in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a blitz form reporting the total number of checkpoints, saturation patrols, arrests and other

citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.

6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national blitz campaign events and must submit documentation after the occurrence as required by MOHS.
7. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols.
 - Unusual incidents of alcohol/ drug related crashes/fatalities;
 - Alcohol/ drug impaired driving violations;
 - Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed);
 - Any other documented alcohol/ drug related vehicular incidents;
 - Citation data related to restrained and unrestrained occupants;
 - Unusual incidents of unbelted crashes/fatalities
 - Seatbelt/Child restraint violations;
 - Unusual incidents of teen crashes/fatalities; and
 - Unusual incidents of speed crashes/fatalities.

DUI/Impaired Compliance

High Visibility Enforcement (HVE) and Public Information and Education (PI&E)

Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154),

and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement

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

- Sub-Grantee **agrees and commits** to have the Individual Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired enforcement to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.
- Individual DUI/Impaired Officer(s) shift hours **will include 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday and Sunday.**
- Overtime hours for DUI/Impaired Enforcement **will include 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday, and Sunday.**
- Proper justification may be requested by MOHS regarding **other dates or time periods** within the jurisdiction for needed enforcement outside the above shifts.
- Specific DUI/Impaired activities in which the Individual Officer(s) (if applicable) and/or other officers assigned to work enforcement **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.
- The Sub-Grantee must participate in the National Drive Sober or Get Pulled Over campaigns endorsed by the National Highway Traffic Safety Administration.

- The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.
- The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the State campaigns.
- The Sub-Grantee **will generate** earned media (example: press conference, tv, social media, radio or print news articles) either before, during, or after national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

Blitz Campaigns – Enforcement Grant: Sub-grantees are to conduct enhanced enforcement during blitz periods based on their funding source. Each sub-grantee funded under 154 Alcohol and 405d Alcohol and Drug Impaired Driving grant funds must participate in the National Blitz Campaigns for Drive Sober or Get Pulled Over with enhanced DUI enforcement.

National Drive Sober or Get Pulled Over campaign with enhanced enforcement: Christmas/ New Year’s
 National Drive Sober or Get Pulled Over campaign with enhanced enforcement: Labor Day
 State blitz campaigns with enhanced enforcement: Super Bowl, Memorial Day, 4th of July

Blitz Campaigns – PI&E Grant: Sub-grantees are to collaborate with law enforcement for the National Drive Sober or Get Pulled Over campaigns and State campaigns and generate earned media with at least one (1) newspaper, television, social media or radio presentation.

Occupant Protection/Police Traffic Services
High Visibility Enforcement (HVE) and Public Information and Education (PI&E)
Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

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

- Occupant Protection/Police Traffic Services activities which STEP officers working overtime **will include** checkpoints, saturation patrols and other 402 OP/PT specific enforcement activities as designated.
- Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week.
- Sub-Grantee **will submit** HVE blitz forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign. Failure to comply with this requirement may result in the delay of reimbursement payments.

- Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after national blitz campaign events and must submit documentation after the occurrence as required by MOHS.
- The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.

Blitz Campaigns – Enforcement Grant: Sub-grantees are to conduct enhanced enforcement during blitz periods based on their funding source. Each sub-grantee funded under 402 Occupant Protection and Police Traffic Services grant funds must participate in the National Blitz Campaigns for Click It or Ticket with enhanced OP or PTS enforcement.

National Click It or Ticket campaign with enhanced enforcement: Memorial Day
 State blitz campaigns with enhanced enforcement: Christmas/New Year’s, Super Bowl, 4th of July, Labor Day

Blitz Campaigns – PI&E Grant: Sub-grantees are to collaborate with law enforcement for the National Click It or Ticket campaign, State campaigns and Child Passenger Safety week and generate earned media with at least one (1) newspaper, television, social media or radio presentation.

Audit Requirements:

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

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

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

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

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

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

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

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

(h) *For-profit sub recipient*. Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.332 Requirements for pass-through entities.

Sub-Grantees are required to provide a copy of the jurisdiction/agency(s) most recent A-133 audit with the Grant Application. If an agency doesn't meet the A-133 audit requirement, MOHS requires a financial audit with the submission of the Grant Application. An agency that receives an updated audit during the grant year is required to provide a copy of the audit to the MOHS.

STATE CERTIFICATION AND ASSURANCE

CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:

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

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

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



Mississippi Office of Highway Safety

Certification on Conflict of Interest 23 CFR 1300 Appendix A (Applies to Subrecipients)

Attention Sub-grantee,

Please note this certification on Conflict of Interest. A copy of this document should be placed in your agency's grant file.

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

If you have any questions, please contact your MOHS Program Manger.



STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
SEAN J. TINDELL, COMMISSIONER

MISSISSIPPI OFFICE OF HOMELAND SECURITY HOMELAND SECURITY GRANT PROGRAM SUB-RECIPIENT GRANT AWARD

Sub-Recipient Name: **Oxford Police Department**

Project Title: **HOMELAND SECURITY GRANT PROGRAM**

Grant Period: **9/1/2024-8/31/2027**

Date of Award: **9/1/2024**

Total Amount of Award: **\$68,375.00**

Grant Number: **24LE286**

In accordance with the provisions of Federal Fiscal Year 2024 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Sub-Recipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2024-SS-00**. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C.603).

Enclosed is a signed grant agreement obligating federal funds as outlined above. Please review the grant agreement in full, sign in the designated signature areas and return to the MOHS by **October 15, 2024**. Strict adherence to these provisions is essential to ensure compliance with applicable federal and state statutes, rules, regulations, and guidelines.

Grant funds will be disbursed to Sub-Recipients (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

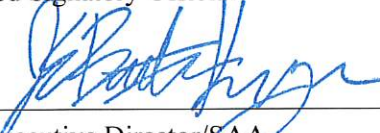
I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, Homeland Security Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal laws and regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly

authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Sub-Recipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

Supplantation: The Sub-Recipient provides assurance that funds will not be used to supplant or replace local, state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through the MOHS shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE OF THE FEDERAL GRANT AWARD FOR THE SUB-RECIPIENT

Signature of Authorized Signatory Official



2/11/24

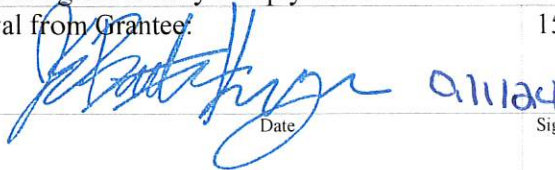
Signature of MOHS Executive Director/SAA

MISSISSIPPI OFFICE OF HOMELAND SECURITY



FY24 HOMELAND SECURITY GRANT PROGRAM GRANT AGREEMENT AND AWARD PACKET

FY24 MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT AGREEMENT

1. Sub-Recipient's Name: Oxford Police Department Mailing Address: 715 Molly Barr Rd Oxford, MS 38655 Telephone Number: (662) 232-2400 E-Mail: rbaker@oxfordpolice.net		2. Effective Date of Grant: September 1, 2024 3. Sub-Recipient Grant Number: 24LE286 4. Grant Identifier (Funding Source & Year): EMW-2024-SS 5. Period of Performance: Start and End Dates: September 1, 2024-August 31, 2027 6. Subgrant Payment Method: <input type="checkbox"/> Cost Reimbursement Method			
7. CFDA # - 97.607- Homeland Security Grant Program	8. UEI # - C6FVY2CCKGH6	9. Congressional District: MS01			
10. FAIN #: 646000779	11. Initial Federal Award Date: September 1, 2024	12. Federal Awarding Agency: Homeland Security (800)368-6498			
13. Research and Development Grant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	14. Indirect Cost Rate Charged: \$0.00				
15. The following grant funds are obligated:					
A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%
(1) Personal Services-Salary	\$0.00	(1) Federal	\$68,375.00	\$0.00	100%
(2) Personal Services-Fringe	\$0.00	(2) State	\$0.00	\$0.00	0%
(3) Contractual Services	\$68,375.00	(3) Local	\$0.00	\$0.00	0%
(4) Travel/Training	\$0.00	(4) Other	\$0.00	\$0.00	0%
(5) Equipment	\$0.00	Total:	\$68,375.00	\$0.00	100%
(6) Commodities/Supplies	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:			
(7) Other	\$0.00	Number of Grants:	FY21	FY22	FY23
TOTAL	\$68,375.00	TOTAL:	\$0.00	\$0.00	\$75,000.00
<p>The Sub-Recipient agrees to operate the program outlined in this Grant Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes Sub-Recipient Signature Sheet; Project Description; Goals and Objectives; Implementation Schedule; Cost Summary Support Sheet; Agreement of Understanding and Compliances, and all required documentation. All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Recipient, are also incorporated into this agreement, and Sub-Recipient agrees to fully comply therewith.</p>					
14. Approval from Grantee:			15. Approval from Sub-Recipient:		
 Signature _____ Date _____			Signature _____ Date _____		
Name: Baxter Kruger Title: MOHS Executive Director/SAA			Name: Title: Authorized Signatory Official		

OBJECTIVES:

Create, implement, and maintain terrorism preparedness plans consistent with the National Response Plan (NRP) and provide advice, assistance, training, and oversight to local governments in the development of such plans within three (3) years after approval of state strategy.

Improve the number of emergency responders prepared to respond to terrorism incidents, including hoaxes, threats and suspicious packages within three (3) years of the approval of the state strategy.

FY24 PROGRAM MILESTONE SCHEDULE

The program milestone schedule is intended to provide the Sub-Recipient, a proposed list of planned activities, implementation dates, for the progress and success of the grant program. Program milestones will be provided in the Sub-Recipient's quarterly reporting, as when the milestone should be completed.

1st QUARTER (SEPTEMBER, OCTOBER & NOVEMBER)

- Send the full Grant Agreement with Appendix documents, with authorized signatory signatures to MOHS.
- Complete and submit Environmental Historic Preservation (EHP) Form to MOHS (If required). Please include the EHP form and photographs of the outside of the building, as well as places where equipment will be installed.
- Complete NIMS Training (100, 200, 700 and 800), if not already completed. A copy must be in the Agency file.
- Complete the Nationwide Cybersecurity Review (NCSR) Assessment and submit completion documentation for the MOHS.
- Complete Memorandum of Understanding and Consent form for State and Local Cybersecurity Grant Program participation.
- Provide Sub-Recipient MAGIC Vendor Number where funds will be disbursed. Funds will be advanced and/or reimbursed to the MAGIC Vendor Number agency provides. It is the agency's responsibility to notify the MOHS of any account changes.
- Solicit quotes and/or bids for equipment. (If equipment is over \$5,000.00, two (2) quotes are required)
- Review proposals, quotes, bids and select vendors.
- Purchase approved equipment during the 1st quarter for the grant year.
- Begin preparation of 1st Quarter Report. (September 1-November 30). Due to MOHS **December 15th**.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

2nd QUARTER (DECEMBER, JANUARY & FEBRUARY)

- Submit 2nd Quarter Report to MOHS. Due **March 15**.
- Receive approved equipment and/or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 3rd Quarter Report. (**March 1- May 31**). Due to MOHS **June 15**.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

FY24 Mississippi Office of Homeland Security-Cost Summary Support Sheet

1. Sub-Recipient Agency: Oxford Police Department				
2. Sub-Recipient Grant Number: 24LE286		3. Grant ID:	4. Beginning: September 1, 2024	5. Ending: August 31, 2025
6. Activity: Homeland Security Grant Program				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary		\$0.00	\$0.00	\$0.00
Personal Services-Fringe		\$0.00	\$0.00	\$0.00
Contractual Services	Fees for Voyager Analytics @ \$50,000.00 , Amped FIVE @ \$1,575.00 & Biometrica @\$16,800.00	\$68,375.00	\$0.00	\$68,375.00
Travel/Training		\$0.00	\$0.00	\$0.00
Equipment		\$0.00	\$0.00	\$0.00
Commodities/Supplies		\$0.00	\$0.00	\$0.00
Other:		\$0.00	\$0.00	\$0.00

TOTALS	\$68,375.00	\$0.00	\$68,375.00
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- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance.
- V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and

Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

II. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, <https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

XIX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXI. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a

XXX. Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

XXXI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- i. all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- ii. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- iii. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 - (1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

Definitions

The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

XXXII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at [Funding and Sustainment | CISA](#).

cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. Debarment, Suspension, and Other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search on the System for Award Management (SAM) website (<https://www.sam.gov/portal/public/SAM/>). At this time, DPS does not require Subrecipients to submit proof of verification with any reimbursement request; however, the Subrecipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C.

3. Drug-Free Workplace

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

The Subrecipient will or will continue to provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy.
2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace.
4. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The Subrecipient's policy of maintaining a drug-free workplace.
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and

iv. organizational restructuring

6. Following Subrecipient Procedures:

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient's payroll, purchasing, contracting and inventory control in accordance with 2 CFR 225, Appendix A, Section C 1.e or 2 CFR 200.302. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or Federal Government. This does not relieve the Subrecipient from requirements of federal financial management, requirements in:

(a) 2 CFR 200 § 302 Financial Management

7. Disclosure of Information:

Any confidential or personally identifiable information (PII) acquired by subrecipient during the course of the subgrant shall not be disclosed by subrecipient to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of the Department of Public Safety either during the term of the Agreement or in the event of termination of the Agreement for any reason whatsoever. Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

8. Conflict of Interest

Subgrantee/Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with Board, Department, or projects or programs funded by Board or Department, has any personal financial interest, direct or indirect, in this Subgrant Agreement /Contract.

1. Subgrantee/Contractor further covenants that in the performance of Subgrant Agreement/Contract, no person having such conflicting interest shall knowingly be employed by Subgrantee/Contractor.
2. Any such interest, on the part of Subgrantee /Contractor or its employees, when known, must be disclosed in writing to Department.

9. Prohibition on certain telecommunications and video surveillance services or equipment

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain.
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

the changes to the award. Please call the FEMA/ GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

4. Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

5. Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308 [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>].

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>] regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>] to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) [<https://www.grants.gov/forms/post-award-reporting-forms.html>] you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

6. Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-C/section-200.211>] requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

16. Sub-Recipient **shall return** to the State, within thirty (30) days of such request by the DPS/MOHS, any funds which are not supported by audit, Federal and/or State review of documentation by the Sub-Recipient for programs and costs associated with the Award.
17. All radios and radio communications purchased with grant funds should be APCO 25 compliant and follow the Project 25 suite of standards for voice and low-moderate speed data interoperability.
18. Contractual services, internet service, radio service, cellular phone, satellite phone, etc. will be eligible for grant funding for up to **twelve (12) months** during the awarded period of performance.
19. The Sub-Recipient shall develop and improve their capability to combat the effects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published FEMA Authorized Equipment List (AEL) or support of planning, exercises or training activities associated with the prevention, response, or recovery from terrorism incidents. Any equipment not purchased from the FEMA AEL or without prior approval, will be disallowed.
20. Position descriptions are required for each person being paid with grant funds. Organizational charts identifying grant funded position(s) are also required.
21. The Recipient will not be liable under this Agreement for any amount greater than the award allocated by the FEMA and the Office for Domestic Preparedness to the State for the grant performance period.
22. Reimbursement is contingent upon the funds being expended in accordance with all applicable local and state regulations, as well as Federal regulations, policies, guidelines, and submission for reimbursement made in accordance with the SAA's grant policies and procedures manual.

Equipment/Supplies for Program Activities:

23. Equipment purchased under the terms of this Agreement will be stored, maintained, and used in accordance with the purpose and objectives of this Grant Agreement. Adequate maintenance procedures must be developed to keep the property in good working condition.
24. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
25. If equipment or an asset is damaged, lost, or stolen, it is the responsibility of the agency to contact the MOHS immediately. If an item is past useful life, and/or in need to disposal or selling, please see instructions on how to sell and/or dispose of equipment, please visit our website at www.homelandsecurity.ms.gov. (Click on the tab Grants /Grant Forms).
26. All equipment awarded in this grant agreement **should be ordered** within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MOHS must be notified as to the reason for the delay and projected purchase date of the equipment.
27. It is mutually agreed and promised that the Sub-Recipient shall immediately notify the MOHS, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such an event, Sub-Recipient further agrees to transfer or otherwise dispose of such equipment, as directed by the MOHS.
28. It is mutually agreed and promised by the Sub-Recipient that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MOHS.
29. It is mutually agreed and promised that the Sub-Recipient shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.

or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

- (d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) *Sub-Recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient, or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
- (g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions follow Federal statutes, regulations, and the terms and conditions of Federal awards.
- (h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

Monitoring/Inspection:

- 37. Sub-Recipient shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
- 38. physical inventory of property and equipment must be completed, and the results reconciled with the MOHS property control, at least once every two years. All property and equipment acquired with grant funds must be tagged and tracked using an inventory management system.
- 39. Sub-Recipient's requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the MOHS explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in the current annual jurisdictional budget must be accompanied by supporting documentation.
- 40. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage or theft shall be investigated.
- 41. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two (2) years for the useful life of the property.

Monitoring:

- 42. Pursuant to Federal guidelines (2 CFR§200.328-329), the State has developed a plan for evaluating all projects. Each Sub-Recipient may be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems, and reimbursements of the project. The State evaluates all subrecipient's risk of noncompliance with Federal statutes, regulations and

Grant Agreement Certifications

Below please assign **three (3) separate persons** to hold the following responsibilities: Sub-Recipient Grant Administrator, Financial Officer, and the Grant Authorized Signatory Official. The Sub-Recipient Administrator will be responsible for the day-to-day activities, correspondence, and management of the grant program. The Financial Officer is responsible for the payment, purchasing and gathering of all financial information and back up documentation. The Grant Authorized Signatory Official is the overall head of the agency that holds the full responsibility of the program to remain in state and federal compliances.

Staff that may be grant funded cannot be an authorized official on the grant without the written approval of the Executive Director.

Agency Name: OXFORD POLICE DEPARTMENT Grant Number: 24LE286

Agency Address: 715 MOLLY BARR ROAD, OXFORD, MS 38655

Agency Phone Number: 662-232-2400 Agency Fax Number: _____

Sub-Recipient Grant Administrator (SGA) Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Sub-Recipient Grant Administrator (SGA), as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: RYAN BAKER Title: INTELLIGENCE OFFICER
(Designated Sub-Recipient Grant Administrator)

Phone Number: 662-507-0048

Email Address: rbaker@oxfordpolice.net

Signature of Sub-Recipient Grant Administrator: 

Grant Agreement Certifications

Below please assign **three (3) separate persons** to hold the following responsibilities: Sub-Recipient Grant Administrator, Financial Officer, and the Grant Authorized Signatory Official. The Sub-Recipient Administrator will be responsible for the day-to-day activities, correspondence, and management of the grant program. The Financial Officer is responsible for the payment, purchasing and gathering of all financial information and back up documentation. The Grant Authorized Signatory Official is the overall head of the agency that holds the full responsibility of the program to remain in state and federal compliances.

Staff that may be grant funded cannot be an authorized official on the grant without the written approval of the Executive Director.

Agency Name: Oxford Police Dept. Grant Number: 24LE284

Agency Address: 715 Molly Barr Rd. Oxford, MS 38655

Agency Phone Number: 662-232-2400 Agency Fax Number: _____

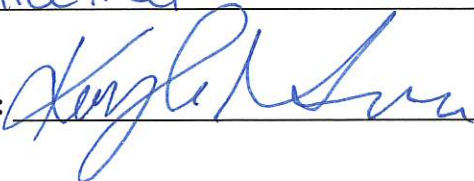
Sub-Recipient Grant Administrator (SGA) Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Sub-Recipient Grant Administrator (SGA), as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Kayla Martin Title: Executive Assistant
(Designated Sub-Recipient Grant Administrator)

Phone Number: 662-232-2400

Email Address: Kmartin@oxfordpolice.net

Signature of Sub-Recipient Grant Administrator: 

Financial Officer Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Financial Officer, as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: _____ **Title:** _____
(Sub-Recipient Financial Officer)

Phone Number: _____

Email Address: _____

Signature of Sub-Recipient Financial Officer: _____

Authorized Signatory Official Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Grant Authorized Signatory Official, as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: _____ **Title:** _____
(Grant Authorized Signatory Official)

Phone Number: _____

Email Address: _____

Signature of Authorized Signatory Official: _____

Grant Agreement-Scope of Work

Please provide a detailed description of work and grant activities that the awarded jurisdiction will take part in with the use of grant funds. Please include how the grant funds, equipment, supplies, etc. will be used to prevent and protect against terrorist activities.

THIS GRANT WILL BE USED TO ASSIST THE MS ANALYSIS AND INFORMATION WILL THEIR DAY TO DAY OPERATIONS. THIS GRANT WILL ALSO ASSIST AGENCIES IN NORTH MS BY PROVIDING REQUESTED INFORMATION. A GOAL OF THIS GRANT WILL BE TO IDENTIFY ANY ACTS OF TERRORISM AND IDENTIFY ANY PERSON(S) WHO PLAN OR COMMIT ACTS OF TERRORISM. THE GRANT FUNDS WILL BE USED TO PURCHASE PROGRAMS THAT WILL AID OXFORD POLICE DEPARTMENT ASSIST MSAIC AND AGENCIES OF NORTH MS. AS WELL AS, IDENTIFY AND DEFEND TERRORISTIC ACTIVITIES.

Federal Funding Accountability and Transparency Act (FFATA) Compliance Form
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To comply with the Federal Funding Accountability and Transparency Act (FFATA), the MOHS must report award information for all sub-recipients of federal awards as directed. Information provided will be made publicly available on USA Spending <http://www.usaspending.gov/> per the Transparency Act requirement.

Section 1: Award Information:

Agency Name	Oxford Police Department
City	Oxford
Zip Code +4 Digits (Required)	38655
Unique Entity Identification (UEI) #	C6FVY2CCKGH6
Amount of Award:	\$68,375.00

Section 2: Compensation Information: Answer only if award is \$30,000.00 or more in federal funds)

1. More than 80% of the Agency organization’s annual gross revenue is federal funds.
 Yes (If yes, proceed to Question 2)
 No (If No, stop, proceed to Section 3)

2. Federal Revenue exceeds twenty-five (25) million dollars.
 Yes (If Yes, proceed to Question 3)
 No (If No, stop, proceed to Section 3)

3. Compensation information is not publicly available via federal tax filings, Securities and Exchange Commission (SEC) reporting, or any other source. (If other, please indicate: _____)
 Yes (If Yes, proceed to Table)
 No (If No, stop, proceed to Section 3)

Names and Salary of Organizations Top Five (5) Executives (By Salary)

	First and Last Name	Title	Annual Salary
1.			
2.			
3.			
4.			
5.			

Section 3: Certification of Information:

I certify that the above information is true and accurate.

Authorized Signatory Official (Signature)

Date

Authorized Signatory Official (Printed Name)

Title

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-RECIPIENTS:

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

Therefore, the Agency I represent promises and will comply with all Federal, State and Mississippi Office of Homeland Security Certifications and Assurances and their conditions.

SUB-RECIPIENT: Oxford Police Department

ATTESTS:

**Authorized Signatory Official's Signature:
(Sub-Recipient)**

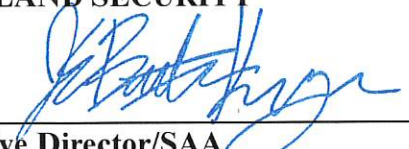
Date:

Authorized Signatory Official's Printed Name:

Organizational Title:

UEI Number: C6FVY2CCkGH6

APPROVED: STATE OF MISSISSIPPI/DEPARTMENT OF PUBLIC SAFETY/MISSISSIPPI OFFICE OF HOMELAND SECURITY

By: 

**Executive Director/SAA
Mississippi Office of Homeland Security**

Date: 9/11/24

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

08/15/24 - 08/28/24

TO BE APPROVED: 09/03/24

ACCOUNT NUMBER	CUSTOMER NAME	ADDRESS	WATER ADJUSTMENT	SEWER ADJUSTMENT	ADJUSTMENT TYPE
208912-036768	REBEKAH SMITH	223 EAGLES NEST LANE	-\$97.98	-\$130.27	INSIDE
210458-031575	JENNIFER CATO	236 JAMES CIRCLE	-\$96.56	-\$128.38	INSIDE
211380-043936	DINURA UDAYANA HETTIARACHCHI	3073 DAVIS DRIVE	-\$42.25	-\$56.17	INSIDE
208424-037107	CARLOS SUGGS	31 PRIVATE ROAD 3151 APT. 1	-\$24.14	-\$32.10	INSIDE
208430-048579	CHAIMA OUAADDI	31 PRIVATE ROAD 3151 APT. 7	-\$71.36	-\$94.87	INSIDE
003855-043867	TRACY RUSHWIN	314 BRAMLETT BLVD UNIT 401	-\$66.39	-\$88.26	INSIDE
208430-048579	SHARON MABRY	39 PRIVATE ROAD 3151 APT. 4	-\$37.99	-\$50.50	INSIDE
001151-043246	OLIVIA FERGUSON	213 KEYSTONE LOOP	-\$159.25	-\$357.74	OUTSIDE
204917-116333	VERONICAL JOHNSON	2320 KENNEDY STREET	-\$77.39	-\$205.32	OUTSIDE
225160-047831	KENNETH RUSSELL	301 DOGWOOD DRIVE	-\$19.17	-\$50.98	OUTSIDE
209049-019014	OMAR ALOWDI	21 GARDEN TERRACE DRIVE	X	-\$73.16	POOL
208083-024078	LOGAN SALMON	5396 S LAMAR BLVD	X	-\$46.73	POOL
212483-112224	TRI Q CHE	202 NEWS HILL COVE	X	-\$134.56	SW ONLY
TOTAL:			-\$692.48	-\$1,449.04	

Acknowledging the Month of October 2024 as American Pharmacists Month in Lafayette County

WHEREAS, the month of October has been designated as American Pharmacists Month to recognize and celebrate the invaluable contributions of pharmacists to the health and well-being of our community;

WHEREAS, pharmacists play a crucial role in healthcare by providing expert medication management, patient counseling, and essential health services, ensuring that medications are used safely and effectively;

WHEREAS, the dedication and professionalism of pharmacists help to improve patient outcomes, enhance the quality of life, and support the overall healthcare system;

WHEREAS, today, there are more than 330,000 pharmacists licensed in the United States offering their expertise in various settings, including community pharmacies, hospitals, clinics, and research institutions;

WHEREAS, it is essential for individuals using prescription and over-the-counter medications to be well-informed and actively engaged in managing their own medication therapy through the guidance and support of pharmacists;

WHEREAS, pharmacists are committed to advancing public health through education, preventive care, and collaborative efforts with other healthcare professionals;

BE IT FURTHER RESOLVED that we promote awareness of pharmacists' diverse roles and advocate for continued support and recognition of their vital contributions to healthcare.



MICHAEL WATTS
MUNICIPAL COURT JUDGE

NICKIE DENLEY
MUNICIPAL COURT CLERK

To: Mayor and Board of Aldermen

From: Nickie Denley

Date: August 28, 2024

IN RE: Travel Request

Dear Mayor and Board of Aldermen,

I would like to request permission for myself and Deputy Clerk Jackie Moreno-Aguilar to attend a special event in our Hispanic community on Saturday, September 14th, 2024. This would be an opportunity to share information about our court processes and answer questions from community members.

The event is being held at the Way Truth and Life Baptist Church located at 170 County Road 215 in Oxford, MS. Our attendance at this event would be at no cost to the city.

Thank you for your consideration,

Nickie Denley



2. Request permission for 3 WWTP employees to attend the MsRWA Fall Training Session in Tupelo, MS October 15-17, 2024. (\$750) (Rob Neely)

Oxford Utilities requests permission to send three Wastewater Treatment plant employees, Perry Rogers, Chris Staggs and Jeff Jenkins to a wastewater fall training session sponsored by Mississippi Rural Water Association (MSRWA), Mississippi Department of Health (MSDH) and the MS Department of Environmental Quality (MDEQ). This training and certification is required for their jobs and included in the FY24 budget. They will drive back and forth from Oxford to Tupelo for training so a hotel room and meals are not required.

Perry Rogers	Registration	\$ 250.00
Chris Staggs	Registration	\$ 250.00
Jeff Jenkins	Registration	<u>\$ 250.00</u>
TOTAL		\$ 750.00



OXFORD
GENERAL
GOVERNMENT

MEMORANDUM

To: Board of Aldermen

From: Mark Levy, PLA

CC: Bart Robinson, PE; Hollis Green

Date: September 3, 2024

Re: Discuss privacy screening at the Oxford Memorial Cemetery.

Following the August 6th Board meeting, several ideas were offered to provide screening for a section of the cemetery's north property line as the trees and shrubs fill in the buffer. Although the trees and shrubs will confidently provide long-term, continuous, natural screening, discussions turned to more immediate privacy options. These options include a "picture box" style wooden fence, privacy slats, and windscreens.

Enclosed is estimated pricing for several possible options.

Option #1	Fence Style	Linear Footage	Price
Slats placed in existing chain link fence on cemetery side	Slats	807	\$9,200.00
Yellow line			
Option #2	Fence Style	Linear Footage	Price
6' height wooden privacy fence on PPIN 6095 south property line	Basic Privacy	171	\$7,150.00
Red line	Picture Frame	171	\$12,000.00
Option #3	Fence Style	Linear Footage	Price
6' height wooden privacy fence between PPIN 6095 and and 6096 property	Basic Privacy	74	\$3,200.00
Green line	Picture Frame	74	\$5,400.00
Option #4	Fence Style	Linear Footage	Price
6' height wooden privacy fence between PPIN 6096 and west corner of project	Basic Privacy	329	\$13,700.00
Pink line	Picture Frame	329	\$22,900.00
Option #5	Fence Style	Linear Footage	Price
6' height wooden privacy fence along entire south side of new ditch	Basic Privacy	807	\$24,050.00
Yellow line	Picture Frame	807	\$40,300.00
Option #6	Fence Style	Linear Footage	Price
Windscreen attached to existing chain link fence on cemetery side	windscreen	807	\$6,500.00
Yellow line			



326.88 ft

220.72 ft

215.77 ft

PPIN 6096

65.86 ft

64.59 ft

40.31 ft

71.75 ft

124.53 ft

PPIN 6095

170.17 ft

39.99 ft

130.18 ft

34.72 ft

29.4 ft

46.19 ft

100.59 ft

62.51 ft

67.32 ft

806.74 ft

**City of Oxford Municipal Budget
Fiscal Year 2024-2025
as adopted September 12, 2024**

REVENUES

General Fund

**2024-2025
Projected
Revenues**

TAXES

AD VALOREM TAX	\$ 12,965,152
PARK COMM TAX LEVY	\$ 1,059,408
OVER 65 TAX REIMB	\$ 190,000
IN LIEU OF TAXES	\$ 429,000
PENALTIES & INTEREST	\$ 150,000
UTILITY TAX	\$ 21,175
Subtotal	\$ 14,814,735

LICENSES AND PERMITS

PLANNING DEPT. INCOME	\$ 225,000
PRIVILEGE LICENSE	\$ 95,000
FRANCHISE CHARGES	\$ 938,000
BLDG & ZONING	\$ 975,000
KEG PERMITS	\$ 200
TAXI PERMITS	\$ 500
SPECIAL EVENT PERMITS	\$ 7,000
Subtotal	\$ 2,240,700

INTERGOVERNMENTAL REVENUES

MUNICIPAL AID	\$ 38,000
SALES TAX-RENTAL CAR SETTLEMENT	\$ 40,000
SALES TAX - REVENUE	\$ 14,000,000
ABC LICENSES	\$ 205,000
FIRE PROTECTION	\$ 164,205
REIMB. STATE OF MS-GRANTS	\$ 25,000
FEMA REIMBURSEMENTS RECEIVED	\$ 50,000
U OF MS-OFD CAPITAL CONT	\$ 75,000
U OF MS REIMB.-FOOTBALL	\$ 100,000
COUNTY AD VALOREM TAX	\$ 1,678,617
UNIV OF MISS FIRE PROTECTION	\$ 1,595,000
HOSPITAL ROW PAYMENT	\$ 3,039
COUNTY FNC PARK PAYMENT	\$ 150,000
E JACKSON AVE LEASE REVENUE	\$ 50,000
SCHOOL RESOURCE OFFICER REIMB	\$ 460,000
U OF MS RIFLE RANGE PAYMENT	\$ 61,000
Subtotal	\$ 18,694,861

GOVERNMENTAL SERVICES

DAMAGES ON TAX REDEMPTIONS	\$ 90,000
PUBLIC RECORDS REQUEST FEES	\$ 1,000
INCOME FROM POLICE DEPT FEES	\$ 60,000
INCOME FROM ARC-ADOPTIONS	\$ 30,000
INCOME FROM SWIM POOL	\$ 25,000
INCOME FROM OPD TRAINING CLASSES	\$ 2,500
SCHOOL COLLECTIONS	\$ 65,000
Subtotal	\$ 273,500

FINES AND FORFEITS

COURT FINES/FORFEITS	\$ 550,000
PROBATION FEES	\$ 25,000
Subtotal	\$ 575,000

MISCELLANEOUS

MISCELLANEOUS	\$ 250,000
INTEREST EARNED	\$ 1,581,000

mTRADE PARK SPONSORSHIP	\$ 150,000
mTRADE PARK CONCESSIONS	\$ 875,000
mTRADE PARK GATE REVENUE	\$ 100,000
mTRADE PARK RENTAL REVENUE	\$ 40,000
mTRADE PARK DUGOUT INCOME	\$ 25,000
Subtotal	\$ 3,021,000

INTERFUND TRANSFERS

TRANSFER-CEMETERY T/A	\$ 20,000
TRANSFER WAT/SEW-GEN	\$ 1,000,000
TRANSFER-REIMB ELEC	\$ 32,175
TRANSFERS-2%-OPD Downtown Unit	\$ 500,000
TAX EQUIVALENT-E/D	\$ 1,165,000
TRANSFER-\$30M TRUST PROCEEDS	\$ 1,068,000
TRANSFER-PARKING DIV. REIM.	\$ 235,048
TRANSFERS- T & A FUNDS	\$ 2,111,892
TRANSFER FROM OPC ACTIVITY FUND	\$ 283,000
Subtotal	\$ 6,415,115

GRAND TOTAL FOR REVENUES

Beginning Cash Used	\$ 7,578,431
Total	\$ 53,613,342

**2024-2025 Budget
General Fund**

**2024-2025 Budgeted Figures
as of October 1, 2024**

Departments	Personnel Services	Supplies	Other Svcs.	Capital Outlay	Debt Service	Total
Legislative	\$ 210,865	\$ 1,500	\$ 19,000	\$ -	\$ -	\$ 231,365
Judicial	\$ 639,756	\$ 56,000	\$ 152,000	\$ -	\$ -	\$ 847,756
Executive	\$ 355,196	\$ 8,500	\$ 14,200	\$ 24,000	\$ -	\$ 401,896
Elections	\$ -	\$ -	\$ 35,000	\$ -	\$ -	\$ 35,000
Financial Administration	\$ 651,782	\$ 133,288	\$ 222,600	\$ 85,000	\$ -	\$ 1,092,670
Human Resources	\$ 402,521	\$ 35,700	\$ 123,000	\$ 10,000	\$ -	\$ 571,221
Law	\$ -	\$ -	\$ 400,000	\$ -	\$ -	\$ 400,000
Buildings & Grounds	\$ 1,730,639	\$ 624,660	\$ 18,680	\$ 279,000	\$ -	\$ 2,652,979
General Government	\$ 1,661,409	\$ 188,300	\$ 1,710,400	\$ 1,066,800	\$ -	\$ 4,626,909
Community Promotions	\$ -	\$ 75,000	\$ 674,751	\$ -	\$ -	\$ 749,751
Police Dept.	\$ 9,876,697	\$ 887,009	\$ 1,103,744	\$ 1,040,871	\$ -	\$ 12,908,321
Fire Dept.	\$ 7,049,735	\$ 332,283	\$ 173,790	\$ 1,026,072	\$ 235,000	\$ 8,816,880
Emergency Mgmt.	\$ 139,348	\$ 32,500	\$ 53,300	\$ 78,187	\$ -	\$ 303,335
Environmental Svcs-ROW	\$ 400,767	\$ 21,500	\$ 250,000	\$ 25,000	\$ -	\$ 697,267
Cemetery Maint.	\$ 80,992	\$ 22,500	\$ 3,500	\$ -	\$ -	\$ 106,992
Parks & Recreation	\$ 1,315,161	\$ 129,600	\$ 346,400	\$ 649,500	\$ -	\$ 2,440,661
Swimming Pool	\$ 64,590	\$ 79,200	\$ 24,500	\$ 144,000	\$ -	\$ 312,290
Stronger Together Oxford	\$ 161,241	\$ 20,200	\$ 45,000	\$ 2,500	\$ -	\$ 228,941
mTrade Park	\$ 966,452	\$ 812,400	\$ 412,000	\$ 795,604	\$ -	\$ 2,986,456
City Garage	\$ 644,223	\$ 868,000	\$ 40,500	\$ 48,000	\$ -	\$ 1,600,723
Animal Resource Center	\$ 616,863	\$ 164,000	\$ 161,300	\$ 55,848	\$ -	\$ 998,011
TOTALS	\$ 26,968,237	\$ 4,492,140	\$ 5,983,665	\$ 5,330,382	\$ 235,000	\$ 43,009,424

**2024-2025 Budget
DEVELOPMENT SVCS**

**2024-2025 Budgeted Figures
as of October 1, 2024**

<u>Departments</u>	<u>Personnel Services</u>	<u>Supplies</u>	<u>Other Svcs.</u>	<u>Capital Outlay</u>	<u>Transfers Out</u>	<u>Total</u>
Engineering	\$ 782,031	\$ 31,500	\$ 45,900	\$ 15,000	\$ -	\$ 874,431
Planning Department	\$ 468,298	\$ 101,000	\$ 145,500	\$ 5,000	\$ -	\$ 719,798
Building Department	\$ 471,648	\$ 29,500	\$ 73,500	\$ 10,000	\$ -	\$ 584,648
Street Department	\$ 912,291	\$ 524,250	\$ 1,578,500	\$ 4,910,000	\$ 500,000	\$ 8,425,041
Totals	\$ 2,634,268	\$ 686,250	\$ 1,843,400	\$ 4,940,000	\$ 500,000	\$ 10,603,918

ENVIRONMENTAL SVCS

	2024-2025 Projected Revenues
Penalties & Interest	\$ 35,000
Reimb.-Transfer Station	\$ 220,000
Sanitation Charges	\$ 6,250,000
Waste Disposal	\$ 50,000
Miscellaneous	\$ 255,000
Income from Recycling	\$ 100,000
Transfers In	\$ -
Grandtotal for Revenues	\$ 6,910,000
Beginning Cash Used	\$ (76,128)
Total	\$ 6,833,872

**2024-2025 Budget
ENVIRONMENTAL SVCS**

**2024-2025 Budgeted Figures
as of October 1, 2024**

<u>Departments</u>	<u>Personnel Services</u>	<u>Supplies</u>	<u>Other Svcs.</u>	<u>Capital Outlay</u>	<u>Debt Service</u>	<u>Total</u>
Sanitation-Admin.	\$ 569,391	\$ 49,000	\$ 125,500	\$ 546,000	\$ 1,005,528	\$ 2,295,419
Street Cleaning	\$ 98,554	\$ 12,750	\$ -	\$ -	\$ -	\$ 111,304
Waste Collection	\$ 1,098,315	\$ 255,000	\$ 160,000	\$ 80,000	\$ -	\$ 1,593,315
Transfer Station	\$ 269,176	\$ 73,500	\$ 1,002,000	\$ 295,000	\$ -	\$ 1,639,676
Rubbish Collection	\$ 387,597	\$ 80,000	\$ 150,000	\$ -	\$ -	\$ 617,597
Recycling	\$ 459,561	\$ 71,000	\$ 46,000	\$ -	\$ -	\$ 576,561
Totals	\$ 2,882,594	\$ 541,250	\$ 1,483,500	\$ 921,000	\$ 1,005,528	\$ 6,833,872

Water & Sewer Revenue

	2024-2025 Projected Revenues
UTILITY SERVICES	
Water Sales	\$ 6,400,000
Service Connections	\$ 550,000
Sewer Charges	\$ 6,500,000
Interest Income	\$ 325,000
Miscellaneous	\$ 525,000
Penalties & Service Charges	\$ 55,000
Grandtotal for Revenues	\$ 14,355,000
Beginning Cash	\$ 12,021,593
Total	\$ 26,376,593

**2024-2025 Budget
Water & Sewer**

**2024-2025 Budgeted Figures
as of October 1, 2024**

<u>Departments</u>	<u>Personnel Services</u>	<u>Supplies</u>	<u>Other Svcs.</u>	<u>Capital Outlay</u>	<u>Debt Service</u>	<u>Transfers & Other Charges</u>	<u>Total</u>
Admin. & General	\$ 417,200	\$ 65,000	\$ 102,500	\$ 70,000	\$ 3,267,145	\$ 1,000,000	\$ 4,921,845
Finance & Customer	\$ -	\$ -	\$ 685,000	\$ -	\$ -	\$ -	\$ 685,000
Transmission & Distribution	\$ 656,000	\$ 551,250	\$ 99,500	\$ 2,674,508	\$ -	\$ -	\$ 3,981,258
Treatment & Purification	\$ 1,015,750	\$ 618,250	\$ 788,000	\$ 782,000	\$ -	\$ -	\$ 3,204,000
Source of Supply	\$ 218,290	\$ 392,500	\$ 436,000	\$ 10,930,000	\$ -	\$ -	\$ 11,976,790
Sanitary Sewer Lines	\$ 363,000	\$ 104,500	\$ 50,200	\$ 905,000	\$ -	\$ -	\$ 1,422,700
Punkin Water Bond Series	\$ -	\$ -	\$ 40,000	\$ 145,000	\$ -	\$ -	\$ 185,000
Totals	\$ 2,670,240	\$ 1,731,500	\$ 2,201,200	\$ 15,506,508	\$ 3,267,145	\$ 1,000,000	\$ 26,376,593

2024-2025 Budget
Other Funds

2024-2025 Budgeted Figures
as of October 1, 2024

Fund Name	Revenue	Personnel Services	Supplies	Other Svcs.	Capital Outlay	Debt Service	Transfers Out	Expenses Total
003 \$9M Bonds-Series 2023 proceeds	\$ -	\$ -	\$ -	\$ -	\$ 6,087,821	\$ -	\$ -	\$ 6,087,821
012 2022 GO Note	\$ -	\$ -	\$ -	\$ -	\$ 750,000	\$ -	\$ -	\$ 750,000
015 BMH-NMS Sale Proceeds/Comm. Health Funds	\$ 16,475	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000
100 MDJ Unit Fund	\$ 705,000	\$ 517,628	\$ 77,500	\$ 110,700	\$ 85,000	\$ -	\$ -	\$ 790,828
105 Fed. Seized Funds-US Marshalls	\$ 10,000	\$ -	\$ -	\$ 10,000	\$ 20,000	\$ -	\$ -	\$ 30,000
110 Metro Narcotics-Seized Funds	\$ 25,000	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000
210 2023 GO Bonds-\$9M	\$ 695,875	\$ -	\$ -	\$ -	\$ -	\$ 687,875	\$ -	\$ 687,875
240 2012 GO Bonds	\$ 483,110	\$ -	\$ -	\$ -	\$ -	\$ 439,781	\$ -	\$ 439,781
245 Oxf. Commons Spec. Assesm.-2014	\$ 130,898	\$ -	\$ -	\$ -	\$ -	\$ 130,898	\$ -	\$ 130,898
250 2015 GO Refi. 04 & 07	\$ 697,032	\$ -	\$ -	\$ -	\$ -	\$ 655,250	\$ -	\$ 655,250
255 2017A \$7.5M GO Bond	\$ 536,985	\$ -	\$ -	\$ -	\$ -	\$ 502,500	\$ -	\$ 502,500
260 2017B \$7.5M GO Bond	\$ 535,685	\$ -	\$ -	\$ -	\$ -	\$ 501,200	\$ -	\$ 501,200
265 2018A \$2.7M GO Bond	\$ 216,002	\$ -	\$ -	\$ -	\$ -	\$ 181,220	\$ -	\$ 181,220
270 2018B \$9.95M GO Bond	\$ 679,450	\$ -	\$ -	\$ -	\$ -	\$ 679,450	\$ -	\$ 679,450
275 2018C \$1.050M GO Bond	\$ 127,700	\$ -	\$ -	\$ -	\$ -	\$ 127,700	\$ -	\$ 127,700
276 TIF Escrow-The Lamar	\$ 28,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
277 TIF Escrow-Oxford Farms	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
278 TIF Escrow-Colonnade Crossing	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
280 2019 \$4M TIF Bonds	\$ 401,723	\$ -	\$ -	\$ -	\$ -	\$ 401,723	\$ -	\$ 401,723
285 2022 GO Refunding Bonds \$7.7M	\$ 206,895	\$ -	\$ -	\$ -	\$ -	\$ 206,895	\$ -	\$ 206,895
300 OPC-Activity Fund	\$ 726,000	\$ -	\$ 150,300	\$ 409,900	\$ -	\$ -	\$ 300,000	\$ 860,200
602 Cemetery Trust Funds	\$ 50,000	\$ -	\$ 10,000	\$ 5,000	\$ 6,500	\$ -	\$ 20,000	\$ 41,500
610 DARE Funds	\$ 25,000	\$ -	\$ -	\$ 26,000	\$ 25,000	\$ -	\$ -	\$ 51,000
611 Tourism Tax	\$ 884,000	\$ -	\$ -	\$ 884,000	\$ -	\$ -	\$ -	\$ 884,000
618 Homeland Security Grant Funds	\$ 73,000	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000
619 Trust & Agency-Misc.	\$ 1,040,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ 400,000
620 Forestry Grant Funds	\$ -	\$ -	\$ -	\$ 57,000	\$ -	\$ -	\$ -	\$ 57,000
622 Woodlawn Park Proj.	\$ 200,000	\$ -	\$ -	\$ -	\$ 240,802	\$ -	\$ -	\$ 240,802
623 Crime Prevention Funds	\$ 20,000	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000
625 Admin. Fee- Court Dept.	\$ 50,000	\$ -	\$ -	\$ 51,500	\$ 250,000	\$ -	\$ -	\$ 301,500
628 Tennis Sponsorships	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
631 Mounted Patrol	\$ 2,000	\$ -	\$ -	\$ 2,200	\$ -	\$ -	\$ -	\$ 2,200
632 OPD DUI Grant-405D funds	\$ 162,007	\$ -	\$ -	\$ 162,007	\$ -	\$ -	\$ -	\$ 162,007
634 Fire Prevention/Smoke Detector Fund	\$ 5,000	\$ -	\$ -	\$ 6,700	\$ -	\$ -	\$ -	\$ 6,700
635 OPD Traffic Services Grant 402 Funds	\$ 21,961	\$ 21,961	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,961
638 Development Svcs-Bonds Held	\$ 100,000	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000
639 Infrastructure/Maintenance-MIMA	\$ 2,822,808	\$ -	\$ 4,023,000	\$ 500,000	\$ 1,700,000	\$ -	\$ -	\$ 6,223,000
645 Univ. Ave.-Pegues Road Connector	\$ 6,000,000	\$ -	\$ -	\$ -	\$ 6,000,000	\$ -	\$ -	\$ 6,000,000
646 Oxford Square Park Project	\$ -	\$ -	\$ -	\$ 42,320	\$ -	\$ -	\$ -	\$ 42,320
647 Intersection Improvements Escrow	\$ 11,935,377	\$ -	\$ 1,500,000	\$ 426,024	\$ 14,746,890	\$ -	\$ 400,000	\$ 17,072,914
648 Capital Project-SB3049	\$ -	\$ -	\$ -	\$ 245,205	\$ -	\$ -	\$ -	\$ 245,205
653 O.U.T-Oxford Transit Grant Funds	\$ 5,871,950	\$ 3,181,450	\$ 1,124,000	\$ 675,500	\$ 891,000	\$ -	\$ -	\$ 5,871,950
661 ARC Capital Fund	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ 20,000

662	OPC Pool Renovation Fund	\$ -	\$ -	\$ -	\$ -	\$ 4,920,682	\$ -	\$ -	\$ 4,920,682
667	CLG Grant/Archives & History	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ 20,000	
670	Unemployment Comp	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ -	\$ 5,000	
675	North Lamar Park Project	\$ -	\$ -	\$ -	\$ 19,841	\$ -	\$ -	\$ 19,841	
678	Hwy 7 Utility Reloc. Projects	\$ -	\$ -	\$ -	\$ -	\$ 7,380,000	\$ -	\$ 7,380,000	
679	RSVP 5310 Grant-County Transit	\$ 35,154	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
681	Medical Reserve Corp. Funds	\$ -	\$ -	\$ 7,072	\$ -	\$ -	\$ -	\$ 7,072	
684	OPD Grant Funds	\$ 68,375	\$ -	\$ -	\$ -	\$ 68,375	\$ -	\$ 68,375	
689	\$30M Trust Proceeds Recvd.	\$ 1,066,895	\$ -	\$ -	\$ -	\$ -	\$ 1,853,000	\$ 1,853,000	
691	EMSOF Grant	\$ -	\$ -	\$ -	\$ -	\$ 34,479	\$ -	\$ 34,479	
693	HB2468	\$ 2,128,700	\$ -	\$ 2,128,700	\$ -	\$ -	\$ -	\$ 2,128,700	
694	Tree Escrow Fund	\$ 225,000	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ 75,000	
696	Historic Homes Fund	\$ 150,000	\$ -	\$ 102,500	\$ 47,500	\$ -	\$ -	\$ 150,000	
725	Holly Jolly Holidays	\$ 725,000	\$ 44,060	\$ 83,000	\$ 137,000	\$ 350,000	\$ -	\$ 614,060	
726	Conference Center	\$ 2,384,765	\$ 556,244	\$ 429,100	\$ 609,100	\$ 1,504,200	\$ -	\$ 3,098,644	
727	2% Food & Beverage Funds	\$ 5,015,585	\$ -	\$ 135,000	\$ 4,146,157	\$ 2,145,000	\$ 165,000	\$ 6,591,157	
729	Parking Division Revenue	\$ 1,340,445	\$ -	\$ 78,750	\$ 141,650	\$ 356,000	\$ 1,249,093	\$ 1,825,493	
TOTALS		\$ 48,779,852.00	\$ 4,321,343.00	\$ 9,848,922.00	\$ 8,930,304.00	\$ 41,543,928.00	\$ 4,514,492.00	\$ 4,462,093.00	\$ 73,621,082.00

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

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

CITY OF OXFORD – 2024-2025

	Proposed Mill Rate	Authority
General Fund	24.95	21-33-45
Parks & Recreation	2.00	21-37-43
2012 General Obligation	.85	21-33-45
2023 General Obligation	1.30	21-33-45
2015 General Obligation	1.30	21-33-45
2017A General Obligation	.95	21-33-45
2017B General Obligation	.95	21-33-45
2018A General Obligation	<u>.35</u>	21-33-45
Subtotal for Municipality	<u>32.65</u>	
School Bond & Interest	12.21	37-59-1
School Maintenance	<u>49.30</u>	37-57-104-107
Subtotal for Oxford School	<u>61.51</u>	
TOTAL MILLS FOR CITY & SCHOOL	<u>94.16</u>	

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

Alderman Addy	voted
Alderman Huesle	voted
Alderman Hyneman	voted
Alderman Howell-Atkinson	voted
Alderman Taylor	voted
Alderman Bailey	voted
Alderman Crowe	voted

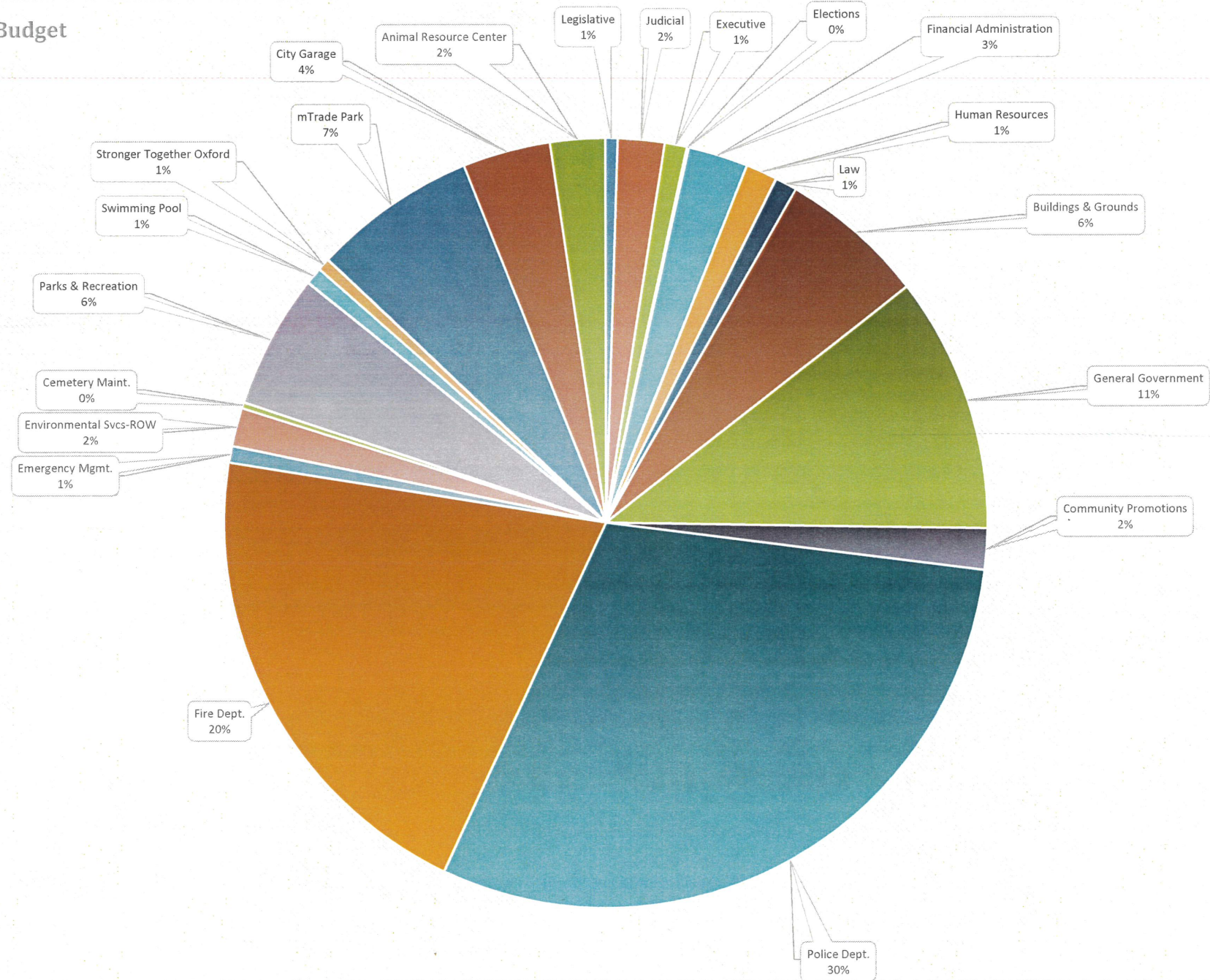
Whereupon the Mayor declared the motion carried and the Resolution adopted, this the 12th day of September, 2024.

