4. Consider an executive session.

   It was moved by Alderman Addy, seconded by Alderman Antonow to consider an executive session for a matter of potential litigation and a personnel matter. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

   It was moved by Alderman Bailey, seconded by Alderman Taylor to enter into an executive session for a matter of potential litigation regarding land ownership and a personnel matter in the Police Department. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

   It was moved by Alderman Bailey, seconded by Alderman Addy to reject the counter-offer of $15,000.00 per acre from Robert Edmister for property in the West Oxford Loop Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

   It was moved by Alderman Howell, seconded by Alderman Bailey to authorize Bart Robinson to offer up to $8,500.00 per acre to Robert Edmister, contingent on approval from the Lafayette County Board of Supervisors. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

   It was moved by Alderman Howell, seconded by Alderman Bailey to authorize the Mayor to sign a contract with Kevin Christian for a sewer easement in the amount of $10,800.00, contingent on counsel's approval. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

5. Recess to meet on August 14, 2017 at 1:00pm.

   It was moved by Alderman Bailey, seconded by Alderman Addy to recess the meeting until August 14, 2017 at 1:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

Robyn Tannehill

Robyn Tannehill, Mayor

Ashley Atkinson, City Clerk

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)

MINUTES

THE CITY OF OXFORD

City of Oxford
Board of Aldermen
Recess Meeting
Tuesday, August 8, 2017, 9:00 am - 11:30 am
Old RSVP Building next to City Hall

Notice that certain aldermen will be included in the meeting via teleconference, subject to the City of Oxford Code of Ordinances, Section 2-82.

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 9:00am on Tuesday, August 8, 2017, in the conference room of the old RSVP building when and where the following were present:

   Robyn Tannehill, Mayor
   Rick Addy, Alderman Ward I
   Mark Huelse, Alderman Ward II
   Janice Antonow, Alderman Ward III
   Ulysses Howell, Alderman Ward IV
   Preston Taylor, Alderman Ward V
   Jason Bailey, Alderman Ward VI
   John Morgan, Alderman At Large-absent

   Ashley Atkinson- City Clerk
   Bart Robinson- Director of Public Works-absent
   Braxton Tullos, Human Resources Director
   Cindy Semmes- Executive Assistant to the Mayor
   Jimmy Allgood- Director of Emergency Management
   Randy Barber- Director of Building Department
   Greg Pinion- Director of Buildings & Grounds
   Judy Daniel- Director of Planning Department

2. Adopt the agenda for the meeting.

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

3. Consider budget requests for fiscal year 2017-2018 from the following departments:

   The Board heard budget requests from the following departments but no action was taken.

   a. Emergency Management
   b. Human Resources
   c. Building Department
   d. Buildings & Grounds Department
   e. Family Crisis Services
   f. Oxford-Lafayette County Public Library
   g. Planning Department

SAFEGUARD - DEMENT 61-9165

MINUTE BOOK No. 74, CITY OF OXFORD

MINUTES

THE CITY OF OXFORD

City of Oxford
Board of Aldermen
Recess Meeting
Tuesday, August 8, 2017, 9:00 am - 11:30 am
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   Preston Taylor, Alderman Ward V
   Jason Bailey, Alderman Ward VI
   John Morgan, Alderman At Large-absent

   Ashley Atkinson- City Clerk
   Bart Robinson- Director of Public Works-absent
   Braxton Tullos, Human Resources Director
   Cindy Semmes- Executive Assistant to the Mayor
   Jimmy Allgood- Director of Emergency Management
   Randy Barber- Director of Building Department
   Greg Pinion- Director of Buildings & Grounds
   Judy Daniel- Director of Planning Department

2. Adopt the agenda for the meeting.

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

3. Consider budget requests for fiscal year 2017-2018 from the following departments:

   The Board heard budget requests from the following departments but no action was taken.

   a. Emergency Management
   b. Human Resources
   c. Building Department
   d. Buildings & Grounds Department
   e. Family Crisis Services
   f. Oxford-Lafayette County Public Library
   g. Planning Department

MINUTE BOOK NO. 74, CITY OF OXFORD
SAFEGUARD - DEMENT 61-9165

4. Consider an executive session.

   It was moved by Alderman Addy, seconded by Alderman Antonow to consider an executive session for a matter of potential litigation and a personnel matter. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

   It was moved by Alderman Bailey, seconded by Alderman Taylor to enter into an executive session for a matter of potential litigation regarding land ownership and a personnel matter in the Police Department. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

   It was moved by Alderman Bailey, seconded by Alderman Addy to reject the counter-offer of $15,000.00 per acre from Robert Edmister for property in the West Oxford Loop Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

   It was moved by Alderman Howell, seconded by Alderman Bailey to authorize Bart Robinson to offer up to $8,500.00 per acre to Robert Edmister, contingent on approval from the Lafayette County Board of Supervisors. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

   It was moved by Alderman Howell, seconded by Alderman Bailey to authorize the Mayor to sign a contract with Kevin Christian for a sewer easement in the amount of $10,800.00, contingent on counsel's approval. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

5. Recess to meet on August 14, 2017 at 1:00pm.

   It was moved by Alderman Bailey, seconded by Alderman Addy to recess the meeting until August 14, 2017 at 1:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

Robyn Tannehill

Robyn Tannehill, Mayor

Ashley Atkinson, City Clerk

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MINUTES

THE CITY OF OXFORD

City of Oxford
Board of Aldermen
Recess Meeting
Monday, August 14, 2017, 1:00 pm - 3:30 pm
Old RSVP Building next to City Hall

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 1:00pm on Monday, August 14, 2017, in the conference room of the old RSVP building when and where the following were present:

   Robyn Tannehill, Mayor
   Rick Addy, Alderman Ward I
   Mark Huelse, Alderman Ward II
   Janice Antonow, Alderman Ward III
   Ulysses Howell, Alderman Ward IV
   Preston Taylor, Alderman Ward V
   Jason Bailey, Alderman Ward VI
   John Morgan, Alderman At Large

   Ashley Atkinson- City Clerk
   Bart Robinson- Director of Public Works
   Braxton Tullos, Human Resources Director
   Cindy Semmes- Executive Assistant to the Mayor
   Hollis Green-Director, Oxford Conference Center
   Hayden Guest-Sales, Oxford Conference Center
   Bo Ragon-Superintendent, City Shop
   Mark Heath-Chief, Oxford Fire Department
   Jim Pryor-Historic Properties

2. Adopt the agenda for the meeting.

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

3. Consider budget requests for fiscal year 2017-2018 from the following departments:

   The board heard requests from the following departments.

   a. Boys & Girls Club
   b. Oxford Conference Center
   c. Historic Properties
   d. Yoknapatawpha Arts Council

   Alderman Howell left the meeting at this time.

4. Consider an executive session.

   It was moved by Alderman Bailey, seconded by Alderman Antonow to consider an executive session for a matter of potential litigation. All the alderman present voting aye, Mayor Tannehill declared the motion carried.

   It was moved by Alderman Bailey, seconded by Alderman Antonow to consider an executive session regarding a matter of potential litigation regarding a contract. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

MINUTE BOOK No. 74 - CITY OF OXFORD

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

SAFEGUARD - DEMENT 61-9165

a. City Shop

b. Oxford Fire Department

5. Recess to meet on August 15, 2017 at 12:00pm.

It was moved by Alderman Bailey, seconded by Alderman Morgan to recess the meeting to August 15, 2017 at 12:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

Robyn Tannehill

Robyn Tannehill, Mayor

Ashley Atkinson, City Clerk

2017-2018– Boys & Girls Clubs of North MS – LOU Advisory Board

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FINANCIAL REPORT

BOYS AND GIRLS CLUBS OF NORTH MISSISSIPPI, INC.

June 30, 2016

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Independent Auditors' Report

Board of Directors
Boys and Girls Clubs of North Mississippi, Inc.
Tupelo, Mississippi

We have audited the accompanying financial statements of the Boys and Girls Clubs of North Mississippi, Inc. ("the Organization"), a nonprofit corporation, which comprise the statement of financial position as of June 30, 2016, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements. We have also audited the accompanying statement of financial position and cash flows for the year ended June 30, 2015.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2016 and 2015 and the changes in its cash flows for the years then ended and the changes in its net assets for the year ended June 30, 2016, in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Organization's 2015 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated September 30, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2015, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Nail McKinney P.A.

Tupelo, Mississippi
September 28, 2016

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SAFEGUARD - DEMENT 61-9165

Statements of Financial Position

BOYS AND GIRLS CLUBS OF NORTH MISSISSIPPI, INC.

June 30, 2016 and 2015

	2016	*2015*
Assets		
Current Assets		
Cash	$ 444,476	$ 413,829
Grants receivable	25,330	34,282
Total current assets	469,806	448,111
Property and Equipment		
Buildings	1,028,648	1,028,648
Furniture, fixtures, and equipment	744,649	732,649
Leasehold improvements	126,801	126,801
Construction in progress	511,056	-
	2,411,154	1,888,098
Less: Accumulated depreciation	902,307	837,506
Total property and equipment, net	1,508,847	1,050,592
Total assets	$ 1,978,653	$ 1,498,703
Liabilities and Net Assets		
Current Liabilities		
Accounts payable and accrued expenses	$ 31,225	$ 21,517
Total current liabilities	31,225	21,517
Net Assets		
Unrestricted	1,947,428	1,473,369
Temporarily restricted	-	3,817
Total net assets	1,947,428	1,477,186
Total liabilities and net assets	$ 1,978,653	$ 1,498,703

The accompanying notes are an integral part of these financial statements.

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Statements of Activities

BOYS AND GIRLS CLUBS OF NORTH MISSISSIPPI, INC.

Year ended June 30, 2016 with Comparative Totals for the Year ended June 30, 2015

	Unrestricted	*Temporarily Restricted*	*Total*	*2015 Total*
Support and Revenue				
Support				
Grants:				
Government	$ 143,890	$ -	$ 143,890	$ 140,811
Other	109,473	-	109,473	72,006
Contributions	260,945	394,483	655,428	253,822
United Way allocations	154,002	-	154,002	147,750
Endowment distributions	17,755	150,000	167,755	17,222
Special events	156,716	-	156,716	138,342
Total support	842,781	544,483	1,387,264	769,953
Revenue				
Program fees	46,947	-	46,947	50,773
Other revenue:				
Commissions, net	-	-	-	511
Interest	91	-	91	51
Miscellaneous	1,145	-	1,145	3,863
Total revenue	48,183	-	48,183	55,198
Total support and revenue	890,964	544,483	1,435,447	825,151
Assets released from restriction:				
Satisfaction of usage restrictions	548,300	(548,300)	-	-
Expenses				
Program services				
Membership development	772,164	-	772,164	736,499
Supporting services:				
Management and general	115,825	-	115,825	110,477
Fundraising	77,216	-	77,216	73,651
Total expenses	965,205	-	965,205	920,627
Change in net assets	474,059	(3,817)	470,242	(95,476)
Net assets, beginning of year	1,473,369	3,817	1,477,186	1,572,662
Net assets, end of year	$ 1,947,428	$ -	$ 1,947,428	$ 1,477,186

The accompanying notes are an integral part of these financial statements.

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MINUTE BOOK No. 74, CITY OF OXFORD

SAFEGUARD - DEMENT 61-9165

BOYS AND GIRLS CLUBS OF NORTH MISSISSIPPI, INC.

Year ended June 30, 2016 with Comparative Totals for the Year ended June 30, 2015

	Program Service	*Supporting Services*		
	Membership Development	*Management and General*	*Fundraising*	*Total*
Compensation and related expenses:				
Salaries	$ 462,738	$ 69,411	$ 46,274	$ 578,4
Payroll taxes	38,713	5,807	3,871	48,3
Employee health and retirement benefits	42,689	6,403	4,269	53,3
Total	544,140	81,621	54,414	680,1
Background checks	1,270	191	127	1,5
Bank charges	2,824	423	282	3,5
Conferences and meetings	19,999	3,000	2,000	24,9
Insurance	24,026	3,604	2,403	30,0
Marketing	6,883	1,032	688	8,6
Membership dues	8,610	1,291	861	10,7
Miscellaneous	6,209	931	621	7,7
Postage	3,828	574	383	4,7
Professional fees	10,961	1,644	1,096	13,7
Rental, repairs and maintenance	25,665	3,850	2,566	32,0
Supplies	32,210	4,832	3,221	40,2
Telephone	16,331	2,450	1,633	20,4
Travel	7,756	1,164	776	9,6
Utilities	9,611	1,442	961	12,0
Total expenses before depreciation	720,323	108,049	72,032	900,4
Depreciation	51,841	7,776	5,184	64,8
Total expenses	$ 772,164	$ 115,825	$ 77,216	$ 965,2

The accompanying notes are an integral part of these financial statements.

Confidential Info

Statements of Cash Flows

BOYS AND GIRLS CLUBS OF NORTH MISSISSIPPI, INC.

Years ended June 30, 2016 and 2015

	2016	*2015*
Cash Flows from Operating Activities:		
Change in net assets	$ 470,242	$ (95,476)
Adjustments to reconcile changes in net assets to cash flows provided by operating activities:		
Depreciation	64,801	67,933
(Increase) decrease in grants receivable	8,952	(16,961)
Decrease in pledges receivable	-	100,000
Increase (decrease) in accounts payable and accrued expenses	9,708	(2,012)
Cash flows provided by operating activities	553,703	53,484
Cash Flows from Investing Activities:		
Purchases of property and equipment	(523,056)	(24,411)
Cash flows used in investing activities	(523,056)	(24,411)
Net increase in cash	30,647	29,073
Cash at beginning of year	413,829	384,756
Cash at end of year	$ 444,476	$ 413,829

The accompanying notes are an integral part of these financial statements.

Confidential Information - For Board Use Only - Do not Redistribute Page 9 of 69

MINUTE BOOK NO. 74, CITY OF OXFORD

SAFEGUARD - DEMENT 61-9165

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

The Boys and Girls Club of North Mississippi, Inc. is a nonprofit organization dedicated to inspiring and enabling the youth of North Mississippi to realize their full potential as productive, responsible, and caring citizens. The Club provides after-school and summer educational and recreational programs.

Basis of Accounting

The financial statements have been prepared on the accrual basis in accordance with the principles of fund accounting. All contributions are considered to be available for unrestricted use unless specifically restricted by the donor.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Club considers cash, demand deposits, and certificates of deposit purchased with a maturity of three months or less to be cash and cash equivalents.

Grants and Pledges Receivable

The Organization receives grants and contracts from federal, state, and local agencies to be used for specific programs. The excess of reimbursable expenditures over cash receipts is included in grants receivable.

Pledges receivable represent unconditional promises to give and are reported at the face amount of the underlying pledge due to the short maturity associated with recorded pledges receivable.

The Organization uses the allowance method to determine uncollectible receivables. The allowance is based on prior year's experience and management's analysis of specific receivables. At June 30, 2016 and 2015, management determined that no allowance for uncollectible receivables was required.

Income Tax Status

The Organization has qualified as an organization exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code.

On a continuing basis, management analyzes the Organization's tax positions, and, when a tax position meets the measurement and recognition principles outlined in FASB ASC 740, the Organization accrues a liability for unrecognized tax benefits. Any related interest and penalties associated with unrecognized tax benefits are included as a component of other expense.

The Organization's federal informational return is subject to examination by the taxing authorities generally for three years after it is filed. Management has evaluated the tax positions taken, and has not identified any positions that are unlikely to be sustained upon examination.

Property and Equipment

Property and equipment is stated at cost or estimated fair market value on the date received if donated.

Depreciation of property and equipment is provided on a straight-line method over an estimated useful life of 5 to 10 years for furniture and equipment and 40 years for buildings and leasehold improvements.

Notes to Financial Statements – (continued)

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Functional Allocation of Expenses

The costs of providing the programs and activities of the Club have been summarized on a functional basis in the statement of functional expenses. Accordingly, certain expenses for salaries and related benefits, supplies, and rent have been allocated among the programs and supporting services benefited based on estimated time and functional usage.

Evaluation of Subsequent Events

In preparing these financial statements, the Organization has evaluated events and transactions for potential recognition or disclosure through the date of the Independent Auditors' Report, which is the date the financial statements were available to be issued.

NOTE 2. CASH

The Organization's cash deposits exceeded the Federal Deposit Insurance Corporation coverage limits as of June 30, 2016 by $ 212,639

NOTE 3. ENDOWMENTS AT CREATE FOUNDATION INC.

The Organization is the stated beneficiary of three endowment funds held at CREATE Foundation Inc, a community foundation located in Tupelo, Mississippi. The Organization has granted variance power associated with these assets to CREATE Foundation, Inc. However, as the named beneficiary of these endowments, the Organization is eligible to receive annual distributions from these endowment funds pursuant to the community foundation's spending policy, which is currently 4% per year based upon the market value of the respective endowment as of the end of the previous calendar year.

Since these endowments were funded by resource provider contributions directly to CREATE Foundation or through agency transactions, the endowments are not included as assets of the Organization in accordance with FASB ASC 958-605.

NOTE 4. TEMPORARILY RESTRICTED NET ASSETS

As of June 30, 2015, the Organization's temporarily restricted net assets are comprised primarily of donor restricted assets for the maintenance and upkeep of the Oxford clubhouse. During the year ended June 30, 2016 the Organization received donor restricted funds of $ 394,483 for the renovation of designated clubhouse facilities that was accounted for as temporarily restricted net assets whose usage restrictions were satisfied during the fiscal year ended June 30, 2016. In addition, the Organization received a $ 150,000 distribution from an endowment fund described in Note 3 that was earmarked for the completion of renovations related to the Oxford clubhouse facility that was also accounted for as temporarily restricted net assets whose usage restrictions were satisfied during the fiscal year ended June 30, 2016.

NOTE 5. EMPLOYEE BENEFIT PLAN

The organization has a defined contribution 401(k) plan covering substantially all of its full-time employees. Eligible employees may contribute 25% of their compensation to this plan. The Club's contribution is 5% of eligible compensation. Total plan expense amounted to $ 13,787 and $ 14,917 for the years ended June 30, 2016 and 2015, respectively.

NOTE 6. OPERATING LEASES

The Club leases two buildings in Tupelo and one lot in Oxford on which the Oxford clubhouse is located. One of the Tupelo leases requires rent payments of $ 1 per year for forty- two years. The other Tupelo building is provided rent free to the Club. The lot in Oxford requires rent payments of $ 1 per year for nine years with options for renewal at maturity.

MINUTE BOOK No. 74, CITY OF OXFORD

SAFEGUARD - DEMENT 61-9165

NOTE 6. OPERATING LEASES (continued)

The Club also leases administrative office space from CREATE Foundation on a month-to-month basis, and equipment on an as-needed basis.

Total rent expense under all operating leases amounted to $ 6,392 and $ 6,580 for 2016 and 2015, respectively.

At June 30, 2016, the Organization had no material obligation under non-cancelable leases with terms in excess of one year.

NOTE 7. COMMITMENTS AND CONTINGENCIES

The Organization receives a portion of its revenues from government grants and contracts, many of whom are subject to audit by the grantor agency. The ultimate determination of amounts received under these programs generally is based upon allowable costs reported and audited. Until such audits have been completed and final settlement reached, there exists a contingency to refund any amount received in excess of allowable costs. Management is of the opinion that no material liability will result from such audits.

During the fiscal year ended June 30, 2015, the Organization entered into a memorandum of understanding with a donor organization who provided a conditional commitment to give $ 500,000 in support of the direct cost of renovations of certain clubhouse facilities. The terms of the agreement specify that the commitment will be paid by the donor via invoice or estimate submitted by the Organization for eligible expenses incurred, and eligible expenses are defined as direct costs of renovation of the designated clubhouse facilities. Contribution income recognized associated with this commitment was $ 394,483 and $ 0 during the years ended June 30, 2016 and 2015, respectively.

The Organization entered into a construction contract in the amount of $ 440,309 (including change orders), for the renovation of the Oxford clubhouse. At June 30, 2016, the Organization's remaining contractual commitment under this contract amounted to $ 46,870.

NOTE 8. CONCENTRATIONS

A significant portion of the Organization's support comes from federal, state, and local grants. This represents a concentration of revenues from particular sources. The Organization's operations could be adversely affected if these grant funds were to become unavailable in future periods

SAFEGUARD - DEMENT 61-9165

Boys & Girls Clubs of North Mississippi
2017-2018 Board Roster

Board Member **Position** **Company** **Email:**	**Mailing Address**	**Contact Info** **Wphone:** **Ephone:** **Mphone:** **FAX:**	**Term of Office**
Ashford, Chip Vice President CRA & Loans BankPlus chipashford@bankplus.net	1418 Staci Circle Tupelo, MS 38801	662.407.4223 662.321.1427 662.796.3674	Appointed 06/11
Beam, Jennifer Retired mrsjlhbeam@yahoo.com	406 Reeves Street New Albany, MS 38652	662.316.8281	Appointed 07/17
Brewer, Kelly Legacy Hospice kjdbrewer@gmail.com	106 Windham Lane Ripley, MS 38663	 662.587.7500	Appointed 8/16
Britton, Marcus Louis Physician Nephrology & Hypertension Associates mlbritton1@yahoo.com	1756 Pecan Grove Tupelo, MS 38801	662.844.4711 662.844.4801 662.760.8510	Appointed 10/13
Byrne, Tom The Byrne CPA Firm, P.A. tom@byrnezizzi.com	343 East Main, Ste. B1 Tupelo, MS 38804	662.456.5757	Appointed 10/13
Childs, Mary President, CEO & COO The Peoples Bank of Ripley mchilds@tpbripley.com	P.O. Box 419 East Jefferson Street Ripley, MS 38663	662.837.8191 662.837.8871 662.837.5262 662.837.1109	Appointed 06/09
Craig, Mark Physician Accent Plastic Surgery mcraig@nmhs.net	2147 Southridge Dr Tupelo, MS 38801	662.377.6290 662.840.7845 662.231.5016	Appointed 06/12
Gillis, Matt Corporate Operations Officer-1st VP Renasant Bank mgillis@renasant.com	209 Troy St Tupelo, MS 38802	662.680.1562 901.326.3526 662.680.1543	Appointed 01/2013
Goad, Gunner Regional Director Ext. Affairs-N. MS AT&T dg7616@att.com	740 North Madison Tupelo, MS 38804	662.841.8300 662.891.2877 662.842.9289	Appointed 8/16

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Boys & Girls Clubs of North Mississippi
2017-2018 Board Roster

MINUTE BOOK No. 74, CITY OF OXFORD
SAFEGUARD - DEMENT 61-9165

Board Member **Position** **Company** **Email:**	**Mailing Address**	**Contact Info** **Wphone:** **Ephone:** **Mphone:** **FAX:**	**Term of Office**
Goodwin, Julianne Owner Express Employment Professionals Julianne.Goodwin@ExpressPros.com	810 Garfield St Tupelo, MS 38801	662.842.5500 662.842.5971	
Graham, Minerva New Albany City Schools Daycare Owner minervagraham@yahoo.com	915 Den Mill Road New Albany, MS 38652	662.538.4100 662.538.5228	Appointed 3/13/13
Gross, Eli Commercial Relations Manager Trustmark National Bank egross@trustmark.com	106 Courthouse Square Oxford, MS 38655	662.234.4591 662.832.0813 662.234.2344	Appointed 7/16
Guajardo, Rod Journal, Inc. rod@journalinc.com	2405 Philp Dr Tupelo, MS 38801	662.678.1579 601.446.2723 662.842.2233	Appointed 01/17
Hankins, Trey CFO Hankins, Inc. treyhankins@gmail.com	107 Cobblestone Cove Ripley, MS 38663	662-587-5117	Appointed 10/13
Johnson, Patrice King patrice.king@yahoo.com		904.535.3299	Appointed 8/16
Moll, Ted MTD Products ted.moll@mtdproducts.com	1555 Columbine Drive Tupelo, MS 38801	662.566.6230 662.680.4650	Appointed 2011
Myers, Jerad Attorney Turner Law, PLLC jmyers@billturnerlaw.com	200 Enterprise Drive POB 1155 Oxford, MS 38655	662.234.2248 662.519.8391 662.236.2784	Appointed 07/17

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SAFEGUARD - DEMENT 61-9165

Boys & Girls Clubs of North Mississippi
2017-2018 Board Roster

Board Member **Position** **Company** **Email:**	**Mailing Address**	**Contact Info** **Wphone:** **Ephone:** **Mphone:** **FAX:**	**Term of Office**
Nance, John BancorpSouth Insurance john.nance@bxsi.com	201 West Main Tupelo MS 38804	662.678.8340 662.871.4344	Appointed 9/24/2014
Pirkle, Greg Attorney/Partner Phelps Dunbar greg.pirkle@phelps.com	PO Box 1220 Tupelo, MS 38802	662.842.7907 662.840.7825 662.871.1779 662.842.3873	Appointed 06/10
Plasencia, Mary Ann Community Liaison Tupelo Public School District maplasencia@tupeloschools.com	72 South Green Street Tupelo, MS 38804	662.620.6195 662.891.8498	Appointed 5/13
Raymer, John General Manager Toyota Motor Manufacturing MS Inc. john.raymer@tema.toyota.com	1200 Magnolia Way Blue Springs, MS 38828	662.317.3700 662 255.4266 662.317.3001	Appointed 03/13
Robertson, Chris Chief of Police City of New Albany Police Department chris.robertson@napolice.com	POB 110 New Albany 38652	662.534.2222 662.266.3500 662.534.1037	Appointed 10/29/2014
Rollins, Becky Community Representative becky@beckyrollins.com	1762 North Parc Circle Tupelo, MS 38804	 713.205.4366	Appointed 01/2017
Ruff, Ketra 1st Vice- President Retail Manager Tupelo Banking BancorpSouth Bank ketra.ruff@bxs.com	POB 789 Tupelo, MS 38802	662.680.2265 662.213-9312	Appointed 2/2016
Russell, Charles President, Tupelo/Fulton Trustmark National Bank crussell@trustmark.com	P. O. Box 587 Tupelo, MS 38802-0587	662.841.8700 601.720.2220 662.841-8727	Appointed 2011

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Boys & Girls Clubs of North Mississippi
2017-2018 Board Roster

MINUTE BOOK No. 74, CITY OF OXFORD
SAFEGUARD - DEMENT 61-9165

Board Member **Position** **Company** **Email:**	**Mailing Address**	**Contact Info** **Wphone:** **Ephone:** **Mphone:** **FAX:**	**Term of Office**
Sloan, Shipman Landscape Architect shipmansloan@gmail.com	PO Box 311 Tupelo, MS 38802	662.610.5588	Appointed 4/13
Sparkman, Gary Sr. Vice-President Commercial Lending BancorpSouth Bank gary.sparkman@bxs.com	POB 789 Tupelo MS 38802	662.680.2000 662.680.2015	Appointed 10/29/2014
Stroud, Billye Jean Asst. VP/Relationship Manager Discover Financial Services stroud9297@yahoo.com	593 Glendale Road New Albany MS 38652	662.317.0405	Appointed 9/24/2014
Tate, Amy Strickland Manager Government Relations Tennessee Valley Authority astate@tva.gov	2007 Nancy Drive Tupelo MS 38804	662.690.3403 662.341.1214 662.690.3601	Appointed 10/13
Thompson, Judith, Ph.D. Assistant Professor University of Mississippi jgthomps@olemiss.edu jjothouse@aol.com	306 CR 204 Abbeville, MS 38601	662.915.6786 662.234.9281 662.832.6652	Appointed 06/12
Toppin, Bruce VP/General Counsel NMHS bjt4632@att.net	830 South Gloster Tupelo, MS 38801	662.377. 4229 662.213.4043 662.377.3990	Appointed 12/2011

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AMENDED AND RESTATED BYLAWS OF BOYS & GIRLS CLUBS OF NORTH MISSISSIPPI, INC., A NON-SHARE, NON-PROFIT CORPORATION

ARTICLE I.

NAME AND OFFICES

Section 1.1 Name. The name of the corporation is Boys & Girls Clubs of North Mississippi, Inc.

Section 1.2 Principal Office. The principal office of the corporation shall be located at 213 West Main Street, Tupelo, Mississippi, which shall also be the corporation's registered office in the State of Mississippi.

Section 1.3 Additional Offices. The corporation may also have offices at such other places, either within or without the State of Mississippi, as the board of directors or the executive committee may from time to time deem appropriate.

ARTICLE II

PURPOSES

The purposes for which the corporation is formed are exclusively charitable, educational, and scientific, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law); provided however, the corporation shall not possess or exercise any power or authority either expressly, by interpretation, or by operation of law, that will prevent it at any time from qualifying and continuing to qualify as a corporation described in Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Law); nor shall it engage directly or indirectly in any activity which would cause the loss of such qualification.

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein. No substantial part of the activities of the corporation shall be the carrying on or propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these bylaws, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the

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Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law).

ARTICLE III

MEMBERSHIP

Section 3.1 Members. Pursuant to Section 175 of the Mississippi Nonprofit Corporation Act, the corporation shall have no members.

ARTICLE IV

DIRECTORS

Section 4.1

(a) General Powers. The corporate board of directors shall be the governing body of the corporation. The business of the corporation shall be managed by the board of directors, which may exercise all powers of the corporation and perform all acts that are not by law, by the certificate of incorporation or these bylaws required to be exercised or performed by some other party.

(b) Number. The number of directors shall not be less than thirty (30) twenty-one (21) nor more than sixty (60) forty-five (45) and shall be determined from time to time by resolution of the board of directors. A director shall be elected at the annual meeting of the directors, shall begin service on January 1st of the next year and shall hold office until his/her respective successor is elected or until his/her death, resignation or removal. Each community advisory board shall appoint two members of their board (selected by the community advisory board) to serve as ex-officio voting members of the corporate board and not be counted in the numbers above. All corporate board members are expected to meet membership expectations as approved by the corporate board of directors.

(c) Classification and Term. The directors (other than the ex officio directors) shall be classified into three (3) classes consisting of an equal number of directors in each class (hereinafter referred to, respectively, as Class 1, Class 2 and Class 3). The term of each class of directors shall be a period of three (3) years. The terms of a class of directors which expire in a given year shall expire as of December 31st of that year.

Section 4.2 Nominations. Nominations for persons to serve on the board of directors shall be made by the development committee. Nominations may also be made by any director by petition, signed by the director and filed with the secretary of the corporation at least ten (10) days prior to the annual October meeting of the directors.

Section 4.3 Vacancies. Any vacancy in the board of directors shall be filled by the board of directors upon recommendation of the executive committee for the unexpired term of that director.

Section 4.4 Removal or Resignation: Any director, excluding an ex officio director, may be removed by a majority of the entire board of directors. Any director may resign by giving written notice to the president or to the secretary. Unless otherwise specified in such notice, the resignation shall take effect upon delivery to the designated officer. A resignation need not be accepted in order to become effective.

ARTICLE V.

MEETINGS OF DIRECTORS

Section 5.1 Annual Meeting. The annual meeting of the board of directors shall be held in October of each year at a time and place to be fixed by the board of directors, for the purpose of receiving reports of officers, committees and the chief professional officer; to elect members of the board of directors; and to act on any other matters that may properly come before the annual meeting. Written notice of the annual meeting of directors shall be given to all directors not less than thirty (30) days prior to the meeting.

Section 5.2 Regular Meetings. Regular meetings of the board of directors may be held at such time and place as may be established by the board of directors or the executive committee. Notice of such regular meetings shall be given at least thirty (30) days prior to the meeting.

Section 5.3 Special Meetings. Special meetings of the board of directors may be called by the president. Special meetings shall be called by the president or by the secretary on the written request of a majority of the entire board of directors or a majority of the entire executive committee. The secretary shall give written notice to each director of special meetings at least three (3) days before the date of said meeting or telephone notice to each director at least twenty-four (24) hours before the meeting.

Section 5.4 Quorum and Adjournments. At all meetings of the board of directors, twenty-five percent (25%) of the directors, excluding ex officio voting members of the board of directors, shall constitute a quorum for the transaction of business. The vote of a majority of the directors present at any meeting at which there is a quorum shall be the act of the board of directors, except as may be otherwise specifically provided by law, the certificate of incorporation or these bylaws. If a quorum is not present at a meeting of the board of directors, the directors present may adjourn the meeting from time to time and from place to place, without notice, other than announcement at the meeting at which the adjournment is taken, until a quorum shall be present.

Section 5.5 Presiding Officer. The president shall preside at all meetings of the board of directors. If the president is not present, the president elect shall preside. If the president elect is not present, then a person appointed by the board of directors shall preside. The secretary of the corporation shall act as secretary of the meeting. If the secretary is not present, then a person chosen by the board of directors shall act as secretary.

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Section 5.6 Action by Consent. Any action required or permitted to be taken at any meeting of the board of directors may be taken without a meeting if a written consent to such action is signed by all members of the board of directors, including ex officio voting members, and such written consent is filed with the minutes of its proceedings.

Section 5.7 Meetings by Telephone or Similar Communications Equipment. Any member or members of the board of directors may participate in a meeting of the board of directors by means of conference telephone or similar communications equipment by means of which all directors participating in the meeting can hear each other and participation in such a meeting shall constitute presence in person by any such director at such meeting.

ARTICLE VI.

OFFICERS

Section 6.1 Designation. The officers shall consist of a president (who shall serve as an ex officio member of all standing committees), a president elect (who shall serve as an ex officio member of all standing committees), a vice president of development, a vice president of support services, a vice president of operations, a secretary and a treasurer, all of whom shall be elected annually by the board of directors. The board of directors or the executive committee may create such other offices as are necessary or appropriate from time to time. Vacancies in offices may be filled by the board of directors upon recommendation of the executive committee. All officers of the corporation shall exercise the powers and perform the duties that shall from time to time be determined by the board of directors or by the executive committee.

Section 6.2. Term of, and Removal from, Office. Each officer of the corporation shall hold office for one year and may not serve more than two (2) consecutive terms in the same office. Any officer may be removed, with or without cause, at any time by the board of directors or by the executive committee.

Section 6.3 President. The president shall be the chief (volunteer) officer of the corporation and, subject to the direction of the board of directors and the executive committee, shall have general chare of the business, affairs and property of the corporation and general supervision over its other officers and agents. The president shall appoint the members of all committees; sign such papers as may be required by his/her office or as may be directed by the board of directors; make such reports and recommendations to the board of directors at any regular or special meetings concerning the work and affairs of the corporation, as his/her judgment may be necessary for their information and guidance; request from the treasurer, secretary and chief professional officer such reports as in his/her judgment are necessary. In general, he/she shall perform all duties incident to the office of president and shall see that all orders and resolutions of the board of directors and of the executive committee are carried into effect. The president shall preside at all meetings of the directors and the executive committee.

Section 6.4 President Elect. The president elect shall preside at all meetings of the board of directors where the president cannot preside and shall assume all duties of the president upon expiration of the president's term or upon other such absence, resignation or inability to act

in the office of president as shall occur. The president elect shall make such reports and recommendations to the board of directors and chair other such committees as the president shall direct and shall assist the president in all of the functions of the office of president. The president elect shall perform such other duties as may be incidental to the office.

Section 6.5 Vice President of Development. The vice president of development shall serve as chairperson of the development committee and shall hold meetings as often as the board of directors or the executive committee shall direct and perform such other duties as are incidental to the office. The vice president of development shall make reports and recommendations to the executive committee and board of directors concerning the work and affairs of the development committee.

Section 6.6 Vice President of Support Services. The vice president of support services shall serve as chairperson of the support services committee and shall hold meetings as often as the board of directors or the executive committee shall direct and perform such other duties as are incidental to the office. The vice president of support services shall make reports and recommendations to the executive committee and board of directors concerning the work and affairs of the support services committee.

Section 6.7 Vice President of Operations. The vice president of operations shall serve as chairperson of the operations committee and shall hold meetings as often as the board of directors or the executive committee shall direct and perform such other duties as are incidental to the office. The vice president of operations shall make reports and recommendations to the executive committee and board of directors concerning the work and affairs of the operations committee.

Section 6.9 Secretary. The secretary shall attend all meetings of the board of directors and record all votes and the proceedings of the meetings in a minute book kept for that purpose. The secretary shall perform like duties for the executive committee. The secretary shall give, or cause to be given, notice of all annual and special meetings of the board of directors and shall perform such other duties as may from time to time be prescribed by the board of directors, the executive committee or the president. The secretary shall keep an accurate record of attendance of members and furnish the nominating subcommittee with a list of officers and members of the board of directors whose terms shall expire at the end of the year. The secretary shall have custody of the seal of the corporation, and he/she shall have authority to affix it to any instrument requiring it, and when so affixed, the seal may be attested by his/her signature. The board of directors or the executive committee may give general authority to any other officer to affix the seal of the corporation and to attest the affixing thereof by his/her signature.

Section 6.10 Treasurer. The treasurer shall have custody of the corporate funds and other valuable effects and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may from time to time be designated by the board of directors or the executive committee. The treasurer shall distribute the funds of the corporation in accordance with the orders of the board of directors or the executive committee, taking proper vouchers for such disbursements, and shall render to the

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president, the board of directors and the executive committee an account of all his/her transactions as treasurer and of the financial condition of the corporation. The treasurer receives and has custody of all deeds, securities, notes, contracts and other financial papers of the corporation and place them for safekeeping in a place designated by the board of directors and under such rules of access as such board of directors shall determine; cause the books of account of the corporation to be audited at least once annually by a public accountant approved by the board of directors and cause to be prepared and present at each annual meeting of the directors of the corporation a comprehensive financial statement including the report of the accounts. The treasurer shall have authority to affix the seal of the corporation to any document requiring it, and when so affixed, the seal may be attested by his/her signature.

Section 6.11 Execution of Instruments. The president shall have the authority to execute on behalf of the corporation such contracts, deeds, leases and other documents and instruments as may be required in the ordinary conduct of the business of the corporation, and all such documents shall be executed by the president as directed by the board of directors.

ARTICLE VII.

CHIEF PROFESSIONAL OFFICER

Section 7.1 Appointment of Chief Professional Officer. The board of directors shall appoint a chief professional officer of the corporation, fix his/her compensation, prescribe his/her duties and the terms of his/her employment, and supervise and evaluate his/her job duties.

Section 7.2 Duties of Chief Professional Officer. The chief professional officer shall manage the affairs and direct the work and employees of the corporation, subject to, and in accordance with, the directions of the board of directors; prepare budgets of expense for the approval of the finance committee; and be authorized to incur expenses in accordance with the approved budget, or as directed by the board of directors.

Section 7.3 Attendance at Meetings. The chief professional officer shall attend all meetings of the board of directors, executive committee and/or standing committees of the corporation unless otherwise directed by the board of directors or the executive committee.

Section 7.4 Reports of Chief Professional Officer. The chief professional officer shall from time to time make reports of the work and affairs of the corporation to the president, board of directors and the executive committee at the regular or special meetings.

ARTICLE VIII.

COMMITTEES

Section 8.1 Executive Committee. The executive committee shall consist of the officers of the corporation, the immediate past president of the corporation and the advisory board presidents of all community advisory boards of the corporation.

The executive committee shall have and may exercise all the powers and authority delegated to it by the board of directors in the management of the business and affairs of the corporation. The executive committee shall make recommendations of actions to the board of directors. The executive committee shall not (1) amend the certificate of incorporation, (2) adopt an agreement of merger or consolidation, (3) sale, lease or exchange of all or substantially all of the corporation's property and assets, (4) dissolve the corporation or revoke a dissolution, or (5) amend the bylaws of the corporation.

The president shall be the chairman of and preside at meetings of the executive committee. If the president is not present, the president-elect shall preside. If the President-elect is not present, then a member of the executive committee chosen by a majority of the members present shall preside. The secretary of the corporation shall act as secretary at meetings of the executive committee. If the secretary is not present, then a person chosen by the executive committee shall act as secretary of the executive committee.

Section 8.2 Development Committee. There shall be a development committee composed of at least five (5) members of the board of directors. The vice president of development shall serve as ex-officio voting member of the development committee. The other members shall be appointed by the president. The vice president of development of each community advisory board shall serve as an ex-officio voting member of the development committee.

8.2.a Duties of Development Committee. The development committee coordinates plans for fund raising projects; establish an endowment program; maintain satisfactory donor records and safeguard funds to ensure donor accountability. The committee shall develop and carry out a year round public relations program including using Boys & Girls Clubs of America materials; plan and carry out Boys & Girls Club weekly promotional activities; promote and publicize programs and special events; supply news items to all media; make contact with local civic groups; ensure that all public relations efforts and concepts are consistent with the philosophy of Boys & Girls Clubs of America and to make other such recommendations to the board and carry out other such functions as the board of directors may direct; The committee is responsible for board development; including development of a board profile, promoting board members, planning and implementing annual meetings, and contacting board members absent from three consecutive board meetings.

8.2.b Presiding Officer. The vice president of development shall be the chairman of and preside at meetings of the development committee. If the vice president of development is not present, then a member of the development committee chosen by a majority of the members present shall preside. A person chosen by the development committee shall act as secretary of the development committee.

Section 8.3. Support Services Committee. There shall be a support services committee composed of at least five (5) members of the board of directors. The vice president of support services shall be an ex officio voting member of the support services committee. The vice president of support services of each community advisory board shall serve as an ex-officio

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voting member of the support services committee. Other members shall be appointed by the president.

8.3.a Duties of the Support Services Committee. The support services committee is responsible for developing the annual budget for corporate board approval; ensuring that the organization meets all federal, state and local laws requiring financial accountability; ensuring that the corporation is meeting all federal, state, and local laws; makes recommendations to the Board of Directors concerning all insurance and legal matters of the corporation; shall review all administrative and financial matters affecting the organization and make recommendations to the Board of Directors and the Executive Committee. The committee makes recommendations to the Board of Directors concerning all financial affairs of the corporation.

8.3.b Presiding Officer. The vice president of support services shall be the chairman of and preside at meetings of the support services committee. If the vice president of support services is not present, then a member of the support services committee chosen by a majority of the members present shall preside. A person chosen by the support services committee shall act as secretary of the support services committee.

Section 8.4. Operations Committee. There shall be an operations committee composed of at least five (5) members of the board of directors. The vice president of operations shall be an ex officio voting member of the operations committee. The other members shall be appointed by the president. The vice president of operations of each community advisory board shall serve as an ex-officio voting member of the operations committee.

8.4.a Duties of the Operations Committee. The operations committee shall develop major program areas of the year in conjunction with the staff of the corporation; evaluate the programs with the staff of the corporation to make sure that the programming is consistent with organizational goals; review the costs of programs and activities; recommend new program areas; recommend club hours of operation; inspect the building and grounds and develop a schedule for needed improvements and maintenance; develop a schedule for service, replacement and repair of equipment at the clubs and assist in obtaining volunteers, materials and supplies; make recommendations for new program operations within the corporate service area.

8.4.b Presiding Officer. The vice president of operations shall chair and preside at meetings of the operations committee. If the vice president of operations is not present, then a member of the operations committee chosen by a majority of the members present shall preside. A person chosen by the operations committee shall act as secretary of the operations committee.

Section 8.58.5.8.5. Section 8.7 Other Committees. The board of directors, the executive committee or the president, with the approval of the board of directors, shall appoint other committees as may be appropriate from time to time. All such committees shall report to the board of directors or the executive committee.

ARTICLE IX.

MEETINGS OF COMMITTEES

Section 9.1 Procedure, Action and Meetings. Except as otherwise provided in these bylaws, each committee shall establish its own rules of procedure and shall meet at such time and place as shall be established by the committee. Any committee which is appointed by the board of directors shall act in an advisory capacity to the board of directors and shall not take action on behalf of the corporation unless the resolution creating the committee or bylaws specifically authorizes such committee to act on behalf of the corporation. Each committee shall keep minutes of its meetings.

Section 9.2 Quorum. Twenty-five percent (25%) of the members of any committee, including ex officio voting members, shall constitute a quorum. The act of a majority of the members present at any meeting of any committee except the executive committee, at which there is a quorum, shall be the act of such committee. The affirmative vote of a majority of the members of the entire executive committee shall be necessary for the taking of any action by the executive committee.

Section 9.3 Action by Consent. Any action required or permitted to be taken at any meeting of any committee may be taken without a meeting if a written consent to such action is signed by all members of the committee, including ex officio voting members of such committee, and such written consent is filed with the minutes of its proceedings.

Section 9.4 Meetings by Telephone or Similar Communications Equipment. Any member or members of any committee may participate in a meeting of such committee by means of conference telephone or similar communications equipment by means of which all persons participating in such meeting can hear each other, and participation in such a meeting shall constitute presence in person by any such committee member at such meeting.

ARTICLE X.

REGIONAL CLUBS

The corporation may from time to time open a Boys & Girls Club in a community that is separate and apart from the clubs in the vicinity of the corporation's corporate offices. In an effort to promote community support and to help ensure the success of the club, the corporation may establish a community advisory board with local officers for the oversight, programs assessment, resource development, and marketing of the said club, referred to in these bylaws as a "clubhouse."

Section 10.1 Community Advisory Boards. If the corporate board of directors approves the establishment of a clubhouse in a specific community, then each community may establish a community advisory board. The initial community advisory board for each clubhouse shall be approved by the board of directors of the corporation upon the recommendation of individuals from the community in which the clubhouse is located.

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10.1.a General Powers. The community advisory board shall give advice and oversight to the clubhouse. The community advisory board shall make recommendations to the corporate board of directors and the executive committee regarding all business related to that specific community clubhouse.

10.1.b Number. The number of directors on an advisory board shall be not less than twenty (20) fifteen (15) nor more than forty-five (45) thirty (30) and shall be determined from time to time, by resolution of the community advisory board. Directors of the community advisory board shall be elected at the annual meeting of the community advisory board, shall begin service beginning at the beginning of the fiscal year and shall hold office until their respective successors are elected or until death, resignation or removal.

10.1.c Classification and Term. The directors (other than the ex officio directors) shall be classified into three (3) classes consisting of an equal number of directors in each class (hereinafter referred to, respectively, as Class 1, Class 2 and Class 3). The term of each class of directors shall be a period of three (3) years. The terms of a class of directors which expire in a given year shall expire at the end of the fiscal year of that year.

10.1.d Removal or Resignation. Any director on the community advisory board may be removed by a majority of the entire community advisory board. Any community advisory board member may resign by giving written notice to the advisory board president or to the advisory board secretary. Unless otherwise specified in such notice, the resignation shall take effect upon delivery to the designated officer. A resignation need not be accepted in order to become effective.

10.1.e Annual Meeting. The annual meeting of the community advisory board shall be held in October of each year at a time and place to be fixed by the community advisory board for the purpose of receiving reports of advisory board officers and the advisory board committees; to elect members of the community advisory board; and to act on any other matters that may properly come before the annual meeting. Written notice of the annual meeting of community advisory board shall be given to all advisory board members not less than thirty (30) days prior to the meeting.

10.1.f Regular Meetings. Regular meetings of the community advisory boards may be held at such time and place as may be established by the community advisory board or the advisory board executive committee. Notice of such regular meetings shall be given at least thirty (30) days prior to the meeting.

10.1.g Special Meetings. Special meetings of the community advisory board may be called by the community advisory board president. Special meetings shall be called by the advisory board president or by the advisory board secretary on the written request of a majority of the entire community advisory board or a majority of the entire community advisory board executive committee. The advisory board secretary shall give written notice to each advisory board member of special meetings at least three (3) days before the date of said meeting or telephone notice to each director at least twenty-four (24) hours before the meeting.

10.1.h Quorum and Adjournments. At all meetings of the community advisory board, twenty-five percent (25%) of the community advisory board members shall constitute a quorum for the transaction of business. The vote of a majority of the advisory board directors present at any meeting at which there is a quorum shall be the act of the advisory board. If a quorum is not present at a meeting of the community advisory board, the advisory board directors present may adjourn the meeting from time to time and from place to place, without notice, other than announcement at the meeting at which the adjournment is taken, until a quorum shall be present.

10.1.i Presiding Officer. The advisory board president shall preside at all meetings of the community advisory board. If the advisory board president is not present, the advisory board president elect shall preside. If the advisory board president elect is not present, then a person appointed by the advisory board shall preside. The advisory board secretary of the corporation shall act as secretary of the meeting. If the advisory board secretary is not present, then a person chosen by the advisory board shall act as secretary.

10.1.j Action by Consent. Any action required or permitted to be taken at any meeting of the community advisory board may be taken without a meeting if a written consent to such action is signed by all members of the advisory board and such written consent is filed with the minutes of its proceedings.

10.1.k Meetings by Telephone or Similar Communications Equipment. Any member or members of the advisory board may participate in a meeting of the advisory board by means of conference telephone or similar communications equipment by means of which all advisory board directors participating in the meeting can hear each other, and participation in such a meeting shall constitute presence in person by any such director at such meeting.

Section 10.2 Advisory Board Officers. Each community advisory board shall elect a president, a president-elect, a vice president for development, a vice president for support services, a vice president for operations, a secretary/treasurer all of whom shall be elected by the community advisory board. Vacancies in offices may be filled by the community advisory board. All advisory board officers of the corporation shall exercise the powers and perform the duties that shall from time to time be determined by the community advisory board and approved by the corporate board of directors.

Section 10.3 Terms of Office. Each officer of the community advisory board shall hold office for one year and may not serve more than two (2) consecutive terms in the same office. Any officer may be removed, with or without cause, at any time by the board of directors or by the executive committee.

10.3.a President. The advisory board president shall be the chief volunteer officer of the advisory board club and, shall have general oversight of the business, affairs and property of the local club and general supervision over its other officers and agents. The president shall appoint the members of all advisory board committees; make such reports and recommendation to the board of directors or the advisory board at any regular or special meetings concerning the work and affairs of the advisory board club as his/her judgment may be

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necessary for their information and guidance; request from the advisory board secretary/treasurer such reports as in his/her judgment are necessary. In general, he/she shall perform all duties incident to the office of president and shall see that all orders and resolutions of the board of directors and of the executive committee are carried into effect with respect to the advisory board club. The president shall preside at all meetings of the advisory board.

10.3.b President Elect. The advisory board president elect shall preside at all meetings of the advisory board where the advisory board president cannot preside and shall assume all duties of the advisory board president upon expiration of the advisory board president's term or upon other such absence, resignation or inability to act in the office of president as shall occur. The advisory board president elect shall make such reports and recommendations to the advisory board and the board of directors and chairs other such committees as the advisory board president shall direct and shall assist the advisory board president in all of the functions of the office of president. The advisory board president-elect shall perform such other duties as may be incidental to the office.

10.3.c Vice President of Development. The advisory board vice president of development shall serve as chairperson of the advisory board development committee and shall hold meetings as often as the advisory board shall direct and perform such other duties as are incidental to the office of vice president of development for the advisory board club. The advisory board vice president of development shall make reports and recommendations to the advisory board concerning the work and affairs of the advisory board development committee.

10.3.d Vice President of Support Services. The advisory board vice president of Support Services shall serve as chairperson of the advisory board support services committee and shall hold meetings as often as the advisory board shall direct and perform such other duties as are incidental to the office of vice president of support services for the advisory board club. The advisory board vice president of support services shall make reports and recommendations to the advisory board concerning the work and affairs of the advisory board support services committee.

10.3.e Vice President of Operations. The advisory board vice president of operations shall serve as chairperson of the advisory board operations committee and shall hold meetings as often as the advisory board shall direct and perform such other duties as are incidental to the office of vice president of operations of the advisory board club. The advisory board vice president of operations shall make reports and recommendations to the community advisory board concerning the work and affairs of the advisory board operations committee.

10.3.10.3.g Secretary/Treasurer. The advisory board secretary/treasurer shall attend all meetings of the advisory board and record all votes and the proceedings of the meetings in a minute book kept for that purpose. The advisory board secretary/treasurer shall give, or cause to be given, notice of all annual and special meetings of the advisory board, and shall perform such other duties as may from time to time be prescribed by the advisory board of the advisory board president. The advisory board secretary shall keep an accurate record of attendance of members and shall provide a list of all members of the advisory board and a list of the advisory board officers to the secretary of the corporation. The secretary/treasurer shall have

oversight of the corporate funds related to the advisory board club and other valuable effects and shall report on receipts and disbursements in books related to the advisory board club.

10.3.

Section 10.4 Advisory Board Committees. Each advisory board club shall have an executive committee, a development committee, a support services committee, an operations committee, and such other committees as the advisory board may determine to be appropriate from time to time. All such committees shall report to the advisory board. Each committee shall establish its own rules of procedure and shall meet at such time and place as shall be established by the committee. Each committee shall keep minutes of its meetings. Twenty-five (25%) of the members of any committee shall constitute a quorum. The act of a majority of the members present at any meeting of any committee at which there is a quorum shall be the act of such committee.

10.4.a. Executive Committee. The executive committee shall consist of the advisory board officers of the advisory board and the immediate past president of the advisory board.

(i) Powers of Executive Committee. The executive committee shall have and may exercise all the powers and authority delegated to it by the corporate board of directors in the oversight of the business and affairs of the club. The executive committee shall make recommendations of actions to the advisory board and to the corporate board of directors and the executive committee.

(ii) Presiding Officer. The advisory board president shall be the chairman of and preside at meetings of the advisory board executive committee. If the advisory board president is not present, the advisory board president elect shall preside. If the advisory board president elect is not present, then a member of the advisory board executive committee chosen by a majority of the members present shall preside. The advisory board secretary shall act as secretary at meetings of the advisory board executive committee. If the advisory board secretary is not present, then a person chosen by the advisory board executive committee shall act as secretary of the advisory board executive committee.

10.4.b Development Committee. There shall be an advisory board development committee the number of members of which shall be set by the advisory board annually. The advisory board vice president of development shall be an ex officio voting member of the advisory board development committee. The other members shall be appointed by the advisory board president.

(i) Duties of Development Committee. The committee coordinates plans for fund raising projects; assists in establishing an endowment program; safeguard funds to ensure donor accountability. The committee makes recommendations to the Board of Directors concerning all financial affairs of the regional club. The committee shall develop and carry out a year round public relations program including using Boys & Girls Clubs of America materials; plan and carry out Boys & Girls Club weekly promotional activities; promote and publicize programs and special events; supply news items to all media; make contact with local civic

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groups; ensure that all public relations efforts and concepts are consistent with the philosophy of Boys & Girls Clubs of North Mississippi.

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(iii) Presiding Officer. The advisory board vice president of development shall be the chairman of and preside at meetings of the advisory board development committee. If the advisory board vice president of development is not present, then a member of the advisory board development committee chosen by a majority of the members present shall preside. A person chosen by the advisory board development committee shall act as secretary of the advisory board development committee.

10.4.c Support Services Committee. There shall be an advisory board support services committee the number of members of which shall be set by the advisory board annually. The advisory board vice president of support services shall be an ex officio voting member of the advisory board support services committee. The other members shall be appointed by the advisory board president.

(i) Duties of the Advisory Board Support Services Committee. The advisory board support services committee shall review all administrative and financial matters affecting the regional club and make recommendations to the Board of Directors and the Executive Committee. The committee develops the annual budget for the clubhouse and presents this budget to the corporate finance committee for approval; the committee also reviews the actions and progress of the clubhouse to meet the goals and objective of its strategic plan; make other such recommendations to the advisory board and carry out other such functions as the community advisory board directs.

(ii) Presiding Officer. The advisory board vice president of support services shall be the chairman of and preside at meetings of the advisory board support services committee. If the advisory board vice president of marketing and development is not present, then a member of the advisory board support services chosen by a majority of the members present shall preside. A person chosen by the advisory board support services shall act as secretary of the advisory board support services.

10.4.d Operations Committee. There shall be an advisory board operations committee the number of members of which shall be set by the advisory board annually. The advisory board vice president of operations shall be an ex officio voting member of the operations committee. The other members shall be appointed by the advisory board president.

(i) Duties of the Advisory Board Operations Committee. The advisory board operations committee shall develop major program areas of the year for the advisory board club in conjunction with the staff of the advisory board club and the operations committee of the corporation; evaluate the programs with the staff of the advisory board club to make sure that the programming is consistent with organizational goals; review the costs of programs and activities of the advisory board club; recommend new program areas; recommend hours of operation for the advisory board club; inspect the building and grounds and develop a schedule for needed improvements and maintenance; develop a schedule for service, replacement and repair of equipment at the advisory board club and assist in obtaining volunteers, materials and supplies.

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(ii) Presiding Officer. The advisory board vice president of operations shall be the chairman of and preside at meetings of the advisory board operations committee. If the advisory board vice president of operations is not present, then a member of the advisory board operations committee chosen by a majority of the members present shall preside. A person chosen by the operations committee shall act as secretary of the advisory board operations committee.

10.4.e 10.4.f

ARTICLE XI

LEADERSHIP (HONORARY) BOARD

The corporation may establish an "Honorary Board" to act in an advisory capacity and to assist in obtaining and maintaining a favorable image in the areas in which the corporation maintains clubs. The Leadership Board will counsel with the board of directors upon matters of import to the corporation when requested by the president.

Section 11.1 Function of Leadership Board. The Leadership Board will assist the board of directors in achieving the goals and objectives of the corporation.

(a) Planning. The Leadership Board shall review and advise the corporation with respect to its mission/philosophy and shall review and evaluate the corporation's programs and operations.

(b) Financial. The Leadership Board shall oversee the financial accountability of the corporation; assist and advise in the on-going process of budget development; assist and advise in raising funds and/or ensuring that adequate funds are raised to support the corporation's policies and programs, and provide counsel in the maintenance of properties or investments.

(c) Community Relations. The Leadership Board shall advise the board of directors regarding the corporation's effectiveness in addressing community needs; assist in projecting the best positive image to the public of the corporation's services and achievements, and in effect acting as emissaries of the corporation within the community.

(d) Board Development. The Leadership Board shall assist the board of directors in seeking the best qualified replacements for those directors who are unable to continue service on the board of directors and to integrate new directors in a suitable manner.

(e) Recognition. The Leadership Board shall assist the board of directors in reviewing the accomplishments in youth service throughout the communities in which the corporation has clubs and recognizing both individual and group achievements that advance the goals and objectives of the corporation.

Section 11.2 Composition. The Leadership Board shall be composed of not more than fifteen (15) people, as set by the board of directors, who have demonstrated leadership in the

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business and civic affairs of the communities in which the corporation has clubs and are by reputation among the leaders and motivators of said areas. Members shall be elected by the board of directors of the corporation.

Section 11.3 Officers. The Leadership Board shall be authorized to elect a chairman and such other officers as it deems appropriate.

Section 11.4 Liability. Members of the Leadership Board are to be held harmless and are indemnified against any liability arising out of the operation of the corporation.

Section 11.5 Term of Membership. Membership on the Leadership Board shall be for a three (3) year term from the date of appointment to the board. Individuals may be reelected to Leadership Board without regard to the number of terms previously served. A member of the Leadership Board may resign at any time.

ARTICLE XII

TRANSACTIONS WITH INTERESTED PARTIES

The corporation shall follow the policy set forth in this his/her Article to protect the interest of the corporation when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the corporation. This his/her policy is intended to supplement, but not replace, any state laws governing conflicts of interest applicable to nonprofit and charitable corporations.

Section 12.1 Definitions.

(a) Interested Person. Any director, principal officer or member of a committee with board delegated powers or any other individual in a position to exercise substantial influence over the affairs of the corporation, who has a direct or indirect financial interest, as defined below, is an interested person.

(b) Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment or family:

(i) an ownership or investment interest in any entity with which the corporation has a transaction or arrangement, or

(ii) a compensation arrangement with the corporation or with any entity or individual with which the corporation has a transaction or arrangement, or

(c) a potential ownership or investment in, or compensation arrangement with, any entity or individual with which the corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration, as well as gifts or favors that are substantial in nature.

A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the appropriate board or committee decides that a conflict of interest exists.

Section 12.2 Procedures.

(a) Duty to Disclose. In connection with any actual or possible conflicts of interest, an interested person must disclose the existence and nature of his/her or her financial interest and must be given the opportunity to disclose any material facts to the directors and members of committees with board delegated powers considering the proposed transaction or arrangement.

(b) Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussions with the interested person, he or she shall leave the board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

(c) Procedures for Addressing the Conflict of Interest.

(i) An interested person may make a presentation at the board or committee meeting, but after such presentation, he or she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that result in the conflict of interest.

(ii) The president of the corporation or chairperson of the committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(iii) After exercising due diligence, the board or committee shall determine whether the corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.

(iv) If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

(3) Violations of the Conflicts of Interest Policy.

(a) If the board or committee has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

(b) If, after hearing the response of the member and making such further investigation as may be warranted in the circumstances, the board or committee determines that the member has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Section 12.3 Records of Proceedings. The minutes of the board and all committees with board-delegated powers shall contain:

(a) the names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present and the board's or committee's decision as to whether a conflict of interest in fact existed.

(b) the names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

Section 12.4 Compensation Committees. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the corporation for services is precluded from voting on matters pertaining to that member's compensation.

Section 12.5 Annual Statements. Each director, principal officer and member of a committee with board delegated powers shall annually sign a statement which affirms that such person:

(a) has received a copy of the conflicts of interest policy,

(b) has read and understands the policy,

(c) has agreed to comply with the policy, and understands that the corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Section 12.6 Periodic Reviews. To ensure that the corporation operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

(1) Whether compensation arrangements and benefits are reasonable and are the results of arm's-length bargaining.

(2) Whether acquisitions of property result in inurnment or impermissible private benefit.

(3) Whether partnership and joint venture arrangements and arrangements with management service organizations conform to written policies, are properly recorded, reflect reasonable payments for goods and services, further the corporation's charitable purposes and do not result in inurnment or impermissible private benefit.

(4) Whether agreements with employees further the corporation's charitable purposes and do not result in inurnment or impermissible private benefit.

Section 12.7 Use of Outside Experts. In conducting the periodic reviews provided for above, the corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the board of its responsibility for ensuring that periodic reviews are conducted.

ARTICLE XIII

INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS

Section 13.1 General. The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or on behalf of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, finds (including, but not limited to, excise taxes) and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or on opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was unlawful.

Section 13.2 Suits by or on Behalf of a Corporation. The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or on behalf of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorney's fees) actually and reasonably incurred by him in

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connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person still have been adjudged to be liable to the corporation unless and only to the extent that a court of competent jurisdiction or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 13.3 Mandatory Indemnification. To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suite or proceeding referred to in Sections 13.1 and 13.2, or in defense of any claim, issue or mater therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 13.4 Permissible Indemnification. Any indemnification under Sections 13.1 and 13.2 (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 13.1 and 13.2. Such determination shall be made (1) by majority vote of the directors on the executive committee who are not parties to such action, suit or proceeding, even though less than a quorum, or (2) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (3) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (4) by the members.

Section 13.5 Advances of Expenses. Expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative or investigative action, suite or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the corporation as authorized in this article. Such expenses (including attorneys' fees) incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the board of directors or executive committee deems appropriate. The board of directors (or the executive committee) shall not unreasonably refuse to pay such expenses in advance of the final disposition of an action involving directors or officers of the corporation.

Section 13.6 Non-Exclusive. The indemnification and advancement of expense provided by, or granted pursuant to, the other sections of this article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any agreement, vote of disinterested directors or otherwise, both as to action in his/her official capacity and as to action in another capacity while holding such office.

Section 13.7 Insurance. The corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee

or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his/her status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of this section.

Section 13.8 Corporate Combinations. For purposes of this article, references to "the corporation" shall include, in addition to Boys & Girls Clubs of North Mississippi, Inc., the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this article with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

Section 13.9 Other Enterprises. For purposes of this article, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the corporation" shall include any service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the corporation" as referred to in this article.

Section 13.10 Continuation of Indemnification. The indemnification and advancement of expenses provided by, or granted pursuant to, this article shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 13.11 Captions. The captions or headings at the beginning of each section hereof are for convenience only and shall not be construed to have any effect or meaning with respect to the content of such sections.