ROBYN TANNEHILL, MAYOR

ATTEST:

ASHLEY ATKINSON, CITY CLERK

City of Oxford General Fund Budget
FY 2024-2025



Ordinance 2024-____

**ORDINANCE AMENDING CHAPTER 87, ARTICLE III, CODE OF
ORDINANCES OF THE CITY OF OXFORD, MISSISSIPPI – JUNK VEHICLES
AND APPLIANCES**

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

SECTION I. That Section, 87-46, Code of Ordinances, Oxford, Mississippi, is hereby amended as follows:

Sec. 87-46. Junk vehicles and appliances.

- (a) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Junked appliances means all ice boxes, refrigerators, stoves, washing machines, hot water tanks, and/or similar items.

Junked vehicles means one that is in a state of disrepair and incapable of being moved under its own power.

Rubbish means and includes weeds, glass, building rubbish, dead trees, garbage, and trash.

- (b) It shall be unlawful for the owner or occupant of a property, **in any zoning district**, ~~residential building, or residential property~~ to utilize the premises ~~of such residential property~~ for the open storage of any junked vehicle or junked appliance. It shall be the duty and responsibility of every such owner or occupant to keep the premises of such ~~residential~~ property clean and to remove from the premises all such junked items, as well as rubbish, upon notice from the mayor or ~~his~~ **their** authorized representative.
- 1) **A property whose primary business is the repair or maintenance of appliances or automobiles may be allowed to maintain such items on the property for the purpose of such repair or maintenance for a period of up to 60 days.**
 - 2) **This ordinance does not restrict any Commercial property governed under Chapter 62 Junk and Junk Dealers or as authorized in the Land Development Code.**
- (c) From and after October 1, 1970, it shall be unlawful to either maintain or use premises for the open storage of any materials specified in subsection (a) above.
- (d) Violations of this section shall be punished in accordance with chapter 1, General Provisions, section 1-8, General Penalties, Continuing Violation; Abatement of Nuisances, Continuing Violations.

SECTION II. REPEALING CLAUSE

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

SECTION III. EFFECTIVE DATE

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

Alderman Addy	voted	_____
Alderman Huelse	voted	_____
Alderman Hyneman	voted	_____
Alderman Atkinson	voted	_____
Alderman Taylor	voted	_____
Alderman Bailey	voted	_____
Alderman Crowe	voted	_____

APPROVED, this the ____ day of, 2024

ROBYN TANNEHILL, MAYOR

ASHLEY ATKINSON, CITY CLERK



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 \ 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: CWA
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: 9/4-9/14 Start Time: 7:00am End Time: 2:00pm

Type of Event: Strike

Event Location Information:

Starting Point Location: 701 s Lamar

Finish Line Location: 701 s Lamar

Detailed Route: _____

Other Information: _____

Designation of any City of Oxford Facilities and/or Equipment to be Utilized: _____

Number of Expected Participants: 20 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: _____

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:



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, 102-637, The City of Oxford Police Department does hereby grant the petitioner, permission to hold an event on the following date(s), time(s), and location: Upon approval by the Chief of Police.

No permit received with less than 14 days prior to the event date will be approved.

102-640. - Fees. A nonrefundable fee of \$25.00 to cover administrative costs of processing the permit shall be paid to the City of Oxford by the applicant when the application is filed.

Name of Applicant: ~~ZI UNITED~~ BRADLEY RAYNER

Address: 1090 AUGUSTA DR

Telephone: 662 715 9200

Name of Organization: ZI UNITED

Address: 1090 AUGUSTA DR

Telephone: 662 380 0577

Organization Director: BRADLEY RAYNER

Email: info @ ZIunited.org

On Site Contact Person: BRADLEY RAYNER

Name:

Telephone: 662 715 9200

Requested Date(s): 10/20/24

Requested Time(s): 2-4 PM

Requested Location(s): OLD ARMORY PAVILION

Type of Event: AWARENESS WALK

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

Detailed Route Information, Start to Finish:

OUR WALK GOES FROM THE PAVILION TO THE MIDDLE SCHOOL AND BACK ON BRAMLETT BLVD. EVENT IS 2-4 PM
THE WALK TAKES PLACE FROM 2:45-3:15

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.:

USUALLY BOTH LANES OF BRAMLETT FROM 2:45-3:15
Number of expected Spectators: 400-500 PEOPLE

Assembly Point and time of Participants:

PAVILLION, 2 PM, 400-500

Description of any type of recording equipment, signs, banners, attention getting

devices to be used for the event: WALK SIGNS ON BOTH SIDES OF STREET

Special Detail Instructions:


Applicant

8/28/24
Date

4:23 PM
Time

Permit Approved By:

Chief of Police

Date

Time

OXFORD FIRE DEPARTMENT

Joey Gardner
Fire Chief
jgardner@oxfordms.net



Adam Patton
Deputy Chief
apatton@oxfordms.net

Office: 662-232-2418
Fax: 662-232-2318

399 McElroy Dr.
Oxford MS, 38655

EMT Class Policy

Revised 9/03/2024

The Oxford Fire Department will give EMT's a 3% raise. The members of the Department will have 2 options for paying for the EMT Class.

1. The Oxford Fire Department will pay for the cost of the EMT class and books, also the State EMT License. Upon passing the class, passing the National Registry, & obtaining the State EMT License. An EMT will be given a 3% pay increase.
 - OFD will not pay for the National Registry Test.
 - Members will have 12 months to pass the National Registry Test.
 - OFD will not pay for the bi-annual refreshers.
 - If OFD pays for the class up front, and the student drops out of the class, fails the class, fails the National Registry test, or does not obtain the state license, the student will receive a written reprimand, and will be responsible for the full amount paid by OFD.
2. Any member of the Oxford Fire Department can pay for the EMT class out of pocket. Upon passing of the class, passing the National Registry, & obtaining State License, the Oxford Fire Department will reimburse the student for the amount of the class, books, & State EMT License. All receipts for the class, books, & license MUST be turned in BEFORE reimbursement will be paid. An EMT will be given a 3% pay increase.
 - OFD will not pay for the National Registry Test.
 - Members will have 12 months to pass the National Registry Test
 - OFD will not pay for the bi-annual refreshers.
 - If the student pays for the class out of pocket, no action will be taken.

Name: _____

Date: _____

Chief: _____

Date: _____

Oxford Fire Probationary Firefighter Evaluation

The Company Officers and Chief Officers should rate the probationary firefighter's performance in each of the listed categories. Use the rating key and provide specific examples illustrating the rating.

Rating Key:

- **5:** Consistently exceeds expectations
- **4:** Often exceeds expectations
- **3:** Meets expectations
- **2:** Needs improvement
- **1:** Consistently underperforms in role

* Indicates required question

1. Employee First Name *

2. Employee Last Name *

3. Evaluator First and Last Name *

4. Employee Hire Date *

5. 180th Day of Probationary Period *

6. Date of Evaluation *

7. **Job Knowledge**

*

Understands department policies, fire suppression techniques, and emergency protocols; proficient in critical areas of firefighting.

Mark only one oval.

- 5: Consistently exceeds expectations
- 4: Often exceeds expectations
- 3: Meets expectations
- 2: Needs improvement
- 1: Consistently underperforms in role

8. **Comments** *

9. **Communication Skills**

*

Communicates effectively with team members, officers, and the public. Demonstrates clear and accurate reporting.

Mark only one oval.

- 5: Consistently exceeds expectations
- 4: Often exceeds expectations
- 3: Meets expectations
- 2: Needs improvement
- 1: Consistently underperforms in role

10. Comments *

11. **Productivity and Quality of Work**

*

Completes tasks efficiently, follows fireground procedures, and ensures that work is thorough, accurate, and meets department standards.

Mark only one oval.

- 5: Consistently exceeds expectations
- 4: Often exceeds expectations
- 3: Meets expectations
- 2: Needs improvement
- 1: Consistently underperforms in role

12. Comments *

13. **Adaptability** *

Responds positively to changes in assignments, adjusts to various fireground conditions, and is eager to learn new skills.

Mark only one oval.

- 5: Consistently exceeds expectations
- 4: Often exceeds expectations
- 3: Meets expectations
- 2: Needs improvement
- 1: Consistently underperforms in role

14. **Comments** *

15. **Professional Demeanor** *

Maintains a professional appearance and attitude, upholds department values, and interacts positively with colleagues and the public.

Mark only one oval.

- 5: Consistently exceeds expectations
- 4: Often exceeds expectations
- 3: Meets expectations
- 2: Needs improvement
- 1: Consistently underperforms in role

16. Comments *

17. **Initiative and Creativity**

*

Proactively seeks ways to improve personal performance and department operations, actively participates in training, and demonstrates independent thinking.

Mark only one oval.

- 5: Consistently exceeds expectations
- 4: Often exceeds expectations
- 3: Meets expectations
- 2: Needs improvement
- 1: Consistently underperforms in role

18. Comments *

19. **Time Management and Reliability**

*

Punctual, reliable, and consistently meets deadlines. Demonstrates good organizational skills during shifts.

Mark only one oval.

- 5: Consistently exceeds expectations
- 4: Often exceeds expectations
- 3: Meets expectations
- 2: Needs improvement
- 1: Consistently underperforms in role

20. **Comments** *

21. **Interpersonal Skills**

*

Works effectively within the team, receives and applies constructive feedback, and contributes to a positive work environment.

Mark only one oval.

- 5: Consistently exceeds expectations
- 4: Often exceeds expectations
- 3: Meets expectations
- 2: Needs improvement
- 1: Consistently underperforms in role

22. Comments *

23. **Leadership**

*

Demonstrates leadership qualities, sets a positive example, motivates others, and makes sound decisions under pressure.

Mark only one oval.

- 5: Consistently exceeds expectations
- 4: Often exceeds expectations
- 3: Meets expectations
- 2: Needs improvement
- 1: Consistently underperforms in role

24. Comments *

Development and Feedback

25. **Goals**

*

The Company Officers and Chief Officers should establish goals with the firefighter during the performance review.

26. **Training and Development Needs**

*

List any training and developmental needs identified during the evaluation.

27. **Probationary Firefighter Comments**

*

Evaluator's Recommendation

- **Terminate Employment:** The firefighter's performance does not meet the required standards, and employment should be discontinued.
- **Maintain Employment with Contingency of Improvement:** The firefighter's performance needs improvement in specific areas. Continued employment is recommended with a development plan for improvement.
- **Maintain Employment:** The firefighter's performance meets or exceeds the required standards, and continued employment is recommended.

28. **Terminate Employment ***

Mark only one oval.

Yes

No

29. **Maintain Employment with Contingency of Improvement: ***

Mark only one oval.

Yes

No

30. **Maintain Employment: ***

Mark only one oval.

Yes

No

31. **Employee Name ***

32. **I confirm that I have discussed this review in detail with my supervisor. ***

Check all that apply.

Yes, I acknowledge the review.

33. **Evaluator Name ***

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Google Forms

OXFORD FIRE DEPARTMENT

Joey Gardner
Fire Chief
jgardner@oxfordms.net



Adam Patton
Deputy Chief
apatton@oxfordms.net

Office: 662-232-2418
Fax: 662-232-2318

399 McElroy Dr.
Oxford MS, 38655

Oxford Fire Department Probationary Firefighter Evaluation Scoring

Passing Thresholds

Thresholds for continuing employment based on the final average score. For example:

- **4.0 - 5.0:** Excellent Performance – Continue employment, potential for leadership roles.
- **3.0 - 3.9:** Satisfactory Performance – Meets expectations; continue employment.
- **2.0 - 2.9:** Needs Improvement – Continue employment with development plan.
- **Below 2.0:** Unsatisfactory Performance – Discontinue employment.

Example Scoring

<u>Category</u>	<u>Score (1-5)</u>
Job Knowledge	4
Communication Skills	3
Productivity and Quality	4
Adaptability	3
Professional Demeanor	5
Initiative and Creativity	4
Time Management	4
Interpersonal Skills	3
Leadership	4

Total Score: $4 + 3 + 4 + 3 + 5 + 4 + 4 + 3 + 4 = 34$

Average Score: $34 \div 9 = 3.78$

Final Score and Decision

The firefighter's average score is **3.78**, which falls into the "Satisfactory Performance" range. Based on your thresholds, this would mean the firefighter continues employment.

OXFORD FIRE DEPARTMENT

Jake Quarles
Training Chief
ofdtraining@oxfordms.net



Office: 662-232-2741
Fax: 662-232-2318

399 McElroy Dr.
Oxford MS, 38655

Dear Probationary Firefighters,

Welcome to the Oxford Fire Department. The enclosed task book outlines the essential skills and competencies required during your probationary period. This training program is designed to ensure you have the foundational knowledge and practical skills necessary to perform effectively and safely on the fireground. These skills will be performed by all probationary firefighters no matter whether certified or not.

Procedure for Skill Sign-Off:

1. **Initial Training and Sign-Off:**
 - After receiving training for each skill, you will be evaluated by a company officer.
 - The officer will sign off on your performance based on your first attempt to demonstrate competency in the skill.
2. **Second Sign-Off:**
 - It is your responsibility to arrange for a second officer to evaluate and sign off on the same skill on a different date.
 - This ensures that your proficiency is consistently demonstrated and validated by multiple officers.
3. **Three-Month Audit:**
 - After three months, there will be an audit where five random skills from the task book will be selected.
 - You will be required to perform these skills to demonstrate continued competency.
 - Based on this audit, you will either pass or fail, impacting your progress and standing within the department.

** There are certain skills that will not be required to completed multiple times. These skills will only have one signature block.**

The task book serves as a record of your training and skill proficiency, which will be placed in your file upon completion. Should you have any questions or require further guidance, please do not hesitate to contact me.

Your dedication to mastering these skills is critical to your development and success as a firefighter. We are committed to supporting you throughout this process and ensuring that you are well-prepared for the challenges you will face in the line of duty.

Sincerely,

Jake Quarles
Chief of Training
Oxford Fire Department

OXFORD FIRE DEPARTMENT

Jake Quarles
Training Chief
ofdtraining@oxfordms.net



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Fax: 662-232-2318

399 McElroy Dr.
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OFD New Recruit Skill Sheet

Name: _____

Date Started: _____

Issued copy of dept SOPs/Rules

Date _____

Given copy of Street test material

Date _____

Given copy of Building test material

Date _____

Issued turnouts

Date _____

Skill 1: Equipment Familiarization

- **Purpose:** A fire apparatus is similar to large rolling tool boxes with portable equipment that must be used on the fireground or emergency scene. The firefighters must know what the different equipment is used for where it's stowed on the apparatus and the uses of each piece.
- **Objective:** The recruit should be able to know where each piece of equipment is stored on the apparatus and the general uses for each piece.
- **Instructions:**
 - Show the recruit each piece of equipment in every compartment.
 - Explain the general uses of each piece.
 - Demonstrate how to crank powered equipment.
 - Instruct the recruit to memorize the equipment in each compartment.
 - Quiz the recruit over several shifts on the contents and uses of the equipment.
 - Achieve mastery when the recruit can name the equipment and understand their uses.

Date 1st Attempt: _____

Officer: _____

Date Completed: _____

Officer: _____

Date of Audit: _____

Officer: _____

- Pass
- Fail

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Comments: _____

Skill 2: Personal Protective Equipment (PPE)

- **Purpose:** Firefighters must work in hazardous environments and must maintain protection from inhalation and thermal hazards.
- **Objective:** Be familiar enough with the firefighting ensemble that the recruit can don their gear in 1 minute 30 seconds or less.
- **Instructions:**
 - Start with shoes off and hands raised.
 - Don turnout pants, boots, and suspenders.
 - Don turnout coat, ensuring it is fully zipped and fastened.
 - Don SCBA, mask, and helmet.
 - Don gloves and ensure all gear is correctly worn and functional.
 - Complete the process within 1:30 or less.
 - The Recruit will do this 3 times in a row before the initial sign off.

Date 1st Sign-off: _____

Officer: _____

Date Completed: _____

Officer: _____

Date of Audit: _____

Officer: _____

- Pass
- Fail

Comments: _____

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Skill 3: Establish a Water Supply

- **Purpose:** A dedicated water supply from a fire hydrant is established at almost every working structure fire. Many times it will be the firefighter's responsibility to make the necessary connections to the hydrant at an emergency scene.
- **Objective:** Using 4" LDH from the rear of the apparatus and the necessary fittings from a hydrant bag the firefighter will demonstrate the ability to establish a water supply.
- **Instructions:**
 - Recruit in full PPE (without facepiece) starts in riding position on the apparatus.
 - Apparatus advances to the hydrant and stops with the tailboard near the hydrant.
 - Recruit exits, grabs the hydrant bag and 4" LDH, and wraps the hydrant.
 - Signal completion, then the engine advances to the simulated fire area.
 - Unwrap hose, flush the hydrant, make connections using adapters to "dress" the hydrant.
 - Fully open hydrant upon signal from driver/operator.
 - Discuss and practice procedures for a reverse lay.

Date 1st Sign-off: _____

Officer: _____

Date Completed: _____

Officer: _____

Date of Audit: _____

Officer: _____

- Pass
 Fail

Comments: _____

Skill 4: Radio Communications

- **Purpose:** The portable radio is our way of communicating with other crew members, dispatchers, and is our avenue for letting someone on the exterior of a fire building know we are in trouble or need assistance. A firefighter should be thoroughly familiar with its operation.

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- **Objective:** The recruit should be familiar with all aspects of the portable radio that is issued to him/her. The recruit should make all efforts to be competent in the operation of the portable radio.
- **Instructions:**
 - Go over all functions of the portable radio, including radio channels, common terminology, and best practices for sending and receiving messages.
 - Discuss on-scene communications and portable radio numbers.
 - Schedule a trip to the Lafayette County Dispatch center for recruits to understand the emergency dispatch process.

Date 1st Sign-off: _____

Officer: _____

Date Completed: _____

Officer: _____

Date of Audit: _____

Officer: _____

- Pass
- Fail

Comments: _____

Skill 5: Cascade System

- **Purpose:** The air in our SCBA is our life line in an IDLH atmosphere. After every use of our SCBA, we must ensure that the bottle has been refilled and is full.
- **Objective:** Refill the SCBA cylinder and understand the concept of a cascade fill station.
- **Instructions:**
 - Explain the basic operation and concept of the cascade fill station.
 - Demonstrate the operation of the system.
 - Allow the recruit to fill several bottles.
 - Explain the importance of starting the shift and having full bottles after every SCBA use.
 - Have the recruit fill bottles as often as necessary.

Date 1st Sign-off: _____

Officer: _____

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Date Completed: _____

Officer: _____

Date of Audit: _____

Officer: _____

- Pass
- Fail

Comments: _____

Skill 6: Ground Ladders

- **Purpose:** Many times firefighters use ground ladders on the fireground to gain access to upper floors or the roof of a building.
- **Objective:** The recruit should be able to select an appropriately sized ground ladder for the job at hand, remove the ladder from its stowed position on the apparatus, and deploy it for work or rescue within 2 minutes.
- **Instructions:**
 - Discuss single-man ladder carry techniques and how to position and raise the ladder.
 - Discuss the parts of a ladder and how to tie the halyard.
 - Give the recruit a scenario requiring a 24' ground ladder.
 - Recruit in full PPE (facepiece not in place) exits the apparatus, selects the ladder and a tool.
 - Carry the ladder safely to the area, raise it, place it at an appropriate angle, and tie off the halyard.
 - Mask up on air and with tool in hand, ascend the ladder to touch the wall at the top.
 - Show other ladder carries with 2 or 3 people using the 35' ladder.
 - Carry and place the 35' ladder in service to a simulated window or roof with another member.

Date 1st Sign-off: _____

Officer: _____

Date Completed: _____

Officer: _____

Date of Audit: _____

Officer: _____

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- Pass
- Fail

Comments: _____

Skill 7: Working off a Ground Ladder / Roof Ladder

- **Purpose:** Many times ladders are used to not only reach heights but also to do work off of.
- **Objective:** To gain proficiency working from an extension ladder or roof ladder at various heights.
- **Instructions:**
 - Set up a ground ladder and roof ladder to the roof with roof hooks over the peak.
 - Practice working on the roof while maintaining contact with the roof ladder.
 - Discuss proper cuts for vertical ventilation and practice using the roof prop if available.
 - Practice locking off on the ground ladder and using various tools.
 - Extend and operate a hose line from the ladder while locked off.

Date 1st Sign-off: _____

Officer: _____

Date Completed: _____

Officer: _____

Date of Audit: _____

Officer: _____

- Pass
- Fail

Comments: _____

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Skill 8: PPV

- **Purpose:** Ventilation is used at almost every structure fire in order to rid the structure of heat and smoke. The firefighter should know how to establish ventilation using a Positive Pressure Ventilation Fan.
- **Objective:** The recruit should be able to obtain the fan, place it at the proper location, and crank the fan to obtain positive pressure for ventilation.
- **Instructions:**
 - Show the recruit where the vent fan is kept on the apparatus and how to crank the fan.
 - Move the fan to a door on the fire station or training building and crank it.
 - Demonstrate proper angle and distance of the fan to achieve a “seal” on the door.
 - Stress the importance of having an exhaust opening on the rear.
 - Use toilet paper to show the airflow through the structure.
 - Demonstrate negative pressure using the smoke ejector and hang bar.
 - Discuss when and why to use negative pressure ventilation.

Date 1st Sign-off: _____

Officer: _____

Date Completed: _____

Officer: _____

Date of Audit: _____

Officer: _____

- Pass
- Fail

Comments: _____

Skill 9: Forcible Entry

- **Purpose:** Firefighters must be able to gain access to the interior of buildings that are on fire, and many times the normal means of entry or egress will be locked and secured, especially if the fire is after hours.
- **Objective:** The recruit should have basic knowledge of prying and striking tools and should be able to force entry into both an inward and outward swinging door.
- **Instructions:**
 - Discuss different ways to use striking tools and prying tools (Halligan).

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- Practice 1-man forcible entry on both inward and outward swinging door props.
- Force both doors in full PPE within 1 minute 30 seconds.
- Discuss or show the proper method to take out a window for entry or ventilation.
- Clear the window completely, using appropriate tools, and be upwind of the window.

Date 1st Sign-off: _____

Officer: _____

Date Completed: _____

Officer: _____

Date of Audit: _____

Officer: _____

- Pass
- Fail

Comments: _____

Skill 10: Search Patterns

- **Purpose:** Firefighters often work in low or zero visibility conditions and must be able to remain oriented inside the structure so they don't get lost and run out of air inside the hazardous atmosphere.
- **Objective:** In zero visibility conditions, the recruit should demonstrate a correct right or left hand pattern to maintain orientation while navigating in a given area. The objective is for the recruit to understand how to hold a pattern and not necessarily how to perform an effective search at this point.
- **Instructions:**
 - Recruit in full PPE and on air navigates through a given area using a right or left hand pattern.
 - Area should be maze-like and unfamiliar to the recruit.
 - Navigate the entire area or reach a specific point, then reverse the pattern and exit.
 - Maintain orientation and mastery of the pattern; no need to perform an effective search.

Date 1st Sign-off: _____

Officer: _____

Date Completed: _____

Officer: _____

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Date of Audit: _____

Officer: _____

- Pass
 Fail

Comments: _____

Skill 11: Primary/Secondary Search

- **Purpose:** A primary and secondary search for victims should be performed at a structure fire to ensure that people trapped by smoke, heat, or flames can be removed to the outside.
- **Objective:** To operate as a member of a search and rescue team to search a given area as quickly as possible, removing any victims to a designated safe haven while maintaining team integrity, orientation, and communications.
- **Instructions:**
 - Ideally performed under live fire conditions at the training facility.
 - Recruit in full PPE operates as a member of a search team.
 - Thoroughly search the building, removing any victims to the outside.
 - Small amounts of heat, moderate smoke conditions, and realistic victim placement are sufficient.

Date 1st Sign-off: _____

Officer: _____

Date Completed: _____

Officer: _____

Date of Audit: _____

Officer: _____

- Pass
 Fail

Comments: _____

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Skill 12: VES (Vent-Enter-Search)

- **Purpose:** Firefighters must make every effort to search survivable space in a structure. Many times the firefighter may enter to perform a search from a point other than a normal door entry point. It may be better for trapped occupants for firefighters to enter from a window.
- **Objective:** To operate as a member of a search and rescue team to search a given area starting from a window. Remove any victims back to the window. Maintain team integrity, orientation, and communications with other crew members.
- **Instructions:**
 - Start in full PPE on the engine.
 - Exit the apparatus, obtain a tool, and suitable ladder.
 - Ladder the window with the bottom rung even with the windowsill and clear the window completely with a tool.
 - Sweep/sound the floor and enter.
 - Isolate the room to control the flow path of fire and hot gases.
 - Search the room and remove any victims back to the ladder.
 - Check tenability outside the room; extend the search if clear, or exit the window if involved with fire.

Date 1st Sign-off: _____

Officer: _____

Date Completed: _____

Officer: _____

Date of Audit: _____

Officer: _____

- Pass
 Fail

Comments: _____

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Skill 13: Deploy an Attack Line

- **Purpose:** The firefighter's assignment at a structure fire will many times be to deploy an attack line to a given point of entry.
- **Objective:** Deploy a 1 3/4" pre-connect from the engine to a designated point of entry. Have the nozzle and a working length of line with minimal kinks and be prepared for water in under 1 minute 30 seconds.
- **Instructions:**
 - Recruit in full PPE (without facepiece) starts in riding position on the engine.
 - Exit the apparatus and deploy the 1 3/4" preconnected attack line to a designated drop point or entry point.
 - Flake the line to minimize kinks and place the nozzle and at least 50' of working length at the entry point.
 - Call for water, don facepiece, and open the nozzle to discharge air from the line.
 - Time stops when the recruit is in full PPE on air and all air has been expelled from the line.

Date 1st Attempt: _____

Officer: _____

Date Completed: _____

Officer: _____

Date of Audit: _____

Officer: _____

- Pass
- Fail

Comments: _____

Skill 14: Fire Attack

- **Purpose:** Firefighters must be able to accomplish interior extinguishment of a structure fire at ground level, above ground level, and below ground level.
- **Objective:** While operating as a team, the recruit should be able to act as the nozzle firefighter or backup firefighter on an attack line while performing an interior attack on a structure fire.

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- **Instructions:**
 - Recruit in full PPE is given an attack line, a point of entry, and a possible fire location.
 - Stretch the attack line from the point of entry through the structure and extinguish the fire.
 - Back out the line from the structure.
 - Repeat the scenario, changing positions from nozzle to backup/heel position.

Date 1st Attempt: _____

Officer: _____

Date Completed: _____

Officer: _____

Date of Audit: _____

Officer: _____

- Pass
- Fail

Comments: _____

Skill 15: Accountability / Mayday / RIT operations

- **Purpose:** Firefighters must be ready to rescue one of our own or ourselves in the event of an emergency.
- **Objective:** The recruit should be knowledgeable of our accountability procedures for keeping track of firefighters on the scene of a structure fire or emergency. The recruit should be knowledgeable of when and how to call a mayday over the radio should he have an emergency. Should a fellow crew member have an air emergency, the recruit should be familiar with the RIT pack and the procedures for supplying a downed firefighter with emergency air from the RIT pack.
- **Instructions:**
 - Explain procedures for accountability and calling a Mayday.
 - Show the recruit the RIT pack and its functions.
 - Have one member act as a downed firefighter with PASS device activated.
 - Recruit in full PPE and SCBA with vision obscured calls a Mayday over the radio.
 - Find the downed firefighter, deactivate the PASS device, and supply air from the RIT pack through the URIC connection.

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Date 1st Attempt: _____

Officer: _____

Date Completed: _____

Officer: _____

Date of Audit: _____

Officer: _____

- Pass
- Fail

Comments: _____

Skill 16: Salvage Covers

- **Purpose:** Following a fire, care must be taken to prevent further damage to the home or property from water or fire debris. One way to prevent this damage is to use salvage covers to cover furnishings for protection, catch water, or divert water from one area to another.
- **Objective:** The recruit should be able to deploy a salvage cover over furnishings, create a catchall for water, or create a water chute to divert water to another location.
- **Instructions:**
 - Demonstrate procedures for deploying a salvage cover, creating a catchall, and making a water chute.
 - Use a ladder and pike poles to make a water chute.
 - Have the recruit deploy the salvage cover in different settings using simulated furnishings or water runoff with a garden hose.

Date 1st Attempt: _____

Officer: _____

Date Completed: _____

Officer: _____

Date of Audit: _____

Officer: _____

- Pass
- Fail

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Comments: _____

Skill 17: Deck Gun Setup and Operation

- **Purpose:** Sometimes at a large fire we are required to use large amounts of water to control the fire. Master stream devices are used to apply water at a rate of over 350 gallons per minute.
- **Objective:** The recruit should be familiar with the setup and operation of the master stream device on the apparatus.
- **Instructions:**
 - Show the recruit the deck gun and how to remove it from the apparatus.
 - Demonstrate how to set it up using the base and supply it with 2 2.5" or 3" hoses.
 - Provide a simulated area and 100' of hose.
 - Have the recruit set up the deck gun for operation in under 5 minutes.

Date 1st Attempt: _____

Officer: _____

Date Completed: _____

Officer: _____

Date of Audit: _____

Officer: _____

- Pass
- Fail

Comments: _____

Skill 18: Standpipe Operations

- **Purpose:** The use of standpipes is crucial to accessing water in multistory structures.
- **Objective:** The recruit should be familiar with our high rise hose and nozzle setups and how to hook to a standpipe system on an upper floor of a high-rise building.
- **Instructions:**

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- Use the standpipe prop with the recruit in full PPE.
- Obtain the high-rise hose bundle and hook it to the prop.
- Flake the hose correctly.
- Stress the importance of hooking to the standpipe on the floor below the fire floor.
- Have the recruit charge the hoseline once the line is flaked.

Date 1st Attempt: _____

Officer: _____

Date Completed: _____

Officer: _____

Date of Audit: _____

Officer: _____

- Pass
- Fail

Comments: _____

Skill 19: Saw Work

- **Purpose:** Saws are used a lot on the fire ground and in emergencies in general. Chain saws and circular saws (K12) are used many times for vertical ventilation in order to remove smoke and heat from a burning structure. Circular Saws are also used for forcible entry by cutting locks or doors.
- **Objective:** The recruit should be familiar with how to crank and operate the different saws in our fleet.
- **Instructions:**
 - Show the recruits how to fuel and crank the chain saw and K12 saw.
 - Stress the importance of being in full PPE when using a saw.
 - Have the recruit cut rebar with the K12 using the cut prop.
 - Have the recruit use a chainsaw to cut a panel of the roof prop or a pallet.

Date 1st Attempt: _____

Officer: _____

Date Completed: _____

Officer: _____

Date of Audit: _____

Officer: _____

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- Pass
- Fail

Comments: _____

Skill 20: Elevator Key

- **Purpose:** Elevator emergencies are pretty commonplace in the city of Oxford. Being able to rescue people from an elevator is a must for our fire crews. One of the first steps is to get the outer door called the Hoistway door open. Opening this door requires a special key that we carry on the apparatus.
- **Objective:** The recruit should know where the elevator keys are kept on the apparatus and how to use the key to open the hoist way door when assigned to do that task.
- **Instructions:**
 - Review the Elevator Emergencies SOG and discuss procedures for safe removal of trapped occupants.
 - Using the elevator door prop, have the recruit open the simulated Hoistway door on the prop.

Date 1st Attempt: _____

Officer: _____

Date Completed: _____

Officer: _____

Date of Audit: _____

Officer: _____

- Pass
- Fail

Comments: _____

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Skill 21: Emergency Bailout

- **Purpose:** While fighting a fire in a multi-story building, if fire conditions deteriorate, a member might be forced to exit an upper-floor window. For this reason, each member of the Oxford Fire Department is issued an emergency bailout kit.
- **Objective:** The recruit should be familiar with the different components of the kit and its uses.
- **Instructions:**
 - Review the components of the kit with the recruit.
 - Show the recruit how to wear the kit in his/her gear to use the kit.
 - Discuss anchor points and how to deploy the kit.
 - Practice this skill at the drill tower behind Station 4.
 - With a belay system attached, have the recruit deploy the bailout kit and bail out of a window.
 - Work up to full gear with gloves on until performance is satisfactory.

Date 1st Attempt: _____

Officer: _____

Date Completed: _____

Officer: _____

Date of Audit: _____

Officer: _____

Pass

Fail

Comments: _____

Skill 22: Evacuation Walk

- **Purpose:** Firefighters must be able to overcome the psychological and physical limitation that can occur from wearing and working in full PPE.
- **Objective:** While in full PPE and recruit must walk 1 mile while carrying a 50' section of 2.5" hose.
- **Instructions:**
 - Recruit in full PPE and on air walks 1 mile carrying 50' of 2.5" hose.
 - Failure if the recruit stops forward progress, sits, kneels, or puts the hose down.

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- If the recruit runs out of air during the exercise, the recruit may undock their regulator and finish the event.
- If the recruit does not run out of air during the event, they will sit down after the 1 mile walk and remain on air until their bottle is empty.

Date Completed: _____

Officer: _____

- Pass
- Fail

Comments: _____

Skill 23: Aerial Ladder Climb

- **Purpose:** Firefighters must be comfortable climbing ladders and working from heights.
- **Objective:** Recruit must climb to the tip of a raised aerial ladder and lock-in with a ladder belt for ladder operations.
- **Instructions:**
 - Raise the aerial ladder to an appropriate climbing angle (approx. 75 degrees).
 - Recruit in full PPE climbs the ladder to the tip and secures with a ladder belt.
 - Remove hands from the rungs and lean back into the ladder belt.
 - After several seconds, place hands back on the rungs, unsecure the belt, and climb down.
 - Use fall protection, such as a life safety rope and belay device, throughout the evolution.

Date Completed: _____

Officer: _____

- Pass
- Fail

Comments: _____

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Skill 24: Hose Maze

- **Purpose:** Firefighters should be able to use the couplings of a hose line in order to lead them out of a structure if disoriented or to lead them to the nozzle to search for downed firefighters or to continue fire operations.
- **Objective:** Recruit is placed on an established hose line and by feeling the coupling can navigate the line in order to exit the structure or find the nozzle depending on the scenario given. This should be completed on one bottle of air.
- **Instructions:**
 - Arrange several hundred feet of charged hose line with twists, turns, and obstacles.
 - Recruit in full PPE and on air starts at a designated point.
 - Follow the line to exit or find the nozzle by feeling the couplings.
 - Maintain constant contact with the hose line.
 - Each probationary firefighter will lead a crew in order to be signed off on this event.

Date Completed: _____

Officer: _____

- Pass
- Fail

Comments: _____

Skill 25: Entanglement Prop

- **Purpose:** Firefighters may become entangled in wires, cords, or other items while operating in a fire building. This can be especially true if they operate in the attic area of a structure or in a commercial building. Firefighters must remain calm and attempt to mitigate the situation.
- **Objective:** The recruit must maneuver through an 8-foot prop with wires inside to create entanglement issues, exiting the end of the prop with air remaining in their SCBA.
- **Instructions:**
 - Recruit in full PPE and on air enters one end of the entanglement prop.
 - Navigate over, under, and through the wires to exit the other end.

Date Completed: _____

Officer: _____

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- Pass
- Fail

Comments: _____

Skill 26: Confined Space

- **Purpose:** Firefighters must be able to overcome feelings of claustrophobia and work in areas designated as confined spaces that might be restrictive in nature.
- **Objective:** The candidate must enter a confined space and perform either a right or left-hand search pattern in order to maintain orientation and exit from the point of entry.
- **Instructions:**
 - Recruit in full PPE and on air enters the confined space with instructions for a right or left-hand pattern.
 - Navigate the confined space, maintaining the pattern, and exit from the entry point with air left in the tank.
 - Discuss the importance of lock-out/tag-out measures and what to do if tasked with this assignment.

Date Completed: _____

Officer: _____

- Pass
- Fail

Comments: _____

OXFORD FIRE DEPARTMENT

Joey Gardner
Fire Chief
jgardner@oxfordms.net



Adam Patton
Deputy Chief
apatton@oxfordms.net

Office: 662-232-2418
Fax: 662-232-2318

399 McElroy Dr.
Oxford MS, 38655

Memorandum

To: All Personnel

From:

Date:

Subject: Implementation of New Probationary Firefighter Evaluation Process

Purpose:

This memo outlines the newly established procedure for evaluating probationary firefighters. The goal of this process is to ensure consistent and objective evaluation of all probationary personnel, as well as to support their development within the department.

Overview of the Process:

The probationary firefighter evaluation process will follow these steps:

1. Task Book Completion:

- Probationary firefighters will be required to work through the Probationary Firefighter Task Book during their first three months. This task book will cover essential skills and knowledge required for their position, and requires up to two signatures from two different ranking personnel (at least a Captain or above).

2. Three-Month Skills Audit:

- After three months, a skills audit will be conducted to ensure that probationary firefighters are meeting department standards. This will be an opportunity to evaluate their progress and identify any areas that require improvement.
- In the event that the probationary firefighter fails one of the skills during the audit, they will have until the end of their next regularly scheduled shift to correctly demonstrate the skill.

3. Six-Month Panel Evaluation:

- At approximately **180** days from their hire date, probationary firefighters will undergo a formal evaluation by a panel consisting of:
 - Three Captains on his/her assigned shift.
 - His/her Battalion Chief or designee
 - The Training Chief or designee
- All personnel that are selected for the panel will have worked directly with the Probationary Firefighter for multiple shifts.

OXFORD FIRE DEPARTMENT

Joey Gardner
Fire Chief
jgardner@oxfordms.net



Adam Patton
Deputy Chief
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Office: 662-232-2418
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399 McElroy Dr.
Oxford MS, 38655

- The panel will use the standardized evaluation form to assess the firefighter's performance across multiple categories. Each evaluator will score the firefighter on a 1-5 scale.
- 4. **Performance-Based Actions:**
 - **Average Score of 2.9 or Lower:**
 - If the probationary firefighter's average score is **2.9 or lower**, an improvement plan will be implemented. The firefighter will have approximately **90** days to improve their performance based on the areas identified during the panel evaluation.
 - A follow-up evaluation will be conducted at approximately the **270 day mark** to assess whether the necessary improvements have been made.
 - **270 day Follow-Up Evaluation:**
 - If the probationary firefighter's average score at **270** days is **3.0 or higher**, employment will be maintained.
 - If the average score remains below **3.0**, the panel may recommend termination of employment.

Implementation:

Effective October 1, 2024, this evaluation process will be added to our Standard Operating Guidelines (SOGs). All personnel involved in the training and evaluation of probationary firefighters must familiarize themselves with the details of this process. The goal is to ensure that each probationary firefighter receives the necessary support and guidance to succeed in their role.

Summary:

This structured process is designed to ensure that probationary firefighters are consistently evaluated and given clear feedback on their performance. It also provides a framework for remedial actions if performance is below the required standard. We are confident that this process will help improve both individual firefighter development and the overall strength of the department.

If you have any questions or need clarification on this process, please contact the Training Division.

Jake Quarles

Training Chief
Oxford Fire Department

General Fund Amendments & Reallocations

Revenue

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>	
001-000-220	\$ 90,000.00	\$ 110,000.00	\$ 20,000.00	Privilege License
001-000-218	\$ 250,000.00	\$ 275,000.00	\$ 25,000.00	Planning Dept. Income
001-000-222	\$ 1,700,000.00	\$ 1,780,000.00	\$ 80,000.00	Bldg & Zoning
001-000-260	\$ 13,000,000.00	\$ 14,000,000.00	\$ 1,000,000.00	Sales Tax
001-000-263	\$ 25,000.00	\$ -	\$ (25,000.00)	State of MS Payments
001-000-265	\$ 125,000.00	\$ 30,000.00	\$ (95,000.00)	FEMA Reimb. Received
001-000-276	\$ -	\$ 600,000.00	\$ 600,000.00	County mTrade Park Payment
001-000-311	\$ 20,000.00	\$ -	\$ (20,000.00)	Income from swimming pool
001-000-312	\$ -	\$ 68,000.00	\$ 68,000.00	Income from ARC-Donations/Fundraising
001-000-340	\$ 650,000.00	\$ 660,000.00	\$ 10,000.00	Miscellaneous
001-000-341	\$ 1,150,000.00	\$ 1,190,000.00	\$ 40,000.00	Interest
001-000-345	\$ 875,000.00	\$ 950,000.00	\$ 75,000.00	mTrade Park Concessions
001-000-348	\$ 200,000.00	\$ 100,000.00	\$ (100,000.00)	mTrade Park Gate Revenue
001-000-330	\$ 550,000.00	\$ 580,000.00	\$ 30,000.00	Court Fines/Forfeits
001-000-395	\$ 1,041,891.00	\$ 1,062,000.00	\$ 20,109.00	Transfers-T & A Funds
	<u>\$ 19,676,891.00</u>	<u>\$ 21,405,000.00</u>	<u>\$ 1,728,109.00</u>	Net Change to Revenue

Expenses

Financial Administration

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>	
001-040-600	\$ 155,000.00	\$ 150,000.00	\$ (5,000.00)	
001-040-585	\$ 40,000.00	\$ 45,000.00	\$ 5,000.00	
			<u>\$ -</u>	net change to dept.

Oxford Police Department

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>	
001-100-535	\$ 117,764.00	\$ 60,000.00	\$ (57,764.00)	
001-100-601	\$ 200,394.00	\$ 100,000.00	\$ (100,394.00)	
001-100-692	\$ 34,800.00	\$ 6,000.00	\$ (28,800.00)	
001-100-575	\$ 91,513.00	\$ 50,000.00	\$ (41,513.00)	
001-100-730	\$ 762,078.00	\$ 990,549.00	\$ 228,471.00	
			<u>\$ -</u>	net change to dept.

Right of Way

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>	
001-240-555	\$ 3,000.00	\$ 8,000.00	\$ 5,000.00	
001-240-730	\$ 59,600.00	\$ 54,600.00	\$ (5,000.00)	
			<u>\$ -</u>	net change to dept.

Oxford Park Commission

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>	
001-300-575	\$ 50,000.00	\$ 65,000.00	\$ 15,000.00	

001-300-585	\$	2,500.00	\$	8,000.00	\$	5,500.00
001-300-630	\$	220,000.00	\$	214,000.00	\$	(6,000.00)
001-300-720	\$	110,000.00	\$	105,000.00	\$	(5,000.00)
001-300-625	\$	3,000.00	\$	-	\$	(3,000.00)
001-300-610	\$	12,000.00	\$	5,500.00	\$	(6,500.00)
	\$				\$	-

net change to dept.

OPC-Pool

Acct.	Beg. Budget	New Budget	Change
001-301-555	\$ 50,000.00	\$ 20,000.00	\$ (30,000.00)
001-301-440	\$ 50,000.00	\$ -	\$ (50,000.00)
001-301-470	\$ 3,825.00	\$ -	\$ (3,825.00)
001-301-575	\$ 20,000.00	\$ 2,000.00	\$ (18,000.00)
			\$ <u>(101,825.00)</u>

net change to dept.

mTrade Park

Acct.	Beg. Budget	New Budget	Change
001-305-550	\$ 425,000.00	\$ 490,000.00	\$ 65,000.00
001-305-602	\$ 147,000.00	\$ 82,000.00	\$ (65,000.00)
			\$ -

net change to dept.

Total Increase in Revenue \$ 1,728,109.00
Total Increase in Expenses \$ -
Total \$ 1,728,109.00

Environmental Services

Revenue

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>	
020-000-340	\$ 1,262,751.00	\$ 1,263,000.00	\$ 249.00	
	<u>\$ 1,262,751.00</u>	<u>\$ 1,263,000.00</u>	<u>\$ 249.00</u>	Net Change to Revenue
			<u>\$ 249.00</u>	Total Revenue Adjustment

Environmental Services-Administration

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>	
020-220-850	\$ 1,329,088.00	\$ 1,330,941.00	\$ 1,853.00	
020-220-555	\$ 200,000.00	\$ 198,147.00	\$ (1,853.00)	
		<u>\$ 198,800.00</u>	<u>\$ -</u>	net change to fund

Environmental Services-Waste Collection

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>	
020-220-222	\$ 130,000.00	\$ 150,000.00	\$ 20,000.00	
020-220-575	\$ 50,000.00	\$ 30,000.00	\$ (20,000.00)	
			<u>\$ -</u>	net change to fund

Total Increase/Decrease in Expenses	\$ -
Total	<u>\$ -</u>

Other Funds

Metro Narcotics

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
100-000-333	\$ 480,000.00	\$ 490,000.00	\$ 10,000.00

\$ 10,000.00 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	\$ 85,000.00	\$ 60,000.00

\$ 60,000.00 net change to fund

2012 GO Bonds

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
240-000-341	\$ 50,000.00	\$ -	\$ (50,000.00)

\$ (50,000.00) net change to fund

Homeland Security Grant Fund

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
618-000-346	\$ 550,000.00	\$ -	\$ (550,000.00)
618-738-730	\$ 550,000.00	\$ 60,000.00	\$ (490,000.00)

\$ (1,040,000.00) net change to fund

Trust & Agency-Misc.

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
619-000-341	\$ 1,000,000.00	\$ 1,070,000.00	\$ 70,000.00

\$ 70,000.00 net change to fund

Crime Prevention Fund

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
623-000-333	\$ 15,000.00	\$ 60,000.00	\$ 45,000.00

\$ 45,000.00 net change to fund

Administrative Fee-Court

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
625-000-333	\$ 50,000.00	\$ 60,000.00	\$ 10,000.00

\$ 10,000.00 net change to fund

Development Svcs-Bonds Held

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
638-000-333	\$ 70,000.00	\$ 120,000.00	\$ 50,000.00

\$ 50,000.00 net change to fund

Infrastructure/Maintenance-MIMA

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
639-000-260	\$ 3,000,000.00	\$ 2,822,808.00	\$ (177,192.00)
639-201-575	\$ 1,600,000.00	\$ 3,000,000.00	\$ 1,400,000.00
639-201-700	\$ 1,000,000.00	\$ -	\$ (1,000,000.00)
639-201-720	\$ 1,087,227.00	\$ 687,227.00	\$ (400,000.00)

\$ (177,192.00) net change to fund

Capital Project-SB3049

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
648-000-341	\$ 10,000.00	\$ 13,000.00	\$ 3,000.00

\$ 3,000.00 net change to fund

OUT-Oxford Univ Transit

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
653-000-333	\$ 1,000,000.00	\$ 1,300,000.00	\$ 300,000.00
653-000-909	\$ 1,444,080.00	\$ 1,144,080.00	\$ (300,000.00)
653-753-575	\$ 96,000.00	\$ 1,000.00	\$ (95,000.00)
653-753-600	\$ 265,000.00	\$ 360,000.00	\$ 95,000.00

\$ - net change to fund

ARC Capital Fund

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
661-553-720	\$ 20,000.00	\$ -	\$ (20,000.00)
661-553-910	\$ -	\$ 67,817.00	\$ 67,817.00

\$ 47,817.00 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	\$ 275,000.00	\$ 300,000.00	\$ 25,000.00
677-093-700	\$ 3,000,000.00	\$ -	\$ (3,000,000.00)
677-093-720	\$ 4,000,000.00	\$ -	\$ (4,000,000.00)
677-093-910	\$ -	\$ 7,154,500.00	\$ 7,154,500.00

\$ 179,500.00 net change to fund

HB603-Sect 28(in)-\$1M

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
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682-000-341	\$ 28,000.00	\$ 29,000.00	\$ 1,000.00
682-100-700	\$ -	\$ 128,200.00	\$ 128,200.00
682-100-720	\$ 1,000,000.00	\$ 900,500.00	\$ (99,500.00)

\$ 29,700.00 net change to fund

Trust Proceeds-\$30M Fund

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
689-000-333	\$ 989,665.00	\$ 977,200.00	\$ (12,465.00)
689-093-910	\$ 2,124,500.00	\$ 624,500.00	\$ (1,500,000.00)

\$ (1,512,465.00) net change to fund

Historic Homes Fund

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
696-727-600	\$ 51,000.00	\$ 40,000.00	\$ (11,000.00)
696-746-575	\$ 250.00	\$ 350.00	\$ 100.00
696-746-630	\$ 1,800.00	\$ 2,500.00	\$ 700.00
696-747-555	\$ -	\$ 200.00	\$ 200.00
696-748-575	\$ -	\$ 20,310.00	\$ 20,310.00

\$ 10,310.00 net change to fund

Oxford Conference Center

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
726-000-333	\$ 950,000.00	\$ 1,200,000.00	\$ 250,000.00
726-726-720	\$ 1,313,000.00	\$ 700,000.00	\$ (613,000.00)

\$ (363,000.00) net change to fund

2% Food & Beverage

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
727-727-607	\$ 395,000.00	\$ 220,000.00	\$ (175,000.00)
727-727-730	\$ -	\$ 175,000.00	\$ 175,000.00

\$ - 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>
003-093-700	\$ -	\$ 200,000.00	\$ 200,000.00
003-093-720	\$ -	\$ 1,000,000.00	\$ 1,000,000.00

\$ 1,200,000.00 net change to fund

Hwy 7 Utility Reloc. Projects

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
678-000-909	\$ -	\$ 7,154,500.00	\$ 7,154,500.00
			\$ -

\$ 7,154,500.00 net change to fund

OPC-Activity Fund

Revenues

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-000-303-2	\$ 400,000.00	\$ 540,582.00	\$ 140,582.00
			<u>\$ 140,582.00</u> net change to fund

Expenses

LLO-Yoga

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-104-600	\$ 5,000.00	\$ 6,000.00	\$ 1,000.00
			\$ -
			<u>\$ 1,000.00</u> net change to fund

LLO-Aerobics

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-112-600	\$ 1,250.00	\$ 2,000.00	\$ 750.00
			<u>\$ 750.00</u> net change to fund

LLO-Aquatics

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-113-615	\$ -	\$ 1,560.00	\$ 1,560.00
			<u>\$ 1,560.00</u> net change to fund

YS-Softball

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-202-535	\$ 10,000.00	\$ 9,000.00	\$ (1,000.00)
300-202-600	\$ 5,000.00	\$ 6,000.00	\$ 1,000.00
			<u>\$ -</u> net change to fund

YS-Flag Football

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-204-555	\$ 1,200.00	\$ 5,000.00	\$ 3,800.00
			<u>\$ 3,800.00</u> net change to fund

YS-Tennis

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-205-555	\$ 10,000.00	\$ 5,000.00	\$ (5,000.00)
300-205-690	\$ -	\$ 5,000.00	\$ 5,000.00
			<u>\$ -</u> 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	\$ 5,000.00	\$ 3,500.00

\$ 3,500.00 net change to fund

YS-Mini Sluggers

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-214-600	\$ -	\$ 1,000.00	\$ 1,000.00

\$ 1,000.00 net change to fund

YS-Volleyball

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
30-226-555	\$ 100.00	\$ 1,500.00	\$ 1,400.00

\$ 1,400.00 net change to fund

YS-Soccer

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-245-535	\$ 5,000.00	\$ 25,000.00	\$ 20,000.00
300-245-600	\$ 20,000.00	\$ 10,000.00	\$ (10,000.00)

\$ 10,000.00 net change to fund

YS-Camps

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-247-555	\$ 20,000.00	\$ 10,000.00	\$ (10,000.00)
300-247-600	\$ 5,000.00	\$ 15,000.00	\$ 10,000.00

\$ - net change to fund

YS-Lacrosse

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-248-600	\$ 1,000.00	\$ 1,500.00	\$ 500.00

\$ 500.00 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	\$ 2,500.00	\$ 1,000.00
			\$ -

\$ 1,000.00 net change to fund

R-Stone Center

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-561-555	\$ -	\$ 500.00	\$ 500.00

300-561-647	\$ 10,000.00	\$ 9,500.00	\$ (500.00)
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\$ - net change to fund



OXFORD
GENERAL
GOVERNMENT

MEMORANDUM

To: Board of Aldermen

From: Mark Levy, PLA

CC: Bart Robinson, PE

Date: September 3, 2024

Re: Consider proposal from A2H for professional services related to the extension of walking trail at Woodlawn Park

A2H Engineers Architects Planners (A2H) completed the first phase of Woodlawn Park, which included a portion of the trail and parking spaces, in 2017. The second phase is a 1,635 linear feet addition to the walking trail. The enclosed proposal details A2H's scope of work and the opinion of probable cost. The total construction cost is estimated at \$143,477.00 and the design and construction administration is \$23,725.00. The Oxford office of A2H will administer the project with Andy Reynolds named as the project manager.

The funding for the project is included in the 2025 fiscal year budget.

Enclosures

A2H Contract



ENGINEERS · ARCHITECTS · PLANNERS

August 23, 2024

Honorable Robyn Tannehill
Mayor
City of Oxford, MS
107 Courthouse Square
Oxford, MS 38655

Re: City of Oxford, MS
Woodlawn Park
Trail Extension
Oxford, MS

A2H # 24319

Dear Mayor Tannehill,

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 Andy Reynolds 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 Andy at any time.

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

Sincerely,
A2H, PLLC

A handwritten signature in blue ink, appearing to read 'Logan E. Meeks'.

Logan E. Meeks, PE
President | Principal

A handwritten signature in blue ink, appearing to read 'Andrew Reynolds'.

Andy Reynolds, PLA, ASLA
Director of Landscape Architecture | Project Manager



August 23, 2024

Honorable Robyn Tannehill
Mayor
City of Oxford, MS
107 Courthouse Square
Oxford, MS 38655

Re: City of Oxford, MS
Woodlawn Park
Trail Extension
Oxford, MS

A2H # 24319

Dear Mayor Tannehill,

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 Woodlawn Park Trail Extension proposed in Oxford, MS.

Additional aspects of the project include the following:

- A. The trail extension will be as shown in the Master Plan that A2H produced in 2013.
- B. The trail will be an asphalt trail and 1,635 feet long and 10 feet wide.
- C. The clearing through the existing trees will be the length of the trail and 20 feet wide.
- D. See Exhibit A for an Opinion of Probable Cost for the project.

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
- Land Surveying
- Civil Engineering
- Landscape Architecture
- Construction Administration

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

Land Survey

- A. A2H will provide a Topographical Survey to be used as a base for the construction documents.

Construction Documents

- A. A2H will prepare construction drawings for the construction of the trail.
 - i. Demolition/site preparation plan
 - ii. Layout Plan
 - iii. Grading Plan
 - iv. Construction Details
- B. A2H will prepare construction specifications for the construction of the trail.
 - i. Front End specifications suitable for bidding the project per City Oxford standard procedures.
 - ii. Technical Specifications for the proposed work.

Bidding

- A. A2H will provide the following items for the bid of the project to contractors.
 - i. Issue bid packages and maintain a bidders and plan holders list.
 - ii. Conduct a pre-bid conference.
 - iii. Respond to bidders' questions and issue clarifications and addenda.
 - iv. Be present for the bid opening.
 - v. Prepare a bid tab of all proposers' bid amounts.
 - vi. Provide a Letter of Recommendation for the lowest and best bid.

Construction Administration

- A. A2H will provide the following during the construction of the project.
 - i. Conduct a pre-construction conference with you and the awarded contractor.
 - ii. Coordinate obtaining the contractor's bonds and insurance information and prepare the Contract Agreement and Project Manual.
 - iii. Respond to Contractor requests for information (RFI's).
 - iv. Review submittals if needed.
 - v. Visit the site to observe construction not less than once per week.
 - vi. Review and approve contractor pay applications.
 - vii. Conduct a site visit at substantial completion and prepare a punch list.
 - viii. Verify completion of punch items.

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. Geotechnical Engineering services for appropriate geotechnical engineering design criteria for earth-related phases.
- E. Furniture, Fixture, and Equipment planning.
- F. Submission and payment for Advertisement for Bid.
- G. Our limited Construction Administration services do not include construction management tasks i.e., full time on-site representation and inspection.
- H. Quality Assurance Testing services including but not limited to testing and special inspections.
- I. The preparation of As-Built Drawings or Record Drawings after completion of construction.
- J. Value Engineering/Analysis after the completion of the Construction Documents phase services shall be compensated as an Additional Service per Section VI.

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:

Land Survey	\$	3,500.00
Construction Documents	\$	14,350.00
Bidding	\$	3,000.00
Construction Administration	\$	2,875.00
Compensation for Basic Scope of Services	\$	23,725.00
Reimbursable Expense Fee (Courier Service, Mileage, and Printing)	\$	500.00
Reimbursable Allowance (Plans Review, Bid Advertisement)		Direct Cost + 15%

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
Engineer	\$ 150.00
Senior Designer	\$ 135.00
Landscape Architect	\$ 130.00
Planner	\$ 120.00
Land Surveyor	\$ 110.00
Construction Administrator	\$ 100.00
Designer	\$ 105.00
BIM/CAD Technician	\$ 90.00
Survey Crew Member	\$ 75.00
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 60 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 - Woodlawn Park Trail Extension Opinion of Probable Construction Cost

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 Allowance shall be broken out in detail on the invoice. A handling charge of 15% shall be added to all reimbursable expenses and 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.

Initials

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.

Initials

Date



ENGINEERS · ARCHITECTS · PLANNERS

Exhibit A

Woodlawn Park Trail Extension Opinion of Probable Construction Cost

	QTY	UNITS	PRICE	PRICE
Clearing and grubbing	32700	SF	\$ 1.00	\$ 32,700.00
Grading	811	CY	\$ 25.00	\$ 20,275.00
2.5" base asphalt	259	TONS	\$ 200.00	\$ 51,800.00
1.5" surface asphalt	139	TONS	\$ 200.00	\$ 27,800.00
Sod	1817	SY	\$ 6.00	\$ 10,902.00
			Total:	\$ 143,477.00



AIA® Document B104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the 3rd day of September in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Oxford
107 Courthouse Square
Oxford, MS 38655

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

Howorth Architects, P.A. d/b/a Howorth & Associates Architects
P.O. Box 1569
800 North Lamar Boulevard, Suite 4
Oxford, MS 38655

for the following Project:
(Name, location and detailed description)

This project involves the renovation and modification of existing spaces within Oxford City Hall to serve the needs of the Visit Oxford Visitor's Center and staff offices. The scope includes:

- **Main Floor Renovations:** Reconfiguring office spaces to optimize functionality for Visit Oxford staff, improving workflow, and enhancing the overall aesthetics.
- **Lower Floor Renovations:** Creating a dedicated Visitor's Center to provide an engaging and welcoming space for tourists, as well as a work room for the Visit Oxford staff. A new entrance will be installed opening onto the Pocket Park.
- **Alternates for Public Restrooms:** Exploring options to add public bathrooms on the main level, improving accessibility and convenience for visitors to City Hall.

The design will focus on efficient use of space, accessibility, and alignment with the city's goals for promoting tourism and public engagement.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
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7	COPYRIGHTS AND LICENSES
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10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

The Owner's program for the Project is included in the Project description. The initial budget estimate for the cost of the work is approximately \$675,000.00. See Exhibit "B"- Schematic Design Cost Estimate.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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User Notes:

(1817266019)

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

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

.2 Automobile Liability

Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One-Million Dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

.3 Workers' Compensation and Employers' Liability

Workers' Compensation at statutory limits.

Employers' Liability with policy limits not less than Five-Hundred Thousand Dollars (\$500,000) each employee, and Five-Hundred Thousand Dollars (\$500,000) policy limit.

.4 Professional Liability

Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One-Million Dollars (\$1,000,000) per claim and One-Million Dollars (\$1,000,000) in the aggregate.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

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§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully

completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services site visits as necessary to satisfy requirements and limitations of section 3.4.2 over the duration of the Project during construction

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Thirty-Six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

Init.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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

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

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the

Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

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

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the

Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

Init.

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

(Paragraphs deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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User Notes:

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Paragraphs deleted)

.2 Percentage Basis
(Insert percentage value)

Seven and a Quarter (7.25) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

(Paragraphs deleted)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Compensation for Additional Services shall be in accordance with the Schedule of Standard Charges attached as Exhibit A.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic and Design Development Phases	Forty	percent (	40	%)
Construction Documents Phase	Thirty-Five	percent (	35	%)
Bidding/Negotiation Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
<i>(Row deleted)</i>				
Total Basic Compensation	One Hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

Hourly billing rates are identified in Exhibit A.

Employee or Category	Rate
----------------------	------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment is not required.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice.

(Paragraphs deleted)

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

Init.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect

.2

(Paragraphs deleted)

Other documents:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Exhibit "A," The Architect's Schedule of Standard Charges.

Exhibit "B," Schematic Design Cost Estimate

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

OWNER (Signature)

Robyn Tannehill, Mayor
(Printed name and title)

ARCHITECT (Signature)

Thomas S. Howorth, FAIA, President
(Printed name, title, and license number, if required)

Init.

Additions and Deletions Report for AIA® Document B104® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:42:47 ET on 08/30/2024.

PAGE 1

AGREEMENT made as of the 3rd day of September in the year 2024

...

City of Oxford
107 Courthouse Square
Oxford, MS 38655

...

Howorth Architects, P.A. d/b/a Howorth & Associates Architects
P.O. Box 1569
800 North Lamar Boulevard, Suite 4
Oxford, MS 38655

...

This project involves the renovation and modification of existing spaces within Oxford City Hall to serve the needs of the Visit Oxford Visitor's Center and staff offices. The scope includes:

- Main Floor Renovations: Reconfiguring office spaces to optimize functionality for Visit Oxford staff, improving workflow, and enhancing the overall aesthetics.
- Lower Floor Renovations: Creating a dedicated Visitor's Center to provide an engaging and welcoming space for tourists, as well as a work room for the Visit Oxford staff. A new entrance will be installed opening onto the Pocket Park.
- Alternates for Public Restrooms: Exploring options to add public bathrooms on the main level, improving accessibility and convenience for visitors to City Hall.

The design will focus on efficient use of space, accessibility, and alignment with the city's goals for promoting tourism and public engagement.

PAGE 2

The Owner's program for the Project is included in the Project description. The initial budget estimate for the cost of the work is approximately \$675,000.00. See Exhibit "B"- Schematic Design Cost Estimate.

PAGE 3

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

...

Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One-Million Dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

.3 Workers' Compensation and Employers' Liability

Workers' Compensation at statutory limits.

Employers' Liability with policy limits not less than Five-Hundred Thousand Dollars (\$500,000) each employee, and Five-Hundred Thousand Dollars (\$500,000) policy limit.

...

Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One-Million Dollars (\$1,000,000) per claim and One-Million Dollars (\$1,000,000) in the aggregate.

PAGE 6

§ 4.2.2 The Architect has included in Basic Services (~~—~~) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service. site visits as necessary to satisfy requirements and limitations of section 3.4.2 over the duration of the Project during construction

...

§ 4.2.4 If the services covered by this Agreement have not been completed within (~~—~~) Thirty-Six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 9

[] Litigation in a court of competent jurisdiction

PAGE 10

~~§ 8.3~~ **Arbitration**

~~§ 8.3.1~~ If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

~~§ 8.3.1.1~~ A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

~~§ 8.3.2~~ The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.3~~ The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.4~~ **Consolidation or Joinder**

~~§ 8.3.4.1~~ Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration

permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 8.3.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

~~§ 8.4~~ The provisions of this Article 8 shall survive the termination of this Agreement.

...

~~§ 9.7~~ In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

~~.1~~ — Termination Fee:

~~.2~~ — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

PAGE 11

~~.1~~ — Stipulated Sum
— *(Insert amount)*

...

~~(~~ Seven and a Quarter (7.25) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

~~.3~~ — Other
— *(Describe the method of compensation)*

...

Compensation for Additional Services shall be in accordance with the Schedule of Standard Charges attached as Exhibit A.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (%),-10% or as follows:

...

Design Phase <u>Schematic and Design Development Phases</u>	<u>Forty</u>	percent (	<u>40</u>)	(%)
Construction Documents Phase	<u>Thirty-Five</u>	percent (	<u>35</u>)	(%)
<u>Bidding/Negotiation Phase</u>	<u>Five</u>	percent (	<u>5</u>)	(%)
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>)	(%)
<hr/>					
Total Basic Compensation	<u>one hundred-One Hundred</u>	percent (	100)	(%)

PAGE 12

Hourly billing rates are identified in Exhibit A.

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0%) of the expenses incurred.

...

An initial payment of ~~(\$)~~ shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice is not required.

...

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. ~~Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~
(Insert rate of monthly or annual interest agreed upon.)

~~—%~~

~~§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.~~

PAGE 13

~~.2~~ Building Information Modeling Exhibit, if completed:

~~.3~~ Exhibits:

_____ *(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)*

~~.4~~ Other documents:

...

Exhibit "A," The Architect's Schedule of Standard Charges.
Exhibit "B," Schematic Design Cost Estimate

...

Robyn Tannehill, Mayor

Thomas S. Howorth, FAIA, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Thomas S. Howorth, President, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:42:47 ET on 08/30/2024 under Order No. 4104246737 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



Exhibit "A" – Schedule of Standard Charges

August 1, 2024

HOURLY RATES FOR ADDITIONAL SERVICES OR HOURLY PROJECTS

Principals' time at a fixed rate of two-hundred twenty-five dollars (\$225.00) per hour.

For the purpose of this Agreement, Principals include Thomas S. Howorth, FAIA, Architect and Jonathan M. Mattox, AIA, Architect.

Sr. Architect and Technical Level 1 time at a fixed rate of one-hundred sixty dollars (\$160.00) per hour.

Architect, Interior Designer and Technical Level 2 time at a fixed rate of one-hundred forty-five dollars (\$145.00) per hour.

Project Manager time at a fixed rate of one-hundred twenty-five dollars (\$125.00) per hour.

Intern Architect and Technical Level 3 time at a fixed rate of eighty-five dollars (\$85.00) per hour.

Administrative and Technical Level 4 time at a fixed rate of eighty dollars (\$80.00) per hour.

Consultant Fees will be billed at the rate charged the Architect, plus ten percent (10%).

Rates are subject to annual adjustment.

REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to compensation for Services and include actual expenditures made in conjunction with the Services. All Reimbursable expenses are invoiced with a 15% surcharge.

Automobile mileage is reimbursable at standard IRS mileage rates (currently at a rate of \$0.655 per mile) for travel.

Reimbursable expenses of consultants will be billed at the rate charted the Architect plus 0%.

Overnight accommodations and meals incurred due to project-related travel.

Printing expenses:

In-house photocopies and laser prints are reimbursable at a rate of \$0.20 each or \$0.75 for color.

In-house plots at a rate of \$6.00 per 24" x 36" plot or \$60 for color.

In-house large format digital prints at a rate of \$2.50 per print.

Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Client in excess of that normally carried by Consultant.

Expense of any fees for permits or review required by any Authorities having Jurisdiction (AHJ).



EXHIBIT "B" - SCHEMATIC DESIGN ESTIMATE

New Visitor's Center in Historic Oxford City Hall

Selective Demolition	64,500.00
Framing/New Walls	28,000.00
Existing Wall Repairs	12,500.00
Refinish Floors	38,000.00
Main Hall Arch Restoration	10,000.00
Electrical Modifications	25,500.00
New Lighting	12,500.00
HVAC Modifications	25,000.00
Renovate Kitchen	32,500.00
New Millwork	42,000.00
Refreshment Center (w.appliances)	5,000.00
Plumbing Rough-In	30,000.00
Plumbing Fixtures	15,000.00
Plumbing Partitions	6,000.00
Plumbing Accessories	5,000.00
Janitor Closet Relocation	2,500.00
Interior Painting	50,000.00
Glass Partitions	12,000.00
Bathroom Tile (Wall)	12,500.00
Bathroom Tile (Floor)	7,000.00
New Exterior Door	7,500.00
Exterior Awning	5,000.00
Sidewalk/Misc Site Work	5,000.00
Stair Railing	5,000.00
Door Hardware	14,000.00
Signage	13,000.00
AV	10,000.00
Contractor OH&P	74,500.00
Contingency	56,950.00
A&E Fees (7.25%)	46,000.00
Structural Engineer Consultation	3,500.00
Estimated Total Project Cost	\$ 675,950.00



OXFORD
GENERAL
GOVERNMENT

MEMORANDUM

To: Board of Aldermen

From: Mark Levy, PLA

CC: Bart Robinson, PE

Date: September 3, 2024

Re: Consider contract from McCarty Architects for professional services related to renovations to the current Oxford Police Department (OPD) building

The enclosed contract is the AIA *B101 Standard Form Agreement Between Owner and Architect* for modifications to the current OPD building at 715 Molly Barr Road. McCarty Architects will use programmatic data from early studies and modify the existing Police Department for future use by the Development Services Department. The proposed architectural fees are established by the Mississippi Bureau of Buildings (MBOB). The MBOB calculates fees based on a percentage of the actual construction cost. The project cost for the Police Station renovation is budgeted from remaining bond proceeds.

McCarty Architects will be responsible for the design, bid, and construction administration for the renovation within the budgeted amount.

Enclosures

McCarty contract



August 29, 2024

Mayor Robyn Tannehill & Board of Aldermen
City of Oxford
107 Courthouse Square
Oxford, MS 38655

Re: OLD OPD (Oxford Police Department) Building Renovation
Contract for Design Services
Oxford, Mississippi

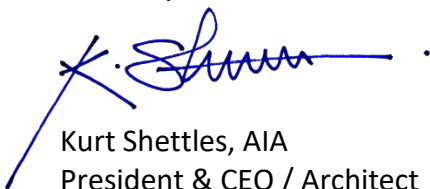
Dear Mayor Tannehill & Board of Aldermen:

Please accept our sincere gratitude for selecting McCarty Architects Professional Association to partner with you on another City of Oxford project. We appreciate your confidence in our company and look forward to continuing our working relationship.

Attached is an AIA B101 - Standard Form of Agreement Between Owner and Architect for the above project. If you are in agreement, please sign and return for our records.

Thanks again and if you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'K. Shettles', is written over a blue horizontal line. The signature is stylized and includes a long horizontal stroke extending to the right.

Kurt Shettles, AIA
President & CEO / Architect

KS:br

Attachment

c: 24038.530



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 29th day of August in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Oxford
107 Courthouse Square
Oxford, MS 38655
Telephone Number: (662) 232-2340

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

McCarty Architects Professional Association
533 West Main Street
Tupelo, MS 38804
Telephone Number: 662-844-4400

for the following Project:
(Name, location and detailed description)

Old OPD (Oxford Police Department) Building Renovation
Oxford, Mississippi
McCarty Architects Project #24038

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Init.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
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- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
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- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
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- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The program was developed with the architect under a separate contract.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The project is located at 715 Molly Barr Road, Oxford, MS and will consist of renovations to the building which is scheduled to be vacated by the Oxford Police Department upon completion of the new Oxford Police Station. The building is 8,940 sf not including the Annex which is not part of the project. The focus of the project is to move the City's Department of Developmental Services into the space with minimal construction by focusing mainly on upgrading finishes. Major building system upgrades are not anticipated.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$1,000,000.\$

Init.

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User Notes:

(3B9ADA32)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bidding

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Mayor Robyn Tannehill
107 Courthouse Square
Oxford, MS 38655
Telephone Number: (662) 232-2340

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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User Notes:

(3B9ADA32)

NA

.2 Civil Engineer:

NA

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Kurt Shettles, AIA
533 West Main Street
Tupelo, MS 38804
Telephone Number: 662-844-4400

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Civil Engineer:

NA

.2 Structural Engineer:

NA

.3 Mechanical Engineer:

NA

Init.

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User Notes:

(3B9ADA32)

.4 Electrical Engineer:

NA

§ 1.1.11.2 Consultants retained under Supplemental Services:

Total Estimating, 493 N Front Street, Suite 104, Memphis, TN 38105; Telephone Number: (901) 496-7062

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

Init.

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

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and Two Million Dollars (\$ 2,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

Init.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

Init.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

Init.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service.)

Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Architect as part of basic services
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect as part of basic services
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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4.1.1.3 Measured Drawings – The Architect will field measure the existing building and convert that information into electronic format to support the project.

4.1.1.12 Detailed Cost Estimating – A professional will be contracted to provide estimates at the end of Schematic Design and Design Development phases.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

The architect will coordinate with the Owner’s consultants.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect’s Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect’s notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner’s determination. The Owner shall compensate the Architect for the services provided prior to the Architect’s receipt of the Owner’s notice.

- .1 Reviewing a Contractor’s submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor’s requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study

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- and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
 - .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
 - .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Bi-weekly visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article I, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

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§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

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

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

(Paragraph Deleted)

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise.. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding

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dispute resolution shall be the following:
(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Not Used

(Paragraphs Deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

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

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

Fee calculated as a percentage of construction cost derived from the Bureau of Building, Grounds and Real Property Management basic fee formula of a fixed number (X) divided by the common logarithm of the actual construction cost (C), calculated in accordance with Section 11.6. The Bureau of Building, Grounds and Real Property Management building classification for the Project as defined by Owner shall be as represented by the letter value of the fee complexity. Where the fee complexity value includes a "+", the Project embraces substantial renovation and/or repairs and the total fee shall be 115% of the basic fee.*

Bureau of Building, Grounds and Real Property Management Building Classification: Type C+
Type C+ Fee amount formula = $C (42) / (\text{Log } C)$

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

Init.

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User Notes:

(3B9ADA32)

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Measured Drawings – A lump sum amount of \$5,700
Detailed Cost Estimating – A lump sum amount of \$4,500.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Compensation for Additional Services shall be according to Exhibit A – McCarty Architects Hourly Rate and Expense Schedule 2024. All services and expenses shall be agreed upon in writing with the Owner prior to performing such services.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	ten	percent (	10	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	forty	percent (	40	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	twenty-five	percent (	25	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Per Exhibit A – McCarty Architects Hourly Rate and Expense Schedule 2024

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as

follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Per State of Mississippi Statute

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

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

(Paragraph Deleted)

- .2 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – McCarty Architects Hourly Rate and Expense Schedule 2024

- .3 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

OWNER (Signature)

Mayor Robyn Tannehill,
(Printed name and title)



ARCHITECT (Signature)

Kurt Shettles, AIA, President & CEO/Architect
(Printed name, title, and license number, if required)

Init.



**DESIGN SERVICES
HOURLY RATE AND EXPENSE SCHEDULE
FOR CALENDAR YEAR 2024**

McCarty Architects is “Determined to Deliver the Best.” Our objective is to provide professional design services that meet your needs. The following hourly rate and expense information applies to project services performed on a “time spent and expense reimbursement” basis. These fees and expenses will be invoiced monthly and are due upon receipt of the invoice.

ARCHITECTURE

Architect ~ Licensed Architect with a varying range of experience, capabilities, and leadership, primarily engaged in project management, design, production, and construction administration.

Principal	\$223 per hour
Senior Architect	\$188 per hour
Project Architect	\$156 per hour
Architect	\$132 per hour

Project Manager ~ Non-licensed individual primarily engaged in project design, production, and construction administration.

Project Manager	\$122 per hour
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Intern Architect ~ Non-licensed individual with a professional degree, actively involved in the NCARB Intern Development Program, primarily engaged in project design, production, and construction administration.

Intern Architect	\$112 per hour
------------------	----------------

Designer / Technician ~ Non-licensed individual with a varying range of professional education, capability, and experience, primarily engaged in project design, production, and construction administration.

Designer / Technician Level 1	\$126 per hour
Designer / Technician Level 2	\$106 per hour
Designer / Technician Level 3	\$ 95 per hour

CONSTRUCTION ADMINISTRATION

Construction Administrator ~ Non-licensed individual with a varying range of professional education, capabilities, and experience, primarily engaged in administration of construction services.

Construction Administration Director	\$140 per hour
Construction Administration Associate	\$106 per hour



HOURLY RATE AND EXPENSE SCHEDULE (Continued)

PROJECT ADMINISTRATION

Project Administrator ~ Non-licensed individual with a varying range of project administration experience, primarily engaged in a direct support role to the project team.

Project Administrator Level 1	\$80 per hour
Project Administrator Level 2	\$70 per hour

INTERIOR DESIGN

Interior Designer ~ Licensed Designers with a varying range of experience, capabilities, and leadership, primarily engaged in project management, design, furniture and material specifications, and construction administration.

Interior Designer	\$124 per hour
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Design Associate ~ Non-licensed individual with an associate or professional degree actively involved in the NCIDQ Intern Development Program, primarily engaged in project design, production and construction administration.

Design Associate Level 1	\$103 per hour
Design Associate Level 2	\$ 85 per hour

We will invoice expenses incurred at the following rates:

- AutoCAD Time at \$12 per hour.
- Automobile mileage in accordance with IRS guidelines.
- Travel, meals and lodging at cost.
- Postage and shipping at cost.
- Reproduction done outside our office at cost.
- Photocopies and reproductions made in our office as follows:

8½ x 11 @ \$0.10 per page	8½ x 11 Color @ \$0.45 per page
11 x 17 @ \$0.20 per page	11 x 17 Color @ \$0.55 per page
24 x 36 Bond @ \$2.00 per page	30 x 42 Bond @ \$3.25 per page

Rates are subject to change annually.



August 28th, 2024

City of Oxford

Attn: Mark Levy
107 Courthouse Square
Oxford, MS 38655

Oxford Police Station Relocation Project
Oxford, MS

The asphalt contractor began milling the existing pavement 1.5" per the construction documents. After milling areas on the South end of the site it appears the existing asphalt was not as thick as originally intended. The civil engineer was asked for guidance in this matter and provided the following response :

“PEC recommends removing the remaining asphalt in this area (outlined in blue on the attached drawing). The exposed subgrade should be moisture conditioned and compacted to 95% standard density. The exposed subgrade proof-rolled with a loaded tandem axle dump truck. Any areas that "pump" or show signs of excessive movement should be mitigated by additional processing or undercut and backfill. Mitigation will be determined on-site during the proof roll. Increase the pavement thickness from 1 1/2" to 2" in this area. In proposed ADA area within this area, decrease pavement thickness from 3 1/2" to 2" and provide crushed limestone as required to adjust grade.

Brian Byars”

PEC reviewed the proposal submitted by DCS and recommended its acceptance in order to complete this work in accordance with the construction schedule.

Tripp Bolin
Project Manager
ICM



AIA[®] Document G731[™] – 2019

Change Order, Construction Manager as Adviser Edition

PROJECT: *(name and address)*
 Oxford Police Department Relocation
 09 Industrial Park Drive Oxford, MS
 38655

OWNER: *(name and address)*
 The City of Oxford
 107 Courthouse Square
 Oxford, MS 38655

CONTRACTOR: *(name and address)*
 DC Services
 P.O. Box 2293
 Oxford, MS 38655

CONTRACT INFORMATION:
 Contract For:
 Package B (Site Work)
 Date:
 10-16-2023

CHANGE ORDER INFORMATION:
 Change Order Number:
 001
 Date:
 08-22-2024

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.)

Labor and Materials to remove remaining asphalt at both front entrances, properly compact the existing sub grade prior to installing thicker pavement and a crushed stone bed at ADA parking areas per RFI 50.


Total for Change Order 001- \$17,912.20

The original Contract Sum was	\$	1,145,000.00
Net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	1,145,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$	17,912.20
The new Contract Sum including this Change Order will be	\$	1,162,912.20

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)
 8/26/2024

 Date



CONSTRUCTION MANAGER *(Signature)*
 BY: John Bennett, Senior Project Manager
(Printed name and title)
 8/26/2024

 Date

David Carroll

CONTRACTOR (Signature)

BY: David Carroll, Manager
(Printed name and title)

8/22/2024

Date

OWNER (Signature)

BY: Robyn Tannehill, Mayor
(Printed name and title)

Date





Change Order Request #: 9

Date: July 30, 2024

Project # and Name: Oxford Police Department

Owner : City of Oxford

Architect : McCarty & Associates

Attention : Tripp Bolin @ ICM

Tripp,

Per your request please see materials and labor price for pertaining to RFI #50. Work will commence once written approval has been given.

Asphalt Paving- Kings Asphalt(See attached)		\$8,612.00
	10 % OH & P	\$ 861.20
	Subtotal	\$9,473.20
DC Services		
DEMO Remaining Asphalt		
Excavator 7 Hrs @ \$175/HR		\$1,225.00
Trucking (2) Trucks 10hrs @\$125/HR		\$2,500.00
MATERIALS-610 Limestone 50 TONS @ \$50/Ton		\$2,500.00
EQUIPMENT-Dozer to Spread Stone 4 Hrs @ \$175/Hr		\$ 700.00
LABOR -Flagman 1 man 10 HRS @ \$35/HR		\$ 350.00
		\$7,275.00
	16% O H & P	\$1,164.00
	Subtotal	\$8,439.00
	Total COR	\$17,912.20

Thanks

Russ Shows,
Project Manager

P.O. Box 2293 Oxford, MS 38655
O: (662) 638-3498 F: (662) 510-0273
www.dcs-build.com

Estimate 4759

417 CR 215
 Abbeville, MS 38601 US
 (662) 234-7235
 laura.kgllc@gmail.com
<http://www.kingsasphaltllc.com>
 m



ADDRESS

Shows, Russ
 25 Cr122
 Oxford, Ms 38655

DATE 07/26/2024	TOTAL \$8,612.00	EXPIRATION DATE 07/26/2024
--------------------	---------------------	----------------------------------

ACTIVITY

DATE QUANTITY RATE AMOUNT

3 ADA (1 van Accessible)

1 Asphalt Paving

Asphalt Paving- change order additional 50 tons.

1 8,612.00 8,612.00T

Here's your estimate! We appreciate your business.
 If you have any questions, feel free to contact us anytime.
 Also, check out our website: www.kingsasphaltllc.com

SUBTOTAL \$8,612.00
 TAX (0%)

King's Asphalt, LLC
 662-234-7235

TOTAL \$8,612.00

THANK YOU.

Our Estimators:
 REX KING PH# 662-801-2170

Remit payment to:
 King's Asphalt, LLC.
 417 Cr 215
 Abbeville, MS. 38601



Innovative Construction Management

P. O. Box 1515

Oxford, Mississippi 38655

P: (662) 550-3051

Project: 22.23 Oxford Police Station Relocation

RFI #50: Asphalt Milling Conditions

Status	Closed on 07/17/24		
To	Benjamin Rossetti (McCarty Architects) Paul Koshenina (Precision Engineering) Brian Byars (Precision Engineering)	From	Tripp Bolin (Innovative Construction Management)
Date Initiated	Jul 2, 2024	Due Date	Jul 5, 2024
Location	Exterior	Project Stage	Course of Construction
Cost Impact	TBD	Schedule Impact	TBD
Spec Section		Cost Code	
Drawing Number	C109	Reference	
Linked Drawings			
Received From	Leonard Woodall (DC Services)		
Copies To	Blake Campbell (Innovative Construction Management), Russ Shows (DC Services), Andrew Tuggle (McCarty Architects)		

Activity

Question

Question from Tripp Bolin Innovative Construction Management on Tuesday, Jul 2, 2024 at 04:26 PM CDT

The asphalt contractor began milling the existing pavement 1.5" per the construction documents. After milling areas on the South end of the site it appears the existing asphalt was not as thick as originally intended. See attached markup with photos of the conditions. Please advise if the contractor can install new paving per the documents in the current condition or if further steps need to be taken in order to ensure the ground is suitable for new paving.

Attachments
[Asphalt Milling Conditions.pdf](#)

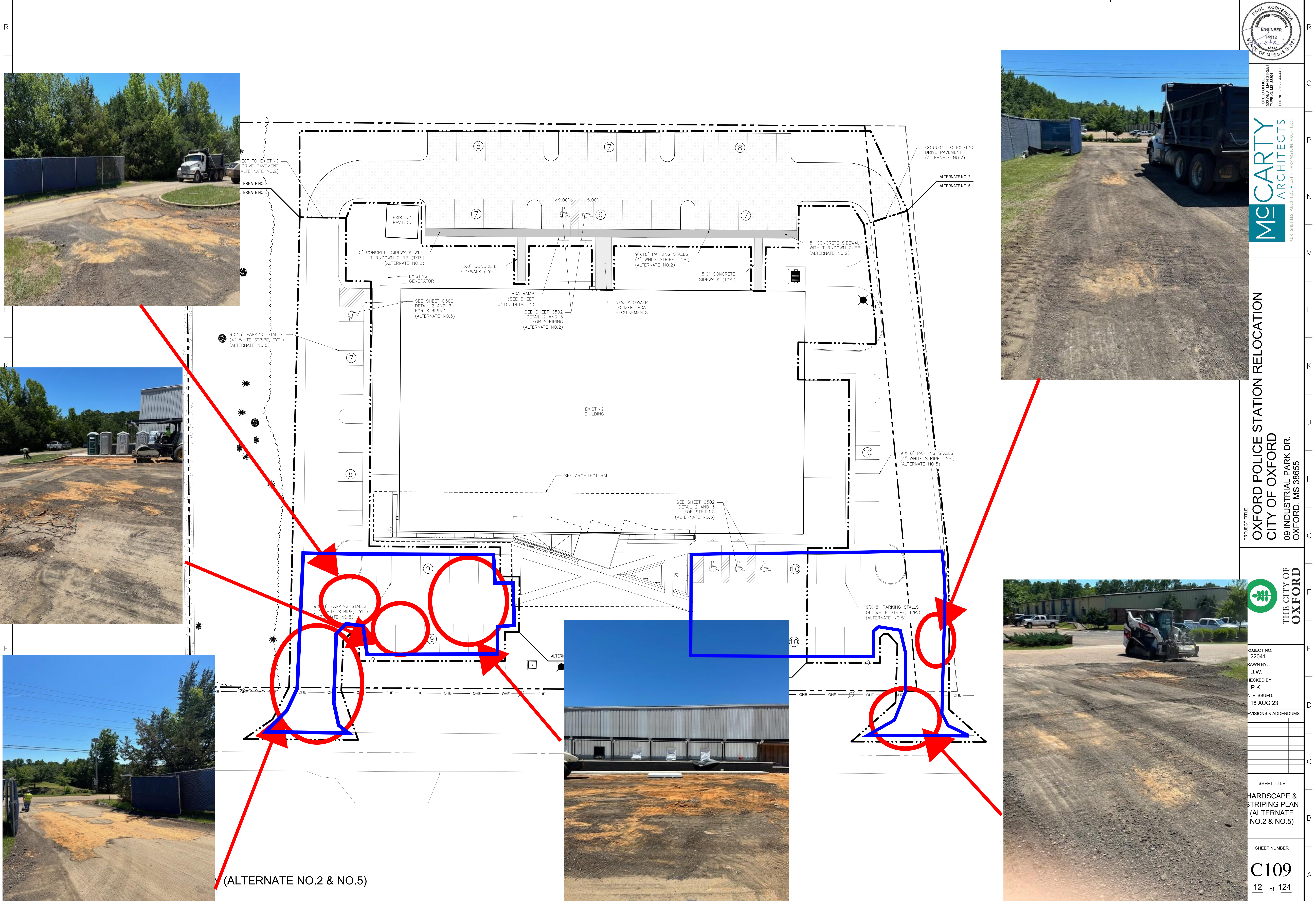
Official Response

Response from Brian Byars Precision Engineering on Wednesday, Jul 17, 2024 at 10:31 AM CDT

PEC recommends removing the remaining asphalt in this area (outlined in blue on the attached drawing). The exposed subgrade should be moisture conditioned and compacted to 95% standard density. The exposed subgrade proof-rolled with a loaded tandem axle dump truck. Any areas that "pump" or show signs of excessive movement should be mitigated by additional processing or undercut and backfill. Mitigation will be determined on-site during the proof roll. Increase the pavement thickness from 1 1/2" to 2" in this area. In proposed ADA area within this area, decrease pavement thickness from 3 1/2" to 2" and provide crushed limestone as required to adjust grade.

Brian Byars

Attachments
[Asphalt Milling Conditions.pdf](#)



PAUL KOSHEWIK
REGISTERED PROFESSIONAL ENGINEER
14912
11/13
STATE OF MISSISSIPPI

PROJECT TITLE
OXFORD POLICE STATION RELOCATION
CITY OF OXFORD
09 INDUSTRIAL PARK DR.
OXFORD, MS 38655

PROJECT NO:
22041
DRAWN BY:
J.W.
CHECKED BY:
P.K.
DATE ISSUED:
18 AUG 23
REVISIONS & ADDENDUMS

SHEET TITLE
HARDSCAPE & STRIPING PLAN
(ALTERNATE NO.2 & NO.5)

SHEET NUMBER
C109
12 of 124

Plot Date: CONSTRUCTION DOCUMENTS - 18 AUGUST 2023

SURPLUS PROPERTY LICENSE

THIS LICENSE (“License”) is made and entered into as of September 3, 2024 (the “Effective Date”), by and between the City of Oxford, Mississippi, a municipality of the State of Mississippi, (the “City” or “Licensor”) and Old Henry Hotel, LLC, (“Old Henry” or “Licensee”).
WITNESSETH:

WHEREAS, the City owns sidewalks throughout the City of Oxford including the downtown business district surrounding and adjacent to the Courthouse Square in Oxford, Lafayette County, Mississippi and specifically the surplus sidewalk area adjacent to Licensee’s business along Jackson Avenue as shown on the survey attached as Exhibit “A” and more particularly described in the legal description attached as Exhibit “B” (the “Property”); and

WHEREAS, the City has recently extended the sidewalk along a portion of Jackson Avenue to improve the pedestrian walkway and to increase the area available for public use; and

WHEREAS, the City of Oxford has the power to license real property owned by it, and make such order respecting the same as may be deemed conducive to the best interest of the City, pursuant to Miss. Code Ann. § 21-17-1; and

WHEREAS, the City finds that it is in the best interests of the community to license the Property to Licensee until August 1, 2025 for valuable consideration, and

WHEREAS, SAID PERMISSION CONTEMPLATED HEREIN IS A MERE LICENSE ONLY AND MAY BE TERMINATED IMMEDIATELY AT THE WILL OF THE CITY FOR ANY REASON.

THEREFORE, for and in consideration of the promises, covenants and agreements contained in this License, the City and Licensee hereby covenant and agree as follows:

ARTICLE I DEMISE, TERM, RENT, AND OTHER PAYMENTS

Section 1.01 Demise and Term. Subject to the terms and conditions stated herein, Licensor shall license the Property unto Licensee, for a term commencing on the Effective Date and expiring exactly August 1, 2025 unless sooner terminated as provided in this License (the “Term”).

Section 1.02 Payment. Licensee covenants and agrees to pay Licensor as payment hereunder for the license of the Property the amount of \$23.00 per square foot for the square footage indicated on Ex. B of 811.95 s.f. for a total yearly payment of \$18,674.85 to be paid in equal monthly installments of \$1,556.24 (the “Payment”), due and payable to Licensor on the 1st day of each month during the Term. All Payments shall be paid to Licensor without demand or set-off at the address of Licensor specified in Section 7.03 of this License, or at such other address Licensor may designate.

ARTICLE II
TAXES, ASSESSMENTS, CHARGES, COMPLIANCE WITH LAW, AND LIENS

Section 2.01 Taxes and Other Charges. To the extent applicable, Licensee shall pay and discharge as they become due and before they become delinquent all taxes, assessments, fees or charges related to its use of the Property, including any sales, gross income, rental, business occupation, or other like taxes and assessments, utility payments and charges, garbage and trash collection fees, which are or may, during the Term, be levied, charged, assessed or imposed solely upon or against the Property.

Section 2.02 Compliance with Laws.

(a) Licensors acknowledges that any use of the Property that is unlawful, improper, excessively noisy or offensive, or contrary to any law or any applicable law, regulation, or ordinance in force in Oxford, Mississippi shall be grounds for immediate termination of this License.

(b) Licensee is obligated, at its own expense, to procure the appropriate permits for the operation of its business on the Property including any necessary permits from the Mississippi Department of Revenue and/or Alcoholic Beverage Control for the sale of alcoholic beverages on the Property and a Shared Use Permit from the City of Oxford Planning Department. Licensee shall give prompt notice to Licensor of any violation of any law or requirement of public authority with respect to the Property or the use and occupation thereof by Licensee.

Section 2.03 Liens. Licensee shall not permit any liens to attach to the Property. If any lien or order for the payment of money shall be filed against Licensor or the Property, arising out of Licensee's use or occupation of the Property then Licensee shall immediately cause such lien to be canceled and discharged of record, by bond or otherwise, at the election and expense of Licensee or Licensee may insure over such lien with a title insurance company acceptable to Licensor. Licensee shall, indemnify, hold harmless and defend on behalf of Licensor, at Licensee's sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien, liens or orders, and Licensee shall pay any damages and discharge any judgment entered thereon. Licensee's obligations to observe or perform this covenant shall survive the expiration or other termination of this License.

ARTICLE III
USE AND SURRENDER OF THE DEMISED PREMISES AND UTILITIES

Section 3.01 Use of the Property. Licensee's use of the Property shall be governed by the Shared Use Permit approved by the City of Oxford Planning Department. The Licensee's use and occupation of the Property is subject to and must comply with all applicable laws and ordinances, including City of Oxford ordinances regarding the service of alcoholic beverages and amplified sound.

Section 3.02 Surrender of Property. It is agreed that at the expiration or earlier termination of this License, Licensee shall remove any personal property, which Licensee has placed on the Property. If Licensee's removal of any items causes damage to the Property, then Licensee shall, within 10 days of the expiration or notice of termination, promptly repair such

damage and shall be solely liable for the costs of such repair. Licensee covenants and agrees, at the expiration or earlier termination of this License, whether by limitation, forfeiture or otherwise, to quit, surrender and deliver to Licensor possession of the Property, free from all personal property of the Licensee, and free from all liens thereon, in good condition and repair, ordinary wear and tear excepted, all of which shall become and remain the property of Licensor. Licensee's obligations to observe or perform this covenant shall survive the expiration or other termination of this License.

Section 3.03 Termination.

NOTWITHSTANDING ANY OTHER TERM OF THIS LICENSE, THIS LICENSE IS IMMEDIATELY TERMINABLE AT ANY TIME FOR ANY REASON AT THE WILL OF THE LICENSOR

(a) The termination by Licensor shall be effective upon 7 days written notice to Licensee. In the event of a termination by Licensor, any obligation that has accrued to Licensee under the operation of this License shall survive the termination.

(b) The Licensee shall only have the right of early termination of this License with the prior approval of the Licensor. Any such request by Licensee shall be submitted in writing to Licensor and approval or disapproval of the request for early termination is at the discretion of the Licensor.

(c) Whenever this License is terminated, Licensee shall surrender the Property pursuant to Section 3.02 above.

(d) In the event of a termination, Licensee shall pay to Licensor all reasonable costs incurred by Licensor (including court costs and reasonable attorneys' fees and expenses) in: (1) obtaining possession of the Property; (2) removing and storing Licensee's property; (3) repairing, restoring, altering, remodeling, or otherwise putting the Property into the same condition that the Property was in on the effective date of this License.

(e) It is understood that in the event of a breach of any term of this License by Licensee, Licensor may avail itself of all available legal remedies. No remedy herein conferred upon or reserved to Licensor is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative, and shall be in addition to every other remedy given under this License or now or hereafter existing at law or in equity or by statute. No delay or omission by Licensor to exercise any right or power that accrued upon any default of Licensee shall impair any such right or power or shall be construed to be a waiver thereof, and any such right and power may be exercised by Licensor at any time, from time to time and as often as may be deemed expedient.

Section 3.04 Excess Payments. In the event this License is terminated by the Licensor, any excess amounts paid to the Licensor pursuant to Section 1.02 Payment shall be prorated as of the date of termination and refunded to the Licensee.

ARTICLE IV
IMPROVEMENTS, REPAIRS, MAINTENANCE AND INSPECTIONS

Section 4.01 Construction of Improvements. No improvements may be made to the Property unless they are approved in advance by the City of Oxford Planning Department as part of the Shared Use Permitting process.

Section 4.02 Maintenance and Repair of Property. Except as noted below, Licensee shall keep and maintain the Property in good order and repair. Any damage to the property caused by Licensee or its invitees, shall be repaired by Licensee at Licensee's sole cost and expense. Licensor shall not be liable to Licensee or Licensee's agents, employees and invitees for any damages resulting from failure to maintain the Property unless such damage is due solely to Licensor's gross negligence or willful misconduct. Notwithstanding the above, Licensee shall ensure that the Property is thoroughly cleaned at the end of each business day or as required to prevent unsightliness and/or odor. All trash and debris, liquids or solids, must be properly disposed of, removed, and cleaned as needed, so that the appearance of the area remains clean and free of odor. All property of every kind which may be on the Property during the term of this License shall be on the Property at the sole risk of Licensee or those claiming under Licensee, and Licensor shall not be liable to Licensee or to any other person for any injury, loss or damage to any such property in or upon the Property, and the entrances, sidewalks and walkways adjoining same, unless due solely to Licensor's gross negligence or willful misconduct.

ARTICLE V
INSURANCE

Section 5.01 Classes of Insurance for Licensee. During the Term of this License, Licensee shall keep the Property insured against the following risks and hazards, with coverage in amounts not less than those specified as follows:

(a) Special form property insurance insuring Licensee's furniture, fixtures, equipment, and other personal property, in an amount equal to the full replacement cost;

(b) Comprehensive general public liability insurance against claims relating to or occurring on or about the Property and its respective appurtenances and improvements, including personal injury, death and property damage, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence on account of bodily injuries to or death of one person and Two Million Dollars (\$2,000,000.00) on account of bodily injuries or death of more than one person as the result of any one accident or occurrence. All such general public liability insurance shall name Licensor as an additional insured and may be furnished under a "primary" policy and an "umbrella" policy, provided that it is primary insurance and not excess over, or contributory with, insurance in force for Licensor.

Section 5.02 Requirements. The insurance required by Section 5.01 above shall: (i) be written in the name of Licensee with respect to general liability policies, with Licensor named as additional insured and (ii) be written by one or more responsible insurance companies authorized to do business in Mississippi and reasonably acceptable to Licensor. Licensee shall give thirty (30) days' prior written notice to Licensor of any proposed cancellation of any of its insurance

policies. Licensee shall be solely responsible for the payment of any insurance premiums, and Licensor (or Licensor's designee) shall not be required to pay any premium for such insurance. Licensee shall deliver to Licensor, upon request, a certificate of insurance on all policies secured by Licensee in compliance with its obligations hereunder.

ARTICLE VI
ASSIGNMENT, SUBLETTING AND MORTGAGING

Section 6.01 Assignment, Subletting and Mortgaging. Licensee shall not (i) sublicense the Property, or any part thereof, nor (ii) assign this License or any interest therein, nor (iii) grant concessions or licenses or other rights for the occupancy or use of the Property, or any part thereof, nor (iv) encumber, mortgage, hypothecate or grant any interest in this License or in Licensee's estate, nor (v) transfer any interest in this License or Licensee's estate in the Property.

ARTICLE VII
MISCELLANEOUS

Section 7.01 Waiver. Failure of either party to insist upon the strict performance of any term, condition or covenant to be performed pursuant to this License or to exercise any option, right, power or remedy contained in this License shall not be deemed nor construed as a waiver of such performance or relinquishment of such right now or subsequent thereto. No waiver of any terms or provisions hereof shall be valid unless such waiver is in writing.

Section 7.02 Severability. Each and every covenant and agreement contained in this License shall be, for any and all purposes hereof, construed as separate and independent from all other covenants and agreements contained herein. All rights, powers and remedies provided herein shall be exercised only to the extent that the exercise thereof does not violate applicable law and shall be limited to the extent necessary to render this License valid and enforceable. If any term, provision or covenant of this License or the application thereof to any person or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remainder of this License or the application of such term, provision or covenant to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

Section 7.03 Notices, Demands and Other Instruments. All notices, demands, requests, consents and other instruments required or permitted to be given pursuant to the terms of this License shall be in writing and shall be deemed to have been properly given (i) upon personal delivery, (ii) two business days after deposit in the United States Mail, certified mail return receipt requested, or (iii) when delivered by a nationally recognized overnight courier service, addressed to each party hereto as follows:

Licensor: City of Oxford, Mississippi
 Attn: Ashley Atkinson
 107 Courthouse Square
 Oxford, MS 38655

With a copy to: MAYO MALLETTE PLLC
 Attn: Pope Mallette

P.O. Box 1456
Oxford, MS 38655

Licensee: Old Henry Hotel, LLC
Attn: Clay Scruggs
1002 Jackson Avenue East
Oxford, MS 38655

or at such other address in the United States as Licensor or Licensee may from time to time designate in writing and deliver to the other party.

Section 7.04 Successors and Assigns. Each and every covenant, term, condition and obligation contained in this License shall apply to and be binding upon and inure to the benefit or detriment of the respective legal representatives, successors and assigns of Licensor and Licensee. Whenever reference to the parties hereto is made in this License, such reference shall be deemed to include the legal representatives, successors and assigns of Licensor and Licensee as if in each case expressed. The term “**Person**” when used in this License shall mean any individual, corporation, partnership, firm, trust, joint venture, business association, syndicate, government or governmental organization or any other entity.

Section 7.05 Headings. The headings to the various sections of this License have been inserted for purposes of reference only and shall not limit or define the express terms and provisions of this License.

Section 7.06 Counterparts. This License may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument.

Section 7.07 Applicable Law. This License shall be construed under and enforced in accordance with the laws of the State of Mississippi.

Section 7.08 All Genders and Numbers Included. Whenever the singular or plural number, or masculine, feminine or neuter gender is used in this License, it shall equally apply to, extend to and include the other.

Section 7.09 Time of the Essence. It is specifically agreed that the timely payment of each and every installment of Rent and performance of each and every one of the terms, covenants and conditions hereof is of the essence of this License.

Section 7.10 Prohibition on Recording License. Neither party shall at any time record a copy of this License or memorandum of License without Licensor’s consent.

Section 7.11 Amendment or Modification. This License contains the entire agreement of the parties, and no amendment or modification of this License shall be valid or binding unless expressed in writing and executed by the parties hereto in writing in the same manner as the execution of this License.

Section 7.12 Indemnification. Licensee shall indemnify, defend, keep, save, and hold harmless Licensor from any and all damages and liability for anything and everything whatsoever

arising from or out of the occupancy by or under Licensee, Licensee's agents or servants, any user and/or renter to whom Licensee allows access to the Property pursuant to this License, and from any loss or damage arising from any fault or negligence by Licensee or any failure on Licensee's part to comply with any of the covenants, terms, and conditions in this License.

Section 7.13 Forum Selection. To the full extent permitted by Law, Licensor and Licensee agree the federal and state courts located in Oxford, Mississippi shall have exclusive jurisdiction over any matter relating to or arising from this License and the parties' rights and obligations under this License

IN WITNESS WHEREOF, Licensor and Licensee have caused this License to be executed as of the day and year first above written.

LICENSEE:

Old Henry Hotel, LLC

LICENSOR:

City of Oxford, Mississippi

By: _____
Clay Scruggs

By: _____
Robyn Tannehill, Mayor



OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

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: September 3, 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 1:00 A.M. on Friday, September 6th and continue into the early morning until 7:00 A.M. These times would place this work during hours that are less likely to interrupt the flow of traffic on Thacker Loop.

Engineering supports this request for extended work hours provided any lighting the contractor utilizes for the work is contained within the site so as not to be a nuisance to surrounding properties.



**ODEN • HARDY
CONSTRUCTION**

Out-A-Space Self Storage/Thacker Storage

14 Thacker Loop. Oxford MS 38655

Permit # BLDC-005779-2024 MPC # MC-31160006

Project Start: 7/22/2024 Completion Date: 4/17/2025

Owner: Jay Luna/Trinity Group

Rough Dimension: 244x84

Foot Print sq ft: 18,698

Total sq ft: 74,792

Total Units: 612 for all 4 Floors

Concert Supplier: BBM Concrete Contractor: Abby Bridges

1st Pour for Slab on Grade yards: 400 Truck count: 50

2nd Pour for Slab on Grade yards: 300 Truck count: 38

2nd Floor Pour approx. yards: 374 Truck count: 47

3rd Floor Pour approx. yards: 253 Truck count: 32

4th Floor Pour approx. yards: 253 Truck count: 32

1st Pour 1st Floor Slab On Grade 8/29/24, set up at 12 AM with Light Towers, Pump at 1:00 PM, start Pour at 2:00 PM Scheduling 80 yards per hour. Poured out by 7:00 AM.

2nd Pour 1st Floor Slab On Grade 9/6/24, set up at 1:00 AM with Light Towers, Pump at 2:00 PM, start Pour at 3:00 PM Scheduling 80 yards per hour. Poured out by 7:00 AM.

2nd Floor Pour, set up at 11:30 PM with Light Towers, Pump at 12:00 AM, start Pour at 1:00 AM Scheduling 80 yards per hour. Poured out by 6:00.