ARTICLE XIV

NOTICES

Section 14.1 Manner of Delivery. Whenever notice is required to be given to the membership, it shall be given in writing mailed to the member at his/her address as it appears on the books of the corporation, unless otherwise specifically provided by law or these bylaws. Notice to a director may be given in writing mailed to the director at his/her address as it appears on the books of the corporation, unless other specifically provided by law or these bylaws.

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Notices given to the membership or to directors by mail shall be deemed to be given by personally delivering written notice to the director, by telephoning notice to the director or by faxing such notice to the director at his/her address as it appears on the records of the corporation. Notices given by facsimile shall be deemed to be given when received.

Section 14.2 Waiver. Whenever any notice is required to be given for any reason, a written waiver thereof signed by the person entitled to said notice, whether before or after the time stated therein, shall be deemed to be equivalent to such notice. A member who attends a meeting of the membership without protesting at the commencement of the meeting the lack of notice thereof, or any director who attends a meeting of the board of directors or any committee without protesting at the commencement of the meeting the lack of notice, shall be conclusively deemed to have waived notice of such meeting.

ARTICLE XV

DISSOLUTION

Upon the dissolution of the corporation, the board of directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all the assets of the corporation exclusively for the purposes of the corporation in such a manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law), as the board of directors shall determine. Any such assets not so disposed of shall be disposed of by the chancery court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE XVI

FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of January and end on the last day of December each year.

ARTICLE XVII

SEAL

The corporate seal shall have inscribed thereon the name of the corporation and the work "Seal."

ARTICLE XVIII

GOVERNING LAW

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Boys & Girls Clubs of North Mississippi, Inc. is a corporation established under the laws of the State of Mississippi. These bylaws are adopted pursuant to the Mississippi Nonprofit Corporation Act and shall be construed in accordance with the laws of the State of Mississippi.

ARTICLES XIX

AMENDMENTS

The board of directors shall have authority to alter, amend or repeal these bylaws and to adopt new bylaws at any regular meeting of the directors or at any special meeting of the director, the notice of which states that one of the purposes of the meeting is the amendment of the bylaws; provided however, the board of directors cannot amend any provision in a manner which would adversely affect the corporation's exception under Section 501(c) (3) of the Internal Revenue Code.

These Amended and Restated Bylaws are adopted by majority vote of the entire board of directors of Boys & Girls Clubs of North Mississippi, Inc. on this, the 26th day of September, 2006.

Zell Long
ZELL LONG, PRESIDENT

ATTEST:

Jane Taylor
JANE TAYLOR, SECRETARY

BOYS & GIRLS CLUBS OF NORTH MS 2017-2018 ACCOUNT	Oxford
REVENUE	
Donations	57,765
Parent Club Contributions	3,695
Grants	24,160
Fundraiser	10,828
Special Events	22,104
United Way	36,400
TANF	31,222
OJP	10,000
Summer Fees	17,851
After School Activity Fees	6,771
Transportation Fees	-
Interest Income	162
Endowment Income	16,000
Store Sales	-
Miscellaneous	1,167
REVENUE TOTALS	238,125
EXPENDITURES	
Payroll	175,823
Employee Benefits	13,078
Payroll Taxes	16,252
Professional Services	4,440
Computer Services	1,092
Store Supplies	-
Program Supplies	5,148
Office Supplies	2,613
Telephone	5,911
Gas	1,952
Water	1,112
Electricity	12,733
Postage	1,109
Rent	1,680
Property Maintenance	5,000
Equipment Rental & Maint	1,488
Travel	740
Gas & Oil	3,110
Vehicle Maintenance	2,331
Meeting Expenses	460
MSAll Staff Conference	980
National Conference	439
Southeast Conference	788
Area Council Conference	243
Youth Development	741
Staff Development	435
Board Meetings	700
Insurance	9,231
Dues	4,387
Marketing Expense	1,214
Fundraising Expenses	6,612
Bank Charges	302
Background Checks	803
Miscellaneous Expenses	431
EXPENDITURES TOTALS	283,378
DIFFERENCE	(45,253)

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L. Q. C. Lamar

L. Q. C. LAMAR FOUNDATION

LQCLAMAR.ORG

The L.Q.C. Lamar Foundation, a non-profit educational special project of CREATE Foundation, respectfully requests a $20,000 donation to serve as match for a $20,000 grant from the Phil Hardin Foundation. All funds will be used to support educational programming benefiting the L.Q.C. Lamar House and Oxford tourism.

We successfully used last year's contribution to match a $20,000 grant from the Phil Hardin Foundation and an additional $5,000 grant from the Mississippi Hills National Heritage Area, resulting in a total investment of $45,000 for educational programming supporting and promoting the L.Q.C. Lamar House and benefiting Oxford tourism.

In only our first year partnering with the City of Oxford's Historic Properties Commission to support and promote the L.Q.C. Lamar House, we are very pleased with the results and see much promise for the future.

- We have already met our initial goal of doubling the number of visitors to the Lamar House with more than two months remaining in this 12-month cycle, currently at 104% growth.
- Visitor growth rate is projected to reach approximately 140% by end of this 12-month cycle on October 1.
- We provided staffing to greatly expand the Lamar House's hours of operation from only three hours (1-4 pm) over weekends (Friday-Sunday) to a full-time presence for visitors throughout the week (Tuesday-Thursday) from 10 am to 4 pm. We found visitor attendance evenly distributed between weekdays and weekends.
- Our proactive outreach program aimed at media and opinion leaders who have never visited Lamar House is producing results. Some of our visitors include:
    - One of the nation's leading Civil War historians, past president of University of Richmond, and host of nationally syndicated radio program, Backstory with the American History Guys (Sundays on MS Public Broadcasting).

PO BOX 107, OXFORD, MISSISSIPPI 38655 | 662-259-0085

- Director of Mississippi's Bicentennial and cultural heritage tourism trails for Visit Mississippi and host of the tourism radio program Next Stop, Mississippi! (Fridays on MS Public Broadcasting).
- Senior aides to U.S. Senator Thad Cochran.
- Members of the Board of Trustees of the MS Department of Archives & History.
- Director of the Mississippi Hills National Heritage Area.

- Our promotional efforts have resulted in coverage on radio programs and feature articles in print and social media. Some of them include:
  - A feature article in *Today in Mississippi*, the statewide magazine of the electric power associations with a circulation of 450,000 households.
  - Mississippi Arts Hour hosted by Malcolm White on MS Public Broadcasting.
  - Speaking engagements throughout the state, such as the Meridian Rotary Club.

In the coming year we will expand these successful efforts while organizing the first of its kind conference on L.Q.C. Lamar, to be held in Oxford modeled on the William Faulkner Conference, and begin organizing bus tours from throughout the state to visit the Lamar House and other sites in Oxford.

We will also continue our ongoing work on a new biography of Lamar, the first in almost 50 years, video documentary on Lamar, and a summer institute for social studies teachers based in Oxford.

Yoknapatawpha Arts Council
Board of Directors
2017-2018

MINUTE BOOK No. 74, CITY OF OXFORD
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Alan Alexander (re-elected 2016) 125 Thacker Loop Oxford, MS 38655 662-832-2526 (cell) Alan_alexander@yahoo.com	**President**	attorney
Walt Davis -Treasurer 324 Jackson Ave East, Suite A Oxford, MS 38655 662-281-0001 (work) 662-801-3812 (cell)* 662-236-4325 (home) waltdavis@dunbardavis.com		attorney
Jeff Dennis (elected 2014) 551 Azalea Dr Oxford, MS 38655-7900	**Vice President**	doctor
Dorothy Laurenzo (elected 2015) 210 S 5th St Oxford, MS 38655-3854 dorothylaurenzo@bellsouth.net	Secretary	community volunteer
Camille Mitchell (Kevin) - Elected 2013 509 Thrasher Pt., Oxford MS 38655 662-801-6024 kevinandcamille@gmail.com	Past President	Office Manager
Mac Nichols (Elected 2013) 1582 Buchanan Ave Oxford, MS 38655-4418 macnichols1@gmail.com		Doctor
Bradley Rayner (Jenny) Elected 2013 1090 Augusta Drive Oxford, MS 38655 662-715-9200 bradleyrayner@gmail.com		Communication/Tech Owner
Griffin Tanner (elected 2015) 1612 Pierce Avenue Ext Oxford, MS 38655-4458 griffin.tanner@gmail.com		Restaurant Owner

* preferred contact number

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Yoknapatawpha Arts Council
Board of Directors
2017-2018

Mary Douglas Vance (elected 2015) — Music teacher
2105 Old Taylor Road
Oxford, MS 38655

Dave Woolworth* -Vice President – facilities — Acoustician
Oxford Acoustics
356 CR 102
Oxford, MS 38655
662-513-0065 (work)
662 701 7534 (cell)*
662-234-1098 (home)
kudzudav@gmail.com

Ginny Abraham (elected 2016)
200 Stone Rd
Oxford, MS 38655-2022
601-831-1463

Dwayne Ingraham (elected 2016) — Owner Sinfully Southern
156 county road 376
Water Valley, MS, 38965
(662) 701-0306
dwayne.ingraham32@gmail.com

Lauren Cleary (elected 2016) — Realtor
(205) 492-1943
mslaurenwest@gmail.com

Wayne Andrews — Executive Director, YAC
P.O. Box 544
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yacdirector@gmail.com

* preferred contact number

YOKNAPATAWPHA ARTS COUNCIL INC.

Compiled Financial Statements
June 30, 2016 and 2015

WATKINS, WARD AND STAFFORD, PLLC
CERTIFIED PUBLIC ACCOUNTANTS

SAFEGUARD - DEMENT 61-9165

YOKNAPATAWPHA ARTS COUNCIL INC.

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INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

WWS

WATKINS, WARD and STAFFORD
Professional Limited Liability Company
Certified Public Accountants

James L. Stafford, CPA
Harry W. Stevens, CPA
S. Keith Winfield, CPA
William B. Staggers, CPA
Michael W. McCully, CPA
Mort Stroud, CPA
R. Steve Sinclair, CPA
Marsha L. McDonald, CPA
Wanda S. Holley, CPA
Robin Y. McCormick, CPA/PFS
J. Randy Scrivner, CPA
Kimberly S. Caskey, CPA
Susan M. Lummus, CPA
Thomas J. Browder, CPA
Stephen D. Fiske, CPA
John N. Russell, CPA
Thomas A. Davis, CPA
Anita L. Goodrum, CPA
Ricky D. Allen, CPA
Jason D. Brooks, CPA
Robert E. Cordle, Jr., CPA
Perry C. Rackley, Jr., CPA
Jerry L. Gammel, CPA
Michael C. Knox, CPA
Clifford P. Stewart, CPA

INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

Board of Directors
Yoknapatawpha Arts Council Inc.
Oxford, Mississippi

Management is responsible for the accompanying financial statements of Yoknapatawpha Arts Council Inc. (a nonprofit organization), which comprise the Statements of Assets, Liabilities, and Net Assets – Tax Basis as of June 30, 2016 and 2015, and the related Statements of Support, Revenues, and Expenses and Changes in Unrestricted Net Assets – Tax Basis and the Statements of Support, Revenues, and Expenses and Changes in Temporarily Restricted Net Assets – Tax Basis for the years then ended, and the related notes to financial statements in accordance with the tax basis of accounting, and for determining that the tax basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

We draw attention to Note 1(B) of the financial statements, which describes the basis of accounting. The financial statements are prepared in accordance with the tax basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

The supplementary information included in the Schedules of Functional Expenses – Tax Basis is presented for purposes of additional analysis and is not a required part of the basic financial statements. This information is the representation of management. The information was subject to our compilation engagement, however, we have not audited or reviewed the supplementary information and accordingly, do not express an opinion, nor provide any form of assurance on such supplementary information.

Oxford, Mississippi
May 12, 2017

Watkins Ward and Stafford, PLLC

WATKINS, WARD AND STAFFORD, PLLC
CERTIFIED PUBLIC ACCOUNTANTS

FINANCIAL STATEMENTS

YOKNAPATAWPHA ARTS COUNCIL INC.
STATEMENTS OF ASSETS, LIABILITIES, AND NET ASSETS –
TAX BASIS

	June 30, 2016	June 30, 2015
Assets		
Cash	$ 184,130	142,707
Restricted cash	5,222	6,738
Property and equipment		
Building and improvements	646,030	644,663
Furniture and office equipment	152,897	149,099
Total Property and equipment	798,927	793,762
Less: Accumulated depreciation	(261,653)	(224,187)
Net Property and equipment	537,274	569,575
Total Assets	$ 726,626	719,020
Liabilities		
Payroll taxes payable	$ 4,425	3,778
Total Liabilities	4,425	3,778
Net Assets		
Unrestricted	716,979	708,504
Temporarily restricted	5,222	6,738
Total Net Assets	722,201	715,242
Total Liabilities and Net Assets	$ 726,626	719,020

See accompanying notes and independent accountants' compilation report.

MINUTE BOOK No. 74, CITY OF OXFORD

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YOKNAPATAWPHA ARTS COUNCIL, INC.

STATEMENTS OF SUPPORT, REVENUES, AND EXPENSES AND CHANGES IN UNRESTRICTED NET ASSETS – TAX BASIS

	June 30, 2016	June 30, 2015
Support and Revenues		
Contributions	$ 47,665	23,407
Memberships	28,271	27,076
Governmental Grants	106,047	93,128
Events and workshops	133,521	91,098
Rents	109,500	98,046
Investment Income	48	41
Other revenues	72,861	57,305
Other Activities Affecting Unrestricted Net Assets:		
Satisfaction of program restrictions	1,759	20,303
Total Support and Revenues	499,672	410,404
Expenses		
Program services	334,348	304,590
Management and general	90,894	82,988
Fundraising	65,715	72,878
Total Expenses	490,957	460,456
Increase (Decrease) in Unrestricted Net Assets	8,715	(50,052)
Other Changes in Unrestricted Net Assets		
Transfers to temporarily restricted net assets	(240)	-
Net Change in Unrestricted Net Assets	8,475	(50,052)
Unrestricted Net Assets, Beginning of Year	708,504	758,556
Unrestricted Net Assets, End of Year	$ 716,979	708,504

See accompanying notes and independent accountants' compilation report.

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YOKNAPATAWPHA ARTS COUNCIL INC.
STATEMENTS OF SUPPORT, REVENUES, AND EXPENSES AND
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS – TAX BASIS

	June 30, 2016	2015
Support and Revenues		
Contributions	$ -	3,000
Events and workshops	-	374
Investment Income	3	6
Other revenues		
Total Support and Revenues	3	3,380
Increase (Decrease) in Temporarily Restricted Net Assets	3	3,380
Other Changes in Temporarily Restricted Net Assets		
Net assets released from donor restrictions by incurring expenditures satisfying the purpose specificed by donors:		
- Purchase of equipment and building improvements by Powerhouse Building Funds	(1,759)	(15,945)
- Program Service Expenditures	-	(4,358)
Transfers from unrestricted net assets	240	-
Net Change in Temporarily Restricted Net Assets	(1,516)	(16,923)
Temporarily Restricted Net Assets, Beginning of Year	6,738	23,661
Temporarily Restricted Net Assets, End of Year	$ 5,222	6,738

See accompanying notes and independent accountants' compilation report.

Note 1 – Summary of Significant Accounting Policies

A. Financial Reporting Entity

The Yoknapatawpha Arts Council (the Council) is a not-for-profit corporation whose purpose is to access, celebrate, and promote the arts with all citizens of the City of Oxford and Lafayette County, Mississippi. The Council is the official arts agency of the City of Oxford and Lafayette County. The Council's support comes primarily from individual donors' contributions and various state, city, and arts agency grants.

B. Income Tax Basis of Accounting

The Council's accounts are maintained on an income tax basis of accounting, and the financial statements reflect only cash received and disbursed. Therefore, revenues, receivables, expenses and grants payable and accrued, which would be recognized under accounting principles generally accepted in the United States of America and which may be material in amount, are not recognized in the accompanying financial statements.

C. Contributions

1. Donor Contributions

Gifts of cash and other assets received without donor stipulations are reported as unrestricted revenue and net assets. Gifts received with a donor stipulation that limits their use are reported as temporarily or permanently restricted revenue and net assets. When a donor stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of support, revenues, and expenses as net assets released from restrictions. Gifts having donor stipulations which are satisfied in the period the gift is received are reported as unrestricted revenue and net assets.

Gifts of land, buildings, equipment, and other long-lived assets are reported as unrestricted revenue and net assets, unless explicit donor stipulations specify how such assets must be used, in which case, the gifts are reported as temporarily or permanently restricted revenue and net assets. Absent explicit donor stipulations for the time long-lived assets must be held, expirations of restrictions resulting in reclassification of temporarily restricted net assets as unrestricted net assets are reported when the long-lived asset is placed in service.

2. Contributed Services

The Council receives a significant amount of contributed time from a number of volunteers which does not meet the recognition criteria of Financial Accounting Standards Board ASC 958-605, which states that contributions of services are recognized as revenue at their estimated fair value only when the services received create or enhance non-financial assets or require specialized skills possessed by the individual providing the service and the service would typically need to be purchased if not donated. Accordingly, the value of this contributed time has not been determined and is not reflected in the accompanying financial statements.

YOKNAPATAWPHA ARTS COUNCIL INC.

Notes to Financial Statements

Note 1 – Summary of Significant Accounting Policies (Continued)

3. In-kind Contributions

In addition to receiving cash contributions, the Council receives in-kind contributions of goods and services from various donors. It is the policy of the Council to record the estimated fair value of certain in-kind contributions as revenue in its financial statements and similarly increase expenses by the like amount. For the years ended June 30, 2016 and 2015, the Council has had in-kind contributions of $0 and $300, respectively.

D. Assets, Liabilities, and Net Assets

1. Cash

The Council maintains cash balances in two financial institutions located in Oxford, Mississippi, which are insured by the Federal Deposit Insurance Corporation up to $250,000. At June 30, 2016, the Council's deposits were fully insured.

2. Property and Equipment

Property and equipment are recorded at cost if purchased and at fair value if contributed. Depreciation is provided over the estimated useful lives of the related assets and is calculated using the straight-line method for all assets.

The estimated useful lives of property and equipment for computing depreciation expense are determined by the prescribed useful lives of the Internal Revenue Code.

Depreciation expense for the years ended June 30, 2016 and 2015 was $37,467 and $38,223, respectively.

3. Temporarily Restricted Net Assets

Temporarily restricted net assets are those whose use by the Council has been limited by donors to a specific time period or purpose.

E. Revenues and Expenses

1. Government Grants

Support funded by grants is recognized as the Council performs the contracted services or incurs outlays eligible for reimbursement under the grant agreements. Grant activities and outlays are subject to audit and acceptance by the granting agency, and, as a result of such an audit, adjustments could be required.

2. Income Taxes

The Organization is a not-for-profit organization that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and is classified by the Internal Revenue Service as other than a private foundation. Accordingly, these financial statements include no provision or liability for income taxes. The Organization's open audit periods are 2013 – 2015.

3. **Functional Allocation of Expenses**

The costs of supporting the various programs and other activities have been summarized on a functional basis in the statement of support, revenue, and expenses. Certain costs

Note 1 – Summary of Significant Accounting Policies (Continued)

have been allocated among the program, management and general, and fund raising categories based on actual direct expenditures and cost allocations based upon estimates of time spent by Council management.

F. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from the estimates.

Note 2 – Significant Concentrations

Significant concentrations of revenues and support were as follows for the years ending June 30:

	Percentage of Total Revenues	
Source of Revenue or Support	2016	2015
Rental of Powerhouse Building	22%	25%
City of Oxford, Mississippi	9%	12%
State of Mississippi	9%	8%
Lafayette County, Mississippi	4%	4%

Note 3 – CREATE Foundation Endowment Fund

On June 13, 2011, the Yoknapatawpha Arts Council (the Council) entered into an agreement with the CREATE Foundation (the Foundation) to establish a charitable designated endowment fund. The Foundation is a nonprofit Mississippi corporation exempt from taxation under Internal Revenue Code Section 501(c)(3). Under the terms of the agreement, the Council irrevocably transferred $10,000 to establish the fund. Additional contributions of $6,700 were made during the year ended June 30, 2016. The fund is a component unit of the Foundation and is held as part of the general assets of the Foundation. The annual earnings allocable to the fund are available for distribution to the Organization. Neither the fund principal nor the net appreciation of fund principal, realized or unrealized may be committed, granted, or expended. The funds distributed to the Council may be expended only for purposes consistent with the exempt status of the Foundation. No distributions from the Foundation have been made to the Council. As of June 30, 2016 and 2015, the fund balance was $28,221 and $20,538, respectively. As of December 31, 2016, the total funds available for distribution were $736.

YOKNAPATAWPHA ARTS COUNCIL INC.

Notes to Financial Statements

Note 4 – Subsequent Events

Events that occur after the statement of assets, liabilities, and net assets – income tax basis date but before the financial statements are available to be issued, must be evaluated for recognition and disclosure. The effects of subsequent events that provide evidence about conditions that existed at the financial statement date are recognized in the accompanying financial statements. Subsequent events which provide evidence about conditions that existed after the statement of assets, liabilities, and net assets – income tax basis date require disclosure in the accompanying notes. Management of the Yoknapatawpha Arts Council evaluated the activity of the council through May 12, 2017, and determined that there were no subsequent events that should be noted in the financial statements.

SUPPLEMENTARY INFORMATION

YOKNAPATAWPHA ARTS COUNCIL INC.
SCHEDULES OF FUNCTIONAL EXPENSES – TAX BASIS
FOR THE YEARS ENDED

	PROGRAM SERVICES		MANAGEMENT & GENERAL		FUND-RAISING		TOTAL	
	June 30,		June 30,		June 30,		June 30,	
FUNCTIONAL EXPENSES	2016	2015	2016	2015	2016	2015	2016	2015
Advertising	$ 4,002	8,012	2,569	5,924	2,085	842	$ 8,656	14,878
Artist and musician fees	149,981	101,009	617	1,797	1,850	19,376	152,448	122,184
Bank charges	-	-	7,695	3,862	-	-	7,695	3,862
Board expense	-	-	324	245	-	-	324	245
Casual labor	-	-	200	-	-	-	200	-
Cleaning and maintenance	6,792	6,419	2,573	2,333	2,022	1,833	11,387	10,585
Concessions	4,572	13,637	-	-	5,272	-	9,844	13,637
Conferences	-	-	1,045	51	-	-	1,045	51
Depreciation	22,350	23,182	8,465	8,423	6,651	8,618	37,466	38,223
Dues and subscriptions	180	15	1,379	1,169	400	150	1,959	1,334
Employee benefits	3,307	2,175	5,556	3,298	4,365	2,589	13,228	8,060
Equipment rent and maintenance	1,278	776	-	-	-	-	1,278	776
Galley store	522	8,878	-	-	3,176	2,941	3,698	11,817
Gifts and awards	837	670	267	130	50	-	1,154	1,000
Grants	31,379	20,190	50	154		20	31,429	20,364
Hospitality	779	7,944	357	768	569	1,603	1,704	10,315
Interest	-	-	534	92		-	534	92
Insurance	2,488	2,257	942	620	740	644	4,168	3,721
Payroll taxes	6,794	9,438	2,573	50		91	9,367	9,579
Permits	-	500	-	3,429	2,022	2,695	2,022	6,624
Postage and delivery	45	165	2,185	749	857	1,778	3,087	2,692
Printing and duplicating	325	1,316	488	-	7,810	5,679	8,623	6,995
Professional fees	885	1,178	11,400	10,305	469	-	12,754	11,483
Program fees	3,226	2,873	-	-		-	3,226	2,873
Salaries	67,643	70,852.	25,620	25,745	20,130	20,228	113,393	116,825
Sales tax	-	-	4,173	2,927		-	4,173	2,927
Security	3,010	1,740	-	-	182	-	3,192	1,740
Supplies	8,110	3,754	3,282	5,334	1,751	1,459	13,143	10,547
Telephone	3,612	3,219	1,368	1,170	1,075	919	6,055	5,308
Travel	530	2,794	2,143	-	758	-	3,431	2,794
Utilities	10,744	11,599	4,089	4,215	3,197	3,311	18,010	19,125
Security System Exp	959	-	363	-	285	-	1,607	-
Fines Penalties and Late Fees	-	-	371	-	-	-	371	-
Volunteer Aporeciation	-	-	285	-	-	-	285	-
	$ 334,348	304,590	90,894	82,868	65,715	72,876	$ 490,957	460,456

See accompanying notes and indepentant accountants' compilation report.

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BYLAWS

OF THE

YOKNAPATAWPHA ARTS COUNCIL

ARTICLE I

NAMES AND OFFICERS

1.1. Name. The name of this corporation is Yoknapatawpha Arts Council, Inc. (hereinafter referred to as the "Council").

1.2. Offices. The domicile of the Council shall be Box 544, Oxford, Mississippi. The Corporation may also have offices at such other places as the purposes of the corporation may require.

ARTICLE II

OBJECT, PURPOSES, ACTIVITIES AND DISPOSITION OF ASSETS ON DISSOLUTION

2.1. Object. This Council has been organized and shall be operated exclusively for exempt, nonprofit, cultural, education, literary and similar purposes. No shares of stock shall be issued.

2.2. Purposes. The purposes of the Council shall be:

A. To stimulate, foster, promote, sponsor, and encourage cultural and educational organizations.

B. To assist in establishing and developing activities in the creative arts--visual, literary, and performing.

C. To sponsor cooperative planning, research, fund raising, and public education programs.

D. To undertake such services and programs as are deemed necessary to encourage participation and appreciate of the arts.

E. To receive, maintain, and disburse funds for cultural, education, literary, and similar purposes all as set forth in the Articles of Incorporation.

2.3. Activities.

A. To buy, sell, own, hold, lease, operate, mortgage, insure, pledge, assign, transfer, or otherwise dispose of real and personal property; provided, however, that any activity authorized by this provision shall not be engaged in any manner that would jeopardize the federal income tax exemption of this corporation granted pursuant to Section 501(c)(3) of the Internal Revenue Code of 1954, as now in force or as afterwards amended.

B. To elect officers, to appoint agents, to employ persons, and define their duties; to make and alter bylaws, not contrary to law or to its charter, governing the affairs of the corporation and the qualifications for membership.

C. Notwithstanding any other provision of the Articles of Incorporation, the Council shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

D. No part of the funds of the Council shall inure to the benefit of, or be distributable to, any member, director or officer of the Council or any private individual

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(except that reasonable compensation may be paid for services rendered to or for the corporation in furtherance of one or more of its exempt purposes). No substantial part of the activities of the corporation shall entail propaganda, or otherwise attempt to influence legislation, and the corporation shall not participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office.

2.4. Disposition of Assets on Dissolution. Upon the dissolution of the Council, the Board of Directors shall, after paying or making provision for the payment of all liabilities of the Council, dispose of all of the assets of the Council exclusively for the purposes of the Council in such manner, to such organization or organizations organized and operated exclusively for charitable, educational or similar purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), as the Board of Directors shall determine.

ARTICLE III

MEMBERSHIP

3.1. Voting membership shall be open to all individuals, entities, clubs and other organizations interested in the purposes of the Council and its activities, upon payment of dues fixed by the Board of Directors. Annual membership shall begin on July 1 and expire on June 30 of each year.

3.2. Membership shall be in the following classes:

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(1) Corporate

(2) Sponsor

(3) Family

(4) Individual

(5) Student

3.3. Annual dues shall be determined by the Board of Directors.

3.4. Voting membership shall consist of five classes as above designated, whose membe are in good standing with the Council. Each Cor orate, Sponsor or Family membership shall be entitled to one vote by a designated representative of the membership.

3.5. Members in good standing shall be entitled to receive selected published materials, calendars of events, etc., invitations and announcements of the Council.

3.6. Other privileges will be accorded at the discretion of the Board of Directors.

ARTICLE IV

EXECUTIVE OFFICERS

4.1. Officers of the Council shall consist of President, Vice Presiden., Secretary, and a Treasurer. Any member, or representative of a Corporate, Sponsor or Family membership, in good standing may be eligible to hold office. The initial officers shall be elected by the Council and shall hold office until their successors are elected by the members of the Council at the first annual meeting of such members. Thereafter, all officers shall be elected by the members at an annual meeting. President, Vice President, and Secretary electec y the members shall hold office for a term of one year or until their

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successors are elected. The Vice President so elected by the members shall be the president-elect. In the event of a vacancy in the office of President, the Vice President shall immediately succeed to such office, and in the event that the office of Vice President shall also be vacant at the time the office of President becomes vacant, the Board shall appoint a President to serve for the unexpired portion of the term to which the immediate predecessor in that office was elected. The Treasurer will hold office for a two year term. Vacancies in the offices of Secretary and Treasurer may be filled by the Council for the unexpired portion of the term of the officer whose place shall be vacant. All officers are eligible for re-election for one term.

4.2. Duties.

A. The President shall:

1. Be the principal executive officer of the Council.

2. Preside at all meetings of the Executive Committee, Board of Directors, and all other meetings of the Council.

3. Represent the Council at all times unless another representative is designated by the President.

4. Prepare a brief annual report for presentation at the Annual Meeting.

5. Appoint all committees.

6. Prepare a written agenda for all meetings.

7. Serve as an ex-officio member of all committees except the Nominating Committee.

8. Have authority, with the Treasurer, to sign and execute all authorized

bonds, mortgages, contracts, checks, notes or other obligations in the name of, and on behalf of the Council, except in cases where the signing and execution thereof shall be expressly otherwise delegated by the Executive Committee and the Board of Directors, or Bylaws.

B. The Vice President shall:

1. Preside at any meeting at which the President is unable to be present.

2. Perform such other duties as may be assigned by the Executive Committee and/or the Board of Directors.

C. The Secretary shall:

1. Send written notices of all meetings to appropriate members.

2. Record the minutes at all meetings.

3. Have a copy of the minutes to each member of the Executive Committee and Board of Directors within two weeks after the meeting.

4. Keep a permanent file of all minutes, pertinent correspondence, and other properties of the Council.

D. The Treasurer shall:

1. Be responsible for all receipts and disbursements of the Council.

2. Maintain a financial ledger using recognized accounting procedures.

3. Prepare the books for regular audits.

4. Maintain a checking account of Council funds in a bank in a convenient location.

5. Mail one invoice for annual dues to each member.

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6. Prepare financial reports for all meetings of the Executive Committee, Board of Directors, and the Council, and at other times as required by the Board of Directors

7. Prepare and present an annual budget for action by the Executive Committee and Board of Directors.

8. Be bonded.

ARTICLE V

BOARD OF DIRECTORS

5.1. Management of the Council shall be vested in a Board of Directors consisting of the four executive officers and no more than fifteen other representatives. Any member, or a representative of a Corporate, Sponsor or Family Membership, in good standing may be eligible for election to the Board of Directors. The initial directors shall be elected by the Council and shall hold office until their successors are elected by the members of the Council at the first annual meeting of such members. Determination of length of term will be decided by lot. Thereafter, one-third of the directors shall be elected by the members at an annual meeting. Each director shall hold office for a three year term. A Board member shall not be eligible for immediate re-election.

5.2. A quorum of the Board shall consist of a simple majority.

5.3. The Board of Directors is responsible for the planning, policies, activities and execution of the work before the Council.

5.4 The Board of Directors is responsible for the annual appointment of a 10 member Advisory Board, to be selected from members. The Advisory Board

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will give advice and assistance to the Board and officers, but will have no right to vote on any issue. The Advisory Board is not required to conduct formal meetings or attend the regular meetings of the Board of Directors or the Membership.

ARTICLE VI

COMMITTEES

6.1. Committees shall be appointed by the President as is necessary or advisable to conduct the business, activities, and affairs of the Council.

ARTICLE VII

MEETINGS AND QUORUMS

7.1. Annual Meeting. An annual meeting of the members of the Council shall be held at a time and place decided by the Board of Directors.

7.2. Special Meetings. Special meetings may be called by the President or by a quorum of the Board of Directors.

7.3. Notice of Meetings. Notice of the Annual Meeting and all other meetings of the members shall be mailed at least 20 days prior to the date of such meetings.

7.4 Quorum. Fifteen members in good standing of the Council shall constitute a quorum at any meeting of the members of the Council.

7.5. At all meetings votes shall be cast by the members only of the Council in attendance. There shall be no voting by proxy.

7.6. Authority. Roberts Rules of Order (Latest Revision) shall govern the meetings of the Members, the Directors, and the Committees of this Council in all cases

to which they are applicable and in which they are not inconsistent with these Bylaws.

ARTICLE VIII

REPORTS

8.1. Audit. The accounts of the Treasurer shall be audited at the end of each term by an accountant appointed by the Board of Directors.

8.2. Financial. The Financial Report shall be made to the Council Board of Directors at least once annually.

8.3. Annual. Annual Report shall be read at the Annual Meeting, and made available to all members.

ARTICLE IX

AMENDMENTS

9.1. Bylaws may be amended at any meeting by a majority vote of members present provided the proposed amendment is signed by three members in good standing, submitted to the President and to the entire membership at least one week prior to the meeting at which the vote is taken.

_____

SECRETARY

MINUTES

THE CITY OF OXFORD

City of Oxford
Board of Aldermen
Recess Meeting
Tuesday, August 15, 2017, 12:00 pm - 2:30 pm
Old RSVP Building next to City Hall

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 12:00pm on Tuesday, August 15, 2017, in the conference room of the old RSVP building when and where the following were present:

   Robyn Tannehill, Mayor
   Rick Addy, Alderman Ward I
   Mark Huelse, Alderman Ward II
   Janice Antonow, Alderman Ward III
   Ulysses Howell, Alderman Ward IV
   Preston Taylor, Alderman Ward V
   Jason Bailey, Alderman Ward VI
   John Morgan, Alderman At Large

   Ashley Atkinson- City Clerk
   Bart Robinson- Director of Public Works
   Braxton Tullos, Human Resources Director
   Cindy Semmes- Executive Assistant to the Mayor
   Seth Gaines-Director, Oxford Park Commission
   Bubba Robinson-Asst. Director, Oxford Park Commission
   Teresa Faust- Director, Volunteer Oxford
   Arledia Bennett-Director, RSVP
   Brad Freeman-Director, FNC Park

2. Adopt the agenda for the meeting.

   It was moved by Alderman Bailey, seconded by Alderman Howell to adopt the agenda for the meeting with the following change: moving item 4 to after item 3. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

3. Consider budget requests for fiscal year 2017-2018 from the following departments:

   The board heard budget requests from the following departments.

   a. Oxford Park Commission-Pool
   b. Oxford Park Commission
   c. Volunteer Oxford
   d. RSVP

      It was moved by Alderman Bailey, seconded by Alderman Antonow to allow Arledia Bennett to apply for a grant to purchase a new bus for the Elderly/Disabled transit route that will be cost-shared between the county and city. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

   e. Oxford-Lafayette Humane Society

4. Discuss OLHS contract.

   The board discussed the budget request made by OLHS, as well as their current

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BYLAWS

OF THE

YOKNAPATAWPHA ARTS COUNCIL

ARTICLE I

NAMES AND OFFICERS

1.1. Name. The name of this corporation is Yoknapatawpha Arts Council, Inc. (hereinafter referred to as the "Council").

1.2. Offices. The domicile of the Council shall be Box 544, Oxford, Mississippi. The Corporation may also have offices at such other places as the purposes of the corporation may require.

ARTICLE II

OBJECT, PURPOSES, ACTIVITIES AND DISPOSITION OF ASSETS ON DISSOLUTION

2.1. Object. This Council has been organized and shall be operated exclusively for exempt, nonprofit, cultural, education, literary and similar purposes. No shares of stock shall be issued.

2.2. Purposes. The purposes of the Council shall be:

A. To stimulate, foster, promote, sponsor, and encourage cultural and educational organizations.

B. To assist in establishing and developing activities in the creative arts--visual, literary, and performing.

C. To sponsor cooperative planning, research, fund raising, and public education programs.

MINUTES

THE CITY OF OXFORD

City of Oxford
Board of Aldermen
Recess Meeting
Tuesday, August 15, 2017, 12:00 pm - 2:30 pm
Old RSVP Building next to City Hall

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   Jason Bailey, Alderman Ward VI
   John Morgan, Alderman At Large

   Ashley Atkinson- City Clerk
   Bart Robinson- Director of Public Works
   Braxton Tullos, Human Resources Director
   Cindy Semmes- Executive Assistant to the Mayor
   Seth Gaines-Director, Oxford Park Commission
   Bubba Robinson-Asst. Director, Oxford Park Commission
   Teresa Faust- Director, Volunteer Oxford
   Arledia Bennett-Director, RSVP
   Brad Freeman-Director, FNC Park

2. Adopt the agenda for the meeting.

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3. Consider budget requests for fiscal year 2017-2018 from the following departments:

   The board heard budget requests from the following departments.

   a. Oxford Park Commission-Pool

   b. Oxford Park Commission

   c. Volunteer Oxford

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      It was moved by Alderman Bailey, seconded by Alderman Antonow to allow Arledia Bennett to apply for a grant to purchase a new bus for the Elderly/Disabled transit route that will be cost-shared between the county and city. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

   e. Oxford-Lafayette Humane Society

4. Discuss OLHS contract.

   The board discussed the budget request made by OLHS, as well as their current

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contract with the City for animal control services. The board would like to see a new month to month contract that addresses concerns regarding the correct use of the OLHS by-laws and also includes wording that requires that the OLHS board follow Roberts Rules of Order in the way their board meetings are conducted. The board requested that the OLHS board follow many of the similar rules that municipalities follow as they apply to 501(c)3 organizations.

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a. FNC Park

Aldermen Howell, Bailey and Morgan left the meeting at this time.

b. Financial/City Clerk's Office

5. Consider an executive session.

There was no action taken on this item.

6. Adjourn.

It was moved by Alderman Addy, seconded by Alderman Huelse to adjourn Sine-Die. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

Robyn Tannehill

Robyn Tannehill, Mayor

Ashley Atkinson, City Clerk

OLHS Board of Directors
2-Aug-17

Member	Address	Email	Phone
Cyd Dunlap. President	880 CR 202, Abbeville, MS	cyd.dunlap@gmail.com	662-801-2890
Brooke Krizbai, VP	3700 Lyles Dr., Oxford, MS	brookeboral@hotmail.com	662-801-7475
Cindy Leigh, Secretary	708 Happy Lane, Oxford, MS	cindylu.leigh@gmail.com	662-816-6346
Amy Russell, Treasurer	68 CR 245, Abbeville, MS	amybrussell@gmail.com	601-209-7722
Natalie Estrada	152 Franklin St, Oxford, MS	nmmarrar@gmail.com	832-566-4769
Janet McLarty	101 PR 1107, Oxford, MS	janet@cottonscafe.com	662-380-1463
Michelle Rounsaville	210 Sisk Ave., Oxford, MS	mrounsaville@hotmail.com	662-891-3503
Karen Stockton	1109 Grant Circle, Oxford, MS	kkstockton2@gmail.com	662-816-0416
Willie Wallace	1000 N Lamar Blvd, Oxford, MS	N/A	662-234-9605
Billy Lamb	16 CR 4015, Oxford, MS	blamb38655@yahoo.com	662-816-5646
Gail Brown	229 Highway 328, Taylor, MS	gailinot@gmail.com	662-816-0871

Oxford Lafayette Humane Society

CITY OF OXFORD BUDGET REQUEST FOR 2018 FISCAL YEAR

Animal Control Contract Fee	**Cost Request**
Full- Time Animal Control Officer	$ 32,000.00
Part-Time Animal Control Officer	$ 6,300.00
Health Insurance	$ 7,457.00
Payroll Taxes	$ 1,600.00
Equipment	$ 3,000.00
Telecommunications	$ 1,400.00
Uniform Expense	$ 1,000.00
Training and Travel	$ 3,000.00
Animal Control Employee Total	**$ 55,757.00**

Animal Impound Fee	**Totals**
Total Number of City Felines – 2016	248
Total Number of City Canines – 2016	312
Total Number of Other Species – 2016	3
Estimated Cost per Feline (Vetted plus average 10 day board)	$ 112.38
Estimated Cost per Canine (Vetted plus average 10 day board)	$ 119.98
Total Cost for City Animals	**$ 65,304.00**

****

Total for Animal Control & Impound	**$ 121,061.00**
Plus Management Fee 15% of Cost	**$ 18,159.15**
Grand Total	**$ 139,220.15**

Oxford Lafayette Humane Society

Income	½ of Fiscal Year	Proposed 12 Months
Contributions	$ 88,817.30	$ 100,817.30
Special Events	$ 59,906.60	$ 69,906.60
Contract Fee: City of Oxford	$ 67,500.00	$ 135,000.00
Contract Fee: Lafayette County	$ 12,500.00	$ 25,000.00
Shelter Income: Spay & Neuter Program, Adoption Program	$ 95,641.82	$ 143,462.73
Total Income	**$ 324,365.72**	**$ 474,186.63**

Expenses		
Accounting & Legal Fees	$ 5968.60	$ 12,000.00
Advertising & Fundraising Exp.	$ 5225.00	$ 6,000.00
Automobile	$ 1,832.32	$ 3,700.00
Insurance - Employees	$ 7,978.68	$ 15,957.36
Insurance – Business	$ 16,496.50	$ 32,993.00
Equipment & Supplies, Etc.	$ 9,938.02	$ 19,876.04
Miscellaneous Exp.	$ 3,078.86	$ 6,157.72
Payroll Taxes	$ 8,006.90	$ 16,013.80
Salaries & Wages	$ 98,200.01	$ 196,400.02
Repairs & Maintenance	$ 1,801.52	$ 3,603.04
Staff Training	$ -	$ 1,000.00
Veterinarian Services	$ 55,367.31	$ 83,050.97
Veterinarian Supplies	$ 34,554.61	$ 69,109.22
Total Expenses	**$ 248,448.33**	**$ 465,861.17**

Animal Highlights at Oxford Lafayette Humane Society during 2016

- 1753 Animals Adopted
- 833 Animals Transported to other 501c3 rescues

Additions, Improvements & Highlights at Oxford Lafayette Humane Society during 2016-2017

- Added industrial washer and dryer to our isolation/quarantine building
- Built outdoor play area for our feline residents – The Catio
- Oxford Tree Board helped us beautify our dog parks and surrounding areas with new trees
- OLHS was chosen to hold this year's City Arbor Day Celebration

Oxford Lafayette Humane Society

August 2nd, 2017

Dear Mayor Tannehill and City Board of Alderman,

The Oxford Lafayette Humane Society would like to request the equivalent funding of $135,000 that was given to the Humane Society by the City of Oxford in 2017 fiscal year. We greatly appreciate your consideration of our request, and we look forward to serving you and all of the residents of Oxford during the next year.

Sincerely,

Angie Avery Lewis
Interim Executive Director

BY-LAWS
OXFORD-LAFAYETTE HUMANE SOCIETY, INC.

Revised August 1999(Address correction 12/12/2016)

ARTICLE I – NAME AND LOCATION

Section 1. The name of this corporation shall be the Oxford-Lafayette Humane Society.

Section 2. The principal office of the corporation shall be located at 413 McElroy Drive, Oxford, Lafayette County, Mississippi, or at such places either within or without the State of Mississippi as the Board of Directors may from time to time determine.

ARTICLE II – PURPOSE

Section 1. The corporation is formed to receive and maintain a fund or funds of real or personal property or both, and, subject to the restrictions and limitations hereinafter set forth, to use and apply the whole or any part of the income therefrom or the principal thereof exclusively for civic improvement, charitable, scientific, or educational purposes, directly of by contributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code and its regulations. The fiscal year for the corporation shall run from October 1 through the next September 30.

Section 2. The corporation shall also establish, own, operate, or sponsor the operation of one or more shelters or locations for the care, treatment, and well-being of animals, shall promote the prevention of cruelty to animals, and shall do all other or further things not contrary to law to effect the purposes of the corporation. The corporation shall not sell animals for the purposes of research and shall not operate a limited admission shelter.

Section 3. All assets of the corporation shall be principally and directly dedicated exclusively to the above charitable purposes. The term "charitable purposes" shall mean, and shall be limited to, and shall include only (a) civic improvement, charitable, scientific, or educational purposes within the meaning of those words as used in section 501(c)(3) of the Internal Revenue Code or acts in amendment thereof or substitution therefore and (b) purposes which constitute public charitable purposes under the laws of the State of Mississippi.

Section 4. The corporation shall not engage in business activities for profit and no part of any net earnings of the corporation shall inure to the benefit of any member, director, or officer of the corporation, or any private individual, except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes. No member shall be entitled to share in the distribution of any of the corporate assets on dissolution of the corporation. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation.

Section 5. Notwithstanding any other provisions of these by-laws, the corporation shall not conduct or carry on any activities not permitted by any organization except under

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section 501(c)(3) of the Internal Revenue Code and its regulations as they now exist or as they may hereafter be amended, or by any organization contributions to which are deductible under section 170(c)(2) of such Code and regulations.

Section 6. Upon dissolution or liquidation or other winding up of this corporation, all of its assets, principal and income shall be distributed, after payment of its debts, exclusively to the Mississippi Animal Rescue League.

ARTICLE III – MEMBERSHIP

Section 1. The membership of this corporation shall be composed of those who have paid the appropriate dues established by the Board of Directors.

Section 2. The corporation shall not issue any shares of stock, and no member shall receive any shares of stock, nor shall there be any distribution of dividends or profits among its members, nor shall any part of the net earnings of the corporation inure to the benefit of any member.

Section 3. A member may be excluded from membership in the corporation by the Board of Directors for his/her delinquency in payment of dues or for actions inconsistent with or detrimental to the stated purposes of the Oxford-Lafayette Humane Society.

ARTICLE IV – MEETINGS

Section 1. A special meeting of the members, for any purpose or purposes, may be called at any time by the President, and in his/her absence, by the Secretary. It shall be the duty of such officers to call such meetings whenever so requested by at least 10% of the members of the corporation. The Secretary shall give notice of any special meeting to all members at least five (5) days in advance of such meeting, by mail, or in such other way as the Directors shall order. The meeting shall be held at such time and place as may be designated in the notice.

Section 2. A quorum for transaction of business at any special meeting shall consist of at least 10% of those members of the corporation present or by proxy. A majority of those members represented may adjourn the meeting to a future time, and thereafter from time to time, without the necessity of further notice other than the announcement at such original meeting, and any business may be transacted at such adjourned meeting which could have been transacted at the original meeting.

Section 3. The President of the corporation, or in his/her absence, the Vice President, shall call all meetings of the members to order and shall preside as Chairman of such meetings, unless the President shall have designated some other person to preside in his/her behalf in the absence of or instead of the Vice President. The Secretary of the corporation shall act as Secretary at all meetings, but in the absence of the Secretary or due to his/her inability to act at such meetings, the presiding officer shall appoint another person to act as Secretary at that meeting.

Section 4. All meetings of members of the Society, the Board of Directors, and Committees, shall be conducted pursuant to Robert's Rules of Order, as set forth in the last

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published revisions thereof, but such rules may be suspended by the Chairman if order can otherwise be kept.

Section 5. At every special meeting of the corporation, each member shall be entitled to cast one vote on each matter submitted to vote, which vote may be cast by the member either in person or by proxy. All proxies shall be in writing and shall be filed with the Secretary and by him/her entered on record in the minutes of the meeting. The act of the majority of the members represented at a meeting at which a quorum is represented shall be the act of the members of the corporation.

ARTICLE V – BOARD OF DIRECTORS

Section 1. The corporation shall be under the management of a Board of Directors that shall be vested with full power to manage and control the business, properties, and affairs of the corporation. The Board shall consist of at least five (5) and not more than fifteen (15) directors, each of whom shall be a member of the corporation. New directors shall be elected by majority vote of sitting directors from those nominated by the nominating committee. Each director shall serve for a period of two years unless the potential Board member requests, and the current Board approves, a shorter term. Each director shall hold office until his/her successor shall have been elected and qualified, and any director may be re-elected to serve successive terms. Any vacancy occurring on the Board of Directors before the time for election of directors, or any directorship to be filled by reason of an increase in the number of directors shall be filled by recommendation of the nominating committee and approval of a majority of the Board of Directors.

Section 2. A meeting of the Board of Directors shall be held each year as soon as is feasible after the beginning of the fiscal year. Notice shall not be required to be given of the time or place of the meetings of the Board, nor the purposes of such meetings.

Section 3. Special meetings of the Board of Directors may be called by the President, or in his/her absence or incapacity by the Vice President, or by any three members of the Board. By consent of two-thirds of the Directors, special meetings of the Board may be held without notice at any time or place.

Section 4. Notice of the time and place of all special meetings of the Board of Directors, except as provided above, shall be given to each Director by the Secretary at least three days in advance of such meeting, by mail or in such other way as the Board may direct. It shall not be necessary to specify in such notice the purpose of such special meetings.

Section 5. A quorum for the transaction of business at any regular or special meeting of the Board of Directors shall consist of a majority of the existing Board of Directors, but if less than such quorum is present at such meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 6. Officers of the corporation shall be elected by the Board of Directors from their own number at their first meeting after the election of Directors. If any office becomes

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vacant during the year, the Board of Directors shall fill the same for the unexpired term. All directors and officers shall serve without compensation except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes.

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Section 7. All Board members must attend at least 50% of all meetings or are automatically excluded from Board membership.

Section 8. In addition to the officers provided hereinafter, the Board of Directors may create other offices and employ such personnel as in its discretion it deems necessary to accomplish the purposes for which the corporation was created and to authorize the payment of such salaries as it deems necessary to the personnel and agents effectuating such corporate purposes.

Section 9. Emeritus Board members may be appointed by a majority of the elected Board of Directors from past Board members who desire to retire from full Board status but whose advice and expertise would be beneficial to the corporation. An Emeritus Board member is encouraged but not required to attend all regular and special meetings of the Board of Directors.

Section 10. A member of the Board of Directors can be expelled from the Board for actions inconsistent with the stated purposes of the Oxford-Lafayette Humane Society or for cause detrimental to the organization as determined by a majority of the Board of Directors.

ARTICLE VI – OFFICERS

Section 1. Number and Titles. The officers of this corporation shall be a President, a Vice President, a Treasurer, and a Secretary, all of whom shall be elected by the Board of Directors to serve for a period of two (2) years and thereafter until their successors are duly elected and qualified and have accepted. An individual may be re-elected to serve successive terms in the same office. All officers shall be elected from the membership of the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. President. The President shall be the chief executive of this corporation. He/she shall preside at all directors' and members' meetings; shall have the general supervision over the affairs of the corporation and over the other offices; and shall perform all such other duties as are incident to the office of the President. He/she shall be Chairman of the Executive Committee and a member, ex-offici0, of all other committees and shall have the authority to sign such papers as may be required in the sale of securities and other assets belonging to the corporation or in connection with the settlement of estates or trusts in which the corporation has an interest.

Section 3. Vice President. It shall be the duty of the Vice President to assume the duties of the President in the President's absence or incapacity.

Section 4. Secretary (Recording and Corresponding). The Secretary shall give due notice of the time and place of all meetings, preserve the record of the proceedings of the meetings

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of the corporation and the Board of Directors, and perform such other duties as usually are expected of such officer. He/she shall have custody of the corporation seal, by-laws, records and general archives of the organization.

Section 5. Treasurer.

(a). The treasurer shall be responsible for safekeeping the assets and managing the liabilities of the corporation. He/she shall supervise the corporation's financial transactions, maintain adequate financial records, and perform such other duties as the Board of Directors may require. The Executive Director shall report to the Treasurer on all financial matters except in such case that the Executive Director also serves as Treasurer, in which case the Treasurer shall report to the President.

(b). The funds of the corporation shall be deposited in such bank(s), trust company (ies), or the depository (ies) as the Directors shall designate, and shall be withdrawn only upon the check or order of the President, Treasurer, or such person duly designated by the Board of Directors.

(c). The Treasurer or any authorized person appointed by the Board of Directors shall have the authority to sign such papers as may be required in the sale of securities or other assets belonging to the corporation or in connection with the settlement of estates or trusts in which the corporation has an interest, providing this has full approval of the Executive Committee.

(d). The books and accounts of the corporation shall be compiled periodically, at least once each year.

Section 6. Executive Director. The Board of Directors shall appoint an Executive Director who shall hold office at the pleasure of the Board and who, under the supervision and direction of the President, shall conduct the affairs of the corporation, with the power to engage and remove all employees under his/her direction. The Executive Director shall be responsible for the day-to-day financial management of the corporation and shall report to and be directed by the Treasurer on all financial matters, except in the event that the Executive Director also serves as Treasurer, in which event the Executive Director shall report to and be directed by the President on all financial matters.

ARTICLE VII – COMMITTEES

Section 1. Number and Titles of Committees. There shall be one standing committee, the Executive Committee. The Board of Directors may, at its discretion, establish and appoint other committees and define the composition and duties of those committees as it deems necessary. Such other committees that the Board may establish as it deems necessary include, but are not limited to, Finance, Nominating, Shelter, and Development committees.

Section 2. Executive Committee.

(a). The Executive Committee shall consist of three (3) persons – the President, the Treasurer, and the Executive Director or one additional member to be appointed from

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the Board should the Executive Director also serve as President or Treasurer of the corporation. The President shall be the Executive Committee Chairman.

(b). The Executive Committee shall act between meetings of the Board and shall possess all the powers of the Board in regard to the conduct of the routine business of the corporation, subject however to any action being ratified by the Board. It shall have no power to approve or terminate memberships or to fill vacancies on the Board or in offices. It shall meet on the call of the President whenever, in his/her judgment, the business of the corporation may require.

Section 3. Creation and Selection of Other Committees. The Board of Directors, at the organizational meeting each year, shall provide for creation of any other committees it deems necessary and shall elect the members of such committees, to serve for terms to be set by the Board and until their respective successors are elected or until the Board may deem that existence of the committee is no longer necessary. The Board of Directors shall have the power to fill by appointment any vacancies that arise on such committees.

ARTICLE VIII – AMENDMENTS

Section 1. Amendments to these by-laws may be made by a majority vote of the Board of Directors.

ARTICLE IX – MISCELLANEOUS

Section 1. The Executive Director shall be a voting member of the Board of Directors.

Section 2. The Board of Directors has the authority to bestow honorary membership upon deserving individuals.

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MINUTES

City of Oxford
Board of Aldermen
Regular Meeting
Tuesday, August 15, 2017, 5:00 pm - 7:00 pm
City Hall Courtroom

THE CITY OF OXFORD

Notice that certain aldermen will be included in the meeting via teleconference, subject to the City of Oxford Code of Ordinances, Section 2-82.

1. Call to order.

   The meeting of the Mayor and Board of Alderman of the City of Oxford, Mississippi, was called to order by Mayor Tannehill at 5:00pm on Tuesday, August 15, 2017, 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
   Janice Antonow, Alderman Ward III-absent
   Ulysses Howell, Alderman Ward IV
   Preston Taylor, Alderman Ward V
   Jason Bailey, Alderman Ward VI
   John Morgan, Alderman At Large

   Mayo Mallette, PLLC-Of Counsel
   Ashley Atkinson, City Clerk
   Bart Robinson, Director of Public Works
   Reanna Mayoral, Assistant Director of Public Works-absent
   Judy Daniel, City Planner
   Ben Requet, Senior Planner
   Joey East, Chief of Police
   Matt Davis, Director of Parking Enforcement-absent
   Braxton Tullos, Human Resources Director
   Mark Heath, Fire Chief
   Joey Gardner, Deputy Fire Chief
   Seth Gaines, Director of Oxford Park Commission
   Randy Barber, Director of Building Department
   Rob Neely, Superintendent of Oxford Electric Department
   Bo Ragon, Superintendent of City Shop-absent
   Jimmy Allgood, Director of Emergency Management
   Amberlyn Liles, Environmental Services Director
   Gray Parker, Planning Department
   Greg Pinion-Director, Buildings & Grounds
   Donna Fisher-Municipal Court Clerk-absent
   Cindy Semmes-Executive Assistant to the Mayor

2. Adopt the agenda for the meeting.

   It was moved by Alderman Howell, seconded by Alderman Antonow to adopt the agenda for the meeting with the following changes; changing item 6j. to hire 5 full-time officers instead of 2 and adding item 6m. Permission to accept the resignation of an employee in the Buildings Department and advertise for a replacement. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

3. Mayor's Report

4. Authorize the approval of the minutes of the regular meeting on August 1, 2017 and the recess meeting on August 8, 2017.

   It was moved by Alderman Antonow, seconded by Alderman Taylor to approve the

minutes of the regular meeting on August 1, 2017 and the recess meeting on August 8, 2017. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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5. Authorize the approval of accounts for all city departments.

   It was movedy by Alderman Morgan, seconded by Alderman Howell to approve the accounts for all city departments including a docket showing General Fund claims 98602 thru 98764, Metro Narcotics claims 7028 thru 7032, Water & Sewer claims 28178 thru 28221 and Trust & Agency claims 26306 thru 26380 and totaling $772,054.91. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6. Consider the consent agenda:

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

   a. Request permission for two court department employees to attend the MS Municipal Court Clerk Fall Conference in Tunica, MS on September 5-8, 2017 at an estimated cost of $134.53. (Donna Fisher)

   b. Request approval of William "Duke" Hussey, Jr. as the owner of D & D Taxi. (Joey East)

   c. Request approval of Samuel Smart as an intern for the Oxford Police Department for the Fall 2017 semester. (Joey East)

   d. Request approval of Adam P. Dupuis to be an owner/operator for Unchained Pedicabs, LLC. (Joey East)

   e. Request approval of the following pedicab and taxi drivers: Michael Pollard and Charles Johnson (Unchained Pedicabs, LLC), Jonathan M. Scott (Angel Taxi) and JeMichael Handy and Dylan Waxler (Flying Tuk). (Joey East)

   f. Request permission for the Superintendent to attend the TVA/LPC meeting in Bowling Green, KY on October 2, 2017 at an estimated cost of $140.00. (Rob Neely)

   g. Request permission for the Wastewater Treatment Plant Operator to attend the Short Course in Biloxi, MS on September 11-15, 2017 at an estimated cost of $1,550.00. (Bart Robinson)

   h. Request permission to promote Keelix Winters in the Buildings & Grounds Department, from seasonal laborer to full-time laborer with an hourly rate of $12.25 (G6-4). (Braxton Tullos)

   i. Request permission to accept the resignation of Melissa Moffett in the Oxford Electric Department, effective August 18, 2017, and advertise for a replacement. (Braxton Tullos)

   j. Request permission to hire Michael McGhee as a full-time patrol officer with an annual salary of $34,927.91 (G9-5), Mary Rachel Carver as a full-time patrol officer with an annual salary of $37,055.02 (G9-7), James Michael Phillips as a full-time patrol officer with an annual salary of $34,927.91 (G9-5), Cam Herod as a full-time patrol officer with an annual salary of $34,927.91 (G9-5) and Kyle Fugitt as a full-time patrol officer with an annual salary of $40,491.02 (G9-10) in the Oxford Police Department. (Braxton Tullos)

   k. Request permission to accept the resignation of Kimberly Hill, effective September 5, 2017, at FNC Park, and advertise for a replacement. (Braxton Tullos)

   l. Request permission to hire Chris Wright, William Tillman, and Edward Sanders as seasonal workers in the Environmental Services Department with an hourly salary of $9.00. (Braxton Tullos)

   m. Request approval of the resignation of Brian Keith Ray in the Building

Department effective September 8, 2017 and advertise for a replacement. (Braxton Tullos)

7. Recognize a city employee for outstanding service.

   The Mayor and Board recognized Willie Dennis for outstanding service. Willie is in charge of the City's cemetery, and recently the Mayor received two letters from citizens commending Willie on his caring attitude and willingness to go above and beyond his regular duties to assist them in their time of need.

   (Get copies of the letters from Robyn)

8. Authorize re-appointments to the Visit Oxford board.

   It was moved by Alderman Bailey, seconded by Alderman Addy to re-appoint Afton Davis and Katie Morrison to the Visit Oxford board. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

9. Authorize an appointment to the Historic Preservation Commission.

   It was moved by Alderman Bailey, seconded by Alderman Howell to appoint Linda Bishop to the Historic Preservation Commission. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

10. Request permission to advertise for Architectural and Engineering Services (RFQ) for the Renovation of the Oxford-University Transit Facility. (Tim Akers)

    It was moved by Alderman Antonow, seconded by Alderman Bailey to advertise for Architectural and Engineering Services (RFQ) for the Renovation of the Oxford-University Transit Facility. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

11. Adopt an intent resolution to provide funding for the Oxford-Lafayette County Vocational Technical Center as required by MS Code Section 37-7-409. (Ashley Atkinson)

    It was moved by Alderman Morgan, seconded by Alderman Bailey to adopt an intent resolution to provide funding for the Oxford-Lafayette County Vocational Technical Center as required by MS Code Section 37-7-409. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

12. Request permission to approve a Final Plat for Case #2208, Oxford Commons III, LLC, for "The Heights, Phase V", for property located on Bourn Cove being further described as PPINs 4502 and 4503. (Judy Daniel)

    It was moved by Alderman Bailey, seconded by Alderman Addy to approve a Final Plat for Case #2208, Oxford Commons III, LLC, for "The Heights, Phase V", for property located on Bourn Cove being further described as PPINs 4502 and 4503; approval is contingent on the project meeting the conditions listed for the Planning Department and the Public Works Department. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

13. Request permission to approve a Final Plat for Case #2209, Oxford Commons III, LLC for "The Heights, Phase XVII", for property located on Sweetgum Lane being further described as PPIN 4503. (Judy Daniel)

    It was moved by Alderman Bailey, seconded by Alderman Addy to approve a Final Plat for Case #2209, Oxford Commons III, LLC for "The Heights, Phase XVII", for property located on Sweetgum Lane being further described as PPIN 4503. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

14. Request permission for one officer to attend the FBI National Academy in Quantico, VA from October 2,2017-December 15, 2017 at a total cost of $3,220.00. (Joey East)

    It was moved by Alderman Bailey, seconded by Alderman Addy to approve Hildon Sessums to attend the FBI National Academy in Quantico, VA from October 2, 2017 to December 15, 2017 at an estimated cost of $3,220.00. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

15. Request permission to accept the donation of a K-9 from the Monticello Police Department. (Joey East)

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It was moved by Alderman Morgan, seconded by Alderman Bailey to accept the donation of a K-9 from the Monticello Police Department based on the finding that the acceptance of the donation is not detrimental to the City. The K-9 is valued at $10,000.00. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

16. First reading of an Ordinance amending Sections 14-43(4) and 14-44(8) of the Alcohol ordinance. (Joey East)

    This was the first ready of a proposed ordinance amending Chapter 14, Article II, Sections 14-43(4) and 14-43(8) of the Alcohol Ordinance. The second reading and public hearing will be at the next meeting.