3rd Floor Pour, set up at 12:30 AM with Light Towers, Pump at 1:00 AM, start Pour at 2:00AM. Scheduling 80 yards per hour. Poured out by 6:00 AM.

4th Floor Pour, set up at 12:30 AM with Light Towers, Pump at 1:00 AM, start Pour at 2:00 AM, Scheduling 80 yards per hour. Poured out by 6:00 AM.

Project Superintendent: Mark Grant...Cell# (828-234-4974) mgrant@odenhardy.com

Oden Hardy Construction 1400 59th Street West Bradenton FL 34209...Office (941-792-2233)

State of Mississippi Contractor License # 20099-MC Expires Jul. 31, 2025

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 or 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.

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

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.
- (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



**City of Oxford
Board of Aldermen
Recess Meeting-BOA
September 12, 2024, 3:30 pm - 4:00 pm
City Hall Courtroom**

DOCUMENTS

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Signed_approved_minutes_09122024

Inspection proposal- City of Oxford PG

Resolution Mill Rate 2024-2025_2024_taxroll

Final_FY2024_2025_Budget

MINUTES

City of Oxford
Board of Aldermen
Recess Meeting
Thursday, September 12, 2024, 3:30 pm - 4:00 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 3:30pm on Thursday, September 12, 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-absent
Brian Hyneman, Alderman Ward III-absent
Kesha Howell-Atkinson, Alderman Ward IV-via Microsoft Teams
Preston Taylor, Alderman Ward V-absent
Jason Bailey, Alderman Ward VI-via Microsoft Teams
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
Mark Levy-Special Projects

2. Adopt the agenda for the meeting.

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

3. Consider a proposal from Tindall for inspection of the downtown parking garage. (Mark Levy)

It was moved by Alderman Addy, seconded by Alderman Crowe to accept a proposal from Tindall for the inspection of the downtown parking garage. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

4. Request permission to adopt a Resolution setting the Mill Rate for FY 2024-2025. (Ashley Atkinson)

It was moved by Alderman Crowe, seconded by Alderman Addy to adopt a Resolution setting the Mill Rate for FY 2024-2025. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

5. Request permission to adopt the FY 2024-2025 Budget. (Ashley Atkinson)

It was moved by Alderman Addy, seconded by Alderman Crowe to adopt the FY 2024-2025 budget for all City departments. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6. Consider an executive session.

No action was taken on this item.

7. Adjourn.

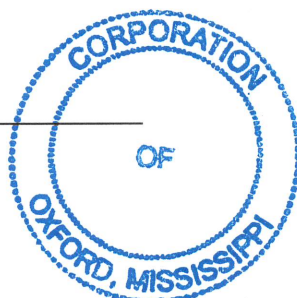
It was moved by Alderman Addy, seconded by Alderman Crowe to adjourn the meeting. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.



Robyn Tannehill, Mayor



Ashley Atkinson, City Clerk



PARKING GARAGE INSPECTION PROPOSAL

Date: September 5, 2024
TO: **Mayor Robyn Tannehill**
107 Courthouse Sq
Oxford, Ms 38655

Project: Downtown Parking Garage
Location: Oxford, Ms
Estimate #: OXMSPG

ATTENTION: Madam Mayor Tannehill,

We propose to provide a complete inspection for **DOWNTOWN PARKING GARAGE (1102 Jefferson Ave Oxford, Ms)** as described below. This proposal is subject to the terms, provisions and scope described herein.

Total cost: \$8,000- Inspection is scheduled for September 10th-13th, 2024

It should be noted that Tindall will require clear access to the interior of the garage including all stair towers and individual rooms within the parking structure.

1. This procedure will review the structural performance of the components.
2. Visual Inspection of the following:
 - a) **Double Tees**: Inspect for delamination, spalling, cracks and/or scaling. Check all flange connections for weld failures and corrosion.
 - b) **Beams, columns and spandrels**: Inspect for delamination, spalling and/or cracks.
 - c) **Stair and Elevator Towers**: Check handrails, stair treads and landings, walls, and roof for signs of deterioration. Check all connections for failure and/or corrosion.
 - d) **Exposed Steel**: Check all bearing plates and welded connections for corrosion. Check all concrete around connections for distress.
 - e) **Bearing Pads**: Visually inspect all bearing pads for performance. Confirm adequate bearing area is provided.
 - f) **Sealers and Deck Coatings**: Check for tears, abrasions, delaminations and/or other deterioration.
 - g) **Joint Sealers**: Check all joint sealants for leaks, deterioration and/or delamination from concrete.
 - h) **Expansion Joints**: Inspect integrity, load transfer mechanism, and signs of leakage.
 - i) **Drainage**: Check for leaking, ponds and clogged/obstructed drains.
 - j) **Cable Barriers**: Inspect anchorage points, tightness of cables, and corrosion.
 - k) **Railings**: Inspect anchorage points, stability, and corrosion.

3. Structural Audits:

- a) Perform an audit of all structural conditions that will affect the performance of the parking structure.
- b) Provide a written copy of the audit and its findings and recommendations.

BASE PROPOSAL SCOPE OF WORK: (Sections A through C)

A) SCOPE:

1. All labor, equipment and consumables required to perform audit and record findings.
2. This Price excludes Pay-When-Paid terms. Late payment interest will be charged at a rate of 0.50% per month or part thereof.

B) THE FOLLOWING ARE INCLUDED IN THE BASE BID:

We are quoting this project based on our understanding that:

1. Tindall will have free and clear access to outside of the building for equipment.
2. Work will be performed during normal working hours (M-F 6:00AM-6:00PM).
3. Tindall will need access to the interior of the garage and all stair towers.
4. Any Engineering repairs or performance of any work not listed above

C) THE FOLLOWING ARE NOT INCLUDED:

1. Removal and reinstallation of interior finishes of any kind.
2. Any demo, repair or replacement of existing landscaping or hardscape.
3. "Pay-When-Paid" terms.
4. Liquidated damages.
5. Additional Connections: Beyond the requirements for the structure, no additional connections and attachment hardware is included in this price. These will be assessed and priced once known.
6. Sitework - All unloading, erection and patching of precast members, furnish or place concrete or reinforcement required for cast-in-place work including toppings and concrete coverings over precast connections. Other site work of any kind.
7. Coordination with other trades including within a BIM Model or otherwise.

8. Roads/pavements including protection of existing pavements/underground utilities on-site.
9. Deliveries or Production on weekends, holidays, and Christmas-New Year week.
10. Utilization of minority/women business enterprises and suppliers outside of our normal established suppliers to meet any minimum requirements.

D) GENERAL CONDITIONS:

1. The governing code for this structure is the latest version of the International Building Code. Any additional requirements more stringent than those stated here will result in additional costs to the contractor.
2. Catastrophic and extraordinary events: Tindall reserves the right to pass on additional costs due to catastrophic and extraordinary events over which it has no control. Such events might include but are not limited to acts of God, supply disruptions from terrorist activities, or any other Force Majeure such as politically motivated events.
3. “As Built” drawings: Tindall reserves the right to request and obtain from the General Contractor “as built” drawings for the foundation and/or support structural work prior to move in.
4. ADA Compliance: Tindall makes no guarantee as to satisfactory compliance with ADA or any other code related provisions of which requirements are not clearly set forth in the bid/project documents as listed on page one of this proposal.
5. TINDALL IS NOT THE ENGINEER OF RECORD FOR THIS PROJECT no matter whether this proposal is based on contract documents or Tindall’s own drawings and details.
6. Design of members and connections will be per Prestressed Concrete Institute (PCI) recommended procedures and practices, and will incorporate Tindall’s building components. Products will be fabricated in accordance with erection drawings as approved by the General Contractor and Architect/Engineer. Tindall will not be responsible for notifying others for changes in the work appearing on the approved drawings.
7. Tindall’s quote includes safety requirements to meet OSHA standards for Tindall employees and subcontractors ONLY. Any requirements more stringent than OSHA will result in additional costs to the contractor.
8. Owner’s Builder’s Risk Insurance Policy certificate showing TINDALL CORPORATION as additional insured, deductible amounts of all categories and any exclusions before Seller begins any site operations shall be furnished by Buyer. If Contractor cannot supply coverage, TINDALL, will have the right to obtain Builders Risk Insurance and be reimbursed for the amount by the Owner. TINDALL shall not be responsible for deductibles.
9. Accurate legal description of the Project shall be provided by Contractor prior to commencement of the Work, and shall provide Subcontractor with copies of any special forms or notices required to preserve lien rights under state laws applicable to the Project.
10. Legal description of the property, the name, address, and representative of the Owner, and evidence of adequate owner project financing shall be provided to Subcontractor upon written

request. The Contractor shall promptly notify Subcontractor of material changes in the Owner's identity or financial arrangements. Subcontractor shall not be obligated to commence or continue Subcontract Work unless adequate assurance of payment is received.

E) PAYMENT TERMS AND CONDITIONS:

1. Tindall's Standard Terms and Conditions contained in Section **H) Standard TERMS AND CONDITIONS** below are to be followed unless specifically stated in items within this section.
2. **PAYMENT TO CONTRACTOR SHALL NOT BE A CONDITION PRECEDENT TO THE PAYMENT OF FUNDS TO TINDALL.**
3. Net 30 day payment terms on invoices. Monthly requests for payment will be sent to the contractor's office according to the specifications, but not later than the twenty-fifth (25th) of each month. No retainage shall be withheld on plant stored materials.
4. Upon signing of the Proposal, an Initial invoice will be submitted for Mobilization and will be 25% of the contract to cover the cost of ancillary formwork, long-lead materials and other upfront costs for Tindall.
5. This proposal is tied to acceptance within the timeframe indicated in the schedule section.
6. Withholding Payment: Notwithstanding provisions to the contrary, it is not intended that payment for this completed subcontract can be withheld by the contractor for reasons not the responsibility of Tindall.
7. Acceptance of this proposal constitutes acceptance of the terms of payment set forth herein and no subsequent act or writing shall supersede or modify these terms of payment unless agreed to in writing by both Tindall and Buyer. The negotiation and/or failure to agree upon or execute any subsequent writing or document evidencing the terms of this agreement shall not entitle Buyer to fail to comply or observe the terms of payment set forth herein.

F) SCHEDULE:

1. Schedule: Tindall is projecting the work will take 1-3 days to complete. Customer is requesting the inspection during the month of September 2024.
2. Tindall must receive the fully signed Proposal to proceed with scheduling inspector.

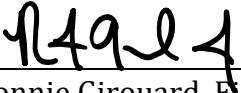
ACCEPTANCE: This proposal is made with the provision that if accepted it shall become a contract incorporating all the Terms and Conditions as listed. Acceptance on another form shall be subject to all the Terms and Conditions herein.

EXPIRATION: This Contract Proposal expires thirty (30) calendar days from the date issued unless earlier withdrawn or extended in writing.

The undersigned accepts this proposal as a binding contract subject only to the approval of the credit of the Buyer by the Seller.

By: _____ Date: _____.

Respectfully Submitted,
TINDALL CORPORATION, Mississippi Division

By:  _____
Ronnie Girouard, Field Ops Manager
ronniegirouardjr@tindallcorp.com
864-809-6158

H) Standard TERMS AND CONDITIONS: R4

1. GENERAL

- A. Prompt acceptance of this order by signing and returning the acknowledgement copy hereof is requested but, in any event, any delivery hereunder shall constitute an acceptance hereof and of all its terms.
- B. This order is a final, complete and exclusive statement of the agreement between the parties and may not be modified, supplemented, explained or waived by parol evidence, Seller's are only to describe the materials or work covered hereby and do not constitute an acceptance of any terms set forth therein.
- C. This order and the language herein shall be construed and enforced under the Uniform Commercial Code as in effect in the State of South Carolina on the date hereof.

2. PERFORMANCE BY SELLER

- A. Time is of the essence for this order and it is essential it be performed and filled on the specified date(s) and that the work progress in a timely fashion.
- B. Seller warrants that material and work furnished hereunder shall be of the highest grade and quality unless otherwise specified and agreed to in writing, and shall meet all standards of the Occupational Safety and Health Act of 1970 (OSHA) and all applicable state and local safety and health requirements. At Buyer's option, any part of the material or work not complying with the requirements hereof, expressed or implied, may be returned, at Seller's risk and expense including transportation both ways, for prompt correction of defects. Payment by Buyer shall not constitute acceptance or waive any rights of Buyer hereunder.
- C. This order is issued to Seller in reliance on Seller's personal performance and Seller may not assign this order or the partial payment of any sums due hereunder or subcontract any substantial part of the performance or work other than for standard commercial supplies.
- D. Seller warrants that it shall comply with all applicable Federal, state and local laws including the Fair Labor Standards Act of 1938, Executive Order 11246 and Title VII of the Civil Rights Act of 1964, including amendments and regulations issued pursuant (hereto and this order hereby incorporates by reference all provisions required by said laws and regulations to be included herein.
- E. Seller agrees to exculpate, defend, indemnify and hold harmless the Buyer and its customers from and against all claims, liabilities, lawsuits, expenses (including attorney's fee and other defense costs) and penalties, including those based on Buyer's or its customer's negligence, which arise, directly or indirectly, out of any of the following: (i) personal injury or death or property damage or destruction arising out of alleged defects in material workmanship or design of the material or work furnished hereunder; (ii) violations of OSHA, state or local safety or health requirements arising out of the use or resale of material or work furnished hereunder; (iii) personal injuries or death of Seller or Seller's agents, employees or subcontractor's personnel and damage to or destruction of Seller's or its subcontractors property; and (iv) the infringement by material or work furnished hereunder of any United States or foreign patent or trademark.

3. CERTAIN CHARGES OR EXPENSES NEGATED

Unless otherwise specifically provided herein, (i) no charges for transportation, packing, crating, cartage, storage or containers shall be allowed, (ii) Seller shall pay and the price includes all applicable sales and similar type taxes which are not imposed by law on the Buyer and (iii) any information or data disclosed or furnished to Buyer by Seller hereunder shall be deemed sold as part of the price hereof, non-proprietary and free of all restrictions whatsoever. Shipping and/or freight charges shall be borne by Seller to the extent provided in the order.

4. BUYER'S PROPERTY

- A. Buyer retains title to all drawings, designs, specifications and technical data furnished to Seller for use with this order and the same shall be treated as Buyer's confidential information, shall be used by Seller only to complete this order and shall be returned upon completion or termination of this order, along with all copies or reproductions thereof, provided copies or reproductions shall be made only with Buyer's written consent.
- B. All materials, including tools, special dies and patterns furnished or specifically paid for by the Buyer, shall be the property of the Buyer, shall be returned to Buyer when no longer required hereunder, shall be used only to complete this order and shall be segregated and clearly identified as property of the Buyer. Seller assumes all risk and liability for loss or damage thereto, except for normal wear, and agrees to permit inspection and supply detailed statements of inventory upon request of Buyer,

5. CHANGES

Buyer may at any time by written notice make changes within the general scope of this order. If any such change affects the time for or cost of performance, an equitable adjustment shall be made in the delivery schedule, purchase price, or both by agreement of the parties. All claims by Seller for adjustment under this clause must be asserted in writing and in full within thirty (30) days from the date of notification of the change or shall be waived. Nothing herein shall excuse Seller from proceeding with the order as changed. No extras shall be allowed except pursuant to written changes and this clause.

6 TERMINATION

- A. Buyer may at any time terminate this order, in whole or in part, by written notice, whereupon Seller shall terminate work pursuant to the terms of such notice. Seller shall promptly advise Buyer of the quantities of applicable work and material on hand or purchased prior to termination and the most favorable disposition that Seller can make thereof. Seller shall comply with Buyer's instructions regarding disposition of such work and material. All claims by Seller based on such termination must be asserted, in writing and in full, within ninety (90) days from the date of notification of the termination, or shall be waived. Buyer shall pay Seller the purchased order price of finished work and the cost to Seller (excluding profit or losses) of work in process and raw material; less however, (i) the agreed value of any items used or sold by Seller with Buyer's consent, and (k) the reasonable value or cost (whichever is higher) of any defective, damaged or destroyed work or material and any item sold or used by Seller without Buyer's consent. Buyer will make no payments for finished work, work in process or raw materials fabricated or procured by Seller unnecessarily in advance or in excess of Buyer's delivery requirements. The payment provided under this clause shall constitute Buyer's only liability in the event this order is terminated as provided herein. The foregoing provisions of this clause shall not apply to any termination by Buyer for default of Seller or under the following provisions of this clause unless a court shall find such termination by Buyer to be improper.
- B. To the extent this order covers items normally carried in inventory by Seller (as distinguished from items specially made to Buyer's specifications), Buyer shall have no liability for any termination of this order, in whole or in part, prior to actual shipment and for any termination, within ten (10) days after receipt by Buyer its liability shall be limited to returning said items and reimbursing Seller for direct costs of handling and transportation.
- C. Buyer shall not be liable for failure to take delivery of material or work or render any other performance in the event of a fire, accidents, labor difficulties, governmental actions, third party failures or any other conditions beyond Buyer's reasonable control render it commercially impractical for Buyer to do so.

7 GOVERNMENT CONTRACTS

If his order is for material or work under a government contract or subcontract, all contract provisions applicable hereto and required by law, order, regulation or Buyer's government contract or subcontract are hereby incorporated herein by reference as fully as if set forth herein in full. Where necessary to make the context of such provisions or clause applicable to this order, the terms "Contractor;" "Contract," and "Government" or "Contracting Office" (or terms of similar import) shall mean respectively Seller, this order, and Buyer.

8. NOTICE

Tindall values highly the confidence and good will of its customers and suppliers. We offer our products only on their merit; and we expect our customers to judge and purchase our products and services solely on the basis of quality, price, delivery and service. Likewise, Tindall buys only on merit, and we judge and purchase solely on the basis of quality, price, delivery and service. This Tindall corporate policy applies in all relationships with our customers and suppliers.

9. INSPECTION CLAUSE

The Buyer and/or its delegated representative shall have the right to inspect and test the goods at any time during manufacture and prior to final shipment, and to final inspection within a reasonable time after arrival at the ultimate destination. The goods shall not be deemed acceptable until after final said inspection. The making or failure to make any inspection of, or payment for or acceptance of its goods, shall in no way impair Buyer's right to reject nonconforming goods or to avail itself of any other remedies to which the Buyer may be entitled, notwithstanding Buyer's knowledge of the nonconformity, its substantiality or the ease of its discovery. In the event Buyer and/or its delegated representative determines that any goods provided by Seller are not acceptable, Buyer will promptly so notify Seller. Upon Seller's receipt of such notification, Seller will, at no cost to Buyer, promptly furnish replacement goods to Buyer, free from the deficiency, defect and/or other non-compliant condition which resulted in Buyer's prior rejection of goods furnished by Seller.

10. NONDISCRIMINATION

Seller warrants that it and its subcontractors shall comply with all applicable Federal, state and local laws including the Fair Labor Standards Act of 1938 as amended and implemented. In addition, this Purchase Order incorporates by reference and is subject to the following regulations of the Office of Federal Contract Compliance Programs, Department of Labor: 41 CFR 601.4 Equal Opportunity; 41 CFR 60250.5 Equal Opportunity Clause and Affirmative Action Clause for Special Disabled Veterans, Vietnam Era.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

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

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

CITY OF OXFORD – 2024-2025

	Proposed Mill Rate	Authority
General Fund	24.95	21-33-45
Parks & Recreation	2.00	21-37-43
2012 General Obligation	.85	21-33-45
2023 General Obligation	1.30	21-33-45
2015 General Obligation	1.30	21-33-45
2017A General Obligation	.95	21-33-45
2017B General Obligation	.95	21-33-45
2018A General Obligation	<u>.35</u>	21-33-45
Subtotal for Municipality	<u>32.65</u>	
School Bond & Interest	12.21	37-59-1
School Maintenance	<u>49.30</u>	37-57-104-107
Subtotal for Oxford School	<u>61.51</u>	
TOTAL MILLS FOR CITY & SCHOOL	<u>94.16</u>	

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

Alderman Addy	voted aye
Alderman Huesle	voted absent
Alderman Hyneman	voted absent
Alderman Howell-Atkinson	voted aye
Alderman Taylor	voted absent
Alderman Bailey	voted aye
Alderman Crowe	voted aye

Whereupon the Mayor declared the motion carried and the Resolution adopted, this the 12th day of September, 2024.



 ROBYN TANNEHILL, MAYOR

ATTEST:



 ASHLEY ATKINSON, CITY CLERK



**City of Oxford Municipal Budget
Fiscal Year 2024-2025
as adopted September 12, 2024**

REVENUES

General Fund

**2024-2025
Projected
Revenues**

TAXES

AD VALOREM TAX	\$ 12,965,152
PARK COMM TAX LEVY	\$ 1,059,408
OVER 65 TAX REIMB	\$ 190,000
IN LIEU OF TAXES	\$ 429,000
PENALTIES & INTEREST	\$ 150,000
UTILITY TAX	\$ 21,175
Subtotal	\$ 14,814,735

LICENSES AND PERMITS

PLANNING DEPT. INCOME	\$ 225,000
PRIVILEGE LICENSE	\$ 95,000
FRANCHISE CHARGES	\$ 938,000
BLDG & ZONING	\$ 975,000
KEG PERMITS	\$ 200
TAXI PERMITS	\$ 500
SPECIAL EVENT PERMITS	\$ 7,000
Subtotal	\$ 2,240,700

INTERGOVERNMENTAL REVENUES

MUNICIPAL AID	\$ 38,000
SALES TAX-RENTAL CAR SETTLEMENT	\$ 40,000
SALES TAX - REVENUE	\$ 14,000,000
ABC LICENSES	\$ 205,000
FIRE PROTECTION	\$ 164,205
REIMB. STATE OF MS-GRANTS	\$ 25,000
FEMA REIMBURSEMENTS RECEIVED	\$ 50,000
U OF MS-OFD CAPITAL CONT	\$ 75,000
U OF MS REIMB.-FOOTBALL	\$ 100,000
COUNTY AD VALOREM TAX	\$ 1,678,617
UNIV OF MISS FIRE PROTECTION	\$ 1,595,000
HOSPITAL ROW PAYMENT	\$ 3,039
COUNTY FNC PARK PAYMENT	\$ 150,000
E JACKSON AVE LEASE REVENUE	\$ 50,000
SCHOOL RESOURCE OFFICER REIMB	\$ 460,000
U OF MS RIFLE RANGE PAYMENT	\$ 61,000
Subtotal	\$ 18,694,861

GOVERNMENTAL SERVICES

DAMAGES ON TAX REDEMPTIONS	\$ 90,000
PUBLIC RECORDS REQUEST FEES	\$ 1,000
INCOME FROM POLICE DEPT FEES	\$ 60,000
INCOME FROM ARC-ADOPTIONS	\$ 30,000
INCOME FROM SWIM POOL	\$ 25,000
INCOME FROM OPD TRAINING CLASSES	\$ 2,500
SCHOOL COLLECTIONS	\$ 65,000
Subtotal	\$ 273,500

FINES AND FORFEITS

COURT FINES/FORFEITS	\$ 550,000
PROBATION FEES	\$ 25,000
Subtotal	\$ 575,000

MISCELLANEOUS

MISCELLANEOUS	\$ 250,000
INTEREST EARNED	\$ 1,581,000

mTRADE PARK SPONSORSHIP	\$ 150,000
mTRADE PARK CONCESSIONS	\$ 875,000
mTRADE PARK GATE REVENUE	\$ 100,000
mTRADE PARK RENTAL REVENUE	\$ 40,000
mTRADE PARK DUGOUT INCOME	\$ 25,000
Subtotal	\$ 3,021,000

INTERFUND TRANSFERS

TRANSFER-CEMETERY T/A	\$ 20,000
TRANSFER WAT/SEW-GEN	\$ 1,000,000
TRANSFER-REIMB ELEC	\$ 32,175
TRANSFERS-2%-OPD Downtown Unit	\$ 500,000
TAX EQUIVALENT-E/D	\$ 1,165,000
TRANSFER-\$30M TRUST PROCEEDS	\$ 1,068,000
TRANSFER-PARKING DIV. REIM.	\$ 235,048
TRANSFERS- T & A FUNDS	\$ 2,111,892
TRANSFER FROM OPC ACTIVITY FUND	\$ 283,000
Subtotal	\$ 6,415,115

GRAND TOTAL FOR REVENUES

Beginning Cash Used	\$ 8,549,231
Total	\$ 54,584,142

**2024-2025 Budget
General Fund**

**2024-2025 Budgeted Figures
as of October 1, 2024**

Departments	Personnel Services	Supplies	Other Svcs.	Capital Outlay	Debt Service	Total
Legislative	\$ 210,865	\$ 1,500	\$ 19,000	\$ -	\$ -	\$ 231,365
Judicial	\$ 639,756	\$ 56,000	\$ 152,000	\$ -	\$ -	\$ 847,756
Executive	\$ 355,196	\$ 8,500	\$ 14,200	\$ 12,000	\$ -	\$ 389,896
Elections	\$ -	\$ -	\$ 35,000	\$ -	\$ -	\$ 35,000
Financial Administration	\$ 651,782	\$ 133,288	\$ 222,600	\$ 85,000	\$ -	\$ 1,092,670
Human Resources	\$ 402,521	\$ 35,700	\$ 133,000	\$ 10,000	\$ -	\$ 581,221
Law	\$ -	\$ -	\$ 400,000	\$ -	\$ -	\$ 400,000
Buildings & Grounds	\$ 1,730,639	\$ 624,660	\$ 18,680	\$ 279,000	\$ -	\$ 2,652,979
General Government	\$ 1,661,409	\$ 188,300	\$ 1,710,400	\$ 1,066,800	\$ -	\$ 4,626,909
Community Promotions	\$ -	\$ 75,000	\$ 674,751	\$ -	\$ -	\$ 749,751
Police Dept.	\$ 9,876,697	\$ 887,009	\$ 1,103,744	\$ 1,963,671	\$ -	\$ 13,831,121
Fire Dept.	\$ 7,049,735	\$ 332,283	\$ 173,790	\$ 1,026,072	\$ 235,000	\$ 8,816,880
Emergency Mgmt.	\$ 139,348	\$ 32,500	\$ 53,300	\$ 78,187	\$ -	\$ 303,335
Environmental Svcs-ROW	\$ 400,767	\$ 21,500	\$ 250,000	\$ 25,000	\$ -	\$ 697,267
Cemetery Maint.	\$ 80,992	\$ 22,500	\$ 3,500	\$ -	\$ -	\$ 106,992
Parks & Recreation	\$ 1,315,161	\$ 129,600	\$ 346,400	\$ 699,500	\$ -	\$ 2,490,661
Swimming Pool	\$ 64,590	\$ 79,200	\$ 24,500	\$ 144,000	\$ -	\$ 312,290
Stronger Together Oxford	\$ 161,241	\$ 20,200	\$ 45,000	\$ 2,500	\$ -	\$ 228,941
mTrade Park	\$ 966,452	\$ 812,400	\$ 412,000	\$ 795,604	\$ -	\$ 2,986,456
City Garage	\$ 644,223	\$ 868,000	\$ 40,500	\$ 48,000	\$ -	\$ 1,600,723
Animal Resource Center	\$ 616,863	\$ 164,000	\$ 161,300	\$ 55,848	\$ -	\$ 998,011
TOTALS	\$ 26,968,237	\$ 4,492,140	\$ 5,993,665	\$ 6,291,182	\$ 235,000	\$ 43,980,224

**2024-2025 Budget
DEVELOPMENT SVCS**

**2024-2025 Budgeted Figures
as of October 1, 2024**

<u>Departments</u>	<u>Personnel Services</u>	<u>Supplies</u>	<u>Other Svcs.</u>	<u>Capital Outlay</u>	<u>Transfers Out</u>	<u>Total</u>
Engineering	\$ 782,031	\$ 31,500	\$ 45,900	\$ 15,000	\$ -	\$ 874,431
Planning Department	\$ 468,298	\$ 101,000	\$ 145,500	\$ 5,000	\$ -	\$ 719,798
Building Department	\$ 471,648	\$ 29,500	\$ 73,500	\$ 10,000	\$ -	\$ 584,648
Street Department	\$ 912,291	\$ 524,250	\$ 1,578,500	\$ 4,910,000	\$ 500,000	\$ 8,425,041
Totals	\$ 2,634,268	\$ 686,250	\$ 1,843,400	\$ 4,940,000	\$ 500,000	\$ 10,603,918

ENVIRONMENTAL SVCS

**2024-2025
Projected
Revenues**

Penalties & Interest	\$ 35,000
Reimb.-Transfer Station	\$ 220,000
Sanitation Charges	\$ 6,250,000
Waste Disposal	\$ 50,000
Miscellaneous	\$ 255,000
Income from Recycling Transfers In	\$ 100,000
	\$ -
Grandtotal for Revenues	\$ 6,910,000
Beginning Cash Used	\$ (76,128)
Total	\$ 6,833,872

**2024-2025 Budget
ENVIRONMENTAL SVCS**

**2024-2025 Budgeted Figures
as of October 1, 2024**

<u>Departments</u>	<u>Personnel Services</u>	<u>Supplies</u>	<u>Other Svcs.</u>	<u>Capital Outlay</u>	<u>Debt Service</u>	<u>Total</u>
Sanitation-Admin.	\$ 569,391	\$ 49,000	\$ 125,500	\$ 546,000	\$ 1,005,528	\$ 2,295,419
Street Cleaning	\$ 98,554	\$ 12,750	\$ -	\$ -	\$ -	\$ 111,304
Waste Collection	\$ 1,098,315	\$ 255,000	\$ 160,000	\$ 80,000	\$ -	\$ 1,593,315
Transfer Station	\$ 269,176	\$ 73,500	\$ 1,002,000	\$ 295,000	\$ -	\$ 1,639,676
Rubbish Collection	\$ 387,597	\$ 80,000	\$ 150,000	\$ -	\$ -	\$ 617,597
Recycling	\$ 459,561	\$ 71,000	\$ 46,000	\$ -	\$ -	\$ 576,561
Totals	\$ 2,882,594	\$ 541,250	\$ 1,483,500	\$ 921,000	\$ 1,005,528	\$ 6,833,872

Water & Sewer Revenue

	2024-2025 Projected Revenues
UTILITY SERVICES	
Water Sales	\$ 6,400,000
Service Connections	\$ 550,000
Sewer Charges	\$ 6,500,000
Interest Income	\$ 325,000
Miscellaneous	\$ 525,000
Penalties & Service Charges	\$ 55,000
Grandtotal for Revenues	\$ 14,355,000
Beginning Cash	\$ 12,021,593
Total	\$ 26,376,593

**2024-2025 Budget
Water & Sewer**

**2024-2025 Budgeted Figures
as of October 1, 2024**

Departments	Personnel Services	Supplies	Other Svcs.	Capital Outlay	Debt Service	Transfers & Other Charges	Total
Admin. & General	\$ 417,200	\$ 65,000	\$ 102,500	\$ 70,000	\$ 3,267,145	\$ 1,000,000	\$ 4,921,845
Finance & Customer	\$ -	\$ -	\$ 685,000	\$ -	\$ -	\$ -	\$ 685,000
Transmission & Distribution	\$ 656,000	\$ 551,250	\$ 99,500	\$ 2,674,508	\$ -	\$ -	\$ 3,981,258
Treatment & Purification	\$ 1,015,750	\$ 618,250	\$ 788,000	\$ 782,000	\$ -	\$ -	\$ 3,204,000
Source of Supply	\$ 218,290	\$ 392,500	\$ 436,000	\$ 10,930,000	\$ -	\$ -	\$ 11,976,790
Sanitary Sewer Lines	\$ 363,000	\$ 104,500	\$ 50,200	\$ 905,000	\$ -	\$ -	\$ 1,422,700
Punkin Water Bond Series	\$ -	\$ -	\$ 40,000	\$ 145,000	\$ -	\$ -	\$ 185,000
Totals	\$ 2,670,240	\$ 1,731,500	\$ 2,201,200	\$ 15,506,508	\$ 3,267,145	\$ 1,000,000	\$ 26,376,593

2024-2025 Budget
Other Funds

2024-2025 Budgeted Figures
as of October 1, 2024

Fund Name	Revenue	Personnel Services	Supplies	Other Svcs.	Capital Outlay	Debt Service	Transfers Out	Expenses Total
003 \$9M Bonds-Series 2023 proceeds	\$ -	\$ -	\$ -	\$ -	\$ 6,087,821	\$ -	\$ -	\$ 6,087,821
012 2022 GO Note	\$ -	\$ -	\$ -	\$ -	\$ 750,000	\$ -	\$ -	\$ 750,000
015 BMH-NMS Sale Proceeds/Comm. Health Funds	\$ 16,475	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000
100 MDJ Unit Fund	\$ 705,000	\$ 517,628	\$ 77,500	\$ 110,700	\$ 85,000	\$ -	\$ -	\$ 790,828
105 Fed. Seized Funds-US Marshalls	\$ 10,000	\$ -	\$ -	\$ 10,000	\$ 20,000	\$ -	\$ -	\$ 30,000
110 Metro Narcotics-Seized Funds	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000
210 2023 GO Bonds-\$9M	\$ 695,875	\$ -	\$ -	\$ -	\$ -	\$ 687,875	\$ -	\$ 687,875
240 2012 GO Bonds	\$ 483,110	\$ -	\$ -	\$ -	\$ -	\$ 439,781	\$ -	\$ 439,781
245 Oxf. Commons Spec. Assesm.-2014	\$ 130,898	\$ -	\$ -	\$ -	\$ -	\$ 130,898	\$ -	\$ 130,898
250 2015 GO Refi. 04 & 07	\$ 697,032	\$ -	\$ -	\$ -	\$ -	\$ 655,250	\$ -	\$ 655,250
255 2017A \$7.5M GO Bond	\$ 536,985	\$ -	\$ -	\$ -	\$ -	\$ 502,500	\$ -	\$ 502,500
260 2017B \$7.5M GO Bond	\$ 535,685	\$ -	\$ -	\$ -	\$ -	\$ 501,200	\$ -	\$ 501,200
265 2018A \$2.7M GO Bond	\$ 216,002	\$ -	\$ -	\$ -	\$ -	\$ 181,220	\$ -	\$ 181,220
270 2018B \$9.95M GO Bond	\$ 679,450	\$ -	\$ -	\$ -	\$ -	\$ 679,450	\$ -	\$ 679,450
275 2018C \$1.050M GO Bond	\$ 127,700	\$ -	\$ -	\$ -	\$ -	\$ 127,700	\$ -	\$ 127,700
276 TIF Escrow-The Lamar	\$ 28,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
277 TIF Escrow-Oxford Farms	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
278 TIF Escrow-Colonnade Crossing	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
280 2019 \$4M TIF Bonds	\$ 401,723	\$ -	\$ -	\$ -	\$ -	\$ 401,723	\$ -	\$ 401,723
285 2022 GO Refunding Bonds \$7.7M	\$ 206,895	\$ -	\$ -	\$ -	\$ -	\$ 206,895	\$ -	\$ 206,895
300 OPC-Activity Fund	\$ 726,000	\$ -	\$ 150,300	\$ 409,900	\$ -	\$ -	\$ 300,000	\$ 860,200
602 Cemetery Trust Funds	\$ 50,000	\$ -	\$ 10,000	\$ 5,000	\$ 6,500	\$ -	\$ 20,000	\$ 41,500
610 DARE Funds	\$ 25,000	\$ -	\$ -	\$ 26,000	\$ 25,000	\$ -	\$ -	\$ 51,000
611 Tourism Tax	\$ 884,000	\$ -	\$ -	\$ 884,000	\$ -	\$ -	\$ -	\$ 884,000
618 Homeland Security Grant Funds	\$ 73,000	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000
619 Trust & Agency-Misc.	\$ 1,040,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ 400,000
620 Forestry Grant Funds	\$ -	\$ -	\$ -	\$ 57,000	\$ -	\$ -	\$ -	\$ 57,000
622 Woodlawn Park Proj.	\$ 200,000	\$ -	\$ -	\$ -	\$ 240,802	\$ -	\$ -	\$ 240,802
623 Crime Prevention Funds	\$ 20,000	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000
625 Admin. Fee- Court Dept.	\$ 50,000	\$ -	\$ -	\$ 51,500	\$ 250,000	\$ -	\$ -	\$ 301,500
628 Tennis Sponsorships	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
631 Mounted Patrol	\$ 2,000	\$ -	\$ -	\$ 2,200	\$ -	\$ -	\$ -	\$ 2,200
632 OPD DUI Grant-405D funds	\$ 162,007	\$ -	\$ -	\$ 162,007	\$ -	\$ -	\$ -	\$ 162,007
634 Fire Prevention/Smoke Detector Fund	\$ 5,000	\$ -	\$ -	\$ 6,700	\$ -	\$ -	\$ -	\$ 6,700
635 OPD Traffic Services Grant 402 Funds	\$ 21,961	\$ 21,961	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,961
638 Development Svcs-Bonds Held	\$ 100,000	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000
639 Infrastructure/Maintenance-MIMA	\$ 2,822,808	\$ -	\$ 3,840,000	\$ 500,000	\$ 1,700,000	\$ -	\$ -	\$ 6,040,000
645 Univ. Ave.-Pegues Road Connector	\$ 6,000,000	\$ -	\$ -	\$ -	\$ 6,000,000	\$ -	\$ -	\$ 6,000,000
646 Oxford Square Park Project	\$ -	\$ -	\$ -	\$ 42,320	\$ -	\$ -	\$ -	\$ 42,320
647 Intersection Improvements Escrow	\$ 11,935,377	\$ -	\$ 1,500,000	\$ 426,024	\$ 14,746,890	\$ -	\$ 400,000	\$ 17,072,914
648 Capital Project-SB3049	\$ -	\$ -	\$ -	\$ 245,205	\$ -	\$ -	\$ -	\$ 245,205
653 O.U.T-Oxford Transit Grant Funds	\$ 5,871,950	\$ 3,181,450	\$ 1,124,000	\$ 675,500	\$ 891,000	\$ -	\$ -	\$ 5,871,950
661 ARC Capital Fund	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ 20,000

662	OPC Pool Renovation Fund	\$ -	\$ -	\$ -	\$ -	\$ 4,654,499	\$ -	\$ -	\$ 4,654,499
667	CLG Grant/Archives & History	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ 20,000	
670	Unemployment Comp	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ -	\$ 5,000	
675	North Lamar Park Project	\$ -	\$ -	\$ -	\$ 19,841	\$ -	\$ -	\$ 19,841	
678	Hwy 7 Utility Reloc. Projects	\$ -	\$ -	\$ -	\$ -	\$ 7,380,000	\$ -	\$ 7,380,000	
679	RSVP 5310 Grant-County Transit	\$ 35,154	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
681	Medical Reserve Corp. Funds	\$ -	\$ 7,072	\$ -	\$ -	\$ -	\$ -	\$ 7,072	
684	OPD Grant Funds	\$ 68,375	\$ -	\$ -	\$ -	\$ 68,375	\$ -	\$ 68,375	
689	\$30M Trust Proceeds Recvd.	\$ 1,066,895	\$ -	\$ -	\$ -	\$ -	\$ 1,853,000	\$ 1,853,000	
691	EMSOF Grant	\$ -	\$ -	\$ -	\$ -	\$ 34,479	\$ -	\$ 34,479	
693	HB2468	\$ 2,128,700	\$ -	\$ 2,128,700	\$ -	\$ -	\$ -	\$ 2,128,700	
694	Tree Escrow Fund	\$ 225,000	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ 75,000	
696	Historic Homes Fund	\$ 150,000	\$ -	\$ 102,500	\$ 47,500	\$ -	\$ -	\$ 150,000	
725	Holly Jolly Holidays	\$ 725,000	\$ 44,060	\$ 83,000	\$ 137,000	\$ 350,000	\$ -	\$ 614,060	
726	Conference Center	\$ 2,384,765	\$ 556,244	\$ 429,100	\$ 609,100	\$ 1,504,200	\$ -	\$ 3,098,644	
727	2% Food & Beverage Funds	\$ 5,015,585	\$ -	\$ 135,000	\$ 4,146,157	\$ 2,145,000	\$ 165,000	\$ 6,591,157	
729	Parking Division Revenue	\$ 1,340,445	\$ -	\$ 78,750	\$ 141,650	\$ 356,000	\$ 1,249,093	\$ 1,825,493	
TOTALS		\$ 48,804,852.00	\$ 4,321,343.00	\$ 9,665,922.00	\$ 8,930,304.00	\$ 41,277,745.00	\$ 4,514,492.00	\$ 4,462,093.00	\$ 73,171,899.00



**City of Oxford
Board of Aldermen
Regular Meeting-BOA
September 17, 2024, 5:00 pm - 7:00 pm
City Hall Courtroom**

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MINUTES

City of Oxford
Board of Aldermen
Regular Meeting-BOA
Tuesday, September 17, 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, September 17, 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

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 Hyneman, seconded by Alderman Bailey to adopt the agenda for the meeting with the deletion of item 32 and the addition of items 8,10, and 16. 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 September 3, 2024 and the Recess Meeting on September 12, 2024. (Ashley Atkinson)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Crowe to approve the minutes of the Regular Meeting on September 3, 2024 and the Recess Meeting on September 12, 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 133175-133366 and ACHs 96-152, Trust & Agency claims numbered 51360-51461 and ACHs 83-90, Water & Sewer claims numbered 39413-39449 and ACHs 200-202, Metro

Narcotics claims numbered 9103-9116 and ACHs 40-41, OPC Activity claims numbered 3628-3652, and a Bond & Interest claim numbered 7012, and totaling \$2,712,776.61. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6. Consider the consent agenda:

It was moved by Alderman Crowe, seconded by Alderman Bailey 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 2009 Jacobsen Cushman with VIN 840570001797 surplus in the mTrade Park Department and authorize its disposal. (Brad Freeman)
- ii. Request permission to declare a broken Turnart Wheel Lock (boot), a list of computer monitors, and a Savin MP C5503 Copier with SN C84077101 surplus in the Oxford Police Department and authorize their disposal. (Jeff McCutchen)

b. Grants:

c. Human Resources:

- i. Request permission to accept the resignation of Jesse Arnold in the Oxford Fire Department, effective September 23, 2024. (Braxton Tullos)
- ii. Request permission to hire Kyle Baynard as a Firefighter with an annual salary of \$50,891.05 and to hire James Lee as a Firefighter with an annual salary of \$47,616.30 in the Oxford Fire Department. (Braxton Tullos)
- iii. Request permission to accept the resignation of Darnell Briggs in the Oxford ARC Department, effective September 12, 2024. (Braxton Tullos)
- iv. Request permission to hire Gabrielle Isbell as a Full-Time Animal Care Technician in the Oxford ARC department, with an annual salary of \$35,568.00. (Braxton Tullos)
- v. Request permission to hire Tomatque Shaw as a Seasonal employee in the Environmental Services Department, with an hourly rate of \$15.00. (Braxton Tullos)
- vi. Request permission to hire Chloe Harrington as a Seasonal employee in the mTrade Park Department with an hourly rate of \$9.25. (Braxton Tullos)
- vii. Request permission to hire Grant Johnson and Tyler Zane Aisnworth as Part-Time Facility Workers at the Oxford Conference Center, each with an hourly rate of \$12.00. (Braxton Tullos)
- viii. Request permission to accept the resignation of Ashley Davis in the Environmental Services Department, effective October 2, 2024. (Braxton Tullos)
- ix. 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 the donation of a 16" battery powered chainsaw from Home Depot for the Oxford Fire Department. (Joey Gardner)
- iii. Request permission to accept donations on behalf of the Oxford ARC. (Kelli Briscoe)

e. Travel Requests:

- i. Request permission for two employees to attend the Delta Strong: End Trafficking Together Conference in Cleveland, MS on October 10-11, 2024 at no cost to the City. (Nickie Denley)
- ii. Request permission for two employees to attend the Winter Clerk's Conference in Flowood, MS, on December 11-13, 2024, at an estimated cost of \$2,000.00. (Ashley Atkinson)
- iii. Request permission for two employees to attend the First Responders Peer Support Chaplain training in Jonesboro, AR on October 4, 2024 at an estimated cost of \$400.00. (Joey Gardner)
- iv. Request permission for an employee to attend the FBI-LEEDA Command Leadership Institute in Largo, FL on November 11-15, 2024 at an estimated cost of \$1,796.16. (Jeff McCutchen)
- v. Request permission for three employees to attend the Delta Strong, Human Trafficking Conference in Cleveland, MS on October 10-11, 2024 at an estimated cost of \$831.00. (Jeff McCutchen)
- vi. Request permission for an employee to attend the TECC Class in Pearl, MS on October 14-15, 2024 at an estimated cost of \$200.00. (Joey Gardner)
- vii. Request permission for an employee to attend the MCDEMA Mid-Winter Conference in Biloxi, MS on November 18-20, 2024 at an estimated cost of \$625.00. (Hollis Green)

- viii. Request permission for two employees to attend the MS Solid Waste Association of North America 2024 Fall Conference in Natchez, MS on October 13-17, 2024 at an estimated cost of \$472.00. (Amberlyn Liles)
 - ix. Request permission for Environmental Services employees to attend the Keep Mississippi Beautiful Conference in Ocean Springs, MS on November 3-5, 2024 at an estimated cost of \$531.00. (Amberlyn Liles)
 - x. Request permission for Environmental Services employees to attend the 2024 Solid Waste Association of North America Wastecon in Dallas, TX on October 20-24, 2024 at an estimated cost of \$590.00. (Amberlyn Liles)
7. Request permission to accept the quote from RLI for the General Liability Insurance for the Oxford-University Transit System. (Donna Zampella)
- It was moved by Alderman Addy, seconded by Alderman Bailey to accept the quote from RLI for the General Liability Insurance for the Oxford-University Transit System. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
8. Request permission to approve a budget amendment for the purchase of new buses for the Oxford-University Transit System. (Donna Zampella)
- It was moved by Alderman Addy, seconded by Alderman Crowe to approve a FY2025 budget amendment, in the amount of \$360,000.00, for the purchase of new buses for the Oxford-University Transit System. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
9. Discuss the TVA Wholesale Rate Adjustment. (Rob Neely)
- Oxford Utilities Superintendent, Rob Neely, briefed the Board on the upcoming TVA wholesale rate adjustment. It is a pass through increase and does not include an increase on the local level. He estimates that the average customer might see a \$40.00 per year increase in their bill. No action was taken on this matter.
10. Request permission to approve a lease agreement renewal for a new postage meter in the City Clerk's Office. (Ashley Atkinson)
- It was moved by Alderman Addy, seconded by Alderman Howell-Atkinson to approve a lease agreement renewal for a new postage meter in the City Clerk's Office. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
11. Request permission to approve the reverse auction bids received and authorize the purchase of a Front-End Loader Refuse Truck for the Environmental Services Department. (Amberlyn Liles)
- It was moved by Alderman Addy, seconded by Alderman Taylor to approve the reverse auction bids received and authorize the purchase of a Front-End Loader Refuse Truck from Sansom Equipment Company, in the amount of \$405,000.00, for the Environmental Services Department. This is budgeted in FY 2024-2025. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
12. Request permission to accept the reverse auction bids received and authorize the purchase of debris vacuum body for the Environmental Services Department. (Amberlyn Liles)
- It was moved by Alderman Bailey, seconded by Alderman Hyneman to accept the reverse auction bids received and authorize the purchase of a debris vacuum body from PAC-MAC/Hol-Mac Equipment Company, in the amount of \$137,088.00, for the Environmental Services Department. This is budgeted in the FY2024-2025 budget. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
13. Second reading and Public Hearing for an Ordinance amending Chapter 87, Article III, Junk Vehicles and Appliances. (Jeff McCutchen)
- After calling for public comment and receiving none, it was moved by Alderman Hyneman, seconded by Alderman Huelse to approve the proposed Ordinance amending Chapter 87, Article III, Junk Vehicles and Appliances. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
14. Request permission to approve a Parade/Assembly Permit for Upstream Life Insurance Company to host a mobile blood drive on December 3, 2024 from 9:00am-3:00pm. (Jeff McCutchen)
- It was moved by Alderman Addy, seconded by Alderman Taylor to approve a Parade/Assembly Permit for Upstream Life Insurance Company to host a mobile blood drive on December 3, 2024 from 9:00am-3:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
15. Request permission to approve a Parade/Assembly Permit for Oxford High School Student Council to host their annual Homecoming Parade on October 22, 2024 from 6:00pm-8:00pm. (Jeff McCutchen)
- It was moved by Alderman Addy, seconded by Alderman Bailey to approve a Parade/Assembly Permit for Oxford High School Student Council to host their annual Homecoming Parade on October 22, 2024 from 6:00pm-8:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
16. Request permission to accept the FY2025 405D Alcohol and Impaired Driving (Training) Grant in the amount of \$628,440.75 and adopt budget for same. (Jeff McCutchen)

It was moved by Alderman Hyneman, seconded by Alderman Huelse to accept the FY2025 405D Alcohol and Impaired Driving (Training) Grant in the amount of \$628,440.75. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

17. First reading of a proposed Ordinance to amend the Zoning Map for Case #3131, JWM Development, LLC (JW McCurdy), to rezone +/- 26.06 acres from Traditional Neighborhood Business (TNB) and Neighborhood Residential (NR) to Suburban Multi-Family (SMF), and +/- .07 acres from Neighborhood Residential (NR) to Suburban Residential (SR) for property located on Old Taylor Road, being further identified as PPINs 14967 & 34530. (Ben Requet)

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

18. Request approval of a Final Plat for Case #3124, for LT2, LLC, for "The Grove at Grand Oaks, Phase 8, Parts II & III", for property located at 1200 Crowson Drive, being further identified as PPIN 26136. (Ben Requet)

It was moved by Alderman Huelse, seconded by Alderman Hyneman to approve a Final Plat for Case #3124, for LT2, LLC, for "The Grove at Grand Oaks, Phase 8, Parts II & III", for property located at 1200 Crowson Drive, being further identified as PPIN 26136. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

19. Consider a request from JP Corp General Contractors for the final acceptance of the Oxford Conference Center terrace project. (Mark Levy)

It was moved by Alderman Huelse, seconded by Alderman Crowe to approve a request from JP Corp General Contractors for the final acceptance of the Oxford Conference Center Terrace Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

20. Consider a Resolution to accept the transfer of Punkin Water Association to Oxford Utilities, and authorize the Mayor to execute the closing documents. (Mark Levy)

It was moved by Alderman Addy, seconded by Alderman Huelse to approve a Resolution accepting the transfer of Punkin Water Association to Oxford Utilities, and authorize the Mayor to execute the closing documents. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

21. Consider quotes for the construction of a privacy fence at the Oxford Memorial Cemetery. (Mark Levy)

It was moved by Alderman Hyneman, seconded by Alderman Addy to accept the quote from Top Rail Fence, in the amount of \$32,280.50, for the placement of a fence along the recent project area from the underground pipe on the East side of the project area to the west property line and placed as close to the existing chain link fence as possible on the South side of the ditch along the cemetery border. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

22. Consider a Resolution declaring certain Municipal Property surplus and authorize a contract for the sale of same. (Mark Levy)

Alderman Addy recused himself and left the meeting at this time.

It was moved by Alderman Hyneman, seconded by Alderman Bailey to approve a Resolution declaring certain Municipal Property, known as an unopened section of South 13th Street, surplus and authorize a contract for the sale of same. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

23. Request permission to approve an easement to NEMEPA for the installation of a primary electrical distribution line at the landfill. (Mark Levy)

Alderman Addy returned to the meeting.

It was moved by Alderman Bailey, seconded by Alderman Huelse to approve an easement to NEMEPA for the installation of a primary electrical distribution line at the landfill. This is for a new line to the tractor shed. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

24. Consider a proposal from Demolition Specialist for a hazardous material inspection at the current Oxford Police Department building. (Mark Levy)

It was moved by Alderman Addy, seconded by Alderman Crowe to accept a proposal from Demolition Specialist for a hazardous material inspection at the current Oxford Police Department building. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

25. Consider a proposal from Corbett, Legge, and Associates (CLA) for a mechanical, plumbing, and electrical system report at the current Oxford Police Department building. (Mark Levy)

It was moved by Alderman Addy, seconded by Alderman Huelse to approve a proposal from Corbett, Legge, and Associates (CLA) for a mechanical, plumbing, and electrical system report at the current Oxford Police Department building. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

26. Consider Change Order #1 & Final for the Punkin Water Distribution Improvements Project. (John Crawley)

It was moved by Alderman Addy, seconded by Alderman Huelse to approve a Change Order #1 & Final, in the amount of \$17,086.20, for the Punkin Water Distribution Improvements Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

27. Request approval of an Engineering Services Agreement with Elliott & Britt Engineering, PA related to intersection improvements for a proposed roundabout at North Lamar Blvd. and Molly Barr Road. (John Crawley)

It was moved by Alderman Bailey, seconded by Alderman Huelse to approve an Engineering Services Agreement with Elliott & Britt Engineering, PA related to intersection improvements for a proposed roundabout at North Lamar Blvd. and Molly Barr Road. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

28. Request approval of an Engineering Services Agreement with Elliott & Britt Engineering, PA for pedestrian signal improvements at the intersection of Bramlett Blvd. and University Avenue. (John Crawley)

It was moved by Alderman Addy, seconded by Alderman Crowe to approve an Engineering Services Agreement with Elliott & Britt Engineering, PA for pedestrian signal improvements at the intersection of Bramlett Blvd. and University Avenue. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

29. Consider a request from LT2, LLC to accept the infrastructure in Grand Oaks, Phase VIII, Parts II & III. (John Crawley)

It was move by Alderman Bailey, seconded by Alderman Huelse to approve a request from LT2, LLC to accept the infrastructure in Grand Oaks, Phase VIII, Parts II & III. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

30. Request approval of an Engineering Services Agreement with Williams Engineering Consultants, Inc. as related to the North Lamar Corridor Improvements Project from Price Street to Molly Barr Road. (John Crawley)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Huelse to approve an Engineering Services Agreement with Williams Engineering Consultants, Inc. as related to the North Lamar Corridor Improvements Project from Price Street to Molly Barr Road. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

31. Consider a request from Oxford Commons III, LLC to accept the infrastructure in The Heights at Oxford Commons, Phases 10, 11, & 12. (John Crawley)

It was moved by Alderman Addy, seconded by Alderman Huelse to approve a request from Oxford Commons III, LLC to accept the infrastructure in The Heights at Oxford Commons, Phases 10, 11, & 12. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

32. Consider a request from Oxford Commons IV, LLC to accept the infrastructure in The Oaks at Oxford Commons, Phases 1, 2, 3, 7, 8, 9, 11, 12, 18, 19, & 27. (John Crawley)

This item was removed from the agenda.