17. Request permission to accept maintenance of the 19th Street Extension and Bridge constructed in conjunction with Traditions. (Bart Robinson)

    It was moved by Alderman Bailey, seconded by Alderman Addy to accept maintenance of the 19th Street Extension and the bridge constructed in conjunction with Traditions, contingent on the approval of the Public Works department and counsel's approval of the deed. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

18. Request permission to accept maintenance of the Final Phase of Aspen Ridge. (Bart Robinson)

    It was moved by Alderman Howell, seconded by Alderman Antonow to accept maintenance of the final phase of Aspen Ridge (Aspen Loop). All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

19. Third reading and vote on an Ordinance amending Chapter 98, Article IV, Section 98-97, Section 98-98, and Section 98-99, Erosion Control and consideration of additional signage requirement. (Bart Robinson)

    After calling for public comment and receiving none; it was moved by Alderman Antonow, seconded by Alderman Taylor to adopt an Ordinance amending Chapter 98, Article IV, Section 9-97, Section 98-98, and Section 98-99, Erosion Control (with recommended signage requirements). All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

20. Request permission to advertise for bids for West Oxford Loop Extension from Anderson Road to College Hill Road. (Bart Robinson)

    It was moved by Alderman Morgan, seconded by Alderman Addy to grant permission to advertise for bids for the West Oxford Loop Extension Project from Anderson Road to College Hill Road. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

21. Request permission to advertise for bids for the road extension from Sisk Avenue to Highway 6(278). (Bart Robinson)

    It was moved by Alderman Addy, seconded by Alderman Howell to grant permission to advertise for bids for the road extension from Sisk Avenue to Highway 6 (278). All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

22. Consider hiring a certified asbestos inspector to issue an asbestos report for City property. (Bart Robinson)

    It was moved by Alderman Antonow, seconded by Alderman Howell to hire a certified asbestos inspector to issue an asbestos report for the Riverside Apartment buildings. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

23. Discuss joining the request of the DeSoto County Board of Supervisors to the MS Attorney General to reconsider the opinion to Tony Nowak regarding the Regular Session, HB 1106, concerning the reverse auction requirement. (Bart Robinson)

    It was moved by Alderman Morgan, seconded by Alderman Addy to join the request of DeSoto County Board of Supervisors to the MS Attorney General to reconsider the opinion to Tony Nowak regarding the Regular Session, HB 1106, concerning the reverse auction requirement. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

24. Request approval of the 2017 MOU between the University of MS and the City for the game day shuttle service.

    It was moved by Alderman Morgan, seconded by Alderman Addy to approve the 2017 MOU between the University of MS and the City for the game day shuttle service. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

25. Request approval to place covenants for current Baptist Hospital into escrow. (Pope Mallette)

    It was moved by Alderman Antonow, seconded by Alderman Morgan to approve placing the covenants for the current Baptist Hospital into escrow. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

26. Consider an executive session.

    It was moved by Alderman Morgan, seconded by Alderman Addy to consider an executive session for personnel matters and a security matter. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

    It was moved by Alderman Howell, seconded by Alderman Addy to enter an executive session for a personnel matter in the Oxford Electric Department, a personnel matter in the Environmental Services department and a matter related to police security measures. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

    It was moved by Alderman Antonow, seconded by Alderman Bailey to follow the recommendation of the HR director and terminate the employment of Jerry Lipsey in the Environmental Services Department due to a violation of city policy. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

    It was moved by Alderman Morgan, seconded by Alderman Addy to demote Eddie Booker in the Oxford Electric Department from Journeyman Lineman to Groundman with a new annual salary of $38,420.70 (G10-5) and to promote Jonathan Arbuckle from ROW Groundman to Tree Trimmer with a new annual salary of $35,160.38 (G10-2). All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

27. Recess to meet on August 17, 2017 at 1:00pm.

    It was moved by Alderman Morgan, seconded by Alderman Addy to recess to meet on August 17, 2017 at 1:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

Robyn Tannehill

Robyn Tannehill, Mayor

Ashley Atkinson, City Clerk

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)

SAFEGUARD - DEMENT 61-9165

From: Karen Williams <karenawilliams1@gmail.com>
Subject: In praise of Wille Dennis - from Saint Peter's cemetary
Date: August 7, 2017 at 5:12:40 PM CDT
To: robyn@oxfordms.net

Dear Mayor Tannehill,

I wanted to write you to let you know how much I appreciated the kindness and thoughtfulness of Willie Dennis. My son and his wife, both Ole Miss graduates, live in Los Angeles. He is in his final year of a radiation oncology residency at USC. Last June their 4 year old daughter passed away due to a genetic disease she was born with. As my daughter in law was pregnant and was being induced two days after the funeral, they were unable to come to Mississippi to bury Edie's ashes. They chose to bury her in Oxford as that is where they met and were married. They flew home last August and we had a graveside service and buried her ashes last August.

Last week we had the family headstone and Edie's marker placed. As I feel so much responsibility since they could not be here, I told Columbus Marbleworks that I wanted to be there when they put it all down. Willie Dennis went over and beyond the call of duty. He had given me his cell phone number a few weeks earlier and due to a mix up on the Marbleworks, we were there on a Friday and it was not able to be placed. He was with us for the three hours as we were trying to figure it all out. The following Monday, we returned to Oxford and once again Willie was with us the entire time. He was so helpful, kind, courteous, tender, thoughtful and just so sweet.

After it was all placed, I face timed with my daughter in-law so she could see Edie's marker and the Williams family headstone. Over the weekend I told her how wonderful Willie had been and then again on Monday. Anna wanted to meet him too, so through FaceTime, they met! Later she asked me for his mailing address as she wanted to write him a thank you note. When I was getting his address I asked him to give me his boss or supervisor's name so I could write to them and he just laughed and would not tell me. But as you can see I did find out.

Willie is a gem and I hope you all know how fortunate you are to have him work for the city. His caring disposition truly meant so very much to me during such an emotional time and I do appreciate it so much.

- Karen Williams
Columbus, MS

SAFEGUARD - DEMENT 61-9165

June 28, 2017

City of Oxford
Enviromental Services Department

This is a note of thanks as well as a note of commendation. Last week as I was preparing my mother's grave to lay sod, Mr. Willie Dennis, of your department, stopped to see if I needed help. He then took time to retrieve special tools and helped me complete this endeavor. How very generous!

If you have an Employee of the Month/Year, I would certainly like to recommend him.

Gratefully
Sharron Pennington

Confidential Information - For Board Use Only - Do not Redistribute

Melinda L. McGrath
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7001
FAX (601) 359-7110
GoMDOT.com

MINUTE BOOK No. 74, CITY OF OXFORD

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

James A. Williams, III
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
SAM LEGGETT DISTRICT 1-9165
Willie Huff
Director, Office of Enforcement
Charles R. Carr
Director, Office of Intermodal Planning

July 21, 2017

Mr. Ron Biggs
General Manager
Oxford-University Transit
409 McElroy Drive
Oxford, MS 38655

SUBJECT: SECTION 5339 Application Notification FY 2017-2018

Dear Mr. Biggs:

We are pleased to inform you that the Section 5339 Program application submitted on behalf of your organization has been approved to be included in the Department's application to the Federal Transit Administration (FTA). Based on the Program of Projects, your agency was proposed for approval for an amount not to exceed $450,000.00 in Section 5339 funds. **However, the approval of this project is contingent upon FTA's acceptance and approval of all environmental documents.** Attached is a draft budget for the 2017-2018 program year.

We will notify you when we receive the final approval of the grant from the FTA. We anticipate releasing contract agreements for approved projects by September, 2017.

Thank you for your interest in providing mobility options for your community. If you have questions or require additional information, please contact Roderick Bailey by telephone at (601) 359-7800 or by fax at (601)-359-7777.

Sincerely,

Shirley Wilson

Shirley Wilson, Director
Public Transit Division

Enclosure (1)

SW/pmw

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DRAFT

BUDGET

City of Oxford/Oxford University Transit

5339 Bus And Bus Facilities Program

Program Year: October 1, 2017 to September 30, 2018
Contract # 76-0039-17-945 **MS-2017-xxx-00** **503118**

Capital Item	Number Requested	Detail Description (Accessible Features/Optional Equipment and Price)	Total Cost	Local Match	Federal Funds
Engineering/Design		To accuire A&E Service for renovation of transit facility.	$ 62,500.00	$ 12,500.00	$ 50,000.00
Renovation		Renovation of transit facilty to finish second level; to add additional bay, to expand parking area.	$ 500,000.00	$ 100,000.00	$ 400,000.00
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
TOTAL			$ 562,500.00	$ 112,500.00	$ 450,000.00

DRAFT

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SAFEGUARD - DEMENT 61-9165

 SAFEGUARD - DEMENT 61-9165

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF OXFORD, MISSISSIPPI, DECLARING ITS INTENTION TO PROVIDE ITS PRO RATA SHARE OF THE OXFORD-LAFAYETTE COUNTY VOCATIONAL-TECHNICAL CENTER (OXFORD-LAFAYETTE COUNTY SCHOOL OF APPLIED TECHNOLOGY)

WHEREAS, the Board of Trustees of the Oxford Municipal Separate School District unanimously adopted a Resolution and Order requesting the Mayor and Board of Aldermen of the City of Oxford, Mississippi, to levy taxes in the amount of $250,000.00 to assist in the operation of the Oxford-Lafayette County Vocational Center (Oxford-Lafayette County School of Applied Technology) in order to enable the Oxford Municipal Separate School District to pay its pro-rata share of the operation of the Oxford-Lafayette County Vocational-Technical Center during the 2017-2018 school session; and

WHEREAS, the Oxford Municipal Separate School District, under agreement entered into by and between the Oxford Municipal Separate School District, dated September 28, 1971, is obligated to pay its pro-rata share of the operation of the Oxford-Lafayette County Vocational-Technical Center (Oxford-Lafayette County School of Applied Technology); and,

WHEREAS, as required by law, and particularly Section 37-7-409, Mississippi Code of 1972, Annotated, and amendments thereto, the Mayor and Board of Aldermen are required to make such levy as requested in said Resolution and Order of said Board of Trustees, and to declare its intention to do so by this Resolution, and as hereinafter provided, and in accordance with said Section 37-7-409.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD of Aldermen of the City of Oxford, as follows:

Section 1: Pursuant to the aforesaid Resolution and Order of the Board of Trustees of the Oxford Municipal Separate School District and as required by law, and particularly said Section 37-7-409, the Mayor and Board of Aldermen declare its intention to levy taxes in the amount of $250,000.00 for the purpose of providing funds to said school district to assist in the operation of the Oxford-Lafayette County Vocational-Technical Center (Oxford-Lafayette County School of Applied Technology) as provided by law and in particular said Section 37-7-409.

Section 2: That this Mayor and Board of Aldermen proposes to make said levy at a meeting of said Mayor and Board of Aldermen to be held on September 14, 2017. If the lessor of 1500 or twenty percent (20%) of the qualified electors of the Oxford Municipal Separate School District shall file a petition against the making of said levy herein provided for within the time specified in Section 3 of this Resolution, and requesting an election on the proposition of levying such additional tax for school purposes, then such levy shall not be made until an election shall be held to determine whether or not 3/5's of qualified electors of said district shall favor the additional levy for school purposes.

Section 3: That this Resolution shall be published once a week for not less than three (3) consecutive weeks in *The Oxford Eagle*, a newspaper published and having a general circulation in

Lafayette County and is a qualified newspaper under the provisions of Chapter 427, Laws of Mississippi of 1948, and amendments thereto. The first publication of this Resolution shall be made not less than twenty-one (21) days prior to the date fixed in Section 2, of this Resolution for the making of such additional levy, and the last publication shall be made not more than seven (7) days prior to such date. That if within fifteen (15) days after the final publication of the Resolution, a petition signed by the lessor of 1500 or twenty percent (20%) of the qualified electors of the Oxford Municipal Separate School District requesting an election on the proposition of levying such additional taxes for school purposes is filed with the City Clerk of the City of Oxford, such levy shall not be made until an election shall be held to determine whether or not 3/5's of qualified electors of the Oxford Municipal Separate School District shall favor the additional levy for school purposes. All as provided in said Section 37-7-409, Mississippi Code of 1972, Annotated, and amendments thereto.

Section 4: That the City Clerk shall be and she is hereby directed to obtain from the publisher of the aforesaid newspaper, the customary Proof of Publication of this Resolution, and shall have the same before the Mayor and Board of Aldermen on the date specified in Section 2 of this Resolution.

Alderman _____made the motion, which was seconded by Alderman _____ to adopt the foregoing Resolution, which was introduced in writing at the meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi, held on August 15, 2017, and was at said meeting, read, considered, and adopted, paragraph by paragraph, section by section, then as a whole, and the question being put to a roll call vote, the result was as follows:

Alderman Addy	voted
Alderman Huesle	voted
Alderman Antonow	voted
Alderman Howell	voted
Alderman Bailey	voted
Alderman Taylor	voted
Alderman Morgan	voted

Approved, this the 15th day of August, 2017.

/s/_____
Robyn Tannehill, Mayor

ATTEST:

_____
ASHLEY ATKINSON, CITY CLERK

Publish: August 25, September 1, 8, 2017

OXFORD
PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Aldermen
From: Gray Parker, Planner I
Date: August 15, 2017

Re: Planning Commission Case 2208
Final Plat Approval for 'The Heights, Phase V'
(A Portion of PPIN's #4502 & #4503; Oxford Commons PUD)

Zoning: Oxford Commons Planned Unit Development (PUD)

Planners Comments: The applicant is seeking Final Plat approval for 'The Heights, Phase V' subdivision. The subject property is located south of Sisk Avenue and south of Phase IV of The Heights subdivision. This is a thirteen (13) lot subdivision along one street (Bourn Cove) west of Devonshire Drive, totaling approximately +/- 4 acres.

Due to the existing conditions of the site and construction requirements for public streets, much of the vegetation will require removal. The applicant has purchased an approximate 1.3-acre conservation area between the east side of Pin Oak Dr. (at the Sisk Ave. intersection) and the Oxford High School. A conservation easement has been dedicated to the Oxford Commons (HOA) Homeowners Association since January of 2015, and will remain undisturbed in perpetuity.

Case #2208 was recommended for approval by the Planning Commission with the stated conditions from the Planning Department and Public Works. Public Works provided a memo addressing the Traffic Impact Study for Oxford Commons and the current order that any trips available for Oxford Commons will be allocated. The Heights Phase V and XVII are first on that list.

Public Works Comments: With the final plat application, the applicant has also requested some changes in the infrastructure and minor change in the lot layout. This is not uncommon. Public Works has reviewed and approved the requested changes since the Planning Commission meeting.

The preliminary plat approved in 2016 for multiple phases indicated several ponds throughout the serve various phases. The ponds to be used for Phases 5 and 17 were previously constructed and will be enlarged to accommodate the needs for these phases. This was previously approved with the preliminary plats and remains unchanged. There will be clearing and grading work associated with enlarging these ponds outside of Phases 5 and 17.

As has been noted in prior cases dating back to the original Oxford Commons PUD file and most recently in Case 2199 for the Hyatt, there are limitations to the amount of development that can occur within Oxford Commons without specific roadway improvements. These required improvements were based on recommendations from the traffic studies provided by the owner(s)/developer(s) of Oxford Commons over time. Public Works remains of the professional opinion that the recommendations provided in the traffic study dated July 2016 and in the supplemental letters from Neel-Schaffer dated September 21, 2016 and April 20, 2017 should be followed. Public Works has determined that the trip equivalent of 19 single family homes is all that is available for construction in Oxford Commons before roadway improvements are required, and this number was applied to the Heights Phases 5 and 17 developments when the land disturbance permit was requested. However, there are a total of 23 lots requesting final plat between the Heights Phase 5 (13 lots) and the Heights Phase 17 (10 lots). The developer has been notified that the City will limit the Certificate of Occupancies to the number of single family equivalents available per Public Works determination until the roadway improvements have started.

Recommendation: Staff and the Planning Commission recommend approval of the Final Plat for 'The Heights, Phase V' with the following conditions:

1. Approval of 'The Heights, Phase V', by the Mayor and Board of Alderman.

2. A copy of the covenants for the subdivision are to be submitted to the Planning Department prior to permitting.

3. No more than 19 Certificate of Occupancies will be granted prior to the start of the required roadway improvements recommended in the traffic impact study and related supplemental letters.

4. Approval is for the plans as submitted.

OXFORD
PLANNING
DEPARTMENT

Case 2208

To: Oxford Planning Commission
From: Gray Parker, Planner I
Date: July 10, 2017

Applicant: Oxford Commons III, LLC
Owner: Same
Request: Final Plat Approval for 'The Heights, Phase V'
Location: Bourn Cove (A portion of PPIN's #4502 & #4503)
Zoning: Oxford Commons (PUD)

Surrounding Zoning:

North: Oxford Commons (PUD) – The Heights, Phase IV
South: Future Phase of The Heights
East: Outside City Limits
West: Future Phase of The Heights

Planners Comments: The applicant is seeking Final Plat approval for 'The Heights, Phase V' subdivision. The subject property is located south of Sisk Avenue and south of Phase IV of The Heights subdivision. This is a thirteen (13) lot subdivision along one street (Bourn Cove) west of Devonshire Drive, totaling approximately +/- 4 acres. The topography in this area is typical of the Oxford hill country.

Due to the existing conditions of the site and construction requirements for public streets, much of the vegetation will require removal. The applicant has purchased an approximate 1.3-acre conservation area between the east side of Pin Oak Dr. (at the Sisk Ave. intersection) and the Oxford High School. A conservation easement has been dedicated to the Oxford Commons (HOA) Homeowners Association since January of 2015, and will remain undisturbed in perpetuity. The proposed conservation areas in The Heights are contiguous and will ultimately contain approximately 8.6 acres with the ultimate goal of providing a trail system connecting conservation areas throughout the existing and future residential areas of the Oxford Commons PUD.

Public Works Comments: A preliminary plat for all phases of Oxford Commons was approved in 2016. At that time, a complete set of construction plans was provided and approved indicating how all infrastructure was to be built. With the preliminary plat approval, the developer had permission to complete all work necessary to install such infrastructure. Final plat is required before any homes can be constructed on the site or the lots can be sold. With the final plat application, the applicant has also requested some changes in the infrastructure and minor change in the lot layout. This is not uncommon. Upon review of the plans submitted with the Final Plat, Public Works has requested some adjustments in the layout of the storm drain, water and sewer lines. These changes do not impact the lot layout, storm water, tree mitigation or landscaping, street width, installation of the sidewalk or any other major element of site plan review. If the changes are not approved for some reason, the developer is required to construct the infrastructure according to the previously approved preliminary plat construction plans. Public Works expects the construction plans to be approved prior to the Planning Commission, but requests a condition related to this matter in case they are still under review.

The preliminary plat approved in 2016 for multiple phases indicated several ponds throughout the serve various phases. The ponds to be used for Phases 5 and 17 were previously constructed and will be enlarged to accommodate the needs for these phases. This was previously approved with the preliminary plats and remains unchanged. There will be clearing and grading work associated with enlarging these ponds outside of Phases 5 and 17.

As has been noted in prior cases dating back to the original Oxford Commons PUD file and most recently in Case 2199 for the Hyatt, there are limitations to the amount of development that can occur within Oxford Commons without specific roadway improvements. These required improvements were based on recommendations from the traffic studies provided by the owner(s)/developer(s) of Oxford Commons over time. Public Works remains of the professional opinion that the recommendations provided in the traffic study dated July 2016 and in the supplemental letters from Neel-Schaffer dated September 21, 2016 and April 20, 2017 should be followed. Public Works has determined that the trip equivalent of 19 single family homes is all that is available for construction in Oxford Commons before roadway improvements are required, and this number was applied to the Heights Phases 5 and 17 developments when the land disturbance permit was requested. However, there are a total of 23 lots requesting final plat between the Heights Phase 5 (13 lots) and the Heights Phase 17 (10 lots). Prior to the Board of Alderman meeting, a written agreement will be provided from the developer agreeing to limit the Certificate of Occupancies to the number of single family equivalents available per Public Works determination until the roadway improvements have started.

SAFEGUARD - DEMENT 61-9165

Recommendation: Staff recommends approval of the Final Plat for 'The Heights, Phase V' with the following conditions:

1. Approval of 'The Heights, Phase V', by the Mayor and Board of Alderman.

2. Request for Final Plat approval will not be heard by the Board of Alderman until Public Works has approved the construction plans.

3. Request for Final Plat approval will not be heard by the Board of Alderman until the privately owned and maintained storm drains between lots are indicated on the plats.

4. A copy of the covenants for the subdivision are to be submitted to the Planning Department prior to permitting.

5. No more than 19 Certificate of Occupancies will be granted prior to the start of the required roadway improvements recommended in the traffic impact study and related supplemental letters.

6. Approval is for the plans as submitted.

SAFEGUARD - DEMENT 61-9165

OXFORD
PUBLIC WORKS

MEMORANDUM

To: Planning Commission
From: Reanna Mayoral, P.E., Assistant City Engineer
CC:
Date: July 10, 2017
Re: Staff Report—Oxford Commons

Public Works would like to document via this memo the current order that any trips available in Oxford Commons will be allocated. Following the May 2017 approval of the amended site plan for the TRU Hotel at Oxford Commons, there were trips equivalent to 19 single family homes available in Oxford Commons before improvements are required at State Route 7 and Sisk. This number was determined based on the recommendations provided by Neel Schaffer in the July 2016 Traffic Impact Study and supplemental letters dated September 21, 2016 and April 20, 2017.

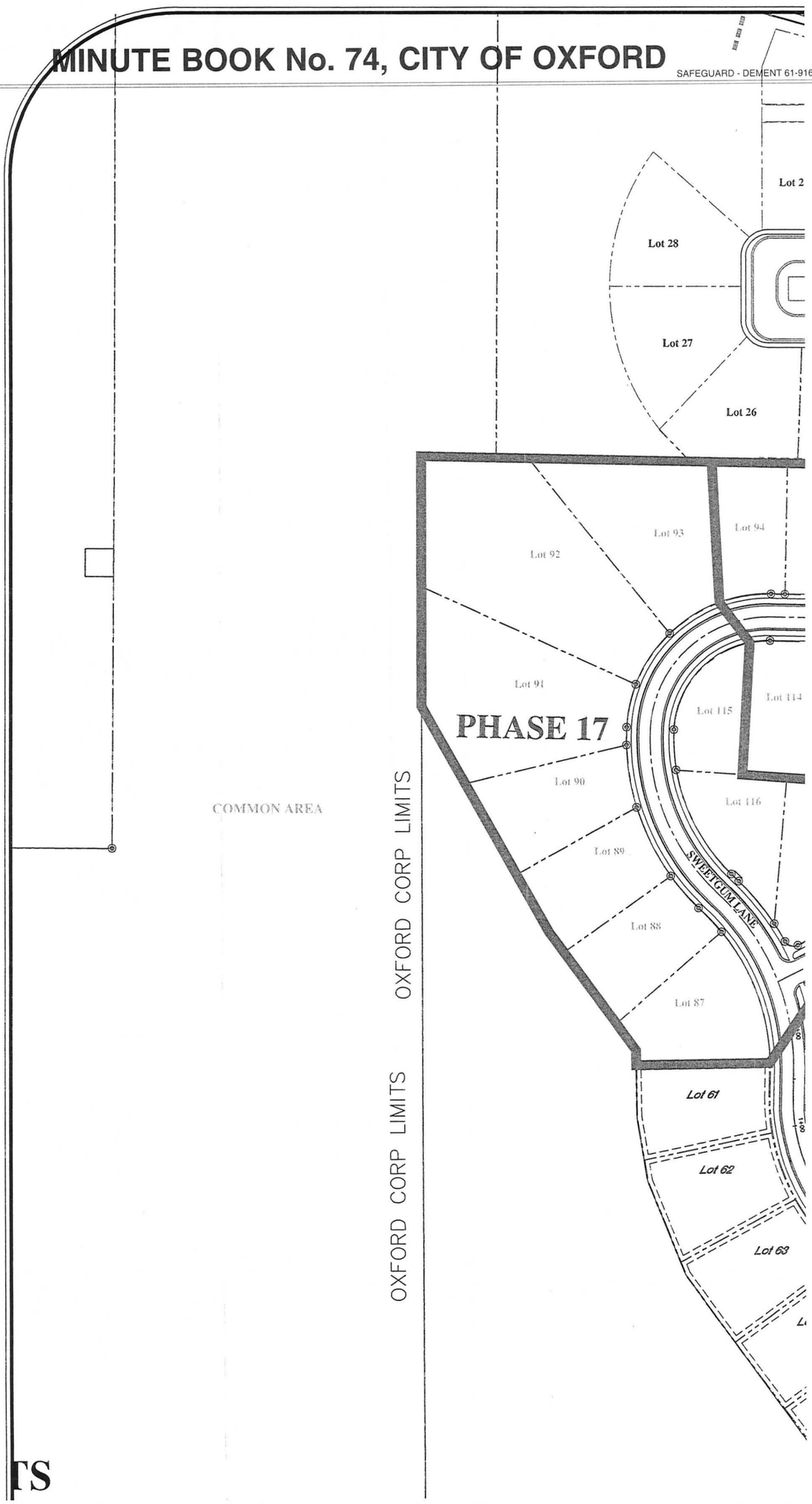
A preliminary plat was approved for phases of several subdivisions in Oxford Commons in December 2016, including the Preserve and the Heights. That approval allowed for the clearing and construction related to construction of infrastructure once site restoration bonds were received and land disturbance permits were issued, with certain restrictions. After approval of the preliminary plat, Land Disturbance permits were issued for Phases 5 and 17 of the Heights with the understanding that the number of homes constructed following Final Plat approval would be restricted to the number of trips available. The Heights Phases 5 and 17 have a total of 23 lots combined. The Final Plat must be approved prior to constructing any homes in these areas and the number of homes occupied will be limited to the number of trips available.

At this time, Public Works feels that the order for trip allocation of the 19 equivalent trips available following the May 2017 amendment for the TRU hotel is as follows:

1. Heights Phases 5 and 17 (23 lots total)
2. Hyatt Place (Site Plan approved 6-12-17)
3. Subsequent plans as noted below*

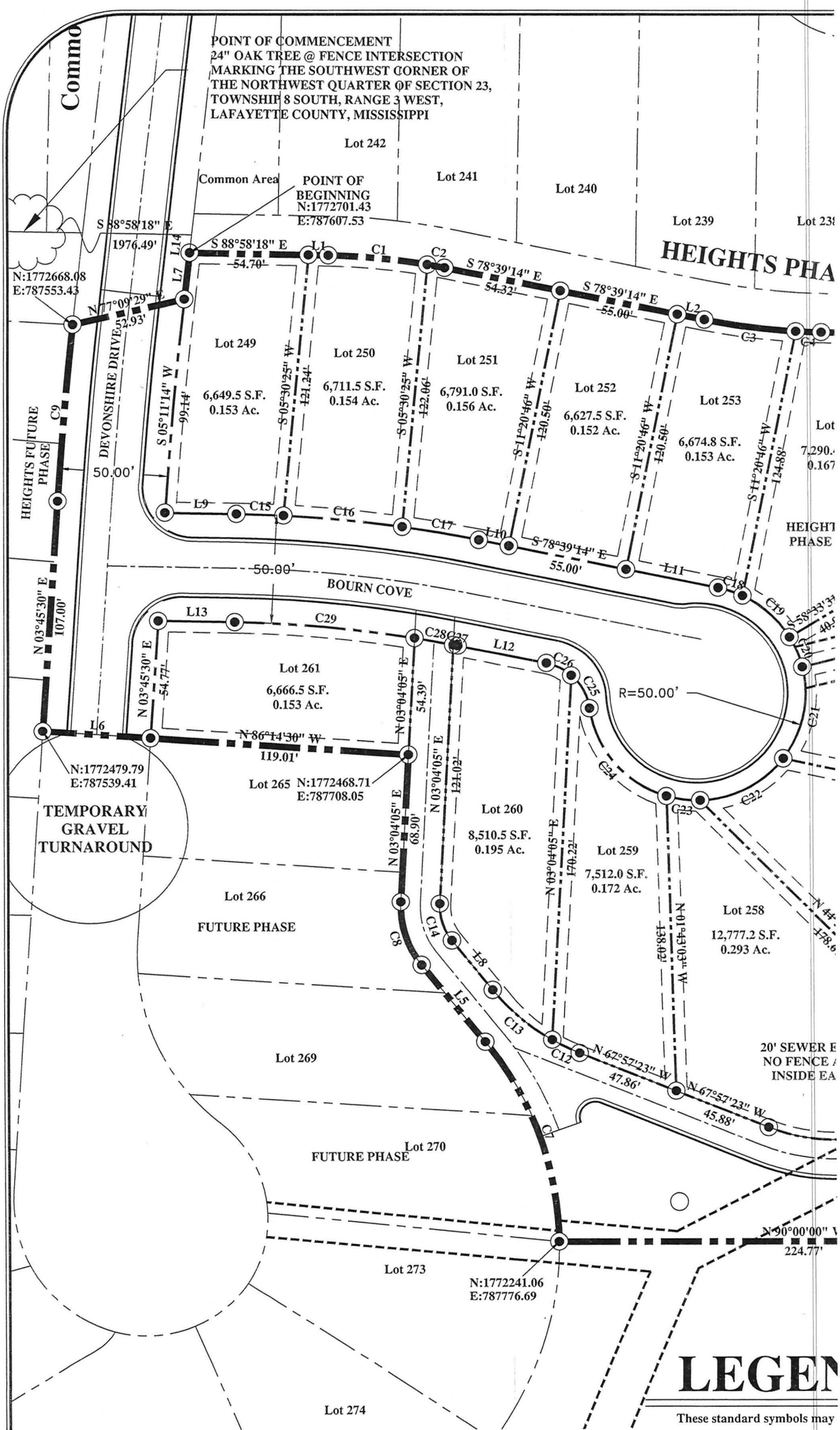
* Subsequent plans will be placed in the order for allocation based on when the site plan was approved for new development and when the land disturbance permit was issued for previously approved (2016) subdivisions. If multiple site plans are approved in the same meeting, the allocation will be determined based on the date that a complete submittal was made and considering the best use of the number of trips available, i.e., if there are 50 trips available and all other things are equal, the trips will be allocated to the site plan that requires 50 or less trips. Subdivision phases that received preliminary plat approval in 2016 will be allocated based on the date that they receive a land disturbance permit and within the limits of any site plan conditions, including those restricting the number of units to be constructed each year.

SAFEGUARD - DEMENT 61-9165



MINUTE BOOK No. 74, CITY OF OXFORD

SAFEGUARD - DEMENT 61-9165



SAFEGUARD - DEMENT 61-9165

DESCRIPTION OF PROPERTY

A fraction of the Southwest Quarter of Section 23, Township 8 South, Range 3 West, Lafayette County, Mississippi, And Containing 3.970 Acres. This Description Being Described In More Detail As Follows:

Commencing at a 24" oak tree at a fence intersection marking the Southwest corner of the Northwest Quarter of Section 23, Township 8 South, Range 3 West, Lafayette County, Mississippi. Run thence South 88 Degrees 58 Minutes 18 Seconds East a distance of 1976.49 Feet to a point; Thence South 06 Degrees 34 Minutes 19 seconds West a distance of 8.23 Feet to a set 1/2" iron rod at the POINT OF BEGINNING.

From said Point of Beginning, run South 88 Degrees 58 Minutes 18 Seconds East a distance of 54.70 Feet to a set 1/2" iron rod; Thence South 88 Degrees 58 Minutes 18 Seconds East a distance of 9.13 Feet to a set 1/2" iron rod; Thence along a curve turning to the right with an arc length of 45.94 Feet, a radius of 300.00 Feet, a chord bearing of South 84 Degrees 35 Minutes 06 Seconds East, and a chord length of 45.89 Feet to a set 1/2" iron rod; Thence along a curve turning to the right with an arc length of 8.08 Feet, a radius of 300.00 Feet, a chord bearing of South 79 Degrees 25 Minutes 34 Seconds East, and a chord length of 8.08 Feet to a set 1/2" iron rod; Thence South 78 Degrees 39 Minutes 14 Seconds East a distance of 54.32 Feet to a set 1/2" iron rod; Thence South 78 Degrees 39 Minutes 14 Seconds East a distance of 55.00 Feet to a set 1/2" iron rod; Thence South 78 Degrees 39 Minutes 14 Seconds East a distance of 12.81 Feet to a set 1/2" iron rod; Thence along a curve turning to the left with an arc length of 42.33 Feet, a radius of 300.00 Feet, a chord bearing of South 82 Degrees 41 Minutes 47 Seconds East, and a chord length of 42.30 Feet to a set 1/2" iron rod; Thence along a curve turning to the left with an arc length of 11.69 Feet, a radius of 300.00 Feet, a chord bearing of South 87 Degrees 51 Minutes 19 Seconds East, and a chord length of 11.69 Feet to a set 1/2" iron rod; Thence South 88 Degrees 58 Minutes 18 Seconds East a distance of 24.06 Feet to a set 1/2" iron rod; Thence along a curve turning to the right with an arc length of 20.01 Feet, a radius of 300.00 Feet, a chord bearing of South 87 Degrees 03 Minutes 40 Seconds East, and a chord length of 20.00 Feet to a set 1/2" iron rod; Thence along a curve turning to the right with an arc length of 37.08 Feet, a radius of 300.00 Feet, a chord bearing of South 81 Degrees 36 Minutes 34 Seconds East, and a chord length of 37.06 Feet to a set 1/2" iron rod; Thence South 78 Degrees 04 Minutes 06 Seconds East a distance of 66.55 Feet to a set 1/2" iron rod; Thence South 78 Degrees 04 Minutes 06 Seconds East a distance of 41.50 Feet to a set 1/2" iron rod; Thence South 11 Degrees 55 Minutes 54 Seconds West a distance of 403.07 Feet to a set 1/2" iron rod; Thence Due West a distance of 224.77 Feet to a set 1/2" iron rod; Thence along a curve turning to the left with an arc length of 101.26 Feet, a radius of 152.40 Feet, a chord bearing of North 19 Degrees 42 Minutes 01 Seconds West, and a chord length of 99.40 Feet to a set 1/2" iron rod; Thence North 39 Degrees 12 Minutes 36 Seconds West a distance of 46.18 Feet to a set 1/2" iron rod; Thence along a curve turning to the right with an arc length of 31.73 Feet, a radius of 43.00 Feet, a chord bearing of North 18 Degrees 04 Minutes 15 Seconds West, and a chord length of 31.01 Feet to a set 1/2" iron rod; Thence North 03 Degrees 04 Minutes 05 Seconds East a distance of 68.90 Feet to a set 1/2" iron rod; Thence North 86 Degrees 14 Minutes 30 Seconds West a distance of 119.01 Feet to a set 1/2" iron rod; Thence North 86 Degrees 14 Minutes 30 Seconds West a distance of 50.00 Feet to a set 1/2" iron rod; Thence North 03 Degrees 45 Minutes 30 Seconds East a distance of 107.00 Feet to a set 1/2" iron rod; Thence along a curve turning to the right with an arc length of 81.83 Feet, a radius of 2025.00 Feet, a chord bearing of North 04 Degrees 54 Minutes 59 Seconds East, and a chord length of 81.82 Feet to a set 1/2" iron rod; Thence North 77 Degrees 09 Minutes 29 Seconds East a distance of 52.93 Feet to a set 1/2" iron rod; Thence North 06 Degrees 34 Minutes 19 Seconds East a distance of 21.72 Feet back to the point of beginning.

SURVEYOR'S CERTIFICATE

I certify that the within plat of THE HEIGHTS SUBDIVISION, PHASE V, in Lafayette County, Mississippi, is a true and correct representation of said subdivision and that I signed and delivered it as my own act and deed.

Witness my hand and signature this the _____ day of _____, 2017.

_____
JONATHAN E. ADAMS
MISSISSIPPI PS. #3125

Approved and rec
COMMISSION, this

_____
DARRYAIL WHITTING
CITY OF OXFORD I

Approved and re
of Aldermen, this

_____
George "Pat" Pa
MAYOR, CITY OF

CIT

I certify that O
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1. All improver
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2. A bond, ce
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_____
BART ROBINSON,
CITY ENGINEER,

OXFORD
PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Aldermen
From: Gray Parker, Planner I
Date: August 15, 2017

Re: Planning Commission Case 2209
Final Plat Approval for 'The Heights, Phase XVII'
(A Portion of PPIN #4503; Oxford Commons PUD)

Zoning: Outside of City Limits

Planners Comments: The applicant is seeking Final Plat approval for 'The Heights, Phase XVII' subdivision. The subject property is located south of Sisk Avenue and south of Phase I of The Heights subdivision. 'The Heights, Phase XVII' is a ten (10) lot subdivision west of Persimmon Lane. Phase XVII totals approximately +/- 5.3 acres.

Due to the existing conditions of the site and construction requirements for public streets, much of the vegetation will require removal. The applicant has set aside sufficient land on the west side of the Oxford Commons PUD for conservation. A conservation easement has been dedicated to the Oxford Commons (HOA) Homeowners Association since January of 2015, and will remain undisturbed in perpetuity.

Case #2209 was recommended for approval by the Planning Commission with the stated conditions from the Planning Department and Public Works. Public Works provided a memo addressing the Traffic Impact Study for Oxford Commons and the current order that any trips available for Oxford Commons will be allocated. The Heights Phase V and XVII are first on that list.

SAFEGUARD - DEMENT 61-9165

Public Works Comments: With the final plat application, the applicant has also requested some changes in the infrastructure and minor change in the lot layout. This is not uncommon. Public Works has reviewed and approved the requested changes since the Planning Commission meeting.

The preliminary plat approved in 2016 for multiple phases indicated several ponds throughout the serve various phases. The ponds to be used for Phases 5 and 17 were previously constructed and will be enlarged to accommodate the needs for these phases. This was previously approved with the preliminary plats and remains unchanged. There will be clearing and grading work associated with enlarging these ponds outside of Phases 5 and 17.

As has been noted in prior cases dating back to the original Oxford Commons PUD file and most recently in Case 2199 for the Hyatt, there are limitations to the amount of development that can occur within Oxford Commons without specific roadway improvements. These required improvements were based on recommendations from the traffic studies provided by the owner(s)/developer(s) of Oxford Commons over time. Public Works remains of the professional opinion that the recommendations provided in the traffic study dated July 2016 and in the supplemental letters from Neel-Schaffer dated September 21, 2016 and April 20, 2017 should be followed. Public Works has determined that the trip equivalent of 19 single family homes is all that is available for construction in Oxford Commons before roadway improvements are required, and this number was applied to the Heights Phases 5 and 17 developments when the land disturbance permit was requested. However, there are a total of 23 lots requesting final plat between the Heights Phase 5 (13 lots) and the Heights Phase 17 (10 lots). The developer has been notified that the City will limit the Certificate of Occupancies to the number of single family equivalents available per Public Works determination until the roadway improvements have started.

Recommendation: Staff and the Planning Commission recommend approval of the Final Plat for 'The Heights, Phase XVII' with the following conditions:

1. Approval of 'The Heights, Phase XVII', by the Mayor and Board of Alderman.

2. A copy of the covenants for the subdivision are to be submitted to the Planning Department prior to permitting.

3. No more than 19 Certificate of Occupancies will be granted prior to the start of the required roadway improvements recommended in the traffic impact study and related supplemental letters.

4. Approval is for the plans as submitted.

OXFORD
PLANNING
DEPARTMENT

Case 2209

To: Oxford Planning Commission
From: Gray Parker, Planner I
Date: July 10, 2017

Applicant: Oxford Commons III, LLC
Owner: Same
Request: Final Plat Approval for 'The Heights, Phase XVII'
Location: Sweetgum Lane (A portion of PPIN #4503)
Zoning: Outside City Limits

Surrounding Zoning:

North: Oxford Commons (PUD) – The Heights, Phase I
South: Outside City Limits – The Heights, Phase III
East: Outside City Limits – Future Phase of The Heights
West: Outside City Limits

Planners Comments: The applicant is seeking Final Plat approval for 'The Heights, Phase XVII' subdivision. The subject property is located south of Sisk Avenue and south of Phase I of The Heights subdivision. 'The Heights, Phase XVII' is a ten (10) lot subdivision west of Persimmon Lane. Phase XVII totals approximately +/- 5.3 acres. The topography is hilly, and typical of the surrounding area.

Due to the existing conditions of the site and construction requirements for public streets, much of the vegetation will require removal. The applicant has set aside sufficient land on the west side of the Oxford Commons PUD for conservation. A conservation easement has been dedicated to the Oxford Commons (HOA) Homeowners Association since January of 2015, and will remain undisturbed in perpetuity. The proposed conservation areas in The Heights are contiguous and will ultimately contain approximately 8.6 acres with the ultimate goal of providing a trail system connecting conservation areas throughout the existing and future residential areas of the Oxford Commons PUD.

SAFEGUARD - DEMENT 61-9165

Public Works Comments: A preliminary plat for all phases of Oxford Commons was approved in 2016. At that time, a complete set of construction plans was provided and approved indicating how all infrastructure was to be built. With the preliminary plat approval, the developer had permission to complete all work necessary to install such infrastructure. Final plat is required before any homes can be constructed on the site or the lots can be sold. With the final plat application, the applicant has also requested some changes in the infrastructure and minor change in the lot layout. This is not uncommon. Upon review of the plans submitted with the Final Plat, Public Works has requested some adjustments in the layout of the storm drain, water and sewer lines. These changes do not impact the lot layout, storm water, tree mitigation or landscaping, street width, installation of the sidewalk or any other major element of site plan review. If the changes are not approved for some reason, the developer is required to construct the infrastructure according to the previously approved preliminary plat construction plans. Public Works expects the construction plans to be approved prior to the Planning Commission, but requests a condition related to this matter in case they are still under review.

The preliminary plat approved in 2016 for multiple phases indicated several ponds throughout the serve various phases. The ponds to be used for Phases 5 and 17 were previously constructed and will be enlarged to accommodate the needs for these phases. This was previously approved with the preliminary plats and remains unchanged. There will be clearing and grading work associated with enlarging these ponds outside of Phases 5 and 17.

As has been noted in prior cases dating back to the original Oxford Commons PUD file and most recently in Case 2199 for the Hyatt, there are limitations to the amount of development that can occur within Oxford Commons without specific roadway improvements. These required improvements were based on recommendations from the traffic studies provided by the owner(s)/developer(s) of Oxford Commons over time. Public Works remains of the professional opinion that the recommendations provided in the traffic study dated July 2016 and in the supplemental letters from Neel-Schaffer dated September 21, 2016 and April 20, 2017 should be followed. Public Works has determined that the trip equivalent of 19 single family homes is all that is available for construction in Oxford Commons before roadway improvements are required, and this number was applied to the Heights Phases 5 and 17 developments when the land disturbance permit was requested. However, there are a total of 23 lots requesting final plat between the Heights Phase 5 (13 lots) and the Heights Phase 17 (10 lots). Prior to the Board of Alderman meeting, a written agreement will be provided from the developer agreeing to limit the Certificate of Occupancies to the number of single family equivalents available per Public Works determination until the roadway improvements have started.

Recommendation: Staff recommends approval of the Final Plat for 'The Heights, Phase XVII' with the following conditions:

1. Approval of 'The Heights, Phase XVII', by the Mayor and Board of Alderman.

2. Request for Final Plat approval will not be heard by the Board of Alderman until Public Works has approved the construction plans.

3. Request for Final Plat approval will not be heard by the Board of Alderman until the privately owned and maintained storm drains between lots are indicated on the plats.

4. A copy of the covenants for the subdivision are to be submitted to the Planning Department prior to permitting.

5. No more than 19 Certificate of Occupancies will be granted prior to the start of the required roadway improvements recommended in the traffic impact study and related supplemental letters.

6. Approval is for the plans as submitted.

OXFORD
PUBLIC WORKS

MEMORANDUM

To: Planning Commission
From: Reanna Mayoral, P.E., Assistant City Engineer
CC:
Date: July 10, 2017
Re: Staff Report—Oxford Commons

Public Works would like to document via this memo the current order that any trips available in Oxford Commons will be allocated. Following the May 2017 approval of the amended site plan for the TRU Hotel at Oxford Commons, there were trips equivalent to 19 single family homes available in Oxford Commons before improvements are required at State Route 7 and Sisk. This number was determined based on the recommendations provided by Neel Schaffer in the July 2016 Traffic Impact Study and supplemental letters dated September 21, 2016 and April 20, 2017.

A preliminary plat was approved for phases of several subdivisions in Oxford Commons in December 2016, including the Preserve and the Heights. That approval allowed for the clearing and construction related to construction of infrastructure once site restoration bonds were received and land disturbance permits were issued, with certain restrictions. After approval of the preliminary plat, Land Disturbance permits were issued for Phases 5 and 17 of the Heights with the understanding that the number of homes constructed following Final Plat approval would be restricted to the number of trips available. The Heights Phases 5 and 17 have a total of 23 lots combined. The Final Plat must be approved prior to constructing any homes in these areas and the number of homes occupied will be limited to the number of trips available.

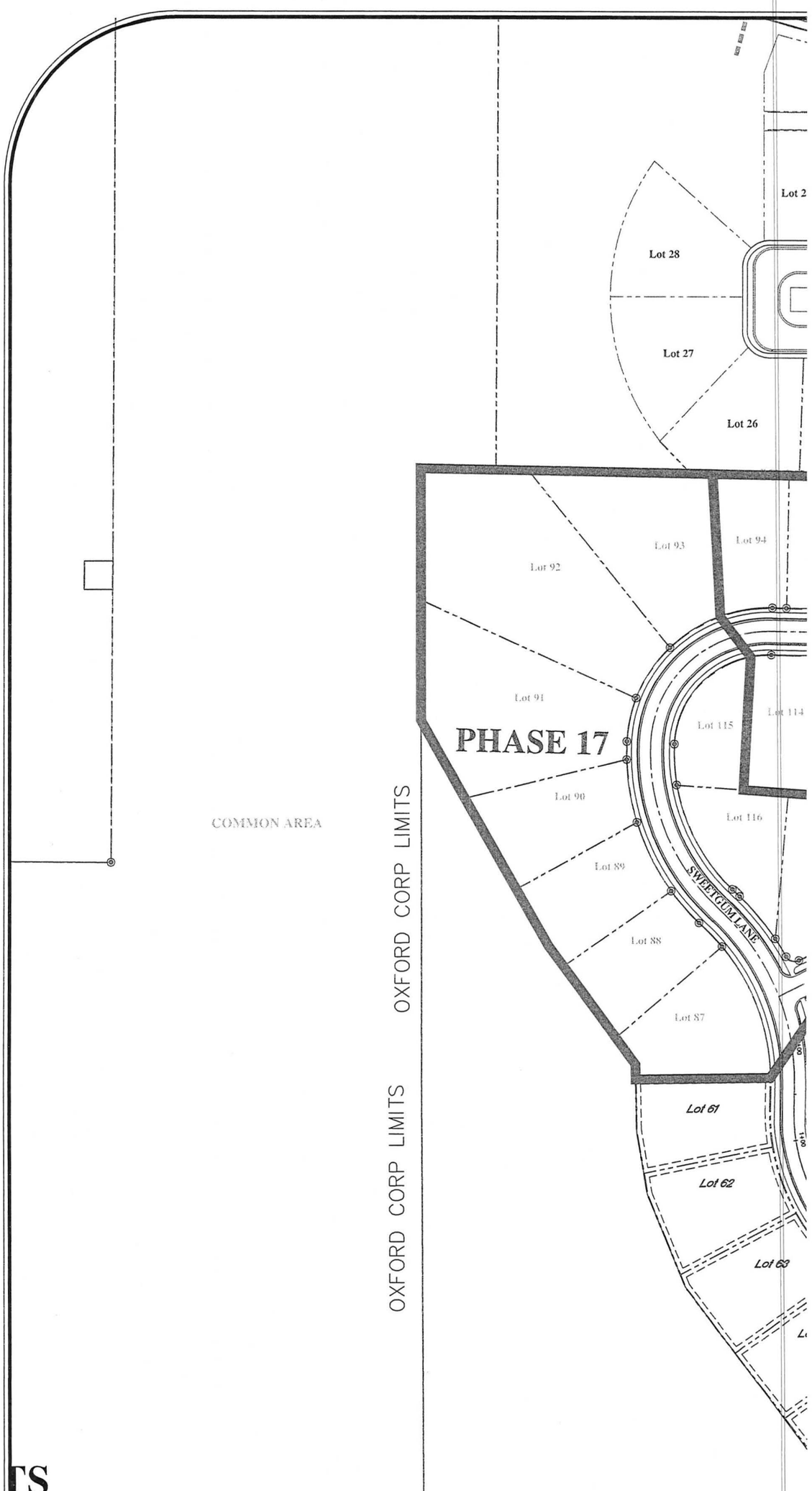
At this time, Public Works feels that the order for trip allocation of the 19 equivalent trips available following the May 2017 amendment for the TRU hotel is as follows:

1. Heights Phases 5 and 17 (23 lots total)
2. Hyatt Place (Site Plan approved 6-12-17)
3. Subsequent plans as noted below*

* Subsequent plans will be placed in the order for allocation based on when the site plan was approved for new development and when the land disturbance permit was issued for previously approved (2016) subdivisions. If multiple site plans are approved in the same meeting, the allocation will be determined based on the date that a complete submittal was made and considering the best use of the number of trips available, i.e., if there are 50 trips available and all other things are equal, the trips will be allocated to the site plan that requires 50 or less trips. Subdivision phases that received preliminary plat approval in 2016 will be allocated based on the date that they receive a land disturbance permit and within the limits of any site plan conditions, including those restricting the number of units to be constructed each year.

MINUTE BOOK No. 74, CITY OF OXFORD

SAFEGUARD - DEMENT 61-9165



SAFEGUARD - DEMENT 61-9165

DESCRIPTION OF PROPERTY

A fraction of the Southwest Quarter of Section 23, Township 8 South, Range 3 West, Lafayette County, Mississippi, And Containing 5.308 Acres. This Description Being Described In More Detail As Follows:

Beginning at a 24" oak tree at a fence intersection marking the Southwest corner of the Northwest Quarter of Section 23, Township 8 South, Range 3 West, Lafayette County, Mississippi. Said point being the POINT OF BEGINNING.

Run thence along the western boundary of said Quarter Section the following courses and distances: 1)South 00 Degrees 09 Minutes 29 Seconds East a distance of 139.10 Feet to a set 1/2" iron rod; 2) South 00 Degrees 09 Minutes 29 Seconds East a distance of 128.03 Feet to a set 1/2" iron rod; 3) South 00 Degrees 09 Minutes 29 Seconds East a distance of 316.67 Feet to a set 1/2" iron rod; Thence North 89 Degrees 50 Minutes 31 Seconds East a distance of 189.15 Feet to a set 1/2" iron rod; Thence South 36 Degrees 07 Minutes 35 Seconds East a distance of 25.95 Feet to a set 1/2" iron rod; Thence South 36 Degrees 07 Minutes 35 Seconds East a distance of 34.81 Feet to a set 1/2" iron rod; Thence South 00 Degrees 49 Minutes 49 Seconds East a distance of 15.82 Feet to a set 1/2" iron rod; Thence North 89 Degrees 10 Minutes 11 Seconds East a distance of 141.46 Feet to a set 1/2" iron rod; Thence North 33 Degrees 41 Minutes 03 Seconds East a distance of 75.71 Feet to a set 1/2" iron rod; Thence North 33 Degrees 38 Minutes 09 Seconds East a distance of 21.24 Feet to a set 1/2" iron rod; Thence North 62 Degrees 49 Minutes 56 Seconds East a distance of 34.27 Feet 1/2" iron rod; Thence along a curve turning to the right with an arc length of 12.66 Feet, a radius of 50.00 Feet, a chord bearing of North 70 Degrees 05 Minutes 08 Seconds East, and a chord length of 12.63 Feet to a set 1/2" iron rod; Thence North 12 Degrees 39 Minutes 39 Seconds West a distance of 50.00 Feet to a set 1/2" iron rod; Thence North 04 Degrees 58 Minutes 27 Seconds East a distance of 148.17 Feet to a set 1/2" iron rod; Thence North 85 Degrees 52 Minutes 38 Seconds West a distance of 80.01 Feet to a set 1/2" iron rod; Thence North 85 Degrees 57 Minutes 32 Seconds West a distance of 47.13 Feet to a set 1/2" iron rod; Thence North 03 Degrees 03 Minutes 46 Seconds East a distance of 141.42 Feet to a set 1/2" iron rod; Thence North 36 Degrees 56 Minutes 59 Seconds West a distance of 53.42 Feet to a set 1/2" iron rod; Thence North 03 Degrees 06 Minutes 22 Seconds West a distance of 150.82 Feet to a set 1/2" iron rod; Thence North 88 Degrees 58 Minutes 18 Seconds West a distance of 193.53 Feet to a set 1/2" iron rod; Thence North 88 Degrees 58 Minutes 18 Seconds West a distance of 113.23 Feet back to the point of beginning.

SURVEYOR'S CERTIFICATE

I certify that the within plat of THE HEIGHTS SUBDIVISION, PHASE 17, in Lafayette County, Mississippi, is a true and correct representation of said subdivision and that I signed and delivered it as my own act and deed.

Witness my hand and signature this the _____ day of _____, 2017.

_____
Jonathan E. Adams
MISSISSIPPI PS. #2879

ENGINEER'S CERTIFICATE

I certify that THE HEIGHTS SUBDIVISION, PHASE 17, is in conformance with

Approved and
COMMISSION, th

_____
DARRYAIL WHITT
CITY OF OXFORI

Approved and
of Aldermen,

_____
George "Pat"
MAYOR, CITY (

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BART ROBINSO
CITY ENGINEER

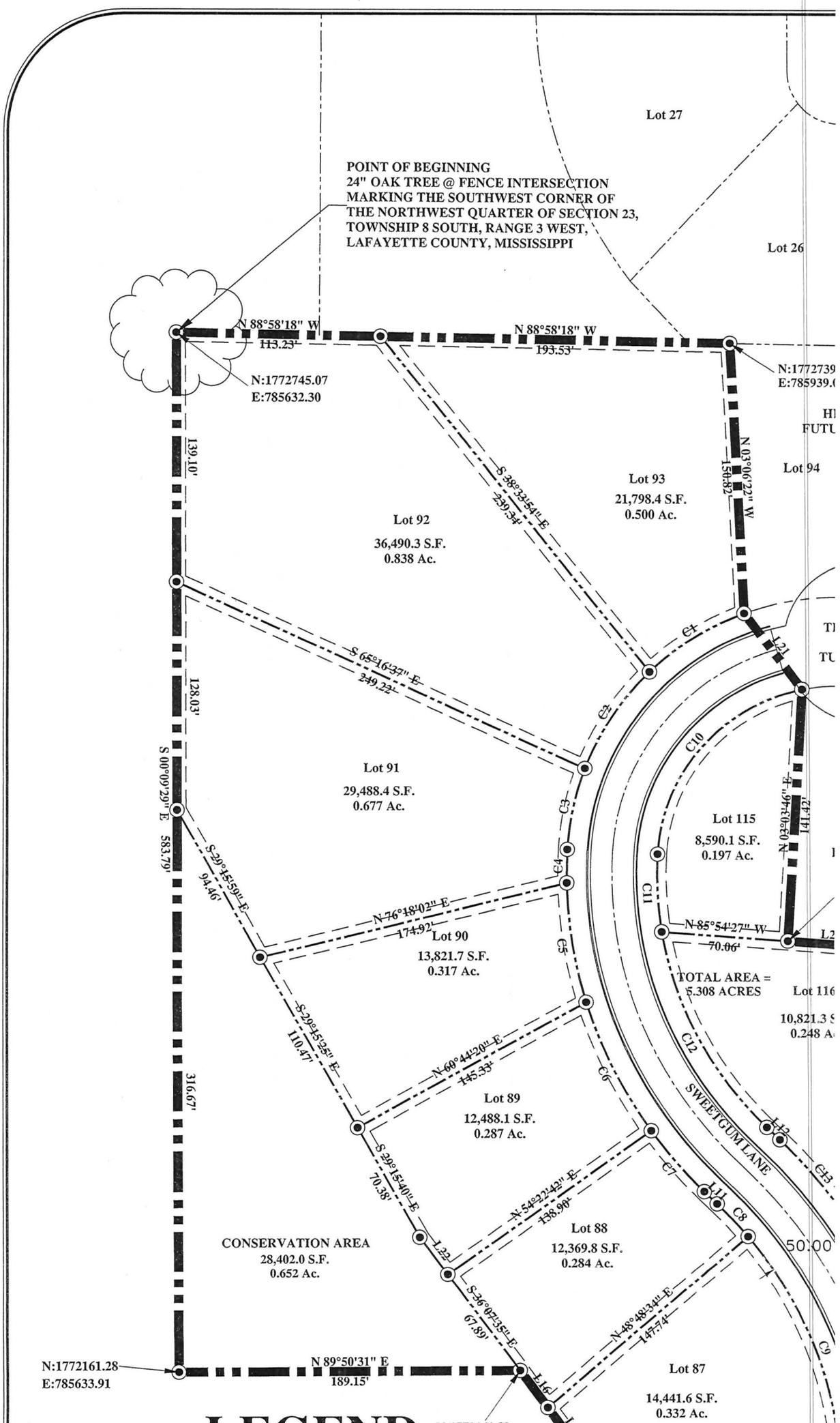
Approved
BOARD Of

_____
PRESIDEN

JEFI

MINUTE BOOK No. 74, CITY OF OXFORD

SAFEGUARD - DEMENT 61-9165



MINUTE BOOK No. 74, CITY OF OXFORD

SAFEGUARD - DEMENT 61-9165

Town of Monticello

Town of Monticello
P.O. Box 822
Monticello, MS 39654

Phone: 601-587-0045
E-mail:
deblea@bellsouth.net

CONFIDENTIAL: This transmission is intended only for the use of the individual or entity to which it is addressed an may contain information that is privileged and confidential. If the reader of this message is not the intended recipient, you are hereby notified that any disclosure, distribution, or copying of this information is strictly prohibited. If you have received this transmission in error, please notify us immediately by telephone and return the original documents to us at the address above via the United States Postal Service.

To

Oxford Police Department
ATTN: Joey East
FAX: 662.232.2314

From

Town of Monticello

Phone: 601-587-0045
E-mail: deblea@bellsouth.net
FAX: 601-587-7731

Date: 08.15.17

Urgent
For Review
Please Comment
Please Reply

Message:

RE: Kira

Regards

DEBORAH L. LEA
Director of Administration
Town of Monticello
601.587.0045

SAFEGUARD - DEMENT 61-9165

202 Jefferson Street
P.O. Box 822
Monticello, MS 39654
601-587-0045
Fax 601-587-7731
E-ail:
mayor@monticello.ms.gov

Mayor: Martha M. Watts

Board of Alderman:

Donald Walters

David Penny

Judy Grimes

Karen Jolly Hill

Renea Rayborn

Police Chief: David Stanley

Fire Chief: Lyle Berard

Public Works: Bobby Selman

Athletic Director:
Nick Daley

Director of Administration:
Deborah Lea

Court Clerk: Amy Bacon

City Attorney: John Sutton

15 August 2017

Chief Joey East
Oxford Police Department
715 Molly Bar Road
Oxford, MS 38655

Re: Belgian Malinois K9 "Kira"

Chief East,

Please accept this letter as confirmation that the Town of Monticello's Board of Aldermen, at their regular monthly meeting on 7 August 2017, voted unanimously to donate the Monticello Police Department's Belgian Malinois K9 "Kira" to the Oxford Police Department.

If any additional information, or documentation, is needed concerning this donation please do not hesitate to contact me at the number listed.

Enclosed is a Bill of Sale for zero dollars.

Sincerely,

Deborah L. Lea

DEBORAH L. LEA
Director of Administration
Town of Monticello

Encl: Bill of Sale

State of Mississippi
County of Lawrence
Town of Monticello

BILL OF SALE

I, Deborah L. Lea, Director of Administration of the Town of Monticello, in the County of Lawrence, State of Mississippi, in consideration of No dollars and no/100, ($000.00) to be paid by secure funds, the receipt of which is hereby acknowledged, do hereby grant, sell and transfer unto Oxford, Mississippi Police Department the following:

1 Police Service dog for narcotic detection with an option for tracking

And I hereby covenant with the grantee that the Town of Monticello is the lawful owner of said goods; That it is free from all encumbrances; That I have good right to sell the same as aforesaid; And that I will warrant and defend the same against the lawful claims and demands of all persons.

In witness, whereof, I, Deborah L. Lea, hereunto set my hand, this 7 day of August 2017

(seal)

/s/ Deborah L. Lea
DEBORAH L. LEA
Director of Administration

Joseph B. East
Chief of Police
jeast@oxfordpolice.net

To: Mayor and Board of Aldermen

From: Joey East, Chief

Date: August 8, 2017

Re: Amendments to the Alcohol Ordinance
Chapter 14, Article II,
Section 14-43 - Beer and Light Wine Privilege License and
Section 14-44 - Permit or License Holder Regulations.

We are requesting a modification to clarify the requirement to obtain and maintain an ABC On-premises retailer's permit is only required for a business wanting to allow the on-premises consumption of beer or light wine. This ordinance was amended in March 2017.

Modification of Sec. 14-43 (4) *On-premises retailer's permit.* Any business allowing beer or light wine to be consumed on the premises is required to have ~~Holds~~ an on-premises retailer's permit issued by the alcoholic beverage control division of the state tax commission as provided in MCA 1972, §§ 27-71-5 and 67-1-51.

Modification of Sec. 14-44 (8) *On-premises retailer's permit.* Any business allowing beer or light wine to be consumed on the premises is required to ~~Must~~ maintain their on-premises retailer's permit as issued by the alcoholic beverage control division of the state tax commission as provided in MCA 1972, §§ 27-71-5 and 67-1-51.

Oxford Police Department
715 Molly Barr Rd.
Oxford, MS 38655
Phone: (662) 232-2400
Fax: (662) 232-2314

J.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
MINUTE BOOK NO. 74 CITY OF OXFORD
SAFEGUARD - DEMENT 61-9165

July 31, 2017

Reanna Mayoral, P.E.
City of Oxford Public Works Department
107 Courthouse Square
Oxford, MS 38655

Re: Traditions – Extensions of S. 19th Street and Johnson Avenue
Recommendation of Acceptance

Ms. Mayoral:

A final inspection was held on the proposed public right-of-way of the extensions of S. 19th Street and Johnson Avenue on May 2, 2017. A punch list was generated and sent to the developer, Mr. Pat Chisholm, on that day. In response, Mr. Chisholm has had the following work completed:

1. The core holes in the asphalt have been filled.
2. Construction debris (rebar, chunks of concrete, old SS-2 ring and cover, etc.) has been removed from behind the curbs.
3. Construction debris (lumber, old PVC piping, etc.) has been removed from the ditch upstream of S. 19th Street.
4. Sidewalk joints have been caulked and sealed.
5. The lid on the first manhole coming onto the project from S. 19th Street has been cleaned of asphalt remnants so it can be removed and is no longer stuck.
6. On the west side of S. 19th Street entrance to the project, a paved ditch was extended (actually concrete over riprap) to stop erosion where the curb and gutter ends.
7. Previously installed "spill" curb and gutter on the south side of the private entrance into Traditions (both sides of S. 19th Street extended) has been removed and replaced with "catch" curb and gutter.
8. All curb inlets were cleaned out and had concrete inverts poured in them to provide positive drainage and not allow water to pond in them.
9. Previously poured sidewalk which had settled around SS-2 inlet tops were removed and repoured flush with the SS-2 inlet tops.
10. The termination point of the installed water main was marked with a blue paint mark on the face of the curb near the bridge.
11. The bridge railing and bolts were sanded and painted. Touch-up painting was done to the bridge, as well.
12. Where the asphalt had settled on both bridge ends, the asphalt was removed and a concrete bridge end pavement pad was installed.

828A HIGHWAY 178 EAST
HOLLY SPRINGS, MISSISSIPPI 38635
(662) 252-1302

511 MOSS HILL DRIVE
NEW ALBANY, MISSISSIPPI 38652
Phone: (662) 534-6205
Fax: (662) 534-6801

113 PUBLIC SQUARE
BATESVILLE, MISSISSIPPI 38606
Phone: (662) 563-1762

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13. The fence and gate have been reinstalled along the top of the concrete channel (Burney Branch).
14. The first SS-2 inlet on the east side of the road and north of the Traditions entrance was reconstructed to allow maintenance personnel to access it.

With the completion of the above items, it is my opinion that the public right-of-way items have been constructed in compliance with the plans, specifications, and to city requirements. If you have any questions, don't hesitate to call.

Yours truly,

ELLIOTT & BRITT ENGINEERING, P.A.

Kevin W. McLeod

Kevin W. McLeod, P.E.
Consulting Engineer

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INC.
SAFEGUARD - DEMENT 61-9165
Professional Engineers | Professional Land Surveyors

July 10, 2017

Mr. Bart Robinson, City Engineer
City of Oxford
107 Courthouse Square
Oxford, MS

RE: Certification to Construction of Street
Aspen Ridge; Aspen Loop Breckinridge Cove
City of Oxford

Dear Mr. Robinson,

This letter is intended to serve as certification that the above referenced project has been constructed in substantial accordance with the plans approved by the City of Oxford Planning Commission and the Board of Aldermen.

We are requesting that the city accept the roadway for ownership and maintenance at the next Board of Alderman meeting.

If you have any questions, do not hesitate to call.

Sincerely,

Jeffery W. Williams, PE/PLS
Consulting Engineer

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Ordinance 2017-

ORDINANCE AMENDING CHAPTER 98 ARTICLE IV, SECTION 98-97, SECTION 98-98, AND SECTION 98-99, EROSION CONTROL ORDINANCES OF THE CITY OF OXFORD, MISSISSIPPI

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

SECTION I. That Chapter 98, Article 4, Section 97 of the Erosion Control Ordinance, Code of Ordinances, Oxford, Mississippi, is hereby amended to read as follows:

Sec. 98-97. Inspections.

(a) The QCP shall make weekly and rain event inspections of all control measures throughout the construction process to ensure the overall effectiveness of the Storm Water Pollution Prevention Plan.

(b) City officials may also conduct erosion and sediment control inspections of the construction activity and shall determine compliance or noncompliance with the provisions of this article. City erosion and sediment control inspections in no way supersede or replace any state or federal inspection requirements. Building inspections may be refused or rescheduled if a site is found to be noncompliant.

(c) If erosion and sediment control inspections reveal deficiencies or failures of erosion control measures, the owner or their representative will be responsible for notifying the City and immediately begin correcting deficiencies in order to bring site into compliance.

SECTION II. That Chapter 98, Article 4, Section 98 of the Erosion Control Ordinance, Code of Ordinances, Oxford, Mississippi, is hereby amended to read as follows:

Sec. 98-98. Violations.

(a) It shall be unlawful to violate any provision(s) of this article.

(b) The city may issue violations for the following reasons:

(1) Violations of the terms of the permit.

(2) Site development which may adversely affect the health, welfare, or safety of persons residing or working in the neighborhood.

(3) Site development that is detrimental to the public welfare or injurious to property or improvements in the neighborhood.

(4) Violations which are detrimental to the environment, including sensitive habitats and aquatic resources.

(5) Any offsite sedimentation, including that which may occur inside inlets, storm drains, waterways or ditches, or on public or private property

(6) Any water quality impact, as defined by state and/or federal agencies.

(7) Failure to notify the City Engineer or his designated representative in Code Enforcement of deficiencies or failures of erosion control measures.

(c) Additionally, whenever the city determines that off-site sedimentation is occurring or has occurred as a result of a land disturbance activity, despite application and maintenance of protective practices, the person conducting the land disturbance activity or the person responsible for maintenance will be required to take additional protective action. Furthermore, if it is to be determined that sedimentation has occurred off site onto right-of-way, private property, waterways, manmade stormwater drainage systems, the sediment shall be removed in its entirety.

In stream and/or wetland sedimentation removal shall be determined by appropriate state and federal agencies.

SECTION III. That Chapter 98, Article 4, Section 99 of the Erosion Control Ordinance, Code of Ordinances, Oxford, Mississippi, is hereby amended to read as follows:

Sec. 98-99 Enforcement and penalties for municipal and private properties

(a) In the event any entity shall allow such sediment to be deposited upon adjacent or downstream property, such entity shall immediately remove

such sediment from said property and report violation to the City Engineer of his designated representative in Code Enforcement. Self-reported violations are considered violations. Failure to self-report along with any other violation of a provision of this ordinance will constitute separate violations. Enforcement and penalties will be imposed by the number of violations accrued. For example: Failure to self-report and Failure to contain sediment within the limits of the site will be considered two independent violations.

(b) In addition to removing all sediment from adjacent properties the following stop work orders will be issued until the corresponding conditions are met:

(1) First violation - Stop work order issued to allow for the removal of sediment and installation of additional measures to prevent sedimentation from leaving the site in future rainfall events.

(2) Second violation - Stop work order issued for a minimum of one week to allow for removal of sediment and installation of additional measures to prevent sedimentation from leaving the site in future rainfall events, and inspection by QCP and city officials.

(3) Third violation - Stop work order issued and building permit revoked until Board of Alderman approve both removal of sedimentation and preventative efforts. The minimum period for revocation of the building permit and application of the stop work order shall be thirty (30) days from the date the third stop work is issued to allow for removal of sediment, installation of additional measures to prevent sedimentation from leaving the site in future rainfall events, resubmission and approval of the Storm Water Pollution Prevention Plan, and inspection by QCP and city officials.

(c) Any entity violating any provision of this article shall be deemed guilty of a misdemeanor and fined not less than $500.00 nor more than $1,000.00 and/or six months in jail or both. Each 24 hour period after notice is given by the city official shall be considered a separate offense hereunder. Furthermore, an entity found guilty of such violation who failed to remove the sediment after notice is given, shall be required to pay to the city or private property owner restitution equaling the costs and expenses of removal. In calculating the costs and expenses incurred by the city, a reasonable rate shall be charged for use of all city equipment and

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employees, with such rate to be at least equal to the costs of contracting the removal of such sediment with a private entity.

(d) Should the city, or an agent thereof, undertake needed remedies due to contractor negligence, the city shall bill the permittee or responsible party for an amount based on actual costs of man hour labor and materials. This fee shall apply to, but not be limited to, city street, sidewalk, right-of-way and storm drain clean-up of sedimentation and/or other pollutants. The city may also withhold any forthcoming certificate of occupancies or final inspections that are relative to the clean-up charges, until the bill is paid in

SECTION IV. REPEALING CLAUSE

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

SECTION V. 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 Antonow	voted
Alderman Howell	voted
Alderman Taylor	voted
Alderman Bailey	voted
Alderman Morgan	voted

APPROVED, this day the _____ of _____, 2017.

_____

ROBYN TANNEHILL, MAYOR

_____

ASHLEY ATKINSON, CITY CLERK

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Ordinance 2017-

ORDINANCE AMENDING CHAPTER 98 ARTICLE IV, SECTION 98-93, SECTION 98-94, SECTION 98-97, SECTION 98-98, AND SECTION 98-99, EROSION CONTROL ORDINANCES OF THE CITY OF OXFORD, MISSISSIPPI

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

SECTION I. That Chapter 98, Article 4, Section 93 of the Erosion Control Ordinance, Code of Ordinances, Oxford, Mississippi, is hereby amended to add a definition as follows:

Sec. 98-93. Definition.

Construction Sign. The signage to be included on each site requiring a land disturbance permit. Signage shall include at a minimum "Construction Site – No Trespassing", the contractor's name, 24-hour emergency contact number for the contractor, the name of the QCP, and a 24-hour emergency contact number for the QCP. Signage shall be visible from the street, public right of way, or proposed public right of way. Signage shall not be larger than 3 square feet and shall be considered a temporary sign in accordance with the City of Oxford's Land Development Code.

SECTION II. That Chapter 98, Article 4, Section 94 of the Erosion Control Ordinance, Code of Ordinances, Oxford, Mississippi, is hereby amended to read as follows:

Sec. 98-94. Permits.

No person, firm or corporation shall engage in any land disturbance activity within the city permitting jurisdiction until the landowner has obtained a land disturbance permit therefore from the city. No land disturbance permit will be issued for any property on which indebtedness to the city exists due to the city's removal of sediment in accordance with Sec. 98-100 (d). Once permit is received, permittee should immediately install those control measures (BMPs) specified on the site Storm Water Pollution Prevention Plan, if any, the city BMP minimum requirements, and the Construction Sign.

If ownership of property is transferred, new owners are responsible for maintaining or updating requirements of the Erosion and Sediment Control Ordinance.

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SECTION III. That Chapter 98, Article 4, Section 97 of the Erosion Control Ordinance, Code of Ordinances, Oxford, Mississippi, is hereby amended to read as follows:

Sec. 98-97. Inspections.

(a) The QCP shall make weekly and rain event inspections of all control measures throughout the construction process to ensure the overall effectiveness of the Storm Water Pollution Prevention Plan.

(b) City officials may also conduct erosion and sediment control inspections of the construction activity and shall determine compliance or noncompliance with the provisions of this article. City erosion and sediment control inspections in no way supersede or replace any state or federal inspection requirements. Building inspections may be refused or rescheduled if a site is found to be noncompliant.

(c) If erosion and sediment control inspections reveal deficiencies or failures of erosion control measures, the owner or their representative will be responsible for notifying the City and immediately begin correcting deficiencies in order to bring site into compliance.

SECTION IV. That Chapter 98, Article 4, Section 98 of the Erosion Control Ordinance, Code of Ordinances, Oxford, Mississippi, is hereby amended to read as follows:

Sec. 98-98. Violations.

(a) It shall be unlawful to violate any provision(s) of this article.

(b) The city may issue violations for the following reasons:

(1) Violations of the terms of the permit.

(2) Site development which may adversely affect the health, welfare, or safety of persons residing or working in the neighborhood.

(3) Site development that is detrimental to the public welfare or injurious to property or improvements in the neighborhood.

(4) Violations which are detrimental to the environment, including sensitive habitats and aquatic resources.

(5) Any offsite sedimentation, including that which may occur inside inlets, storm drains, waterways or ditches, or on public or private property

(6) Any water quality impact, as defined by state and/or federal agencies.

(7) Failure to notify the City Engineer or his designated representative in Code Enforcement of deficiencies or failures of erosion control measures.

(c) Additionally, whenever the city determines that off-site sedimentation is occurring or has occurred as a result of a land disturbance activity, despite application and maintenance of protective practices, the person conducting the land disturbance activity or the person responsible for maintenance will be required to take additional protective action. Furthermore, if it is to be determined that sedimentation has occurred off site onto right-of-way, private property, waterways, manmade stormwater drainage systems, the sediment shall be removed in its entirety.

In stream and/or wetland sedimentation removal shall be determined by appropriate state and federal agencies.

SECTION V. That Chapter 98, Article 4, Section 99 of the Erosion Control Ordinance, Code of Ordinances, Oxford, Mississippi, is hereby amended to read as follows:

Sec. 98-99 Enforcement and penalties for municipal and private properties

(a) In the event any entity shall allow such sediment to be deposited upon adjacent or downstream property, such entity shall immediately remove such sediment from said property and report violation to the City Engineer of his designated representative in Code Enforcement. Self-reported violations are considered violations. Failure to self-report along with any other violation of a provision of this ordinance will constitute separate violations. Enforcement and penalties will be imposed by the number of violations accrued. For example: Failure to self-report and Failure to contain sediment within the limits of the site will be considered two independent violations.

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(b) In addition to removing all sediment from adjacent properties the following stop work orders will be issued until the corresponding conditions are met:

(1) First violation - Stop work order issued to allow for the removal of sediment and installation of additional measures to prevent sedimentation from leaving the site in future rainfall events.

(2) Second violation - Stop work order issued for a minimum of one week to allow for removal of sediment and installation of additional measures to prevent sedimentation from leaving the site in future rainfall events, and inspection by QCP and city officials.

(3) Third violation - Stop work order issued and building permit revoked until Board of Alderman approve both removal of sedimentation and preventative efforts. The minimum period for revocation of the building permit and application of the stop work order shall be thirty (30) days from the date the third stop work is issued to allow for removal of sediment, installation of additional measures to prevent sedimentation from leaving the site in future rainfall events, resubmission and approval of the Storm Water Pollution Prevention Plan, and inspection by QCP and city officials.

(c) Any entity violating any provision of this article shall be deemed guilty of a misdemeanor and fined not less than $500.00 nor more than $1,000.00 and/or six months in jail or both. Each 24 hour period after notice is given by the city official shall be considered a separate offense hereunder. Furthermore, an entity found guilty of such violation who failed to remove the sediment after notice is given, shall be required to pay to the city or private property owner restitution equaling the costs and expenses of removal. In calculating the costs and expenses incurred by the city, a reasonable rate shall be charged for use of all city equipment and employees, with such rate to be at least equal to the costs of contracting the removal of such sediment with a private entity.

(d) Should the city, or an agent thereof, undertake needed remedies due to contractor negligence, the city shall bill the permittee or responsible party for an amount based on actual costs of man hour labor and materials. This fee shall apply to, but not be limited to, city street, sidewalk, right-of-way and storm drain clean-up of sedimentation and/or other pollutants. The city may also withhold any forthcoming certificate of occupancies or final inspections that are relative to the clean-up charges, until the bill is paid in

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SECTION VI. REPEALING CLAUSE

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

SECTION VII. 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 Antonow	voted
Alderman Howell	voted
Alderman Taylor	voted
Alderman Bailey	voted
Alderman Morgan	voted

APPROVED, this day the _____ of _____, 2017.

_____

ROBYN TANNEHILL, MAYOR

_____

ASHLEY ATKINSON, CITY CLERK

MEMORANDUM OF UNDERSTANDING

SAFEGUARD - DEMENT 61-9165

This Memorandum of Understanding ("Memorandum") is entered into by the City of Oxford, Mississippi ("City") and the University of Mississippi ("UM").

WHEREAS, the City and UM wish to provide patrons with paid parking and complimentary round trip shuttle service from ~~City-owned parking lots~~ a City-owned lot and a lot secured by the City to UM's campus during the seven home football games scheduled in 2017.

WHEREAS, Cline Tours, Inc. submitted a proposal to the University in which Cline Tours, Inc. agreed to provide shuttle service from the ~~City-owned lots~~ City-owned lot and the lot secured by the City to UM's campus. The estimated cost for the shuttle service for the seven home football games scheduled in 2017 is ~~$136,000.00~~.$140,000 (this figure is from the email presented by UM, $136,000 is last year's cost.)

WHEREAS, past experience indicates that the projected costs to the City for security for the two parking lots, staffing for the two parking lots, and amenities is ~~$25,000~~ $27,000.

NOW THEREFORE, in consideration of the premises and mutual agreements hereinafter set forth, the City and UM agree to the following terms and conditions:

1. UM will provide all advertising for the shuttle pick-up and drop-off. Any paid advertising by the City must be approved by UM.

2. UM will manage the pre/post-game shuttle pick-up and line management at Gertrude Ford Blvd. with the assistance of OPD and UPD handling traffic flow. Plans for traffic control will be agreed upon by OPD, UPD and OFD; Gertrude Ford Boulevard is a City-owned street and plays a critical role in the City's emergency and disaster response plans. At no time is the City relinquishing control of Gertrude Ford Boulevard to UM.

3. The City will operate/manage the parking lots at FNC and the High School. UM will provide numbered passes for each lot (FNC 1-1,000 and High School 1-800) by Friday at noon before each home game. Passes will be distributed to vehicles parking in the lots until they are full.

4. Patrons will be charged $20 per space, $40 for vehicles larger than an SUV, and $300 for buses. The City will use all fees collected from patrons to cover costs associated with staffing the two parking lots, security for the two lots, and amenities.

5. UM will invoice the City for the cost of the Shuttles after each home game; at no time shall the City be responsible for any costs over and above the amount of revenues collected at each game less any expenses incurred by the City. Example: Should the City collect $7,000 in revenue and have $500 in expenses for the 1st game, the City will remit back to UM $6,500; regardless of what the UM invoice reflects.

6. Following each home football game, the City will provide UM with the number of patrons using the lots, return the unused parking passes, and provide the amount of fees collected from patrons. At the same time, the City will provide UM with an accounting of the ~~fees associated with the shuttle service and the~~ costs incurred by the City for providing staffing for the two parking lots, security for the two parking lots, and amenities.

7. ~~Should the fees collected by the City be less than the costs incurred by the City, UM agrees to reimburse the City for the difference between the fees collected and the costs incurred by the City~~. UM and the City agree that the costs ~~UM agrees to reimburse the City for~~ to the City shall be defined as ~~are limited to the cost of the shuttle service and the costs for~~ any costs associated with providing security for the two parking lots, staffing for the two parking lots, and amenities.

8. Prior to the first home game, Athletics will provide the City ~~at the end of the season~~ a lump sum of $25,000 for the use of the two parking lots. This payment is in no way attributable to any costs incurred by the City for security for the two parking lots, staffing for the two parking lots, and amenities.

Accepted and Agreed: August _____, 2017.

City of Oxford, Mississippi

By: _____

Title: _____

University of Mississippi

By: _____

Title: _____

MEMORANDUM OF UNDERSTANDING

SAFEGUARD - DEMENT 61-9165

This Memorandum of Understanding ("Memorandum") is entered into by the City of Oxford, Mississippi ("City") and the University of Mississippi ("UM").

WHEREAS, the City and UM wish to provide patrons with paid parking and complimentary round trip shuttle service from a City-owned lot and a lot secured by the City to UM's campus during the seven home football games scheduled in 2017.

WHEREAS, Cline Tours, Inc. submitted a proposal to the University in which Cline Tours, Inc. agreed to provide shuttle service from the City-owned lot and the lot secured by the City to UM's campus. The estimated cost for the shuttle service for the seven home football games scheduled in 2017 is $140,000.

WHEREAS, past experience indicates that the projected costs to the City for security for the two parking lots, staffing for the two parking lots, and amenities is $27,000.

NOW THEREFORE, in consideration of the premises and mutual agreements hereinafter set forth, the City and UM agree to the following terms and conditions:

1. UM will provide all advertising for the shuttle pick-up and drop-off. Any paid advertising by the City must be approved by UM.

2. UM will manage the pre/post-game shuttle pick-up and line management at Gertrude Ford Blvd. with the assistance of OPD and UPD handling traffic flow. Plans for traffic control will be agreed upon by OPD, UPD and OFD; Gertrude Ford Boulevard is a City-owned street and plays a critical role in the City's emergency and disaster response plans. At no time is the City relinquishing control of Gertrude Ford Boulevard to UM.

3. The City will operate/manage the parking lots at FNC and the High School. UM will provide numbered passes for each lot (FNC 1-1,000 and High School 1-800) by Friday at noon before each home game. Passes will be distributed to vehicles parking in the lots until they are full.

4. Patrons will be charged $20 per space, $40 for vehicles larger than an SUV, and $300 for buses. The City will use all fees collected from patrons to cover costs associated with staffing the two parking lots, security for the two lots, and amenities.

5. UM will invoice the City for the cost of the shuttles after each home game; The City will use the revenue collected from patrons to defray the costs for providing staffing and security for the two parking lots. At the end of the season, if the revenue collected by the City is less than the costs incurred by the City for providing staffing and security for the two parking lots, UM agrees to reimburse the City for the difference between the revenue collected and the costs incurred.

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6. Following each home football game, the City will provide UM with the number of patrons using the lots, return the unused parking passes, and provide the amount of fees collected from patrons. At the same time, the City will provide UM with an accounting of the costs incurred by the City for providing staffing for the two parking lots, security for the two parking lots, and amenities.

7. UM and the City agree that the costs to the City shall be defined as any costs associated with providing security for the two parking lots, staffing for the two parking lots, and amenities.

8. Prior to the first home game, Athletics will provide the City a lump sum of $25,000 for the use of the two parking lots. This payment is in no way attributable to any costs incurred by the City for security for the two parking lots, staffing for the two parking lots, and amenities.

Accepted and Agreed: August _____, 2017.

City of Oxford, Mississippi

By: _____

Title: _____

University of Mississippi

By: _____

Title: _____

Confidential Information - For Board Use Only - Do not Redistribute

RELEASE AND TERMINATION OF MEMORANDUM OF COVENANTS

This Instrument Prepared by and Return to:

Milton D. Hobbs, Jr.
(MSB# 101924)
Harris Shelton Hanover Walsh, PLLC
829 North Lamar Blvd., Suite 2
Oxford, Mississippi 38655
Phone: (662) 234-7447

SELLERS' ADDRESSES:
Lafayette County, Mississippi
Board of Supervisors
300 North Lamar Blvd
Post Office Box 1240
Oxford, Mississippi 38655
Attn: Jeff Busby, President
(662) 236.2717

City of Oxford, Mississippi
107 Courthouse Square
Oxford, Mississippi 38655
Attn: Mayor Robyn Tannehill
(662) 232.2340

BUYER'S ADDRESS:
Baptist Memorial Hospital-North Mississippi, Inc.
a Mississippi Non-Profit Corporation
350 N. Humphreys Blvd, Ste 545
Memphis, Tennessee 38120
Attn: Milton D. Hobbs, Jr., Esq.
(662) 234.7447

INDEXING INFORMATION:

A parcel situated in Section 33, Township 8 South, Range 3 West, of Lafayette, Mississippi

Instrument Number 201106224

SAFEGUARD - DEMENT 61-9165

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

RELEASE AND TERMINATION OF MEMORANDUM OF COVENANTS

THIS RELEASE AND TERMINATION OF MEMORANDUM OF COVENANTS (this "Release") is executed as of the _____ of _____, 2017, by and among **LAFAYETTE COUNTY, MISSISSIPPI**, a political subdivision of the State of Mississippi, organized and existing under the Constitution and Laws of the State of Mississippi, acting through its Board of Supervisors, the **CITY OF OXFORD, MISSISSIPPI**, a municipal corporation organized and existing under the Constitution and Laws of the State of Mississippi (County and City are hereinafter collectively referred to as "Sellers") and **BAPTIST MEMORIAL HOSPITAL-NORTH MISSISSIPPI, INC.**, a Mississippi non-profit corporation (hereinafter referred to as "Buyer").

WHEREAS, Sellers and Buyer executed that certain Memorandum of Covenants, recorded as Instrument Number 201106224, pursuant to the terms of a Purchase and Sale Agreement dated August 1, 2011; and

WHEREAS, Buyer and Sellers now mutually desire to terminate and release of record that certain Memorandum of Covenants.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the Buyer and Sellers do hereby terminate and release of record those terms, restrictions, and obligations set forth in that certain Memorandum of Covenants recorded as **Instrument Number 201106224** which is recorded in the official land records in the Office of the Chancery Clerk of Lafayette County, Mississippi. Notwithstanding the foregoing, this Release shall in no way affect or modify in any manner the terms, restrictions and obligations of Buyer to operate the replacement hospital located on Belk Boulevard in Oxford, Mississippi in full compliance with the Memorandum of Covenants filed against the title to said replacement hospital as Instrument Number 2013-10145 in the office of the Chancery Clerk of Lafayette County, Mississippi.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, Sellers and Buyer have caused this Release of Memorandum of Covenants to be duly executed on the day and year first written above.

~~SELLER:~~

LAFAYETTE COUNTY, MISSISSIPPI

By:_____
Jeff Busby, President of the Board
of Supervisors

By:_____
Sherry Wall, Clerk of the Board of
Supervisors

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2017, within my jurisdiction, the within named Jeff Busby and Sherry Wall, who acknowledged that they are, respectively, the President and the Clerk of the **Board of Supervisors of Lafayette County, Mississippi** and that for and on behalf of the County of Lafayette County, Mississippi, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said Board of Supervisors so to do.

_____
Notary Public

My commission expires:_____

SELLER:

CITY OF OXFORD, MISSISSIPPI

By:_____
Robyn Tannehill, Mayor

By:_____
Ashley Atkinson City Clerk

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2017, within my jurisdiction, the within named Robyn Tannehill and Ashley Atkinson, who acknowledged that they are, respectively, the Mayor and the Clerk of the **City of Oxford, Mississippi** and that for and on behalf of the City of Oxford, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said City of Oxford so to do.

_____
Notary Public

My commission expires:_____

BUYER:

BAPTIST MEMORIAL HOSPITAL-
NORTH MISSISSIPPI, INC.:

_____

By:_____

Title:_____

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2017, within my jurisdiction, the within named _____, who acknowledged that (he)(she) is the President (or other officer authorized to execute the instrument) of **Baptist Memorial Hospital-North Mississippi, Inc.**, a Mississippi non-profit corporation, and that for and on behalf of the said corporation, and as its act and deed (he)(she) executed the above and foregoing instrument, after having been duly authorized by said corporation so to do.

_____
Notary Public

My commission expires:_____

SAFEGUARD - DEMENT 61-9165

RELEASE ESCROW AGREEMENT

THIS RELEASE ESCROW AGREEMENT (the "Agreement") is executed this ____ day of _____, 2017 ("Effective Date"), by and among **HARRIS SHELTON HANOVER WALSH, PLLC,** a Tennessee professional limited liability company which is qualified to do business in Mississippi (the "Escrow Agent"), **BAPTIST MEMORIAL HOSPITAL-NORTH MISSISSIPPI, INC.**, a Mississippi non-profit corporation ("Baptist"), **LAFAYETTE COUNTY, MISSISSIPPI**, a political subdivision of the State of Mississippi, organized and existing under the Constitution and Laws of the State of Mississippi, acting through its Board of Supervisors (the " County"), and **CITY OF OXFORD, MISSISSIPPI**, a municipal corporation organized and existing under the Constitution and Laws of the State of Mississippi (the "City"; and collectively with the County, the "Authorities")

RECITALS

A. The Authorities and Baptist entered into that certain Memorandum of Covenants, recorded as Instrument Number 201106224 in the office of the Chancery Clerk of Lafayette County, Mississippi (the "Covenants"), which Covenants require that the real property and improvements (the "Property") currently operated as a hospital by Baptist with an address of 2301 South Lamar Boulevard in Oxford, Mississippi (the "Old Hospital") be operated and maintained as a fully functioning hospital serving the Oxford/Lafayette County area in strict accordance with the provisions thereof;

B. The University of Mississippi, an educational institution and an institution of higher learning in the State of Mississippi (the "University") and Baptist entered into that certain Hospital Purchase and Sale Agreement dated May 9, 2017 (the "Purchase Agreement"), that provides for the sale and purchase of the Old Hospital by the University and the leaseback of the Old Hospital to Baptist (the "Leaseback Period") until the new hospital located on Belk Boulevard in Oxford, Mississippi (the "Replacement Hospital") is open and operating to full capacity;

C. The Covenants provide that Baptist and the Authorities will record a termination and release of the Covenants upon completion and relocation to the Replacement Hospital and furthermore, as a condition precedent to the closing of the Purchase Agreement, Baptist must obtain the release and termination of the Covenants;

D. The Authorities and Baptist hereby agree to (i) execute a Release and Termination of the Covenants in substantial form as attached hereto as Exhibit "A" (the "Release and Termination") and (ii) escrow the Release and Termination to be held in trust until the relocation to the Replacement Hospital and the Authorities and Baptist hereby agree that such relocation shall be further and more closely defined as the date that the last admitted inpatient at the Old Hospital has been transferred to the Replacement Hospital;

E. The Escrow Agent, Baptist and the Authorities have agreed to enter into this Agreement to document the agreements and understandings of the parties regarding the escrow of the Release and Termination and the release of same recorded in the Lafayette County Chancery Court's land records upon certain conditions being satisfied.

Confidential Information - For Board Use Only - Do not Redistribute

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NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as set forth herein:

Agreement

1. Disbursement. The Authorities and Baptist have deposited or will deposit each of its respective counterpart signature pages to the Release and Termination with the Escrow Agent, such full and complete Release and Termination to be held and released as follows:

a. Procedure for filing the Release. Upon the relocation by Baptist to the Replacement Hospital with such relocation being defined as "the date that both of the following events have occurred: (i) the last admitted inpatient at the Old Hospital has been transferred to the Replacement Hospital; and (ii) a certificate is executed by Baptist in substantial form as Exhibit "B" attached hereto (the "Certificate"), stating that the last admitted inpatient at the Old Hospital has been transferred to the Replacement Hospital and the Certificate is provided to the Escrow Agent and the Authorities by Baptist.

b. Survival. Unless all parties hereto mutually agree to the termination of this Agreement prior to the delivery of the Release and Termination to the Escrow Agent as set forth in subsection (c) below, this Agreement and the covenants provided herein shall survive and the Release and Termination shall continue to be effective.

c. Termination. All of the parties hereto shall have the right to terminate this Agreement and provide for the return of the Release and Termination to the Authorities by executing a termination of this Agreement and instructions to the Escrow Agent on the release of same.

2. Terms of the Escrow Agent.

a. Receipt of Release and Termination. The Escrow Agent acknowledges receipt of the Release and Termination.

b. Genuineness of Documents. In the event of any dispute or doubt as to the genuineness of any document or signature, or uncertainty as to Escrow Agent's duties, then Escrow Agent shall have the right either to continue to hold the Release and Termination in escrow or to interplead the Release and Termination into court pursuant to relevant statute or rule of court.

c. Mistake of Fact. Escrow Agent shall not be liable for any error in judgment or for any act done or step taken or omitted in good faith, or for any mistake of fact or law, except for Escrow Agent's own negligence or willful misconduct.

d. Representation. It is acknowledged that Escrow Agent is the attorney for Baptist Memorial Hospital – North Mississippi, Inc. and that Escrow Agent shall be entitled to represent such party in any lawsuit.

e. Compensation. Escrow Agent shall serve without compensation.

f. Acceptance. The signing of this Agreement by Escrow Agent is only to evidence Escrow Agent's acceptance of the terms and conditions of this Agreement.

3. Miscellaneous.

a. Entirety. This Agreement contains the entire understanding among the parties hereto, and shall be binding upon and inure to the benefit of such parties, and subject to its terms, their respective successors, heirs, assigns, and legal representatives.

b. Choice of Law. THIS AGREEMENT IS BEING EXECUTED AND DELIVERED IN AND SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MISSISSIPPI.

c. Notices. All notices shall be in writing and delivered to the person to whom the notice is directed, either in person, by facsimile, by nationally recognized overnight courier, or by the United States Mail, as a registered or certified item, return receipt requested. Notices delivered by mail shall be effective four (4) days following deposit in a post office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper with postage affixed, addressed to the parties as follows:

If to Escrow Agent:

Harris Shelton Hanover Walsh, PLLC
Attention: Milton D. Hobbs, Jr., Esq.
829 North Lamar Boulevard, Suite 2
Oxford, Mississippi 38655

If to Baptist:

Baptist Memorial Hospital-North Mississippi, Inc.
350 N. Humphreys Blvd
Memphis, Tennessee 38120
Attn: Chief Legal Officer

With a copy to:

Harris Shelton Hanover Walsh, PLLC
Attention: Milton D. Hobbs, Jr., Esq.
829 North Lamar Boulevard, Suite 2
Oxford, Mississippi 38655

If to City:

City of Oxford, Mississippi
107 Courthouse Square
Oxford, Mississippi 38655
Attn: Mayor Robyn Tannehill

If to County:

Lafayette County, Mississippi
Board of Supervisors
300 North Lamar Blvd
Post Office Box 1240
Oxford, Mississippi 38655
Attn: Jeff Busby, President

Notice given in person, by facsimile or by overnight courier shall be effective upon receipt. Either party hereto may change the address for notice specified above by giving the other party ten (10) days advance written notice of such change of address.

d. Entirety and Amendments. This Agreement embodies the entire agreement among the parties and supersedes all prior agreements and understandings, if any, specifically relating to the subject matter hereof.

e. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts. If so executed, each of the counterparts shall be deemed to be an original for all purposes, and all the counterparts shall, collectively, constitute but one agreement. In making proof of this Agreement it shall not be necessary to produce or account for more than one counterpart.

f. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

ESCROW AGENT:

HARRIS SHELTON HANOVER WALSH, PLLC

By:_____
Name: _____
Its:_____
Date:_____

BAPTIST:

BAPTIST MEMORIAL HOSPITAL-NORTH MISSISSIPPI, INC.

By:_____
Name: _____
Its:_____
Date:_____

[Signature Page to Release Escrow Agreement]

COUNTY:

LAFAYETTE COUNTY, MISSISSIPPI:

By:_____
Jeff Busby, President of the Board of Supervisors
Date:_____

By:_____
Sherry Wall, Clerk of the Board of Supervisors
Date:_____

CITY:

CITY OF OXFORD, MISSISSIPPI:

By:_____
Robyn Tannehill, Mayor
Date:_____

By:_____
Ashley Atkinson City Clerk
Date:_____

Exhibit A

Form of the Release and Termination

Exhibit B

Form of the Certificate

SAFEGUARD - DEMENT 61-9165

BAPTIST MEMORIAL HOSPITAL – NORTH MISSISSIPPI, INC.

OFFICER'S CERTIFICATE

Baptist Memorial Hospital-North Mississippi, Inc., a Mississippi non-profit corporation (the "Corporation"), hereby certifies to the University of Mississippi, an educational institution and an institution of higher learning in the State of Mississippi, acting through the Board of Trustees of the State Institutions of Higher Learning (the "University"), Lafayette County, Mississippi, a political subdivision of the State of Mississippi, organized and existing under the Constitution and Laws of the State of Mississippi, acting through its Board of Supervisors (the "County"), the City of Oxford, Mississippi, a municipal corporation organized and existing under the Constitution and Laws of the State of Mississippi (the "City") and Harris Shelton Hanover Walsh, PLLC, a Tennessee professional limited liability company which is qualified to do business in Mississippi (the "Escrow Agent"), in connection with that certain Release Escrow Agreement by and among the Corporation, the University, the County, the City and the Escrow Agent, dated _____ ____, 2017, (the "Agreement") as follows:

1. The last admitted inpatient at the Old Hospital (as defined in the Agreement) has been transferred to the Replacement Hospital (as defined in the Agreement).

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date first set forth above.

BAPTIST MEMORIAL HOSPITAL - NORTH MISSISSIPPI, INC., a Mississippi non-profit corporation

By:_____
William C. Henning
Its: CEO
Date:_____

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2017, within my jurisdiction, the within named William C. Henning who acknowledged that he is the CEO of **Baptist Memorial Hospital-North Mississippi, Inc.**, a Mississippi non-profit corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after having been duly authorized by said corporation so to do.

_____
Notary Public

My Commission Expires: _____

WILLIAMS ENGINEERING CONSULTANTS, INC.
Professional Engineers | Professional Land Surveyors
SAFEGUARD - DEMENT 61-9165

July 10, 2017

Mr. Bart Robinson, City Engineer
City of Oxford
107 Courthouse Square
Oxford, MS

RE: Certification to Construction of Street
Aspen Ridge; Alexa Drive
City of Oxford

Dear Mr. Robinson,

This letter is intended to serve as certification that the above referenced project has been constructed in substantial accordance with the plans approved by the City of Oxford Planning Commission and the Board of Aldermen.

We are requesting that the city accept the roadway for ownership and maintenance at the next Board of Alderman meeting.

If you have any questions, do not hesitate to call.

Sincerely,

Jeffery W. Williams, PE/PLS
Consulting Engineer

JEFFERY W. WILLIAMS
REGISTERED PROFESSIONAL
ENGINEER
AND
LAND
SURVEYOR
PE-12627
PLS-2833
STATE OF MISSISSIPPI

P.O. Box 1197 • 720 N. Lamar Boulevard, Suite A • Oxford, Mississippi 38655 662.234.6175 ff 662.234.6775

MINUTES

THE CITY OF OXFORD

City of Oxford
Board of Aldermen
Recess Meeting
Thursday, August 17, 2017, 1:00 pm - 4:00 pm
Old RSVP Building next to City Hall

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 1:00pm on Thursday, August 17, 2017, in the conference room of the old RSVP building when and where the following were present:

   Robyn Tannehill, Mayor
   Rick Addy, Alderman Ward I
   Mark Huelse, Alderman Ward II
   Janice Antonow, Alderman Ward III
   Ulysses Howell, Alderman Ward IV
   Preston Taylor, Alderman Ward V
   Jason Bailey, Alderman Ward VI
   John Morgan, Alderman At Large-absent

   Ashley Atkinson- City Clerk
   Bart Robinson- Director of Public Works
   Braxton Tullos- Human Resources Director
   Cindy Semmes- Executive Assistant to the Mayor
   Mary Allyn Hedges-Director, Visit Oxford
   Kinney Ferris- Visit Oxford
   Matt Davis- Parking Enforcement
   Joey East- Chief, Oxford Police Department
   Megan Prescott- Oxford Police Department
   Amberlyn Liles- Director, Environmental Services
   Donna Fisher- Court Clerk

2. Adopt the agenda for the meeting.

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

3. Consider budget requests for fiscal year 2017-2018 from the following departments:

   The board heard requests from the following departments except Public Works and Street department, due to time constraints.

   a. Visit Oxford
   b. Parking Enforcement
   c. Oxford Police Department

      Alderman Howell left the meeting at this time; and Alderman Morgan arrived at the meeting.

   d. Recycling
   e. Environmental Services
   f. Municipal Court
   g. Public Works & Street Maintenance

4. Consider an executive session.

   There was no action taken on this item.

5. Recess to meet on August 21, 2017 at 1:00pm.

   It was moved by Alderman Taylor, seconded by Alderman Bailey to recess until Monday, August 21, 2017 at 1:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

Robyn Tannehill

Robyn Tannehill, Mayor

Ashley Atkinson, City Clerk

MINUTES

THE CITY OF OXFORD

City of Oxford
Board of Aldermen
Recess Meeting
Monday, August 21, 2017, 1:00 pm - 4:00 pm
Old RSVP Building next to City Hall

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 1:00pm on Monday, August 21, 2017, in the conference room of the old RSVP building when and where the following were present:

   Robyn Tannehill, Mayor
   Rick Addy, Alderman Ward I
   Mark Huelse, Alderman Ward II
   Janice Antonow, Alderman Ward III
   Ulysses Howell, Alderman Ward IV
   Preston Taylor, Alderman Ward V
   Jason Bailey, Alderman Ward VI
   John Morgan, Alderman At Large

   Ashley Atkinson- City Clerk
   Bart Robinson- Director of Public Works
   Braxton Tullos, Human Resources Director
   Cindy Semmes- Executive Assistant to the Mayor
   Judy Daniel-City Planner
   Ben Requet-Assistant City Planner

2. Adopt the agenda for the meeting.

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

3. Consider budget requests for fiscal year 2017-2018 from the following departments:

   The board heard budget requests from Bart Robinson for the Street Maintenance Department and Public Works.

   a. Street Maintenance Department
   b. Public Works Department

      Alderman Howell left the meeting at this time.

4. Review Land Development Code.

   Judy Daniel and Ben Requet presented proposed zoning maps as they relate to the new proposed Land Development Code.

   Alderman Bailey and Alderman Morgan left the meeting at this time.

5. Consider an executive session.

   No action was taken on this item.

6. Recess to meet on August 22, 2017 at 9:00am.

   It was moved by Alderman Huesle, seconded by Alderman Antonow to recess until Tuesday, August 22, 2017 at 9:00am. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

Robyn Tannehill, Mayor

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Ashley Atkinson, City Clerk

MINUTES

THE CITY OF OXFORD

City of Oxford
Board of Aldermen
Recess Meeting
Tuesday, August 22, 2017, 9:00 am - 12:00 pm
Old RSVP Building next to City Hall

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 9:00am on Tuesday, August 22, 2017, in the conference room of the old RSVP building when and where the following were present:

   Robyn Tannehill, Mayor
   Rick Addy, Alderman Ward I-absent
   Mark Huelse, Alderman Ward II
   Janice Antonow, Alderman Ward III
   Ulysses Howell, Alderman Ward IV-absent
   Preston Taylor, Alderman Ward V
   Jason Bailey, Alderman Ward VI
   John Morgan, Alderman At Large

   Ashley Atkinson- City Clerk
   Bart Robinson- Director of Public Works
   Braxton Tullos- Human Resources Director
   Cindy Semmes- Executive Assistant to the Mayor
   Judy Daniel-City Planner
   Ben Requet-Asst. City Planner
   Pope Mallette-Of Counsel

2. Adopt the agenda for the meeting.

   It was moved by Alderman Morgan, seconded by Alderman Antonow to adopt the agenda for the meeting with the following changes: moving item 6 to number 4, moving item 4 to number 6 and changing the item 7 to a recess. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

3. Annexation update from Slaughter & Associates.

   Mike Slaughter from Slaughter & Associates made a presentation of the proposed areas for annexation. He detailed the financial numbers as they relate to the additional land area to be taken in. Approximately 3,600 people will be taken in under the proposed study areas. If the board wishes to move forward with this plan as presented, an annexation ordinance must be adopted next. The board thanked Mr. Slaughter for all of his work on this plan and hope to have a decision soon.

4. Consider an executive session.

   It was moved by Alderman Antonow, seconded by Alderman Bailey to consider an executive session for a matter of potential litigation. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

   It was moved by Alderman Antonow, seconded by Alderman Bailey to enter an executive session to discuss a matter of potential litigation related to a zoning matter. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

   It was moved by Alderman Morgan, seconded by Alderman Antonow to return to regular session. All the aldermen present voting aye, Mayor Tannehill declared the

motion carried.

MINUTE BOOK NO. 74, CITY OF OXFORD SAFEGUARD - DEMENT 61-9165

5. Update on Land Development Code Planning.

   Judy Daniel and Ben Requet presented the proposed new zoning maps as they relate to the updated Land Development Code.

6. Budget Overview

   No action was taken on this item.

7. Recess to meet on August 28, 2017 at 1:00pm.

   It was moved by Alderman Taylor, seconded by Alderman Antonow to recess until Monday, August 28, 2017 at 1:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

Robyn Tannehill

Robyn Tannehill, Mayor

Ashley Atkinson, City Clerk

MINUTES

THE CITY OF OXFORD

City of Oxford
Board of Aldermen
Recess Meeting
Monday, August 28, 2017, 1:00 pm - 4:00 pm
Old RSVP Building next to City Hall

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 1:00pm on Monday, August 28, 2017, in the conference room of the old RSVP building when and where the following were present:

   Robyn Tannehill, Mayor
   Rick Addy, Alderman Ward I
   Mark Huelse, Alderman Ward II
   Janice Antonow, Alderman Ward III
   Ulysses Howell, Alderman Ward IV
   Preston Taylor, Alderman Ward V
   Jason Bailey, Alderman Ward VI
   John Morgan, Alderman At Large

   Ashley Atkinson- City Clerk
   Bart Robinson- Director of Public Works
   Braxton Tullos- Human Resources Director
   Cindy Semmes- Executive Assistant to the Mayor
   Judy Daniel-City Planner
   Ben Requet-Asst. City Planner
   Pope Mallette-Of Counsel

2. Adopt the agenda for the meeting.

   It was moved by Alderman Howell seconded by Alderman Addy to adopt the agenda for the meeting with the addition of item 3. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

3. Request permission for the Mayor to sign the Release of Right of First Refusal for BMH-NMS. (Pope Mallette)

   It was moved by Alderman Bailey, seconded by Alderman Morgan to authorize the Mayor to sign the Release of Right of First Refusal for BMH-NMS. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

4. Consider an executive session.

   It was moved by Alderman Antonow, seconded by Alderman Addy to consider an executive session for police security measures. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

   It was moved by Alderman Antonow, seconded by Alderman Morgan to enter an executive session to discuss police security measures related to downtown areas. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

5. Budget review

   The board review the City budget. No action was taken.

6. Update on Zoning Maps and Land Development Code

Judy Daniel made a presentation of the proposed zoning maps and changes to the Land Development Code.

SAFEGUARD - DEMENT 61-9165

7. Recess to meet on September 5, 2017 at 2:00pm.

It was moved by Alderman Addy, seconded by Alderman Antonow to recess until September 5, 2017 at 2:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

Robyn Tannehill

Robyn Tannehill, Mayor

Ashley Atkinson, City Clerk

SAFEGUARD - DEMENT 61-9165

RELEASE OF RIGHT TO PURCHASE AND RIGHT OF FIRST REFUSAL AGREEMENT

This Instrument Prepared by and Return to:

Milton D. Hobbs, Jr.
(MSB# 101924)
Harris Shelton Hanover Walsh, PLLC
829 North Lamar Blvd., Suite 2
Oxford, Mississippi 38655
Phone: (662) 234-7447

SELLERS' ADDRESSES:
Lafayette County, Mississippi
Board of Supervisors
300 North Lamar Blvd
Post Office Box 1240
Oxford, Mississippi 38655
Attn: Jeff Busby, President
(662) 236.2717

City of Oxford, Mississippi
107 Courthouse Square
Oxford, Mississippi 38655
Attn: Mayor Robyn Tannehill
(662) 232.2340

BUYER'S ADDRESS:
Baptist Memorial Hospital-North Mississippi, Inc.
a Mississippi Non-Profit Corporation
350 N. Humphreys Blvd, Ste 545
Memphis, Tennessee 38120
Attn: Milton D. Hobbs, Jr., Esq.
(662) 234.7447

INDEXING INFORMATION:

A parcel situated in Section 33, Township 8 South, Range 3 West, of Lafayette, Mississippi

Instrument Number 201106226

SAFEGUARD - DEMENT 61-9165

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

RELEASE OF RIGHT TO PURCHASE AND RIGHT OF FIRST REFUSAL AGREEMENT

THIS RELEASE OF RIGHT TO PURCHASE AND RIGHT OF FIRST REFUSAL AGREEMENT is executed as of the _____ of _____, 2017, by and among **LAFAYETTE COUNTY, MISSISSIPPI**, a political subdivision of the State of Mississippi, organized and existing under the Constitution and Laws of the State of Mississippi, acting through its Board of Supervisors, the **CITY OF OXFORD, MISSISSIPPI**, a municipal corporation organized and existing under the Constitution and Laws of the State of Mississippi (County and City are hereinafter collectively referred to as "Sellers") and **BAPTIST MEMORIAL HOSPITAL-NORTH MISSISSIPPI, INC.**, a Mississippi non-profit corporation (hereinafter referred to as "Buyer").

WHEREAS, Sellers and Buyer executed that certain Right to Purchase and Right of First Refusal Agreement, recorded as Instrument Number 201106226, pursuant to the terms of a Purchase and Sale Agreement dated August 1, 2011; and

WHEREAS, Buyer and Sellers now mutually desire to terminate and release from operation that certain Right to Purchase and Right of First Refusal Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the Buyer and Sellers do hereby terminate and release from operation those terms, restrictions, and obligations set forth in that certain Right to Purchase and Right of First Refusal Agreement recorded as **Instrument Number 201106226** which is recorded in the official land records in the Office of the Chancery Clerk of Lafayette County, Mississippi.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, Sellers and Buyer have caused this Release of Right to Purchase and Right of First Refusal Agreement to be duly executed on the day and year first written above.

[SIGNATURES PAGES TO FOLLOW.]

SAFEGUARD - DEMENT 61-9165

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intentionally

SELLER:

LAFAYETTE COUNTY, MISSISSIPPI

By:_____
Jeff Busby, President of the Board of Supervisors

By:_____
Sherry Wall, Clerk of the Board of Supervisors

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2017, within my jurisdiction, the within named Jeff Busby and Sherry Wall, who acknowledged that they are, respectively, the President and the Clerk of the **Board of Supervisors of Lafayette County, Mississippi** and that for and on behalf of the County of Lafayette County, Mississippi, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said Board of Supervisors so to do.

_____
Notary Public

My commission expires:_____

SELLER:

CITY OF OXFORD, MISSISSIPPI

By:_____
Robyn Tannehill, Mayor

By:_____
Ashley Atkinson City Clerk

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2017, within my jurisdiction, the within named Robyn Tannehill and Ashley Atkinson, who acknowledged that they are, respectively, the Mayor and the Clerk of the **City of Oxford, Mississippi** and that for and on behalf of the City of Oxford, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said City of Oxford so to do.

_____
Notary Public

My commission expires:_____

BUYER:

BAPTIST MEMORIAL HOSPITAL-
NORTH MISSISSIPPI, INC.:

_____

By:_____

Title:_____

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2017, within my jurisdiction, the within named _____, who acknowledged that (he)(she) is the President (or other officer authorized to execute the instrument) of **Baptist Memorial Hospital-North Mississippi, Inc.**, a Mississippi non-profit corporation, and that for and on behalf of the said corporation, and as its act and deed (he)(she) executed the above and foregoing instrument, after having been duly authorized by said corporation so to do.

_____
Notary Public

My commission expires:_____

SAFEGUARD - DEMENT 61-9165

MINUTES

THE CITY OF OXFORD

City of Oxford
Board of Aldermen
Recess Meeting
Tuesday, September 5, 2017, 2:00 pm - 4:00 pm
Old RSVP Building next to City Hall

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 1:00pm on Tuesday, September 5, 2017, in the conference room of the old RSVP building when and where the following were present:

   Robyn Tannehill, Mayor
   Rick Addy, Alderman Ward I-absent
   Mark Huelse, Alderman Ward II
   Janice Antonow, Alderman Ward III
   Ulysses Howell, Alderman Ward IV
   Preston Taylor, Alderman Ward V-absent
   Jason Bailey, Alderman Ward VI
   John Morgan, Alderman At Large

   Ashley Atkinson- City Clerk
   Bart Robinson- Director of Public Works
   Braxton Tullos- Human Resources Director
   Cindy Semmes- Executive Assistant to the Mayor
   Judy Daniel-City Planner
   Ben Requet-Asst. City Planner
   Pope Mallette-Of Counsel

2. Adopt the agenda for the meeting.

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

3. Update on the proposed zoning maps and the Land Development Code. (Judy Daniel)

   Judy Daniel and Ben Requet presented comments from the community regarding the proposed zoning maps and the proposed Land Development Code.

4. Consider an executive session.

   There was no action on this item.

5. Adjourn.

   It was moved by Alderman Antonow, seconded by Alderman Morgan to adjourn Sine-Die. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

Robyn Tannehill

Robyn Tannehill, Mayor

Ashley Atkinson, City Clerk

MINUTES

THE CITY OF OXFORD

City of Oxford
Board of Aldermen
Regular Meeting
Tuesday, September 5, 2017, 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 5, 2017, 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
   Janice Antonow, Alderman Ward III
   Ulysses Howell, Alderman Ward IV
   Preston Taylor, Alderman Ward V
   Jason Bailey, Alderman Ward VI
   John Morgan, Alderman At Large

   Mayo Mallette, PLLC-Of Counsel
   Ashley Atkinson, City Clerk
   Bart Robinson, Director of Public Works
   Reanna Mayoral, Assistant Director of Public Works
   Judy Daniel, City Planner
   Ben Requet, Senior Planner
   Joey East, Chief of Police
   Matt Davis, Director of Parking Enforcement
   Braxton Tullos, Human Resources Director
   Mark Heath, Fire Chief
   Joey Gardner, Deputy Fire Chief-absent
   Seth Gaines, Director of Oxford Park Commission
   Randy Barber, Director of Building Department
   Rob Neely, Superintendent of Oxford Electric Department
   Bo Ragon, Superintendent of City Shop-absent
   Jimmy Allgood, Director of Emergency Management
   Amberlyn Liles, Environmental Services Director
   Gray Parker, Planning Department
   Greg Pinion-Director, Buildings & Grounds
   Donna Fisher-Municipal Court Clerk-absent
   Cindy Semmes-Executive Assistant to the Mayor
   Rusty Rasberry-Code Enforcement Officer

2. Adopt the agenda for the meeting.

   It was moved by Alderman Howell, seconded by Alderman Taylor to adopt the agenda for the meeting with the following changes: the addition of item 6m. Request approval to hire a part-time officer manager at FNC Park and to change item 25 to a final plat instead of a preliminary plat. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

3. Mayor's Report

4. Authorize the approval of the minutes of the recess meeting on August 14, 2017, the recess meeting on August 15, 2017, the regular meeting on August 15, 2017, the recess meeting on August 17, 2017, the recess meeting on August 21, 2017, the recess meeting on August 22, 2017 and the recess meeting on August 28, 2017.

MINUTE BOOK No. 74, CITY OF OXFORD, SAFEGUARD - DEMENT 61-9165

It was moved by Alderman Antonow, seconded by Alderman Bailey to approve the minutes of the recess meeting on August 14, 2017, the recess meeting on August 15, 2017, the regular meeting on August 15, 2017, the recess meeting on August 17, 2017, the recess meeting on August 21, 2017, the recess meeting on August 22, 2017 and the recess meeting on August 28, 2017. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

5. Authorize the approval of accounts for all city departments.

   It was moved by Alderman Morgan, seconded by Alderman Bailey to approve the accounts for the City of Oxford including a docket totaling $1,424,799.41 and showing the following claims: General Fund claims 98772-98928, Metro Narcotics claims 7039-7044, Water & Sewer claims 28226-28269, and Trust & Agency claims 26406-26495. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6. Consider the consent agenda:

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

   a. Request permission for Michelle Robinson to attend the Keep MS/AL Beautiful Conference in Starkville, MS on September 28-29, 2017 at an estimated cost of $191.00 (a portion is reimbursed by Keep MS Beautiful). (Amberlyn Liles)

   b. Request permission for eight employees to attend Sweeper Training/Service School in Waco, TX on October 9-12, 2017 at an estimated cost of $1,472.00. (Amberlyn Liles)

   c. Request approval to promote Brandon Russell from part-time to full-time in the Parking Enforcement Department with an annual salary of $25,309.07 (G5-7). (Braxton Tullos)

   d. Request permission to advertise for a Part-Time Parking Officer in the Parking Enforcement Department. (Braxton Tullos)

   e. Request permission to employ Alexander Curry and Mack Bishop as seasonal laborers in the Buildings & Grounds Department with an hourly rate of $9.00. (Braxton Tullos)

   f. Request approval to promote Jeffery Sykes from part-time to full-time in the Environmental Services Department with an annual salary of $27,029.11 (G6-6). (Braxton Tullos)

   g. Request permission to employ Lee Dumas, Randy McKnight, Michael Jones, and Bradrick Wesson as seasonal laborers in the Environmental Services Department with an hourly rate of $9.00. (Braxton Tullos)

   h. Request permission to advertise, open to the public, the CPAT testing and applicant pool for the Oxford Fire Department. (Braxton Tullos)

   i. Request approval of the following taxi drivers for the noted companies: Nakia Carrothers and Marzellous Pettis-Daniels Taxi, William Bexley-Oxford Taxi, Vanessa Cory-Angel Taxi, and Stephen Dew and Paul Kemetz, Flying Tuk. (Joey East)

   j. Request permission for Larry T. Mason and Anna Abel to intern with the Oxford Police Department for the Fall 2017 semester. (Joey East)

   k. Request approval of Jimmy Wright as the owner of Wright's Taxi. (Joey East)

   l. Request permission for Jessi Tolleson and Lesia Chandler to attend Clerk's Certification in Oxford on October 11-13, 2017 at a cost of $400.00. (Ashley Atkinson)

   m. Request permission to hire Courtney Yoste as a Part-Time Office Manager at FNC Park with an hourly rate of $13.25. (Braxton Tullos)

7. Recognize a City Employee for outstanding service.

   The Mayor and Board recognized Officer Blake Horton, of the Oxford Police Department, for his positive work in the community. Officer Horton organized the Bikes for Badges mountain bike race that raised money for two different charities.

8. Consider an appeal from the U Club Townhomes Oxford regarding the denial of an event permit. (Joey East)

   This item died for lack of a motion. The denial of the permit by OPD stands.

9. Oxford School District to request acceptance of their FY 2017-2018 budget. (Brian Harvey)

   It was moved by Alderman Morgan, seconded by Alderman Bailey to accept the 2017-2018 Budget for the Oxford School District. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

10. Discuss recommendation regarding use of Boles Wiley Alley for parking garage ingress/egress from the Downtown Parking Advisory Commission. (Tom Sharpe/Casey Rogers)

    Tom Sharpe addressed the board regarding a recommendation from the Downtown Parking Advisory Committee concerning vehicular traffic on Boles Wiley Alley. The Committee would like to see the alley used as a point of ingress/egress for the proposed parking garage with a gate located at the end of the alley allowing access to the garage. A decision about this recommendation will be made after the parking garage has been completed.

11. Discuss recommendation regarding public bathrooms in the parking garage from the Downtown Parking Advisory Commission. (Tom Sharpe/Casey Rogers)

    Tom Sharpe addressed the board regarding the placement of public restrooms in the proposed parking garage. It had been the opinion of the board that public restrooms be included in the design and construction of the garage. Casey Rogers presented a drawing showing two different possible locations for the restrooms. The board acknowledged that the best placement for the restrooms was notated by the light blue area on the drawing and advised the architect to proceed with a design that included the restrooms in that area.

12. Presentation of the annual report from the Pathways Commission. (Kate Kellum/Don Feitel)

    Don Feitel presented the annual report from the Pathways Commission. The Board thanked Mr. Feitel for his service to the community.

13. Announce a vacancy on the Pathways Commission.

    Mayor Tannehill announced a vacancy on the Pathways Commission. Any interested citizens may submit a letter of interest and a brief resume' to the Mayor's office.

14. Adopt a proclamation for Attendance Awareness Month.

    It was moved by Alderman Antonow, seconded by Alderman Taylor to adopt a proclamation for Attendance Awareness Month. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

15. Public hearing for the 2017-2018 budget for the City.

    This was the public hearing for the 2017-2018 Municipal Budget. There were no comments from the public. The budget will be adopted on September 14th.

16. First reading of a proposed ordinance regarding a curfew for juveniles. (Joey East)

    This was the first reading of a proposed ordinance enacting a curfew for juveniles. A second reading and public hearing will follow at a later date.

17. First reading of an ordinance amending Chapter 102, Article XX, Code of Ordinances-Parades, Public Assemblies and Special Events. (Joey East/Pope Mallette)

    This was the first reading of an ordinance amending the Parade/Assembly Ordinance. The second reading and public hearing will be at the next meeting.

Discuss Downtown Safety Measures. (Joey East)

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Chief Joey East addressed the board regarding safety issues in and around the downtown area. He presented several suggestions to improve the safety of the patrons of the downtown businesses and also protect officers in those areas during and after events.

19. Request permission to accept a grant from LOFT in the amount of $250.00. (Joey East)

    It was moved by Alderman Bailey, seconded by Alderman Antonow to accept a grant from LOFT in the amount of $250.00. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

20. Request approval for three officers to attend the Police Service Dog Course in Little Rock, AR on September 18-29, 2017 at an estimated cost of $6,020.00. (Joey East)

    It was moved by Alderman Morgan, seconded by Alderman Bailey to approve the travel of three officers for the Police Service Dog Course in Little Rock, AR on September 18-29, 2017 at an estimated cost of $6,020.00. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

21. First reading of an ordinance amending Chapter 94, Section 58; Sanitation Rates & Fees. (Amberlyn Liles)

    This was the first reading of a proposed ordinance amending Sanitation rates. A second reading and public hearing will be held at the next meeting.

22. Request permission to declare equipment surplus in the Environmental Services Department. (Amberlyn Liles)

    It was moved by Alderman Morgan, seconded by Alderman Bailey to declare the following equipment surplus: a 2002 Chevrolet truck with VIN 1GCGC24U72Z2227389 and a 2004 International/Tymco Sweeper with VIN 1HTMPAFN65H691679. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

23. Announce a TVA 1.5% Retail Rate Increase. (Rob Neely)

    Rob Neely announced a 1.5% Retail Rate increase that TVA is passing through to their customers.

24. Request permission to accept the bid received for a digger-derrick truck for the Oxford Electric Department. (Rob Neely)

    It was moved by Alderman Bailey, seconded by Alderman Antonow to accept the bid from ALTEC for $189,819.00 for a new digger-derrick truck. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

25. Consider a request for approval of a Final Plat for Case #2217, Oxford-Lamar Holdings, LLC for South Lamar Court, Phase II, for property located at 2302 South Lamar Boulevard, being further described as PPINs 8812, 8813, 8814, 8815, 8816, 8817, 8818, 8819, 8820 and 8821. (Ben Requet)

    It was moved by Alderman Bailey, seconded by Alderman Antonow to approve a Final Plat for Case #2217, Oxford-Lamar Holdings, LLC for South Lamar Court, Phase II, for property located at 2302 South Lamar Boulevard, being further described as PPINs 8812, 8813, 8814, 8814, 8815, 8816, 8817, 8818, 8819, 8820, and 8821 contingent on the receipt of infrastructure bonds for the project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

26. First reading for Case #2215, a request to rezone +/- 30.73 acres from (CE) Country Estate to (TND) Traditional Neighborhood District, for Taylor Ridge Partners, LLC, for property located at 110 CR 303 (Old Taylor Road), being further described as PPINs 14967, 34530, and 34889. (Judy Daniel)

    This was the first reading for a rezoning request. A second reading and public hearing will be held at the next meeting.

27. Request permission to accept and award the contract for Wastewater Treatment Plant Clarifier Walkways project. (Bart Robinson)

Alderman Bailey left the meeting at this time.

It was moved by Alderman Morgan, seconded by Alderman Huesle to accept and award the contract for the Wastewater Treatment Plant Clarifier Walkways Project to Hemphill Construction in the amount of $196,780.00. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

28. Consider a request from BMH-NMS for delayed dedication of Belk Boulevard as constructed in conjunction with the new hospital. (Bart Robinson)

    It was moved by Alderman Antonow, seconded by Alderman Taylor to grant the request from BMH-NMS to delay the dedication of Belk Boulevard as constructed in conjunction with the new hospital. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

29. Authorize the Mayor to sign a Sewer Discharge Agreement with SMW. (Bart Robinson)

    It was moved by Alderman Howell, seconded by Alderman Morgan to authorize the Mayor to sign a Sewer Discharge Agreement with SMW. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

30. Authorize the Mayor to sign a development agreement for the Old Oaks Development. (Bart Robinson)

    It was moved by Alderman Taylor, seconded by Alderman Huesle to authorize the Mayor to sign a development agreement for the Old Oaks Development, contingent on counsel's approval. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

31. Authorize the City Attorney to file a petition for expansion of the sewer service certificated area with expenses to be reimbursed by the developer for Old Oaks Development. (Bart Robinson)

    It was moved by Alderman Morgan, seconded by Alderman Antonow to authorize the City Attorney to file a petition for expansion of the sewer service certification area with expenses to be reimbursed by the developer for Old Oaks Development. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

32. Consider an executive session.

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

    It was moved by Alderman Howell, seconded by Alderman Taylor to enter an executive session for personnel matters in the Oxford Police Department and the Environmental Services Department, and two matters of potential litigation related to trademark infringement and a contract. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

    It was moved by Alderman Antonow, seconded by Alderman Taylor to authorize counsel to seek an official Attorney General's opinion regarding a municipality's ability to contract with a lobbyist. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

    It was moved by Alderman Antonow, seconded by Alderman Huesle to follow the recommendation of the HR Director and terminate the employment of Anthony Brooks in the Environmental Services Department for violation of City Policy. All the Aldermen present voting aye, Mayor Tannehill declared the motion carried.

    It was moved by Alderman Antonow, seconded by Alderman Howell to follow the recommendation of the HR Director and suspend Diarra Giddens in the Oxford Police

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

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It was moved by Alderman Huesle, seconded by Alderman Taylor to eliminate the position of Administrative Assistant in the Environmental Services, thereby ending the employment of Vicki Robison. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

33. Recess to meet on September 14, 2017 at 9:00am.

It was moved by Alderman Howell, seconded by Alderman Antonow to recess until September 14, 2017 at 9:00am. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

Robyn Tannehill, Mayor

Ashley Atkinson, City Clerk

SAFEGUARD - DEMENT 61-9165

THE CITY OF
OXFORD

Event Permit Application

This is the application to lease property for a gathering of forty (40) or more people at which beer, light wine, or other alcoholic beverages will be consumed, "An Event". Application must be submitted at least five (5) working days prior to the event, NO EXCEPTIONS! Payment is due at the time the application is submitted. Turn all requests in to the City Clerk's office in City Hall.

I. Property Owner Information:

Name: Ceescree Oxford LP c/o Chris Horze

Phone Number: 713.227.5300 E-mail Address: Chris.Horze@me.com

Address: 5599 SAN FELIPE, SUITE 110

HOUSTON | TX | 77056

(City) (State) (Zip Code)

Have you ever applied for an "Event Permit" before?