33. Consider an executive session.

It was moved by Alderman Bailey, seconded by Alderman Crowe to consider an executive session for personnel issues and a matter related to property ownership. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Hyneman to enter into an executive session for personnel issues in the Oxford Police Department and the General Government Department and a matter related to property ownership on South Lamar Blvd. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Addy, seconded by Alderman Huelse to follow the recommendation of the department head and HR Director and suspend Oxford Police Department employee, Dylan Hudson, for 40 hours, for violation of City Policy. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

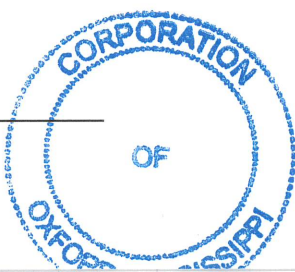
34. Adjourn.

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



Robyn Tannehill, Mayor


Ashley Atkinson, City Clerk





THE CITY OF
OXFORD

SURPLUS FORM

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

Date of Request: 9/11/2024

Department that owns Fixed Asset: mTrade Park

Fixed Asset Tag Number (If item is not tagged, please put N/A): 01230

Physical Location of Asset: mTrade Park

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

Jacobsen \ Cushman \ 2009

Make Model Year
840570001797 \ Orange

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: Clay Brownlee

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

Date of Request: 9/10/24

Department that owns Fixed Asset: OPP- PACE UNIT

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

Physical Location of Asset: Parking garage office

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

Make	Model	Year
VIN / Serial Number		Color

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

Description of Tool (including brand): _____

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

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

one (1) Broken "Boat" parking wheel lock.
(Turnart wheel lock - yellow in color)

Name of Person Submitting Surplus Request: LT David Edwin

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

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



THE CITY OF
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SURPLUS FORM

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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: 9/17/24

Department that owns Fixed Asset: Oxford Police Department

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

Physical Location of Asset: Oxford Police Department

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

SAVIN \ MP C5503 \

	Make	Model	Year
<u>C84077101</u>			

VIN / Serial Number	Color
---------------------	-------

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

Description of Tool (including brand): printer/scanner

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: Kayla Martin

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: 9/17/24

Department that owns Fixed Asset: Oxford Police Department

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

Physical Location of Asset: Oxford Police Department

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

Make	Model	Year
VIN / Serial Number		Color

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

Description of Tool (including brand): computers/monitors

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

For all other assets, please provide a complete description of the asset to be surplusd:
attached is a spreadsheet of items. Dell monitors/computers

Name of Person Submitting Surplus Request: Kayla Martin

Date Approved by BOA: _____

Brand	Model	Serial Number
Dell	LCD Monitor	CN-OKW14V-74261-595-1FCL
Dell	Flat Panel Monitor	CN-OGFXN4-74445-293-315M
Dell	Flat Panel Monitor	CN-04RDG9-TV200-786-OQDT-A00
Dell	LCD Monitor	CN-OKW14V-74261-595-1F1L
Dell	Flat Panel Monitor	CN-OGFXN4-74445-291-AVBL
Dell	LCD Monitor	CN-0FP04F-72872-427-F345
Dell	PC	7J0KN23
Dell	PC	6TWNN23
Dell	PC	6TWLN23

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

08/29/2024 - 09/11/2024

TO BE APPROVED: 9/17/2024

ACCOUNT NUMBER	CUSTOMER NAME	ADDRESS	WATER ADJUSTMENT	SEWER ADJUSTMENT	ADJUSTMENT TYPE
004560-046859	MADISON OWENS	102 FARM VIEW DRIVE UNIT 206	-\$88.04	-\$117.06	INSIDE
202837-002421	JOHN HAYNES	1100 AUGUSTA DRIVE UNIT 204	-\$42.25	-\$56.17	INSIDE
205658-044986	MILLS UTILITY CONSTRUCTION	1205 OFFICE PARK DRIVE	-\$66.48	\$82.60	INSIDE
001554-023513	MICAH MISITA	131 FRANKLIN STREET	-\$82.79	-\$92.99	INSIDE
201216-029502	RAY BROTHERS	1444 S LAMAR BLVD	-\$22.42	-\$27.85	INSIDE
209780-024541	DEBBIE FERGUSON	209 SWEET BAY DRIVE	-\$108.99	-\$144.90	INSIDE
200659-026602	GENTRY COLLIER	2100 OLD TAYLOR ROAD APT. 134	-\$36.92	-\$46.09	INSIDE
000744-045501	BROOKE ALLEN	2950 S LAMAR BLVD APT. 35	-\$157.62	-\$209.57	INSIDE
225316-036084	KATEVIYAH STRONG	700 BRITTANY DRIVE APT. D	-\$18.51	-\$20.79	INSIDE
203357-023869	WILLIAM FLANAGAN	714 SOUTHPOINTE COMMONS LOOP	-\$101.53	-\$134.99	INSIDE
204040-104029	LC MANNING	721 MARTIN L KING JR CIRCLE	-\$60.00	-\$79.77	INSIDE
007749-006582	WALKER & WALKER ENT LLC	330 COTTAGE VIEW - LANDSCAPE	-\$1,133.86	X	LANDSCAPE
201362-101414	DARRAL JORDAN	206 HALEY STREET	-\$36.92	-\$98.18	OUTSIDE
204685-104602	UNCLE LUMPY'S INC	721 N LAMAR BLVD	-\$163.34	-\$405.92	OUTSIDE
002929-032768	NIKKI BARNHILL	102 PINEHURST COVE	X	-\$150.57	POOL
203327-013949	JENNIFER ROANE	228 FOREST GLEN DRIVE	X	-\$45.78	POOL
202900-102869	MAC MCGEE	1627 GRAND OAKS BLVD	X	-\$881.70	SW ONLY
208141-037953	TONYA KNIGHT	1 COUNTY ROAD 460	-\$80.84	X	WT ONLY
TOTAL:			-\$2,200.51	-\$2,429.73	



MEMORANDUM

To: Board of Aldermen
From: Kelli Briscoe
CC:
Date: Sept. 17, 2024
Re: Authorize the approval of donations

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

Abraham, William & Rochelle- \$25.00
Cannon, Cheryl- \$300.00
Hollywood Feed- \$26.24
The Blackbaud Giving Fund- \$110.00
Anonymous cash-\$206.00

I recommend approval



MICHAEL WATTS
MUNICIPAL COURT JUDGE

NICKIE DENLEY
MUNICIPAL COURT CLERK

To: Mayor and Board of Aldermen

From: Nickie Denley

Date: September 5, 2024

IN RE: Travel Request

Dear Mayor and Board of Aldermen,

I write to you to request permission for myself and one deputy clerk to attend the *Delta Strong: End Trafficking Together Conference* in Cleveland, Mississippi on October 10-11, 2024. This is a free event.

Thank you for your consideration,

Nickie Denley



DECEMBER

11-13

2024

WINTER CLERK CONFERENCE

FLOWOOD, MS

ELECTIONS MATTER

Shaping Communities, Strengthening Democracy

December 11-13, 2024

Coordinated by

Mississippi State University Extension Center for Government and Community Development

Mississippi Institute of Municipal Clerks



MISSISSIPPI STATE
UNIVERSITY™

EXTENSION

Sheraton Flowood The Refuge Hotel & Conference Center

2200 Refuge Blvd,
Flowood, MS 39232

2024 Mississippi Municipal Clerks & Collectors Association

Winter Conference

TENTATIVE AGENDA

The Conference will be held at the Sheraton Flowood The Refuge Hotel & Conference Center in Flowood, MS. The date and location for this event are as follows:

Date: December 11-13, 2024

Location: The Refuge Hotel & Conference Center Sheraton Flowood
2200 Refuge Blvd, Flowood, MS 39232

Host Hotel: Sheraton Flowood (Hotel Reservation ends November 21)
Rate: \$174
The Group Code & Booking link will only be released once you register for the conference. The block will sell out. Once the block sells out, other nearby hotels will be announced.



TENTATIVE SCHEDULE

[REGISTER NOW](#)

Wednesday | December 11

11:00-5:00 Vendor Setup
11:00-2:00 MMCCA Executive Committee Meeting
2:00-3:00 Committee Meetings
2:30 - 5:00 Registration Opens
3:00-5:00 New Clerk Meet & Greet
5:00 - 6:30 Welcome Reception

Thursday | December 12

7:00 - 8:00 Registration & Breakfast
8:00 - 8:15 Welcome & Announcements
8:15- 11:30 Education Sessions-Election Training
11:30 - 1:00 Lunch
1:00 - 5:00 Education Sessions-Election Training
5:00 Dinner on Your Own
7:30 Social Event TBA

Friday | December 13

7:00-8:00 Breakfast
8:00 - 11:00 Education Sessions
11:00 - 12:00 MMCCA Business Meeting

Registration Fee:
Conference \$250

****5 IIMC CMC or MMC Points ****
Subject to IIMC Approval, Requires Full Participation



TRANSPORTATION

A division of RLI Insurance Company

We will be emailing all policy documents to the following email address: crosa@evansagency.net
Please let us know immediately if this is not the correct address.

September 10, 2024

Cheryl Rosa
The Evans Agency/INSURICA

Re : Oxford Transit Management, Inc.

We are pleased to provide the following proposal on the above captioned, to be effective
**This proposal expires on the above effective date without an extension approved by an RLI underwriter.*

October 1, 2024

Insurer : RLI Insurance Company (A.M. Best Rating A+)

Exposures:

Estimated # Transit Buses:	34
Estimated # Transit Vans:	17
Estimated # PPT / Service Units:	2

Business Auto Liability - Covered Autos Symbol 7 \$5,000,000 CSL Limit of Liability

Uninsured/ Underinsured Coverage BI Not offered, as it has been rejected in the past. Please advise if you would like a quote.

** All UM/UIM limits are non-stacked unless otherwise required by state law.*

Liability Deductible does not apply to PIP, MedPay or UM/UIM.

All Liability Coverages subject to a \$0 Deductible Per Occurrence

Premium Breakdown:	<u>Liability</u>	<u>UM/UIM</u>	=	<u>Total</u>
Rate per Transit Bus:	\$8,176	Rejected	=	\$8,176
Rate per Transit Van:	\$5,723	Rejected	=	\$5,723
Rate per PPT / Service Unit:	\$3,204	Rejected	=	\$3,204

Hired Auto Coverage:	Symbol	8	Premium:	\$2,500
Non-Owned Auto Coverage:	Symbol	9	Premium:	\$504

Total Estimated Auto Liability Premium: \$384,687

**Commercial Auto Physical Damage - Covered Autos Symbol 7
\$1,000,000 Catastrophe Limit**

Transit \$1,000 Ded. per covered auto Specified Perils & Collision

Total values:	\$6,557,073	Spec. Perils	Collision	Combined
Physical damage rate:		0.0084	0.0165	0.0249
Estimated Annual Physical Damage Premium:		\$55,079	\$108,192	\$163,271

PPT / Service Unit \$500 Ded. per covered auto Specified Perils & Collision

Total values:	\$7,100	Spec. Perils	Collision	Combined
Physical damage rate:		0.0290	0.0579	0.0869
Estimated Annual Physical Damage Premium:		\$206	\$411	\$617

Total Estimated Annual Physical Damage Premium:

\$163,888

General Liability Coverages subject to a \$0 Deductible Per Occurrence

\$5,000,000	Each Occurrence Limit
\$5,000,000	General Aggregate Limit
\$5,000,000	Personal & Advertising Injury Limit
Excluded	Products/Completed Operations Limit
\$100,000	Fire Damage Limit
\$5,000	Medical Expense Limit

Estimated Annual GL Premium: **\$1,879**

Coverage for certified acts of terrorism is included for a premium of \$0.

Please see attached Form RIL 2133C (01/15) Policyholder Disclosure Notice of Terrorism Insurance Coverage.

Exclusions:

Absolute Pollution, Asbestos, Nuclear Energy, Employee Benefits Liability, Employment-Related Practices, Products/Completed Operations, Abuse & Molestation.

ESTIMATED TOTAL PROPOSED PREMIUM:

\$550,454

**** Notice: All RLI policies contain an exclusion of Punitive Damages where permitted by law.**

Payment Terms:

Monthly Installments:

** All state mandated fees and assessments must be paid in full at policy inception*

The installment plan selected for this proposal is:

Paid In Full

Down Payment + Fees \$ 550,454.00

Pricing includes 5% Data Share Discount

**DIRECT BILLED
P1**

If the installment option is selected, it is the insured's responsibility to notify RLI within thirty (30) days of ALL new equipment additions. Any equipment not reported could result in denial of a claim for any physical damage loss on that equipment.

*** IMPORTANT *** RLI offers its installment plans as a convenience for its customers and expects payments to be received on a timely basis. RLI will issue a Notice of Non Payment of Premium in accordance with applicable state laws if premium is not received by the installment date. Upon the issuance of the third non payment cancellation notice in the same policy period the Installment Option shall be withdrawn and any remaining premium balance must be paid in full in order to reinstate coverage. Only one NSF check per policy is permitted. All payments due after an NSF check will be made by cashier's check or wire transfer.

Premium Paid in Full:

Premium due in full prior to binding coverage

Premium Financed:

Down payment = 20% of estimated annual premium due prior to binding coverage. Balance of premium due within twelve (12) days of inception.

Please Note - Cancel requests & Reinstatement notices from the finance company must be sent to our Atlanta address: **3565 Piedmont Road NE, Building 1, Suite 300, Atlanta, GA 30305** in order to avoid delays in processing.

*** Down payment checks must be made payable to RLI Transportation. Checks made payable to agency are not acceptable.**

We have included a "One Time Payment Authorization - Authorization Agreement for Pre-Authorized Payments (Debits)" on the last page of this proposal. The purpose of this form is essentially to pay by faxed check, thus avoiding having to rush the original check to us in order to have filings processed. You simply complete this form and fax it back to us with the written request to bind, and the down payment/escrow and cash collateral check made payable to RLI. With receipt of the completed "One Time Payment Authorization - Authorization Agreement for Pre-Authorized Payments (Debits)", a faxed copy of the check, and bind orders, we can issue policy numbers and filings immediately.

**** All payments, including the down payment must be remitted to the appropriate address below:**

Regular Mail : RLI Insurance Wholesale Dept. 3300
PO Box 779018
Chicago, IL 60677-9018

Overnight : PNC Bank c/o RLI Insurance Wholesale Dept. 3300
Lockbox #779018
350 E. Devon Ave
Itasca, IL 60143-1249

Quote Conditions

- Down payment must be received prior to binding.**
- Subject to receipt of **signed RLI application(s)** consistent with options bound.
- Subject to receipt of **signed, original UM / UIM / PIP selection/rejection forms** consistent with options bound.
- Please provide a valid MVR for Robert Drake.

Please review this proposal carefully. Our proposal may not conform to all requested specifications. Only the coverages, limits, and terms and conditions articulated above are included in our proposal.

This proposal is valid only until the policy effective date noted above. Should you have any questions, please contact me at my office to discuss. Thank you for this opportunity to be of service. Good luck with your presentation.

Sincerely,

Mikaela Monteith
Underwriter
RLI Transportation
440-746-0999 x1805
Mikaela.Monteith@rlicorp.com

DIFFERENT WORKS

Policy Number:

RLI Insurance Company

MISSISSIPPI UNINSURED MOTORISTS COVERAGE SELECTION/REJECTION

Applicant/Named Insured: Oxford Transit Management, Inc.
DBA Name:

Mississippi law permits you to make certain decisions regarding Uninsured Motorists Coverage. This document describes this coverage and the options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured Motorists Coverage and your options with respect to this coverage.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations page(s) and/or Schedule(s) for complete information on the coverages you are provided.

The following language is derived from Mississippi Insurance Department Bulletin 2014-4, issued May 15, 2014:

Miss. Code Ann. § 83-11-101 provides that no automobile liability insurance policy shall be issued unless it contains provisions undertaking to pay the insured all sums which the insured shall become legally entitled to recover as damages for (1) bodily injury or death and (2) property damage from the owner or operator of an uninsured motor vehicle, within limits which shall be no less than those set forth in the Mississippi Motor Vehicle Safety Responsibility Law, as amended, under provisions approved by the Commissioner of Insurance.

The Code also provides that the insured named in the policy is permitted to reject such coverage in writing, either in its entirety or partially, that is, the damage for bodily injury or death and the property damage coverage may be rejected or the property damage coverage only may be rejected. The law does not allow you to reject the damage for bodily injury or death and elect only the property damage coverage.

Uninsured Motorist ("UM") insurance is recoverable by you under your own policy should the owner or operator of an uninsured or underinsured vehicle be found to be legally at fault for injuries or damages sustained by you. Your rejection of UM insurance would mean that you would not be covered by your insurance company for damages sustained by you from an owner or operator of an uninsured or underinsured vehicle. The selection or rejection of this coverage in whole or in part should be made by you after knowingly and intelligently considering the matter.

The rejection/selection indicated below shall apply to this policy and all future renewals of such policy. The rejection or selection indicated below shall also apply to all future policies issued to you by the Company because of a change of vehicle or coverage, or because of an Interruption of Coverage, until you notify the Company in writing that you are electing to add UM coverage to your policy. It is your responsibility to notify your Company if it is your intention to change the coverage requirements.

Unless Uninsured Motorists Coverage is rejected, Uninsured Motorists Coverage will be afforded at limits at least equal to: (1) split limits of \$25,000 for each person, subject to \$50,000 for each accident with respect to bodily injury, and \$25,000 for each accident with respect to property damage; or (2) a single limit of \$75,000 for each accident.

Please indicate one choice from either **A.**, **B.**, or **C.** by initialing next to the appropriate item(s) **and signing** below.

A. Selection Of Bodily Injury And Property Damage Uninsured Motorists Coverage

(Initials) _____

I select **Bodily Injury and Property Damage Uninsured Motorists Coverage** at the following limit(s). (Unless otherwise provided by law, the limit(s) selected cannot exceed the Liability Coverage limit(s) of your policy.)

(Choose one **Split Limits Bodily Injury** option **AND** one **Property Damage** limit option, **OR** one **Combined Single Limit** option from the following:)

(Initials)	Split Limits Bodily Injury	(Initials)	Property Damage
	\$ 25,000/50,000		\$ 25,000
	50,000/100,000		50,000
	100,000/200,000		100,000
	100,000/300,000		200,000
	250,000/500,000		300,000
	300,000/300,000		500,000
	500,000/500,000		1,000,000
	500,000/1,000,000		
	1,000,000/1,000,000		
_____	\$ _____ (Other)	_____	\$ _____ (Other)

OR

(Initials)	Combined Single Limit
	\$ 75,000
	100,000
	200,000
	250,000
	300,000
	350,000
	500,000
	1,000,000
_____	\$ _____ (Other)

B. Rejection Of Property Damage Uninsured Motorists Coverage And Selection Of Bodily Injury Uninsured Motorists Coverage Only

(Initials) _____	<p>I reject Property Damage Uninsured Motorists Coverage and select ONLY Bodily Injury Uninsured Motorists Coverage at the following limit(s). (Unless otherwise provided by law, the limit(s) selected cannot exceed the Liability Coverage limit(s) of your policy.)</p> <p>(Choose one Split Limits Bodily Injury option, OR one Combined Single Limit option from the following:)</p>																																																	
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C. Rejection Of Bodily Injury And Property Damage Uninsured Motorists Coverage

<p>Initial (Initials) <i>DE</i></p>	<p>I reject Bodily Injury and Property Damage Uninsured Motorists Coverage.</p>
---	---

Oxford
Transit

Signed by:
Donna Zampella
EF453220D30F442

9/11/2024

Applicant's/Named Insured's Signature

Date

2. Announce TVA Wholesale Rate Adjustment. (Rob Neely)

At its most recent board meeting on August 22, 2024, the TVA Board approved a wholesale base rate increase of 5.25% for FY2025, which will go into effect on October 1, 2024. According to a news release by TVA, the purpose of the increase is to ensure the region has the energy it needs to meet growing demand and economic development.

The wholesale rate increase will be passed through to Oxford Utilities retail customers at 3.22%. The effect of this increase on the average residential customer of Oxford Utilities will be approximately \$3.36/month or \$40.27/year, based on a usage of 911 kWh. Customers who use more than the average amount will see a higher increase. I've included a rate analysis that shows this comparison, with assumptions for TVA's monthly Fuel Cost Adjustment.

TVA offered the following justification to support the rate increase: capital purchase power agreements, investments in power operations reliability, increasing interest expense associated with capital investments of generating assets, increased PILOT payments to states, etc. Basically, TVA is working to increase generating capacity at a time when demand on the electric system is quickly increasing.

Oxford

With Fuel Cost Assumed after line losses

Retail Rate Impact Analysis for Residential Class

Average Monthly kWh	Current						Annual Total Bill	Proposed						Annual Total Bill	\$ Increase of Current	% Increase of Current
	Customer Charge	Energy Bill (4 months each season)				12 Mth Total		Customer Charge	Energy Bill (4 months each season)				12 Mth Total			
		Summer	Winter	Transition	12 Mth Total				Summer	Winter	Transition	12 Mth Total				
500	17.52	49.05	47.29	46.27	570	781	17.52	50.97	49.12	48.05	593	803	22.10	2.83%		
911	17.52	89.36	86.15	84.30	1,039	1,250	17.52	92.86	89.49	87.54	1,080	1,290	40.27	3.22%		
3,000	17.52	293.49	282.93	276.84	3,413	3,623	17.52	305.01	293.91	287.49	3,546	3,756	132.60	3.66%		

Current		
Summer	Winter	Transition
17.52	17.52	17.52
0.09809	0.09457	0.09254
0.09731	0.09379	0.09176

Base Customer Chg
 Energy (kwh)- first 2,000 kWh
 Energy (kwh)- above 2,000 kWh

Proposed		
Summer	Winter	Transition
17.52	17.52	17.52
0.10193	0.09823	0.09609
0.10115	0.09745	0.09531

Base Customer Chg
 Energy (kwh)- first 2,000 kWh
 Energy (kwh)- above 2,000 kWh



OXFORD
ENVIRONMENTAL
SERVICES

MEMORANDUM

To: Board of Alderman

From: Amberlyn Liles

CC: Mayor, Board of Alderman and City Clerk

Date: 9.13.2024

Re: Permission to accept bids for Front-End Loader Refuse Truck
by Reverse Auction

Permission to accept bids for a Front-End Loader Refuse Truck by Reverse Auction
from Sansom Equipment Company for \$405,000

Title:	Front End Loader Refuse Truck
Agency:	Mississippi > City of Oxford
Start date:	04-Sep-2024 10:00:00 AM CDT
End date:	04-Sep-2024 10:30:00 AM CDT

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
99286	MUNICIPALEQUIPMENTSALSALES	405000.0000	04-Sep-2024 10:14:45 AM CDT	Dustin	Jones	Sansom Equipment Company	dustinjones@secequip.com	6019661266

ADVERTISEMENT FOR BIDS CITY OF OXFORD, MISSISSIPPI

Notice is hereby given that the CITY OF OXFORD, will receive BIDS for the purchase of the following:

Truck Debris Vacuum Machine (Body ONLY)

Front End Loader Truck (Chassis and Body)

Bids will be received by an Electronic Sealed Bidding Process administered by Central Bidding at the CITY OF OXFORD PURCHASING OFFICE, OXFORD, MISSISSIPPI, on 09/04/2024 at 10:00 AM CST at which time bidding will begin and run until supplier have completed entering all bids. Thereafter, bids will be taken under advisement and awarded accordingly. Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at (225)810-4814. Please include full contact information, including company name, email address, telephone numbers and contact person in your email request. Email requests will be filled within 24 hours of submission or registration. **Registration with Central Bidding and acceptance of the Central Bidding Agreement is not optional and is required in order to participate in this bidding event. No exceptions will be made.**

Specification responses are due at Central Bidding no later than 08/28/2024 at 5:00 PM local time in order to be considered for this bidding opportunity. Approved bidders will then receive email notifications of eligibility.

DO NOT INCLUDE PRICING INFORMATION WITH YOUR SPECIFICATON RESPONSE. BIDS WILL ONLY BE TAKEN ONLINE AT THE APPOINTED TIME AND DATE.

No bid shall be withdrawn after the scheduled date and time of the beginning of the bidding event without the written consent of the City of Oxford. Within the limitations of Mississippi State Purchasing Law, the City of Oxford reserves the right to reject any or all bids received, to waive any informalities or irregularities in the bids received, or to accept any bid which is deemed most favorable to the City of Oxford.

The city reserves the right to utilize “anti-sniping” for reserve auctions. Anti-sniping is a tool that automatically extends the bid time for a reserve auction by five (5) minutes if a vendor places a bid in the final five (5) minutes of the reserve auction. The anti-sniping effect will auto extend the reserve auction bid time any time a bid is placed in the last five (5) minutes of the reverse auction and can auto extend the reverse auction multiple times until the bidding on the reverse auction ends. Publish Dates August 14th, 2024, and August 21st, 2024.



OXFORD
ENVIRONMENTAL
SERVICES

MEMORANDUM

To: Board of Alderman

From: Amberlyn Liles

CC: Mayor, Board of Alderman and City Clerk

Date: 9.13.2024

Re: Permission to accept bids for Debris Vac Body by Reverse Auction

Permission to accept bids for debris vacuum body to be mounted on a Freightliner Chassis by Reverse Auction to PAC-MAC/Hol-Mac Equipment Company for \$137,088

Title:	VACUUM MACHINE (BODY ONLY) & Removal and Disposal of Current Body
Agency:	Mississippi > City of Oxford
Start date:	04-Sep-2024 10:00:00 AM CDT
End date:	04-Sep-2024 10:30:00 AM CDT

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
99287	PACMAC	137088.0000	04-Sep-2024 10:20:02 AM CDT	Manuel	Shows	Hol-Mac Corp.	shows.manuel@hol-mac.com	601-764-8985

ADVERTISEMENT FOR BIDS CITY OF OXFORD, MISSISSIPPI

Notice is hereby given that the CITY OF OXFORD, will receive BIDS for the purchase of the following:

Truck Debris Vacuum Machine (Body ONLY)

Front End Loader Truck (Chassis and Body)

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Ordinance 2024-___

**ORDINANCE AMENDING CHAPTER 87, ARTICLE III, CODE OF
ORDINANCES OF THE CITY OF OXFORD, MISSISSIPPI – JUNK VEHICLES
AND APPLIANCES**

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

SECTION I. That Section, 87-46, Code of Ordinances, Oxford, Mississippi, is hereby amended as follows:

Sec. 87-46. Junk vehicles and appliances.

- (a) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Junked appliances means all ice boxes, refrigerators, stoves, washing machines, hot water tanks, and/or similar items.

Junked vehicles means one that is in a state of disrepair and incapable of being moved under its own power.

Rubbish means and includes weeds, glass, building rubbish, dead trees, garbage, and trash.

- (b) It shall be unlawful for the owner or occupant of a property, **in any zoning district**, ~~residential building, or residential property~~ to utilize the premises ~~of such residential property~~ for the open storage of any junked vehicle or junked appliance. It shall be the duty and responsibility of every such owner or occupant to keep the premises of such ~~residential~~ property clean and to remove from the premises all such junked items, as well as rubbish, upon notice from the mayor or ~~his~~ **their** authorized representative.

- 1) **A property whose primary business is the repair or maintenance of appliances or automobiles may be allowed to maintain such items on the property for the purpose of such repair or maintenance for a period of up to 60 days.**
- 2) **This ordinance does not restrict any Commercial property governed under Chapter 62 Junk and Junk Dealers or as authorized in the Land Development Code.**

- (c) From and after October 1, 1970, it shall be unlawful to either maintain or use premises for the open storage of any materials specified in subsection (a) above.
- (d) Violations of this section shall be punished in accordance with chapter 1, General Provisions, section 1-8, General Penalties, Continuing Violation; Abatement of Nuisances, Continuing Violations.

SECTION II. REPEALING CLAUSE

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

SECTION III. EFFECTIVE DATE

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

Alderman Addy	voted	_____
Alderman Huelse	voted	_____
Alderman Hyneman	voted	_____
Alderman Atkinson	voted	_____
Alderman Taylor	voted	_____
Alderman Bailey	voted	_____
Alderman Crowe	voted	_____

APPROVED, this the ____ day of, 2024

ROBYN TANNEHILL, MAYOR

ASHLEY ATKINSON, CITY CLERK



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: Angie Warren
Phone Number: 662-371-1485 E-mail Address: angie@upstreamlife.us
Address: 265 N Lamar Blvd, Suite A
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: Upstream Life Insurance Company
Director of Business/Organization: Angie Warren
Phone Number: 662-371-1485 E-mail Address: angie@upstreamlife.us
Address: 265 N Lamar Blvd, Suite A
Oxford \ MS \ 38655
(City) (State) (Zip Code)

Name of On-Site Contact Person at Event: Angie Warren
Phone Number: 662-371-1485 E-mail Address: angie@upstreamlife.us

II. Event Information:

Date: 12/3/2024 Start Time: 9:00 am End Time: 3:00 pm

Type of Event: Blood Drive

Event Location Information:

Starting Point Location: 265 North Lamar Blvd

Finish Line Location: 265 North Lamar Blvd

Detailed Route: N/A

Other Information: Mobile Blood Donation Bus

Designation of any City of Oxford Facilities and/or Equipment to be Utilized: Parking Meters: NL-26A, NL-26B, and NL-28

Number of Expected Participants: 30 Number of Expected Spectators: 0

Spacing Intervals to be Maintained Between Units: none

Description of Attention-Getting Devices, Signs, Banners, or Recording Equipment to be Used by Event: Possible Upstream Life sign near bus within parking spot

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:

Angie Warner 8/29/2024
Applicant Signature Date

Approved By: Chief of Police, Oxford Police Department Date

PAYMENT DATE
08/30/2024
COLLECTION STATION
Station 1
RECEIVED FROM
Upstream Holdings
DESCRIPTION
Blood Drive on 12/3/24

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

BATCH NO.
2024-00000895
RECEIPT NO.
2024-00004425
CASHIER
Joy Welch

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT																													
DPD	Oxford Police Dept. Fees 001-001-01 CASH GENERAL FUND \$25.00 001-000-305 INCOME FROM POLICE DEPT FEES \$25.00	\$25.00																													
<p>Payments:</p> <table border="1" data-bbox="477 646 1154 905"> <thead> <tr> <th>Type</th> <th>Detail</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>Check</td> <td>2293</td> <td>\$25.00</td> </tr> <tr> <td colspan="2">Total Cash</td> <td>\$0.00</td> </tr> <tr> <td colspan="2">Total Check</td> <td>\$25.00</td> </tr> <tr> <td colspan="2">Total Charge</td> <td>\$0.00</td> </tr> <tr> <td colspan="2">Total Wire</td> <td>\$0.00</td> </tr> <tr> <td colspan="2">Total Other</td> <td>\$0.00</td> </tr> <tr> <td colspan="2">Total Remitted</td> <td>\$25.00</td> </tr> <tr> <td colspan="2">Change</td> <td>\$0.00</td> </tr> <tr> <td colspan="2">Total Received</td> <td>\$25.00</td> </tr> </tbody> </table>	Type	Detail	Amount	Check	2293	\$25.00	Total Cash		\$0.00	Total Check		\$25.00	Total Charge		\$0.00	Total Wire		\$0.00	Total Other		\$0.00	Total Remitted		\$25.00	Change		\$0.00	Total Received		\$25.00	
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Customer Copy

OXFORD POLICE DEPARTMENT

SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT

In accordance with City of Oxford Municipal Code, 2008-12, The City of Oxford Police Department does hereby grant the petitioner, permission to hold speaking event on the following date(s), time(s), and location:

102-640. - Fees.

A nonrefundable fee of \$25.00 to cover administrative costs of processing the permit shall be paid to the City of Oxford by the applicant when the application is filed.

***Name of Applicant:* Diala Chaney**

***Address:* 101 Charger Loop Oxford, MS 38655**

***Telephone:* 662-801-2745**

***Name of Organization:* Oxford High School Student Council**

***Address:* 101 Charger Loop**

***Telephone:* 662-234-1562**

***Organization Director:* Diala Chaney**

***Email:* dhchaney@oxfordsd.org**

***On Site Contact Person:* Diala Chaney**

Name

***Telephone:* 662-801-2745**

***Requested Date(s):* Tuesday, October 22, 2024**

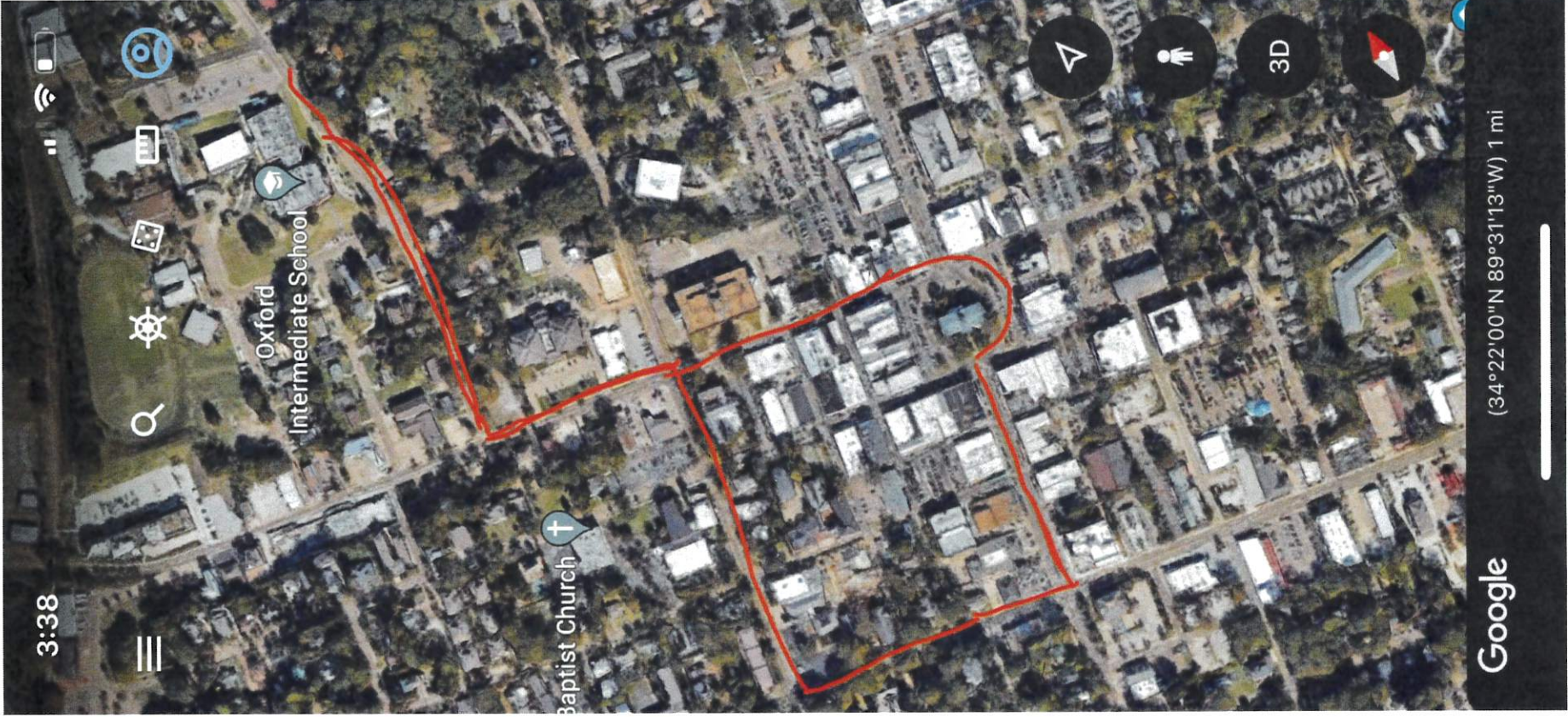
***Requested Time(s):* 7 pm**

***Requested Location(s):* Oxford Intermediate School around square and back**

***Type of Event:* OSD Homecoming Parade**

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

***Detailed Route Information, Start to Finish:* Starting at Oxford Intermediate School parking lot, we will take a right out of the parking lot on MLK and walk to**



Attachments:



OXFORD

PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Aldermen
From: Ben Requet, AICP, Planning Director
Date: September 17, 2024
Re: First Reading of a Zoning Map Amendment request (Case #3131) by JWM Development, LLC. (JW McCurdy), to rezone +/- 26.06 acres from Traditional Neighborhood Business (TNB) and Neighborhood Residential (NR) to Suburban Multi-Family (SMF), and +/- .07 acres from Neighborhood Residential (NR) to Suburban Residential (SR) for property located on Old Taylor Road. (PPIN's #14967 & #34530)

Request: This is a request for a Zoning Map Amendment to rezone approximately +/- 26.06 acres from Traditional Neighborhood Business (TNB) and Neighborhood Residential (NR) to Suburban Multi-Family (SMF), and +/- .07 acres from Neighborhood Residential (NR) to Suburban Residential (SR) for property located on Old Taylor Road. At the September 9, 2024, Planning Commission meeting, a motion by Commissioner Smith to recommend approval of the requested rezoning to the Mayor and Aldermen that was seconded by Commissioner Murphy failed with a 3-4 vote (Ayes: Commissioners Smith, Murphy and Logan – Nays: Commissioners Rigby, Spragins, Alexander and Milam). Therefore, the Commission recommended denial of the requested rezoning.

Comments: The subject property is located on the west side of Old Taylor Road. It measures approximately +/- 31 acres, and it is zoned Traditional Neighborhood Business (TNB), Neighborhood Residential (NR) and Suburban Residential (SR). The property adjacent to the south is Falkner Flats, and the adjacent commercial properties include Dollar General, My Michelle's and Lapels. Currently, there are a few structures on the property, (it has been a family homesite/farm) but is primarily vacant. The applicant is requesting a Zoning Map Amendment to change the zoning for an area that measures 26.06 acres currently designated (TNB) Traditional Neighborhood Business and (NR) Neighborhood Residential to (SMF) Suburban Multi-Family, and an area measuring .07 acres currently designated (NR) Neighborhood Residential to (SR) Suburban Residential.

State Requirements for Rezoning:

The criteria to rezone property are cited in a number of Mississippi cases and are as follows:

“Before a zoning board reclassifies property from one zone to another, there must be proof either:

(1) that there was a mistake in the original zoning, or (2) (a) that the character of the neighborhood has changed to such an extent as to justify reclassification, and (b) that there was a public need for rezoning.” (Burdine v. City of Greenville, 1999).

In another case, the court stated: “Before property is reclassified, applicant seeking rezoning must prove beyond by clear and convincing evidence either that there was mistake in original zoning, or that character of neighborhood had changed to such an extent as to justify rezoning, and that public need existed for rezoning” . (City of Biloxi v. Hilbert, 1992)

Finally, Fondren North Renaissance v. Mayor and City Council of City of Jackson, 1999, stated: “Under the “change and mistake” rule of municipal zoning, based on the presumption that the original zoning is well-planned and designed to be permanent, before a zoning board may reclassify property from one zone to another, there must be proof either: (1) that there was a mistake in the original zoning, or (2)(a) that the character of the neighborhood has changed to such an extent as to justify reclassification, and (b) that there was a public need for rezoning. Therefore, the merits of the applicant’s request for rezoning, based on the criteria established in the cited cases, is as follows:

Change and Need:

In the application, the applicant provided the following justifications for the change in the character of the neighborhood and the public need.

1. Shift in Neighborhood Character:

Overtime, neighborhoods evolve, and it is crucial for zoning regulations to reflect these changes. In the case of the property in question, the character of the surrounding area has shifted substantially. The City of Oxford has recently expanded its city limits significantly in and around the area. Although the property was already within the city limits, the expansion has created a more integrated and comprehensive urban landscape. This growth necessitates an update to the zoning to ensure cohesive development and proper utilization of the newly incorporated areas.

2. Completion of Oxford Way Construction:

Another significant factor contributing to the changed character of the neighborhood is the completion of Oxford Way and the development adjacent to roadway. Oxford Way provides a crucial east-west connection between S. Lamar Avenue and Old Taylor Road. This roadway significantly improves accessibility and traffic flow in the area, making the JWM Development property more viable and attractive for multi-family residential development. Rezoning the property to a higher residential density will align with the enhanced connectivity and support the increased residential demand anticipated from this new infrastructure.

3. Completion of Chucky Mullins Drive Construction:

Chucky Mullins Drive has been completed, providing a direct connection between Old Taylor Road and the University of Mississippi. This new connection increases accessibility and mobility for residents, students, and visitors, making the property a prime location for multi-family residential development. The rezoning to SMF will facilitate the creation of residential units that can cater to the needs of the University community and enhance the overall appeal of the area.

4. Development of a Gas Station on the Adjacent Property:

A gas station site plan has been approved on the adjacent property, which will necessitate the installation of a new traffic signal on Old Taylor Road. This development indicates an increase in commercial activity in the vicinity, further identifying the change in neighborhood character and justifying the request to rezone the property. This will ensure that residential development complements the commercial uses and benefits from the improved traffic management and proximity to essential services.

5. Approval of a Tax Increment Financing Plan (TIF) to Construct a Proposed North/South Connector Road:

A Tax Increment Financing Plan (TIF) has been approved to construct a new roadway from Oxford Way to Belk Drive, serving the Baptist Hospital. This new roadway will enhance connectivity to critical facilities such as the hospital, making the surrounding area more attractive for residential development. Rezoning the property to a higher density residential zoning will align with these infrastructure improvements and support the growth of the area as a residential and healthcare hub.

6. Increased Demand and Public Need:

There is a growing demand for housing and multi-family housing in Oxford, driven by the expanding population, University growth, and increased commercial activities. Rezoning the JWM Development property will help meet this demand by providing diverse housing options that are affordable and accessible, thus contributing to the overall housing supply and stability in the area.

The applicant also believes that there are other circumstances to justify the proposed zoning map amendment.

1. University of Mississippi Growth:

The University of Mississippi has experienced substantial growth in recent years, increasing its student enrollment, faculty, and staff numbers. This expansion has led to a heightened demand for housing options that are conveniently located near the campus. The JWM Development property is ideally situated to meet this demand, providing a strategic location for multi-family residential development.

2. Increased Enrollment and Housing Demand:

As enrollment at the University of Mississippi continues to rise, the need for nearby housing options has become more pressing. The existing housing market is struggling to keep pace with the influx of students, leading to higher rental prices and limited availability. Rezoning the JWM Development property to SMF will help address this shortfall by increasing the supply of housing units, thereby easing the pressure on the housing market.

3. Proximity to Campus:

The JWM Development property's proximity to the University of Mississippi makes it an ideal location for suburban multi-family housing. The short commute to campus will be highly attractive to students, faculty, and staff, providing convenient and accessible living options. This proximity supports the university community by reducing travel times and improving the overall quality of life for residents.

4. Economic and Social Benefits:

The influx of university students and staff will bring economic benefits to the area, including increased local spending and job creation. The development of SMF housing will cater to this demographic, providing affordable and accessible living options. Additionally, the diverse population will contribute to the social fabric of the community, enhancing its vibrancy and inclusivity.

In conclusion, the rezoning of the 30.73-acre parcel of property owned by JWM Development to higher density residentially zoned property is essential to accommodate the significant changes and evolving conditions in the City of Oxford. The expansion of city limits, construction of new roadways, newly approved site plans, and the completion of key infrastructure projects have transformed the area, making it necessary to update the zoning to reflect the current and future development potential. The rezoning will support cohesive and strategic growth, ensuring that the property is utilized in a manner that benefits the community, meets housing demands, and aligns with the City's development goals.

Mistake: There is no mistake in this instance.

Recommendation: The applicant points out that since that time, there have been changes in the character of the neighborhood including an annexation, the construction of Oxford Way, Belk Boulevard, Chucky Mullins Drive, and a planned connection from Old Taylor Road to Belk Boulevard near the hospital, and the approval of a service station at the adjacent property that requires the installation of several traffic improvements including a traffic signal. This traffic signal may create access limitations for this site, presenting challenges with the viability of commercial development here.

Staff believes a critical element to the change in the neighborhood is that the property was approved for a rezoning to allow a Traditional Neighborhood Development prior to the comprehensive rezoning in 2017. This TND was required by the Land Development Code to provide a mix of uses in a center, with dense housing near the center, and with moderate dense housing in the edge of the development.

When evaluating the zoning for this property in 2017, it seemed logical to designate this property with underlying zoning consistent with the development proposal. However, the development never moved forward and the TND overlay reverted back to the underlying zoning (current zoning of TNB, NR and SR) after building permits were not issued after 24 months. The property is surrounded by multi-family housing in the area. Faulkner Flats, The Mark, The Domain, The Azul, The Archive and Taylor Bend are all near this site. As the community has seen over the past few years, there is considerable demand and need for housing in Oxford as the University enrollment has grown considerably since COVID. A multi-family facility at this location is in close proximity to the Ole Miss campus, and could provide much needed housing for the Oxford community.

Recommendation: Staff believes that there is sufficient evidence of change and need to support the rezoning of this property as requested.

Planning Commission Meeting (September 9, 2024)

A link to the recording of the September 9th, 2024, Planning Commission meeting is provided below. As this meeting was held on Monday, the draft minutes are still in production.

[Case #3131 - Old Taylor Road Rezone](#) (This item should begin at 1:55:39)

Planning Commission Recommendation:

At the September 9, 2024, Planning Commission meeting, a motion by Commissioner Smith to recommend approval of the requested rezoning to the Mayor and Aldermen that was seconded by Commissioner Murphy failed with a 3-4 vote (Ayes: Commissioners Smith, Murphy and Logan – Nays: Commissioners Rigby, Spragins, Alexander and Milam). Therefore, the Commission recommended denial of the requested rezoning.

As this is a first reading, voting action is not required by the Mayor and Aldermen.



GRANBERRY & ASSOCIATES
CIVIL ENGINEERING FIRM

1685 York Avenue, Memphis, TN 38104
(662) 312-9672

July 11, 2024

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

RE: ZONING MAP AMENDMENT REQUEST LETTER
30.73-Acre Property Located on Old Taylor Road (Parcel ID#'s: 139L-31-201.00 & 139L-31-201.01)
Oxford, MS

Dear Ben:

On behalf of JW McCurdy, we are submitting this letter to accompany the submittal for the Zoning Map Amendment request for a 30.73-acre parcel of land with Parcel ID#'s: 139L-31-201.00 & 139L-31-201.01. Mr. McCurdy currently owns the property outright and has all legal rights to rezone said property. The property is more specifically located on the west side of Old Taylor Road, adjacent to and north of Faulkner Flats in Oxford.

Here are the requirements set forth by the City of Oxford in order to justify the rezoning followed by our corresponding justifications/reasons for the rezoning:

What changed or changing conditions make the passage of this amendment necessary?

1. Shift in Neighborhood Character:

Over time, neighborhoods evolve, and it is crucial for zoning regulations to reflect these changes. In the case of the property in question, the character of the surrounding area has shifted substantially. The City of Oxford has recently expanded its city limits significantly in and around the area. Although the property was already within the city limits, the expansion has created a more integrated and comprehensive urban landscape. This growth necessitates an update to the zoning to ensure cohesive development and proper utilization of the newly incorporated areas.

2. Completion of Oxford Way Construction:

Another significant factor contributing to the changed character of the neighborhood is the completion of Oxford Way and the development adjacent to roadway. Oxford Way provides a crucial east-west connection between S. Lamar Avenue and Old Taylor Road. This roadway significantly improves accessibility and traffic flow in the area, making the JWM Development property more viable and attractive for multi-family residential development. Rezoning the property to a higher residential density will align with the enhanced connectivity and support the increased residential demand anticipated from this new infrastructure.

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4. Development of a Gas Station on the Adjacent Property:

A gas station site plan has been approved on the adjacent property, which will necessitate the installation of a new traffic signal on Old Taylor Road. This development indicates an increase in commercial activity in the vicinity, further identifying the change in neighborhood character and justifying the request to rezone the property. This will ensure that residential development complements the commercial uses and benefits from the improved traffic management and proximity to essential services.

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6. Increased Demand and Public Need:

There is a growing demand for housing and multi-family housing in Oxford, driven by the expanding population, University growth, and increased commercial activities. Rezoning the JWM Development property will help meet this demand by providing diverse housing options that are affordable and accessible, thus contributing to the overall housing supply and stability in the area.

What other circumstances justify the proposed change?

1. University of Mississippi Growth:

The University of Mississippi has experienced substantial growth in recent years, increasing its student enrollment, faculty, and staff numbers. This expansion has led to a heightened demand for housing options that are conveniently located near the campus. The JWM Development property is ideally situated to meet this demand, providing a strategic location for multi-family residential development.

2. Increased Enrollment and Housing Demand:

As enrollment at the University of Mississippi continues to rise, the need for nearby housing options has become more pressing. The existing housing market is struggling to keep pace with the influx of students, leading to higher rental prices and limited availability. Rezoning the JWM Development property to SMF will help address this shortfall by increasing the supply of housing units, thereby easing the pressure on the housing market.

3. *Proximity to Campus:*

The JWM Development property's proximity to the University of Mississippi makes it an ideal location for suburban multi-family housing. The short commute to campus will be highly attractive to students, faculty, and staff, providing convenient and accessible living options. This proximity supports the university community by reducing travel times and improving the overall quality of life for residents.

4. *Economic and Social Benefits:*

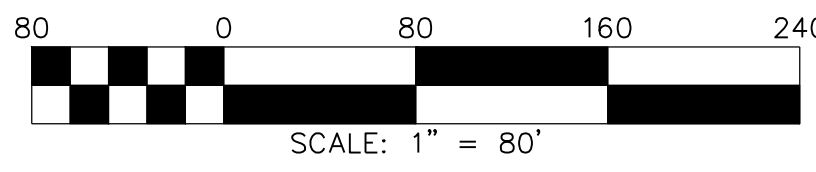
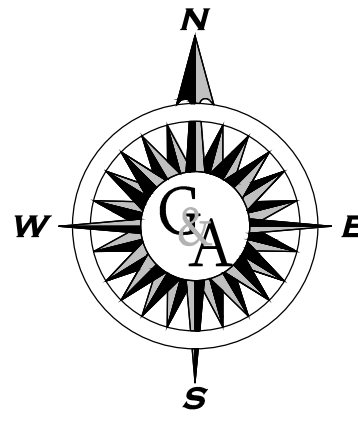
The influx of university students and staff will bring economic benefits to the area, including increased local spending and job creation. The development of SMF housing will cater to this demographic, providing affordable and accessible living options. Additionally, the diverse population will contribute to the social fabric of the community, enhancing its vibrancy and inclusivity.

In conclusion, the rezoning of the 30.73-acre parcel of property owned by JWM Development to higher density residentially zoned property is essential to accommodate the significant changes and evolving conditions in the City of Oxford. The expansion of city limits, construction of new roadways, newly approved site plans, and the completion of key infrastructure projects have transformed the area, making it necessary to update the zoning to reflect the current and future development potential. The rezoning will support cohesive and strategic growth, ensuring that the property is utilized in a manner that benefits the community, meets housing demands, and aligns with the City's development goals.

If any other information is needed, please do not hesitate to contact me.