☐ Yes, permit granted.

☐ Yes, permit denied.

☑ No, this is my first application.

II. Address of Property to be Leased:

1103 Jackson Avenue West, Oxford MS.

III. Lessee Information:

Name: U Club Townhomes Oxford (contact - Rachel Cox

Phone Number: 5127321000 E-mail Address: rcox@americancampus.com

Address: 1103 W Jackson Ave

Oxford | MS | 38655

(City) (State) (Zip Code)

Have you ever applied for an "Event Permit" before?

☐ Yes, permit granted.

☐ Yes, permit denied.

☒ No, this is my first application.

107 Courthouse Square
Oxford, MS 38655

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

Confidential Information - For Board Use Only - Do not Redistribute

SAFEGUARD - DEMENT 61-9165

IV. Event Information:

Date: 10/10/17 Start Time: 8am End Time: 8pm

Type of Event: Leasing kick off

Type of Entertainment: Live Music & DJ

Number of Expected Guests: through entire day 500 (come & go)

The Event will be: Indoors _____ Outdoors _____ Both X

Will Private Security be Provided at the Event?: Yes _____ No X

If yes, Contact Name: _____ Phone: _____

V. Application Fee:

The application fee is $75.00, and it must be paid at the time the application is submitted. If the application is denied, the application fee will be returned.

Fee Paid By:

Cash _____ Check X Money Order _____ Credit Card _____

Date Paid: _____ Receipt #: _____

VI. Signatures:

Both the property owner and the lessee must sign this application. The City of Oxford may hold either the property owner and/or the lessee liable for the violation of the "Event Permit Ordinance" or for the violation of any ordinance or state law governing establishments operating under an on-premise retailers' permit issued by the Alcoholic Beverage Control Division of the Mississippi Department of Revenue. A copy of the "Event Permit Ordinance" will be provided to you upon request.

By signing, you agree that the information above is true and correct to the best of your knowledge. You also agree to abide by the "Event Permit Ordinance" and all other applicable ordinances.

[signature] August 2, 2017

Property Owner Signature Date

Rachel Cox 8-04-17

Lessee Signature Date

_____

Approved By: Chief of Police, Oxford Police Department Date

ADOPTED

OXFORD SCHOOL DISTRICT

BUDGET

2017-2018

STATE AND LOCAL OPERATING REVENUE

Revenue	Adopted Budget 2016-2017	% Of Revenue	Adopted Budget 2017-2018	% Of Revenue
MAEP	$ 17,392,222.00	43.46%	$ 17,790,010.00	40.82%
AD VALOREM	$ 21,391,774.00	53.45%	$24,624,062.00	56.50%
CHICKASAW FUNDS	$ 658,023.00	1.64%	$ 634,904.00	1.46%
INTEREST ON INVESTMENT	$ 6,218.00	0.02%	$ 6,000.00	0.01%
MASTER TEACHER REVENUE	$ 294,000.00	0.73%	$ 294,000.00	0.67%
JROTC	$ 59,921.64	0.15%	$ 35,000.00	0.08%
OTHER LOCAL SOURCES	$ 40,000.00	0.10%	$ 60,000.00	0.14%
ATHLETIC-ADMISSIONS	$ 30,425.00	0.08%	$ 30,000.00	0.07%
TUITION	$ 35,600.00	0.09%	$ 30,000.00	0.07%
E-RATE	$ 81,250.00	0.20%	$ 50,000.00	0.11%
DRIVER EDUCATION	$ 32,250.00	0.08%	$ 32,000.00	0.07%
Total	**$ 40,021,683.64**	**100.00%**	**$ 43,585,976.00**	**100.00%**

 ADOPTED SAFEGUARD - DEMENT 61-9165

OXFORD SCHOOL DISTRICT
EXPENDITURES BUDGET 2017-2018

Expenditures	2016-2017	2017-2018	% of Budget
Salaries/ Fringe Benefits	$ 31,851,913.10	$ 32,817,465.00	75.29%
General Supplies/ Software	$ 1,149,830.00	$ 1,150,000.00	2.64%
Equipment	$ 1,508,543.49	$ 1,600,000.00	3.67%
Liability Insurance	$ 300,708.00	$ 320,000.00	0.73%
Improvement/ Summer Projects	$ 398,634.00	$ 200,000.00	0.46%
Staff Development	$ 29,900.00	$ 70,000.00	0.16%
Textbooks	$ 310,000.00	$ 320,000.00	0.73%
Travel	$ 151,085.00	$ 180,000.00	0.41%
Bus Fuel	$ 416,397.00	$ 425,000.00	0.98%
Books & Periodicals	$ 75,000.00	$ 75,000.00	0.17%
Repairs/ Equipment	$ 170,744.00	$ 150,000.00	0.34%
Printing & Binding	$ 28,365.00	$ 26,750.00	0.06%
Auditors	$ 23,000.00	$ 22,700.00	0.05%
Evaluation Testing	$ 22,900.00	$ 24,000.00	0.06%
Dues & Fees	$ 39,168.00	$ 30,000.00	0.07%
Athletic Officials	$ 17,500.00	$ 20,000.00	0.05%
Postage	$ 14,000.00	$ 14,000.00	0.03%
Advertising/ Recruiting/ Promotion	$ 11,000.00	$ 15,000.00	0.03%
Drug Testing	$ 20,000.00	$ 20,000.00	0.05%
Laptop Insurance	$ 148,000.00	$ 76,000.00	0.17%
Lease Agreeement			0.00%
US Bank	$ 672,090.96	$ 672,091.00	1.54%
Suntrust Bank	$ 208,652.00	$ 208,652.00	0.48%
Apple, Inc (Lease)	$ 1,017,283.09	$ 790,000.00	1.81%
Electricity	$ 900,500.00	$ 925,000.00	2.12%
Natural Gas	$ 188,191.00	$ 190,000.00	0.44%
Telephone	$ 171,200.00	$ 160,000.00	0.37%
Water & Sewer	$ 125,000.00	$ 130,000.00	0.30%
Sanitation	$ 52,079.00	$ 52,079.00	0.12%
Replenish Fund Balance & Admin Bldg		$ 2,902,239.00	6.66%
	$ 40,021,683.64	$ 43,585,976.00	100.00%

Confidential Information - For Board Use Only - Do not Redistribute

ADOPTED

OXFORD SCHOOL DISTRICT

2017-2018 BUDGET ADDITIONS

QUADRANT I - REQUIREMENTS		
DISTRICT	Replenishment of Fund Balance & Administrative Building	$2,902,239
DISTRICT	2 Bus increase in Bus Replacement (over 2016-17)	$180,000
	TOTAL	$3,082,239
QUADRANT II - MANDATES		
BES	Kindergarten Teacher	$47,500
BES	Kindergarten Teacher Assistant	$23,500
OIS	Elementary SPED Teacher	$58,000
DISTRICT	Transition Coordinator (SPED)	$60,000
DISTRICT	Cost Difference for Asst SPED Director/RTI Coordinator	$79,000
DISTRICT	Position increase for Asst Director Child Nutrition	$20,000
DISTRICT	Employee Pay Raise (Step) and Benefits	$525,052
	TOTAL	$765,552
QUADRANT III - INITIATIVES		
DISTRICT	Early Childhood Reading Director	$110,000
DISTRICT	Instructor Coach/Avid Director	$90,000
	TOTAL	$200,000
QUADRANT IV - ENHANCEMENTS		
DISTRICT	Middle School Dance Coach (Stipend and Supplies)	$5,000
	TOTAL	$5,000
	TOTAL ALL QUADRANTS	$4,052,791

PRIORITIZED POSITIONS CONSIDERED

Prioritized Positions (* included in draft budget)		
DISTRICT	Title I Academic Coaches (2) *	$127,000
BES	Title I Intervention Technology (Funds Cut)	$55,000
DDES	Title I Tier II Reading Specialist (Funds Cut)	$65,000
OES	Title I EL Intervention (Funds Cut)	$50,000
DISTRICT	Title II Instructional Technology Coordinator and Coaches (3) *	$220,000
OHS	College and Career Counselor	$58,000
DISTRICT	Mechanic	$35,000
DISTRICT	Psychologist	$58,000
BES	Records Clerk	$25,000
DISTRICT	System Administrator (Technology)	$70,000
	TOTAL	$763,000

180

School District: Oxford | District No: 3620

MINUTE BOOK No. 74, CITY OF OXFORD

2017 - 2018 AD VALOREM TAX REQUEST WORKSHEET

SAFEGUARD - DEMENT 61-9165

BASE CALCULATION: *Note: The district is allowed to choose any of the three previously completed fiscal years in determining the base. A fiscal year is defined as beginning October 1 and ending September 30, per Section 37-57-107, Mississippi Code Annotated (1972).*			
	Ad Valorem Taxes Collected: October 1, 2016 through May 31, 2017.	$	20,349,078.19
	Anticipated Ad valorem taxes to be Collected: _____, 2017 through September 30, 2017.	$	785,837.82
	Homestead Reimbursement (2016-2017)	$	256,857.99
ADD	Ad Valorem Tax Reduction Funds (2016-2017)	$	
ADD	Ad Valorem Tax Escrow (2015-2016)	$	
ADD	Ad Valorem Tax Shortfall Notes (2016-2017)	$	
LESS	Ad Valorem Tax Escrow (2016-2017)	$	
TOTAL BASE		$	21,391,774.00
PLUS	____ % increase	$	
PLUS	New Programs *[Amount allowed under 37-57-104. This is the amount of the increase in local contribution over the prior year that **MAY** be requested outside of the 4-7% limitation.]*	$	
PLUS	Estimated Ad Valorem Tax on New Property	$	3,232,288.00
TOTAL AD VALOREM TAX NEEDS		$	24,624,062.00
LESS	Ad Valorem Tax Escrow (2016-2017)	$	
NET AD VALOREM TAX REQUEST FOR OPERATIONS (§37-57-104 thru 107)		$	24,624,062.00

AD VALOREM TAX REQUESTED FOR DEBT SERVICE *(List & cite code authority)*			
	General Obligation Bonds (whether administered by taxing authority or school district)	$	3,470,667.00
	Three Mill / 10-20 Year Notes	$	1,044,802.00
	Shortfall	$	
	Voc. Tech.	$	250,000.00
OTHER AD VALOREM TAX REQUESTS *(List and cite code authority)*			
		$	
		$	

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

Please submit to the Office of School Financial Services via SharePoint. Place in the appropriate fiscal year folder for Annual Forms by November 30th.

SAFEGUARD - DEMENT 61-9165

City of Oxford
Pathways Commission Annual Report
September 2017

Goals and Progress

Complete

1. Carry out a trial project to facilitate development of next infrastructure plans. (on going)
2. Ensure that the Vision 2037 Implementation plan includes provisions for active transportation.
3. Apply for Walk–Friendly Community designation. (awaiting decision)

Ongoing

1. Continue to advocate that active transportation paths be adequately swept and maintained for the safety of all users.
2. Advocate that businesses apply for Bicycle Friendly Business designations.
3. Recommend standardized bikeway intersection designs.
4. More actively provide input for new projects prior to approval

Goals for 2017-18

1. Support ongoing goals
    a. Continue to advocate that active transportation paths be adequately swept and maintained for the safety of all users.
    b. Advocate that businesses apply for Bicycle Friendly Business designations.
    c. Recommend standardized bikeway intersection designs.
    d. More actively provide input for new projects prior to approval
2. Advocate for street designs that are safe for all users and building initial infrastructure that is most likely to produce safe behaviors by all users. Guiding examples:
    a. Reducing motorist in town speeds increases safety for everyone using the road
    b. Engineering and enforcement impact speeds more than posted signs.
3. Facilitate the development of complete streets form to be used with Engineering in the evaluation of new development and redevelopment projects.
4. Work with the UM Active Transportation Advisory Committee to improve connections between campus and town.
5. Revise bike map.
6. Obtain and place updated Bike Friendly Signs.
7. Increasing multi-modal transportation options
    a. Increase bike racks at OUT stops and other locations.
    b. Advocate for Pedicabs to be able to use multiuse paths.

Draft

SAFEGUARD - DEMENT 61-9165

ORDINANCE AMENDING CHAPTER 102, ARTICLE XX, CODE OF ORDINANCES OF THE CITY OF OXFORD, MISSISSIPPI – PARADES, PUBLIC ASSEMBLIES AND SPECIAL EVENTS

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

SECTION I. That Section 102-650, Prohibitions, Code of Ordinances, Oxford, Mississippi, is hereby amended as follows:

The following prohibitions shall apply to all parades and public assemblies:

(1) It shall be unlawful for any person to stage, present or conduct any parade or public assembly without first having obtained a permit as herein provided;

(2) It shall be unlawful for any person to participate in a parade or public assembly for which the person knows a permit has not been granted;

(3) It shall be unlawful for any person in charge of, or responsible for the conduct of a duly licensed parade or public assembly to knowingly fail to comply with any condition of the permit;

(4) It shall be unlawful for any person to engage in any parade or public assembly activity that would constitute a substantial hazard to the public safety or that would materially interfere with or endanger the public peace or rights of residents to the quiet and peaceful enjoyment of their property;

(5) It shall be unlawful for any person participating in any parade or public assembly to carry or possess any length of metal, lumber, wood or similar material for purposes of displaying a sign, poster, plaque or notice, unless such object is one-fourth inch or less in thickness and two inches or less in width, or if not generally rectangular in shape, such object shall not exceed three-fourths inch in its thickest dimension;

(6) It shall be unlawful for any person to carry any sign, poster, plaque, or notice, whether or not mounted on a length of material as specified in subsection (5) of the section, unless such sign, poster, plaque, or notice is constructed or made of a cloth, paper or cardboard material;

(7) It shall be unlawful for any person participating in a parade or public assembly to utilize sound amplification equipment at levels that do not comply with the provisions of section 34-63 et seq. of this Code;

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SAFEGUARD - DEMENT 61-9165

(8) It shall be unlawful for any person to ride, drive, or cause to be ridden or driven any animal or any animal-drawn vehicle upon any public street, unless specifically authorized by the permit;

(9) No person participating in a permitted parade or public assembly shall carry or wear any glass bottles, balloons filled with anything other than helium or air, body armor, bricks, stones, projectile launching equipment (including water guns), or operational gas masks; and

(10) No person participating in a permitted parade or public assembly shall carry any open flame.

SECTION II. That Section 102-651, Public conduct during parades or public assemblies, Code of Ordinances, Oxford, Mississippi, is hereby amended as follows:

(a) No person shall unreasonably hamper, obstruct or impede or interfere with any parade or public assembly or with any person, vehicle or animal participating or used in a parade or public assembly.

(b) No driver of a vehicle, except a police car or other emergency vehicle, shall drive between the vehicles or persons comprising a parade or public assembly with such vehicles or persons are in motion and are conspicuously designated as a parade or public assembly.

(c) The chief of police shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a street constituting a part of the route of a parade or public assembly. The chief of police shall post signs to that effect, and it shall be unlawful for any person to work or leave unattended any vehicle in violation thereof. No person shall be liable for parking on a street unposted in violation of this article.

(d) No person along a parade route or within 500 feet of a permitted public assembly shall engage in activity that would constitute a substantial hazard to the public safety or that would materially interfere with or endanger the public peace or rights of residents to the quiet and peaceful enjoyment of their property.

(e) No person along a parade route or within 500 feet of a permitted public assembly shall carry or possess any length of metal, lumber, wood or similar material for purposes of displaying a sign, poster, plaque or notice, unless such object is one-fourth inch or less in thickness and two inches or less in width, or if not generally rectangular in shape, such object shall not exceed three-fourths inch in its thickest dimension.

(f) No person along a parade route or within 500 feet of a permitted public assembly shall carry any sign, poster, plaque, or notice, whether or not

SAFEGUARD - DEMENT 61-9165

mounted on a length of material as specified above, unless such sign, poster, plaque, or notice is constructed or made of a cloth, paper or cardboard material.

(g) No person along a parade route or within 500 feet of a permitted public assembly shall carry or wear any glass bottles, balloons filled with anything other than helium or air, body armor, bricks, stones, projectile launching equipment (including water guns), or operational gas masks.

(h) No person along a parade route or within 500 feet of a permitted public assembly shall carry any open flame.

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

The Mayor and Board of Aldermen find that this ordinance is adopted for the immediate preservation of the public peace, health and safety of the residents of the City of Oxford. In light of violence surrounding recent protests in Charlottesville, Virginia, Boston, Massachusetts, and other areas, the Mayor and Board of Aldermen further find that this ordinance should be effective immediately upon its adoption by unanimous cote of the Board of Aldermen.

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 Antonow	voted	_____
Alderman Howell	voted	_____
Alderman Taylor	voted	_____
Alderman Bailey	voted	_____
Alderman Morgan	voted	_____

APPROVED, this the ____ day of September, 2017

_____
ROBYN TANNEHILL, MAYOR

_____

SAFEGUARD - DEMENT 61-9165

ASHLEY ATKINSON, CITY CLERK

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OED Billing Code					
22	For Each Residential Unit	$18.00	$2.00	20.7	
25					
30	Shared Dumpster-Mininum Service	$37.00			
	For each commercial, industrial, governmental, or other entity:				
21	2 yard dumpster, picked up 1 time per week	$45.00			
*22	2 yard dumpster, picked up 2 times per week	$75.00			
23	2 yard dumpster, picked up 3 times per week	$125.00			
24	2 yard dumpster, picked up 4 times per week	$150.00			
25	2 yard dumpster, picked up 5 times per week	$175.00			
26	2 yard dumpster, picked up 6 times per week	$200.00			
29	2 yard dumpster, extra pick up	$26.00			
	For each commercial, industrial, governmental, or other entity:				
41	4 yard dumpster, picked up 1 time per week	$53.00	$7.95	$60.95	
42	4 yard dumpster, picked up 2 times per week	$95.00	$14.25	$109.25	$
43	4 yard dumpster, picked up 3 times per week	$143.00	$21.45	$164.45	$
44	4 yard dumpster, picked up 4 times per week	$191.00	$28.65	$219.65	$
45	4 yard dumpster, picked up 5 times per week	$239.00	$35.85	$274.85	$
46	4 yard dumpster, picked up 6 times per week	$287.00	$43.05	$330.05	$
49	4 yard dumpster, extra pick up	$26.00	$3.90	$29.90	
61	6 yard dumpster, picked up 1 time per week	$76.00	$11.40	$87.40	
62	6 yard dumpster, picked up 2 times per week	$130.00	$19.50	$149.50	$
63	6 yard dumpster, picked up 3 times per week	$183.00	$27.45	$210.45	$
64	6 yard dumpster, picked up 4 times per week	$244.00	$36.60	$280.60	$
65	6 yard dumpster, picked up 5 times per week	$305.00	$45.75	$350.75	$
66	6 yard dumpster, picked up 6 times per week	$366.00	$54.90	$420.90	$
69	6 yard dumpster, extra pick up	$30.00	$4.50	$34.50	

81	8 yard dumpster, picked up 1 time per week	$87.00	$13.05	$100.05	$
82	8 yard dumpster, picked up 2 times per week	$149.00	$22.35	$171.35	$
83	8 yard dumpster, picked up 3 times per week	$223.00	$33.45	$256.45	$
84	8 yard dumpster, picked up 4 times per week	$298.00	$44.70	$342.70	$
85	8 yard dumpster, picked up 5 times per week	$372.00	$55.80	$427.80	$
86	8 yard dumpster, picked up 6 times per week	$446.00	$66.90	$512.90	$
89	8 yard dumpster, extra pick up	$34.00	$5.10	$39.10	
Recycle	8 yard dumpster, picked up 1 time per week	$30.00	$4.50	$34.50	
Recycle	8 yard dumpster, extra pick up	$25.00	$3.75	$28.75	
Recycle	8 yard dumpster, picked up 1 time per week- Outside City Limits	$50.00	$7.50	$57.50	
Recycle	8 yard dumpster, extra pick up- Outside City Limits	$65.00	$9.75	$74.75	
	10 yard dumpster, picked up 1 time per week	$107.00	$16.05	$123.05	$
	10 yard dumpster, picked up 2 times per week	$169.00	$25.35	$194.35	$
	10 yard dumpster, picked up 3 times per week	$243.00	$36.45	$279.45	$
	10 yard dumpster, picked up 4 times per week	$318.00	$47.70	$365.70	$
	10 yard dumpster, picked up 5 times per week	$392.00	$58.80	$450.80	$
	10 yard dumpster, picked up 6 times per week	$466.00	$69.90	$535.90	$
	10 yard dumpster, extra pick up	$56.00	$8.40	$64.40	

OXFORD
ENVIRONMENTAL
SERVICES

First reading of rate additions and changes for the Environmental Services Department, Amberlyn Liles

- Rates have not increased in over 10 years. In the future we will look a modeling after the sewer and water rates by taking action every 5 years.
- The cost of living increase was an average of 15% since the last rate change. 15% was used to set increased amounts in city and residential.

OXFORD
ENVIRONMENTAL
SERVICES

Permission to sell equipment on GovDeals.com, Amberlyn Liles

2002 Chevrolet Truck

VIN# 1GCGC24U72Z227389

2004 International/Tymco Sweeper

VIN# 1HTMPAFN65H691679

2. Announce TVA 1.5% Retail Rate Increase (Rob Neely).

TVA has announced an effective 1.5% retail rate increase for FY2018. Electric rates will increase by 1.5 percent in October under a $10.37 billion budget adopted by directors of the Tennessee Valley Authority on August 23, 2017. The rate increase for fiscal 2018 marks the third year in which TVA is raising its base retail rates less than the rate of inflation and will leave rates below where they were five years ago due to a drop in TVA's average fuel costs since 2013.

"This modest rate increase recognizes the need for TVA to continue to build on the financial and operational performance improvements we have made over the past three years, while still providing an effective retail rate below 2013 levels that remain among the lowest in the region," TVA President Bill Johnson said.

TVA's new rates, which were approved by the 6-member TVA board in a unanimous vote, will still be 2 percent lower than they were in 2013, TVA Chief Financial Officer John Thomas said. TVA estimates it will be 9th lowest priced utility for retail rates among the top 100 utilities in the country. The increase, which will generate an extra $195 million of additional revenue, will cost the typical residential customer in Oxford that uses 1,000 kilowatt-hours of electricity a month, nearly $1.50 more on his or her monthly power bill.

The extra funds are helping TVA boost its annual contribution to its underfunded employee pension fund by an extra $500 million above the $300 million TVA has agreed to put in the retirement fund each year. The one-time contribution is designed to help TVA improve its retirement fund, which the U.S. General Accounting Office said earlier this year was $6 billion short of what it needs to meet all of its future obligations.

TVA's pension fund is only 54 percent funded since it adjusted downward its expected to rate of return, but Thomas said better earnings and the extra contributions should boost the funding status to nearly 65 percent of the required level by the end of fiscal 2018.

The TVA president said dealing with the pension and paying down debt "becomes more important as the utility industry faces significant change and uncertainty" in an era in which TVA does not forecast further growth in power demand.

OED will pass through the retail rate increase to our customers with no increase to OED margin. The impact to the average residential customer is approximately $1.50/month. TVA has said that current leadership expects to recommend 1.5% increases for at least two more year.

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1. Accept bid for digger derrick truck and authorize purchase. (Rob Neely).

OED received permission on July 18 to advertise and seek bids for a new digger-derrick truck. Bids have been received and reviewed, and the low bidder (only bidder) is ALTEC, with a winning bid of $189,819, which is well below the FY2018 budgeted amount of $230,000. ALTEC is a reputable company that meets the specifications of the bid and therefore I recommend that the board accept the bid and authorize purchase.

Digger derrick trucks are used to remove and set poles, hand and place transformers, dig holes and transport utility boxes. OED's current digger derrick is pushing 20 years old and has passed its useful life.

OXFORD
PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Aldermen
From: Benjamin Requet, Senior Planner
Date: September 5, 2017

Re: Planning Commission Case 2217
Final Plat Approval for 'South Lamar Court Phase II'

Zoning: (NB) Neighborhood Business

Planners Comments: This is a request for final plat approval for a three lot commercial subdivision on approximately +/- 9.25 acres located at the northwest corner of Belk Boulevard and South Lamar Boulevard. Lot One is being developed as Hilton Home2 Suites (approved in September 2015), a site plan was approved by the Planning Commission at the August meeting for Lot Two, which includes two buildings that will contain retail and office space, and Lot Three is reserved for future development.

Recommendation: The Planning Commission and staff recommend approval of this Final Plat with the following conditions:

1. Approval by the Mayor and Board of Alderman.
2. Approval is for the plat as submitted.
3. All technical changes must be completed to the satisfaction of Public Works prior to the request for Final Plat approval being heard by the Board of Alderman.
4. A copy of the stamped recorded covenants for the subdivision shall be submitted to the Planning Department prior to issuance of any permits.

OXFORD
PLANNING
DEPARTMENT

Case 2217

To: Oxford Planning Commission
From: Benjamin Requet, Senior Planner
Date: August 14, 2017

Applicant: Oxford-Lamar Holdings, LLC
Owner: Same
Request: Final Plat Approval for 'South Lamar Court Phase II'
Location: 2302 South Lamar Boulevard (PPINS#8812, #8813, #8814, #8815, #8816, #8817, #8818, #8819, #8820 & #8821)
Zoning: (NB) Neighborhood Business

Surrounding Zoning:
North: (NB) Neighborhood Business
South: (NB) Neighborhood Business
East: (PB) Professional Business
West: (RB) Two-Unit Residential

Planner's Comments: The subject property is located at the northwest corner of Belk Boulevard and South Lamar Boulevard, directly west of the current Baptist Hospital. The site is approximately +/- 9.25 acres. The topography of the subject property consists of a cross-slope with the highest point of elevation in the northeast corner of the property and the lowest elevation in the southwest corner of the property.

The applicant is seeking Final Plat approval for 'South Lamar Court', consisting of three lots. Lot One is being developed as Hilton Home2 Suites (approved in September 2015). Lot Two includes two buildings that will include retail and office space, and Lot Three is reserved for future development.

Public Works staff has reviewed the Final Plat submitted for South Lamar Court and requests additional technical changes. These changes do not impact the lot layout or size, access or any major feature of the development. Public Works will require the changes be completed and approved prior to the case being heard by the Board of Alderman.

Recommendation: Approval of the Final Plat for 'South Lamar Court', with the following conditions:

1. Approval by the Mayor and Board of Alderman.

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SAFEGUARD - DEMENT 61-9165

2. Approval is for the plat as submitted.

3. All technical changes must be completed to the satisfaction of Public Works prior to the request for Final Plat approval being heard by the Board of Alderman.

4. A copy of the stamped recorded covenants for the subdivision shall be submitted to the Planning Department prior to issuance of any permits.

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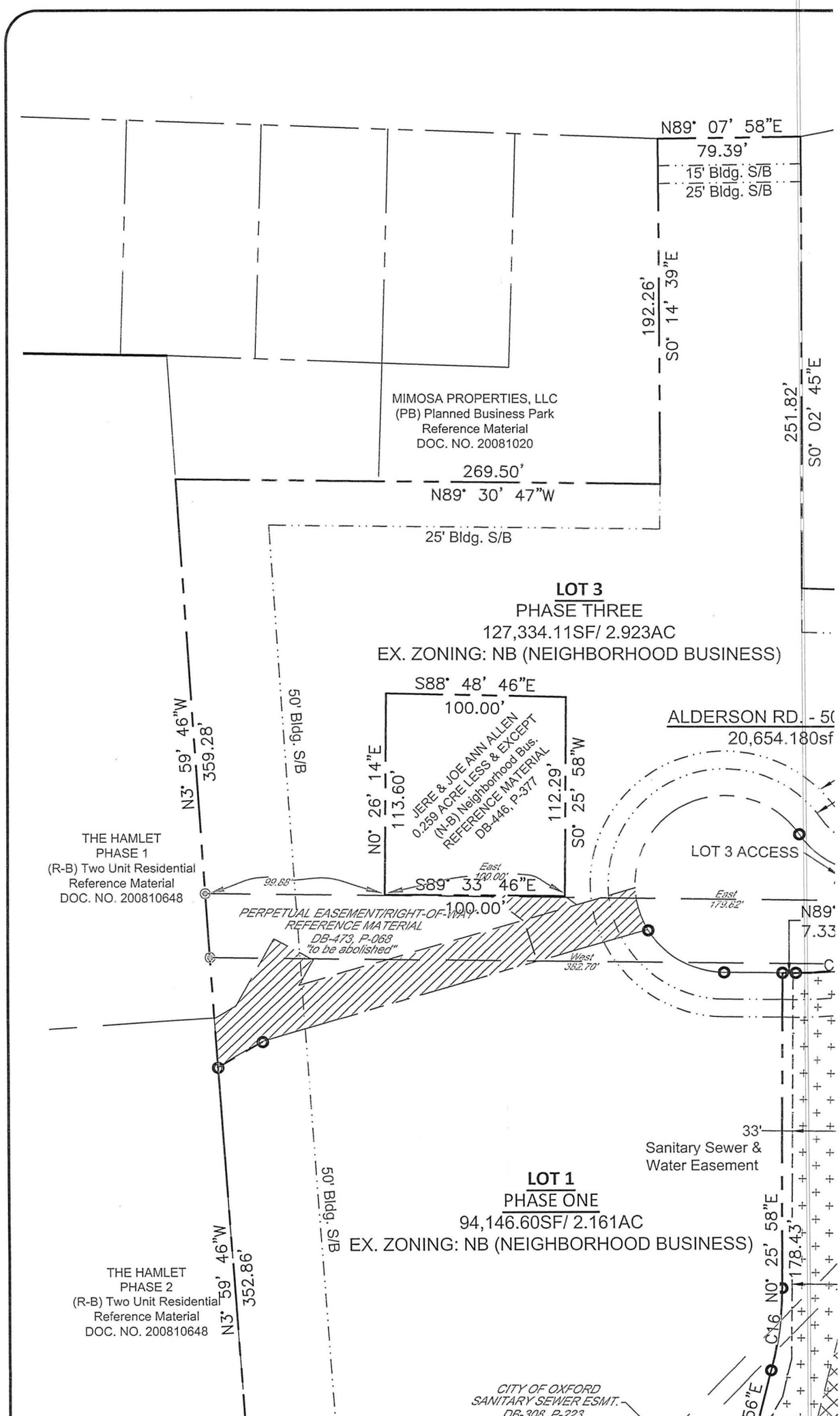
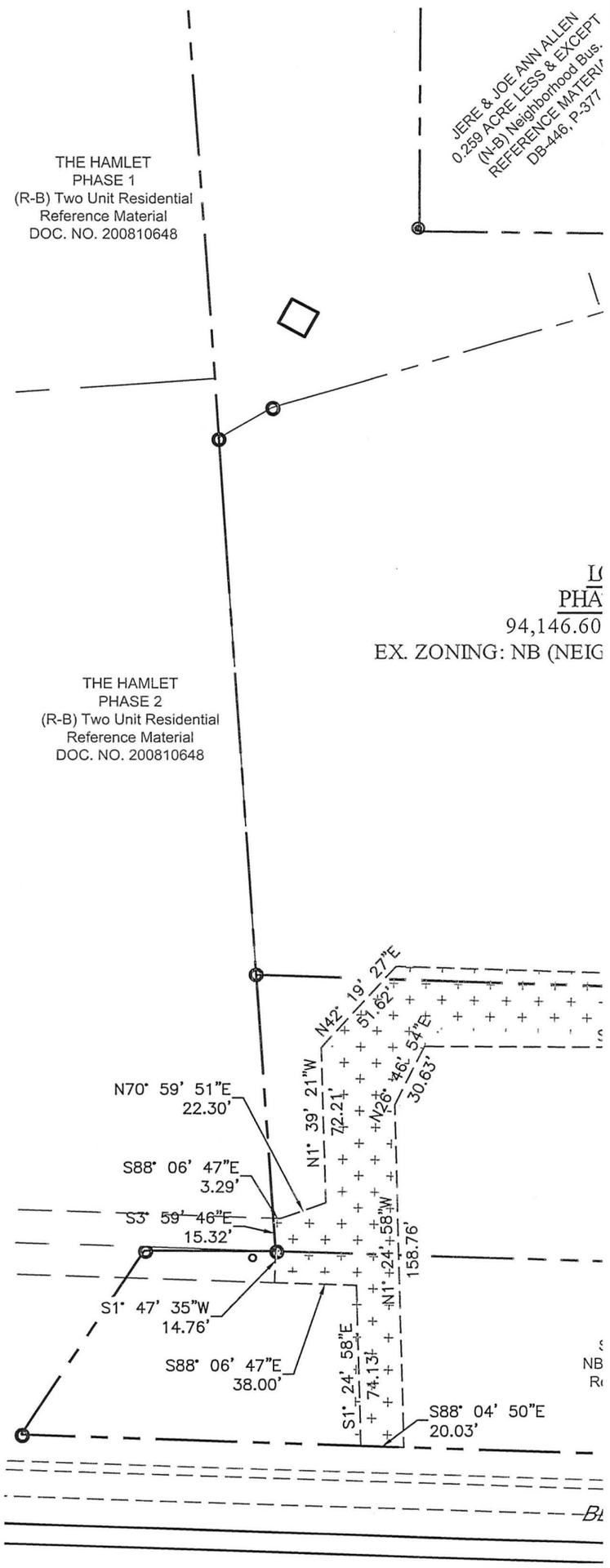
MINUTE BOOK No. 74, CITY OF OXFORD

SAFEGUARD - DEMENT 61-9165



MINUTE BOOK No. 74, CITY OF OXFORD

SAFEGUARD - DEMENT 61-9165



Surveyor's Certificate

I certify that the within plat of _____ in Lafayette County, Mississippi, is a true and correct representation of said subdivision and that I signed and delivered it as my own act and deed. Witness my hand and signature this the _____ day of _____, 2015.

_____
Surveyor's Name
License #

Engineer's Certificate

I certify that _____, is in conformance with the design requirements of the subdivision regulations and specific conditions imposed on this development, and takes into account all applicable federal, state and local laws and regulations
Witness my hand and signature this the _____ day of _____, 2015.

_____
Engineer's Name
License # 20428

CITY OF OXFORD, - STATE OF MISSISSIPPI

Approved and recommended for acceptance by the CITY OF OXFORD PLANNING COMMISSION,
this the _____ day of _____, 2015.

_____
Name, CHAIRMAN
CITY OF OXFORD PLANNING COMMISSION

CITY OF OXFORD
City Engineer's Certificate

I certify that (developer) has complied with one of the following alternatives for (subdivision name) :
1. All improvements have been installed by the sub-divider in accordance with the requirements of these regulations and with the action of the Board of Aldermen, giving approval of the preliminary plat, and accepting maintenance of utilities and streets.
2. A bond, certified check or irrevocable letter of credit has been posted by the sub-divider which is available to the city in a sufficient amount to ensure completion of all required improvements,
As of this the _____ day of _____, 2015.

_____
Bart Robinson
CITY ENGINEER, CITY OF OXFORD

CITY OF OXFORD COUNTY OF LAFAYETTE STATE OF MISSISSIPPI

Approved and recommended for acceptance by the City of Oxford, Board of Aldermen, this the _____ day of _____, 2015.

_____
Mayor Name
MAYOR, CITY OF OXFORD

OXFORD
PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Aldermen

From: Judy Daniel, AICP, Director of Planning

Date: September 5, 2017

Re: First Reading of Case #2215 a Request to Rezone +/- 30.73 acres from (CE) Country Estate to (TND) Traditional Neighborhood Development

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Planning Staff Comments: Taylor Ridge Partners, LLC is requesting this rezoning for property (PPINS#14967, #34530, #34889) at 110 CR 303 (Old Taylor Road), with additional access from CR 356. Property to the south is the PUD containing Faulkner Flats, and its commercial center along Old Taylor Road; The Mark apartment complex in the RC zone is to the east, a residential subdivision in the Country Estate district is to the north, and the property to the west is owned by the University of Mississippi. The subject property currently contains a few structures (it has been a family homesite/farm), but is primarily vacant. It contains substantial woodlands, and has an intermittent stream running through the center of the property.

This is the second application requesting a rezoning to the Traditional Neighborhood Development District. The Vision 2037 Comprehensive Plan and Future Land Use Map indicates a recommended use of Traditional Neighborhood Development at this location. The Taylor Ridge TND is being planned to create a small community center along Old Taylor Road, adjoining two residential neighborhood areas.

The proposed development includes the required Center, Transition Area, and Edge. The Town Center will include upper floor office or residential uses in some buildings. Beyond the Town Center, the two neighborhoods will include detached and attached dwellings, with some multi-family areas proposed. Cumulatively, 58% of the land area will be residential uses, with 29% left as open space.

For the reasons stated and with the justification provided in the attached report to the Planning Commission, staff recommends approval of the requested rezoning with the conditions noted below. At their August 14 meeting, the Planning Commission considered the proposal and also recommended (6-1) approval of the rezoning.

Several Planning Commissioners expressed concern that while tree preservation should be considered for a TND, and a Tree Survey is required; full Tree Mitigation is not required. Given these concerns, staff prepared an evaluation of the proposed development in relationship to standard tree mitigation requirements. In this instance, because of the preservation of a great many trees in the central part of the project, and because of the off-setting trees that will be required to meet landscaping requirements; Taylor Ridge would not need further mitigation even if Tree Mitigation were required.

Public Works staff expressed some concerns regarding road alignments, which required a traffic impact study. The applicants have agreed to follow the recommendations of the study and any other requirements provided during the site plan process. The applicants also understand that the concept plan may have to be modified, including the elimination of lots, in order to accommodate city streets, stormwater requirements and utilities.

Further, Public Works has not agreed to ownership, maintenance, width or type for any streets, with the only exception being that CR356 must remain a public road as it has been identified in previous transportation plans and in the Vision 2037 Future Mobility Network as a future connecting road vital to future transportation needs of the City and County. Staff also told the developer that some of the roads seemed to be candidates for public roads and some seemed to be more appropriate as private roads, and that proposed roads will be required to meet the standards of the street ordinance in place at the time of site plan approval.

Recommendation: Planning staff and the Planning Commission recommend approval of the rezoning to TND with the following conditions:

1. This approval recommendation is based on adherence to the elements submitted with the Master Regulating Plan, and with the understanding that as the Phases of this development are brought in for Subdivision or Site Plan approval that they will adhere to the concepts presented in that Master Regulating Plan for structure design, street types, landscaping, and stormwater. This approval also requires construction to begin within two years after the date of the approval of the rezoning or the property will revert to its underlying zoning.

2. Also, approval of the variance request regarding the lower floor area ratio for the commercial area and civic space; contingent upon approval of the rezoning.

3. Developer is required to complete all improvements to infrastructure identified now and/or in future traffic impact studies, site plan reviews or other evaluations of the City's ability to provide water and sewer service to the proposed development.

OXFORD
PLANNING
DEPARTMENT

Case 2215

To: Oxford Planning Commission
From: Judy Daniel, AICP, Planning Director
Date: August 14, 2017

Applicant: Taylor Ridge Partners, LLC
Owner: Same
Request: Rezone +/- 30.73 acres to (TND) Traditional Neighborhood Development
Location: 110 CR 303 (Old Taylor Road) (PPINS #14967, #34530, #34889)
Zoning: Country Estate (CE)

Surrounding Zoning:
North: (CE) Country Estate;
South: (PUD) Planned Unit Development
East: (RC) Multi-family; (NB) Neighborhood Business
West: Not in city limits

Planners Comments:
The subject property is located to the immediate north of the Faulkner Flats rental housing development along the west side of Old Taylor Road, with additional access from CR 356 to the north. The subject property currently contains a few structures (it has been a family homesite/farm), but is primarily vacant. It contains substantial woodlands, and has an intermittent stream running through the center of the property.

The applicant is requesting to rezone the subject property to (TND) Traditional Neighborhood Development. The Vision 2037 Comprehensive Plan and Future Land Use Map indicates a recommended use of Traditional Neighborhood Development at this location. The Taylor Ridge TND is being planned to create a small community center along Old Taylor Road, adjoining two residential neighborhood areas.

The Town Center will feature upper floor office or residential uses in some buildings. Beyond the Town Center, the two neighborhoods will include detached and attached dwellings, with some multi-family areas proposed. Cumulatively, 58% of the land area will be residential uses, with 29% left as open space.

Within this proposed development, 263 dwelling units are proposed, split between detached, attached, multi-family, and upper floor residential in the commercial area. (The chart on page 11 indicates 4 accessory dwelling units which are currently not allowed in a TND, so they are to be eliminated from this proposed rezoning request.)

Planner Evaluation: This is the second application for a development in the Traditional Neighborhood Development District. This new zoning districts functions differently from most Oxford zoning districts in that it envisions a rezoning based on a phased development plan that includes residential, natural, civic, and commercial elements that are generally expected to be implemented over a number of years. But to ensure the quality of development proposed for the rezoning, a range of plan elements, more detailed than are generally required, must be submitted with the rezoning proposal. All these required elements for the zoning district have been submitted for evaluation. Cumulatively they are the proposed Master Regulating Plan. Staff evaluation of the submitted elements follows.

The basic required elements for submission include:

- A locational map of the property.
- The illustrative proposed master plan.
- An aerial rendering of the proposed project.
- The tree survey
- The site clearing plan
- The location of prominent sites and vistas
- The general layout of the Core, Transition, and Edge
- The areas designated for the required varied use types
- The areas designated for the various types of buildings and dwellings
- The proposed phasing plan

All these required elements have been submitted and staff believes these elements are complete and allow a good understanding of the intended uses. Staff believes the intended uses and locations for those uses are appropriate and as intended for a TND. The proposed phasing plan requested in a letter of July 5 would have two phases. Phase 1 would be northern portion of the property containing mainly single family detached homes; Phase 2 would contain the southern portion of the property including the mixed-use center and more attached and multi-family dwellings. They propose all site clearing and site infrastructure work for both phases as part of Phase 1, and that Phase 2 would begin. before all of Phase 1 is completed.

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- Public Works Elements

Public Works staff comments are below.

- Design and Landscaping Elements
  - The proposed bulk standards for the structures in the various areas
  - The proposed architectural standards
  - The proposed open space plan and standards
  - The proposed landscaping and street tree plan, with the selected trees
  - The proposed lighting plan and lighting fixtures
  - The proposed master signage plan, and sign standards

Planning staff believes that the submitted proposals are sufficient to explain the intended architectural, landscaping, lighting, and signage plans for the proposed TND. Staff believes that these elements are appropriate and as envisioned for a TND.

The Master Regulating Plan must include a proposed plan for staging for the three primary required areas: Core, Transition, and Edge. Elements must include, at a minimum, the following:

1) A topographic survey and stormwater drainage plan.
   This was submitted as required and Public Works recommends approval.

2) The layout and location and hierarchy of streets and public open spaces and parking areas. This should include the proposed location of all designated prominent sites and vistas.

   The submitted Prominent Sites and Vistas Diagram clearly indicates these locations and describes why they are chosen. The proposed street patterns and types reflect the street patterns and types indicated for this type of development in the Vision 2037 Plan.

3) Layout and location of residential, commercial, mixed-use and civic building lots.
   The submitted documents clearly indicate the location of these structures. Staff believes that the proposed locations are aligned to the intent of the TND District.

4) Plan data and statistics to include densities (DU/acre) or intensity (FAR), buildings by type, setbacks, and other explanatory information.
   The proposed densities and intensities of the proposed types are provided as required on page 11 of the submittal document. The developers are requesting a reduction in the amount of Civic Space and Mixed Use/Commercial structures. (They requested this as a

special exception but such a request is actually a Variance; so staff is considering the requests as variances.)

Reduced Mixed-Use/Commercial and Civic Space – This TND is proposed to be a somewhat smaller scale and intensity, given its location on the edge of the city along Old Taylor Road. Only four buildings are proposed, and they propose only two floors of residences (a total of 77 dwelling units). Also, their buildable area was constrained by a desire to work with the topographical challenges of this site, and to retain a substantial portion of the interior stream area undisturbed. For that reason, staff recommends support of that request.

The developers are also requesting a special exception to allow accessory dwelling units for 16 of the proposed single family dwellings in Phase One. This use, however, is not currently listed as allowed in a TND, and the use would not meet the current special exception standards for an accessory dwelling unit. Staff does not object, philosophically to the use, with appropriate standards and such a use is being proposed in the new zoning code. Staff has informed the developers of this situation and they are withdrawing the request from the rezoning application.

5) A list of uses by neighborhood section.
The list of proposed uses is provided on pages 10 and 11 of the submittal and staff finds the proposed uses to be appropriate for the intent of a Traditional Neighborhood District.

6) A master sign plan.
The proposed master sign plan has been submitted and staff finds it sufficient to be a guide for detailed signage proposals in the Phases as they are submitted.

7) A phasing plan for the entire development along with projected implementation schedule, to include triggers for initiating subsequent phases.
This TND proposes two phases. Phase 1 is the single family dwellings, and Phase 2 will be the commercial center and multi-family development. The stated intent is to complete Phase 1 within one year and to then initiate Phase 2 when Phase 1 is nearing completion or complete. Staff believes this is a reasonable Phasing Plan.

8) A series of architectural renderings which convey the overall character of the development.
The proposals for indicative architectural styles have been submitted (pages 12-19) providing specific illustrations of the building types that are proposed in the two phases. Staff believes that the submitted information reflects a range of styles that will complement the intent for a TND in Oxford.

9) Architectural design regulating covenants for all site elements and buildings.
The submitted architectural standards for each building type have been submitted (pages 12-20) and staff believes that they provide clear guidance as to the structures that will be built.

10) An open space plan indicating proposed improvements thereon and the proposed conditions at the project edges.
An Open Space Plan has been submitted (pages 21-22) that clearly indicates areas proposed to be preserved and designed green spaces, and the design standards for these spaces. Staff believes that the submitted information provides clear guidance for review of the proposed open space area; and that these areas are sufficient to meet the intent of the TND.

11) An overall landscaping plan for the entire development which must include:
a) Tree survey plan with tree inventory counts. Should include identification of the location of vegetation to be preserved including the species, and size range of existing trees to be preserved, and a clearing plan for any areas where tree removal is proposed.

The tree survey and clearing plan has been submitted (page 5-6). As the developed areas are proposed to avoid a large "ravine" area and along the trail to the west, a substantial amount of existing vegetation will be preserved.

b) Scaled drawing of the site, with north arrow, indicating areas for preservation, location and spacing of new trees and shrubs proposed for use.
All required landscaping information has been submitted (pages 23-26) and staff believes that the proposed landscaping plans are sufficient and will meet the intent for the TND district.

c) Construction details and/or cross-sections sufficient to explain specific site conditions and solutions. Possible conditions include berms, retaining walls, screen walls, fences, tree wells to preserve existing trees, or culverts to maintain natural drainage patterns.

Public Works comments are below.

d) A plant list of all proposed landscape materials including trees, shrubs, and grasses. Showing (for trees) caliper sizes, root type (bare root, balled and burlapped, container size), height of material, botanical and common name.

All required landscaping information has been submitted (pages 23-26) and staff believes that the proposed landscaping plans are sufficient and will meet the intent for the TND district.

e) Planting and details to ensure proper installation and establishment of proposed plant materials. To include type and amount of mulch, ground cover and grasses. Should include irrigation plan, if appropriate, or water outlets.

The concepts for planting and staking to be used in the various Phases have been submitted (Pages 23-26) and are sufficient as a general guide. Submittals for the phases as submitted for final review will have more specific details.

f) Proposed location of light poles, refuse container enclosures, walls, fences, protective curbing, mechanical equipment, and other hard landscaping materials.

The general locations proposed light poles and proposed lighting fixtures are included (page 31-32). Staff has agreed with the applicant that locations for the other elements mentioned are more appropriately determined at site plan.

g) A landscape maintenance plan including a statement that all diseased, damaged, or dead material shall be replaced in accordance with the landscape ordinance.

The developer has stated that all requirements of the landscape ordinance will be followed.

h) A storm water plan that shows integration of storm water features into the overall project design.

The conceptual storm water plan has been submitted (page 7). Public Works comments are below.

Public Works Comments – The initial comments that were provided by the staff were acknowledged by the developer as part of a preliminary review of the Master Regulating Plan dated April 14, 2017. Staff raised concerns regarding alignments shown in the concept drawing with the applicant and they subsequently submitted a traffic impact study, which addresses many, if not all, of these concerns. The developer has agreed to follow the recommendations of the study and any other requirements provided during the site plan process. Staff has also notified the applicant that the concept plan may have to be modified, including the elimination of lots, in order to accommodate city streets, stormwater requirements and utilities.

A traffic impact study was provided for consideration of the rezoning request. The study has identified a number of recommendations for both City and County roads in order to address the increased number of users that would result from this rezoning. A capacity analysis for water

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and sewer has also determined that improvements must be made to the existing water and sewer infrastructure to support increased users. These road, water and sewer improvements would not be required if the zoning were to remain unchanged.

The concept drawings show a number of street types. Public Works has not agreed to ownership, maintenance, width or type for any streets, with the only exception being that CR 356 must remain a public road. CR356 has been identified in previous transportation plans and in our Vision 2037 Future Mobility Network a future connecting road and is vital to future transportation needs of the City and county. Staff has expressed to the developer that some of the roads seemed to be candidates for public roads and some seemed to be more appropriate as private roads. The street standards provided do not meet current standards and may not meet future standards. Regardless of what has been indicated in the concept plan or in Vision 2037, the roadways will be required to meet the standards of the street ordinance in place at the time of site plan approval.

Public Works supports the rezoning request provided the developer is in agreement to complete all required infrastructure improvements at his expense. This includes but is not limited to:

- Improvements to the existing lift station
- Installation of force main as needed
- Realigning CR356 with possible future signalization
- Adding or extending turn lanes
- Realigning CR300 and CR3001
- Adding turn lanes at CR300
- Eliminating proposed on-site parking within a certain distance to the intersection of Old Taylor road
- Adding a turn lane at the southern site driveway

Many of these recommendations are shown in Figure 11 of the Traffic Impact Study. The developer has stated that he is in agreement to complete the required improvements at his expense.

Recommendation of Sufficiency to Meet TND Standards for Rezoning:
A Traditional Neighborhood Development (TND) district should be compact and pedestrian friendly containing a mix of land uses with a defined center, middle and edge. A TND development pattern should include shorter blocks, dense street connections, a variety of uses, diverse housing types, and central public spaces. Such development should be adjacent to, but not bisected by, an arterial street.

The proposed "Taylor Ridge" TND meets those basic standards. Its Town Center takes direct access to Old Taylor Road, it proposes a variety of uses (it will allow uses that are allowed in the Neighborhood Business District or its successor district), and it proposes a variety of housing types, and it proposes several public spaces in central areas.

This proposed TND will also meet all general standards of size and proportions of primary structural elements of the Core (commercial, civic, and mixed use areas with some open space); Transition (attached and detached dwellings and multi-family dwellings); and Edge (green spaces and detached dwellings).

Staff has evaluated the submittal documents that comprise the Master Regulating Plan for this proposed rezoning and we find that they sufficiently meet the standards outlined for the District. Some of these standards relate more to actual final site plans or subdivision approvals, but most of the conceptual standards that will guide those evaluations seem to fulfill the vision for this District.

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." (Burden 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:

Mistake: There was not a mistake on the previous rezoning.

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Change and Need: The recently adopted Vision 2037 Comprehensive Plan encourages mixed-use higher density development at certain locations. Further, Vision 2037 identified this property as an area appropriate for Traditional Neighborhood Development. Beyond these documents, the area surrounding this site has seen substantial change in recent years. Several years ago a Planned Unit Development was approved just to the south, which includes substantially dense multi-family residential development and a commercial area fronting on Old Taylor Road. Across the road from the proposed site is another multi-family complex built within the past five years. And less than a half mile to the north, also along Old Taylor Road, are other multi-family complexes. Further, new road has recently opened up, extending CR 300 from Old Taylor Road to South Lamar. These new developments reflect the substantial changes in this area in recent years.

Recommendation: While it is impossible to "pin down" all aspects of a multi-phased district development in advance, the commitments inherent in the materials submitted for this proposed TND form a good "skeleton" with a fair amount of "muscle tissue" and set parameters for future development that can guide the Planning Commission as the two Phases are brought in for final approval. Staff believes that with the controls noted, the overall neighborhood can become a pleasant new center in this area of Oxford. It should also be noted that the developer held a public meeting to provide information about the proposed development for area residents and supporters of the adjacent (to the west) public trail.

Staff recommends approval of the request to rezone the subject property, from the CE (Country Estate) district to the (TND) Traditional Neighborhood Development district.

1. This approval recommendation is based on adherence to the elements submitted with the Master Regulating Plan, and with the understanding that as the Phases of this development are brought in for Subdivision or Site Plan approval that they will adhere to the concepts presented in that Master Regulating Plan for structure design, street types, landscaping, and stormwater. This approval also requires construction to begin within two years after the date of the approval of the rezoning or the property will revert to its underlying zoning.

2. Also, approval of the variance request regarding the lower floor area ratio for the commercial area and civic space; contingent upon approval of the rezoning.

3. Developer is required to complete all improvements to infrastructure identified now and/or in future traffic impact studies, site plan reviews or other evaluations of the City's ability to provide service to the proposed development.

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OXFORD
PLANNING
DEPARTMENT

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Per

APPLICATION FOR ZONING MAP AMENDMENT

Applicant's Name Taylor Ridge Partners, LLC

Mailing Address c/o Keith Covington, Common Ground, 113 Fitzgerald Street, Franklin, Tennessee 37064

Address of Property in Question 110 County Road 303 (Old Taylor Road) Oxford, MS 38655 PPIN # See attached

Telephone Number (s) Day (615) 678-8640

Interest in Property ○ Owner ○ Leaseholder ◉ Option to Purchase ○ Other Legal Interest

Present Zoning Classification of Property (CE) Country Estate Residential

Proposed Zoning Classification of Property (TND) Traditional Neighborhood Development

Legal Description of Property (Include all subdivision lot numbers or metes and bounds description and tax parcel numbers)

See attached

What changed or changing conditions make the passage of this amendment necessary?

See attached

What other circumstances justify the proposed change?

See attached

What error(s), if any, in the Zoning Map would be corrected by the proposed amendment?

None

Signature of Owner or Authorized Agent J. Parrie Hurst, Authorized Agent Date 4/14/17

A legal description and a plat showing the land area affected by the proposed amendment, zoning classification of the area and all abutting properties, all public and private rights-of-way and easements bounding and intersecting the designated area and abutting properties must be attached along with a filing fee payable to the City of Oxford.

FOR CITY USE ONLY

Date Filed _____

Date of Public Hearing _____

Decision of Board of Adjustment _____

_____

Effective Date _____

_____ _____

Zoning Administrator Date

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Supplement to City of Oxford Application for Zoning Map Amendment

Applicant: Taylor Ridge Partners, LLC

Subject Property: 110 County Road 303 (Old Taylor Road) Oxford, MS 38655

PPIN #s: 14967, 34530 and 34889

Survey: Survey showing the land area affected by the proposed amendment, zoning classification of the area and all abutting properties, all public and private rights-of-way and easements bounding and intersecting the designated area and abutting properties is attached.

Legal Description of Subject Property:

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"

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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.

What changed or changing conditions make the passage of this amendment necessary?

Braxton and Sandra Comer purchased the subject property in 1984, raised their family there, and currently reside at the property. Mr. and Mrs. Comer did not have any input on the zoning of the property when it was annexed by the City in 2007 and zoned Country Estate Residential. The appropriate use of the Property was not addressed in the City's 2004 Comprehensive Land Use Plan, but the recommended future land use is now addressed in the recently adopted Vision 2037 Plan.

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It is common knowledge that there have been significant changes to the neighborhood surrounding the property since it was annexed by the City and zoned Country Estate Residential. The area in the immediate vicinity of the Property primarily consists of multifamily residential developments, and emerging mixed use retail developments. Specifically, to the east across Old Taylor Road there are six (6) multifamily housing complexes known as: The Connection (est. 2008), The Mark (est. 2012), Fleur De Lis (est. 2010), Taylor Bend (est. 2012), Brighton Village (est. 2014), and The Domain (est. 2016). To the immediate south of the property, there is a large multifamily PUD known as Faulkner Flats (est. 2014), and a mixed use PUD known as Village Station (est. 2016, and under development). There is an established single family neighborhood to the north, and undeveloped land abutting the Thacker Mountain Rail Trail to the west.

The Vision 2037 Plan recognizes the change in conditions surrounding the property, and provides the appropriate policies for new development, its form, and how to manage it. The Vision 2037 Plan calls for the property to be zoned Traditional Neighborhood Development (TND), which includes a mixture of uses in a compact, pedestrian-friendly environment. The current Country Estate Residential zoning does not allow the property to be developed in a manner that is consistent with the City's policy adopted for this neighborhood in the Vision 2037 Plan.

In addition to the incompatibility with the Vision 2037 Plan, the property's existing zoning classification of Country Estate Residential is no longer appropriate due to the surrounding land uses. Large single family estate lots are not desirable in this neighborhood, and would not be viable. The Traditional Neighborhood Development zoning classification allows the property to be developed in a manner that provides a wide range of housing types, together with mixed use buildings, civic space, green spaces, pocket parks, and walking/biking trails. These are amenities that will not only be utilized by the communities' residents, but the entire neighborhood along Old Taylor Road. The Traditional Neighborhood Development zoning classification also allows the property to be developed in a manner that provides appropriate transitions to all surrounding land uses. To the west, a large tree buffer will be preserved so that the Thacker Mountain Trail is maintained in its current natural state. The Trail will also be much more accessible by the public through a network of walking and biking trails throughout the property. To the north, a mixture of single family detached homes will provide a transition to the established single family neighborhood, which will also bring the existing roads south to provide better connectivity to those residents. To the east, mixed use buildings will provide commercial amenities, meeting places, and open green space for all residents of the Old Taylor Road corridor to enjoy. To the south, a mixture of multifamily buildings and single family attached homes will provide a transition to the multifamily development that abuts the property.

The property represents a large gap in the development of the Old Taylor Road corridor, and Traditional Neighborhood Development provides a unique opportunity for

the property to become an epicenter of activity and connectivity for all residents of this neighborhood. The alternative if the property is developed under the County Estate Residential zoning designation, is a closed off single family home community consisting of large estate lots. For these reasons, we submit that the proposed zoning map amendment is necessary to address the change in conditions surrounding the property, and to implement the land use and development policies adopted by the City in the Vision 2037 Plan.

What other circumstances justify the proposed change?

The Vision 2037 Plan recognized that Oxford is experiencing unprecedented growth both in new development and population. New jobs are being created in the City, and Ole Miss continues to increase its enrollment on an annual basis. This growth is putting strain on the City's housing options and infrastructure, and is also significantly increasing both the purchase prices and rental rates for housing in the City. Along with this growth in both development and population, there is a parallel desire and need for more modern, concentrated, affordable, pedestrian friendly housing options in the City outside of the Square. Traditional country estate lots are not as desirable as they once were. This is a national trend which Oxford is experiencing first hand.

The subject property is in the heart of the Old Taylor Road corridor where thousands of Oxford residents call home. By implementing the Traditional Neighborhood Development zoning policies on this property, there is a unique opportunity to create a central walkable point of connectivity for residents of this neighborhood, where they will not only find various new housing options, but also green space, civic space, pocket parks, and a network of trails connected to the Thacker Mountain Trail that does not exist today. There is a demand for a central "place" like this along Old Taylor Road, which may be equal to the demand for the new housing options that are being proposed for the property. This "place" would also decrease traffic congestion along Old Taylor Road, as amenities and everyday errands accessed by car from this neighborhood today, would now just be a short walk or bike ride away. For these reasons, in addition to the obvious change in character of the area surrounding the property, a zoning map amendment is appropriate.

Filing Fee: A check payable to the City of Oxford in the amount of $150.00 is enclosed.

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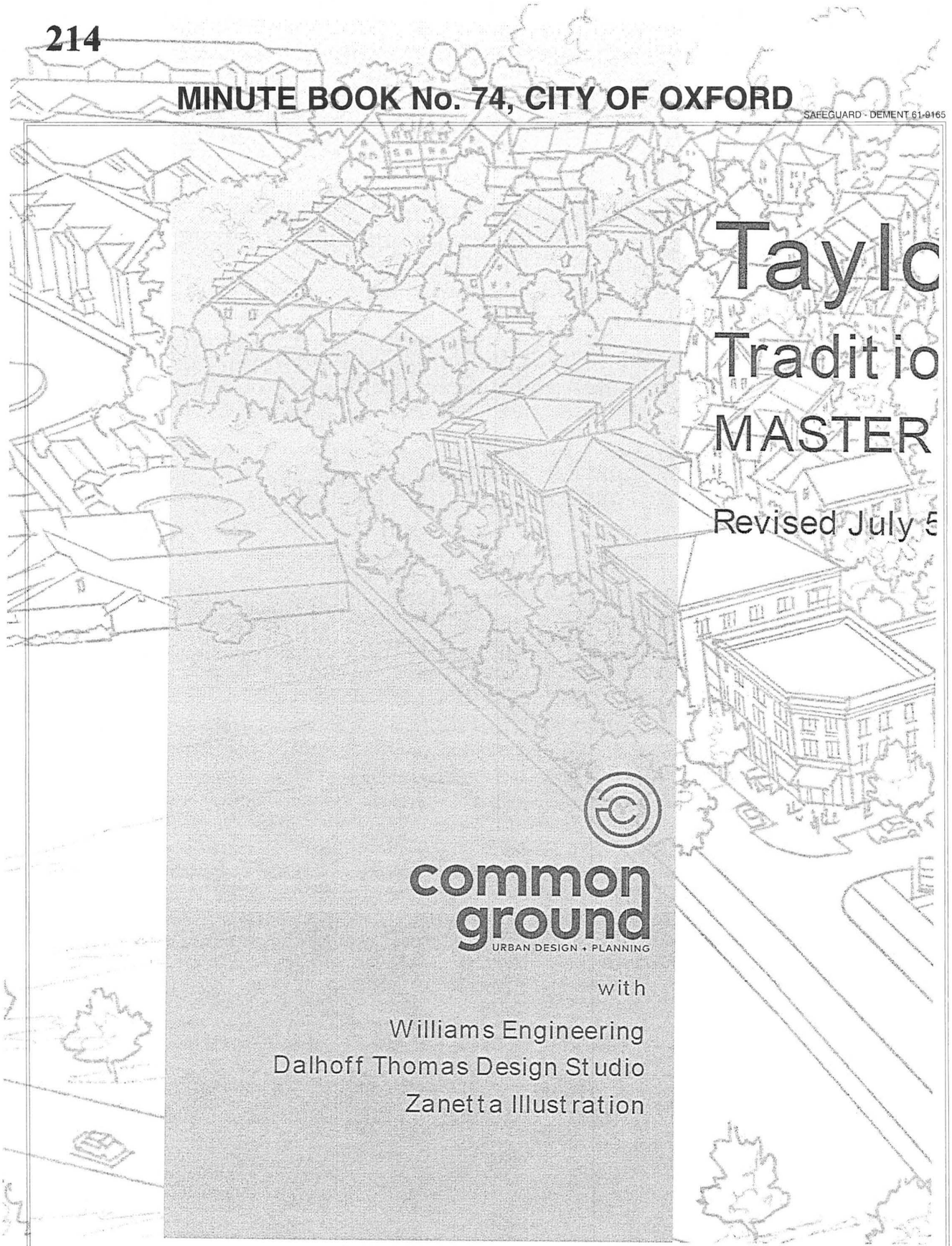

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Revised July 5

common ground
URBAN DESIGN + PLANNING

with

Williams Engineering
Dalhoff Thomas Design Studio
Zanetta Illustration

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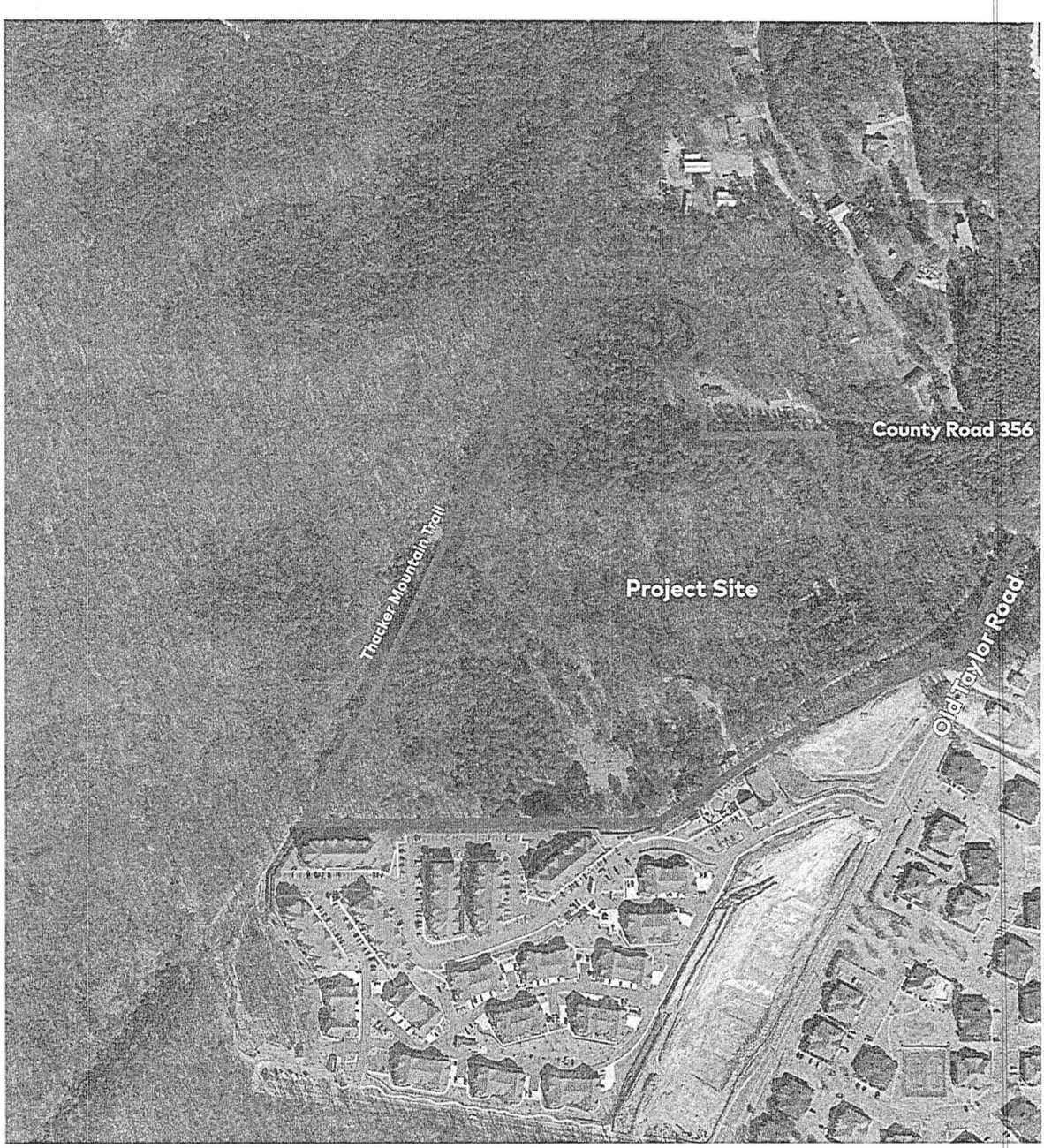

Existing Conditions Aerial Photograph

Taylor Ridge Traditional Neighborh

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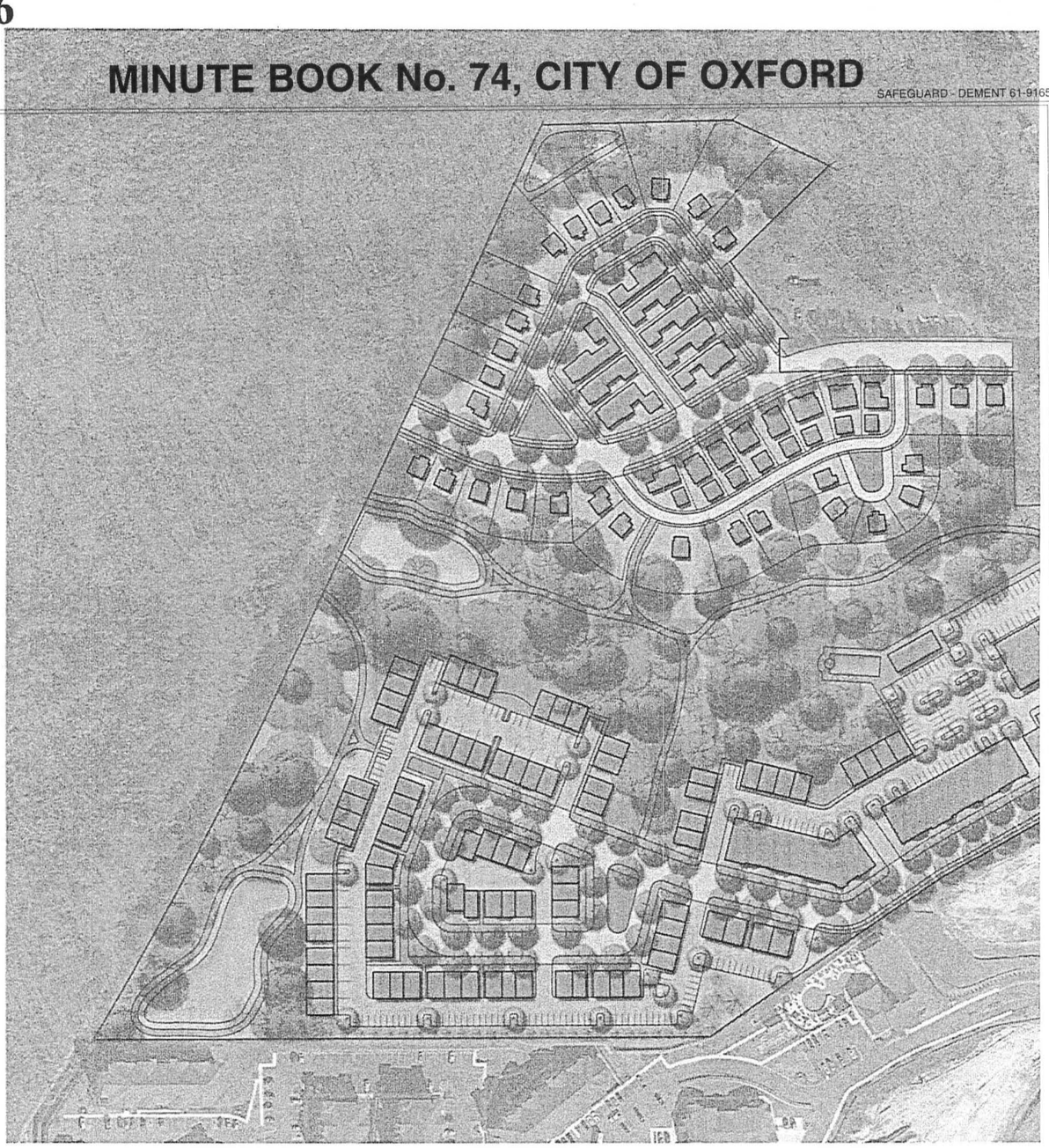

Taylor Ridge Traditional Neighborhc

Master Regulating Plan • Illustrative Master Pl

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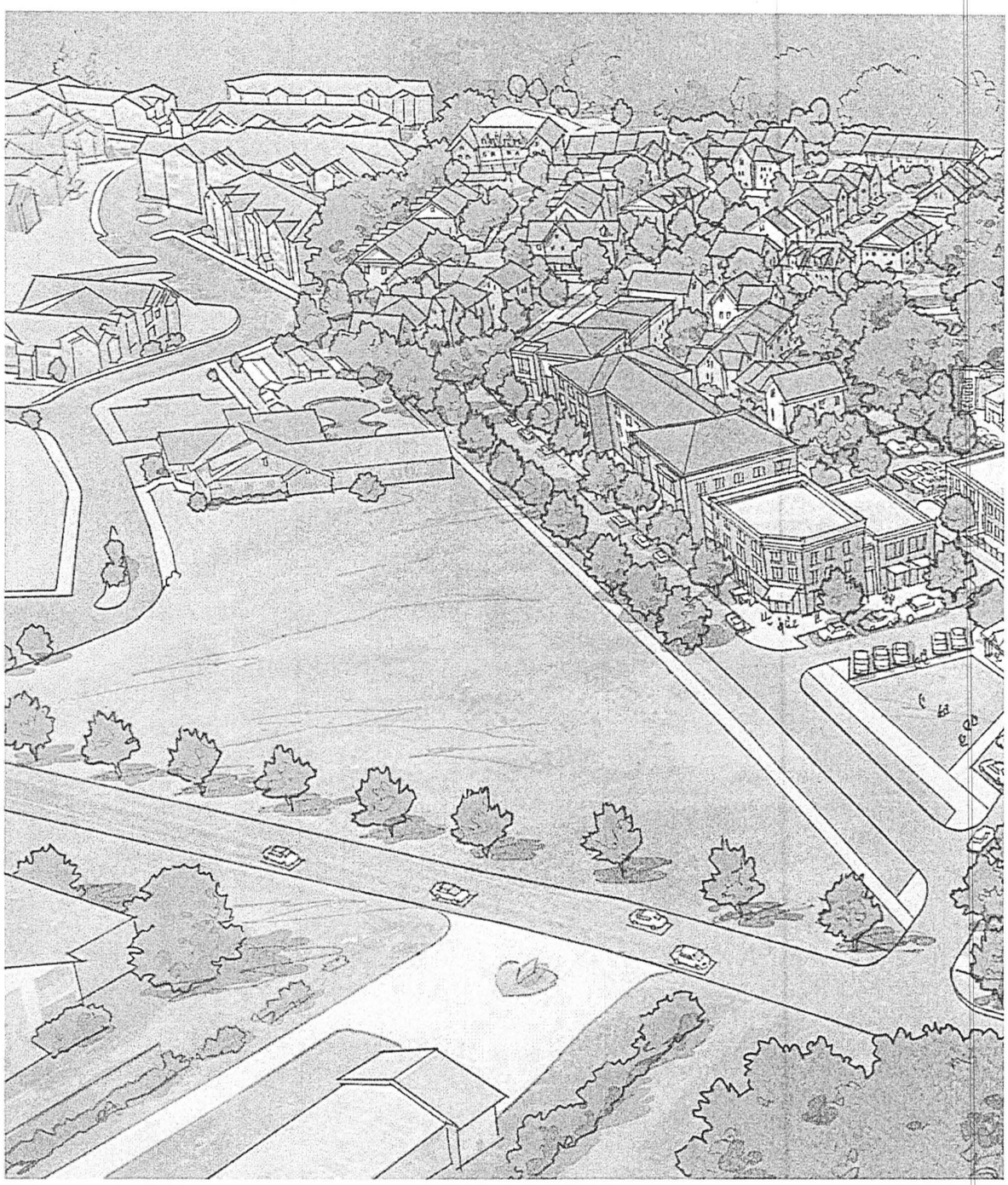

Taylor Ridge Traditional Neighborho

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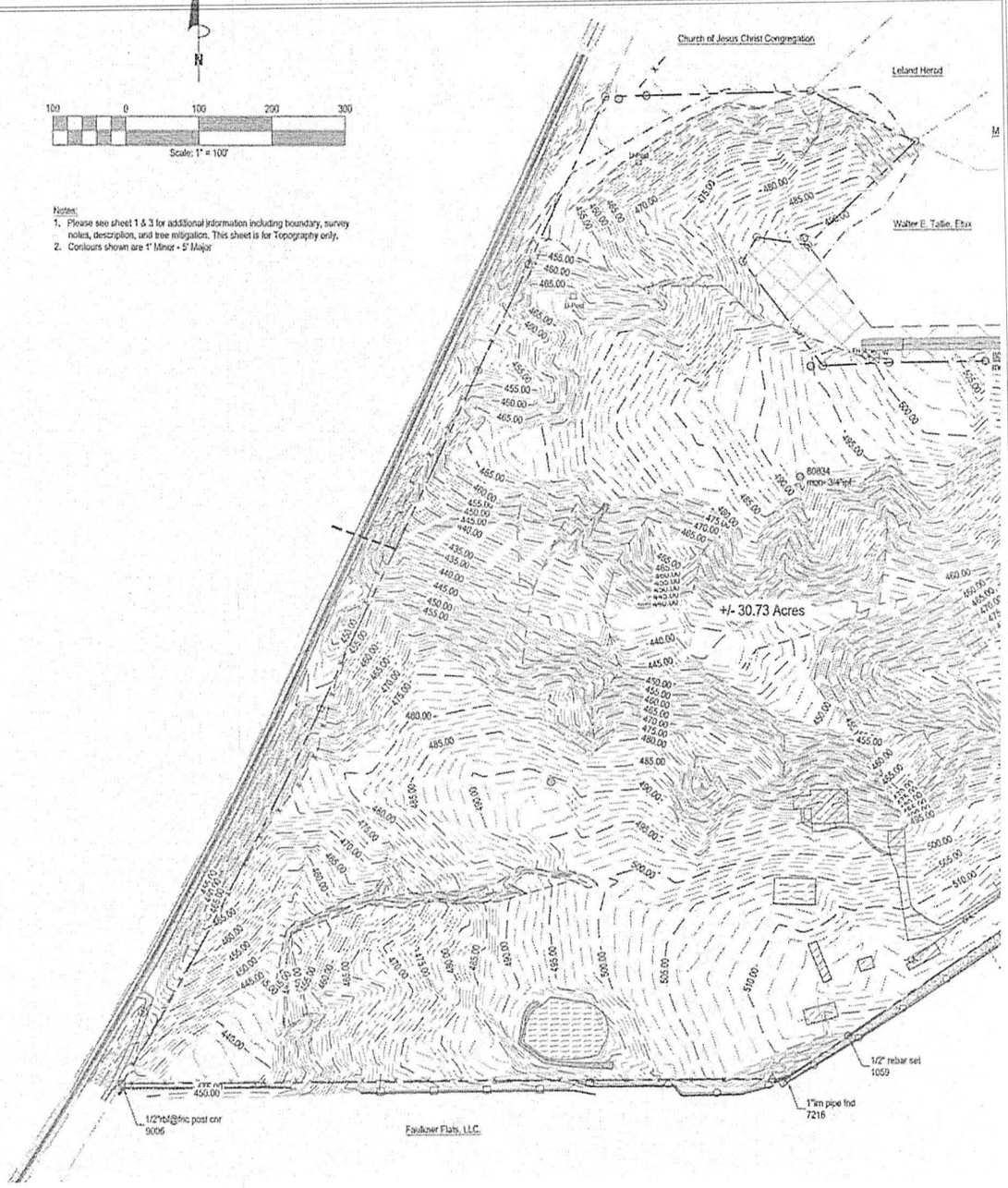

Taylor Ridge Traditional Neighborhc

Master Regulating Plan • Topographic Survey

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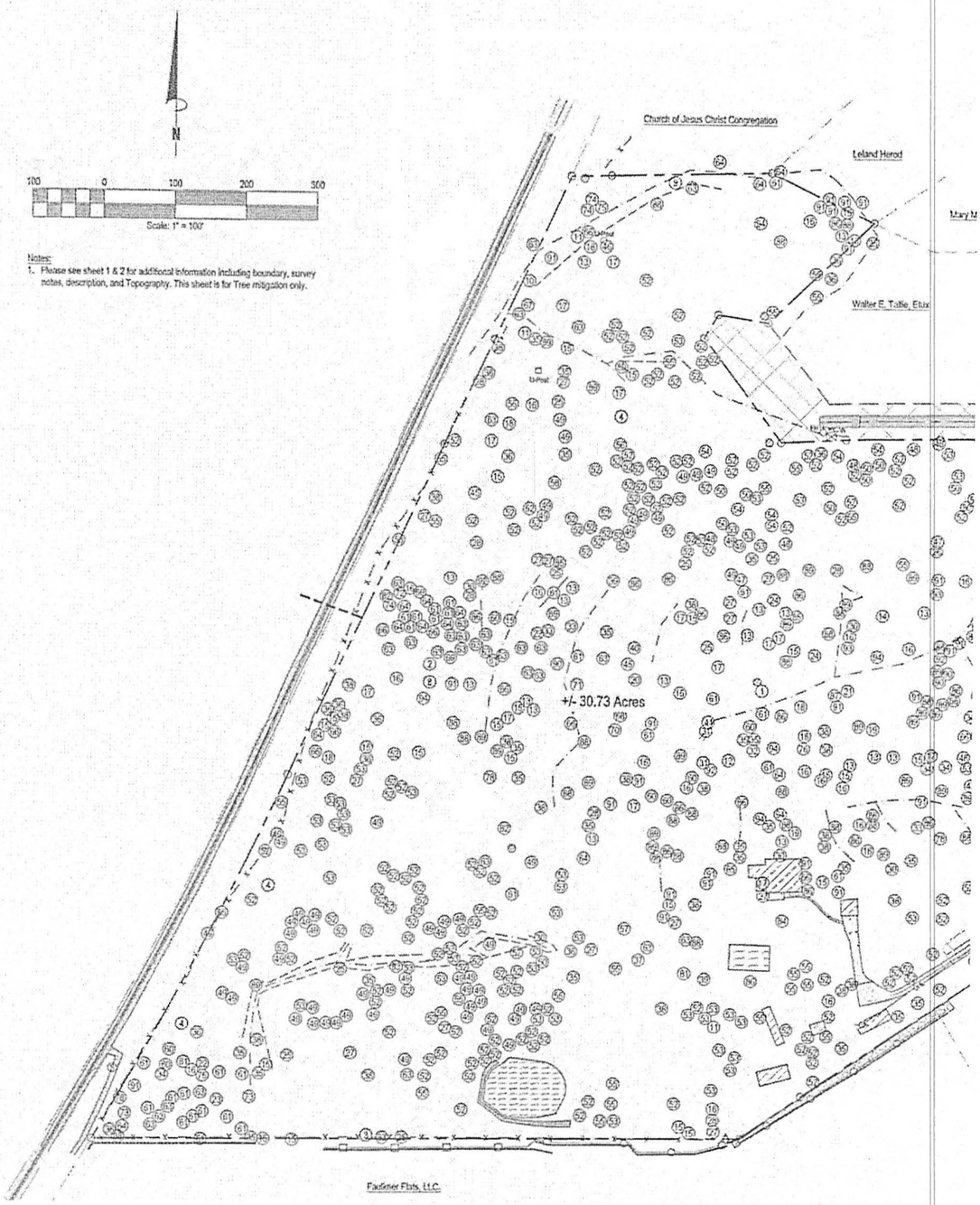

Taylor Ridge Traditional Neighborho

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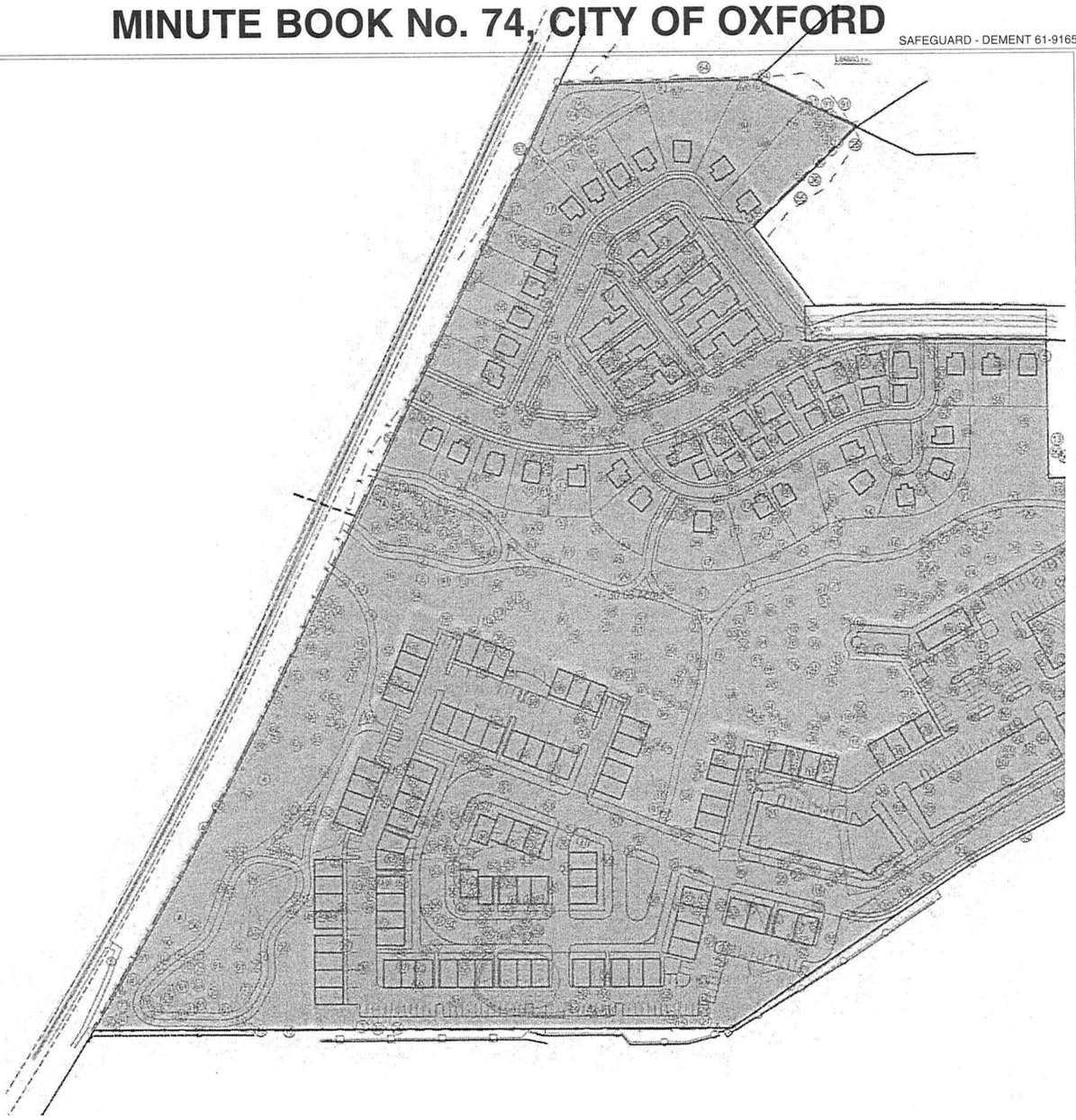

Taylor Ridge Traditional Neighborhc

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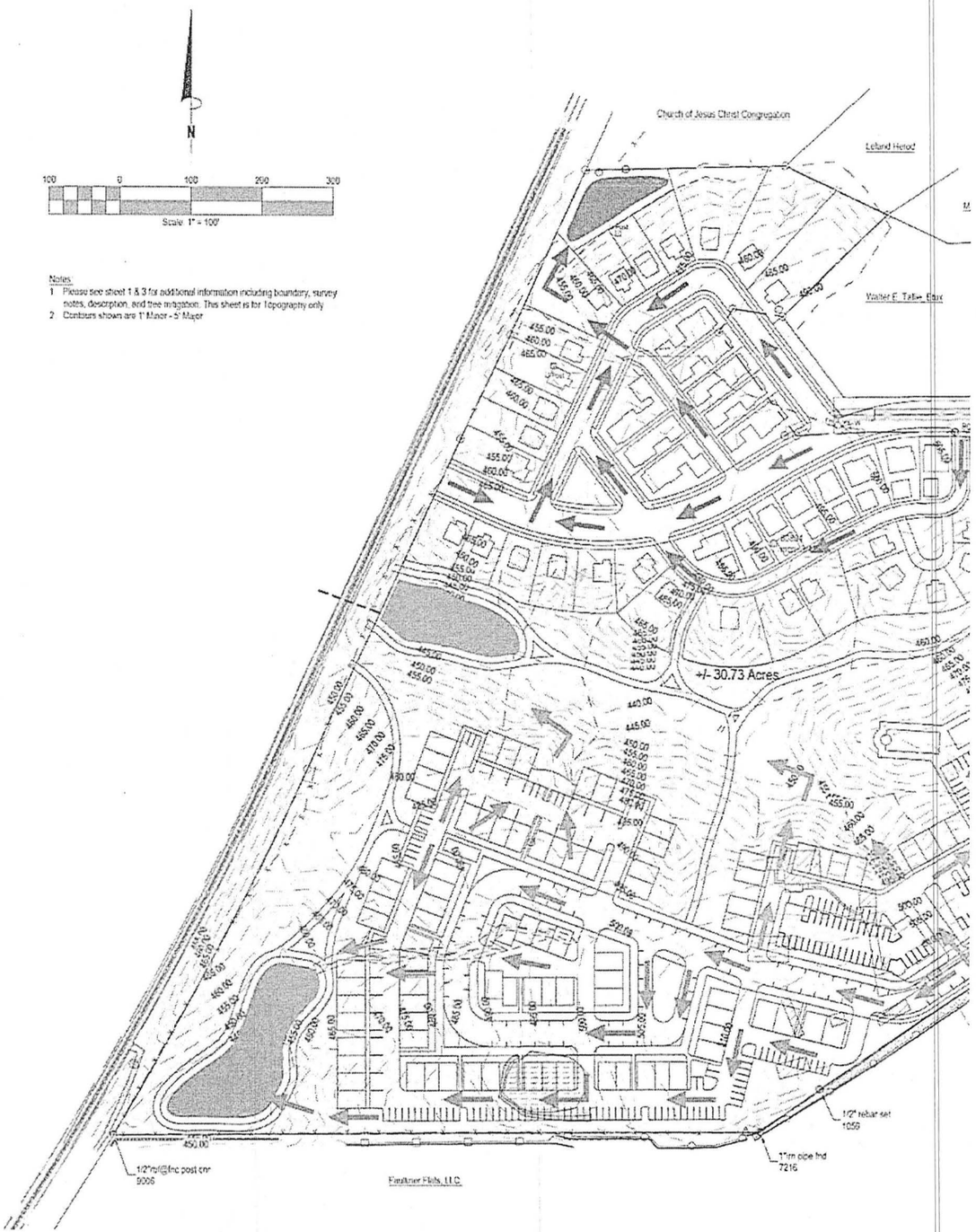

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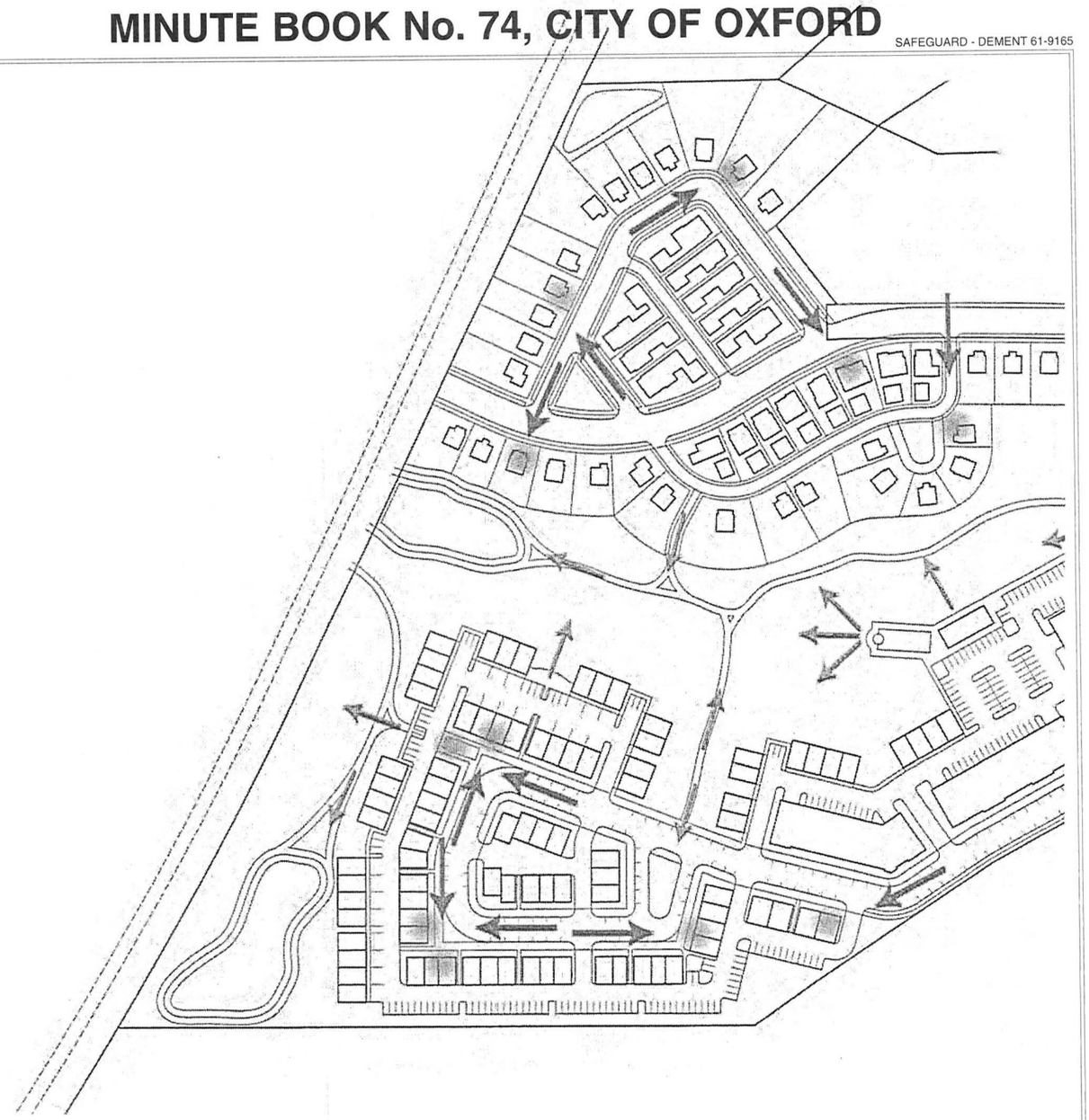

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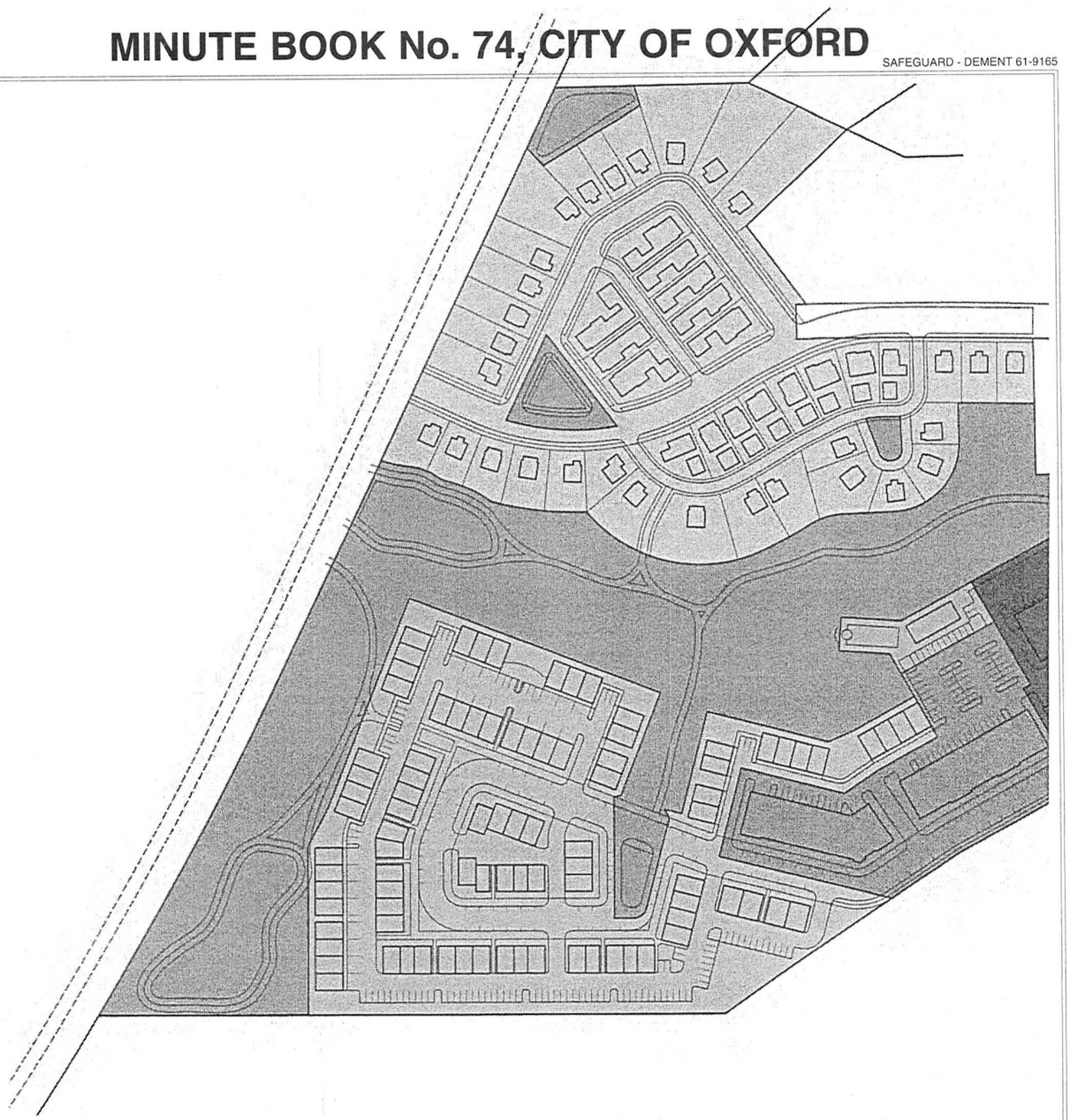

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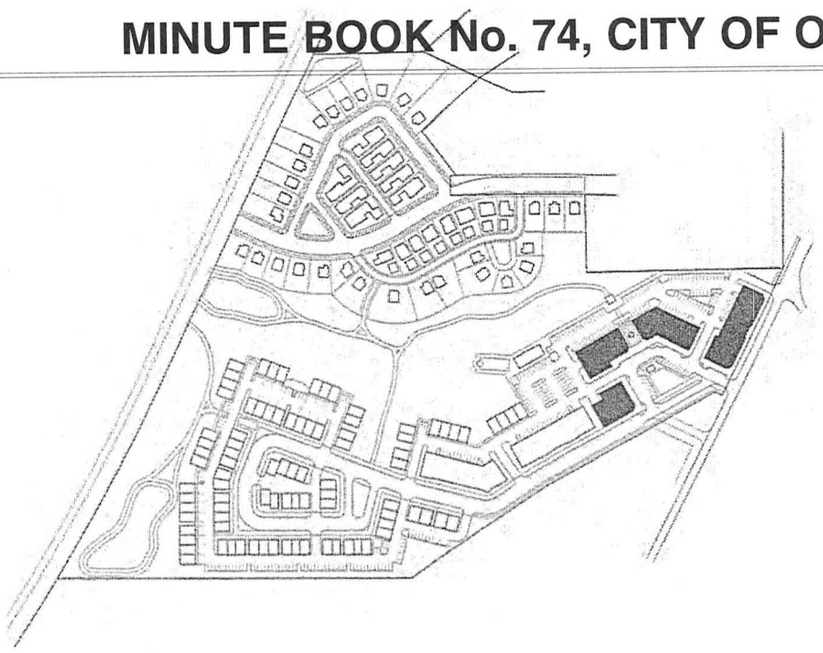
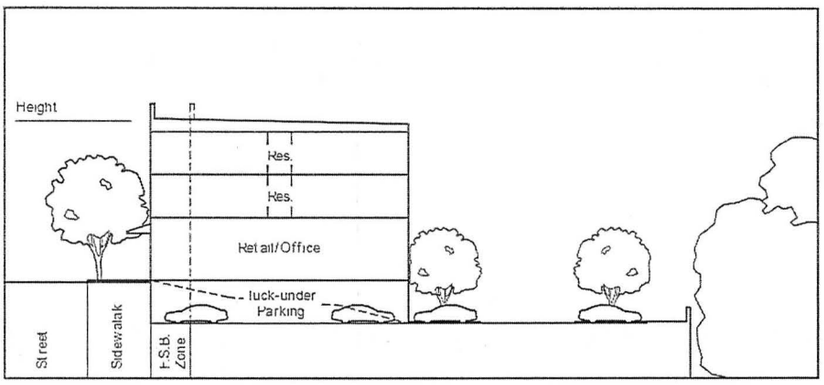
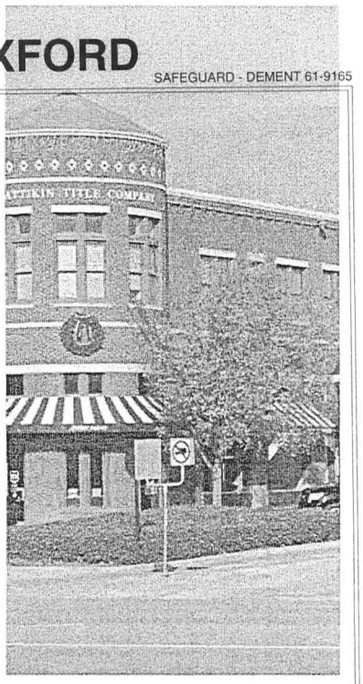
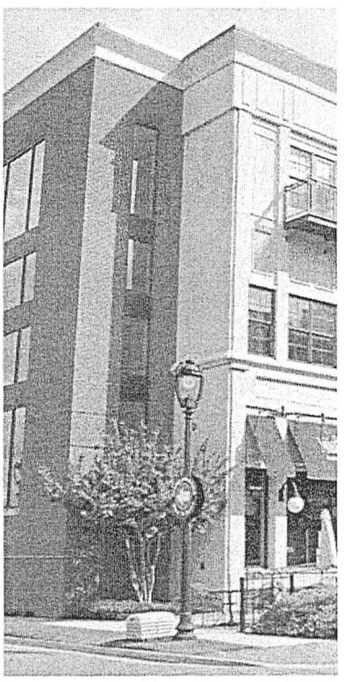


Regulating Plan



p Building Type Diagram





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Master Regulating Plan • Bulk Standards

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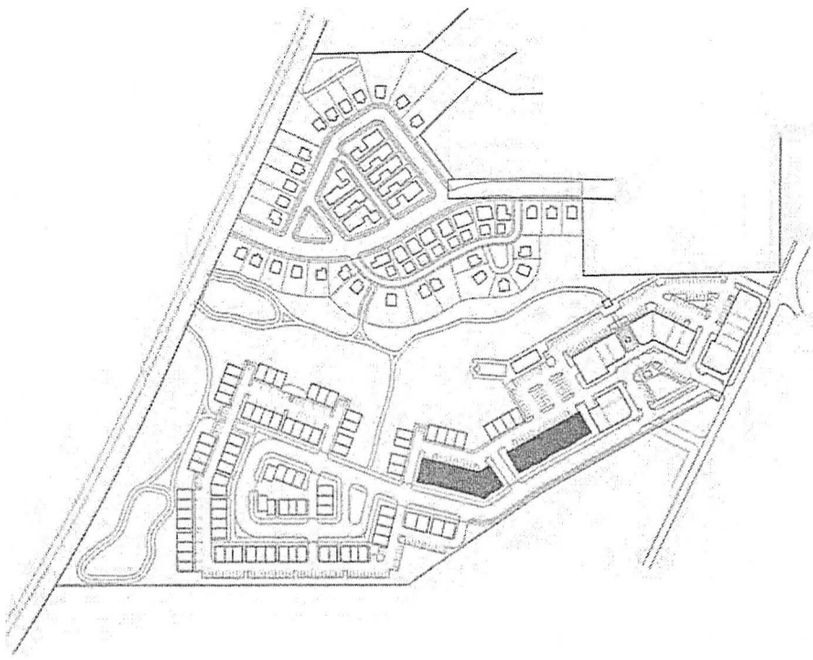
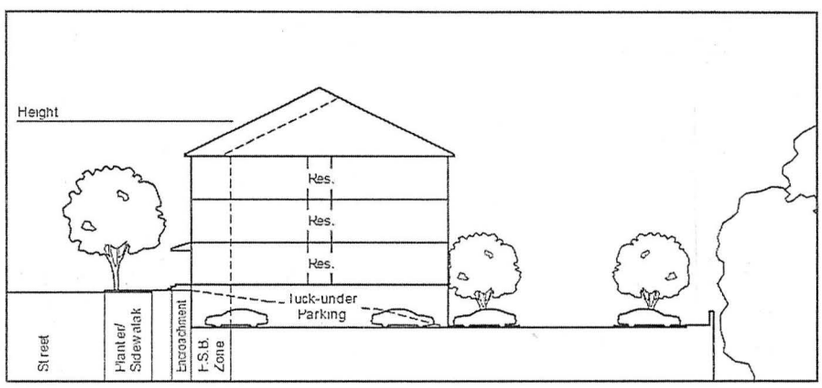
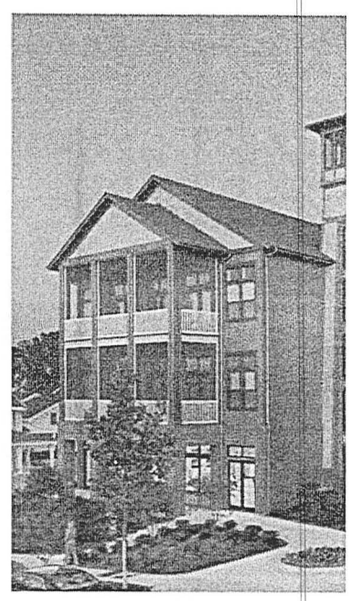
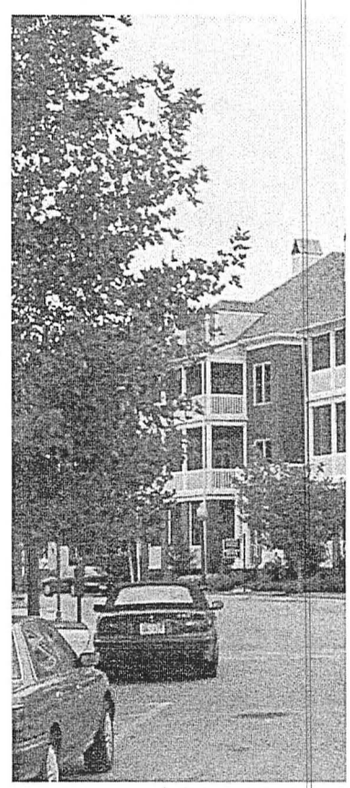


Regulating Plan



p Building Type Diagram





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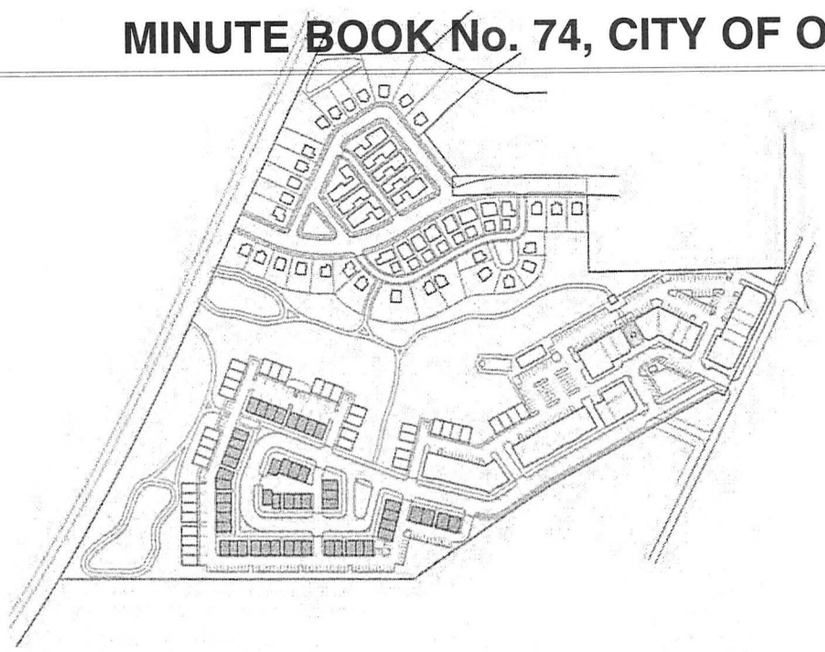

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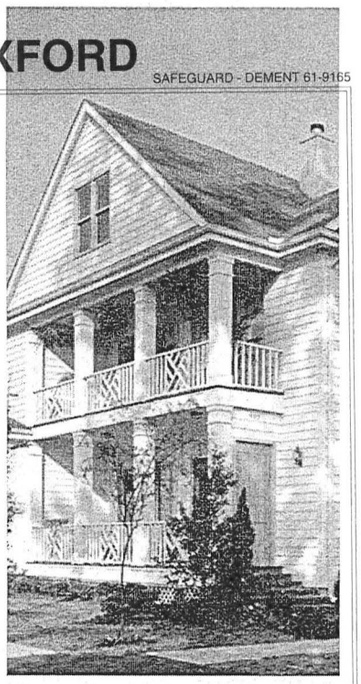

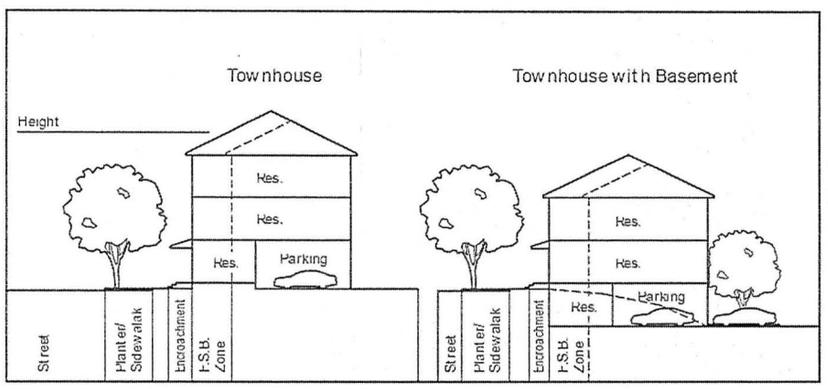

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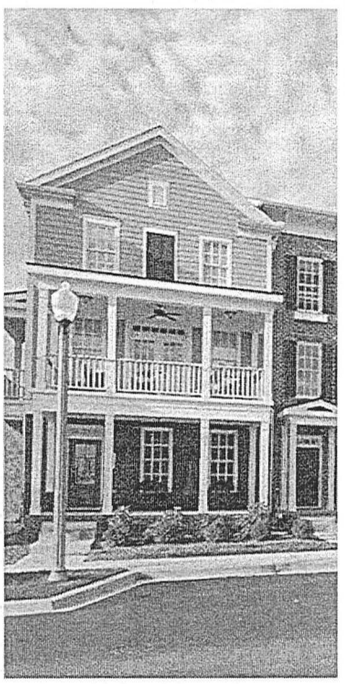

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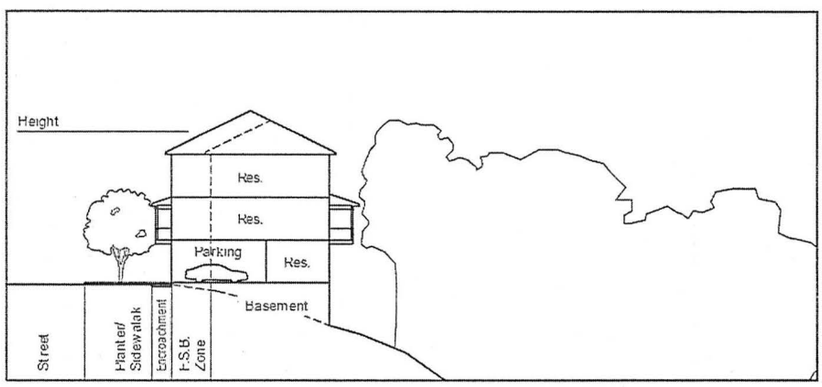

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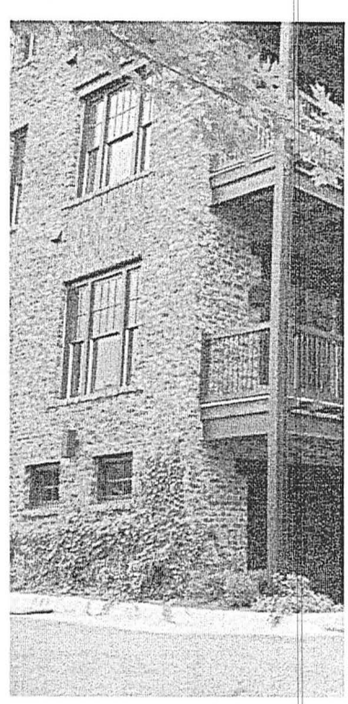

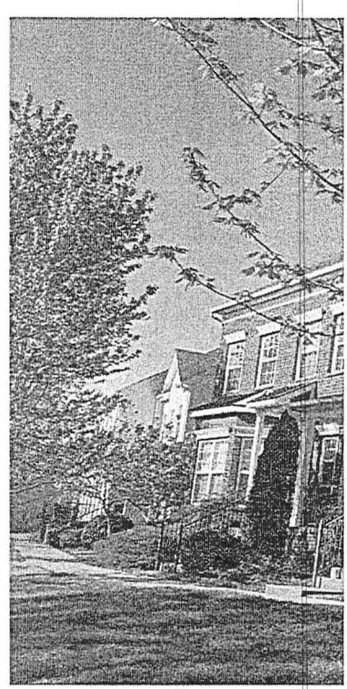

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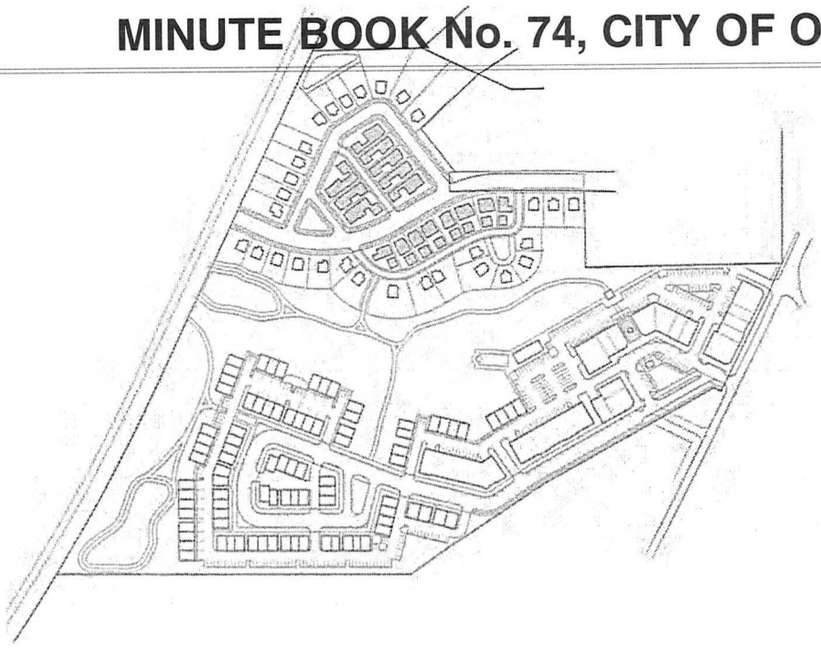

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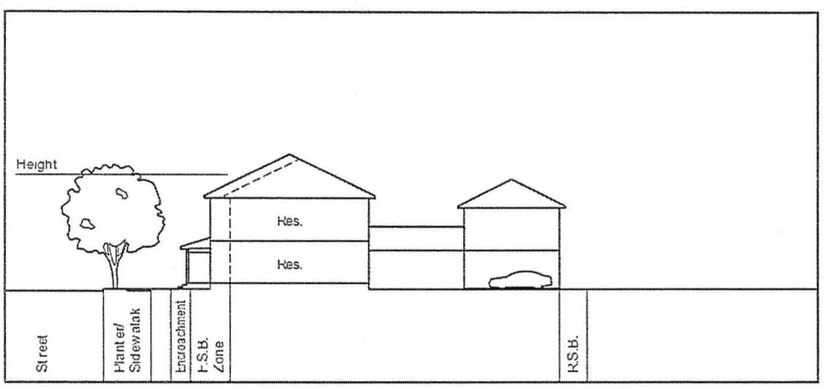

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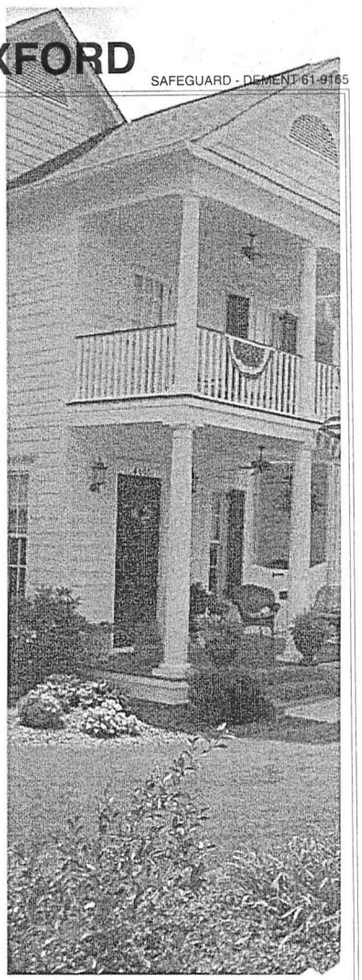

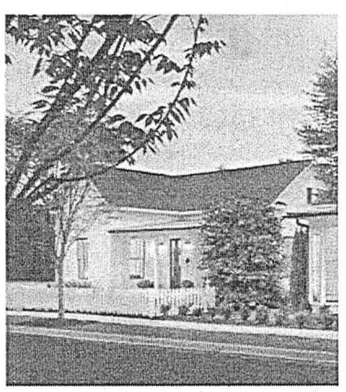

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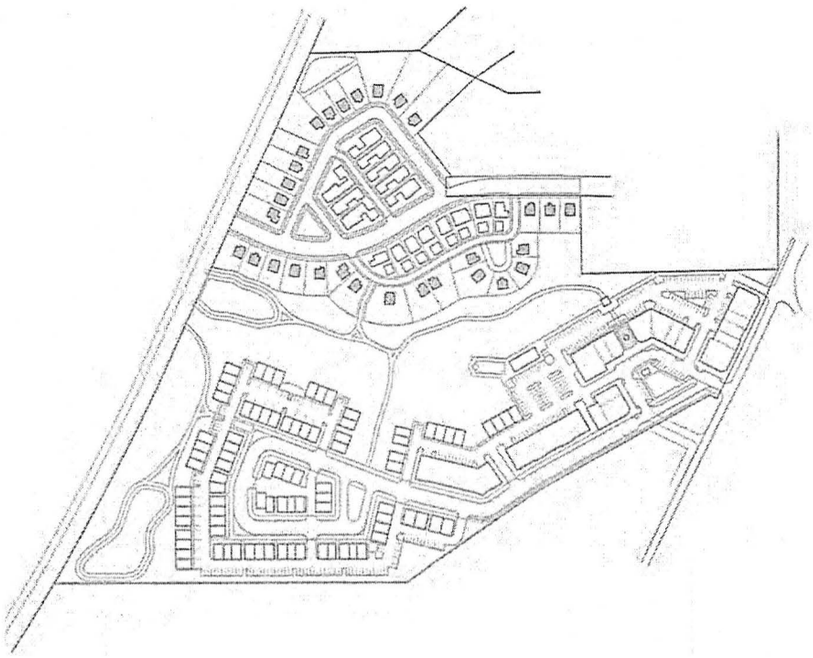

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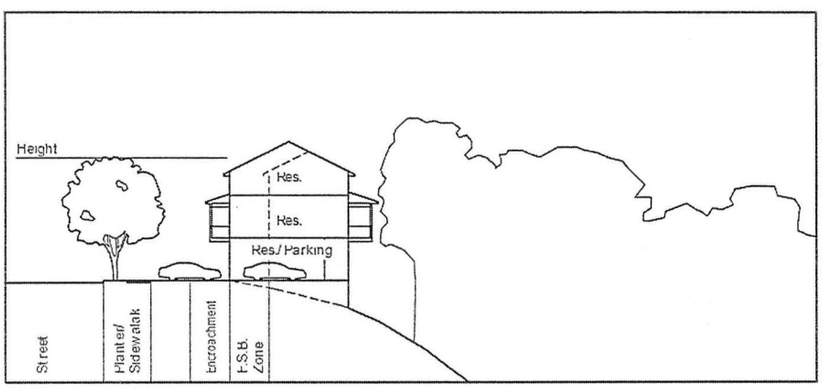

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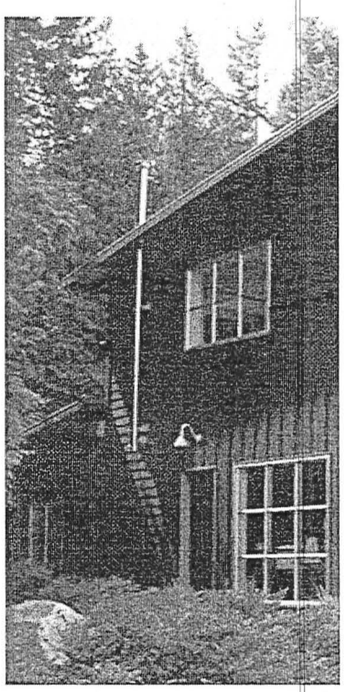

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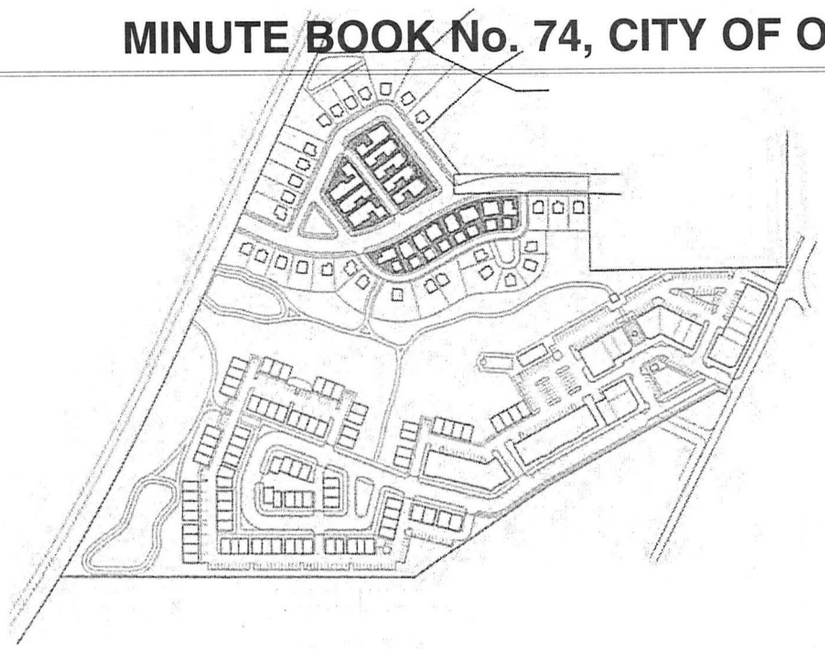

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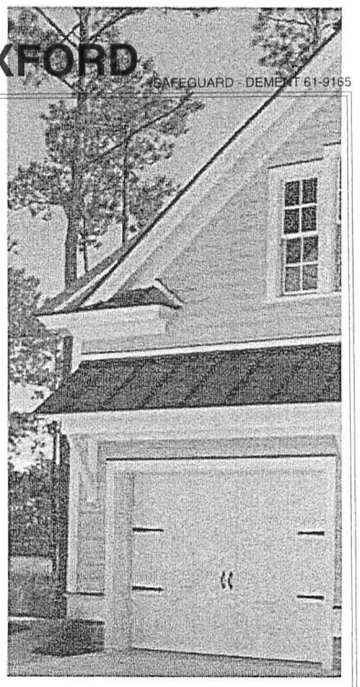

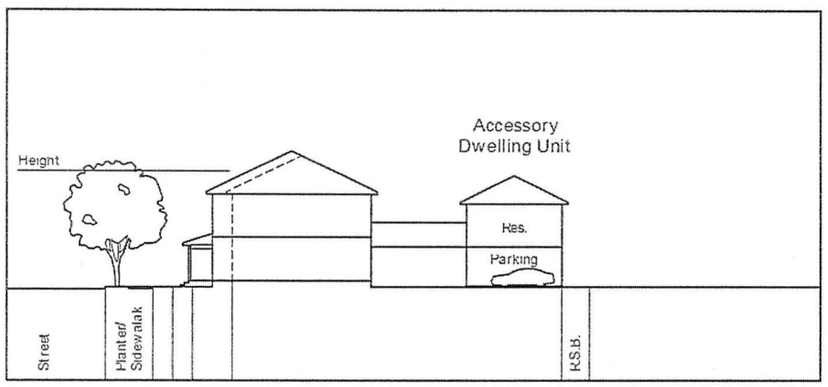

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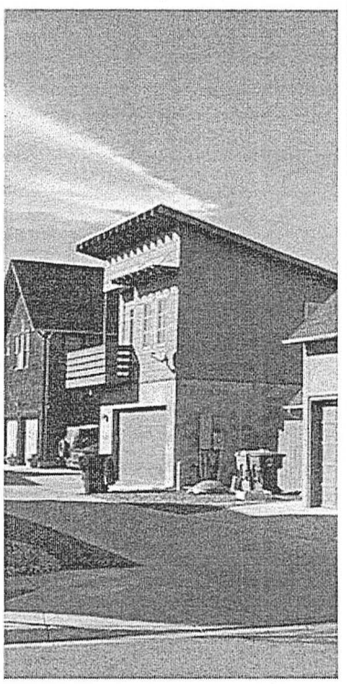

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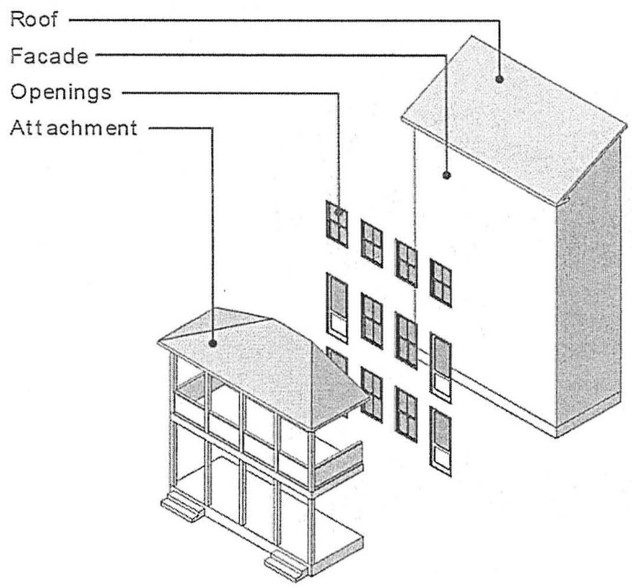
Architectural Standards

Building Elements



Applicability

The following standards apply to building elements that face a street or open space and side elements for a minimum distance of 15 feet from the front façade.

Facades

Presentation at Corners: Buildings located at the intersection of two streets shall address both streets with openings and either attachments or articulation of the facade. For the purposes of this standard an alleys/ lanes/drive aisles are not a street.