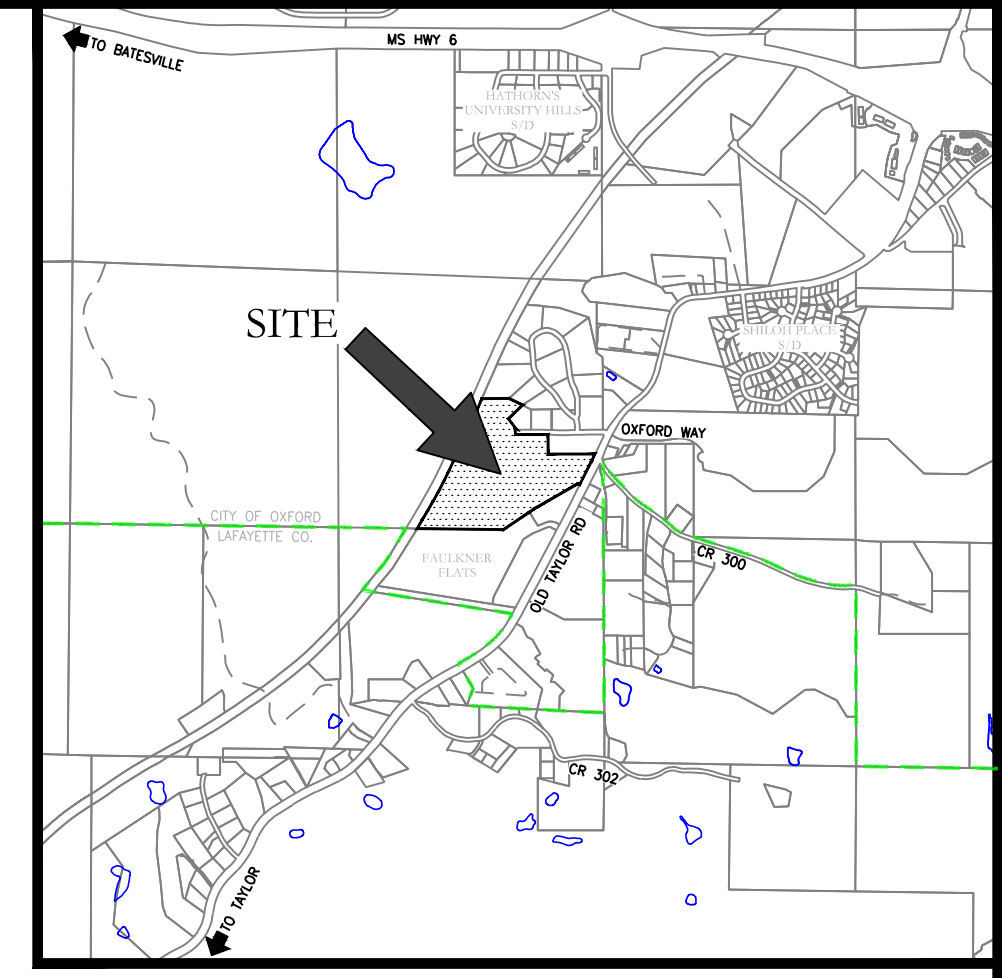
Sincerely,

John Granberry, P.E.

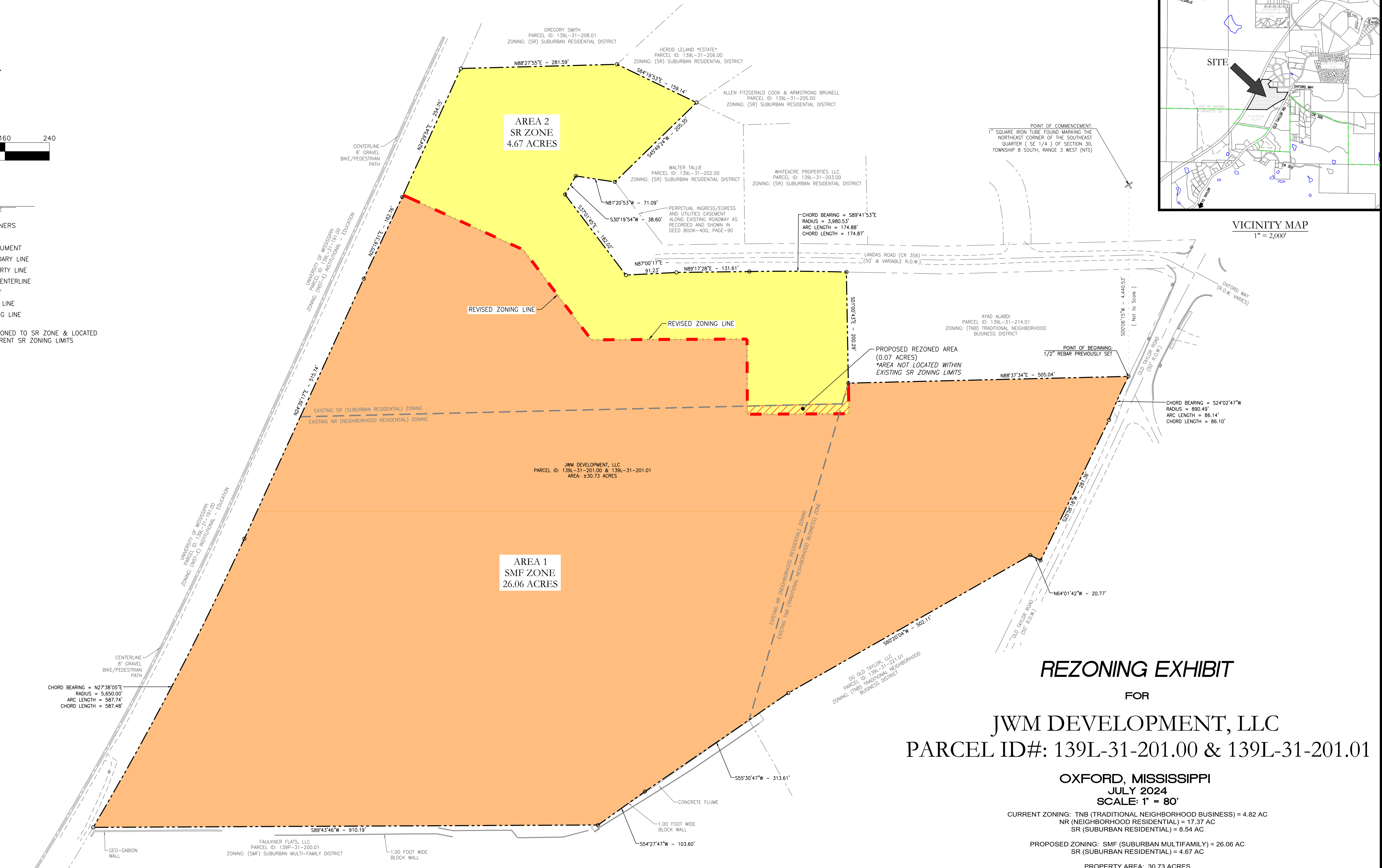


LEGEND

- THESE STANDARD SYMBOLS MAY BE FOUND IN THE DRAWING
- PROPERTY CORNERS
 - IRON PIPE/PIN
 - ▣ CONCRETE MONUMENT
 - PROPERTY BOUNDARY LINE
 - ADJACENT PROPERTY LINE
 - EXISTING ROAD CENTERLINE
 - EXISTING ASPHALT
 - EXISTING ZONING LINE
 - PROPOSED ZONING LINE
 - ▨ AREA TO BE REZONED TO SR ZONE & LOCATED OUTSIDE OF CURRENT SR ZONING LIMITS



VICINITY MAP
1" = 2,000'



REZONING EXHIBIT

FOR
JWM DEVELOPMENT, LLC
PARCEL ID#: 139L-31-201.00 & 139L-31-201.01

OXFORD, MISSISSIPPI
JULY 2024
SCALE: 1" = 80'

CURRENT ZONING: TNB (TRADITIONAL NEIGHBORHOOD BUSINESS) = 4.82 AC
NR (NEIGHBORHOOD RESIDENTIAL) = 17.37 AC
SR (SUBURBAN RESIDENTIAL) = 8.54 AC

PROPOSED ZONING: SMF (SUBURBAN MULTIFAMILY) = 26.06 AC
SR (SUBURBAN RESIDENTIAL) = 4.67 AC

PROPERTY AREA: 30.73 ACRES

Prepared By:




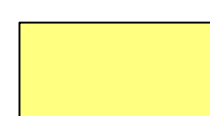
GRANBERRY & ASSOCIATES
CIVIL ENGINEERING FIRM

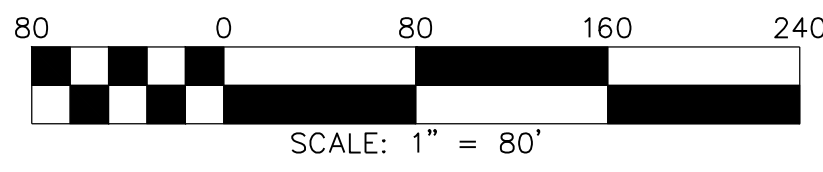
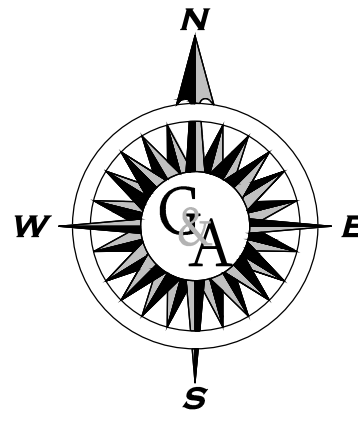
1685 YORK AVENUE, MEMPHIS, TN 38104
PH: 662.312.9672

DEVELOPER:

JWM DEVELOPMENT, LLC
31 HWY 328
OXFORD, MS 38655

ZONING AREA LEGEND

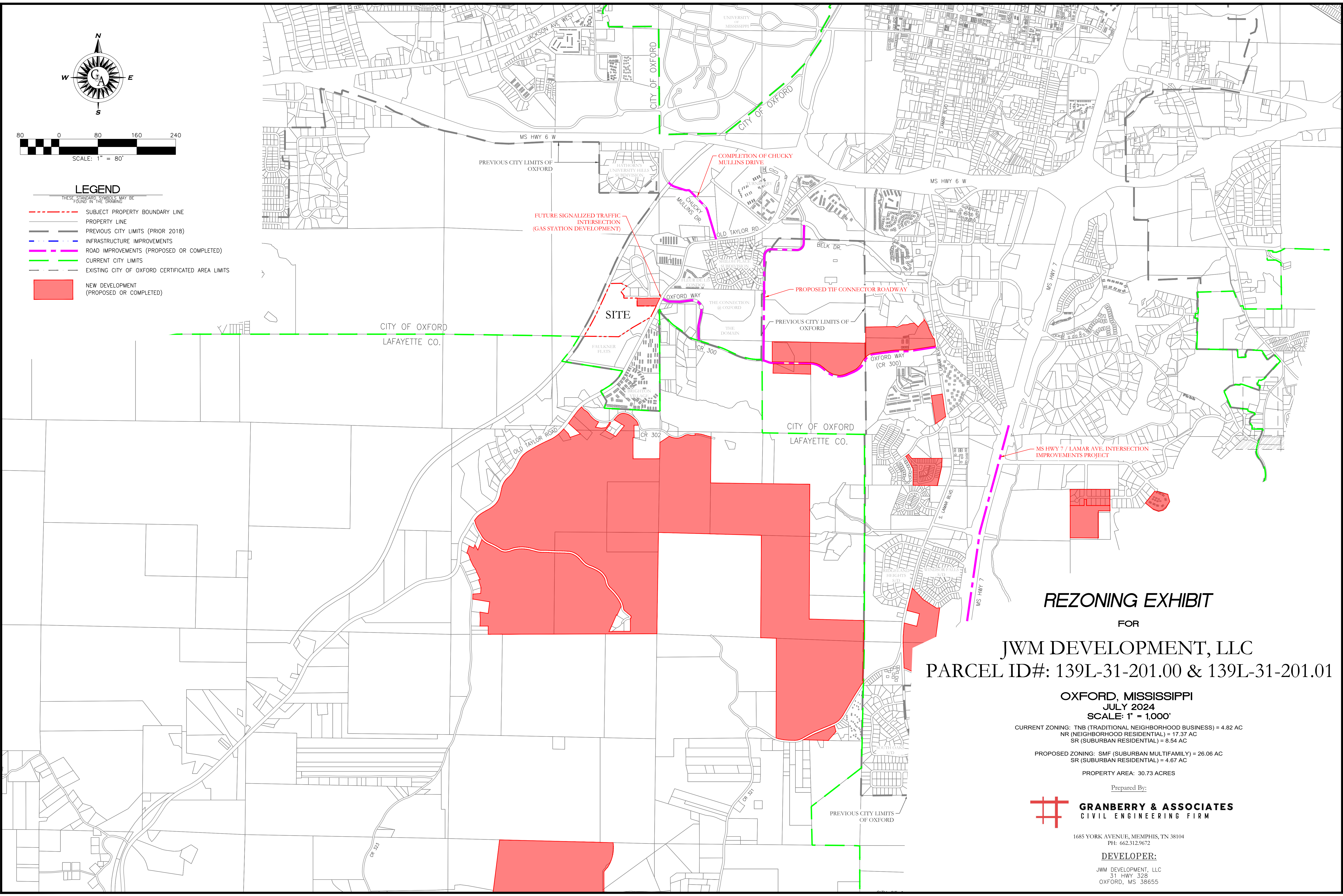
LOCATION	PROPOSED LAND USE	ACREAGE
	AREA 1 SUBURBAN MULTI-FAMILY	26.06
	AREA 2 SUBURBAN RESIDENTIAL	4.67



LEGEND

THESE STANDARD SYMBOLS MAY BE FOUND IN THE DRAWING

- SUBJECT PROPERTY BOUNDARY LINE
- PROPERTY LINE
- PREVIOUS CITY LIMITS (PRIOR 2018)
- INFRASTRUCTURE IMPROVEMENTS
- ROAD IMPROVEMENTS (PROPOSED OR COMPLETED)
- CURRENT CITY LIMITS
- EXISTING CITY OF OXFORD CERTIFICATED AREA LIMITS
- NEW DEVELOPMENT (PROPOSED OR COMPLETED)



REZONING EXHIBIT

FOR

JWM DEVELOPMENT, LLC

PARCEL ID#: 139L-31-201.00 & 139L-31-201.01

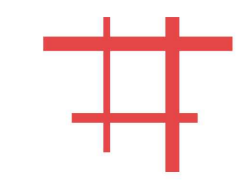
**OXFORD, MISSISSIPPI
JULY 2024
SCALE: 1" = 1,000'**

CURRENT ZONING: TNB (TRADITIONAL NEIGHBORHOOD BUSINESS) = 4.82 AC
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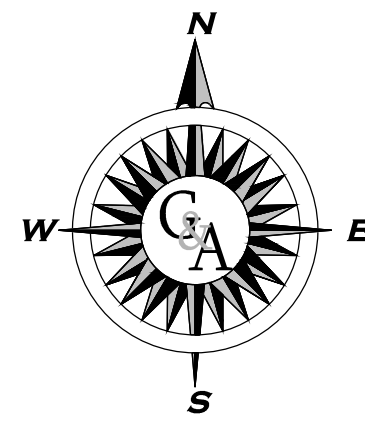


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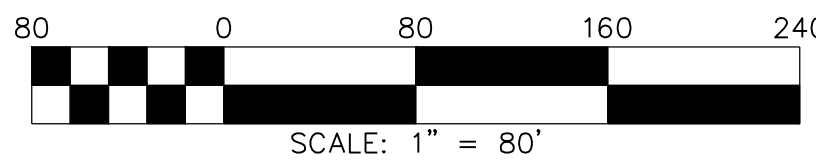
DEVELOPER:

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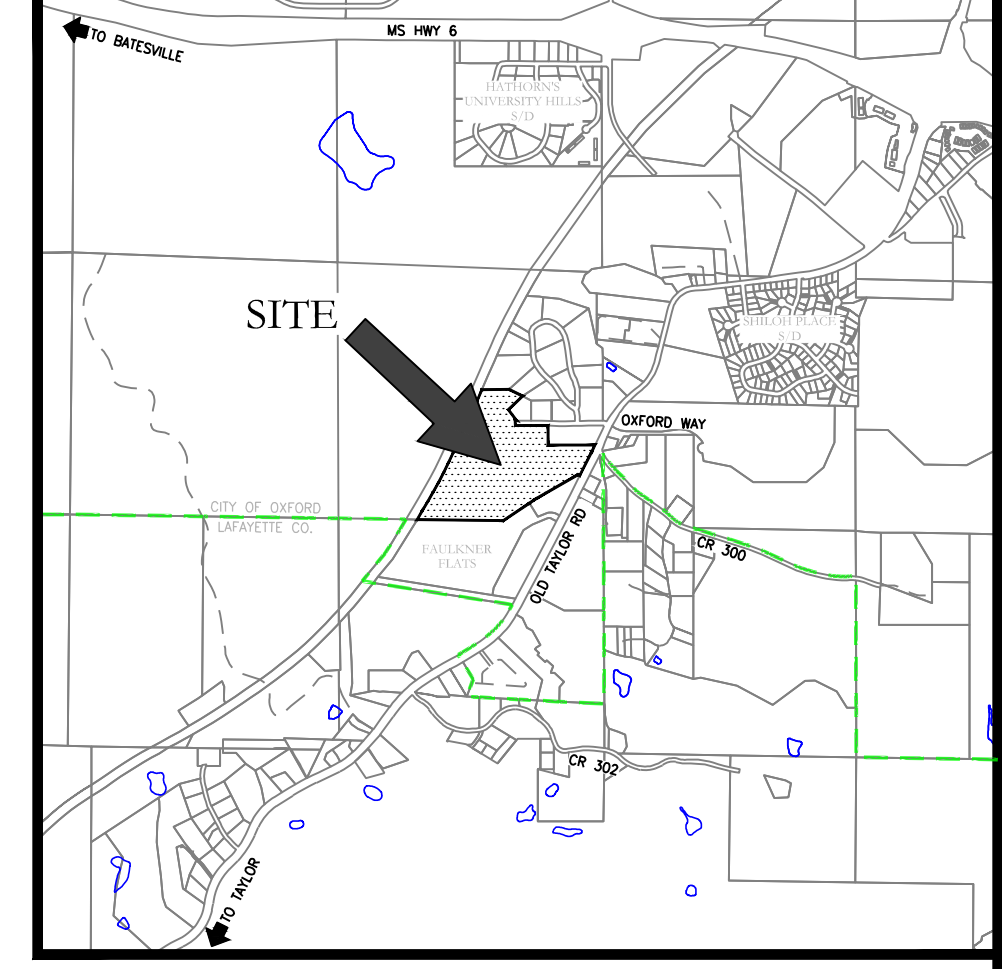
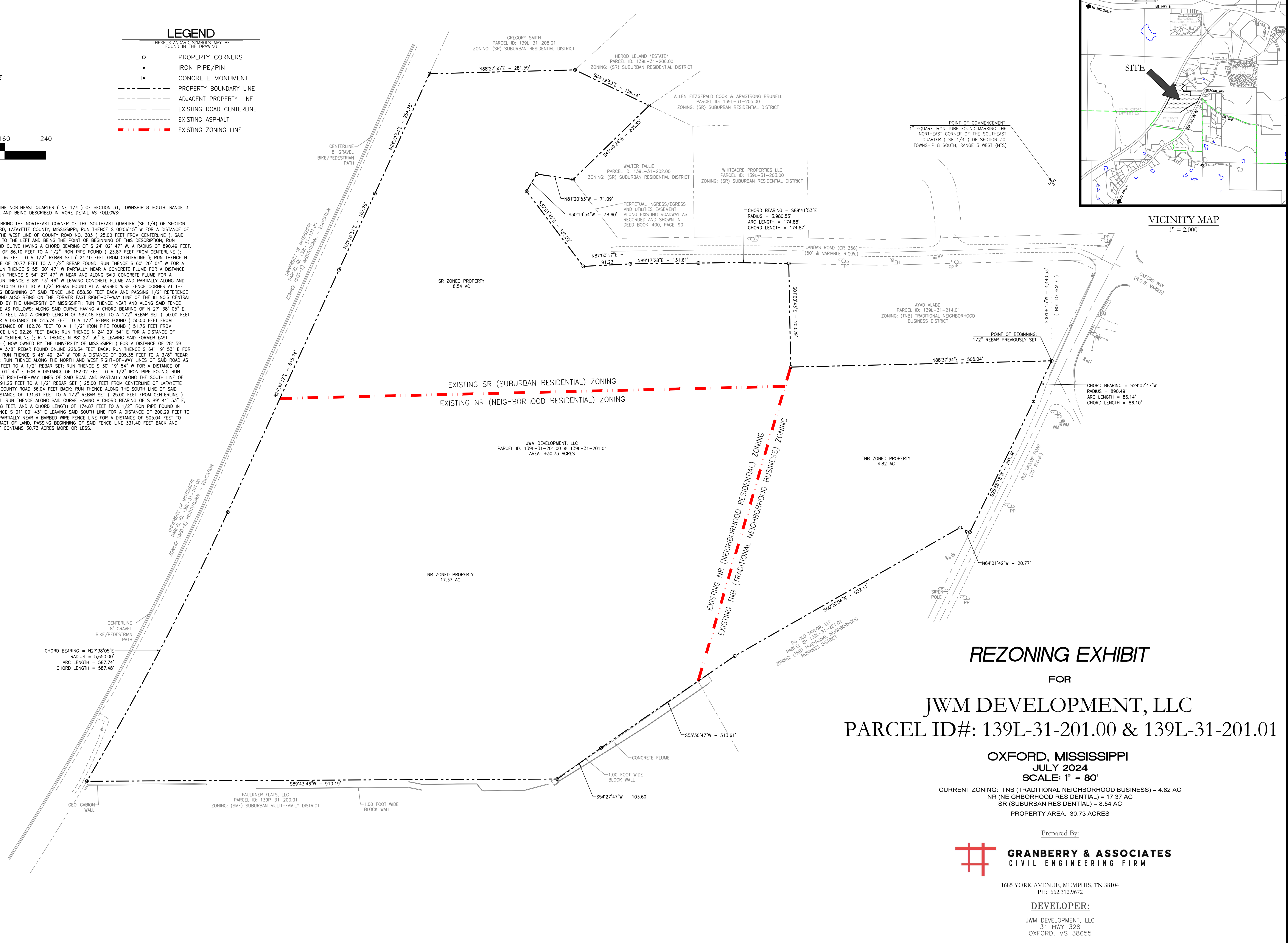
LEGEND

- THESE STANDARD SYMBOLS MAY BE FOUND IN THE DRAWING
- PROPERTY CORNERS
- IRON PIPE/PIN
- CONCRETE MONUMENT
- - - - - PROPERTY BOUNDARY LINE
- - - - - ADJACENT PROPERTY LINE
- - - - - EXISTING ROAD CENTERLINE
- - - - - EXISTING ASPHALT
- - - - - EXISTING ZONING LINE



DESCRIPTION: A TRACT OF LAND BEING A FRACTION OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 31, TOWNSHIP 8 SOUTH, RANGE 3 WEST, CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI; AND BEING DESCRIBED IN MORE DETAIL AS FOLLOWS:

COMMENCING FROM A 1" SQUARE IRON TUBE FOUND MARKING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 30, TOWNSHIP 8 SOUTH, RANGE 3 WEST, CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI; RUN THENCE S 00°06'15" W FOR A DISTANCE OF 4,440.53 FEET TO A 1/2" REBAR PREVIOUSLY SET ON THE WEST LINE OF COUNTY ROAD NO. 303 (25.00 FEET FROM CENTERLINE), SAID REBAR BEING AT THE BEGINNING OF A CIRCULAR CURVE TO THE LEFT AND BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; RUN THENCE ALONG SAID WEST LINE AS FOLLOWS: ALONG SAID CURVE HAVING A CHORD BEARING OF S 24° 02' 47" W, A RADIUS OF 890.49 FEET, AN ARC LENGTH OF 86.14 FEET, AND A CHORD LENGTH OF 86.10 FEET TO A 1/2" IRON PIPE FOUND (23.87 FEET FROM CENTERLINE); RUN THENCE S 25° 58' 18" W FOR A DISTANCE OF 281.36 FEET TO A 1/2" REBAR SET (24.40 FEET FROM CENTERLINE); RUN THENCE N 64° 01' 42" W LEAVING SAID WEST LINE FOR A DISTANCE OF 20.77 FEET TO A 1/2" REBAR FOUND; RUN THENCE S 60° 20' 04" W FOR A DISTANCE OF 502.11 FEET TO A 1/2" REBAR FOUND; RUN THENCE S 55° 30' 47" W PARTIALLY NEAR A CONCRETE FLUME FOR A DISTANCE OF 313.61 FEET TO A 1/2" REBAR PREVIOUSLY SET; RUN THENCE S 54° 27' 47" W NEAR AND ALONG SAID CONCRETE FLUME FOR A DISTANCE OF 103.60 FEET TO A POINT IN CONCRETE; RUN THENCE S 89° 43' 46" W LEAVING CONCRETE FLUME AND PARTIALLY ALONG AND NEAR A BARBED WIRE FENCE LINE FOR A DISTANCE OF 910.19 FEET TO A 1/2" REBAR FOUND AT A BARBED WIRE FENCE CORNER AT THE BEGINNING OF A CIRCULAR CURVE TO THE LEFT, PASSING BEGINNING OF SAID FENCE LINE 856.30 FEET BACK AND PASSING 1/2" REFERENCE REBAR SET ONLINE 890.19 FEET BACK, SAID REBAR FOUND ALSO BEING ON THE FORMER EAST RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL RAILROAD (50.00 FEET FROM CENTERLINE) NOW OWNED BY THE UNIVERSITY OF MISSISSIPPI; RUN THENCE NEAR AND ALONG SAID FENCE LINE AND ALONG SAID FORMER EAST RIGHT-OF-WAY LINE AS FOLLOWS: ALONG SAID CURVE HAVING A CHORD BEARING OF N 27° 38' 05" E, A RADIUS OF 5,650.00 FEET, AN ARC LENGTH OF 587.74 FEET, AND A CHORD LENGTH OF 587.48 FEET TO A 1/2" REBAR SET (50.00 FEET FROM CENTERLINE); RUN THENCE N 24° 39' 17" E FOR A DISTANCE OF 515.74 FEET TO A 1/2" REBAR FOUND (50.00 FEET FROM CENTERLINE); RUN THENCE N 25° 16' 31" E FOR A DISTANCE OF 162.76 FEET TO A 1 1/2" IRON PIPE FOUND (51.76 FEET FROM CENTERLINE); PASSING END OF SAID BARBED WIRE FENCE LINE 92.26 FEET BACK; RUN THENCE N 24° 29' 54" E FOR A DISTANCE OF 254.75 FEET TO A 1/2" REBAR SET (51.07 FEET FROM CENTERLINE); RUN THENCE N 88° 27' 55" E LEAVING SAID FORMER EAST RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL RAILROAD (NOW OWNED BY THE UNIVERSITY OF MISSISSIPPI) FOR A DISTANCE OF 281.59 FEET TO A 1/2" IRON PIPE FOUND, PASSING THROUGH A 3/8" REBAR FOUND ONLINE 225.34 FEET BACK; RUN THENCE S 64° 19' 53" E FOR A DISTANCE OF 159.14 FEET TO A 3/8" REBAR FOUND; RUN THENCE S 45° 49' 24" W FOR A DISTANCE OF 205.35 FEET TO A 3/8" REBAR FOUND ON THE NORTH RIGHT-OF-WAY LINE OF A ROAD; RUN THENCE ALONG THE NORTH AND WEST RIGHT-OF-WAY LINES OF SAID ROAD AS FOLLOWS: N 81° 20' 53" W FOR A DISTANCE OF 71.09 FEET TO A 1/2" REBAR SET; RUN THENCE S 30° 19' 54" W FOR A DISTANCE OF 38.60 FEET TO A 1/2" REBAR SET; RUN THENCE S 37° 01' 45" E FOR A DISTANCE OF 182.02 FEET TO A 1/2" IRON PIPE FOUND; RUN THENCE N 87° 00' 17" E LEAVING SAID NORTH AND WEST RIGHT-OF-WAY LINES OF SAID ROAD AND PARTIALLY ALONG THE SOUTH LINE OF LAFAYETTE COUNTY ROAD NO. 356 FOR A DISTANCE OF 91.23 FEET TO A 1/2" REBAR SET (25.00 FEET FROM CENTERLINE OF LAFAYETTE COUNTY ROAD NO. 356); PASSING BEGINNING OF SAID COUNTY ROAD 36.04 FEET BACK; RUN THENCE ALONG THE SOUTH LINE OF SAID COUNTY ROAD AS FOLLOWS: N 89° 17' 28" E FOR A DISTANCE OF 131.61 FEET TO A 1/2" REBAR SET (25.00 FEET FROM CENTERLINE); AT THE BEGINNING OF A CIRCULAR CURVE TO THE RIGHT; RUN THENCE ALONG SAID CURVE HAVING A CHORD BEARING OF S 89° 41' 53" E, A RADIUS OF 3,980.53 FEET, AN ARC LENGTH OF 174.88 FEET, AND A CHORD LENGTH OF 174.87 FEET TO A 1/2" IRON PIPE FOUND IN CONCRETE (25.00 FEET FROM CENTERLINE); RUN THENCE S 01° 00' 43" E LEAVING SAID SOUTH LINE FOR A DISTANCE OF 200.29 FEET TO A 3/8" REBAR FOUND; RUN THENCE N 88° 37' 34" E PARTIALLY NEAR A BARBED WIRE FENCE LINE FOR A DISTANCE OF 505.04 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND, PASSING BEGINNING OF SAID FENCE LINE 331.40 FEET BACK AND LEAVING SAID FENCE LINE 25.67 FEET BACK; SAID TRACT CONTAINS 30.73 ACRES MORE OR LESS.



VICINITY MAP
1" = 2,000'

REZONING EXHIBIT
FOR
JWM DEVELOPMENT, LLC
PARCEL ID#: 139L-31-201.00 & 139L-31-201.01

OXFORD, MISSISSIPPI
JULY 2024
SCALE: 1" = 80'
CURRENT ZONING: TNB (TRADITIONAL NEIGHBORHOOD BUSINESS) = 4.82 AC
NR (NEIGHBORHOOD RESIDENTIAL) = 17.37 AC
SR (SUBURBAN RESIDENTIAL) = 8.54 AC
PROPERTY AREA: 30.73 ACRES

Prepared By:
GRANBERRY & ASSOCIATES
CIVIL ENGINEERING FIRM

1685 YORK AVENUE, MEMPHIS, TN 38104
PH: 662.312.9672

DEVELOPER:
JWM DEVELOPMENT, LLC
31 HWY 328
OXFORD, MS 38655

Description: A tract of land being a fraction of the Northeast Quarter (NE 1/4) of Section 31, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi; and being described in more detail as follows:

Commencing from a 1" square iron tube found marking the Northeast Corner of the Southeast Quarter (SE 1/4) of Section 30, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi; run thence S 00°06'15" W for a distance of 4,440.53 feet to a 1/2" rebar previously set on the West line of County Road No. 303 (25.00 feet from centerline), said rebar being at the beginning of a circular curve to the left and being the Point of Beginning of this description; run thence along said West line as follows: along said curve having a chord bearing of S 24° 02' 47" W, a radius of 890.49 feet, an arc length of 86.14 feet, and a chord length of 86.10 feet to a 1/2" iron pipe found (23.87 feet from centerline); run thence S 25° 58' 18" W for a distance of 281.36 feet to a 1/2" rebar set (24.40 feet from centerline); run thence N 64° 01' 42" W leaving said West line for a distance of 20.77 feet to a 1/2" rebar found; run thence S 60° 20' 04" W for a distance of 502.11 feet to a 1/2" rebar found; run thence S 55° 30' 47" W partially near a concrete flume for a distance of 313.61 feet to a 1/2" rebar previously set; run thence S 54° 27' 47" W near and along said concrete flume for a distance of 103.60 feet to a Point in concrete; run thence S 89° 43' 46" W leaving concrete flume and partially along and near a barbed wire fence line for a distance of 910.19 feet to a 1/2" rebar found at a barbed wire fence corner at the beginning of a circular curve to the left, passing beginning of said fence line 858.30 feet back and passing 1/2" reference rebar set online 890.19 feet back, said rebar found also being on the former East right-of-way line of the Illinois Central Railroad (50.00 feet from centerline) now owned by the University of Mississippi; run thence near and along said fence line and along said former East right-of-way line as follows: along said curve having a chord bearing of N 27° 38' 05" E, a radius of 5,650.00 feet, an arc length of 587.74 feet, and a chord length of 587.48 feet to a 1/2" rebar set (50.00 feet from centerline); run thence N 24° 39' 17" E for a distance of 515.74 feet to a 1/2" rebar found (50.00 feet from centerline); run thence N 25° 16' 31" E for a distance of 162.76 feet to a 1 1/2" iron pipe found (51.76 feet from centerline), passing end of said barbed wire fence line 92.26 feet back; run thence N 24° 29' 54" E for a distance of 254.75 feet to a 1/2" rebar set (51.07 feet from centerline); run thence N 88° 27' 55" E leaving said former East right-of-way line of the Illinois Central Railroad (now owned by the University of Mississippi) for a distance of 281.59 feet to a 1/2" iron pipe found, passing through a 3/8" rebar found online 225.34 feet back; run thence S 64° 19' 53" E for a distance of 159.14 feet to a 3/8" rebar found; run thence S 45° 49' 24" W for a distance of 205.35 feet to a 3/8" rebar found on the North right-of-way line of a road; run thence along the North and West right-of-way lines of said road as follows: N 81° 20' 53" W for a distance of 71.09 feet to a 1/2" rebar set; run thence S 30° 19' 54" W for a distance of 38.60 feet to a 1/2" rebar set; run thence S 37° 01' 45" E for a distance of 182.02 feet to a 1/2" iron pipe found; run thence N 87° 00' 17" E leaving said North and West right-of-way lines of said road and partially along the South line of Lafayette County Road No. 356 for a distance of 91.23 feet to a 1/2" rebar set (25.00 feet from centerline of Lafayette County Road No. 356), passing beginning of said County Road 36.04 feet back; run thence along the South line of said County Road as follows: N 89° 17' 28" E for a distance of 131.61 feet to a 1/2" rebar set (25.00 feet from centerline) at the beginning of a circular curve to the right; run thence along said curve having a chord bearing of S 89° 41' 53" E, a radius of 3,980.53 feet, an arc length of 174.88 feet, and a chord length of 174.87 feet to a 1/2" iron pipe found in concrete (25.00 feet from centerline); run thence S 01° 00' 43" E leaving said South line for a distance of 200.29 feet to a 3/8" rebar found; run thence N 88° 37' 34" E partially near a barbed wire fence line for a distance of 505.04 feet to the Point of Beginning of the herein described tract of land, passing beginning of said fence line 331.40 feet back and leaving said fence line 25.67 feet back. Said tract contains 30.73 acres more or less.

From: Max Hill <maxhill38655@gmail.com>

Date: Thursday, September 5, 2024 at 12:36 PM

To: JR Rigby <jr.rigby@gmail.com>

Cc: Harry Alexander <ha@harryalexander.com>, yfu62@aol.com <yfu62@aol.com>, David Spragins <dspragins@edssupply.com>, Joseph Murphy <joseph.7.murphy@gmail.com>, Kirk Milam <planning.kirk.milam@gmail.com>, erins3142@gmail.com <erins3142@gmail.com>, Ben Requet <bjrequet@oxfordms.net>

Subject: JW McCurdy development on Old Taylor Rd.

Dear Sirs/Madams:

The South Campus trail system is one of Oxford's true gems. Allowing this development without requiring a significant buffer of existing timber will forever alter the aesthetic beauty of the main trail. I emphatically request you vote HELL NO on the rezoning and this development.

Max Hill
Oxford, MS

On Sat, Sep 7, 2024 at 7:45 AM Greg Love <gjl1229@gmail.com> wrote:
Hi JR,

I am writing to express my opposition to the proposed zone change for property on Old Taylor Rd (case #3131).

As noted by staff, comprehensive zoning plans are to be assumed correct and carefully considered. Just seven years ago, the city had extensive public hearings, a consulting firm, and copious deliberation about the planning map and made the considered decision that this property should not be zoned nearly entirely multi-family.

The planning staff and the developer argue that the neighborhood has changed considerably since then. This is simply not the case. With the exception of the potential road to Baptist, all the developments near the property are in line with the planning map. Following the carefully considered development map for a few years should not mean that the planning now can be ignored.

Additionally, the developer's contention that the neighborhood has changed dramatically is untenable because the properties adjacent to this property have remained unchanged since 2017. No major development has occurred adjacent to the property.

The proposal also contends for "need" based on University enrollment. A developer also made this contention in 2016, when enrollment was near the current levels, wanting to build student housing there. The city rejected that attempt despite the student growth. The 2017 zoning map was created, understanding that substantial student increases were likely.

It's also important to remember that in 2016, the University was growing quickly and many people assumed it always would. Yet, by 2018, enrollment had declined significantly. We are now only slightly above the 2017 enrollment numbers. The University, like all universities, is also facing a near future of dramatically fewer high school students going to college. As in 2017, the current may grow reverses in the near future.

A key reason the 2017 planning map did not zone this land for a large student-focused apartment complex is that the city and university trails to the west are an incredible public resource that needs protection. Development adjacent to this land should be consistent with this key public interest. The previously proposed development (August 2017) did this. The one does not. While I do not oppose any development on this land, it must be done in keeping with its important position adjacent to this key gem of the city.

Sincerely,

Greg Love

On Thu, Sep 5, 2024 at 2:45 PM Meaghin Burke <meaghin.burke@gmail.com> wrote:
Hey JR,

I hope you'll consider not voting to change the city's zoning laws or allowing a variance to create even more over-sized developments that would encroach the trails. Changing the zoning laws is always potentially problematic. Changing them in response to a developer's request is even more so and erodes the municipal functions of a city that are (ideally) beyond mere financial or commercial concerns.

Thanks,
Meaghin

Dear Planning Commission Members,

I have reviewed the proposed amendment, and while I agree that creating more multi-family housing units is a necessity in Oxford, I am concerned that the increased density so close to our beloved Thacker Mountain Rail Trail may have a negative impact on that recreational space.

Oxford's recreational amenities have not kept pace with our population growth. For many individuals and families, the trails are an important space of natural beauty and relaxation, an amenity that contributes significantly to our quality of life, especially given our limited options within reasonable driving distance. The fact that the trails are located in a place that makes them accessible to students and bus riders as well as those with cars makes them even more valuable. My family is there at least once/week during most of the year, walking or jogging both the main and side trails.

Any development conducted so close to the trails - including this one - should be required to build in a buffer zone, allowing for those using the trails to retain a sense of peace in nature without the visual clutter and noise associated with housing developments.

I hope you will take this into consideration as you move forward in reviewing this amendment request and more broadly, as you lay plans for Oxford's continued development. Personally, I would prefer a community with denser (and more varied in price) housing, improved public transportation, and more accessible and varied amenities (natural recreation, commercial, publicly funded, etc.).

Thank you for your service to our community.

Best regards,

Wendy Pfrenger
825 Maplewood Dr.

On Mon, Sep 9, 2024 at 2:02 AM Shirley Gray <shirleywgray@att.net> wrote:
Good morning, JR,

I am writing to express my strong concerns about an item the planning commission has before it - the proposed development of property adjacent to the South Trails. I read over the applicant's (McCurdy) request and strongly disagree with their limited characterization of the change in the neighborhood. Their application fails to describe the community's increased use of the South Trails, fails to address how the requested change in zoning would affect the tree canopy in that area, and fails to provide actual data about the long-term needs for multi-family housing vs. individual housing for the Oxford community.

The South Trails is a valuable recreational resource to hundreds of university students and Oxford residents every day, including my family, and it's value will be irreconcilably changed if the tree canopy is diminished for another housing development along it's edge. And while much has been reported about the University's current growth in enrollment, demographic reports indicate that universities will see a drop in enrollment within the next couple of years due to a decline in the number of college-age young adults.

I don't know the specifics of zoning laws or the power of the planning commission, but please do whatever is possible to protect the South Trails from this and other developments that will hurt it. We strongly need to protect our natural resources and the planning commission is one of our most valuable tools to do so.

Thank you for your time and your continued leadership on the zoning commission,

Shirley Gray
520 College Hill Rd

On Mon, Sep 9, 2024 at 11:58 AM dana engelbert <dmengelbert@gmail.com> wrote:
Good day, Commission Members.

I'm writing to you to urge you to vote against JWM Development, LLC's request to rezone two parcels on Old Taylor Road as appears on tonight's agenda.

I encourage you to do so in favor of Oxford's residents and their quality of life in this community.

When my family and I moved to this community more than 6 years ago with 2 school-age boys in tow, we struggled to find kid- and family-friendly things to do locally. Our oldest son soon found the Whirlpool Trails. When we lived in Arkansas, he participated in interscholastic mountain biking and absolutely loved riding the many trail systems in our community. Trails and other quality-of-life elements are sorely needed in this community. Not only do the residents who live here in support of the university benefit, but so do the students and future residents.

I completely understand the rather urgent need for housing in this community. But in looking at the application, these units are specifically for students. It's easy to look at that immediate need and do something about it. The challenge is we don't know how long enrollment at Ole Miss will continue at a record pace. In fact, it was year-over-year declining enrollment when we moved here just 6 years ago.

Planting a huge apartment complex overlooking the trails that so many use will compromise the tranquil and peaceful nature of the trails. I also have concerns that the trails will simply become a thoroughfare for students getting to and from class, especially with oversold on-campus parking. This will lead to even further issues with Chucky Mullins not being equipped for safe pedestrian traffic.

Instead of focusing on short-term fixes to immediate needs, this community needs to stay the course of the long-term plan it set after careful study and research. We need to remain focused on the long-term life of Oxford and not on the short-term needs caused by University policy, even if we do like having all the students in town. We need to maintain, enhance and add amenities for the residents who choose to call this place home for life. We need to ensure our kids have activities and recreational opportunities that allow them to be challenged and grow, and eventually to choose Oxford as their lifelong home.

As someone who has lived only in college towns as an adult, the choice is easy. The focus needs to be on Oxford's future and ability to thrive.

Thank you for your time and consideration. I appreciate your service to our community.

Sincerely,
Dana Engelbert
A Mom of 2 Whirlpool Trail-loving bike riders

--

Dana Engelbert
(479) 301-7193
dmengelbert@gmail.com



OXFORD

PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Alderman
From: Ben Requet, AICP; Planning Director
Date: September 17, 2024
RE: Request approval for Final Plat Approval for Case #3124, LT2, LLC, for 'The Grove at Grand Oaks Phase 8, Part II & Part III', for property located at 1200 Crowson Drive (PPIN #26136)

The subject property is located in the Grand Oaks PUD south of Morris Drive near the intersection of CR 403 and Bell River Road. The two parts consist of a total 41 lots ranging in size from +/- 0.50 to +/- 0.21 acres which comply with the dimensional standard requirements for the underling zoning. Total acreage for Part II and Part III is +/- 14.53 acres.

Engineering provided comments in the attached Staff Report.

At the September 9, 2024 Planning Commission meeting, the Planning Commission unanimously recommended approval of the request for Final Plat Approval for 'The Grove at Grand Oaks Phase 8, Part II & Part III' with the conditions that are listed in the staff report.

Recommendation: Staff recommends approval of the requested Final Plat for 'The Grove at Grand Oaks Phase 8, Part II & Part III' with the following conditions:

1. Approval of The Grove at Grand Oaks – Phase 8, Part II and Part III by the Mayor and Board of Aldermen. (Planning)
2. Approval is for the plan as submitted. (Planning)



OXFORD

PLANNING
DEPARTMENT

Case #3124

To: Oxford Planning Commission
From: Angie Gragson, Planning Technician
Date: September 9, 2024

Applicant: LT2, LLC (Larry Britt)
Owner: CB Holdings, LLC
Request: Final Plat for 'The Grove at Grand Oaks Phase 8, Part II & Part III'
Location: 1200 Crowson Drive (PPIN #26136)
Zoning: Grand Oaks PUD; underling zoning (SMF) Suburban Multi-Family

Surrounding Zoning:

North & West: Grand Oaks PUD; underling zoning (ER) Estate Residential
South: Grand Oaks PUD; underling zoning (SMF) Suburban Multi-Family
East: Grand Oaks PUD; underling zoning County A-1 Rural

Case History: [Case #2831](#) – Preliminary Plat – Grove at Grand Oaks, Phase 8- Feb 2022

Planning Comments: The applicant has requested final plat approval for The Grove at Grand Oaks, Phase 8, Part II and Part III. The subject property is located in the Grand Oaks PUD south of Morris Drive near the intersection of CR 403 and Bell River Road. The two parts consists of a total 41 lots ranging in size from +/- 0.50 to +/- 0.21 acers which complies with the dimensional standard requirements for underling zoning. Total acreage for part II and part III is +/- 14.53.

Engineering Comments: The final plats will not be recorded until all appropriate subdivision bonds have been received by city for the completion of public infrastructure and stormwater management facilities, where applicable.

Recommendation: Staff recommends approval of the requested preliminary plat for the Grove at Grand Oaks – Phase 8, Part II and Part III with the following conditions:

1. Approval of The Grove at Grand Oaks – Phase 8, Part II and Part III by the Mayor and Board of Aldermen. (Planning)

2. Approval is for the plan as submitted. (Planning)

T.W. ELLIOTT, PE/PS (1963-2011)
L.L. BRITT, PE/PS
KEVIN W. McLEOD, PE

ELLIOTT & BRITT ENGINEERING, P.A.
ENGINEERS - CONSULTANTS - SURVEYORS
823 N. LAMAR BLVD. - P. O. BOX 308
OXFORD, MISSISSIPPI 38655
eb@elliottbritt.com

TEL (662) 234-1763
FAX (662) 234-3835

August 6, 2024

Ben Requet, Oxford City Planner
107 Courthouse Square
Oxford, MS 38655

Re: The Grove at Grand Oaks, Ph. VIII – Part II
30 Lot Residential Subdivision
Final Plat Application

The owners of The Grove at Grand Oaks, Ph. VIII – Part II are submitting the attached documents for Final Plat approval of the above referenced project. The project has been completed according to plans and specifications. The Grove at Grand Oaks, Ph. VIII – Part I was previously approved in October 2023.

If you have any questions, please don't hesitate to contact me.

Yours truly,

ELLIOTT & BRITT ENGINEERING, P.A.



Andy Clemmer
Project Manager

The Grove at Grand Oaks Phase VIII - Part II

LT2, LLC - Owner

OWNER'S CERTIFICATE

I, Larry L. Britt, As Managing Member Of LT2, LLC, The Owner Of The Tract Of Land Herein Described, Certify That We Did Cause Said Land To Be Subdivided And Platted, As Shown On The Attached Plat Of The Grove At Grand Oaks Phase VIII - Part II Subdivision, And The Streets Are Dedicated To The Use Of The Public Forever. Streets Are Hereby Dedicated To The Use By The Public And/Or Private Utility Companies Which Serve This Subdivision. Utility Easements Are Also Dedicated To The Public And/Or Private Utility Companies Which Serve This Subdivision. Such Subdivision And Dedication Is The Owner's Own Act And Deed Of Their Own Free Will.

Witness My Hand And Signature This _____ Day Of _____, 2024.

Larry L. Britt, Managing Member Notary Public

LT2, LLC
300 Fazio Drive
Oxford, Ms 38655

SURVEYOR'S CERTIFICATE

I Certify That The Within Plat Of The Grove At Grand Oaks Phase VIII - Part II 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 This _____ Day Of _____, 2024.

Joseph Chad Mayer
Mississippi PS No. 3125

ENGINEER'S CERTIFICATE

I Certify That The Grove At Grand Oaks Phase VIII - Part II Subdivision In Lafayette County, Mississippi, Is In Conformance With The Design Requirements Of The Subdivision Regulations And Specific Conditions Imposed On This Development, And Takes Into Account All Applicable Federal, State, And Local Laws And Regulations.

Witness My Hand And Signature This _____ Day Of _____, 2024.

Kevin W. McLeod
Mississippi PE No. 15151

CITY ENGINEER'S CERTIFICATE

I Certify That LT2, LLC Has Complied With One Of The Following Alternatives for The Grove At Grand Oaks Phase VIII - Part II 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 _____ Day Of _____, 2024.

John Crawley
City Engineer, City Of Oxford

CITY OF OXFORD, COUNTY OF LAFAYETTE, STATE OF MISSISSIPPI

Approved And Recommended For Acceptance By The City Of Oxford Planning Commission, This

The _____ Day Of _____, 2024.

Chairman,
City Of Oxford Planning Commission

CITY OF OXFORD, COUNTY OF LAFAYETTE, STATE OF MISSISSIPPI

Approved And Accepted By The City Of Oxford Board Of Aldermen,

This The _____ Day Of _____, 2024.

Robyn Tannehill
Mayor, City Of Oxford

COUNTY OF LAFAYETTE, STATE OF MISSISSIPPI

Personally Appeared Before Me, Mike Roberts, Chancery Clerk, In And For Lafayette County, Mississippi, Larry L. Britt, Managing Member Of LT2, LLC, Who Executed The Herein Owner's Certificate That Was Signed And Delivered Of His Own Free Act And Deed. And Also Appeared Joseph Chad Mayer, 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 _____, 2024.

Mike Roberts
Chancery Clerk

COUNTY OF LAFAYETTE, STATE OF MISSISSIPPI

I, Mike Roberts, Chancery Clerk, In And For Lafayette County, Mississippi, Hereby Certify That This Instrument Was Filed For Record In My Office At _____ O'clock On The _____ Day Of _____, 2024, And Was Duly Recorded In Plat Cabinet _____, Slide _____.

Witness My Hand And Signature This The _____ Day Of _____, 2024.

Mike Roberts
Chancery Clerk

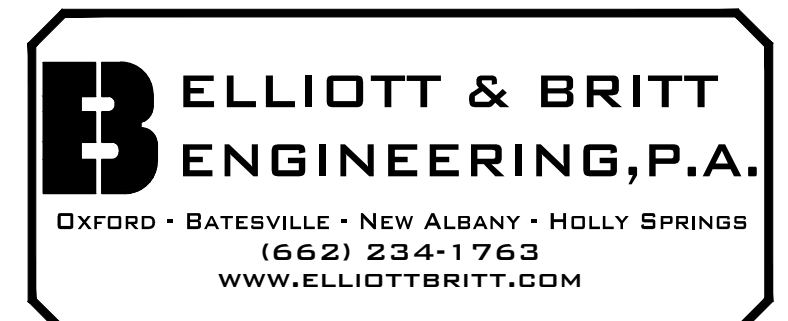
RESTRICTIVE COVENANTS

Recorded In Instrument No. 2013-9952, Of The Land Records In The Chancery Clerk's Office Of Lafayette County, Mississippi.

THE GROVE AT GRAND OAKS
PHASE VIII - PART II

DESCRIPTION: An 11.48 acre, more or less parcel of land located in the Northeast Quarter (NE 1/4) of Section 3, Township 9 South, Range 3 West in the City of Oxford, Lafayette County, Mississippi and being more particularly described as follows:

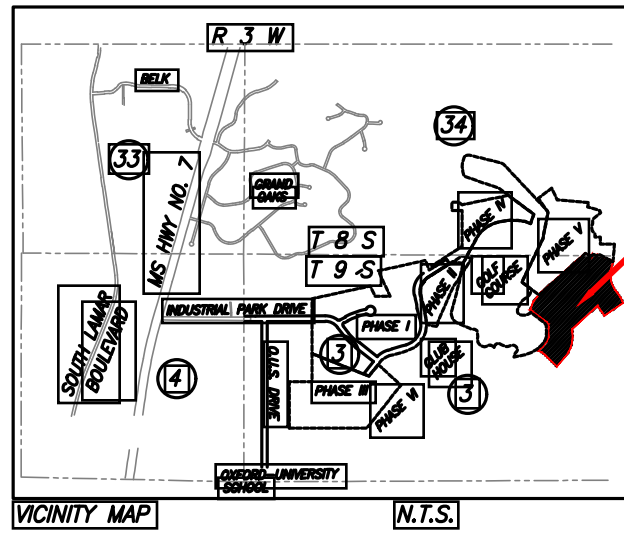
Begin at a 1/2" rebar found 229.87 feet South of and 1,077.80 feet West of a concrete post found at the Northeast Corner of Section 3, Township 9 South, Range 3 West in the City of Oxford, Lafayette County, Mississippi; run thence S 43°15'26" E for distance of 162.47 feet to a 1/2" rebar found on the existing north right-of-way line of Torrey Pines Loop; run thence S 43°15'26" E, leaving said north right-of-way line, for a distance of 50.00 feet to a 1/2" rebar found on the south right-of-way line of said Torrey Pines Loop; run thence N 47°39'49" E, along said south right-of-way line, for a distance of 103.57 feet to a 1/2" rebar found; run thence S 08°11'49" E, leaving said south right-of-way line, for a distance of 76.07 feet to a 1/2" rebar found; run thence S 10°04'37" E for a distance of 67.45 feet to a 1/2" rebar found; run thence S 47°39'49" W for a distance of 440.06 feet to a 1/2" rebar set; run thence S 42°20'11" E for a distance of 120.00 feet to a 1/2" rebar set on the north right-of-way line of Pine Valley Lane; run thence S 47°39'49" W, along said north right-of-way line, for a distance of 60.82 feet to a 1/2" rebar set; run thence S 13°32'39" E, leaving said north right-of-way line, for a distance of 57.05 feet to a 1/2" rebar set on the south right-of-way line of said Pine Valley Lane and at the beginning of a circular curve to the left; run thence along said circular curve to the left for an arc distance of 29.77 feet to a 1/2" rebar set at the end of said curve and at the beginning of a circular curve to the right on the south right-of-way line of said Torrey Pines Loop, said circular curve to the left having a chord bearing of S 13°32'51" W, a chord length of 28.04 feet and a radius of 25.00 feet; run thence along said circular curve to the right and along said south right-of-way line of said Torrey Pines Loop for an arc length of 78.74 feet to a 1/2" rebar set at the end of said curve, said circular curve to the right having a chord bearing of S 15°26'08" E, a chord length of 78.74 feet and a radius of 440.00 feet; run thence S 79°41'52" W, leaving said south right-of-way line, for a distance of 155.00 feet to a 1/2" rebar set; run thence S 05°32'49" E for a distance of 98.65 feet to a 1/2" rebar set; run thence S 03°57'01" W for a distance of 98.37 feet to a 1/2" rebar set; run thence S 14°16'03" W for a distance of 98.22 feet to a 1/2" rebar set; run thence S 23°09'28" W for a distance of 100.55 feet to a 1/2" rebar set; run thence S 32°27'58" W for a distance of 98.95 feet to a 1/2" rebar set; run thence S 38°01'37" W for a distance of 80.00 feet to a 1/2" rebar set; run thence S 39°08'36" W for a distance of 145.05 feet to a 1/2" rebar set; run thence N 50°51'24" W for a distance of 205.00 feet to a 1/2" rebar set on the north right-of-way line of said Torrey Pines Loop; run thence N 39°08'36" E, along said north right-of-way line, for distance of 17.14 feet to a 1/2" rebar set; run thence N 50°51'24" W, leaving said north right-of-way line, for a distance of 156.31 feet to a 1/2" rebar set; run thence N 40°16'53" E for a distance of 232.00 feet to a 1/2" rebar set; run thence N 04°27'15" E for a distance of 155.17 feet to a 1/2" rebar set; run thence N 00°45'16" W for a distance of 75.59 feet to a 1/2" rebar set; run thence N 45°40'12" W for a distance of 88.05 feet to a 1/2" rebar set; run thence N 52°38'29" W for a distance of 246.44 feet to a 1/2" rebar set; run thence N 66°50'04" W for a distance of 21.01 feet to a 1/2" rebar set; run thence N 21°55'53" E for a distance of 120.84 feet to a 1/2" rebar set; run thence N 38°41'00" E for a distance of 154.33 feet to a 1/2" rebar found; run thence N 48°10'03" E for a distance of 488.90 feet to the point of beginning, said tract containing 11.48 acres, more or less.