Presentation to Frontage: Building facades shall be built parallel to the primary street frontage, if the street frontage is not straight, building facades shall be built tangent to the street frontage.

Multiple Materials: Building walls shall only change primary materials along a horizontal line (with the heavier material below the lighter material), outside corners (where the material wraps the corner 2 ft. min.), or inside corners.

Openings

Primary Entrance: At least or located along the primary str public way shall be defined by

Windows: With the exception shall be square or vertically pr Muntins, if installed, shall be t both sides of the glazing. Sna square or vertically proportior

Shutters: If installed, shutter openings. Shutters that appe pearance of operability includ

Lintels: In masonry applicatic stone, masonry soldier, or ma

Sills: In masonry applications brick rowlock.

Trim: In non-brick application inches in width (nominal).

Garage Doors: Garage doors tural treatment such as a roo For Treehouse types, treat me

Attachments

Arcades: Arcades shall have a ft. min. and a clear height abc grade of 15 ft. min.

Awnings/ Canopies: Awnings/ have a depth of 6 ft. min. and above adjacent grade of 10 ft

Stoops: Stoops shall have a c ft. min.

Porches: Porches shall have a 6 ft. min.

Columns/ Posts: Columns anc tachments shall be no less tha Posts and columns shall gene base, shaft and capital. The b columns, and pedestals shall g with the face of the foundatic below. The outside face of po shall generally align with the f

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Open Space Standards

Natural Open Space

A Natural Preserve available for unstructured recreation. A Natural Open Space may be independent of surrounding building frontages. Its landscape shall consist of paths and trails, meadows, water-bodies (including stormwater ponds), woodland and open shelters, all naturalistically disposed. Natural Open Spaces will preserve mature vegetation and natural drainage corridors and patterns.

Minimum Size:	5 acres
Maximum Size:	15 acres
Location:	Preservation Areas
Max % of Overall Open Space:	80%

Square

An Open Space ava
purposes. Design is
on at least two side
includes paved walk
Squares serve as fo
hood.

Minimum Size:

Maximum Size:

Location:

Max % of Overall O

Plaza

An Open Space available for Civic purposes and Commercial activities. Design is formal. The space is surrounded by buildings on a minimum of two sides. It is composed primarily of pavement, and located at the heart of the neighborhood. Trees are optional.

Minimum Size:	5,000 square feet
Maximum Size:	20,000 square feet
Location:	Core
Max % of Overall Open Space:	5%

Green

An Open Space, ava
may be informal. Tl
least two sides. It i
cludes paved walks
natural features an
tributed throughout
tions.

Minimum Size:

Maximum Size:

Location:

Max % of Overall O

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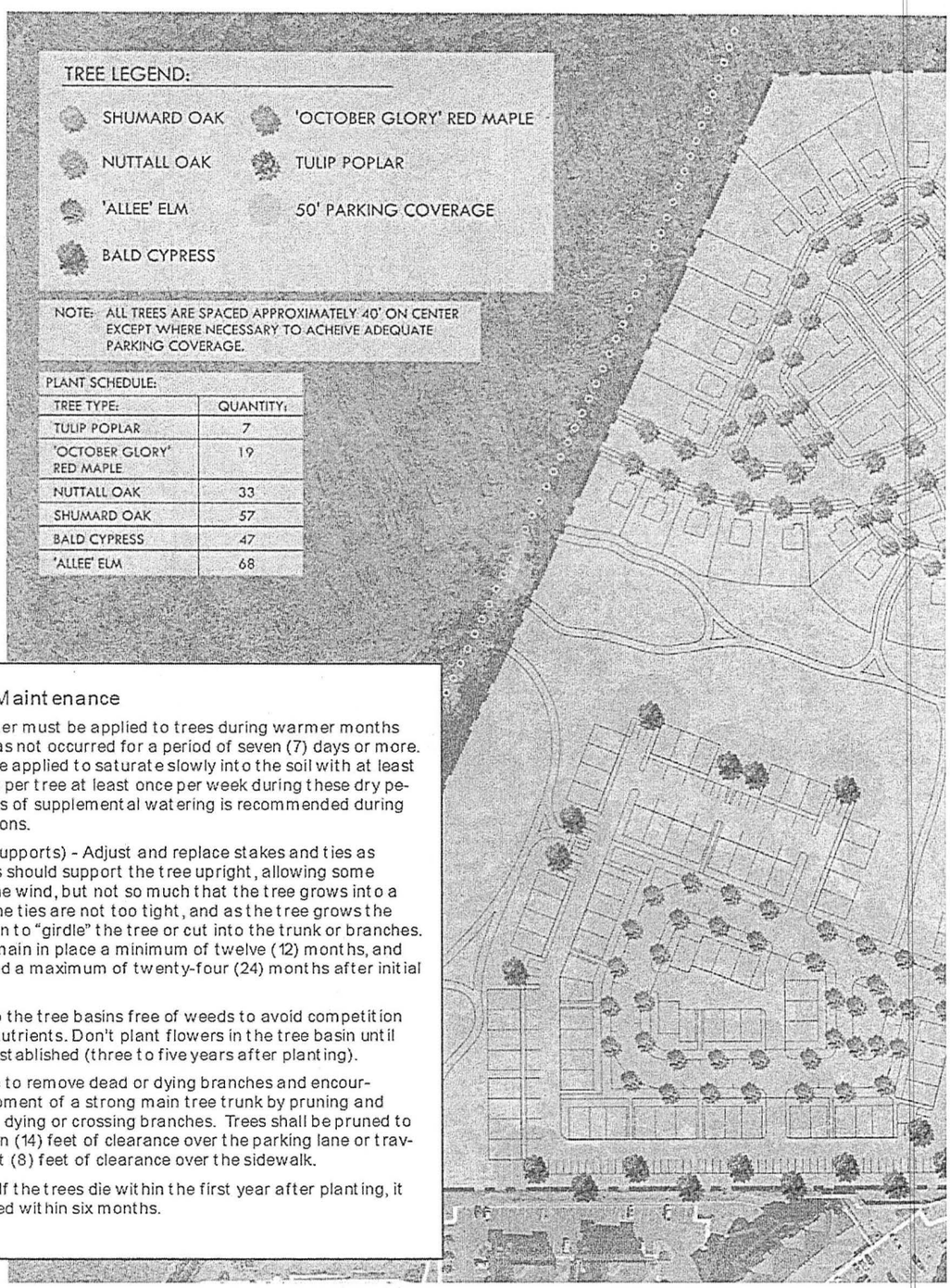

PLANT SCHEDULE:

TREE TYPE:	QUANTITY:
TULIP POPLAR	7
'OCTOBER GLORY' RED MAPLE	19
NUTTALL OAK	33
SHUMARD OAK	57
BALD CYPRESS	47
'ALLEE' ELM	68

Street Tree Maintenance

Watering - Water must be applied to trees during warmer months when rainfall has not occurred for a period of seven (7) days or more. Water should be applied to saturate slowly into the soil with at least ten (10) gallons per tree at least once per week during these dry periods. Two years of supplemental watering is recommended during drought conditions.

Staking (Tree Supports) - Adjust and replace stakes and ties as needed. Stakes should support the tree upright, allowing some movement in the wind, but not so much that the tree grows into a lean. Be sure the ties are not too tight, and as the tree grows the ties do not begin to "girdle" the tree or cut into the trunk or branches. Stakes shall remain in place a minimum of twelve (12) months, and shall be removed a maximum of twenty-four (24) months after initial planting.

Weeding - Keep the tree basins free of weeds to avoid competition for water and nutrients. Don't plant flowers in the tree basin until trees are fully established (three to five years after planting).

Pruning - Prune to remove dead or dying branches and encourage the development of a strong main tree trunk by pruning and removing dead, dying or crossing branches. Trees shall be pruned to provide fourteen (14) feet of clearance over the parking lane or travelway, and eight (8) feet of clearance over the sidewalk.

Replacement - If the trees die within the first year after planting, it must be replaced within six months.

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MINUTE BOOK No. 74 CITY OF OXFORD

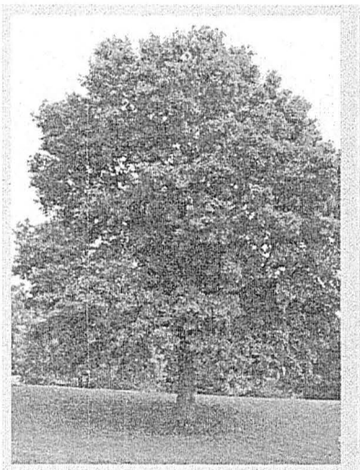
TREE SELECTION & PLANT MATERIAL

SAFEGUARD AGREEMENT 9185

Mature Size:
50' tall
35' wide

ALLEE ELM Ulmus parvifolia 'Emer II'

BALD CYPRESS Taxodium dis



Mature Size:
60'-80' tall
35'-50' wide

NUTTALL OAK Quercus nuttallii

RED MAPLE Quercus rubrum

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LANDSCAPE CHARACTER IMAGING

TRAILHEAD EXAMPLE No.1

TRAILHEAD EXAMPLE No.2

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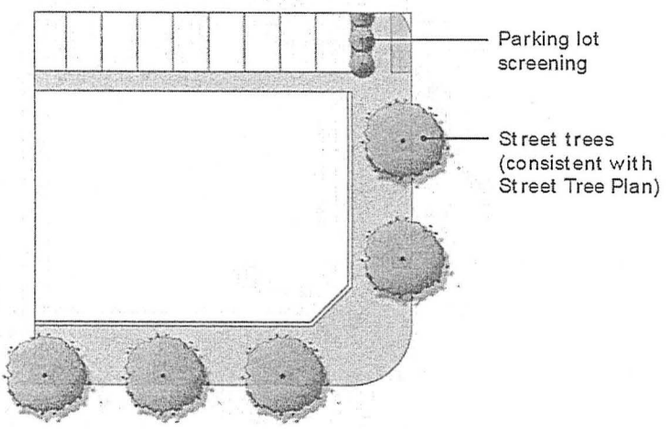
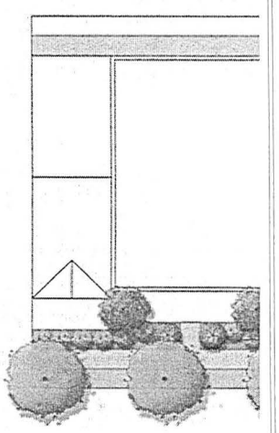
Typical Building Landscaping

Mixed-use/ Commercial



Flats



Laneway Townhouses

Laneway Townhouses are intended to preserve existing mature vegetation along the natural preserved open space.

Single-family

Single-family houses w
scape plans will be sub

Accessory Dwelling Units

Any landscaping for Accessory Dwelling Units will be included in the submittal for the principal house on the lot.

Civic

Landscape plans for C
case basis

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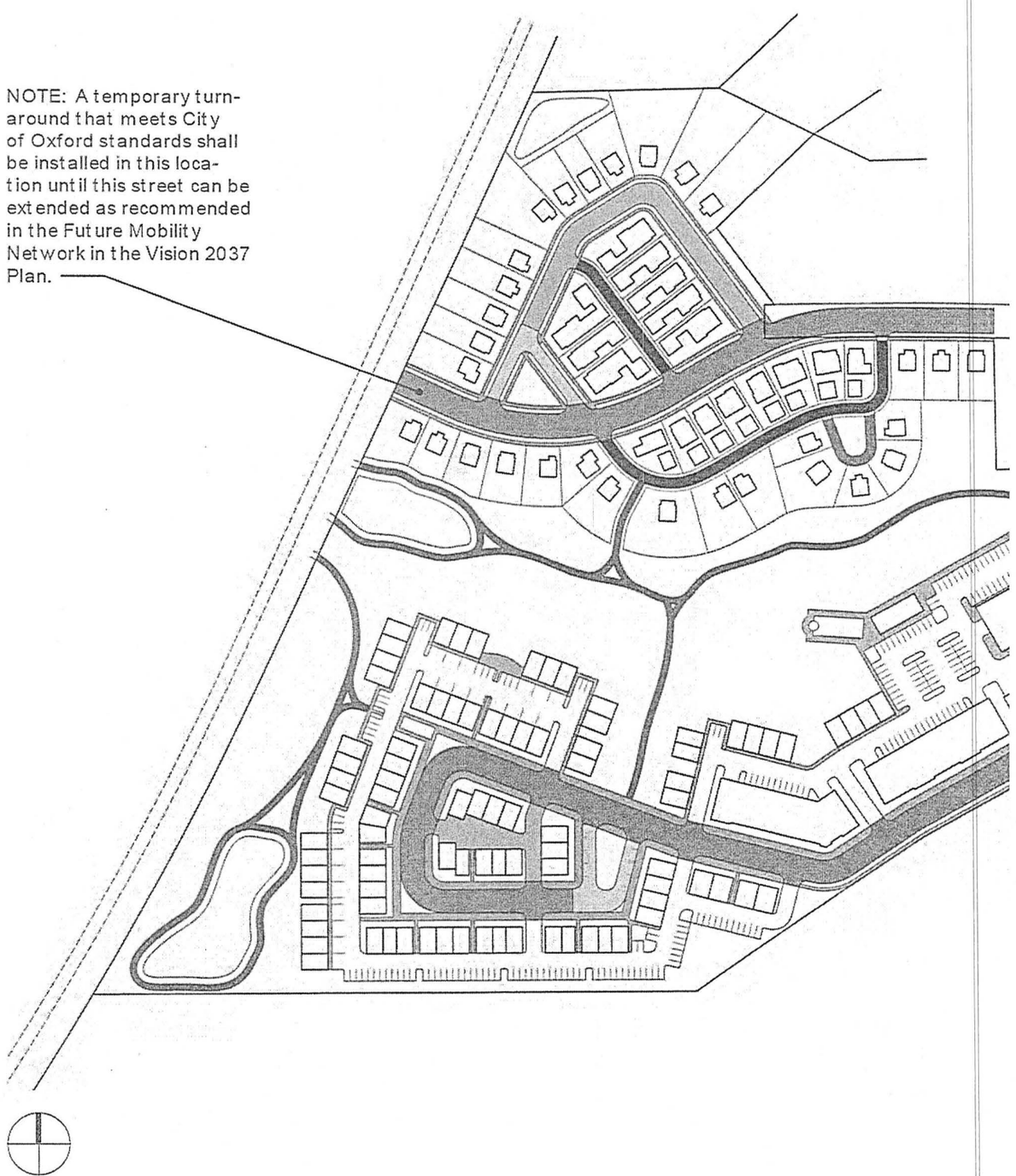

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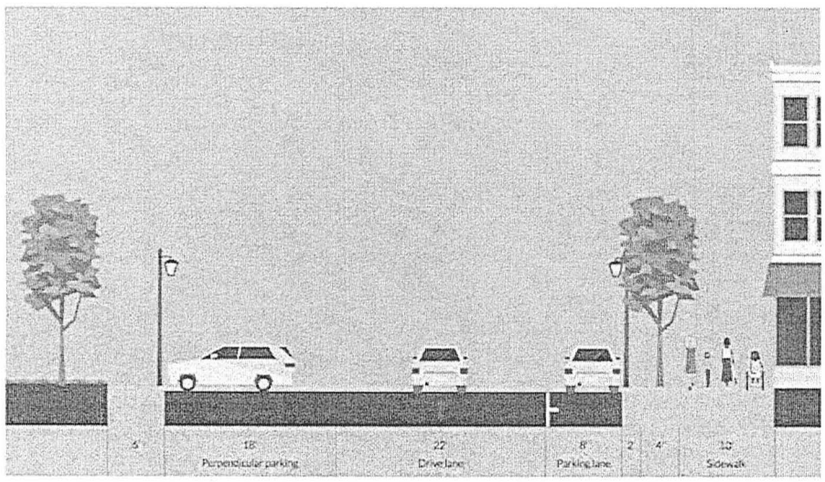
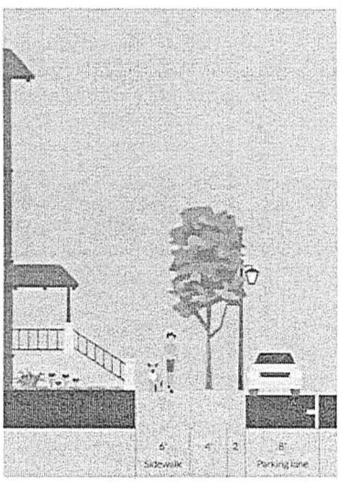
Street Standards

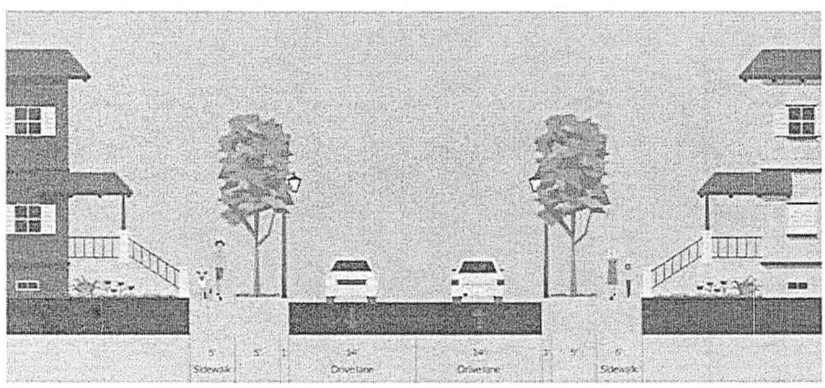
Main Street



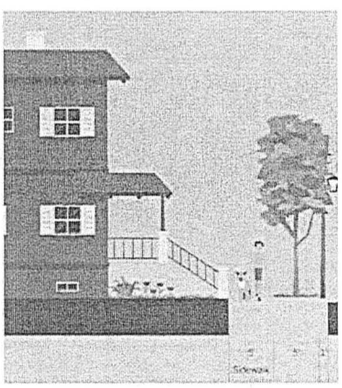
Avenue 1



Local 1



Local 2



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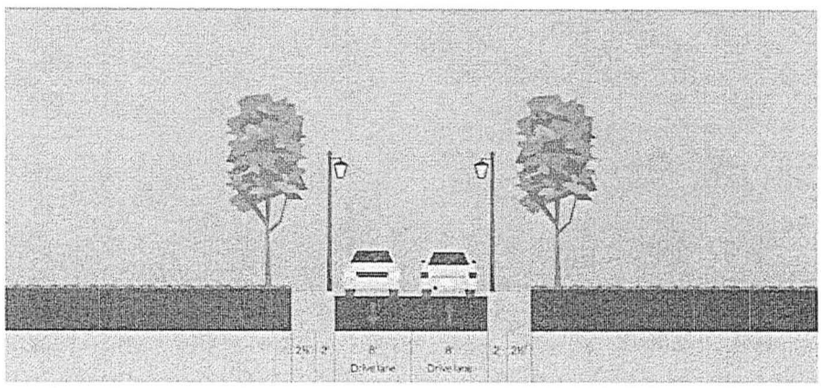
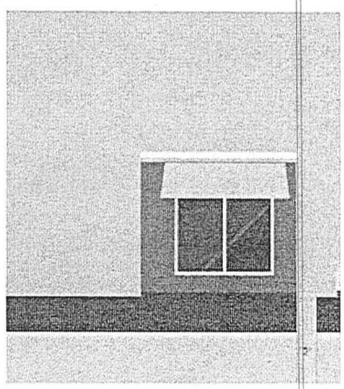
Street Standards

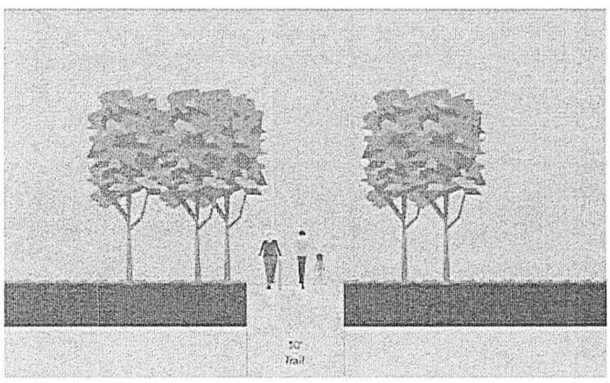
Rear Lane 1



Rear Lane 2



Trail



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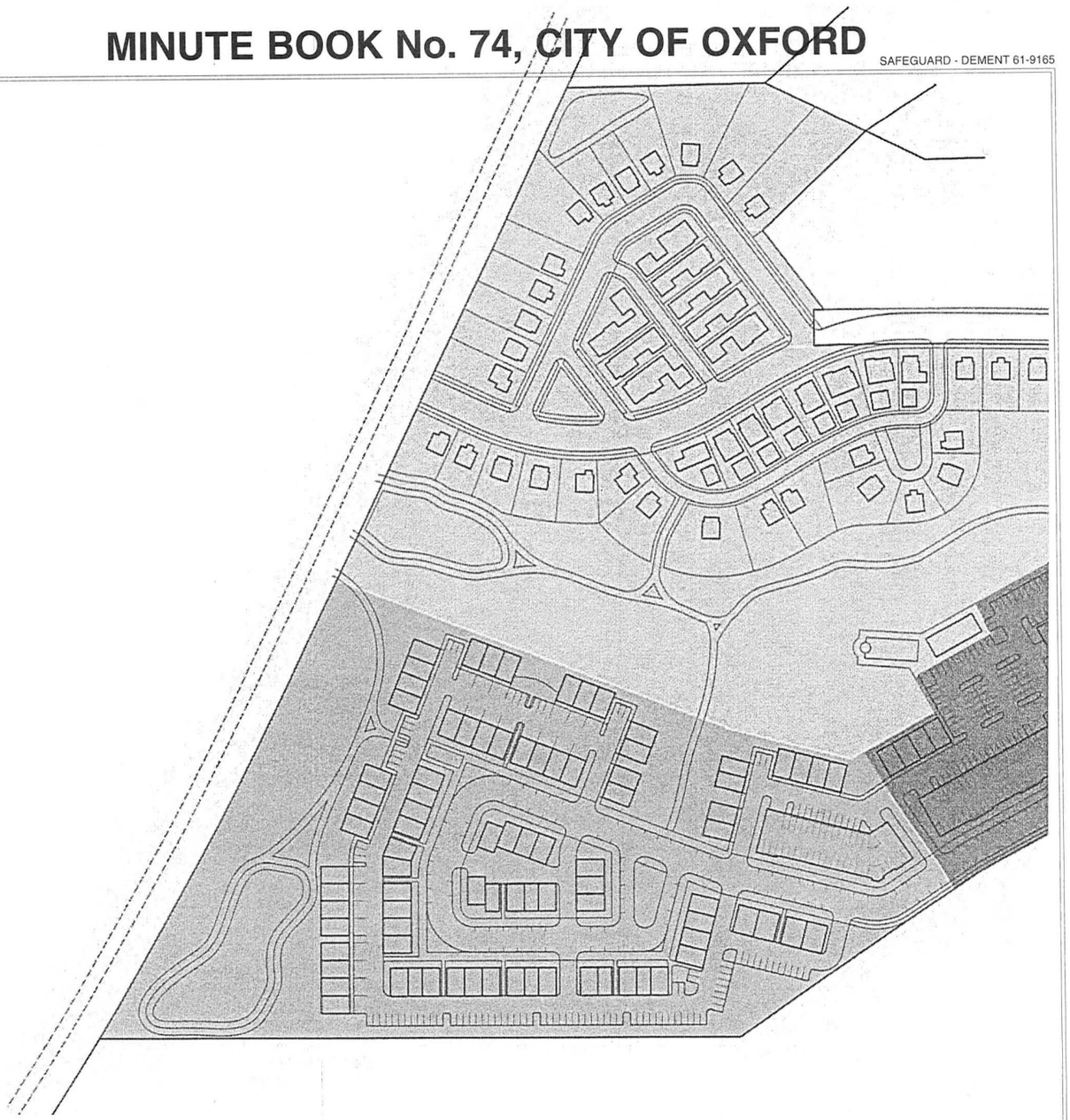

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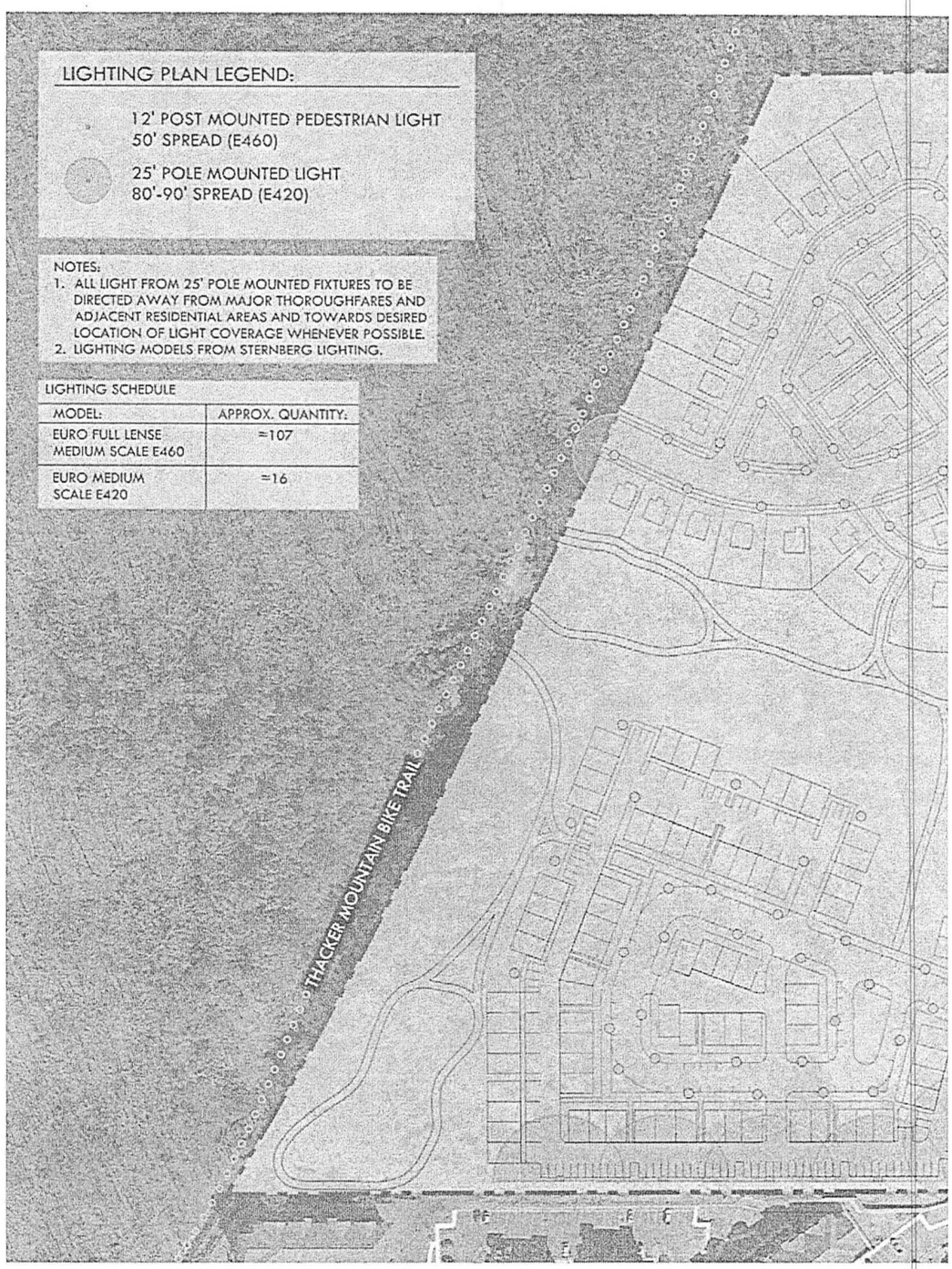

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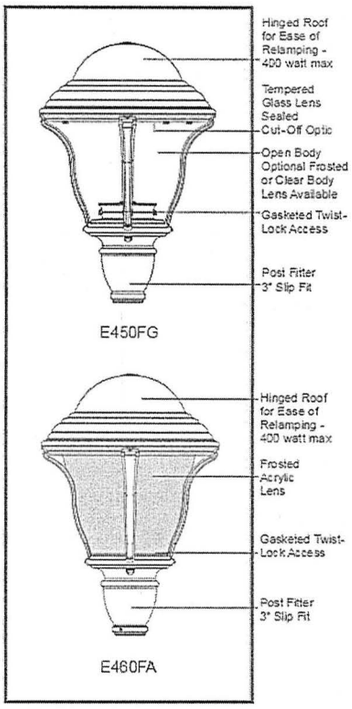
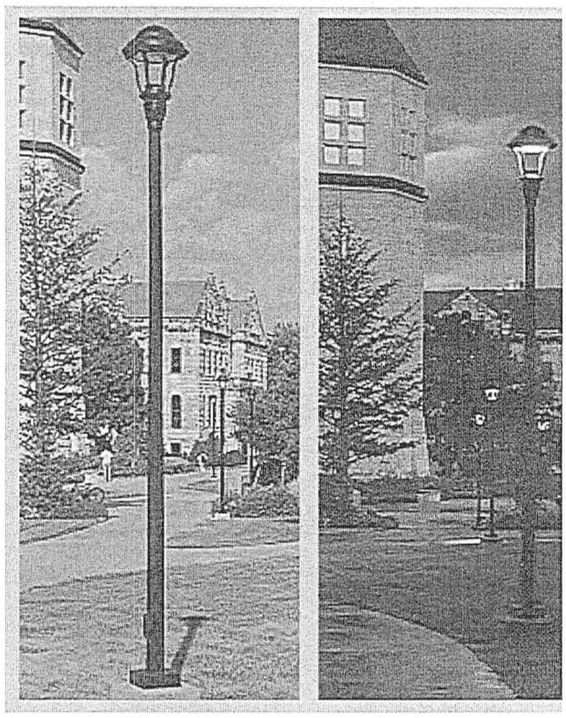
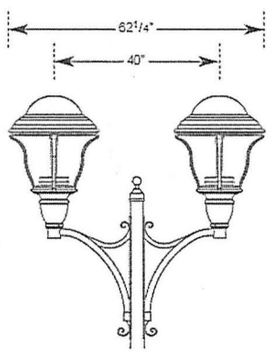
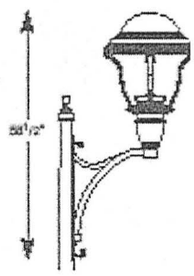
12' POST MOUNTED PEDESTRIAN LIGHT

EURO FULL LENSE MEDIUM SCALE- E460







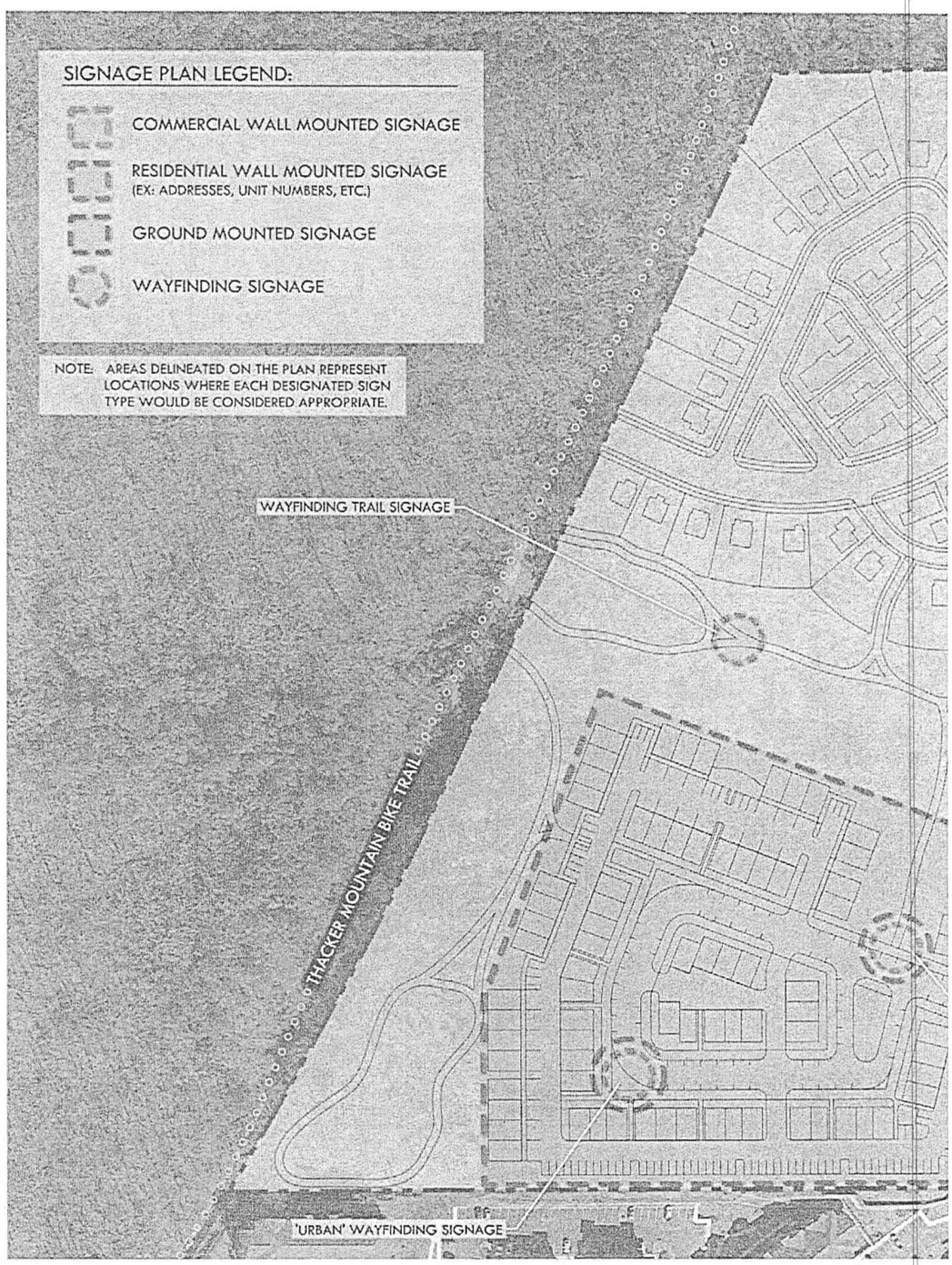


Taylor Ridge Traditional Neighborhc

Master Regulating Plan • Lighting Standards

4.14.17, Revised 7.5.17

SAFEGUARD - DEMENT 61-9165



Taylor Ridge Traditional Neighborho

Master Regulating Plan • Master Sign Plan

4.14.17, Revised 7.5.17

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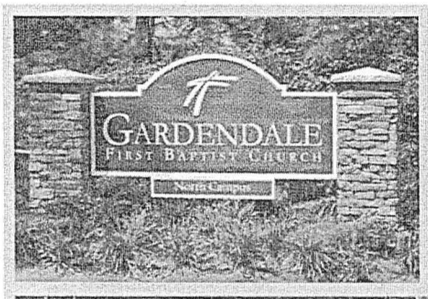
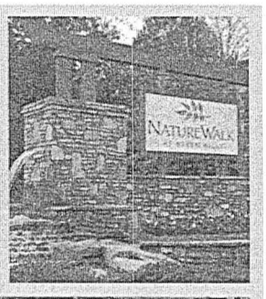
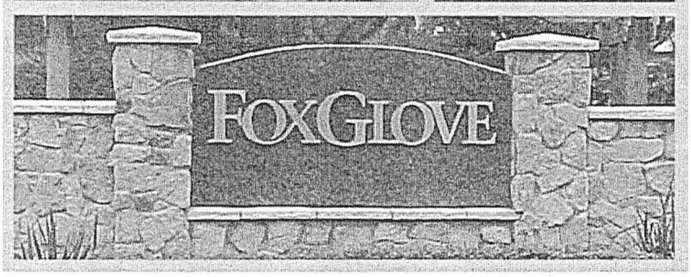
APPROPRIATE







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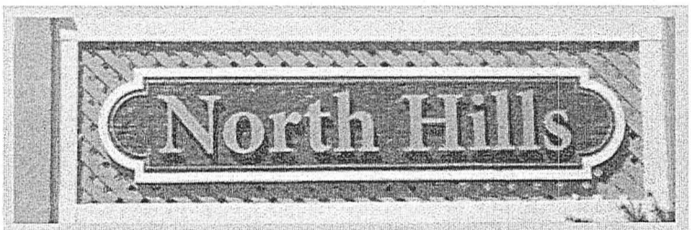

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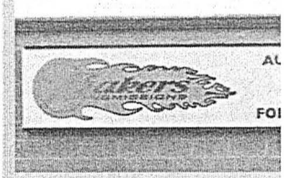

Taylor Ridge Traditional Neighborho

Master Regulating Plan • Signage Standards

4.14.17, Revised 7.5.17

SAFEGUARD - DEMENT 61-9165

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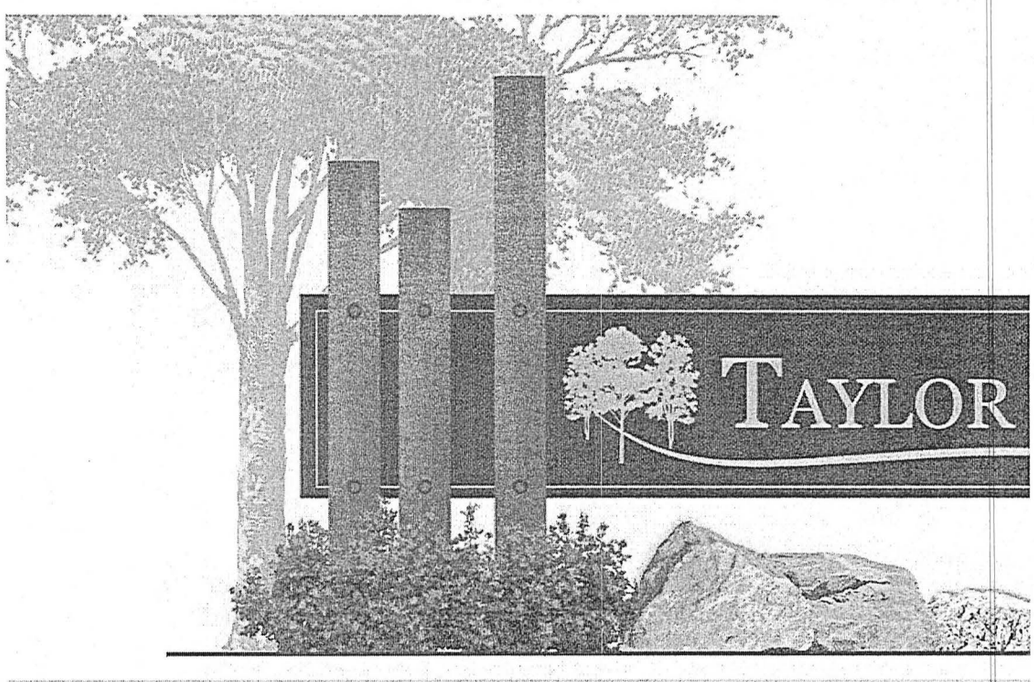
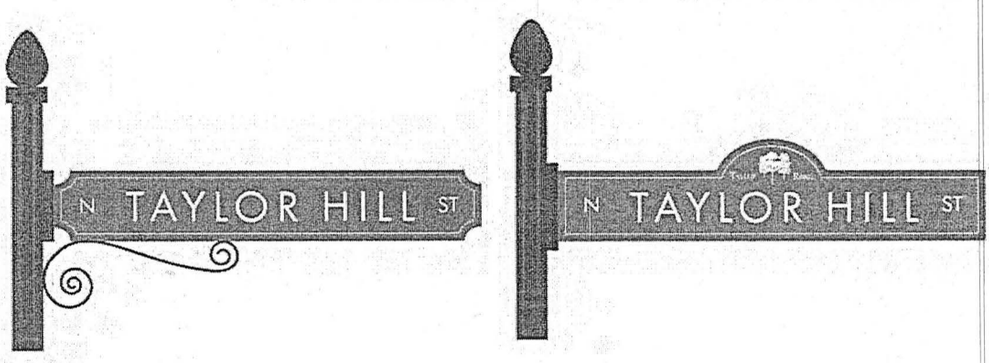
MONUMENT SIGNAGE CONCEPT





Taylor Ridge Traditional Neighborh

Master Regulating Plan • Monument Signage a

4.14.17, Revised 7.5.17

SAFEGUARD - DEMENT 61-9165

Taylor Ridge Traditional Neighborhood

Master Regulating Plan • Phasing Plan

4.14.17, Revised 7.5.17

SAFEGUARD - DEMENT 61-9165

BID TABULATION
WASTEWATER TREATMENT PLANT CLARIFIER WALKWAY
CITY OF OXFORD
107 COURTHOUSE SQUARE
OXFORD, MS 38655
BID DATE: AUGUST 14, 2017 - 2:00 P.M.

Bidder	MS License No.	Location
Hemphill Construction Company, Inc.	2449	Florence MS
McGregor Industrial Steel Fabrication, Inc.	10439	Oxford MS
T.L. Wallace Construction, Inc.	3770	Columbia MS

This is certified to be a true and correct tabulation of bids received.

David Daniels

David G. Daniels, PE
Daniels & Associates, Inc.
265 N Lamar Blvd, Ste D
Oxford, MS 38655

Confidential Inforr

HARRIS SHELTON HANOVER WALSH PLLC
MINUTE BOOK No. 74, CITY OF OXFORD

Milton D. Hobbs, Jr.
dhobbs@harrisshelton.com
Oxford Office

August 30, 2017

VIA ELECTRONIC MAIL/
VIA HAND DELIVERY
City of Oxford, Public Works Division
Attention: Mr. Bart Robinson, PE
City Engineer and Public Works Director
bart@oxfordms.net

Re: Request on timing of Dedication of Belk Boulevard and South Lamar/Belk Boulevard Roundabout and Certificate of Occupancy for the Replacement Hospital

Dear Mr. Robinson:

My firm represents Baptist Memorial Hospital-North Mississippi, Inc. ("BMH-NM"). As you know, BMH-NM should complete construction of its replacement hospital on Belk Boulevard in November of 2017 and plans to start admitting and transferring patients to the replacement hospital in late November or December of 2017.

Most of the construction work on the new portion of Belk Boulevard which BMH-NM has constructed (and some of the related infrastructure improvements) as demanded by the City of Oxford (the "City") has been completed as to Belk Boulevard itself. However, the roundabout to be located at the intersection of South Lamar Boulevard and Belk Boulevard has not yet been constructed nor has the work related to the re-routing of the original Belk Boulevard been completed.

BMH-NM is required to and will dedicate the new portion of Belk Boulevard, the above-referenced roundabout and the portion of the re-routed original Belk Boulevard that is not already owned by the City to the City.

BMH-NM simply desires to dedicate all of this real property and the related improvements to the City at one time so that it does not have to go through the legal, engineering and construction processes related to such dedication at two or three separate times.

BMH-NM is requesting that the City allow it to dedicate the newly constructed portion of Belk Boulevard, the to-be-constructed roundabout at the intersection of South Lamar and Belk and the re-routed portion of old Belk to the City at one time by the end of 2018, as BMH-NM cannot begin to construct the new roundabout or re-align old Belk until all of its patients are transferred to the Replacement Hospital for various patient health and safety issues and public safety issues related to its move to the Replacement Hospital.

DOWNTOWN MEMPHIS
One Commerce Square
40 S. Main Street, Suite 2700
Memphis, Tennessee 38103-2555
ph 901-525-1455
f 901-526-4084

EAST MEMPHIS
999 S. Shady Grove, Suite 300
Memphis, TN 38120-4126
ph 901-682-1455
f 901-682-4446

OXFORD
829 North Lamar Blvd., Suite 2
Oxford, Mississippi 38655
ph 662-234-7447
f 662-234-3776

Therefore, BMH-NM hereby requests that the City issue a full Certificate of Occupancy to BMH-NM once the construction of the Replacement Hospital itself is complete and once it passes building inspections by the City, with assurances from BMH-NM that it will complete construction of the above-referenced roundabout and the construction of the re-route of old Belk Boulevard by the end of 2018 and then dedicate all of such real property and improvements to the City by the end of 2018.

Please ask the Mayor and Board of Aldermen to consider this request from BMH-NM at its next meeting. Please don't hesitate to contact me or Bill Henning with any question related to this request.

Sincerely,

Milton D. Hobbs, Jr.

MDH/amd

cc: Bill Henning, CEO of BMH-NM (via email – Bill.Henning@bmhcc.org)
Waid Ray, Esq. (via email – Waid.Ray@bmhcc.org)

SAFEGUARD - DEMENT 61-9165

Sewer Discharge Agreement

This agreement is made and entered into by and between SMW Manufacturing, Inc. (SMW) and the City of Oxford, Mississippi (Oxford) on September 5, 2017.

Background

Oxford provides water and sewage service to the SMW plant located at 36 County Road 166, Oxford, MS.

SMW's manufacturing process evaporates and reuses a portion of its water purchased from Oxford with a reverse osmosis system.

SMW discharges less water to the sewer system than it purchases from Oxford.

SMW's waste water system is equipped with flow meters that measure the volume of water discharged to Oxford's sewer system.

Agreement

SMW agrees to submit discharge readings on a monthly basis, on or before the 15th day of each month to Oxford based on data provided by the flow meters on the water system.

SMW agrees to have the flow meters calibrated annually by a contractor acceptable to Oxford.

SMW will submit the calibration report to Oxford within 10 business days of receipt.

Oxford agrees to bill SMW sewage charges only for water actually discharged as evidenced by the flow meters.

_____

Rich DesCoteaux
General Manager
SMW Manufacturing

_____

Robyn Tannehill
Mayor
City of Oxford

SAFEGUARD - DEMENT 61-9165

DEVELOPMENT AGREEMENT, COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

OLD OAKS OF OXFORD

Grantor:
Walker & Walker Enterprises, LLC
3891 Forest Hill Irene
Memphis, TN 38125
(901) 683-1440

Grantee:
The City of Oxford, Mississippi
107 Courthouse Square
Oxford, MS 38655
(662) 236-1310

Indexing Instructions:
Section 25, Township 8 South, Range 3 West, Lafayette County, Mississippi,

Prepared by and Return to:
John D. Mayo, MSB# 102463
Mayo Mallette PLLC
P.O. Box 1456
Oxford, MS 38655
(662) 236-0055

Confidential Information - For Board Use Only - Do not Redistribute

 SAFEGUARD - DEMENT 61-9165

DEVELOPMENT AGREEMENT

This Development Agreement is made this ____ day of September, 2017 by Walker & Walker Enterprises, LLC (the "Developer") and The City of Oxford, Mississippi, a municipal corporation.

WHEREAS, the Developer is planning a development, Old Oaks of Oxford, in an area of Lafayette County, Mississippi, more particularly described in Exhibit A, that is located outside of one mile from the City of Oxford city limits and is therefore under the authority of the Mississippi Public Service Commission (the "PSC"); and

WHEREAS, the Developer has requested that the City of Oxford petition the PSC for the authority to amend the City's existing sewer certificate to be able to provide sewer service to the new subdivision; and

WHEREAS, the City of Oxford does hereby conditionally agree to petition the PSC for the authority to amend the City's existing sewer certificate to be able to provide sewer service to the new subdivision subject to the following conditions:

- Final approval by the Oxford Planning Commission and Oxford Board of Aldermen with conditions as stated by the respective bodies;
- Final approval by the Lafayette County Board of Supervisors;
- Final approval of the sewer plans, route of new force main, and appropriate method(s) of metering and billing by the City of Oxford Department of Public Works;
- Developer's procurement of utility easements from all necessary properties for placement of new force main and all other improvements;
- Completion of all necessary infrastructure in accordance with the City of Oxford's specifications;
- Final Inspection by the City of Oxford's Public Works Department;
- Acceptance of Maintenance by the City of Oxford's Mayor and Board of Aldermen; and
- Expansion of the Certificated Area through actions of the PSC with the legal expense for said action to be paid by or on behalf of the Developer

WHEREAS, the Developer does hereby agree to the conditions stated herein as consideration for the City of Oxford petitioning the PSC and also for providing sewer service to the new certificated area; and

WHEREAS, the Developer does agree that as further consideration to the City of Oxford at the time the Developer seeks approval by the City of Oxford Planning Commission and Board of Aldermen, the Developer will petition the City of Oxford for Annexation utilizing the form petition attached hereto as Exhibit B, and as such, will place on all lots and common areas included in Old Oaks of Oxford the restrictive covenants stated within the petition; and

WHEREAS, it is the intent of the parties to this Development Agreement that the agreement will be filed of record in the land records of the Chancery Clerk of Lafayette County, Mississippi and that the terms and conditions outlined in this agreement will be restrictive covenants that will run with the property described herein and to all future purchasers, successors, and assigns thereof.

NOW, THEREFORE, for the consideration of the mutual agreements and conditions stated herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Walker & Walker Enterprises, LLC and The City of Oxford do hereby agree as follows:

1. The City of Oxford does hereby agree to petition the PSC for the authority to amend the City's existing sewer certificate to be able to provide water and sewer service to the Old Oaks of Oxford subdivision, which is being developed by Walker & Walker Enterprises, LLC.

2. Walker & Walker Enterprises, LLC agrees to pay unto the City of Oxford the legal costs incurred by the City in petitioning the PSC for authority to provide sewer service to Old Oaks of Oxford subdivision.

3. Walker & Walker Enterprises, LLC understands and agrees that as consideration to the City of Oxford, Walker & Walker Enterprises, LLC and its successors and assigns, will abide by each and every condition stated herein and above.

IN WITNESS WHEREOF, the following have caused this instrument to be executed under seal, whose names are set forth below, this ____ day of _____, 2017.

Walker & Walker Enterprises, LLC

_____

By:

The City of Oxford

_____

Robyn Tannehill, Mayor

_____

Ashley Atkinson, City Clerk

SAFEGUARD - DEMENT 61-9165

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

This day personally appeared before me, the undersigned authority, in and for the jurisdiction aforesaid, the within named, _____, who acknowledged that he is the _____ of Walker & Walker Enterprises, LLC, a Mississippi limited liability company, and that for and on behalf of said company, and as its act and deed, executed the above and foregoing instrument, after first having been duly authorized by said company so to do.

Given under my hand and official seal on this the _____ day of _____, 2017

_____
NOTARY PUBLIC

My Commission Expires:

_____

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

This day personally appeared before me, the undersigned authority, in and for the jurisdiction aforesaid, the within named, Robyn Tannehill, Mayor of the City of Oxford, and Ashley Atkinson, City Clerk of the City of Oxford, whom each acknowledged that for and on behalf of the City of Oxford, Mississippi, a municipal corporation, and as the act and deed of said municipality, they executed the above and foregoing instrument, after first having been duly authorized by said municipality so to do.

Given under my hand and official seal on this the _____ day of _____, 2017

_____
NOTARY PUBLIC

My Commission Expires:

_____

Exhibit A
Legal Description

A fraction of the Northeast Quarter of Section 25, Township 8 South, Range 3 West, Lafayette County, Mississippi and being described in more detail in the following tract descriptions:

Tract I
Beginning at an existing ¾" iron pipe accepted as the Northeast corner of said Section 25, run thence South 0 degrees 00 minutes 11 seconds East a distance of 2715.12 feet to an existing ¾" iron pipe at a fence corner; thence North 88 degrees 55 minutes 52 seconds West along a fence line a distance of 1354.64 feet to an existing ¾" iron pipe at a fence corner; thence North 89 degrees 11 minutes 35 seconds West leaving said fence a distance of 621.20 feet to an iron rod; thence North 0 degrees 46 minutes 28 seconds West a distance of 1267.61 feet to an iron rod; thence South 89 degrees 13 minutes 32 seconds West a distance of 660.00 feet to an existing ¾" iron pipe; thence North 0 degrees 46 minutes 28 seconds West a distance of 945.22 feet to an iron rod on the East right of way line of County Road No. 217; thence North 18 degrees 13 minutes 31 seconds East along said right of way line a distance of 131.20 feet to a point; thence North 16 degrees 42 minutes 15 seconds East along said right of way line a distance of 34.97 feet to a point; thence North 14 degrees 09 minutes 00 seconds East along said right of way line a distance of 133.46 feet to a point; thence North 13 degrees 44 minutes 43 seconds East along said right of way line a distance of 102.45 feet to a point; thence North 16 degrees 32 minutes 46 seconds East along said right of way line a distance of 115.89 feet to a point; thence North 26 degrees 12 minutes 02 seconds East along said right of way line a distance of 15.04 feet to an iron rod; thence South 89 degrees 13 minutes 14 seconds East leaving said right of way line a distance of 2517.78 feet to the iron pipe marking the point of beginning of this description. Tract I contains 145.11 acres, more or less. This property is subject to a prescriptive easement for County Road No. 238.

Tract II
Beginning at existing ½" iron pipe accepted as the Northwest corner of the Northeast Quarter of said Section 25, run thence South 89 degrees 13 minutes 14 seconds East a distance of 100.09 feet to an iron rod on the West right of way line of County Road No. 217; thence South 16 degrees 32 minutes 46 seconds West along said right of way line a distance of 117.11 feet to a point; thence South 13 degrees 44 minutes 43 seconds West along said right of way line a distance of 103.50 feet to a point; thence South 14 degrees 09 minutes 00 seconds West along said right of way line a distance of 132.17 feet to a point; thence South 16 degrees 42 minutes 15 seconds West along said right of way line a distance of 17.31 feet to an iron rod; thence North 0 degrees 46 minutes 28 seconds West leaving said right of way line a distance of 358.93 feet to the iron pipe marking the point of beginning of this description. Tract II contains 0.40 acres, more or less.

PETITION FOR ANNEXATION BY THE CITY OF OXFORD, MISSISSIPPI Exhibit B

MINUTE BOOK No. 74, CITY OF OXFORD

I, _____, Owner of the property shown on this Plan of Development, request that the City of Oxford annex the land contained within this Plan of Development at the time the City deems appropriate. I further covenant that this request shall be binding on all successors, their heirs, or assigns, and shall be a covenant running with the land, in accordance with the terms of the restrictive covenant to be made a part of the Plat of Subdivision, Final Plan, or Deed. I hereby grant the City the right to enforce the provisions of this petition.

_____ _____

Signature Date

Notary's Certificate
State of Mississippi
County of Lafayette

Before me, the undersigned, a notary public in and for the said state and county at Oxford, duly commissioned and qualified, personally appeared _____, with whom I am personally acquainted, and who, upon his (her) oath, acknowledged himself (herself) to be _____, of _____, the within named bargainer, and he (she) executed the foregoing instrument for the purpose therein contained. In witness whereof, I have hereunto set my hand and affixed my notorial seal at my office in Oxford this _____ day of _____, 20_____.

Notary Public _____

My Commission Expires _____

RESTRICTIVE COVENANT

Whereas, _____, the Owner of this Plan of Development wishes to obtain sanitary sewer service for this Plan of Development from the City of Oxford.

Now, therefore, the Owner of this Plan of Development hereby petitions the City of Oxford to annex the land contained within this Plan of Development when and in the manner deemed necessary by the City of Oxford and grants the City the right to enforce the provisions of this covenant. This covenant is binding on the Owners, their heirs, or successors and assigns, and is a covenant running with the land and is binding until fulfilled on all successors in title to the above described property when recorded with the Lafayette Chancery Court Clerk's Office.

The following statement shall be placed on all deeds or transfers, either in whole or in part, of this property:

> "This property is located in the Oxford Annexation Reserve Area. The Owner has petitioned the City of Oxford to annex the property at such time as the City deems appropriate and grants the City the right to enforce the provisions contained in the Plat of Record. This covenant shall be binding on all successors, their heirs, or assigns."

_____ _____

Signature, Title Date

Notary's Certificate
State of Mississippi
County of Lafayette

Before me, the undersigned, a notary public in and for the said state and county at Oxford, duly commissioned and qualified, personally appeared _____, with whom I am personally acquainted, and who, upon his (her) oath, acknowledged himself (herself) to be _____, of _____, the within named bargainer, and he (she) executed the foregoing instrument for the purpose therein contained. In witness whereof, I have hereunto set my hand and affixed my notarial seal at my office in Oxford, this _____ day of _____, 20 _____.

Notary Public _____

My Commission Expires _____

SAFEGUARD - DEMENT 61-9165

RELEASE OF RIGHT TO PURCHASE AND RIGHT OF FIRST REFUSAL AGREEMENT

This Instrument Prepared by and Return to:

Milton D. Hobbs, Jr.
(MSB# 101924)
Harris Shelton Hanover Walsh, PLLC
829 North Lamar Blvd., Suite 2
Oxford, Mississippi 38655
Phone: (662) 234-7447

SELLERS' ADDRESSES:
Lafayette County, Mississippi
Board of Supervisors
300 North Lamar Blvd
Post Office Box 1240
Oxford, Mississippi 38655
Attn: Jeff Busby, President
(662) 236.2717

City of Oxford, Mississippi
107 Courthouse Square
Oxford, Mississippi 38655
Attn: Mayor Robyn Tannehill
(662) 232.2340

BUYER'S **ADDRESS:**
Baptist Memorial Hospital-North Mississippi, Inc.
a Mississippi Non-Profit Corporation
350 N. Humphreys Blvd, Ste 545
Memphis, Tennessee 38120
Attn: Milton D. Hobbs, Jr., Esq.
(662) 234.7447

INDEXING INFORMATION:

A parcel situated in Section 33, Township 8 South, Range 3 West, of Lafayette, Mississippi

Instrument Number 201106226

Confidential Information - For Board Use Only - Do not Redistribute

SAFEGUARD - DEMENT 61-9165

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

RELEASE OF RIGHT TO PURCHASE AND RIGHT OF FIRST REFUSAL AGREEMENT

THIS RELEASE OF RIGHT TO PURCHASE AND RIGHT OF FIRST REFUSAL AGREEMENT is executed as of the _____ of _____, 2017, by and among **LAFAYETTE COUNTY, MISSISSIPPI**, a political subdivision of the State of Mississippi, organized and existing under the Constitution and Laws of the State of Mississippi, acting through its Board of Supervisors, the **CITY OF OXFORD, MISSISSIPPI**, a municipal corporation organized and existing under the Constitution and Laws of the State of Mississippi (County and City are hereinafter collectively referred to as "Sellers") and **BAPTIST MEMORIAL HOSPITAL-NORTH MISSISSIPPI, INC.**, a Mississippi non-profit corporation (hereinafter referred to as "Buyer").

WHEREAS, Sellers and Buyer executed that certain Right to Purchase and Right of First Refusal Agreement, recorded as Instrument Number 201106226, pursuant to the terms of a Purchase and Sale Agreement dated August 1, 2011; and

WHEREAS, Buyer and Sellers now mutually desire to terminate and release from operation that certain Right to Purchase and Right of First Refusal Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the Buyer and Sellers do hereby terminate and release from operation those terms, restrictions, and obligations set forth in that certain Right to Purchase and Right of First Refusal Agreement recorded as **Instrument Number 201106226** which is recorded in the official land records in the Office of the Chancery Clerk of Lafayette County, Mississippi.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, Sellers and Buyer have caused this Release of Right to Purchase and Right of First Refusal Agreement to be duly executed on the day and year first written above.

[SIGNATURES PAGES TO FOLLOW.]

SELLER:

LAFAYETTE COUNTY, MISSISSIPPI

By:_____
Jeff Busby, President of the Board of Supervisors

By:_____
Sherry Wall, Clerk of the Board of Supervisors

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2017, within my jurisdiction, the within named Jeff Busby and Sherry Wall, who acknowledged that they are, respectively, the President and the Clerk of the **Board of Supervisors of Lafayette County, Mississippi** and that for and on behalf of the County of Lafayette County, Mississippi, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said Board of Supervisors so to do.

_____
Notary Public

My commission expires:_____

SELLER:

CITY OF OXFORD, MISSISSIPPI

By:_____
Robyn Tannehill, Mayor

By:_____
Ashley Atkinson City Clerk

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of_____, 2017, within my jurisdiction, the within named Robyn Tannehill and Ashley Atkinson, who acknowledged that they are, respectively, the Mayor and the Clerk of the **City of Oxford, Mississippi** and that for and on behalf of the City of Oxford, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said City of Oxford so to do.

_____
Notary Public

My commission expires:_____

BUYER:

BAPTIST MEMORIAL HOSPITAL-
NORTH MISSISSIPPI, INC.:

_____

By:_____

Title:_____

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2017, within my jurisdiction, the within named _____, who acknowledged that (he)(she) is the President (or other officer authorized to execute the instrument) of **Baptist Memorial Hospital-North Mississippi, Inc.**, a Mississippi non-profit corporation, and that for and on behalf of the said corporation, and as its act and deed (he)(she) executed the above and foregoing instrument, after having been duly authorized by said corporation so to do.

_____
Notary Public

My commission expires:_____

TERMINATION OF UTILITIES EASEMENT

This Instrument Prepared by and Return to:

Milton "Dee" Hobbs, Jr.
Mississippi State Bar No. 101924
Harris Shelton Hanover Walsh, PLLC
829 North Lamar Blvd., Suite 2
Oxford, Mississippi 38655
Phone: (662) 234-7447

GRANTOR'S ADDRESS:
City of Oxford, Mississippi
107 Courthouse Square
Oxford, Mississippi 38655
(662) 232.2340

GRANTEE'S ADDRESS:
THE WORLD

INDEXING INFORMATION:

Section 33, Township 8 South, Range 3 West, Lafayette County, Mississippi

TERMINATION OF UTILITIES EASEMENT

This Termination of Utilities Easement (this "Termination") is executed as of this ___ day of August, 2017 by the **CITY OF OXFORD, MISSISSIPPI**, a municipal corporation organized and existing under the Constitution and Laws of the State of Mississippi (hereinafter "Grantor").

WHEREAS, Grantor possesses an easement to construct, operate and maintain electric lines over a parcel of real estate as evidenced in that certain easement in favor of the Grantor recorded on April 1st, 1963 in Book 196 at Page 483 in the official land records in in the Office of the Chancery Clerk of Lafayette County, Mississippi (the "Easement Agreement"); and

WHEREAS, the Grantor no longer requires the rights afforded it through such easement and desires to completely terminate all its right, title and interest in and to that certain real property contained in the Easement Agreement and to completely terminate the Grantor's rights in the Easement Agreement; and

WHEREAS, at the August 1, 2017 City of Oxford, Mississippi Board of Alderman Meeting, the Board voted to abandon the unused electric utility easement recorded in the foregoing Book and Page.

NOW THEREFORE, Grantor hereby spreads upon the record that the rights of the Granter within the Easement Agreement recorded in Book 196 at Page 483 are completely terminated as of the full execution and recording date of this Termination.

[SIGNATURES TO APPEAR ON FOLLOWING PAGES.]

SAFEGUARD - DEMENT 61-9165

IN WITNESS WHEREOF, Grantor has executed this Termination of Utilities Easement as of the date listed below, but intend to be effective as of the date of final recording in the official land records of Lafayette County, Mississippi.

GRANTOR:

CITY OF OXFORD, MISSISSIPPI

By:_____
Robyn Tannehill, Mayor

By:_____
Ashley Atkinson City Clerk

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2017, within my jurisdiction, the within named Robyn Tannehill and Ashley Atkinson, who acknowledged that they are, respectively, the Mayor and the Clerk of the **City of Oxford, Mississippi** and that for and on behalf of the City of Oxford, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said City of Oxford so to do.