Final Plat of Subdivision:
**The Grove at Grand Oaks,
Phase VIII - Part II**
LT2, LLC - Owner City of Oxford, Lafayette County, Mississippi

DRAWN
ALC
CHECKED
ENGINEER
KWM
DATE
10/18/23

Sheet
1 of 2



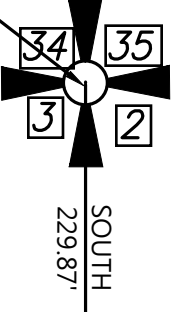
PROJECT SITE

SCALE 1" = 100'

**PHASE VIII
PART II
±11.48 ACRES
ZONED: PUD-SMF
PARCELS 7A & 7B**

Point Of Beginning: A 1/2" Rebar Found South-229.87' and West-1,077.80' from the NE corner of Section 3, T-9-S, R-3-W, City of Oxford, Lafayette

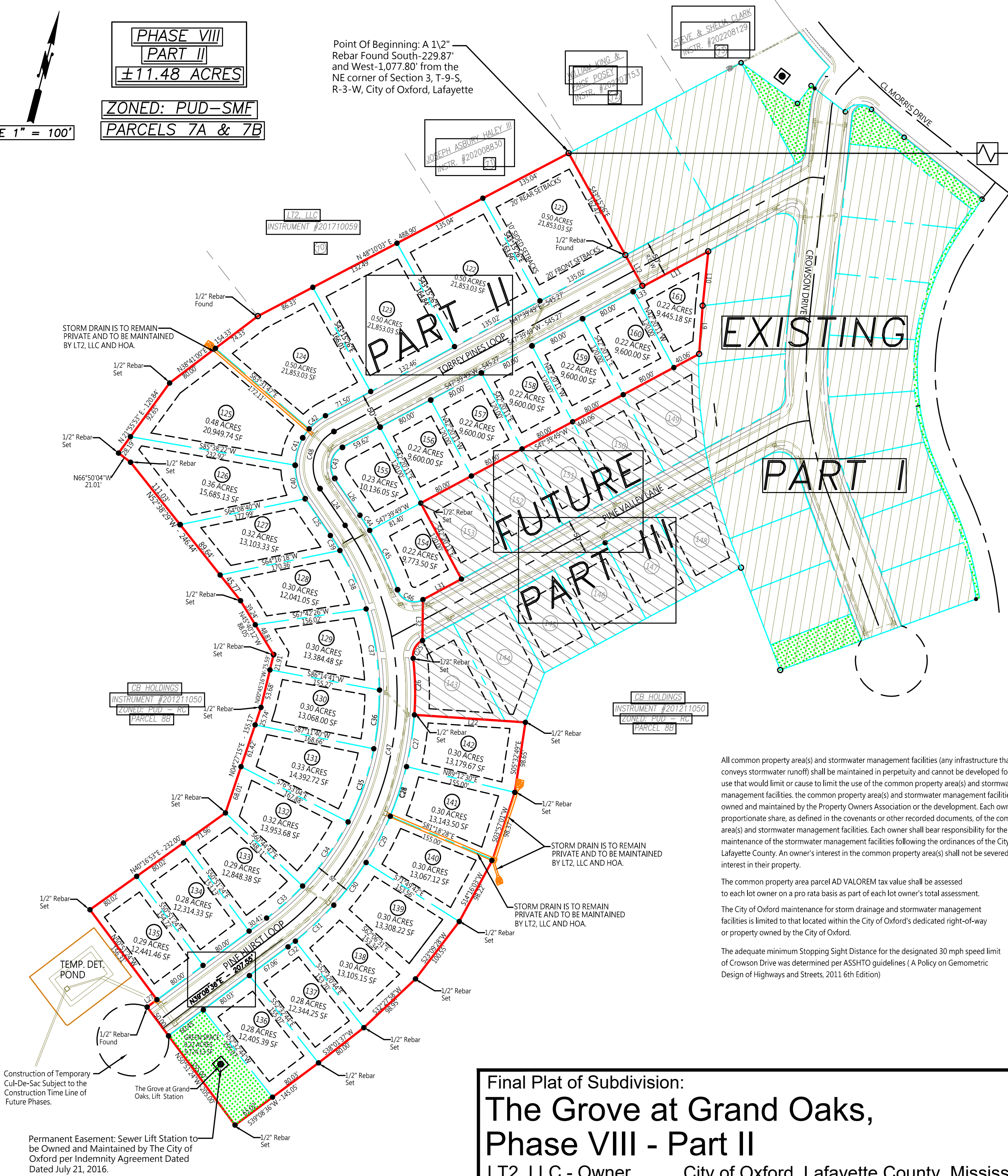
Point of Commencement
A concrete post found marking the NE Crn of Sec. 3, T-9-S, R-3-W Lafayette County, Mississippi



Line #	Length	Direction
L1	19.93	S19°48'06"E
L2	29.91	S19°48'06"E
L3	43.36	N35°11'14"W
L4	78.28	N31°51'54"W
L5	52.07	N25°07'10"W
L6	61.41	N21°06'58"W
L7	56.88	N15°54'04"W
L8	13.98	N10°04'37"W
L9	67.45	S10°04'37"E
L10	76.07	S08°11'49"E
L11	103.57	N47°39'49"E
L12	50.00	S43°15'26"E
L13	96.92	S68°15'43"E
L14	31.25	N23°11'23"E
L15	59.94	S66°48'37"E
L16	17.00	S29°34'25"E
L17	65.07	N81°48'11"E
L18	98.28	N08°11'49"W
L19	12.85	S81°48'11"W
L20	61.24	N08°11'49"W
L21	126.88	N79°41'52"E
L22	155.00	S79°41'52"W
L24	62.07	S48°32'53"E
L25	62.07	S48°32'53"W
L26	62.07	N48°32'53"W
L27	17.14	N39°08'36"E
L28	32.99	S19°52'48"W
L29	44.04	S36°40'48"E
L30	6.20	S66°48'37"E
L31	60.82	S47°39'49"W
L32	57.05	S13°32'39"E
L33	15.18	N47°39'49"E

Curve No.	Length	Radius	Chord Direction	Chord Length
C1	86.48	342.80	S13°45'16"W	86.25
C2	80.96	342.80	S00°14'29"E	80.77
C3	71.14	342.80	S12°55'05"E	71.02
C4	71.84	342.80	S24°54'55"E	71.71
C5	25.36	342.80	S33°04'05"E	25.35
C6	80.12	499.86	N35°55'18"W	80.04
C7	80.76	499.86	N26°41'34"W	80.68
C8	41.40	25.00	N70°37'32"E	36.83
C9	37.81	25.00	S72°53'57"W	34.31
C10	25.31	85.00	N00°20'25"E	25.21
C11	16.48	25.00	S10°41'18"W	16.18
C12	24.37	25.00	N19°44'00"E	23.42
C13	14.90	25.00	S64°44'00"W	14.68
C14	43.33	20.00	S70°16'00"E	35.34
C15	32.33	530.00	S09°56'40"E	32.32
C16	55.55	530.00	S14°41'40"E	55.52
C17	235.53	500.00	N21°41'31"W	233.36
C18	28.52	25.00	S14°59'00"W	27.00
C19	43.98	100.00	S60°15'48"W	43.63
C20	45.24	25.00	N80°29'23"W	39.32
C21	62.03	530.00	S31°54'54"E	62.00
C22	46.21	470.00	S32°22'13"E	46.19
C23	89.00	470.00	S24°07'44"E	88.86
C24	86.19	470.00	S13°27'02"E	86.07
C25	29.77	25.00	S13°32'51"W	28.04
C26	78.84	440.00	S15°26'08"E	78.74
C49	86.27	347.80	S13°25'00"E	86.05
C50	81.20	347.80	S00°22'39"E	81.02
C51	71.75	347.80	S12°58'32"E	71.62
C52	72.52	347.80	S24°51'31"E	72.39
C53	26.23	347.80	S32°59'33"E	26.22
C54	79.32	494.86	S35°55'03"E	79.24
C55	80.78	494.86	S26°38'15"E	80.69

- NOTES:**
- THIS PROPERTY IS SUBJECT TO ALL CITY OF OXFORD SUBDIVISION REGULATIONS.
 - THIS PROPERTY IS SUBJECT TO ALL ROAD AND UTILITY EASEMENTS AND RIGHTS-OF-WAY OF RECORD.
 - ALL SETBACKS WILL ALSO SERVE AS UTILITY AND DRAINAGE EASEMENTS TO BE MAINTAINED BY LT2, LLC AND HOME OWNER'S ASSOCIATION.
 - BUILDING SETBACKS FOR LOTS ARE AS FOLLOWS:
FRONT - 20 FEET, REAR - 20 FEET, SIDES - 10 FEET, (LOT 121 TYPICAL)
 - THIS PROPERTY DOES NOT LIE IN A FLOOD HAZARD AREA ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 2807C0259C, PANEL NO. 259, EFFECTIVE DATE NOVEMBER 26, 2010.
 - THIS PROPERTY IS A CLASS "B" SURVEY AS SET FORTH IN ACCURACY FOR CONDITION "A" AS SET FORTH IN APPENDIX "B" OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF MISSISSIPPI.
 - THIS SURVEY MEETS THE CONDITIONS OF CLOSURE AND APPENDIX "A" OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF MISSISSIPPI.
 - BEARINGS ESTABLISHED: GPS OBSERVATION (GEODETIC)
 - ALL OF THE SURVEY CALLS ARE EITHER DEED CALLS OR MEASURED CALLS ESTABLISHED BY THIS SURVEY.
 - 1/2" REBAR SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
 - DATE OF FIELD SURVEY: 5-27-20.
 - THE CITY OF OXFORD MAINTENANCE FOR STORM DRAINAGE ENDS AT THE STREET RIGHT-OF-WAY LINE.
 - DETENTION POND CAN NOT BE ALTERED TO CHANGE THE AMOUNT OF DETENTION AT ANY TIME. THIS AREA IS PART OF THE SUBDIVISION SYSTEM AND IS SHOWN AS GREEN SPACE FOR A DRAINAGE EASEMENT AS NEEDED.
 - ALL GREEN SPACE AREAS SHALL BE MAINTAINED BY LT2, LLC AND HOA.



All common property area(s) and stormwater management facilities (any infrastructure that controls or conveys stormwater runoff) shall be maintained in perpetuity 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 common property area(s) and stormwater management facilities shall be owned and maintained by the Property Owners Association or the development. Each owner shall own a proportionate share, as defined in the covenants or other recorded documents, 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) shall not be severed from their interest in their property.

The common property area parcel AD VALOREM tax value shall be assessed to each lot owner on a pro rata basis as part of each lot owner's total assessment. The City of Oxford maintenance for storm drainage and stormwater management facilities is limited to that located within the City of Oxford's dedicated right-of-way or property owned by the City of Oxford.

The adequate minimum Stopping Sight Distance for the designated 30 mph speed limit of Crowson Drive was determined per ASSHTO guidelines (A Policy on Geometric Design of Highways and Streets, 2011 6th Edition)

Joseph Chad Mayer
Mississippi PS No. 3125

ELLIOTT & BRITT ENGINEERING, P.A.
OXFORD • BATESVILLE • NEW ALBANY • HOLLY SPRINGS
(662) 234-1763
WWW.ELLIOTTBRITT.COM

DRAWN	A L C
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ENGINEER	K W M
DATE	08/2024

Sheet
2 of 2

Final Plat of Subdivision:
**The Grove at Grand Oaks,
Phase VIII - Part II**
LT2, LLC - Owner City of Oxford, Lafayette County, Mississippi

Permanent Easement: Sewer Lift Station to be Owned and Maintained by The City of Oxford per Indemnity Agreement Dated July 21, 2016.

The Grove at Grand Oaks Phase VIII - Part III

LT2, LLC - Owner

OWNER'S CERTIFICATE

I, Larry L. Britt, As Managing Member Of LT2, LLC, The Owner Of The Tract Of Land Herein Described, Certify That We Did Cause Said Land To Be Subdivided And Platted, As Shown On The Attached Plat Of The Grove At Grand Oaks Phase VIII - Part III Subdivision, And The Streets Are Dedicated To The Use Of The Public Forever. Streets Are Hereby Dedicated To The Use By The Public And/Or Private Utility Companies Which Serve This Subdivision. Utility Easements Are Also Dedicated To The Public And/Or Private Utility Companies Which Serve This Subdivision. Such Subdivision And Dedication Is The Owner's Own Act And Deed Of Their Own Free Will.

Witness My Hand And Signature This _____ Day Of _____, 2024.

Larry L. Britt, Managing Member Notary Public

LT2, LLC
300 Fazio Drive
Oxford, Ms 38655

SURVEYOR'S CERTIFICATE

I Certify That The Within Plat Of The Grove At Grand Oaks Phase VIII - Part III 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 This _____ Day Of _____, 2024.

Joseph Chad Mayer
Mississippi PS No. 3125

ENGINEER'S CERTIFICATE

I Certify That The Grove At Grand Oaks Phase VIII - Part III Subdivision In Lafayette County, Mississippi, Is In Conformance With The Design Requirements Of The Subdivision Regulations And Specific Conditions Imposed On This Development, And Takes Into Account All Applicable Federal, State, And Local Laws And Regulations.

Witness My Hand And Signature This _____ Day Of _____, 2024.

Kevin W. McLeod
Mississippi PE No. 15151

CITY ENGINEER'S CERTIFICATE

I Certify That LT2, LLC Has Complied With One Of The Following Alternatives for The Grove At Grand Oaks Phase VIII - Part III 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 _____ Day Of _____, 2024.

John Crawley
City Engineer, City Of Oxford

CITY OF OXFORD, COUNTY OF LAFAYETTE, STATE OF MISSISSIPPI

Approved And Recommended For Acceptance By The City Of Oxford Planning Commission, This

The _____ Day Of _____, 2024.

Chairman,
City Of Oxford Planning Commission

CITY OF OXFORD, COUNTY OF LAFAYETTE, STATE OF MISSISSIPPI

Approved And Accepted By The City Of Oxford Board Of Aldermen,

This The _____ Day Of _____, 2024.

Robyn Tannehill
Mayor, City Of Oxford

COUNTY OF LAFAYETTE, STATE OF MISSISSIPPI

Personally Appeared Before Me, Mike Roberts, Chancery Clerk, In And For Lafayette County, Mississippi, Larry L. Britt, Managing Member Of LT2, LLC, Who Executed The Herein Owner's Certificate That Was Signed And Delivered Of His Own Free Act And Deed. And Also Appeared Joseph Chad Mayer, 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 _____, 2024

Mike Roberts
Chancery Clerk

COUNTY OF LAFAYETTE, STATE OF MISSISSIPPI

I, Mike Roberts, Chancery Clerk, In And For Lafayette County, Mississippi, Hereby Certify That This Instrument Was Filed For Record In My Office At _____ O'clock On The _____ Day Of _____, 2024, And Was Duly Recorded In Plat Cabinet _____, Side _____.

Witness My Hand And Signature This The _____ Day Of _____, 2024

Mike Roberts
Chancery Clerk

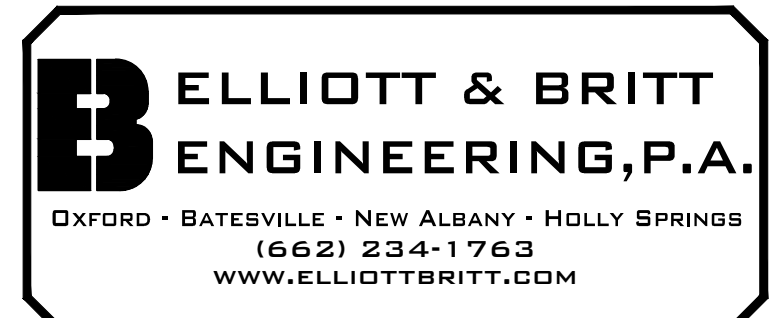
RESTRICTIVE COVENANTS

Recorded In Instrument No. 2013-9952, Of The Land Records In The Chancery Clerk's Office Of Lafayette County, Mississippi.

THE GROVE AT GRAND OAKS
PHASE VIII - PART III

DESCRIPTION: A 3.05 acres, more or less parcel of land located in the Northeast Quarter (NE 1/4) of Section 3, Township 9 South, Range 3 West in the City of Oxford, Lafayette County, Mississippi and being more particularly described as follows:

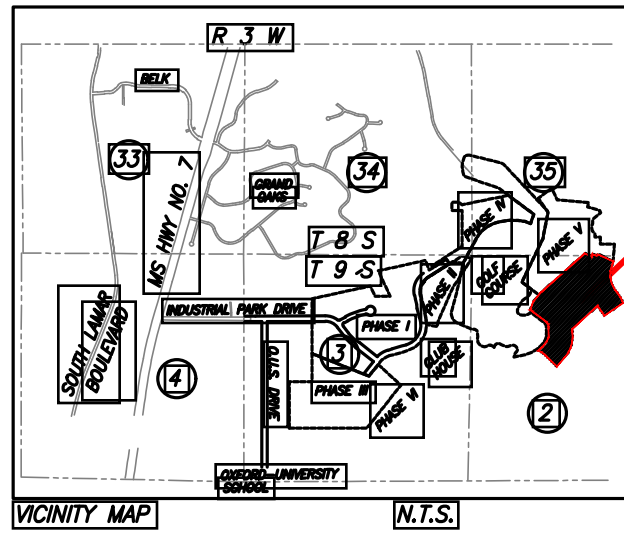
Begin at a 1/2" rebar found 1,013.51 feet South of and 942.17 feet West of a concrete post found at the Northeast Corner of Section 3, Township 9 South, Range 3 West in the City of Oxford, Lafayette County, Mississippi; run thence S 79°41'52" W for a distance of 155.00 feet to a 1/2" rebar set on the south right-of-way line of Torrey Pines Loop and at the beginning of a circular curve to the left; run thence along said south right-of-way line and said circular curve to the left for an arc length of 78.84 feet to a 1/2" rebar set at the end of said curve and at the beginning of a circular curve to the right, said circular curve to the left having a chord direction of N 15°26'08" W, a chord length of 78.74 feet and a radius of 440.00 feet; run thence along said circular curve to the right and along said south right-of-way line for an arc length of 29.77 feet to a 1/2" rebar set at the end of said curve and on the south right-of-way line of Pine Valley Lane, said circular curve to the right having a chord direction of N 13°32'51" E, a chord length of 28.04 and a radius of 25.00 feet; run thence N 13°32'39" W, leaving said south right-of-way line, for a distance of 57.05 feet to a 1/2" rebar set on the north right-of-way line of said Pine Valley Lane; run thence N 47°39'49" E, along said north right-of-way line, for a distance of 60.82 feet to a 1/2" rebar set; run thence N 42°20'11" W, leaving said north right-of-way line, for a distance of 120.00 feet to a 1/2" rebar set; run thence N 47°39'49" E for a distance of 440.06 feet to a 1/2" rebar found; run thence S 10°04'37" E for a distance of 13.98 feet to a 1/2" rebar found; run thence S 15°54'04" E for a distance of 56.88 feet to a 1/2" rebar found; run thence S 21°06'58" E for a distance of 61.41 feet to a 1/2" rebar set on the north right-of-way line of Pine Valley Lane; run thence S 25°07'10" E, leaving said north right-of-way line, for a distance of 52.07 feet to a 1/2" rebar set on the south right-of-way line of said Pine Valley Lane; run thence S 31°51'54" E, leaving said south right-of-way line, for a distance of 78.28 feet to a 1/2" rebar found; run thence S 35°11'14" E for a distance of 43.36 feet to a 1/2" rebar found; run thence S 47°39'49" W for a distance of 310.47 feet to a 1/2" rebar set; run thence S 07°02'55" W for a distance of 73.98 feet to the point of beginning, said tract containing 3.05 acres, more or less.



Final Plat of Subdivision:
**The Grove at Grand Oaks,
Phase VIII - Part III**
LT2, LLC - Owner City of Oxford, Lafayette County, Mississippi

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ENGINEER
KWM
DATE
08/2024

Sheet
1 of 2



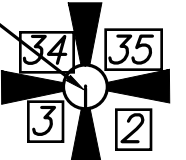
PROJECT SITE

SCALE 1" = 100'

**PHASE VIII
PART III
±3.05 ACRES**

**ZONED: PUD-SMF
PARCELS 7A & 7B**

Point of Commencement
A concrete post found marking the
NE Crn of Sec. 3, T-9-S, R-3-W
Lafayette County, Mississippi



Line #	Length	Direction
L3	43.36	S35°11'14"E
L4	78.28	S31°51'54"E
L5	52.07	S25°07'10"E
L6	61.41	S21°06'58"E
L7	56.88	S15°54'04"E
L8	13.98	S10°04'37"E
L21	126.88	N79°41'52"E
L22	155.00	S79°41'52"W
L23	28.12	N79°41'52"E
L31	60.82	N47°39'49"E
L32	57.05	N13°32'39"W

Curve No.	Length	Radius	Chord Direction	Chord Length
C25	29.77	25.00	N13°32'51"E	28.04
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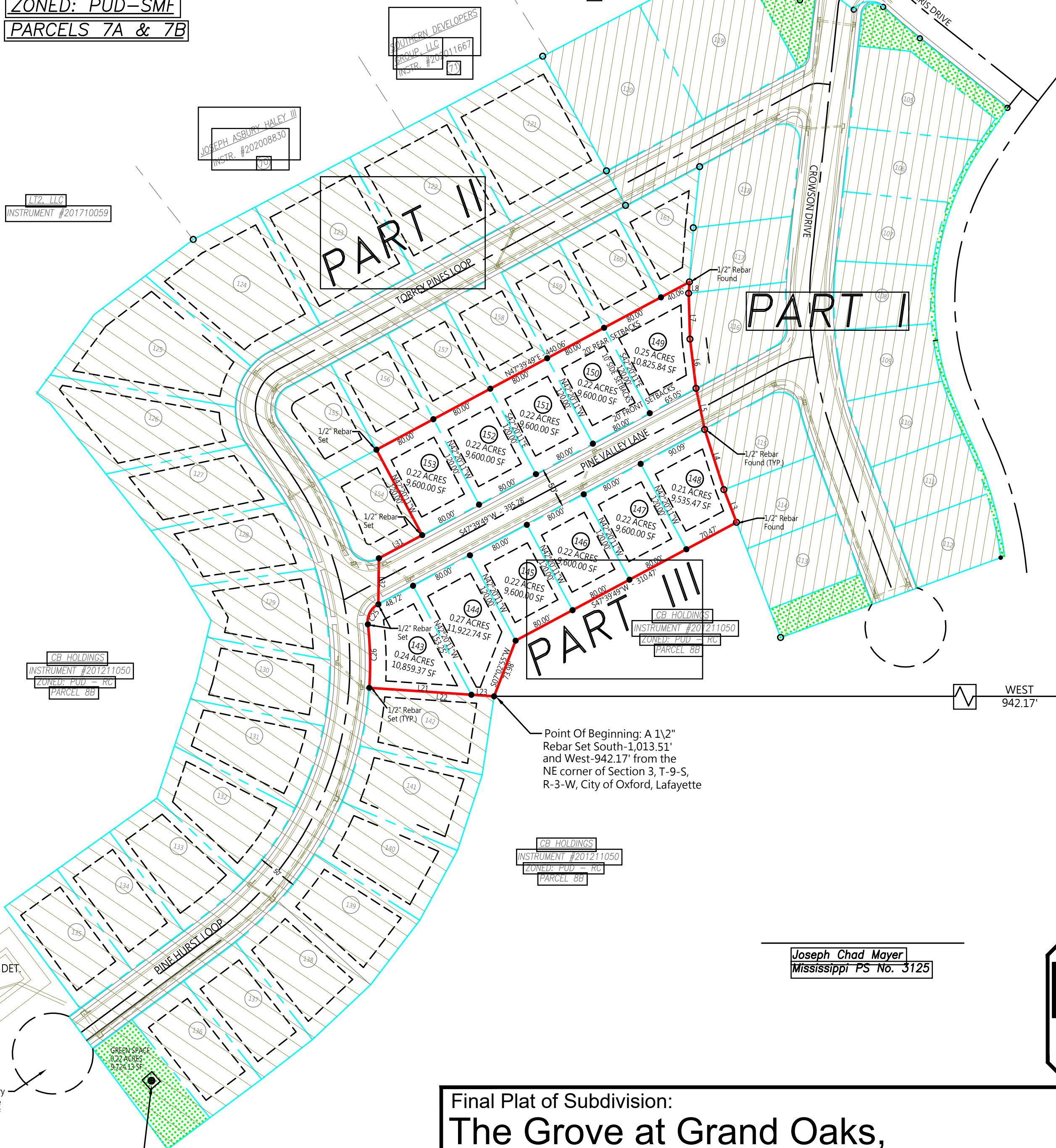
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- NOTES:**
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 - THIS PROPERTY IS SUBJECT TO ALL ROAD AND UTILITY EASEMENTS AND RIGHTS-OF-WAY OF RECORD.
 - ALL SETBACKS WILL ALSO SERVE AS UTILITY AND DRAINAGE EASEMENTS TO BE MAINTAINED BY LT2, LLC AND HOME OWNER'S ASSOCIATION.
 - BUILDING SETBACKS FOR LOTS ARE AS FOLLOWS:
FRONT - 20 FEET, REAR - 20 FEET, SIDES - 10 FEET, (LOT 150 TYPICAL)
 - THIS PROPERTY DOES NOT LIE IN A FLOOD HAZARD AREA ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 2807C0259C, PANEL NO. 259, EFFECTIVE DATE NOVEMBER 26, 2010.
 - THIS PROPERTY IS A CLASS "B" SURVEY AS SET FORTH IN ACCURACY FOR CONDITION "A" AS SET FORTH IN APPENDIX "B" OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF MISSISSIPPI.
 - THIS SURVEY MEETS THE CONDITIONS OF CLOSURE AND APPENDIX "A" OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF MISSISSIPPI.
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 - ALL OF THE SURVEY CALLS ARE EITHER DEED CALLS OR MEASURED CALLS ESTABLISHED BY THIS SURVEY.
 - 1/2" REBAR SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
 - DATE OF FIELD SURVEY: 5-27-20.
 - THE CITY OF OXFORD MAINTENANCE FOR STORM DRAINAGE ENDS AT THE STREET RIGHT-OF-WAY LINE.
 - DETENTION POND CAN NOT BE ALTERED TO CHANGE THE AMOUNT OF DETENTION AT ANY TIME. THIS AREA IS PART OF THE SUBDIVISION SYSTEM AND IS SHOWN AS GREEN SPACE FOR A DRAINAGE EASEMENT AS NEEDED.
 - ALL GREEN SPACE AREAS SHALL BE MAINTAINED BY LT2, LLC AND HOA.
 - LOTS 105 - 112 WILL NOT BE GRANTED ACCESS TO CR403 (BELL RIVER ROAD).

Construction of Temporary
Cut-De-Sac Subject to the
Construction Time Line of
Future Phases.

Permanent Easement: Sewer Lift Station to
be Owned and Maintained by The City of
Oxford per Indemnity Agreement Dated
Dated July 21, 2016.



Point Of Beginning: A 1/2"
Rebar Set South-1,013.51'
and West-942.17' from the
NE corner of Section 3, T-9-S,
R-3-W, City of Oxford, Lafayette

Joseph Chad Mayer
Mississippi PS No. 3125

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Final Plat of Subdivision:
**The Grove at Grand Oaks,
Phase VIII - Part III**
LT2, LLC - Owner City of Oxford, Lafayette County, Mississippi

DRAWN	ALC
CHECKED	JCM
ENGINEER	KWM
DATE	08/2024

Sheet
2 of 2



OXFORD
GENERAL
GOVERNMENT

MEMORANDUM

To: Board of Aldermen

From: Mark Levy, PLA

CC: Bart Robinson, PE

Date: September 17, 2024

Re: Consider request from JP Corp General Contractors for final acceptance of Oxford Conference terrace.

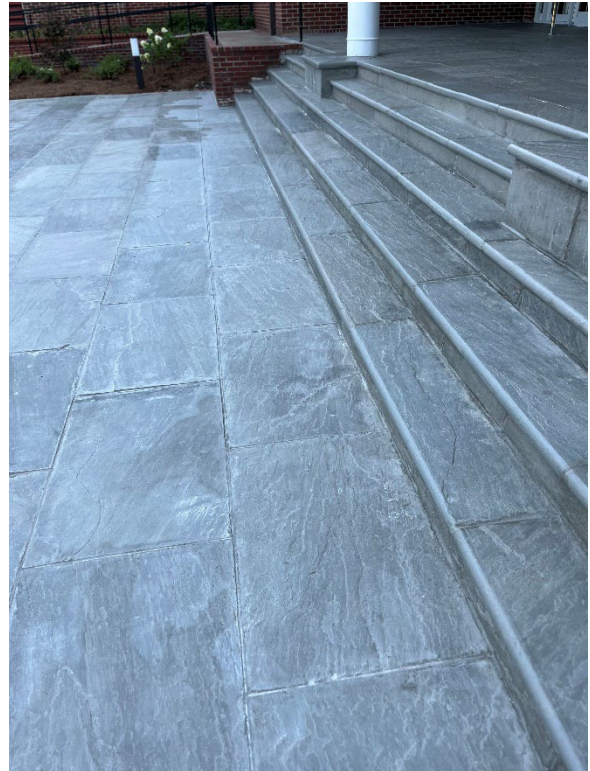
J.P Corp General Contractors is requesting final acceptance for the Oxford Conference Center Terrace project. The project reached substantial completion within the contracted timeline (August 15th), and all punch list items have been satisfactorily completed.

I recommend approval of request and acceptance of maintenance of the Conference Center terrace.

Before



After





August 30, 2024

Owner:

City of Oxford
107 Courthouse Square
Oxford, MS 38655

Project Name:

Oxford Conference Center Terrace Renovation
102 Ed Perry Boulevard
Oxford, MS 38655

Substantial Completion Letter

Mark,

J.P. Corp General Contractors reached substantial completion by the project deadline of August 15th, 2024. Since that date J.P. Corp General Contractors has diligently completed all punch list items and reached final completion. As a result, we are now requesting final payment in the amount of \$8,996.25. If applicable, warranties for the completed work will begin on September 3, 2024. We appreciate your prompt attention to this matter and look forward to receiving the final payment soon.

Sincerely,

A handwritten signature in blue ink, appearing to read "Josh Parker", is written over the word "Sincerely,".

Josh Parker, President

J.P. Corp General Contractors

**RESOLUTION OF OXFORD, MISSISSIPPI
REGARDING ACCEPTANCE OF PUNKIN WATER ASSOCIATION, INC.
SYSTEM**

The Board took up for consideration the acceptance of the Punkin Water Association, Inc. system (“Punkin”) the City of Oxford, Mississippi, upon due consideration, adopts the following Resolution, which was first reduced to writing:

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF OXFORD, MISSISSIPPI, APPROVING THE
ACCEPTANCE OF THE PUNKIN WATER ASSOCIATION, INC.
SYSTEM, AND THE EXECUTION OF THE CLOSING
DOCUMENTS ASSOCIATED WITH SAID TRANSACTION.**

WHEREAS, the City of Oxford and Punkin previously entered into a contract for the transfer of the Punkin system to the City of Oxford upon the approval of the Mississippi Public Service Commission (“PSC”); and

WHEREAS, the PSC has approved the expansion and transfer of the Punkin area certificate to the City of Oxford; and

WHEREAS, the City of Oxford and Punkin now wish to close said transaction and transfer all personal and real property belonging to Punkin to the City of Oxford less cash on hand, which will be used to administratively dissolve Punkin and once complete all remaining funds will be paid over to the City of Oxford and shall be used to pay the costs incurred by the City of Oxford to improve the Punkin system; and

WHEREAS, the City of Oxford determines and finds that the acceptance of the Punkin system is necessary and desirable for the City’s overall purpose and plan of providing present and future utility service to the general public and for added fire protection benefits to Punkin and the City.

NOW, THEREFORE, BE IT RESOLVED BY the Mayor and Board of Aldermen of the City of Oxford, Mississippi, as follows:

1. The City hereby approves the acceptance of the Punkin Water

Association, Inc. system including all real and personal property of same;
and

2. The City authorizes the Mayor to execute all closing documents prepared upon the advice of counsel.

After full discussion of this matter, Alderman _____ moved that the foregoing Resolution be adopted and said motion was seconded by Alderman _____, and upon the question being put to a vote, the vote was as follows:

Alderman Addy	_____
Alderman Huelse	_____
Alderman Hyneman	_____
Alderman Atkinson	_____
Alderman Taylor	_____
Alderman Bailey	_____
Alderman Crowe	_____

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi; on this, the ____ day of _____, 2024.

Robyn Tannehill, Mayor

Ashley Atkinson, City Clerk



OXFORD
GENERAL
GOVERNMENT

MEMORANDUM

To: Board of Aldermen

From: Mark Levy, PLA

CC: Bart Robinson, PE

Date: September 17, 2024

Re: Consider quotes for the construction of a wooden privacy fence at the Oxford Memorial Cemetery

Below is a quote tabulation for an eight foot tall, treated pine, shadowbox fence for the Oxford Memorial Cemetery. The fence will run approximately 807 linear feet, from the underground pipe on the east side of the project to the west property line. The wooden fence will be located as close to the existing chain link fence as possible on the south side of the ditch.

	Company	Description	Price
1	Top Rail Fence	8' pine pressure treated shadowbox style	\$32,280.50
2	Columbus Fence Company, LLD	8', 4" x 3" post, 2" x 4" framework, and 8' dogear pickets	\$46,000.00
3	Oxford Fence Company	8' high 5.5" wide dog ear picket spaced 2" apart (5/8" picket)	\$32,650.00

RESOLUTION OF OXFORD, MISSISSIPPI
REGARDING SALE OF CITY PROPERTY NOT NEEDED FOR MUNICIPAL
PURPOSE

The Board took up for consideration the disposition of certain real property owned by the City (fully described in attached Exhibit “A”), and the City of Oxford, Mississippi, upon due consideration, adopts the following Resolution, which was first reduced to writing:

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF
THE CITY OF OXFORD, MISSISSIPPI, FINDING CITY
PROPERTY SURPLUS AND AUTHORIZING APPRAISALS AND
SALE OF PROPERTY PURSUANT TO MISS. CODE ANN. § 21-17-
1(2)**

WHEREAS, the City of Oxford has the power to sell and convey real property owned by it, and make such order respecting the same as may be deemed conducive to the best interest of the City, pursuant to Miss. Code Ann. § 21-17-1; and

WHEREAS, the City of Oxford wishes to sell and convey a certain piece of unopened South 13th Street, as described in the contract attached as Exhibit “A” (all the “Property”); and

WHEREAS, the City of Oxford determines and finds that the Property, as described, is not needed for municipal or related purposes and it is not to be used in the operation of the City, and is therefore surplus; and

WHEREAS, the City of Oxford determines and finds that the sale of Property in the manner otherwise provided by law is not necessary or desirable for the City’s financial welfare; and

WHEREAS, the City of Oxford further determines and finds that use of the Property for the purpose of which it is to be sold will promote and foster the development and improvement of the City and the civic and economic welfare thereof; and

WHEREAS, the City of Oxford wishes to sell and convey the Property in the manner set forth in Miss. Code Ann. § 21-17-1(2)(b), and therefore must value the property to be sold or conveyed in the manner provided by law; and convey the property to J.W. McCurdy; and

NOW, THEREFORE, BE IT RESOLVED BY the Mayor and Board of Aldermen of the City of Oxford, Mississippi, as follows:

1. The City hereby declares the Property surplus and not needed for City or related purposes; and
2. The City hereby authorizes two professional property appraisers to appraise the Property; and
3. The City authorizes the sale of the Property to J.W. McCurdy for a sale price of \$10,600.00, not including closing costs.

After full discussion of this matter, Alderman _____ moved that the foregoing Resolution be adopted and said motion was seconded by Alderman _____, and upon the question being put to a vote, the vote was as follows:

Alderman Addy	_____
Alderman Huelse	_____
Alderman Hyneman	_____
Alderman Howell-Atkinson	_____
Alderman Taylor	_____
Alderman Bailey	_____
Alderman Crowe	_____

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi; on this, the ____ day of _____, 2024.

Robyn Tannehill, Mayor

Ashley Atkinson, City Clerk

Exhibit A

Description: A tract of land being a fraction of unopened South 13th street and also being a fraction of the Northwest Quarter (NW 1/4) of Section 28, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi; being described in more detail as follows:

Commencing at a concrete monument found marking the Southwest corner of the Northwest Quarter (NW 1/4) Section 28, Township 8 South, Range 3 West, Lafayette County, City of Oxford Mississippi; run thence N 74°25'27" E for a distance of 2,319.46 feet to a 1/2" rebar found, said rebar being the Point of Beginning of this description; run thence N 08° 54' 21" E for a distance of 98.68 feet to a 1/2" iron pipe found; run thence S 78° 39' 21" E for a distance of 31.34 feet to a 1/2" rebar found; run thence S 09° 40' 44" W for a distance of 97.37 feet to a point; run thence N 81° 03' 24" W for a distance of 30.00 feet to the Point of Beginning of the herein described tract of land. Said tract contains 0.07 acre, more or less.

CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE

BY THIS CONTRACT, entered into this the _____ day of October, 24th (the "Contract"), the City of Oxford, Mississippi, a Mississippi municipal corporation (together as the "City" or "Seller"), agrees to sell to J.W. McCurdy ("Buyer"), and J.W. McCurdy agrees to purchase from Seller the property described and, on the terms, and conditions contained herein, and pursuant to the resolution of the Mayor and Board of Aldermen of the City of Oxford, Mississippi, authorizing the sale of said property.

In consideration of the mutual promises and covenants contained herein, together with other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to the following:

1. **PROPERTY DESCRIPTION:** The property is described as a portion of unopened South 13th Street, approximately 98' x 30' in Lafayette County, Mississippi, more particularly described on Ex. A.
2. **PURCHASE PRICE:** The consideration for sale of the Property shall be \$10,600.00 given at Closing.
3. **TAXES:** Responsibility of ad valorem taxes, if any, on the Property shall be prorated with a credit given to the Seller as of the day of Closing.
4. **TITLE:** Seller shall transfer the Property with good and marketable title free of all liens, easements, covenants, encumbrances and defects, except those specifically accepted by the City, and conveyance shall be by general Warranty Deed.
5. **CLOSING DATE:** The date of closing ("Closing") shall be October 4, 2024. Possession of the Property will be given to Buyer at closing.
6. **CLOSING COSTS:** Except where specifically mentioned in this Contract, the Buyer shall be responsible for all expenses related to the closing, including the Seller's attorney fees. Buyer shall be responsible for the recording cost of the Warranty Deed and preparation of same.
7. **DELIVERIES:** The Seller shall furnish to the Buyer at or before closing:
 - a) Warranty Deed to the Property prepared at Buyer's expense;
8. **REPRESENTATIONS AND WARRANTIES:**
 - a) This Contract constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms, Seller has full power and authority to own the Property and to enter into and perform the terms and conditions of this Contract.

- b) All representations, conditions and agreements shall survive the closing and remain in full effect.

9. BREACH:

- a) In the event of a default or breach by Seller of any of the covenants or conditions or obligations of Seller under this Contract or in the event any of Seller's representations and warranties are not true and correct as of Closing, Buyer shall give notice to Seller and may either declare this Contract null and void or pursue specific performance of the terms of this Contract as Buyer's sole remedies.
- b) In the event of a default or breach by Buyer of the obligations of Buyer under this Contract, Seller shall have the right to sue for specific performance (which shall include Buyer purchasing the property under the terms hereof) or damages.

10. ENTIRE AGREEMENT; NON-WAIVER: This Contract constitutes the entire and final agreement of the parties, incorporates all prior agreements between the parties and cannot be modified except by their written consent. Each party acknowledges that it has read and understands the terms and conditions of this Contract. No waiver by a party of any provision of this Contract shall be deemed to have been made unless in writing, and any such waiver shall not operate as a waiver of any other right, power or privilege under this Contract.

11. CHOICE OF LAW: The terms, conditions and provisions of this Contract shall be construed according to the laws of the State of Mississippi.

12. AGENTS: Seller and Buyer represent and warrant that they have not engaged the services of any agent, broker, or similar party in connection with this transaction.

13. COUNTERPARTS: This Contract may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute but one and the same instrument.

SO AGREED AND ENTERED into on the date shown above.

SELLER

BUYER

The City of Oxford, Mississippi

J.W. McCurdy

By: Robyn Tannehill, Mayor

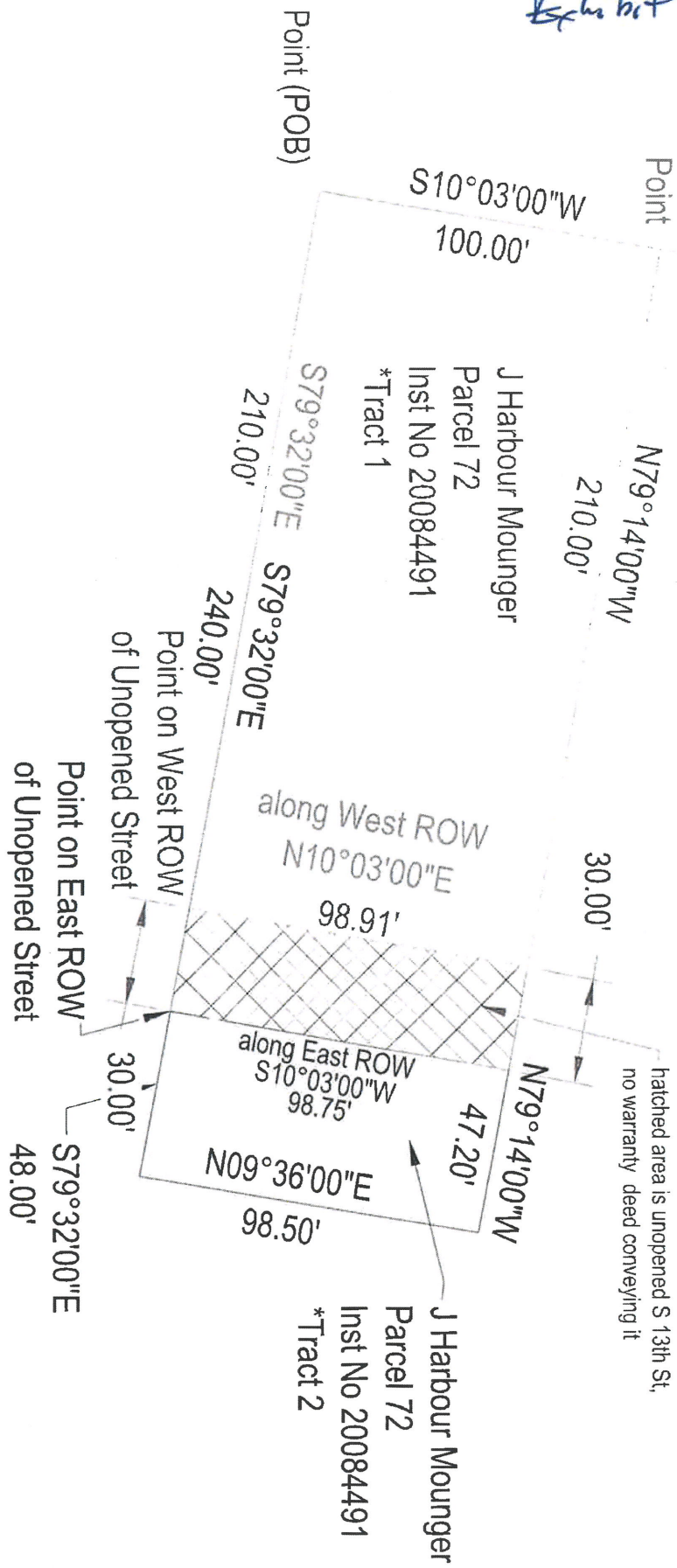
Attest: Ashley Atkinson, Clerk

Exhibit A

Description: A tract of land being a fraction of unopened South 13th street and also being a fraction of the Northwest Quarter (NW 1/4) of Section 28, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi; being described in more detail as follows:

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Exhibit "A"



PREPARED BY AND RETURN TO:
NEMEPA
1389 Cooperative Way
Oxford, MS 38655
662-234-6331

EASEMENT

GRANTOR

City of Oxford
107 Courthouse Square
Oxford, MS 38655
Telephone: (662) 232-2359

GRANTEE

NEMEPA
1389 Cooperative Way
Oxford, MS 38655
Telephone: 662-234-6331

INDEXING INFORMATION: SW Quarter of Section 5, Township 9 S, Range 3 W,
Lafayette County, Mississippi.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned the City of Oxford,
Grantors, for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby
grant unto North East Mississippi Electric Power Association, A Corporation (hereinafter called the
“Cooperative,”) 10 Private Road 2050, Oxford, Mississippi, and to its successors or assigns, the right to
enter upon the lands of the undersigned situated in the County of Lafayette, State of
Mississippi, and more particularly described as follows:

A tract of land approximately 184 acres in area, located 3.30 miles in a SW direction
from the Town of Oxford, MS, and further described as being in Sec. 5,
Township 9 S, Range 3 W, 1/4 Sec. SW.

and to construct, reconstruct, rephase, repair, operate and maintain the above described land and/or in or
upon all streets, roads or highways abutting said land, and electric transmission and/or distribution lines
or system; to cut, trim and control the growth by chemical means, machinery or otherwise, of trees and
shrubbery located within 20 feet of said lines or system including but not limited to all guy leads and
lengths, even if said guy leads and lengths exceed the boundary above specified, or systems (including
control of growth of other vegetation on the right-of-way which may incidently and necessarily result
from the means of control employed): and to license, permit, or otherwise agree to the joint use of
occupancy of the line or system by any other person, association or corporation for electrification, cable,
TV, fiber optics, or telephone purposes.

The undersigned agree that all poles, wires and other facilities including any main service entrance equipment, installed on the above described lands shall remain in the property of the Cooperative, removable at the option of the Cooperative upon termination of service to or on said lands.

The undersigned covenant that they are the owners of the above described lands, and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS THEREOF, the undersigned have set their hands and seals this the ____ day of _____, 20____.

GRANTOR

GRANTOR

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 _____, who acknowledged that he/she/they executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission Expires: _____

(SEAL)

SIGNED, SEALED AND DELIVERED in the presence of:

WITNESS

Address

Phone Number

STATE OF MISSISSIPPI
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, _____, one of the subscribing witnesses to the above and foregoing instrument who, being first duly sworn, state that (he)(she) saw the above named _____, whose name is subscribed thereto, sign and deliver the same to _____ (Or that (he)(she)) heard _____ acknowledge that (he)(she) signed and delivered the same to _____; and that the affiant subscribed (his)(her) name as witness thereto in the presence of _____.

NOTARY PUBLIC

My Commission Expires: _____

(SEAL)

Demolition Specialist, LLC

P.O. Box 103
Taylor, MS 38673
dsoxford@gmail.com

Estimate

ADDRESS

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

ESTIMATE # 1179

DATE 09/13/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
09/13/2024	Asbestos Inspection	Asbestos & Lead Inspection of the Oxford Police Department in Oxford, MS	1	1,250.00	1,250.00
				TOTAL	\$1,250.00

Accepted By

Accepted Date



CLA

Corbett Legge & Associates, PLLC
Mechanical & Electrical Engineers

September 12, 2024

Mr. Mark Levy
Director of Special Projects
City of Oxford
Office: (662) 236-1206
mlevy@oxfordms.net

RE: Agreement for Engineering Services
Old Oxford Police Station MEP Evaluation

Dear Mr. Levy,

We appreciate this opportunity to provide a proposal for engineering services to review the existing conditions of the mechanical, plumbing and electrical systems at the Old Oxford Police Station. We propose to furnish you the following services for this project:

- Perform a site visit to review the existing conditions of the mechanical, plumbing and electrical system.
- Providing an Existing Conditions Report identifying the conditions of the MEP systems.
- Provide an estimate of the lifespan remaining for each system and equipment.
- Review systems in regard to the current building code (2018 International Building Code) and note of any deficiencies.
- Note general items that indicate issues that could affect the intended operations of systems.

Based on the scope of this, we propose a lump sum fee of **\$3,500.00** for the scope indicated above.

It is our understanding that we will be able to document existing conditions (written and digital pictures). It is also our understanding that you will provide existing building drawings to us for our use if available.

If our scope of services is changed by the owner (in writing), we will bill you hourly for these services at our 2024 rate schedule. A copy of our 2024 rates for key personnel is included as Attachment 1.

We will invoice you upon completion of the existing conditions report. It is our expectation that you will review the invoices and advise us in writing of any discrepancies or questions within ten (10) days of receipt. Invoices will be due and payable upon receipt.

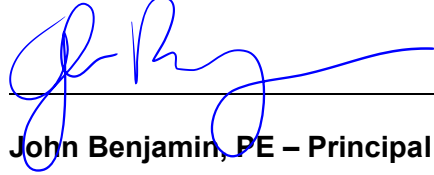
This proposal letter and attachments represent the entire understanding between you and us in respect to the project and may only be modified in writing, signed by both of us.

September 12, 2024
Mr. Mark Levy
Oxford Conference Center Boiler Replacement
Page 2 of 2

We appreciate the opportunity to provide you with this proposal. If all of this is satisfactory you, please sign one copy of this letter and return it to us.

We are looking forward to working with you.

Sincerely,



John Benjamin, PE – Principal

September 12, 2024

Date

ACCEPTED:

Authorized Agent – City of Oxford

Date



CLA

Corbett Legge & Associates, PLLC
Mechanical & Electrical Engineers

ATTACHMENT #1

2024 CLA Hourly Rates

ENGINEERING

Engineer ~ Licensed Engineer with varying range of experience, capabilities, and leadership, primarily engaged in project management, design, production, and/or construction administration.

Level 1 - \$246 (Creig Corbett, PE, Joseph Legge, PE & John Benjamin, PE)

Level 2 - \$179 (Andy Walker, PE, Keith Bryant, PE)

Level 3 - \$131 (no employee at this rate)

Engineer in Training ~ Non-licensed individual with an associates or professional degree, actively involved in the NCEES Engineering in Training Program, primarily engaged in project design, production and/or construction administration.

Level 1 - \$121 (no employee at this rate)

Level 2 - \$110 (Christian Sheffield)

Level 3 - \$100 (Reed McNeal)

Designer / Technician ~ Non-licensed individual with a varying range of professional education, capability and/or experience, primarily engaged in project design and production.

Level 1 - \$152 (David Howe, LC)

Level 2 - \$136 (Robert Wright)

Level 3 - \$103 (George Westmoreland, Eric Roberson, Stacy Caldwell, Steven Billips)

PROJECT ADMINISTRATION / CONSTRUCTION ADMINISTRATION

Project Administrator ~ Non-licensed individual with a varying range of project administration experience, primarily engaged in a direct support role to the project team and/or as a project administrator.

Level 1 - \$88 (Wynoka Earp)

Level 2 - \$66 (no employee at this rate)

Level 3 - \$57 (no employee at this rate)

Construction Administrator ~ Non-licensed individual with a varying range of construction administration experience, primarily engaged in a direct support role to the project team.

Level 1 - \$126 (Eric Blake)

Level 2 - \$67 (no employee at this rate)

Level 3 - \$62 (no employee at this rate)

We will invoice expenses incurred at the following rates:

- Consulting engineering fees at our cost.
- Automobile mileage at \$0.655 per mile.
- Travel, meals and lodging at cost.
- Postage and shipping at cost.
- Reproduction done outside our office at cost.



OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Aldermen

From: John Crawley, City Engineer

CC: Bart Robinson, P.E., COO/ Hollis Green, Director, Development Services
Rob Neely, P.E., General Manager, Oxford Utilities

Date: September 17, 2024

Re: Request to Approve Change Order 1 & Final for the Punkin Water
Distribution Improvements Project

Engineering requests the approval of Change Order No. 1 & Final for the above-captioned project. This change order is the final quantity adjustment for this project and would decrease the total contract price by \$17,086.20. The project is substantially complete.

CHANGE ORDER NO.: 1 & FINAL

Owner: City of Oxford Owner's Project No.: None
 Engineer: Daniels & Associates, Inc. Engineer's Project No.: None
 Contractor: Eubank Construction Co., Inc. Contractor's Project No.:
 Project:
 Contract Name: Acquisition of Punkin Water Association/Water Distribution Extension
 Date Issued: September 9, 2024 Effective Date of Change Order: September 17, 2024

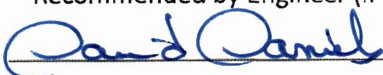
The Contract is modified as follows upon execution of this Change Order:

Description: *Adjust contract quantities to those actually installed.*

Attachments: *Sheet CO-1 recapping item quantities added and deleted.*

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>924,124.10</u>	Original Contract Times: Substantial Completion: <u>170 days (03/05/2024)</u> Ready for final payment: <u>180 days (03/15/2024)</u>
{Increase} {Decrease} from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$ <u>0.00</u>	{Increase} {Decrease} from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: <u>0 days</u> Ready for final payment: <u>0 days</u>
Contract Price prior to this Change Order: \$ <u>924,124.10</u>	Contract Times prior to this Change Order: Substantial Completion: <u>170 days (03/05/2024)</u> Ready for final payment: <u>180 days (03/15/2024)</u>
{Increase} {Decrease} this Change Order: \$ <u>17,086.20</u>	{Increase} {Decrease} this Change Order: Substantial Completion: <u>0 days</u> Ready for final payment: <u>0 days</u>
Contract Price incorporating this Change Order: \$ <u>907,037.90</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>170 days (03/05/2024)</u> Ready for final payment: <u>180 days (03/15/2024)</u>

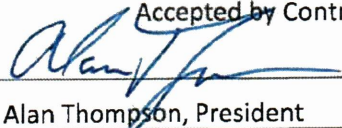
Recommended by Engineer (if required)

By: 
 Title: David Daniels, PE
 Date: 9/9/2024

Authorized by Owner

By: _____
 Title: John Crawley, City Engineer
 Date: _____

Accepted by Contractor


 Alan Thompson, President

Approved by Funding Agency (if applicable)

Not Applicable

**CITY OF OXFORD
ACQUISITION OF PUNKIN WATER ASSOCIATION
WATER DISTRIBUTION EXTENSION
CHANGE ORDER NO. 1 & FINAL
SEPTEMBER 9, 2024**

ITEMS INCORPORATING OWNER FURNISHED MATERIALS

Additions

Item No.	Item	Quantity	Unit	Unit Price	Amount
2	16" Ductile Iron Pipe, CL. 350 (5' to 8' Cover Depth)	180.0	L.F.	\$30.00	\$5,400.00
5	8" Ductile Iron Pipe, CL. 350	15.0	L.F.	22.00	330.00
19	Ductile Iron Fittings	894.0	Lbs.	5.00	4,470.00
20	16" Set Screw Retainer Gland	4.0	Each	90.00	360.00
25	3" Set Screw Retainer Gland	5.0	Each	25.00	125.00
Subtotal - Additions					\$10,685.00

Deletions

Item No.	Item	Quantity	Unit	Unit Price	Amount
1	16" Ductile Iron Pipe, CL. 350 (3' to 4' Cover Depth)	230.0	L.F.	\$25.00	\$5,750.00
3	16" Ductile Iron Pipe, CL. 350 (8' to 12' Cover Depth)	40.0	L.F.	85.00	3,400.00
7	4" Ductile Iron Pipe, Cl. 350	26.0	L.F.	15.00	390.00
9	3/4" Copper Service Line, Type "K"	235.0	L.F.	11.00	2,585.00
11	16" Gate Valve & Box	1.0	Each	2,200.00	2,200.00
12	8" Gate Valve & Box	1.0	Each	1,000.00	1,000.00
16	3/4" Corporation Stop	1.0	Each	200.00	200.00
17	3/4" Curb Valve	1.0	Each	215.00	215.00
18	Cast Iron Meter Box	1.0	Each	90.00	90.00
22	8" Set Screw Retainer Gland	1.0	Each	45.00	45.00
24	4" Set Screw Retainer Gland	2.0	Each	25.00	50.00
Subtotal - Deletions					\$15,925.00

ITEMS INCORPORATING CONTRACTOR FURNISHED MATERIALS

Additions

Item No.	Item	Quantity	Unit	Unit Price	Amount
8	12" Steel Casing Bored (1 Site)	11.0	L.F.	\$310.00	\$3,410.00
Subtotal - Additions					\$3,410.00

Deletions

Item No.	Item	Quantity	Unit	Unit Price	Amount
4	8" x 8" Wet Tap Assembly	1.0	Each	\$6,000.00	\$6,000.00
9	2" PVC Casing Bored (1 Site)	30.0	L.F.	140.00	4,200.00
22	Tracer Wire	354.0	L.F.	0.30	106.20
23	Tracer Wire Test Station	3.0	Each	150.00	450.00
24	Solid Bermuda Sod	600.0	S.Y.	6.00	3,600.00
26	Silt Fence	100.0	L.F.	4.00	400.00
27	Wattles	100.0	L.F.	5.00	500.00
Subtotal - Deletions					\$15,256.20

Summary

1.	Additions	\$14,095.00
2.	Deletions	(\$31,181.20)
NET DELETIONS CHANGE ORDER NO. 1 & FINAL		(\$17,086.20)


Punkin Water Distribution Contract

ddaniels@danielsassociates.com <ddaniels@danielsassociates.com>

Mon 9/9/2024 1:28 PM

To: John Crawley <john@oxfordms.net>; Rob Neely <rneely@oxfordms.net>

Cc: Allison Ferris <allison@oxfordms.net>

 2 attachments (2 MB)

Oxford - Punkin Water DISTRIBUTION - PAY ESTIMATE 8.pdf; Change Order No. 1 & Final Punkin Distribution.pdf;

Attached is change order no. 1 and final for the Punkin Water distribution contract. The change order is for a net deduct in the contract amount after final adjustment of unit price contract quantities. The contract time has not been altered by the change order since Eubank's request for a time extension earlier in the year was denied. The substantial completion date was July 2, 2024, per the Certificate of Substantial completion which I forwarded to your earlier. The final completion date (completion of the punch list) was August 30, 2024.

Also attached is Eubank Construction's partial payment request no. 8 and final for the project.

This contract is now 100% complete.

David Daniels, PE
[Daniels & Associates, Inc.](#)
720 North Lamar Boulevard, Unit 4
Oxford MS 38655
662-236-3981



OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Aldermen

From: John Crawley, City Engineer

CC: Bart Robinson, P.E., COO/ Hollis Green, Director, Development Services

Date: September 17, 2024

Re: Agreement for Engineering Services Related to Intersection Improvements:
Proposed Roundabout at North Lamar Blvd. and Molly Barr Road

Engineering requests permission to enter into an agreement with Elliott & Britt Engineering, PA for the design and construction oversight of a proposed roundabout at the above-captioned intersection. The agreement would include a “not to exceed cap” of \$250,000.00 and is attached.

AGREEMENT
FOR
ENGINEERING SERVICES
FOR
INTERSECTION IMPROVEMENTS
AT
NORTH LAMAR BLVD. AND MOLLY BARR ROAD

OXFORD, MISSISSIPPI

THIS AGREEMENT, entered into this the ____ day of _____, 2024, by and between the CITY OF OXFORD, MISSISSIPPI, hereinafter called the "OWNER" and ELLIOTT & BRITT ENGINEERING, P.A., herein after called the "ENGINEER".

WITNESSETH THAT:

WHEREAS, the OWNER intends to:

Replace existing traffic signal with a roundabout at the intersection of North Lamar Blvd. and Molly Barr Road.

WHEREAS, the OWNER desires to engage the ENGINEER to provide technical and professional services as described hereinafter:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Employment of Engineer:

The OWNER hereby agrees to employ the ENGINEER and the ENGINEER hereby agrees to perform the technical and professional services set forth hereinafter in connection with Design and Construction Engineering Services.

2. Scope of Services:

The ENGINEER shall do, perform, and carry out in a satisfactory and proper manner such work as is required to complete the project in accordance with specific job tasks as follows:

Preliminary and Design Engineering:

- a. Meetings with OWNER, as needed, to gather information to prepare reports, exhibits, and plans.
- b. Perform field survey to acquire topography information.
- c. Prepare a civil site plan.
- d. Right-of-way mapping.

- e. Utility relocation design, as needed.
- f. Drainage Design.
- g. Layout design, etc.
- h. Civil Construction details.
- i. Preparing civil specifications.
- j. Preparing bid plans and documents.
- k. Assisting with advertising and bid opening.

Construction Engineering:

- a. On site inspections.
- b. Construction Administration.
- c. Layout staking.
- d. Soils and concrete materials testing.

3. Compensation for Engineering Services:

- a. The OWNER shall compensate the ENGINEER for Engineering services as follows on the portions of work described above.

ENGINEERING FEES:

LUMP SUM NOT TO EXCEED FEE: \$250,000.00

- b. Any work requested by the OWNER this is not included in the above Scope of Services will be billed at ENGINEER's hourly rates in place at the time the additional work is requested.

4. Payment:

The ENGINEER shall submit monthly or periodic statements to the OWNER requesting payment. Such requests shall be based upon the amount and value of work and services performed by the ENGINEER and shall be accompanied by supporting data as required by the OWNER.

5. Equal Employment Opportunity:

The ENGINEER will not discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. The ENGINEER will take

affirmative action to ensure that applicants are employed, without regard to their race, religion, sex, color or national origin. The ENGINEER shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the OWNER may require.

6. Interest of Engineer:

The ENGINEER covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The ENGINEER further covenants that in the performance of this Agreement, no person having such interest shall be employed.

7. Findings Confidential:

Any reports, information, data, etc., given to or prepared or assembled by the ENGINEER under this Agreement which the OWNER requests to be kept confidential shall not be made available to any individual or organization by the ENGINEER without prior written approval of the OWNER.

8. Termination for Breach:

In the event of breach of any condition or provision hereof, the OWNER or the Engineer shall have the right, by prior written notice, to terminate this Agreement. The OWNER shall without prejudice to any other rights or remedies, have the right to have the work called for hereby otherwise performed. The OWNER shall have the benefit of such work as may have been completed up to the time of such termination or cancellation, and with respect to any part which shall have been delivered to or accepted by the OWNER there shall be an equitable adjustment of compensation. In addition, an equitable adjustment shall be made as compensation for any amount of work or services performed by the ENGINEER to the date of such termination or cancellation but not accepted by the OWNER. All remaining conditions of the original Agreement shall remain in force.

9. Cancellation:

Irrespective of any default hereunder, the OWNER may also at any time with proven justifiable cause terminate the ENGINEER's employment hereunder and cancel the contract, in whole or in part, and in such event, the ENGINEER shall be entitled to receive compensation as specified herein for all work completed and accepted prior to such termination or cancellation, and in addition an equitable adjustment shall be made, as compensation for any amount of work or services performed by the ENGINEER to the date of such termination or cancellation but not accepted by the OWNER.

10. Interest by Members of City:

No member, officer, or employee of the OWNER during his tenure of office or for one year thereafter, shall have any interest, direct or indirect, in this contract or proceeds thereof.

IN WITNESS WHEREOF the OWNER and the ENGINEER have executed this Agreement as of the _____ day of _____, 2024.

ATTEST:


BOARD OF ALDERMEN OF THE CITY OF
OXFORD, MISSISSIPPI

City Clerk
(seal)


Mayor of City of Oxford, MS

ATTEST:

ELLIOTT & BRITT ENGINEERING, P.A.:



Angela R. Dorris
Office Manager



Larry L. Britt, PS, PE
Consulting Engineer



OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Aldermen

From: John Crawley, City Engineer

CC: Bart Robinson, P.E., COO/ Hollis Green, Director, Development Services

Date: September 17, 2024

Re: Agreement for Engineering Services for Pedestrian Signal Improvements:
Pedestrian Improvements at Bramlett Blvd. and University Avenue
Intersection

Engineering requests permission to enter into an agreement with Elliott & Britt Engineering, PA for the design and construction oversight of pedestrian safety improvements at the above-captioned intersection. The agreement would include a “not to exceed cap” of \$14,300.00 and is attached.

AGREEMENT
FOR
ENGINEERING SERVICES
FOR
PEDESTRIAN SIGNAL IMPROVEMENTS
AT
UNIVERSITY AVE. & BRAMLETT BLVD.

OXFORD, MISSISSIPPI

THIS AGREEMENT, entered into this the ____ day of _____, 2024, by and between the CITY OF OXFORD, MISSISSIPPI, hereinafter called the "OWNER" and ELLIOTT & BRITT ENGINEERING, P.A., herein after called the "ENGINEER".

WITNESSETH THAT:

WHEREAS, the OWNER intends to:

Re-construct ramps and sidewalk and add pedestrian push buttons at the intersection of University Avenue and Bramlett Blvd.

WHEREAS, the OWNER desires to engage the ENGINEER to provide technical and professional services as described hereinafter:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Employment of Engineer:

The OWNER hereby agrees to employ the ENGINEER and the ENGINEER hereby agrees to perform the technical and professional services set forth hereinafter in connection with Design and Construction Engineering Services.

2. Scope of Services:

The ENGINEER shall do, perform, and carry out in a satisfactory and proper manner such work as is required to complete the project in accordance with specific job tasks as follows:

Preliminary and Design Engineering:

- a. Meetings with OWNER, as needed, to gather information to prepare reports, exhibits, and plans.
- b. Pull alternate sheets out of previously bid LPA project to create this standalone project.
- c. Assisting with advertising and bid opening.

Construction Engineering:

- a. On-site inspections.
- b. Construction Administration.
- c. Layout staking.
- d. Soils and concrete materials testing.

3. Compensation for Engineering Services:

- a. The OWNER shall compensate the ENGINEER for Engineering services as follows on the portions of work described above.

ENGINEERING FEES:

PRELIMINARY ENGINEERING	\$ 2,800.00
CONSTRUCTION ENGINEERING & INSPECTION	<u>\$11,500.00</u>
TOTAL NOT TO EXCEED FEE:	\$14,300.00

- b. Any work requested by the OWNER this is not included in the above Scope of Services will be billed at ENGINEER's hourly rates in place at the time the additional work is requested.

4. Payment:

The ENGINEER shall submit monthly or periodic statements to the OWNER requesting payment. Such requests shall be based upon the amount and value of work and services performed by the ENGINEER and shall be accompanied by supporting data as required by the OWNER.

5. Equal Employment Opportunity:

The ENGINEER will not discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. The ENGINEER will take affirmative action to ensure that applicants are employed, without regard to their race, religion, sex, color or national origin. The ENGINEER shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the OWNER may require.

6. Interest of Engineer:

The ENGINEER covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The ENGINEER further covenants that in the performance of this Agreement, no person having such interest shall be employed.

7. Findings Confidential:

Any reports, information, data, etc., given to or prepared or assembled by the ENGINEER under this Agreement which the OWNER requests to be kept confidential shall not be made available to any individual or organization by the ENGINEER without prior written approval of the OWNER.

8. Termination for Breach:

In the event of breach of any condition or provision hereof, the OWNER or the Engineer shall have the right, by prior written notice, to terminate this Agreement. The OWNER shall without prejudice to any other rights or remedies, have the right to have the work called for hereby otherwise performed. The OWNER shall have the benefit of such work as may have been completed up to the time of such termination or cancellation, and with respect to any part which shall have been delivered to or accepted by the OWNER there shall be an equitable adjustment of compensation. In addition, an equitable adjustment shall be made as compensation for any amount of work or services performed by the ENGINEER to the date of such termination or cancellation but not accepted by the OWNER. All remaining conditions of the original Agreement shall remain in force.

9. Cancellation:

Irrespective of any default hereunder, the OWNER may also at any time with proven justifiable cause terminate the ENGINEER's employment hereunder and cancel the contract, in whole or in part, and in such event, the ENGINEER shall be entitled to receive compensation as specified herein for all work completed and accepted prior to such termination or cancellation, and in addition an equitable adjustment shall be made, as compensation for any amount of work or services performed by the ENGINEER to the date of such termination or cancellation but not accepted by the OWNER.

10. Interest by Members of City:

No member, officer, or employee of the OWNER during his tenure of office or for one year thereafter, shall have any interest, direct or indirect, in this contract or proceeds thereof.

IN WITNESS WHEREOF the OWNER and the ENGINEER have executed this Agreement as of the _____ day of _____, 2024.

ATTEST:


BOARD OF ALDERMEN OF THE CITY OF OXFORD, MISSISSIPPI

City Clerk
(seal)

Mayor of City of Oxford, MS

ATTEST:

ELLIOTT & BRITT ENGINEERING, P.A.:



Angela R. Dorris
Office Manager



Larry L. Britt, PS, PE
Consulting Engineer



OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Aldermen

From: John Crawley, City Engineer

CC: Bart Robinson, P.E., COO/ Hollis Green, Director, Development Services
Rob Neely, P.E., General Manager of Oxford Utilities

Date: September 17, 2024

Re: Request to Accept the Infrastructure in Grand Oaks Phase VIII, Parts II and III

Engineering recommends the Board of Alderman accept maintenance of the water, sewer, and street infrastructure in the above-captioned development, as completed thus far other than the final lift of asphalt, pending receipt of bonds, as-built drawings, and approval letters for the water and sewer infrastructure from MDEQ and MSDH. Once the bonds are received, a one-year warranty period for the accepted items will begin. A performance bond will remain in place for the final lift of asphalt.

August 30, 2024

Mr. John Crawley
City Engineer
107 Courthouse Square
Oxford, MS 38655

Re: Bond requirement Phase VIII Part II of the Grove at Grand Oaks
Oxford, Mississippi

Dear Mr. Crawley:

As we discussed, I am providing the projected cost to finish the final lift of asphalt for the above referenced Phase VIII, Part II of the Grove at Grand Oaks. All other improvements are complete. The final lift required to complete Crowson Drive in Phase VIII, Part II is listed below:

Crowson Drive	325 Tons @ \$131.27 =	\$42,662.75
Striping	LUMP SUM	<u>\$ 6,000.25</u>

Total Estimated Project Cost: \$48,663.00

Therefore, based on these items of work to be completed, I am requesting to provide a bond in the amount of \$72,995.00 (48,663.00 x 1.5). This bond will cover the completion of the final lift of Phases VIII, Part II of the Grove at Grand Oaks Subdivision. If this is acceptable, please sign below so I can provide this information to the bonding company to obtain the bond in the amount of \$72,995.00. If you need additional information, please feel free to contact my office.

Sincerely,

LT2, LLC



Larry L. Britt, Managing Member

LLB:jpr



John Crawley, City Engineer

August 30, 2024

Mr. John Crawley
City Engineer
107 Courthouse Square
Oxford, MS 38655

Re: Bond requirement Phase VIII Part II of the Grove at Grand Oaks
Oxford, Mississippi

Dear Mr. Crawley:

As we discussed, I am providing the projected cost for the major items of infrastructure for the above referenced Phase VIII, Part II of the Grove at Grand Oaks to determine a Warranty Bond as listed below:

Lime Stone	2700 CY@ \$49.90 =	\$42,662.75
Curb & Gutter	2950 LF @ \$17.65 =	\$52,067.50
Class "B" Structure (inlets)	50.00 CY@ \$1,377.32 =	\$68,866.00
Erosion Control	LUMPSUM LS@ \$72,000.00 =	\$72,000.00
Sidewalk	1800 SY@ \$46.42 =	\$83,556.00
Hot Mix (1 st lift)	300 TONS@ \$116.31 =	\$34,893.00
Striping (temporary)	LUMPSUM LS@ \$6,000.90 =	\$6,000.90
Signage	4 EA@ \$300.00 =	\$1,200.00
36" HDPE Pipe	100 LF@ \$99.80 =	\$9,980.00
30" HDPE Pipe	60 LF@ \$83.56 =	\$5,013.60
24" HDPE Pipe	200 LF@ \$51.06 =	\$10,212.00
18" HDPE Pipe	100 LF@ \$38.88 =	\$3,888.00

TOTAL ROADWAY: \$473,217.00

Water and Sewer

Water System (see contract) (divided by 1/3)	\$109,531.30
Sewer System (see contract) (divided by 1/3)	<u>\$159,963.70</u>

**TOTAL WATER AND
SEWER: \$269,495.00**

**TOTAL ESTIMATED
PROJECT COST: \$742,712.00**

Mr. John Crawley
August 30, 2024
Page 2

Therefore, based on these items of work to be completed, I am requesting to provide a Warranty bond in the amount of \$111,408.00 ($\pm 742,712.00 \times 0.15$). This bond will cover the maintenance of all Roadway improvements and Water and Sewer improvements for Phases VIII, Part II. Once the City requests final lift of Crowson Drive of the Grove at Grand Oaks Subdivision it will be installed. It is covered until then under a separate lift bond. If this is acceptable, please sign below so I can provide this information to the bonding company to obtain the bond in the amount of \$111,408.00. If you need additional information, please feel free to contact my office.

Sincerely,

LT2, LLC



Larry L. Britt, Managing Member

LLB:jpr



John Crawley, City Engineer

August 30, 2024

Mr. John Crawley
City Engineer
107 Courthouse Square
Oxford, MS 38655

Re: Bond requirement Phase VIII Part III of the Grove at Grand Oaks
Oxford, Mississippi

Dear Mr. Crawley:

As we discussed, I am providing the projected cost to finish the final lift of asphalt for the above referenced Phase VIII, Part III of the Grove at Grand Oaks. All other improvements are complete. The final lift required to complete Crawson Drive in Phase VIII, Part II is listed below:

Crowson Drive	110 Tons @ \$131.27 = \$14,439.70
Striping	LUMP SUM <u>\$ 2,000.30</u>

Total Estimated Project Cost: \$16,440.00

Therefore, based on these items of work to be completed, I am requesting to provide a bond in the amount of \$24,660.00 (16,440.00 x 1.5). This bond will cover the completion of the final lift of Phases VIII, Part III of the Grove at Grand Oaks Subdivision. If this is acceptable, please sign below so I can provide this information to the bonding company to obtain the bond in the amount of \$24,660.00. If you need additional information, please feel free to contact my office.

Sincerely,

LT2, LLC



Larry L. Britt, Managing Member

LLB:jpr

John D. Crawley, P.E.

August 30, 2024

Mr. John Crawley
City Engineer
107 Courthouse Square
Oxford, MS 38655

Re: Bond requirement Phase VIII Part III of the Grove at Grand Oaks
Oxford, Mississippi

Dear Mr. Crawley:

As we discussed, I am providing the projected cost for the major items of infrastructure for the above referenced Phase VIII, Part III of the Grove at Grand Oaks to determine a Warranty Bond as listed below:

Lime Stone	1282 CY@ \$49.90 =	\$63,971.80
Curb & Gutter	650 LF @ \$17.65 =	\$11,472.50
Class "B" Structure (inlets)	25.00 CY@ \$1,377.32 =	\$34,433.00
Erosion Control	LUMPSUM LS@ \$58,980.00 =	\$58,980.00
Sidewalk	500 SY@ \$46.42 =	\$23,210.00
Hot Mix (1 st lift)	276 TONS@ \$116.31 =	\$32,101.56
Striping (temporary)	LUMPSUM LS@ \$1,200.94 =	\$1,200.94
Signage	4 EA@ \$300.00 =	\$1,200.00
36" HDPE Pipe	100 LF@ \$99.80 =	\$9,980.00
30" HDPE Pipe	40 LF@ \$83.56 =	\$3,342.40
24" HDPE Pipe	100 LF@ \$51.06 =	\$5,106.00
18" HDPE Pipe	60 LF@ \$38.88 =	\$2,332.80

TOTAL ROADWAY: \$247,331.00

Water and Sewer

Water System (see contract) (divided by 1/3)	\$109,531.30
Sewer System (see contract) (divided by 1/3)	<u>\$159,963.70</u>

**TOTAL WATER AND
SEWER: \$269,495.00**

**TOTAL ESTIMATED
PROJECT COST: \$517,002.00**

Mr. John Crawley
August 30, 2024
Page 2

Therefore, based on these items of work to be completed, I am requesting to provide a Warranty bond in the amount of \$77,551.00 ($\pm 517,002.00 \times 0.15$). This bond will cover the maintenance of all Roadway improvements and Water and Sewer improvements for Phases VIII, Part III. Once the City requests final lift of Crowson Drive of the Grove at Grand Oaks Subdivision it will be installed. It is covered until then under a separate lift bond. If this is acceptable, please sign below so I can provide this information to the bonding company to obtain the bond in the amount of \$77,551.00. If you need additional information, please feel free to contact my office.

Sincerely,

LT2 LLC



Larry L. Britt, Managing Member

LLB:jpr

John D. Crawley, P.E.
John Crawley, City Engineer



OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Aldermen

From: John Crawley, City Engineer

CC: Bart Robinson, P.E., COO/ Hollis Green, Director, Development Services

Date: September 17, 2024

Re: Agreement for Engineering Services Related to:
North Lamar Blvd. Corridor Improvements, Price Street to Molly Barr
Road

Engineering requests permission to enter into an agreement with Williams Engineering Consultants, Inc. for preliminary engineering services related to the above-captioned project. The project would include preliminary planning, surveying, and design to the right-of-way stage. The agreement would include a “not to exceed” cap of \$300,000.00 and is attached.

**AGREEMENT FOR
ENGINEERING SERVICES
NORTH LAMAR CORRIDOR IMPROVEMENTS
PRICE STREET TO MOLLY BARR ROAD
OXFORD, MISSISSIPPI**

THIS AGREEMENT, entered into this the ____ day of ____, 2024, by and between **THE CITY OF OXFORD**, hereinafter called the “OWNER” and **WILLIAMS ENGINEERING CONSULTANTS, INC.**, hereinafter called the “ENGINEER”.

WITNESSETH THAT:

WHEREAS, the OWNER desires to engage the ENGINEER to provide Preliminary Engineering (PE) services as described hereinafter:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Employment of Engineer:

The OWNER hereby agrees to employ the ENGINEER and the ENGINEER hereby agrees to provide services as outlined below:

2. Scope of Services:

The ENGINEER shall do, perform, and carry out in a satisfactory and proper manner such work as is required to complete the project in accordance with specific job tasks as follows:

Preliminary Engineering (PE) Services:

Scope of work shall be the design of the project from conceptual designs and recommendations by the OWNER to Plans Specifications and Estimates. This work shall be accomplished in accordance with Standard Specifications for Road and Bridge Construction of the Mississippi Department of Transportation (latest edition) and/or the City of Oxford specific design requirements. See exhibit “A” for a more detailed list of responsibilities.

3. Compensation for Engineering Services:

- a. The OWNER shall compensate the ENGINEER for the above described Preliminary Engineering (PE) scope of services on an “HOURLY” basis not to exceed Three Hundred Thousand Dollars and 0/100 (\$300,000.00)
- b. Any work requested by the OWNER done by the ENGINEER outside of the scope of work will be billed to the OWNER at the hourly rates of the ENGINEER, in force on the date of agreement.

4. Payment:

The ENGINEER shall submit monthly or periodic statements to the OWNER requesting payment. Such requests shall be based upon the amount and value of work and services performed by the ENGINEER and shall be accompanied by supporting data as required by the OWNER.

5. Equal Employment Opportunity:

The ENGINEER will not discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. The ENGINEER will take affirmative action to ensure that applicants are employed, without regard to their race, religion, sex, color or national origin. The ENGINEER shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the OWNER may require.

6. Interest of Engineer:

The ENGINEER covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The ENGINEER further covenants that in the performance of this Agreement, no person having such interest shall be employed.

7. Findings Confidential:

Any reports, information, data, etc., given to or prepared or assembled by the ENGINEER under this Agreement which the OWNER requests to be kept confidential shall not be made available to any individual or organization by the ENGINEER without prior written approval of the OWNER.

8. Termination for Breach:

In the event of breach of any condition or provision hereof, the OWNER or the ENGINEER shall have the right, by prior written notice, to terminate this Agreement. The OWNER shall without prejudice to any other rights or remedies, have the right to have the work called for hereby otherwise performed. The OWNER shall have the benefit of such work as may have been completed up to the time of such termination or cancellation, and with respect to any part which shall have been delivered to or accepted by the OWNER there shall be an equitable adjustment of compensation. In addition, an equitable adjustment shall be made as compensation for any amount of work or services performed by the ENGINEER to date of such termination or cancellation but not accepted by the OWNER. All remaining conditions of the original Agreement shall remain in force.

9. Cancellation:

Irrespective of any default hereunder, the OWNER may also at any time with proven justifiable cause terminate the ENGINEER's employment hereunder and cancel the contract, in whole or part, and in such event, the ENGINEER shall be entitled to receive compensation as specified herein for all work completed and accepted prior to such termination or cancellation, and in addition an equitable adjustment shall be made, as compensation for any amount of work or services performed by the ENGINEER to the date of such termination or cancellation but not accepted by the OWNER.

10. Interest by Members:

No member, officer, or employee of the OWNER during his tenure of office or for one year thereafter, shall have any interest, direct or indirect, in this contract or proceeds thereof.

11. Access to Records:

The OWNER, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the ENGINEER which are directly pertinent to the contract, for the purpose of making audit, examinations, excerpts and transcripts. The ENGINEER shall maintain all required records for three (3) years after OWNER makes final payment and all other pending matters are closed.

12. Copeland "Anti-Kickback" Act:

The ENGINEER shall comply with all applicable provisions of the "Copeland Anti-Kickback Act" whereby all non-salaried personnel employed by the ENGINEER shall be paid unconditionally and not less than once per week and without subsequent deduction or rebate except for "permissible" salary deductions including taxes, deductions authorized by the employee in writing and those required by court order. Any work subcontracted by the ENGINEER under this contract shall contain a similar "Anti-Kickback" provision to insure compliance by any subcontractor hereunder.

13. Contract Work Hours and Safety Standards Act:

The ENGINEER shall comply with all applicable provisions of the "Contract Work Hours and Safety Standards Act" related to hazardous, unsanitary or dangerous workplace conditions and the payment of overtime compensation at the rate of one and one-half times (1 ½) the employee's hourly rate for all hours worked over forty (40) hours in one (1) week. Any work subcontracted by the ENGINEER under this contract shall contain similar provisions to insure compliance by any subcontractor hereunder.

14. Environmental Regulations:

All work to be performed by the ENGINEER under this contract shall be in compliance with all applicable federal and state environmental regulations, including, but not limited to, the "Clean Air Act", "Clean Water Act", Executive Order 11738, and "Energy Policy and Conservation Act".

15. Davis-Bacon Act Requirements:

Williams Engineering Consultants, Inc., will certify that we will comply with the Davis-Bacon Act Requirement as follows:

The Engineers will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-6), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight (8) or more families.

IN WITNESS WHEREOF the OWNER and the ENGINEER have executed this Agreement as of the ____ day of _____, 2024.

ATTEST:

CITY OF OXFORD

Robyn Tannehill
Mayor

ATTEST:

WILLIAMS ENGINEERING CONSULTANTS, INC.

Nita Knight
Administrative Office Manager

Jeffery W. Williams, PE, PLS
President

EXHIBIT A

Scope of Work

INTRODUCTION

The CONSULTANT will be providing the Preliminary Engineering Design services to administer this design contract in accordance with the latest version of the Mississippi Department of transportation (MDOT) Standard Specifications for Road and Bridge Construction (latest edition). This shall include all construction plans, bid documents, and design estimates that may be required by the OWNER. The CONSULTANT will also provide Surveying Services that shall include field surveying and plats, etc. to acquire any right-of-way required or construction easements required to complete the design project following all rules and regulations for Surveying in the State of Mississippi.

ENGINEERING ADMINISTRATION:

The Engineering administration of the design contract shall be the ultimate responsibility of the ENGINEER in conjunction with the OWNER's representative.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT ENGINEER .

The ENGINEER shall furnish a resident Project Engineer and assistants to carry out the design contract. Through more extensive on-site inspections of the Site and field checks of site conditions by the resident Project Engineer and assistants, the ENGINEER shall endeavor to provide further protection for the OWNER against defects and deficiencies in the design; The duties and responsibilities of the resident Project Engineer are limited to this agreement with the Owner and are further limited and described as follows:

I. General:

The resident Project Engineer's dealings in matters pertaining to the design work shall in general be with the OWNER.

II. Duties and Responsibilities of the resident Project Engineer :

A. Schedules:

Create progress schedules and reviews for and with the OWNER.

B. Conferences and Meetings:

Attend meetings with the OWNER, such as preliminary design requirements, progress meetings, and other project-related meetings

C. Preliminary Drawings:

a. Provide progress plans to the OWNER as requested.

b. Advise the OWNER of any potential issues that may arise that are critical to the completion of the design.

D. Modifications:

Consider and evaluate the OWNER'S suggestions for design and report to the OWNER any recommended modifications.

E. Records:

a. Maintain at the office of the ENGINEER orderly files for correspondence, reports of project conferences, modifications, reproductions of original issued preliminary plans.

L. Completion:

a. Before submittal of final design, the ENGINEER and the OWNER will review all documents for completeness.

III. Limitations of Authority

The resident Project Engineer:

A. Shall not authorize any deviation from the original plan by the OWNER, unless authorized by the OWNER.

B. Shall not advise on, issue directions relative to, or assume control over any aspect of the design without consulting the OWNER.



OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Aldermen

From: John Crawley, City Engineer

CC: Bart Robinson, P.E., COO/ Hollis Green, Director, Development Services
Rob Neely, P.E., General Manager, Oxford Utilities

Date: September 17, 2024

Re: Request to Accept the Infrastructure in The Heights at Oxford Commons,
Phases 10, 11, & 12

Engineering recommends the Board of Alderman accept maintenance of the water, sewer, and street infrastructure in the above-captioned development, as completed thus far other than the final lift of asphalt and sidewalks, pending receipt of bonds, as-built drawings, and approval letters for the water and sewer infrastructure from MDEQ and MSDH. Once the bonds are received, a one-year warranty period for the accepted items will begin. A performance bond will remain in place for the final lift of asphalt and sidewalks.

A. EXCAVATION					
<i>BIDDER</i>					
ITEM NO.	DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
2	CLEARING, GRUBBING, & DEMOLITION	ACRE	20.0	\$ 4,200.00	\$ 84,000.00
3	UNCLASSIFIED EXCAVATION	CY	15400.0	\$ 3.20	\$ 49,280.00
SUB - TOTAL EXCAVATION					\$ 133,280.00

B. SANITARY SEWER SYSTEM					
ITEM NO.	DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
4	48" PRECAST SEWER MANHOLE	EA	12	\$ 4,800.00	\$ 57,600.00
6.a	ADDITIONAL MANHOLE DEPTH(>8)	VF	5.0	\$ 800.00	\$ 4,000.00
5	8" SDR 26 PVC SEWER MAIN	LF	1470	\$ 42.00	\$ 61,740.00
6	6" SDR 26 PVC SEWER SERVICE	LF	1400	\$ 32.00	\$ 44,800.00
7	6" SEWER SERVICE ASSEMBLY	EA	40.0	\$ 350.00	\$ 14,000.00
8	Tracer Wire	LF	2870.0	\$ 1.00	\$ 2,870.00
SUB - TOTAL SANITARY SEWER SYSTEM					\$ 185,010.00

C. STORM SEWER SYSTEM					
ITEM NO.	DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
16	18" HDPE STORM DRAIN	LF	421.0	\$ 36.80	\$ 15,492.80
17	24" HDPE STORM DRAIN	LF	212.0	\$ 48.25	\$ 10,229.00
18	30" HDPE STORM DRAIN	LF	146.0	\$ 65.06	\$ 9,498.76
19	48" HDPE STORM DRAIN	LF	429.0	\$ 122.00	\$ 52,338.00
20	CURB INLET (SS-2)	EA	33.0	\$ 5,000.00	\$ 165,000.00
21	Grate Inlet	EA	1.0	\$ 5,000.00	\$ 5,000.00
SUB - TOTAL STORM SEWER SYSTEM					\$ 257,558.56

D. WATER DISTRIBUTION SYSTEM					
ITEM NO.	DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
30	TIE TO EXISTING (TO INCLUDE TAP FEE)	EA	2.0	\$ 3,500.00	\$ 7,000.00
31	8" CL 350 D.I.	LF	1370.0	\$ 57.00	\$ 78,090.00
32	6" CL 350 D.I.	LF	50.0	\$ 45.00	\$ 2,250.00
32a	Tracer Wire	LF	1420.0	\$ 1.00	\$ 1,420.00
33	8" D.I. MECHANICAL JOINT FITTINGS	LBS	1275.0	\$ 12.00	\$ 15,300.00
34	6" FIRE HYDRANT ASSEMBLY	EA	5.0	\$ 7,000.00	\$ 35,000.00

35	8" GATE VALVE AND BOX	EA	9.0	\$ 2,360.00	\$ 21,240.00
36	1" TYPE K COPPER SERVICE TUBING	LF	1200.0	\$ 24.00	\$ 28,800.00
37	1" SINGLE SERVICE ASSEMBLY (Curb stop, Corp stop, Saddle, & Meter Box)	EA	40.0	\$ 650.00	\$ 26,000.00
SUB - TOTAL WATER DISTRIBUTION SYSTEM					\$ 215,100.00

E. STREET PAVING					
ITEM NO.	DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
38	1.5" Hot Mix Asphalt Surface Mix (12.5 mm)	TONS	475.0	\$ 135.00	\$ 64,125.00
39	2" Hot Mix Asphalt Binder Mix (12.5 mm)	TONS	630.0	\$ 135.00	\$ 85,050.00
40	AGGREGATE BASE CRUSHED LIMESTONE	TONS	2816.0	\$ 60.00	\$ 168,960.00
41	CONCRETE CURB & GUTTER	LF	3832.0	\$ 21.00	\$ 80,472.00
42	CONCRETE SIDEWALK	SF	18921.0	\$ 5.20	\$ 98,389.20
SUB - TOTAL STREET AND ALLEY PAVING					\$ 496,996.20

F. MISCELLANEOUS ITEMS					
ITEM NO.	DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
43	RETAINING WALLS	SF	1935.0	\$ 32.00	\$ 61,920.00
44	STRIPING/ SIGNAGE	LS	1.0	\$ 10,000.00	\$ 10,000.00
SUB - TOTAL MISCELLANEOUS ITEMS					\$ 71,920.00

SUMMARY		
A. EXCAVATION		\$ 133,280.00
B. SANITARY SEWER SYSTEM		\$ 185,010.00
C. STORM SEWER SYSTEM		\$ 257,558.56
D. WATER DISTRIBUTION SYSTEM		\$ 215,100.00
E. STREET PAVING		\$ 496,996.20
F. MISCELLANEOUS ITEMS		\$ 71,920.00
TOTAL SUMMARY:		\$ 1,359,864.76

Warranty Bond Estimate		\$ 203,979.71
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THIS BID DOES NOT INCLUDE THE FOLLOWING:

- | | |
|--------------------|---|
| SITE LIGHTING | CONSTRUCTION STAKING |
| SITE ELECTRIC | INSPECTION & MATERIALS TESTING |
| PROJECT SIGN | PROFESSIONAL SERVICES (CIVIL & GEOTECH) |
| LANDSCAPING | EXISTING DAM BREACH |
| IRRIGATION | CONTINGENCY |
| PEDESTRIAN BRIDGES | WETLAND & STREAM MITIGATION |

E. STREET PAVING					
<i>ITEM NO.</i>	<i>DESCRIPTION</i>	<i>UNIT</i>	<i>APPROXIMATE QUANTITY</i>	<i>UNIT PRICE</i>	<i>TOTAL AMOUNT</i>
1	1.5" Hot Mix Asphalt Surface Mix (12.5 mm)	TONS	475.0	\$ 135.00	\$ 64,125.00
2	CONCRETE SIDEWALK	SF	18921.0	\$ 5.20	\$ 98,389.20
TOTAL					\$ 162,514.20
Performance Bond (150%)					\$ 243,771.30



OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Aldermen

From: John Crawley, City Engineer

CC: Bart Robinson, P.E., COO/ Hollis Green, Director, Development Services
Rob Neely, P.E., General Manager, Oxford Utilities

Date: September 17, 2024

Re: Request to Accept the Water and Street Infrastructure in The Oaks at Oxford Commons, Phases 1, 2, 3, 7, 8, 9, 11, 12, 18, 19 & 27

Engineering recommends the Board of Alderman accept maintenance of the water and street infrastructure in the above-captioned development, as completed thus far other than the final lift of asphalt, sewer lift station, and sidewalks, pending receipt of bonds, as-built drawings, and approval letters for the water infrastructure from MSDH. The sewer infrastructure is completed, but the proposed lift station is awaiting start-up and testing. Once the bonds are received, a one-year warranty period for the accepted items will begin. A performance bond will remain in place for the final lift of asphalt, the sidewalks, and the sewer lift station.

A. EXCAVATION					
<i>BIDDER</i>					
ITEM NO.	DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
2	CLEARING, GRUBBING, & DEMOLITION	ACRE	4.5	\$ 3,800.00	\$ 17,100.00
3	UNCLASSIFIED EXCAVATION	CY	39416.0	\$ 3.20	\$ 126,131.20
SUB - TOTAL EXCAVATION					\$ 143,231.20

B. SANITARY SEWER SYSTEM					
ITEM NO.	DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
6	48" PRECAST SEWER MANHOLE	EA	27	\$ 2,500.00	\$ 67,500.00
7	8" SDR 26 PVC SEWER MAIN	LF	5123	\$ 30.00	\$ 153,690.00
8	6" SDR 26 PVC SEWER SERVICE	LF	2000	\$ 32.00	\$ 64,000.00
9	6" SEWER SERVICE ASSEMBLY	EA	47.0	\$ 350.00	\$ 16,450.00
10	6" SDR 21 PVC PRESSURE SEWER MAIN	LF	2214.0	\$ 15.00	\$ 33,210.00
12	TEMPORARY LIFT STATION #1	LS	1	\$ 100,000.00	\$ 100,000.00
SUB - TOTAL SANITARY SEWER SYSTEM					\$ 434,850.00

C. STORM SEWER SYSTEM					
ITEM NO.	DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
13	15" HDPE STORM DRAIN	LF	173.0	\$ 33.50	\$ 5,795.50
14	18" HDPE STORM DRAIN	LF	2087.0	\$ 39.50	\$ 82,436.50
15	24" HDPE STORM DRAIN	LF	1119.0	\$ 52.00	\$ 58,188.00
16	30" HDPE STORM DRAIN	LF	430.0	\$ 74.00	\$ 31,820.00
17	36" HDPE STORM DRAIN	LF	1148.0	\$ 100.00	\$ 114,800.00
18	48" HDPE STORM DRAIN	LF	452.0	\$ 117.00	\$ 52,884.00
19	60" HDPE STORM DRAIN	LF	210.0	\$ 170.00	\$ 35,700.00
20	CURB INLET (SS-2)	EA	49.0	\$ 3,500.00	\$ 171,500.00
21	CONCRETE JUNCTION BOX	EA	4.0	\$ 3,500.00	\$ 14,000.00
22	PIPE COLLAR	EA	3.0	\$ 1,000.00	\$ 3,000.00
27	CONCRETE DETENTION STRUCTURE	EA	2.0	\$ 5,000.00	\$ 10,000.00
28	12" GROUTED ROCK RIPRAP	SY	53.0	\$ 50.00	\$ 2,650.00
29	LOW PROFILE ARCH BRIDGE (open bottom w	EA	1.0	\$ 306,000.00	\$ 306,000.00
SUB - TOTAL STORM SEWER SYSTEM					\$ 888,774.00

D. WATER DISTRIBUTION SYSTEM					
			APPROXIMATE	UNIT	TOTAL

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT
30	TIE TO EXISTING (TO INCLUDE TAP FEE)	EA	2.0	\$ 4,500.00	\$ 9,000.00
31	8" CL 350 D.I.	LF	4197.0	\$ 35.00	\$ 146,895.00
32	6" CL 350 D.I.	LF	150.0	\$ 30.00	\$ 4,500.00
33	8" D.I. MECHANICAL JOINT FITTINGS	LBS	1618.0	\$ 8.00	\$ 12,944.00
34	6" FIRE HYDRANT ASSEMBLY	EA	8.0	\$ 4,500.00	\$ 36,000.00
35	8" GATE VALVE AND BOX	EA	12.0	\$ 1,800.00	\$ 21,600.00
36	1" TYPE K COPPER SERVICE TUBING	LF	2000.0	\$ 6.00	\$ 12,000.00
37	1" SINGLE SERVICE ASSEMBLY (Curb stop, Corp stop, Saddle, & Meter Box)	EA	47.0	\$ 750.00	\$ 35,250.00
SUB - TOTAL WATER DISTRIBUTION SYSTEM					\$ 278,189.00

E. STREET PAVING					
ITEM NO.	DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
38	1.5" Hot Mix Asphalt Surface Mix (12.5 mm)	TONS	1134.0	\$ 125.00	\$ 141,750.00
39	2" Hot Mix Asphalt Binder Mix (12.5 mm)	TONS	1512.0	\$ 125.00	\$ 189,000.00
40	AGGREGATE BASE CRUSHED LIMESTONE	TONS	4998.0	\$ 49.00	\$ 244,902.00
41	CONCRETE CURB & GUTTER	LF	8595.0	\$ 19.00	\$ 163,305.00
42	CONCRETE SIDEWALK	SF	38742.0	\$ 5.50	\$ 213,081.00
SUB - TOTAL STREET AND ALLEY PAVING					\$ 952,038.00

F. MISCELLANEOUS ITEMS					
ITEM NO.	DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
44	EROSION AND SEDIMENTATION CONTROL	LS	1.0	\$ 13,800.00	\$ 13,800.00
45	STRIPING/ SIGNAGE	LS	1.0	\$ 10,000.00	\$ 10,000.00
SUB - TOTAL MISCELLANEOUS ITEMS					\$ 23,800.00

SUMMARY		
A. EXCAVATION		\$ 143,231.20
B. SANITARY SEWER SYSTEM		\$ 434,850.00
C. STORM SEWER SYSTEM		\$ 888,774.00
D. WATER DISTRIBUTION SYSTEM		\$ 278,189.00
E. STREET PAVING		\$ 952,038.00
F. MISCELLANEOUS ITEMS		\$ 23,800.00
TOTAL SUMMARY:		\$ 2,720,882.20

WARRANTY BOND ESTIMATE (15%)	\$ 408,132.33
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A. EXCAVATION					
<i>BIDDER</i>					
ITEM NO.	DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
#REF!	UNCLASSIFIED EXCAVATION	CY	7000.0	\$ 3.20	\$ 22,400.00
#REF!	BORROW EXCAVATION	CY	4897.0	\$ 3.50	\$ 17,139.50
SUB - TOTAL EXCAVATION					\$ 39,539.50

B. SANITARY SEWER SYSTEM					
ITEM NO.	DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
#REF!	48" PRECAST SEWER MANHOLE	EA	17	\$ 2,500.00	\$ 42,500.00
#REF!	8" SDR 26 PVC SEWER MAIN	LF	2646	\$ 30.00	\$ 79,380.00
#REF!	6" SDR 26 PVC SEWER SERVICE	LF	1291	\$ 32.00	\$ 41,312.00
SUB - TOTAL SANITARY SEWER SYSTEM					\$ 163,192.00

C. STORM SEWER SYSTEM					
ITEM NO.	DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
#REF!	18" HDPE STORM DRAIN	LF	1434.0	\$ 35.00	\$ 50,190.00
#REF!	24" HDPE STORM DRAIN	LF	1212.0	\$ 40.00	\$ 48,480.00
#REF!	30" HDPE STORM DRAIN	LF	379.0	\$ 60.00	\$ 22,740.00
#REF!	CURB INLET (SS-2)	EA	34.0	\$ 3,700.00	\$ 125,800.00
#REF!	48" HDPE STORM DRAIN	LF	450.0	\$ 70.00	\$ 31,500.00
#REF!	LOW PROFILE ARCH BRIDGE (open bottom w	EA	2.0	\$ 150,000.00	\$ 300,000.00
SUB - TOTAL STORM SEWER SYSTEM					\$ 578,710.00

D. WATER DISTRIBUTION SYSTEM					
ITEM NO.	DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
#REF!	TIE TO EXISTING (TO INCLUDE TAP FEE)	EA	1.0	\$ 4,500.00	\$ 4,500.00
#REF!	8" CL 350 D.I.	LF	2910.0	\$ 35.00	\$ 101,850.00
#REF!	6" CL 350 D.I.	LF	73.0	\$ 30.00	\$ 2,190.00
#REF!	8" D.I. MECHANICAL JOINT FITTINGS	LBS	3000.0	\$ 8.00	\$ 24,000.00
#REF!	6" FIRE HYDRANT ASSEMBLY	EA	5.0	\$ 4,500.00	\$ 22,500.00
#REF!	8" GATE VALVE AND BOX	EA	7.0	\$ 1,800.00	\$ 12,600.00
#REF!	1" TYPE K COPPER SERVICE TUBING	LF	1100.0	\$ 6.00	\$ 6,600.00
#REF!	1" SINGLE SERVICE ASSEMBLY (Curb stop, Corp stop, Saddle, & Meter Box)	EA	32.0	\$ 750.00	\$ 24,000.00

SUB - TOTAL WATER DISTRIBUTION SYSTEM		\$ 198,240.00
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E. STREET PAVING					
<i>ITEM NO.</i>	<i>DESCRIPTION</i>	<i>UNIT</i>	<i>APPROXIMATE QUANTITY</i>	<i>UNIT PRICE</i>	<i>TOTAL AMOUNT</i>
#REF!	2" Hot Mix Asphalt Binder Mix (12.5 mm)	TONS	864.0	\$ 125.00	\$ 108,000.00
#REF!	AGGREGATE BASE CRUSHED LIMESTONE	TONS	3005.0	\$ 45.00	\$ 135,225.00
#REF!	CONCRETE CURB & GUTTER	LF	5427.0	\$ 20.00	\$ 108,540.00
SUB - TOTAL STREET AND ALLEY PAVING					\$ 351,765.00

F. MISCELLANEOUS ITEMS					
<i>ITEM NO.</i>	<i>DESCRIPTION</i>	<i>UNIT</i>	<i>APPROXIMATE QUANTITY</i>	<i>UNIT PRICE</i>	<i>TOTAL AMOUNT</i>
#REF!	RETAINING WALLS	SF	5040.0	\$ 25.00	\$ 126,000.00
SUB - TOTAL MISCELLANEOUS ITEMS					\$ 126,000.00

SUMMARY	
A. EXCAVATION	\$ 39,539.50
B. SANITARY SEWER SYSTEM	\$ 163,192.00
C. STORM SEWER SYSTEM	\$ 578,710.00
D. WATER DISTRIBUTION SYSTEM	\$ 198,240.00
E. STREET PAVING	\$ 351,765.00
F. MISCELLANEOUS ITEMS	\$ 126,000.00
TOTAL SUMMARY:	\$ 1,457,446.50

WARRANTY BOND (15%)	\$ 218,616.98
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THIS BID DOES NOT INCLUDE THE FOLLOWING:

- | | |
|--------------------|---|
| SITE LIGHTING | CONSTRUCTION STAKING |
| SITE ELECTRIC | INSPECTION & MATERIALS TESTING |
| PROJECT SIGN | PROFESSIONAL SERVICES (CIVIL & GEOTECH) |
| LANDSCAPING | EXISTING DAM BREACH |
| IRRIGATION | CONTINGENCY |
| PEDESTRIAN BRIDGES | WETLAND & STREAM MITIGATION |

E. STREET PAVING					
<i>ITEM NO.</i>	<i>DESCRIPTION</i>	<i>UNIT</i>	<i>APPROXIMATE QUANTITY</i>	<i>UNIT PRICE</i>	<i>TOTAL AMOUNT</i>
1	1.5" Hot Mix Asphalt Surface Mix (12.5 mm)	TONS	1134.0	\$ 125.00	\$ 141,750.00
2	CONCRETE SIDEWALK	SF	38742.0	\$ 5.50	\$ 213,081.00
3	TEMPORARY LIFT STATION #1	LS	1	\$ 100,000.00	\$ 100,000.00
SUB - TOTAL STREET AND ALLEY PAVING					\$ 354,831.00

PERFORMANCE BOND (150%)		\$ 532,246.50
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E. STREET PAVING					
<i>ITEM NO.</i>	<i>DESCRIPTION</i>	<i>UNIT</i>	<i>APPROXIMATE QUANTITY</i>	<i>UNIT PRICE</i>	<i>TOTAL AMOUNT</i>
#VALUE!	1.5" Hot Mix Asphalt Surface Mix (12.5 mm)	TONS	647.0	\$ 125.00	\$ 80,875.00
#REF!	CONCRETE SIDEWALK	SF	27782.0	\$ 5.50	\$ 152,801.00
SUB - TOTAL STREET AND ALLEY PAVING					\$ 233,676.00

PERFORMANCE BOND (150%)		\$ 350,514.00
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