_____
Notary Public

My commission expires:_____

MINUTES

THE CITY OF OXFORD

City of Oxford
Board of Aldermen
Recess Meeting
Thursday, September 14, 2017, 9:00 am - 10:00 am
Old RSVP Building next to City Hall

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 9:00am on Thursday, September 14, 2017, in the conference room of the old RSVP building when and where the following were present:

   Robyn Tannehill, Mayor
   Rick Addy, Alderman Ward I-absent
   Mark Huelse, Alderman Ward II-via teleconference
   Janice Antonow, Alderman Ward III
   Ulysses Howell, Alderman Ward IV
   Preston Taylor, Alderman Ward V
   Jason Bailey, Alderman Ward VI-absent
   John Morgan, Alderman At Large

   Ashley Atkinson- City Clerk
   Bart Robinson- Director of Public Works
   Braxton Tullos- Human Resources Director

2. Adopt the agenda for the meeting.

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

3. Adopt a resolution for the 2017-2018 tax levy. (Ashley Atkinson)

   It was moved by Alderman Morgan, seconded by Alderman Howell to adopt the 2017-2018 tax levy. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

4. Adopt a resolution declaring the tax levy for the Oxford-Lafayette County Vocational Technical Center. (Ashley Atkinson)

   It was moved by Alderman Morgan, seconded by Alderman Howell to adopt a resolution declaring the tax levy for the Oxford-Lafayette County Vocational Technical Center. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

5. Adopt the FY2017-2018 Municipal Budget. (Ashley Atkinson)

   It was moved by Alderman Howell, seconded by Alderman Antonow to adopt the 2017-2018 budget for the City of Oxford. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6. Consider an executive session.

   There was no action taken on this item.

7. Adjourn.

SAFEGUARD - DEMENT 61-9165

MINUTE BOOK No. 74, CITY OF OXFORD

MINUTE BOOK No. 74, CITY OF OXFORD

It was moved by Alderman Morgan, seconded by Alderman Howell to adjourn Sine-Die. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

SAFEGUARD - DEMENT 61-9165

Robyn Tannehill

Robyn Tannehill, Mayor

Ashley Atkinson, City Clerk

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

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

TAX RATE CITY OF OXFORD – 2017-2018

	Proposed Mill Rate	Authority
General Fund	20.43	21-33-45
Parks & Recreation	2.00	21-37-45
Library	.86	39-3-7
2012 General Obligation	1.23	21-33-45
2010 General Obligation	1.13	21-33-45
2009 General Obligation	.98	21-33-45
2015 General Obligation	2.27	21-33-45
2017A General Obligation	1.32	21-33-45
Subtotal for Municipality	30.22	
School Bond & Interest	8.65	37-59-1
Votec Center	.48	37-7-409
School Maintenance	49.54	37-57-104-107
Subtotal for Oxford School	58.67	
TOTAL MILLS FOR CITY & SCHOOL	88.89	

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 Morgan, seconded by Alderman Howell, 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	absent
Alderman Huesle	voted	aye
Alderman Antonow	voted	aye
Alderman Howell	voted	aye
Alderman Taylor	voted	aye
Alderman Bailey	voted	aye
Alderman Morgan	voted	aye

Whereupon the Mayor declared the motion carried and the Resolution adopted, this the 14th day of September, 2017.

Robyn Tannehill

ROBYN TANNEHILL, MAYOR

ATTEST:

ASHLEY ATKINSON, CITY CLERK

SAFEGUARD - DEMENT 61-9165

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF OXFORD, MISSISSIPPI, DECLARING
AN ADDITIONAL .48 MILLS LEVY FOR SCHOOL PURPOSES

WHEREAS, on August 15, 2017, the Mayor and Board of Aldermen of the City of Oxford, Mississippi, adopted a resolution declaring its intention to provide its pro-rata share of the operation of the Oxford-Lafayette County Vocational Technical Center (Oxford -Lafayette County School of Applied Technology) in order to enable the Oxford Municipal Separate School District to pay its pro-rata share of the operation of the Oxford-Lafayette County Vocational-Technical Center during the 2017-2018 school session; and,

WHEREAS, said resolution was passed as required by and pursuant to law, and particularly Section 37-7-409 Mississippi Code of 1942, Annotated, and amendments thereof; and,

WHEREAS, pursuant to said resolution, the City Clerk caused the same to be published in its entirety in The Oxford Eagle, a newspaper published and of general circulation in the City of Oxford, said resolution having been published August 25, 2017 and September 1st and 8th, 2017.

WHEREAS, the City Clerk reported that no protests or objections or petitions of any kind or character whatsoever were made or filed against the making of the proposed levy.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Oxford, Mississippi:

Section 1. That the Mayor and Board of Aldermen hereby determine to levy additional taxes in the amount of .48 Mills to assist in the operation of the Oxford-Lafayette County Vocational-Technical Center (Oxford-Lafayette County School of Applied Technology) in order to enable the Oxford Municipal Separate School District to pay its pro-rata share of the operation of the Oxford-Lafayette County Vocational-Technical Center during the 2017-2018 school session.

Section 2. That such levy shall be made and collected within the manner, form and time as required by law, as provided in Section 37-7-409, Mississippi Code of 1972, Annotated, and amendments thereto.

Section 3. That the Mayor and Board of Aldermen find that due to the Oxford Municipal Separate School District's current responsibility to pay its pro-rata share of the operation of the Oxford-Lafayette County Vocational-Technical Center during the 2017-2018 school session and due to the shortness of the time in which to collect taxes for the Oxford Municipal Separate School

District, it is necessary to the public health, safety and welfare that this resolution take effect immediately from and after its adoption.

Alderman Morgan made the motion which was seconded by Alderman Howell, to adopt the foregoing Resolution, which was introduced in writing at the meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi, held on September 14, 2017 and was at said meeting, read, considered, and adopted, paragraph by paragraph, section by section then as a whole, and the question being put to a roll call vote, the result was as follows:

Alderman Addy	voted absent
Alderman Huesle	voted AYE
Alderman Antonow	voted AYE
Alderman Howell	voted AYE
Alderman Taylor	voted AYE
Alderman Bailey	voted AYE
Alderman Morgan	voted AYE

Approved, this the 14th day of September, 2017.

Robyn Tannehill
ROBYN TANNEHILL, MAYOR

ATTEST:

ASHLEY ATKINSON, CITY CLERK

~~General Fund~~ ~~2017-2018~~ Projected Revenues

TAXES		
AD VALOREM TAX	$	7,414,718
PARK COMM TAX LEVY	$	750,434
LIBRARY TAX LEVY	$	322,686
OVER 65 TAX REIMB	$	97,000
IN LIEU OF TAXES	$	336,000
PENALTIES & INTEREST	$	160,000
UTILITY TAX	$	50,000
Subtotal	**$**	**9,130,838**
LICENSES AND PERMITS		
PLANNING DEPT. INCOME	$	130,000
EVENT PARKING PERMITS	$	1,000
PRIVILEGE LICENSE	$	50,000
FRANCHISE CHARGES	$	650,000
BLDG & ZONING	$	900,000
KEG PERMITS	$	500
SPECIAL EVENT PERMITS	$	5,000
TAXI PERMITS	$	5,500
Subtotal	**$**	**1,742,000**
INTERGOVERNMENTAL REVENUES		
MUNICIPAL AID	$	28,000
REIMB-TRANSFER STATION	$	-
POLICE TRAINING	$	20,000
SALES TAX-RENTAL CAR SETTLEMENT	$	23,000
SALES TAX - REVENUE	$	9,616,900
ABC LICENSES	$	165,000
FIRE PROTECTION	$	105,000
REIMB. STATE OF MS-GRANTS	$	469,944
U OF MS REIMB.-FOOTBALL	$	100,000
COUNTY AD VALOREM TAX	$	965,000
UNIV OF MISS FIRE PROTECTION	$	631,000
OXFORD HOUSING AUTHORITY	$	60,000
HOSPITAL ROW PAYMENT	$	3,927
COUNTY FNC PARK PAYMENT	$	150,000
UNIVERSITY PMT-INTERLOCAL	$	45,000
SCHOOL RESOURCE OFFICER REIMB	$	325,000
Subtotal	**$**	**12,707,771**
GOVERNMENTAL SERVICES		
FNC PARKING LEASE PAYMENT	$	15,000
SANITATION CHARGE	$	-
WASTE DISPOSAL	$	-
DAMAGES ON TAX REDEMPTIONS	$	30,000
FIRE INSPECTION FEES	$	4,500
PUBLIC RECORDS REQUEST FEES	$	1,000
INCOME FROM POLICE DEPT FEES	$	15,000
INCOME FROM SWIM POOL	$	20,000
INCOME FROM RECYCLING	$	-
SCHOOL COLLECTIONS	$	65,000
Subtotal	**$**	**150,500**
FINES AND FORFEITS		
COURT FINES/FORFEITS	$	750,000
STATE FINES T & A X	$	1,000
Subtotal	**$**	**751,000**
MISCELLANEOUS		
MISCELLANEOUS	$	80,000
INTEREST EARNED	$	6,000
FNC SPONSORSHIP/TOURNEY REV.	$	330,000
FNC OPC CONCESSION/COKE	$	330,000
Subtotal	**$**	**746,000**
INTERFUND TRANSFERS		
TRANSFER-CEMETERY T/A	$	20,000
TRANSFER WAT/SEW-GEN	$	375,000
TRANSFER-REIMB ELEC	$	25,620
TRANSFERS-2%	$	805,845
TRANSFER-$30M TRUST PROCEEDS	$	158,000

TAX EQUIVALENT-E/D	$ 965,000
TRANSFER-PARKING DIV. REIM.	$ 344,176
TRANSFER-RSVP	$ 19,365
TRANSFERS IN	$ 314,762
Subtotal	**$ 3,027,768**
GRAND TOTAL FOR REVENUES	**$ 28,255,877**
Beginning Cash	**$ (579,855)**
Total	**$ 28,835,732**

2017-2018 Budget **MINUTE BOOK No. 74, CITY OF OXFORD**

General Fund

SAFEGUARD - DEMENT 61-9165

2017-2018 Budgeted Figures as of October 1, 2017

Departments	Personnel Services	Supplies	Other Svcs.	Capital Outlay	Debt Service	Total
Legislative	$ 170,697	$ 4,600	$ 12,000	$ -	$ -	$ 187,297
Judicial	$ 394,938	$ 17,650	$ 38,100	$ 5,000	$ -	$ 455,688
Executive	$ 176,069	$ 5,000	$ 11,000	$ 3,000	$ -	$ 195,069
Elections	$ -	$ 10,000	$ -	$ -	$ -	$ 10,000
Financial Administration	$ 352,999	$ 26,300	$ 52,300	$ 4,500	$ 30,000	$ 466,099
Human Resources	$ 296,872	$ 31,000	$ 76,780	$ 3,000	$ -	$ 407,652
Law	$ -	$ 500	$ 311,000	$ -	$ -	$ 311,500
Planning & Zoning	$ 444,635	$ 14,700	$ 50,475	$ 5,000	$ -	$ 514,810
Building Department	$ 329,851	$ 14,300	$ 9,100	$ -	$ -	$ 353,251
Buildings & Grounds	$ 767,137	$ 178,300	$ 17,680	$ 50,000	$ 31,000	$ 1,044,117
General Government	$ 503,020	$ 19,000	$ 1,255,160	$ -	$ -	$ 1,777,180
Community Promotions	$ -	$ -	$ 199,500	$ -	$ -	$ 199,500
Park Oxford	$ 163,852	$ 25,300	$ 63,500	$ 20,000	$ 73,000	$ 345,652
Police Dept.	$ 6,021,309	$ 406,687	$ 382,546	$ 550,000	$ -	$ 7,360,542
Fire Dept.	$ 4,314,747	$ 169,200	$ 134,500	$ 436,748	$ 189,809	$ 5,245,004
Emergency Mgmt.	$ 78,768	$ 27,000	$ 48,900	$ 15,000	$ -	$ 169,668
Highway & Street Maint.	$ 640,543	$ 900,500	$ 1,295,700	$ 1,150,000	$ 117,000	$ 4,103,743
Sanitation	$ -	$ -	$ -	$ -	$ -	$ -
Street Cleaning	$ -	$ -	$ -	$ -	$ -	$ -
Waste Collections	$ -	$ -	$ -	$ -	$ -	$ -
Waste Disposal	$ -	$ -	$ -	$ -	$ -	$ -
Rubbish Collection	$ -	$ -	$ -	$ -	$ -	$ -
Weed & Grass Control	$ 375,815	$ 6,000	$ 30,000	$ 10,000	$ -	$ 421,815
Cemetery Maint.	$ 204,320	$ 6,000	$ 4,500	$ 10,000	$ -	$ 224,820
Family Crisis Services	$ -	$ -	$ 18,000	$ -	$ -	$ 18,000
Boys & Girls Club	$ -	$ -	$ 15,000	$ -	$ -	$ 15,000
Parks & Recreation	$ 1,157,870	$ 245,500	$ 155,500	$ 30,000	$ -	$ 1,588,870
Swimming Pool	$ 55,000	$ 203,200	$ 27,000	$ -	$ -	$ 285,200
RSVP	$ 171,558	$ 7,650	$ 39,900	$ -	$ -	$ 219,108
FNC Park	$ 621,790	$ 353,200	$ 263,000	$ 66,849	$ 81,930	$ 1,386,769
Library	$ -	$ -	$ 321,000	$ -	$ -	$ 321,000
City Garage	$ 550,878	$ 467,000	$ 15,500	$ 10,000	$ -	$ 1,043,378
Airport	$ -	$ -	$ 15,000	$ -	$ -	$ 30,000
Humane Society	$ -	$ -	$ 135,000	$ -	$ -	$ 135,000
Recycling	$ -	$ -	$ -	$ -	$ -	$ -
TOTALS	**$ 17,792,668**	**$ 3,138,587**	**$ 4,997,641**	**$ 2,369,097**	**$ 522,739**	**$ 28,835,732**

ENVIRONMENTAL SVCS

	2017-2018 Projected Revenues
Reimb.-Transfer Station	$ 78,000
Sanatation Charges	$ 3,359,949
Waste Disposal	$ 89,000
Income from Recycling	$ 200,000
Grandtotal for Revenues	**$ 3,726,949**
Beginning Cash	**$ (259,654)**
Total	**$ 3,467,295**

MINUTE BOOK No. 74, CITY OF OXFORD

2017-2018 Budgeted Figures
as of October 1, 2017

Departments	Personnel Services	Supplies	Other Svcs.	Capital Outlay	Debt Service	Transfers & Other Charges	Total
Sanitation-Admin.	$ 299,210	$ 12,500	$ 30,500	$ 38,000	$ -	$ -	$ 380,210
Street Cleaning	$ 116,355	$ 2,800	$ -	$ -	$ -	$ -	$ 119,155
Waste Collection	$ 489,108	$ 133,300	$ 114,000	$ -	$ 34,400	$ -	$ 770,808
Waste Disposal	$ 174,845	$ 87,500	$ 604,800	$ -	$ -	$ -	$ 867,145
Rubbish Collection	$ 524,976	$ 72,000	$ 15,000	$ -	$ 39,000	$ -	$ 650,976
Recycling	$ 475,501	$ 87,000	$ 71,500	$ 45,000	$ -	$ -	$ 679,001
Totals	$ 2,079,995	$ 395,100	$ 835,800	$ 83,000	$ 73,400	$ -	$ 3,467,295

Water & Sewer Revenue

UTILITY SERVICES	2017-2018 Projected Revenues
Water Sales	$ 4,800,000
Service Connections	$ 500,000
Sewer Charges	$ 4,800,000
Interest Income	$ 10,000
Miscellaneous	$ 750,000
Penalties & Service Charges	$ 70,000
Grandtotal for Revenues	**$ 10,930,000**
Beginning Cash	**$ 8,279,039**
Total	**$ 19,209,039**

2017-2018 Budget
Water & Sewer

MINUTE BOOK No. 74, CITY OF OXFORD

2017-2018 Budgeted Figures
as of October 1, 2017

SAFEGUARD - DEMENT 61-9165

Departments	Personnel Services	Supplies	Other Svcs.	Capital Outlay	Debt Service	Transfers & Other Charges	Total
Admin. & General	$ 958,730	$ 86,000	$ 209,000	$ 300,000	$ 1,833,000	$ 955,722	$ 4,342,452
Computer Technology	$ 154,349	$ 40,000	$ 45,100	$ 45,000	$ -	$ -	$ 284,449
Finance & Customer	$ -	$ -	$ 650,000	$ -	$ -	$ -	$ 650,000
Transmission & Distribution	$ 601,051	$ 443,000	$ 117,000	$ 3,835,000	$ -	$ -	$ 4,996,051
Treatment & Purification	$ 759,205	$ 301,000	$ 395,800	$ 4,128,000	$ -	$ -	$ 5,584,005
Source of Supply	$ 167,294	$ 417,000	$ 501,550	$ 355,000	$ -	$ -	$ 1,440,844
Sanitary Sewer Lines	$ 425,538	$ 153,000	$ 262,700	$ 1,070,000	$ -	$ -	$ 1,911,238
Totals	$ 3,066,167	$ 1,440,000	$ 2,181,150	$ 9,733,000	$ 1,833,000	$ 955,722	$ 19,209,039

SAFEGUARD - DEMENT 61-9165

2017-2018 Budget
Other Funds

2017-2018 Budgeted Figures
as of October 1, 2017

	Fund Name	Revenue	Personnel Services	Supplies	Other Svcs.	Capital Outlay	Debt Service	Transfers Out	Expenses Total
003	$5.5M Bond Issue-2012	$ -	$ -	$ -	$ -	$ -	$ -	$ 116,701	$ 116,701
005	2017A $7.5M GO Bond Proceeds	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,500,000	$ 7,500,000
007	2014 GO Note	$ -	$ -	$ -	$ -	$ -	$ -	$ 180,836	$ 180,836
008	2016 GO Note	$ -	$ -	$ -	$ 36,000	$ -	$ -	$ -	$ 36,000
015	BMH-NMS Sale Proceeds/Comm. Health Funds	$ 12,000	$ -	$ -	$ 12,000	$ -	$ -	$ -	$ 12,000
100	MDJ Unit Fund	$ 460,000	$ 378,525	$ 34,400	$ 66,000	$ 40,200	$ -	$ -	$ 519,125
105	Fed. Seized Funds-US Marshalls	$ 5,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
230	2009 GO Bonds	$ 385,281.00	$ -	$ -	$ -	$ -	$ 330,400	$ -	$ 330,400
235	2010 Refi.-2000 GO Bonds	$ 799,664.00	$ -	$ -	$ -	$ -	$ 772,825	$ -	$ 772,825
240	2012 GO Bonds	$ 430,456.00	$ -	$ -	$ -	$ -	$ 431,944	$ -	$ 431,944
245	Oxf. Commons Spec. Assesm.-2014	$ 127,438.00	$ -	$ -	$ -	$ -	$ 127,438	$ -	$ 127,438
250	2015 GO Refi. 04 & 07	$ 812,000.00	$ -	$ -	$ -	$ -	$ 816,418	$ -	$ 816,418
602	Cemetery Trust Funds	$ 40,000.00	$ -	$ -	$ 6,000	$ 10,000	$ -	$ 20,000	$ 36,000
610	DARE Funds	$ 45,200.00	$ -	$ 18,533	$ 8,043	$ 33,030	$ -	$ -	$ 59,606
611	Tourism Tax	$ 450,000.00	$ -	$ -	$ 450,000	$ -	$ -	$ -	$ 450,000
613	London Bus Fund	$ 20,000.00	$ 12,340	$ 2,950	$ 1,250	$ -	$ -	$ -	$ 16,540
614	Court Dept. Collections & Credit Card Surcharges	$ 20,000.00	$ -	$ -	$ 20,000	$ -	$ -	$ -	$ 20,000
618	Homeland Security Grant Funds	$ 33,800.00	$ -	$ -	$ 33,800	$ -	$ -	$ -	$ 33,800
619	Trust & Agency-Misc.	$ 20,000.00	$ -	$ -	$ 20,000	$ -	$ -	$ -	$ 20,000
620	Forestry Grant Funds	$ 16,000.00	$ -	$ 1,000	$ 18,000	$ -	$ -	$ -	$ 19,000
622	Woodlawn Park Proj.	$ -	$ -	$ -	$ -	$ 40,000	$ -	$ -	$ 40,000
623	Crime Prevention Funds	$ 3,000.00	$ -	$ 2,000	$ -	$ 3,000	$ -	$ -	$ 5,000
625	Adm fee- court dept	$ 50,000.00	$ -	$ -	$ 6,000	$ 200,000	$ -	$ -	$ 206,000
627	Jackson Ave-Property	$ -	$ -	$ -	$ -	$ -	$ -	$ 17,225	$ 17,225
628	Tennis Sponsorships	$ 25,000.00	$ -	$ -	$ 10,000	$ -	$ -	$ -	$ 10,000
629	OPD DUI Training Grant	$ 312,980.00	$ 172,294	$ 20,884	$ 119,575	$ 1,000	$ -	$ -	$ 313,753
632	OPD DUI Grant-405D funds	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
634	Fire Prevention/Smoke Detector Fund	$ 500.00	$ -	$ 1,500	$ 1,500	$ -	$ -	$ -	$ 3,000
640	REDA-W. Oxford Loop Extn. Proj.	$ 3,000,000.00	$ -	$ -	$ -	$ 3,000,000	$ -	$ -	$ 3,000,000
641	New Activity Center Proj.	$ 3,000,000.00	$ -	$ -	$ -	$ 3,000,000	$ -	$ -	$ 3,000,000
642	REDA- Sisk Ave. Extn. Proj.	$ 1,500,000.00	$ -	$ -	$ -	$ 1,500,000	$ -	$ -	$ 1,500,000
643	Price Street Relocation Proj.	$ 357,052.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -
646	FNC Park Batting Cages	$ 3,955.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -
647	Intersection Improvements Escrow	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
653	O.U.T-Oxford Transit Grant Funds	$ 6,005,860.00	$ 2,760,860	$ 493,400	$ 547,600	$ 2,204,000	$ -	$ -	$ 6,005,860

672	Volunteer Corps. Grant Fund	$ 63,306.00	$ 49,833	$ 5,308	$ 8,351	$ -	$ -	$ -	**$ 63,492**
679	RSVP 5310 Grant-County Transit	$ 51,000.00	$ 89,360	$ 500	$ 2,800	$ -	$ -	$ -	**$ 92,660**
681	Medical Reserve Corp. Funds	$ 13,000.00	$ -	$ 8,000	$ -	$ 5,000	$ -	$ -	**$ 13,000**
689	$30M Trust Proceeds Recvd.	$ 859,000.00	$ -	$ 40,000	$ 100,000	$ 822,000	$ -	$ 158,000	**$ 1,120,000**
693	Farmer's Market Grant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
694	Tree Escrow Fund	$ 150,000.00	$ -	$ -	$ 109,000	$ -	$ -	$ -	**$ 109,000**
695	BCBS-Healthy Hometown Funds	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
696	Historic Homes Fund	$ 108,000.00	$ -	$ 25,500	$ 53,120	$ 29,380	$ -	$ -	**$ 108,000**
726	Conference Center	$ 1,305,509.00	$ 467,227	$ 365,600	$ 439,500	$ 77,000	$ -	$ -	**$ 1,349,327**
727	2% Food & Beverage Funds	$ 3,172,844.00	$ 8,650	$ 9,872	$ 2,585,257	$ 525,000	$ -	$ -	**$ 3,128,779**
729	Parking Division Revenue	$ 670,000.00	$ -	$ -	$ -	$ 600,000	$ -	$ 344,176	**$ 944,176**
	TOTALS	**$ 24,511,033.00**	**$ 3,939,089**	**$ 1,029,447**	**$ 4,653,796**	**$ 12,089,610**	**$ 2,479,025**	**$ 8,336,938**	**$ 32,527,905**

MINUTES

THE CITY OF OXFORD

City of Oxford
Board of Aldermen
Regular Meeting
Tuesday, September 19, 2017, 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 19, 2017, 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
   Janice Antonow, Alderman Ward III
   Ulysses Howell, Alderman Ward IV
   Preston Taylor, Alderman Ward V
   Jason Bailey, Alderman Ward VI
   John Morgan, Alderman At Large

   Mayo Mallette, PLLC-Of Counsel
   Ashley Atkinson, City Clerk
   Bart Robinson, Director of Public Works
   Reanna Mayoral, Assistant Director of Public Works
   Judy Daniel, City Planner
   Ben Requet, Senior Planner
   Joey East, Chief of Police
   Matt Davis, Director of Parking Enforcement
   Braxton Tullos, Human Resources Director
   Mark Heath, Fire Chief
   Joey Gardner, Deputy Fire Chief-absent
   Seth Gaines, Director of Oxford Park Commission
   Randy Barber, Director of Building Department
   Rob Neely, Superintendent of Oxford Electric Department
   Bo Ragon, Superintendent of City Shop-absent
   Jimmy Allgood, Director of Emergency Management
   Amberlyn Liles, Environmental Services Director
   Gray Parker, Planning Department
   Greg Pinion-Director, Buildings & Grounds
   Donna Fisher-Municipal Court Clerk-absent
   Cindy Semmes-Executive Assistant to the Mayor
   Rusty Rasberry-Code Enforcement Officer

2. Adopt the agenda for the meeting.

   It was moved by Alderman Howell, seconded by Alderman Morgan to adopt the agenda for the meeting with one addition; add item 21. Permission to accept a DUI grant for the Oxford Police Department. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

3. Mayor's Report

4. Authorize the approval of the minutes of the recess meeting on September 5, 2017, the regular meeting on September 5, 2017 and the recess meeting on September 14, 2017.

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It was moved by Alderman Aikon, seconded by Alderman Taylor to approve the minutes for the recess meeting on September 5, 2017, the regular meeting on September 5, 2017 and the recess meeting on September 14, 2017. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

5. Authorize the approval of accounts for all city departments.

   It was moved by Alderman Morgan, seconded by Alderman Bailey to approve the account for all city departments including a docket showing General Fund claims numbered 98938-99077, Metro Narcotics claims numbered 7048-7055, Water and Sewer claims numbered 28274-28314, and Trust & Agency claims numbered 26505-26585 and totaling $537,642.61. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6. Consider the consent agenda:

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

   a. Request permission for the director of the DUI Training Grants to travel to teach for state training for FY 17/18, in accordance with the requirements of the grant. (Joey East)

   b. Request permission for two employees (Accountant and Accounting Manager) to attend the CSA Fall Financial Conference on November 1-3, 2017 in Murfreesboro, TN at an estimated cost of $1,541.00. (Rob Neely)

   c. Request permission for an engineer to attend the Landis and Gyr Regional metering workshop on September 28, 2017 in Murfreesboro, TN at an estimated cost of $154.00. (Rob Neely)

   d. Request approval of the transfer of William Houston from Public Works to the Building Department with no change in salary and advertise for his replacement. (Braxton Tullos)

   e. Request approval to employ Marcel Pegues and Logan Russell as part-time grounds workers at FNC Park with an hourly wage of $9.00. (Braxton Tullos)

   f. Request approval to employ Connie Hunter as a part-time laborer in the Environmental Services Department with an hourly salary of $15.00. (Braxton Tullos)

   g. Request permission to increase the hourly rate for Shawn Doyle, a Reserve Officer in the Oxford Police Department, to $12.00 per hour. (Braxton Tullos)

   h. Request permission to advertise for a Deputy Clerk in the City Clerk/HR Department. .(Braxton Tullos)

   i. Request permission to hire Kyla Turner as a cashier at the Oxford Electric Department with a salary of $32,240.00 (G8-5). (Braxton Tullos)

   j. Request permission for three planning employees to attend the MS/AL APA Conference in Birmingham, AL on October 4-6, 2017 at an estimated cost of $2,500.00. (Judy Daniel)

   k. Request permission for a member of the Tree Board to attend the Natural Capital Conference in Jackson, MS on October 4-5, 2017 at an estimated cost of $332.86. (Bart Robinson)

   l. Request permission for one officer to attend the International Association of Chiefs of Police training and conference as a representative of the MS Association of Chiefs of Police on October 20-25, 2017 in Philadelphia, PA at no cost to the city. (Joey East)

   m. Request approval of the following taxi drivers for the noted companies: Amanda N. Gardial, Matthew W. King, Khoa A. Le, and Christopher J. Martin-

Unchained Pedicabs and De'Antony M. Smith-Taxi Jackson (Joey East)

n. Request permission for three members of the Oxford Fire Department to attend the Firehouse Expo in Nashville, TN on October 17-20, 2017 at an estimated cost of $1,342.00. (Mark Heath)

7. Adopt a proclamation declaring September 30, 2017 as "Lake McLarty Elliott Day".

It was moved by Alderman Morgan, seconded by Alderman Bailey to adopt a proclamation declaring September 30, 2017 as "Lake McLarty Elliott Day". All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

8. Adopt a proclamation declaring September 17-23, 2017 as Constitution Week.

It was moved by Alderman Antonow, seconded by Alderman Addy to adopt a proclamation declaring September 17-23, 2017 as Constitution Week. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

9. Adopt a proclamation declaring October as Domestic Violence Awareness Month.

It was moved by Alderman Antonow, seconded by Alderman Taylor to adopt a proclamation declaring October as Domestic Violence Awareness Month. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

10. Authorize re-appointments to the Parking Commission.

It was moved by Alderman Morgan, seconded by Alderman Addy to re-appoint David Sparks and Mike Harris to the Parking Commission. All the aldermen present voting aye, Mayor Tannehill declared the motion carried. The Mayor also announced a vacancy on the Parking Commission, Jeff Johnson does not wish to be re-appointed. Interested citizens may submit a letter of interest and a brief resume to the Mayor's Office.

11. Authorize two reappointments and one appointment to the Historic Properties Commission.

It was moved by Alderman Antonow, seconded by Alderman Howell to re-appoint Jim Pryor and Darlene Copp to the Historic Properties Commission. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Addy to appoint Barbara Pardon to the Historic Properties Commission. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

12. Authorize a reappointment and an appointment to the Pathways Commission.

It was moved by Alderman Addy, seconded by Alderman Taylor to re-appoint Roger Kuhnle and appoint Meaghin Burke to the Pathways Commisison. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

13. Authorize an appointment to the Tree Board.

It was moved by Alderman Antonow, seconded by Alderman Bailey to appoint Wend Stewart to the Tree Board. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

14. Rip Woodward to update the board on Communicare.

Rip Woodward addressed the board regarding the services that Communicare provides to the Oxford/Lafayette County area. Communicare and Haven House serve people dealing with drug and alcohol addiction. There will be an Opiod

Addiction Town Hall meeting on October 3rd at 6:30pm and the public is invited. The board thanked Mr. Woodward for Communicare's dedicated service to this community.

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15. Request permission for the Mayor to sign and accept the annual MDOT Contract #76-0016-17 for the City/County Transit Service for FY 2017-2018. (Arledia Bennett)

    It was moved by Alderman Morgan, seconded by Alderman Bailey to authorize Arledia Bennett and the Mayor to sign and accept the annual MDOT Contract #76-0016-17 for the City/County Transit Service for FY 2017-2018. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

16. Request permission to accept the bid for Municipal Court Software. (Donna Fisher)

    It was moved by Alderman Bailey, seconded by Alderman Howell to accept the bid from Syscon in the amount of $145,580.00 for a straight purchase with data conversion for Municipal Court software. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

17. Consider a request from Guardian Concierge for a revocable license for two parking spaces on South Lamar. (Michael Varner and Ryan McKay)

    Michael Varner and Ryan McKay addressed the board regarding their request for a revocable license for two parking spaces on North Lamar to operate a valet service. The board appreciated the idea and expressed interest in the overall development of the concept; however, there are still questions that need to be answered. The board recommended that Mr. Varner and Mr. McKay present their idea to the Parking Commission to get their input.

18. Request permission to accept a donation from the Pegram family for a bench to be located on city property. (Greg Pinion)

    It was moved by Alderman Howell, seconded by Alderman Addy to accept a donation from the Pegram family to purchase a bench to be located on city property. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

19. Request permission to approve a brown bag permit for Moe's Original BBQ. (Joey East)

    It was moved by Alderman Morgan, seconded by Alderman Bailey to approve a brown bag permit for Moe's Original BBQ. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

20. Request permission for the Mayor to sign and accept the MS Office of Highway Safety-154 Alcohol Training grant in the amount of $169,369.35 pending final review and agreement by OPD and MOHS. (Joey East)

    It was moved by Alderman Bailey, seconded by Alderman Addy to authorize the Mayor to sign and accept the MS Office of Highway Safety-154 Alcohol Training grant in the amount of $169,369.35 pending final review and agreement by OPD and MOHS. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

21. Request permission to accept a DUI Grant for the Oxford Police Department. (Joey East)

    It was moved by Alderman Morgan, seconded by Alderman Bailey to authorize the Mayor to sign and accept a DUI Grant for the Oxford Police Department. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

22. Request permission for the Mayor to sign and accept the MS Office of Highway Safety-405D Alcohol and Impaired Driving Training grant in the amount of $79,930.07 pending final review and agreement by OPD and MOHS. (Joey East)

It was moved by Alderman Bailey, seconded by Alderman Addy to authorize the Mayor to sign and accept the MS Office of Highway Safety-405D Alcohol and Impaired Driving Training Grant in the amount of $79,3930.07 pending final review and agreement by OPD and MOHS. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

23. Second reading and public hearing of a clarification of an Ordinance amending Article II of the Alcohol Ordinance, regarding light wine and beer. (Joey East)

This was the second reading and public hearing; the third reading and vote will be at the next meeting.

24. Request permission for the Mayor to sign a MOU (Memorandum of Understanding) from the MS Attorney General's Office regarding MS internet crimes against children. (Joey East)

It was moved by Alderman Antonow, seconded by Alderman Howell to authorize the Mayor to sign a MOU from the Attorney General's Office regarding MS Internet crimes against children. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

25. Second reading and public hearing of an ordinance amending Chapter 102, Article XX, Code of Ordinances-Parades, Public Assemblies and Special Events. (Joey East/Pope Mallette)

Based on the finding that the safety of the community is paramount, it was moved by Alderman Bailey, seconded by Alderman Addy to adopt an ordinance amending Chapter 102, Article XX, Code of Ordinances-Parades, Public Assemblies and Special Events and to waive the 30 day waiting period. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

26. Second reading, public hearing, and possible vote on an ordinance amending Chapter 94, Section 58; Sanitation Rates & Fees. (Amberlyn Liles)

It was moved by Alderman Morgan, seconded by Alderman Howell to adopt an ordinance amending Chapter 94, Section 58, Sanitation Rates & Fees. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

27. Request permission to advertise for bids for equipment for Environmental Services. (Amberlyn Liles)

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

28. Second reading and public hearing for Case #2215, Taylor Ridge Partners, LLC to rezone +/- 30.73 acres from (CE) Country Estates to (TND) Traditional Neighborhood Development for property located at 110 CR 303 (Old Taylor Rd.), being further described as PPINs 14967, 34530, 34889. (Judy Daniel)

This was the second reading and public hearing for this case; the third reading and vote will be at the next meeting.

29. Consider a request for approval of a Final Plat (amendment) for Case #2228, Old Taylor Development, LLC for "Cedar Bend Subdivision, Phase I", for property located at 910 Old Taylor Road, being further described as PPINs 8424 and 8571. (Judy Daniel)

It was moved by Alderman Morgan, seconded by Alderman Bailey to approve a Final Plat (amendment) for Case #2228, Old Taylor Development, LLC for "Cedar Bend Subdivision, Phase I", for property located at 910 Old Taylor Road, being further

described at PPINs 14967, 34530, 34889; contingent on the project meeting the conditions laid out by the Public Works Department. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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30. Consider a request for approval of a Final Plat (amendment) for Case #2229, Grand Oaks, Inc., for "Grand Oaks, Phase III Amended", for property located at Barron Street, being further described at PPIN 8911. (Judy Daniel)

    It was moved by Alderman Bailey, seconded by Alderman Addy to approve a Final Plat (amendment) for Case #2229, Grand Oaks, Inc., for "Grand Oaks, Phase III Amended", for property located at Barron Street, being further described as PPIN 8911; approval is contingent on the project meeting the conditions noted. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

31. Consider a request for approval of a Final Plat for Case #2232, Quattro Holdings, LLC, for "Isom Hill Subdivision", for properties located at 398-407 Cullen Road, being further described at PPIN 5041. (Judy Daniel)

    It was moved by Alderman Morgan, seconded by Alderman Bailey to approve a Final Plat for Case #2232, Quattro Holdings, LLC, for "Isom Hill Subdivision", for properties located at 398-407 Cullen Road, being further described as PPIN 5041. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

32. Request approval to terminate the labor-only contract with Southern Electric Company and request permission to advertise and re-bid the project. (Rob Neely)

    It was moved by Alderman Addy, seconded by Aldermen Bailey to terminate the labor-only contract with Southern Electric Company and authorize the advertisement to re-bid the project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

33. Authorize OED consultant, Allen and Hoshall, to begin the South 18th and Conference Center Substation Panel Relay Upgrade Project. (Rob Neely)

    It was moved by Alderman Bailey, seconded by Alderman Addy to authorize OED consultant, Allen and Hoshall, to begin the South 18th and Conference Center Substation Panel Relay Upgrade Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

34. Consider a recommendation to submit the Draft Environmental Assessment for West Oxford Loop, Phase I and II, Combined, to MDOT Environmental Department for their review. (Bart Robinson)

    It was moved by Alderman Anotonow, seconded by Alderman Addy to submit the Draft Environmental Assessment for West Oxford Loop, Phase I and II, Combined, to MDOT Environmental Department for their review. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

35. Discuss after-hours work on Jackson Avenue Pump Station Rehabilitation Project. (Bart Robinson)

    It was moved by Alderman Bailey, seconded by Alderman Addy to approve the after-hours work on the Jackson Avenue Pump Station Rehabilitation Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

36. Discuss the General Services Agreement with Waggoner Engineering, Inc., and Task Order #1 including Transportation Plan and Program Development and Support. (Bart Robinson)

    It was moved by Alderman Bailey, seconded by Alderman Addy to approve the General Services Agreement with Waggoner Engineering, Inc., and Task Order #1 including Transportation Plan and Program Development and Support. All the

aldermen present voting aye, Mayor Tannehill declared the motion carried.

37. Request permission to accept bids for materials and supplies for fiscal year 2017-2018 for the Public Works Department. (Bart Robinson)

It was moved by Alderman Howell, seconded by Alderman Bailey to accept the bids for materials and supplies for fiscal year 2017-2018 for the Public Works Department. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

38. Consider an executive session.

It was moved by Alderman Antonow, seconded by Alderman Addy to consider an executive session for a personnel matter, three matters related to potential litigation, and a police security matter. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Antonow to enter into an executive session for a personnel matter in the Oxford Electric Department, a matter of potential litigation related to property use, a matter of potential litigation related to property acquisition, a matter of potential litigation related to zoning and a matter of police security in the downtown areas. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Howell, 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 Bailey, seconded by Alderman Addy to follow the recommendation of the Human Resources Director and accept the resignation of Dustin Kannada in the Oxford Electric Department effective immediately and advertise for his replacement. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

39. Recess to meet on September 26, 2017 at 1:00pm.

It was moved by Alderman Morgan, seconded by Alderman Bailey to recess to meet on September 26, 2017 at 1:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

Robyn Tannehill

Robyn Tannehill, Mayor

Ashley Atkinson, City Clerk

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Sun	Mon	Tue	Wed	Thu	
1	2	3 ARIDE in Hattiesburg @ Hattiesburg	4	5	
8	9	10	11	12	
		SFST in Columbus @ Columbus, MS, USA			
15	16	17	18	19	
		ARIDE in Meridian @ Meridian			MAHS
22	23	24	25	26	
		SFST in Philadelphia @ Philadelphia, MS			
			Prosecutor's Conference @ Philadelphia, MS 39350		
29	30	31	1	2	
			ARIDE in Tupelo @ Tupelo, MS, USA		

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MS TIDE

Sun	Mon	Tue	Wed	Thu	
29	30	31	1	2	
			ARIDE in Tupelo @ Tupelo, MS, USA		
5	6	7	8	9	
		SFST in Natchez @ Natchez, MS 39120, USA			
12	13	14	15	16	
	STORM Conference @ Vicksburg, MS, USA				MAHS
19	20	21	22	23	
26	27	28	29	30	
		SFST in Lucedale @ Lucedale, MS 39452, USA			

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Sun	Mon	Tue	Wed	Thu	
26	27	28	29	30	
		SFST in Lucedale @ Lucedale, MS 39452, USA			
3	4	5	6	7	
	MHP Cadet class SFST / ARIDE @ Pearl, MS, USA				
10	11	12	13	14	
		SFST in Oxford @ Oxford, MS, USA			
17	18	19	20	21	
	ARIDE in Desoto County @ Desoto County				
24	25	26	27	28	
31	1	2	3	4	
		SFST in Greenwood @ Greenwood, MS, USA			

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MS TIDE

Sun	Mon	Tue	Wed	Thu	
31	1	2	3	4	
		SFST in Greenwood @ Greenwood, MS, USA			
7	8	9	10	11	
		SFST Hattiesburg @ unknown			
14	15	16	17	18	
		Office @ Oxford, MS, USA			MAHS
21	22	23	24	25	
		SFST Hinds or Madison County @ unknown			
28	29	30	31	1	
		SFST in Desoto @ Hattiesburg, MS, USA			

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Sun	Mon	Tue	Wed	Thu	
28	29	30	31	1	
		SFST in Desoto @ Hattiesburg, MS, USA			
4	5	6	7	8	
	SFST Instructor School @ unknown		DRE IDC @ unknown		
11	12	13	14	15	
		ARIDE Coast @ unknown			MAH
18	19	20	21	22	
		Office @ Oxford, MS, USA			
25	26	27	28	1	
		SFST in Starkville @ Starkville			

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MS TIDE

Sun	Mon	Tue	Wed	Thu
25	26	27	28	1
		SFST in Starkville @ Starkville		
4	5	6	7	8
	8am - Alabama DRE School #7 @ ACJTC, Selma, AL			
11	12	13	14	15
Alabama DRE School #7 @ ACJTC, Selma, AL				
18	19	20	21	22
				Alabama DRE #7 Field Certific
25	26	27	28	29
Alabama DRE #7		SFST in Hancock @ Hancock		

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ARIDE

Sun	Mon	Tue	Wed	Thu	
				5	
8	9	10	11	12	
		SFST in Meridian @ Meridian			
15	16	17	18	19	
		ARIDE in Corinth @ Corinth			
22	23	24	25	26	
		SFST in McComb @ McComb			
29	30	1	2	3	

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MS TIDE

Sun	Mon	Tue	Wed	Thu
29	30	1	2	3
6	7	8	9	10
	STORM Conference			
13	14	15	16	17
		SFST Vicksburg		
20	21	22	23	24
		SFST Winona		
27	28	29	30	31

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Sun	Mon	Tue	Wed	Thu
27	28	29	30	31
3	4	5	6	7
		SFST Biloxi		
10	11	12	13	14
	8am - Alabama DRE School #8 @ ACJTC, Selma, AL			
17	18	19	20	21
Alabama DRE School #8 @ ACJTC, Selma, AL				
24	25	26	27	28
		ARIDE Oxford		Alabama DRE #8 Field Certifi

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MS TIDE

Sun	Mon	Tue	Wed	Thu
1 Alabama DRE #8	2	3	4	5
8	9	10 SFST Tupelo	11	12
15	16	17 ARIDE Madison	18	19
22	23	24 SFST Columbus	25	26
29	30	31 SFST Brandon	1	2

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Sun	Mon	Tue	Wed	Thu
29	30	31	1	2
		SFST Brandon		
5	6	7	8	9
		SFST Southaven		
12	13	14	15	16
DRE Conference @ Nashville, TN, USA				
19	20	21	22	23
		SFST Columbia		
26	27	28	29	30
		ARIDE Greenwood		

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MS TIDE

Sun	Mon	Tue	Wed	Thu
26	27	28	29	30
		ARIDE Greenwood		
2	3	4	5	6
		SFST Picayune		
9	10	11	12	13
		SFST Corinth		
16	17	18	19	20
23	24	25	26	27
30	1	2	3	4

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 SAFEGUARD - DEMENT 61-9165

TRAVEL REQUEST TO BE APPROVED BY THE BOARD OF ALDERMEN

Person and/or persons traveling: Cowan Hunter

Travel to: Jackson, MS

Date: Oct. 3rd & 4th

Description of School or Seminar: Natural Capital Conference

Cost of Registration fee: $165.00

Cost of Lodging: $104.00

Mileage Cost: 153 miles @ .535 = $81.86

Meal Cost: $41 x 2 = $82.00

Total Estimated Cost: $332.86

Approved by the Board of Aldermen on _____

Megan Sealy

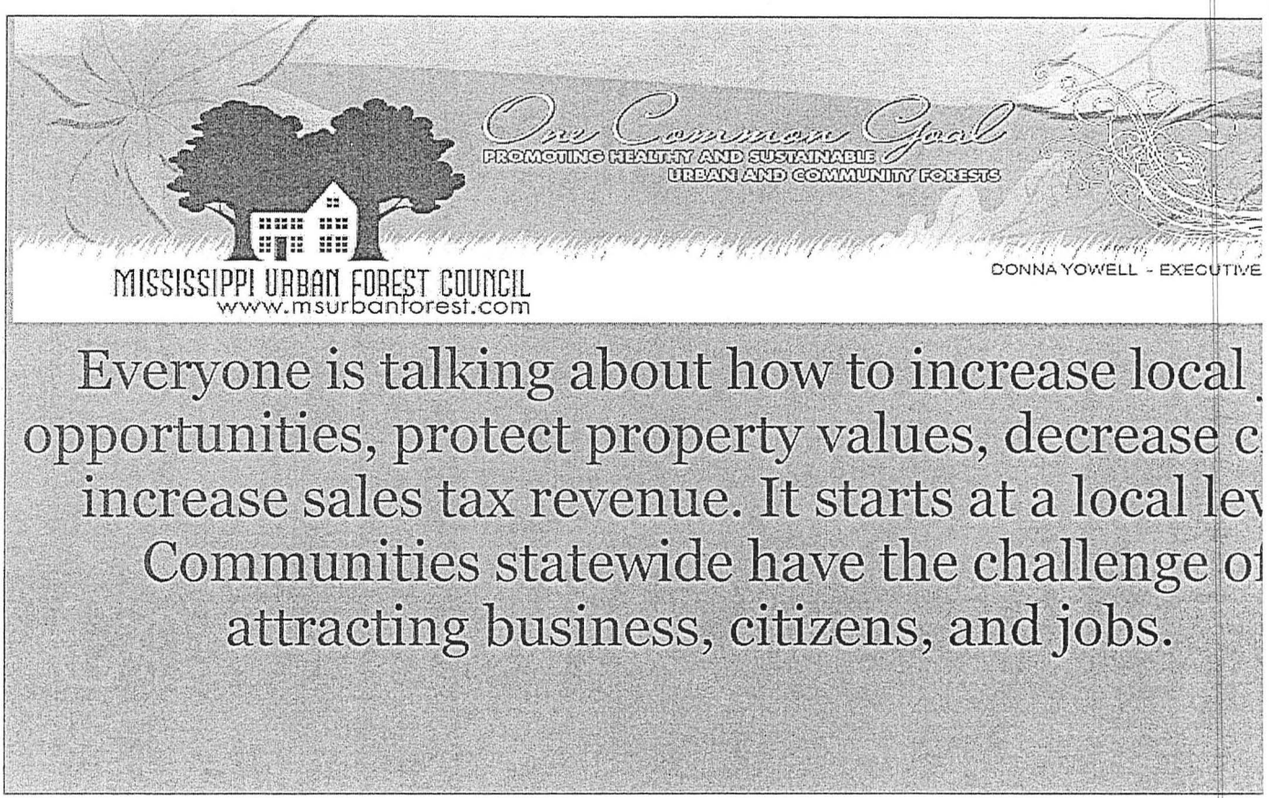
From: Cowan Hunter <ranger1275@hotmail.com>
Sent: Wednesday, September 13, 2017 2:04 PM
To: megan.sealy@oxfordms.net
Subject: Urban Forest Conference

Here is info for annual conference. I can drive down Tuesday and attend Wednesday only. No one else plans to go. CH

Sent from my iPhone

Begin forwarded message:

> **From:** Mississippi Urban Forest Council <dyowell@aol.com>
> **Date:** September 11, 2017 at 12:45:08 CDT
> **To:** ranger1275@hotmail.com
> **Subject: How to improve community jobs, sales tax revenue with natural capital**
> **Reply-To:** dyowell@aol.com



MINUTE BOOK No. 74, CITY OF OXFORD

SAFEGUARD DEMENT 61-9165

Learn about natural capital to enhance your community. It is an important piece of the puzz makes a difference for you and your citizen's fu This is the only conference that covers that subj detail and it is offered only one time per year. Yo not want to miss this opportunity.

Natural Capital Conference:

Sustainable Communities, Homes, and Businesses

October 4 & 5, 2017

MS Agriculture Museum, Jackson, MS

For Sustainable Communities, Homes and Busines

30th Urban Forestry and Green Infrastructure Educational Summit

October 4 & 5, 2017

Pre-conference 'Forest in the City Tree Tour" on October 3, 2017

MS Agriculture Museum, Jackson, MS

AGENDA

Pre-conference Activity -

Tuesday, October 3, 2017 -

9a.m. - 11:30 a.m.

Tree Tour by Dr. Stephen Dicke, MS State Extension Service.

keep Jack

KEEP AMERIC

MS Agriculture Museum Tree Tour and Tree Dedication - The tree tour will include a walking tour of the m

useum campus with specialists to identify tree species, native plants, birds, agriculture activities in the city and water management. Join us for an educational tour of a "Forest in the City" and experience the benefits of gre infrastructure.

Wednesday, October 4, 2017

9am	Welcome - Jim Ewing, President, MS Urban Forest Council
9:15 - 9:45 a.m.	City of Jackson Sustainable Vision and Plans: Mayor Chokwe Antar Lumumba
9:45 - 10:45 a.m.	Sustaining Natures Green System (Part One) - Dr. Malcolm Guidry, Urban Forester, City of Mandeville
10:45 - 11:30 a.m.	Arboreta and Urban Forestry Programs: Donna Yowell, MS Urban Forest
11:30 -12:30 p.m.	Lunch and Learn - (Cook-Out)
12:30 - 1:15 p.m.	Greener Cities - Challenges and Solutions: Mayor Gene McGee, Ridgeland and **Chip Johnson, Former Mayor of Hernando**
1:15 - 2:00 p.m.	Low Maintenance Plant Material for Your Community and Gardens: Gary Bachman, MS State Extension Service, Author Southern Gardening
2:00 - 2:45 p.m.	Sustaining Natures Green System (Part Two) - Dr. Malcolm Guidry, Urban forester for City of Mandeville
2:45 - 3:15 p.m.	Vegetive Debris Management: Jennifer Milner, MDEQ
	Networking Break - Display Introductions
3:45 - 4:30 p.m.	Prepare for the Next Storm: Charlie Marcus, Legacy Arborist Services of Tallahassee, formerly Urban Foresty Coordinator for Florida Forestry Commission
4:30 - 5:00 p.m.	Correct Planting and Maintenance of Trees: Martha Hill, Hinds CC Landscape

Environmental Justice, Social Equity and Greenspace: Cassandra Johnson, US Forest Service

Demonstrations of how to make a terrarium by The Fern Man, Bob Stribling

Celebration of Trees Sustainable Awards Event

Dragos on County Line Road, Jackson

Green Mayors, Green Cities, Civic Awards,

Green Developer, and other doing green work in their communities.

You can submit a nomination today!

Thursday, October 5, 2017

9:00 - 9:45 a.m.	Community and City Green Designs: Robert Poore, Native Habitats
9:45 - 10:30 a.m.	Cut Flowers and Color for Your Community, Home or Business Landscape: Nellie Neal, Gard
10:30 - 10:45 a.m.	Break
10:45 - 11:30.a.m.	Urban Farms and Agri-tourism: Shelly Johnstone, Johnstone and Associates, AICP
11:30 - 12:15 a.m.	Bird-Friendly Spaces and Working with Schools: Ken Hackman, Madison Central High
12:15 p.m. The	Lunch and Learn (cook out) - Fruit Orchards for Community, Home or Business: Taylor Yowel Garden Farmacy and Larry Stephenson, Southern Fruit Fellowship
1:30 -2:30 a.m.	Smart Landscapes and Water Conservation: Bob Brzuszek: MS State Landscape School
2:30 - 3:15 p.m.	Trees for Bees and Other Pollinators: Ellis Carson, Memphis Botanic Garden
3:15 - 3:30 p.m.	Break
3:30 - 4:00 p.m.	Safety in the Landscape- OSHA, US Department of Labor
4:00- 4:30 p.m.	Mississippi Forestry Commission: Todd Matthews: MS Forestry Commission
4:30- 5:00 p.m. Parks	Mississippi's Community Fishing Program: Dennis Riecke: MS Department of Wildlife, Fisheri

5:00 P.M. Mississippi Urban Forest Council will hold its annual business meeting after the program which is public and guests are welcome. New board members will be selected. Join us to continue to make a 'green difference we live, work and play.

Continuing Education Hours Available:

CMO's for elected officials, planners, parks & recreation, engineers, Master Gardeners, landscape architects, p city employees, public works, Food Farmers, Urban Forest Masters and others. You must apply for credits thr professional association. 16 hours for ISA and 16 hours for American Foresters.

Host Hotel:

Hilton County Line Road, Jackson, MS - $104 rate if booked by September 19, 2017

Ask for MS Urban Forest Council room block. Hilton reservations number: 1-800-774-1500

Reserve Your Seat Today!

Mail this form with a check or email P.O. number to: Mississippi Urban Forest Council, 164 Trace Cove Driv Mississippi 39110. You may also request billing, use credit card or pay at the door.

Call, text (601-672-0755) or email (dyowell@aol.com) to reserve your seat. Register by September 30, 2017

Registration Form

Name Corvan Hunter

Affiliation/Organization City of Oxford

Phone 662-232-2306

E-mail _____

You may register for one day or for both days. The Tree Tour is a special fund raiser for Keep Mississippi Bea 30th Green awards will be held the evening of October 4, 2017 at the Hilton on County Line Road. Nomination awards are open to anyone wanting to nominate a recipient.

Please check appropriate event option(s):

Conference registration by each day and/or event:

	October 3, 2017: Tree Tour	$25.00 _____
	October 4, 2017: Summit and Lunch	$65.00 X
	October 5, 2017: Summit and Lunch	$50.00 _____
	October 4, 2017-Awards Dinner	$30.00 _____
Total		$65.00

Exhibitors

(Two full days, includes one registration) $200.00_____ plus a door prize

Sponsors for the event are invited. We will include your logo on the outreach material, registration a present your product or services. Beginning at $500 and up. $_____

Scholarships: A conference registration scholarship is available for 10 city officials and 10 college students. Fi basis, request now. Scholarship does not include the $30 awards dinner. Please contact us for approval.

You may register four ways:

1. Mail this form with a check or email purchase order number to: Mississippi Urban Forest Council, 164 Tr Drive, Madison, Mississippi 39110 or dyowell@aol.com.

2. You may also request billing, use credit card or pay at the door.

3. You may register by texting or calling (601) 672-0755

4.

You may also register on our FB page: Mississippi Urban Forest Council.

Register by September 30, 2017

Early Bird before August 31, 2017 only $99.00

Celebration of Trees Green Awards

October 4, 2017 - 6:30 p.m.

Hilton County Line Road-Penthouse, Jackson, MS

Key Note Speaker to Be Announced

Invitation to Nominate for Award :

Each year the Mississippi Urban Forest Council recognizes and honors cities, businesses, civic groups, sch
others that have demonstrated success with community forestry and green infrastructure. We invite you t
a nomination for the upcoming 2015 awards ceremony. This is a great way to promote locally driven work
community and people making a difference. **Nomination deadline is September 20, 2017** and sho
submitted via email to the Mississippi Urban Forest Council at .

Award Categories:

Local Government:	A. < 20,000 pop.	B. > 20,000 pop.
Tree City, USA	Individual	Urban Forest Master
Youth Group	Reforesting Award	Scenic Community of MS
Civic Organization	Certified Urban Forests	"Green" Mayor Award
Dedicated Communication	Partnership Award	Professional Urban Forester
Life Time Achievement	Commercial Development	Seedling Youth Award
City Farmer		

How to Nominate:
Submit a one page summary with local press and photos supporting the work involved. Include all contac
information. Submit to Donna Yowell at or mail to 164 Trace Cove Drive, Madison, MS
39110. For more information contact Donna at (601)672-0755.

This educational series is funded by the Mississippi Urban Forest council with several sponsors including the Missis
Forestry Commission, Keep Jackson Beautiful, Lamar.

Mississippi Urban Forest Council, 164 Trace Cove Drive, Madison, MS 39110

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Resolution on Declaring September 30, 2017
"Lake McLarty Elliott Day"

Whereas Mrs. Lake McLarty Elliott was born in Lafayette County on September 30, 1912, and

Whereas Mrs. Elliott attended school in Lafayette County beginning at the age of 5 in a one room school taught by her mother, Ada McLarty and graduating from University High School in June 1932, and

Whereas Mrs. Elliott was chosen as Miss Oxford in 1935, and

Whereas Mrs. Elliott began working at Tomlinson's Jewelry Store at the age of 17, bought the store in 1945 at which time changed the name to Elliott Jewelers. She actively owned and operated the business until 1978, and

Whereas Mrs. Elliott served the community in B & PW Club, Oxford Pilot Club and the Oxford Garden Club for many years serving as President of each organization, and

Whereas Mrs. Elliott is a founding member of Woman's Forum which was founded in October 1948 and has continued for 69 years of service to Oxford, and

Whereas Mrs. Elliott is the oldest member of First Baptist Church of Oxford in which she has served on many committees, taught Sunday School and hosted many visiting pastors, and

Whereas Mrs. Elliott served alongside her husband, Mayor Richard W. Elliott, as First Lady of the City of Oxford for 16 years and

Whereas Mrs. Elliott was chosen as Oxford's Citizen of the Year in 1982, and

Whereas Mrs. Elliott was presented the Spirit of Service Award for Outstanding Community Service Volunteer in 1988 by South Central Bell Telephone Company, and

Whereas Mrs. Elliott served on the Community Member Advisory Board of Baptist Memorial Hospital in 1990-91.

Be it resolved that the Mayor and Board of Alderman declare September 30, 2017 as "Lake McLarty Elliott Day" in honor of Mrs. Elliott's lifetime contributions made to the City of Oxford.

Declared on the 19th Day of September 2017 by the Mayor and Board of Alderman of the City of Oxford, Mississippi.

_____
Robyn Tannehill, Mayor, City of Oxford, Mississippi

PROCLAMATION
Constitution Week 2017

Whereas, September 17, 2017 marks the two hundred and thirtieth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

Whereas, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

Whereas, public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as constitution week;

NOW, THEREFORE, I, Robyn Tannehill, Mayor of the City of Oxford, County of Lafayette, State of Mississippi, do hereby proclaim September 17 through 23, 2017 to be

CONSTITUTION WEEK

AND ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 11th day of September of the year of our Lord two thousand seventeen.

Signed Robyn Tannehill SEAL Attest

PROCLAMATION

A PROCLAMATION DECLARING OCTOBER AS DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, **Family Crisis Services of Northwest MS, INC** recognizes that domestic violence is a serious crime that affects people of all races, ages, gender, and income levels; and

WHEREAS, Domestic violence is widespread and affects over four million Americans each year as well as thousands of Mississippians; and

WHEREAS, one in three Americans have witnessed an incident of domestic violence; and

WHEREAS, children that grow up in violent homes are believed to be abused and neglected at a rate higher than the national average; and

WHEREAS, domestic violence costs the nation billions of dollars annually in medical expenses, police and court costs, shelters, foster care, sick leave, absenteeism, and non-productivity; and

WHEREAS, only a coordinated community effort will put a stop to this heinous crime; and.

WHEREAS, Domestic Violence Awareness Month provides an excellent opportunity for the citizens of Oxford to learn more about preventing domestic violence and to show support for the numerous organizations and individuals who provide critical advocacy, services, and assistance to victims.

NOW, THEREFORE, IT IS PROCLAIMED by the Mayor and City Council of the City of Oxford, Mississippi, proclaims the month of October as Domestic Violence Awareness Month and urge the citizens of Oxford to work together to eliminate domestic violence from our community.

IN WITNESS WHEREOF, I have here unto set my hand and caused the Seal of the City of Oxford to be affixed on this _____ day of _____, 2017.

Robyn Tannehill

Robyn Tannehill, Mayor of Oxford

MINUTE BOOK No. 74 CITY OF OXFORD

CONTRACT AGREEMENT FOR SAFEGUARD - DEMENT 61-9165

5310 ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES

PUBLIC TRANSPORTATION PROGRAM

CONTRACT No. #76-0016-17-662
CFDA No #20.513
DUN No. #142136618
FED. AWARD ID No # MS-2017-008-00

This Contract Agreement is made by and between the Mississippi Transportation Commission acting by and through the Mississippi Department of Transportation (hereinafter referred to as the DEPARTMENT), an Agency of the State of Mississippi, and **Retired Senior Citizens Program** (hereinafter referred to as the CONTRACTOR).

WHEREAS, Chapter 53, (49 U.S.C. Section 5310), as amended formerly referred to as Section 16 of the Federal Transit Act, provides federal capital, administrative and operating assistance for public transportation in rural and small urban areas by way of a formula grant program to be administered by the State; and

WHEREAS, the goals of the Elderly & Disabled Public Transportation Program are to assist in providing services that meet the special needs of elderly and persons with disabilities for whom public transportation services are unavailable, insufficient or inappropriate; and

WHEREAS, the CONTRACTOR has submitted to the DEPARTMENT an application for financial assistance to provide public transportation services to the residents of **Lafayette** County/ies, Mississippi, hereinafter referred to as the "PROJECT" as described in the project application for financial assistance; and

WHEREAS, the Department is authorizing the Contractor to incur project costs, where appropriate, beginning October 1, 2017; and ending September 30, 2018.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the DEPARTMENT and the CONTRACTOR hereby agree as follows:

Section 1. Purpose of Contract Agreement. The purpose of this Contract Agreement is to provide for the authorization to receive federal assistance, maintain title to and operate approved Project equipment by the CONTRACTOR as defined by Section 2 below and to state the terms, conditions and mutual understandings of the parties as to the manner in which the Project will be undertaken and completed.

Section 2. Scope of Project. The CONTRACTOR shall undertake and complete the PROJECT as described in the Section 5310 Grant application submitted to the DEPARTMENT on behalf of **Retired Senior Citizens Program** as approved by the DEPARTMENT (said application is herewith incorporated herein as **"Exhibit A"** to this Contract Agreement by reference and made a part hereof as if fully copied herein in words and figures and is officially on file at the office of the DEPARTMENT) to administer a Elderly and Disabled Transportation Project and provide transportation service to the residents of **Lafayette** County/ies, Mississippi, in accordance with the applicable policies contained in the approved State Management Plan, as well as the terms and conditions of this Contract Agreement.

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Section 3. Period of Performance. The CONTRACTOR shall commence, carry on, and complete the PROJECT within the time periods set forth below.

a. The period of performance for all expenditures under the PROJECT shall be from October 1, 2017 through September 30, 2018.

Section 4. Funding.

a. Project Funding

(1) Funds to cover the federal share of this PROJECT's cost are being provided through an appropriation authorized under Section 5310 of the Federal Transit Act of 1991, as amended, and it shall be the responsibility of the DEPARTMENT to obtain these funds from the Federal Transit Administration (hereinafter referred to as FTA). Failure of the DEPARTMENT to obtain these funds from the FTA shall result, upon notification by the DEPARTMENT to the CONTRACTOR, in termination of the contract. The CONTRACTOR shall initiate and pursue completion all actions necessary to enable the CONTRACTOR to provide its share of the Project costs. The CONTRACTOR'S share of the Project cost may range from 10% - 20% for capital. The CONTRACTOR shall provide its share of the Project cost at or prior to the time that the DEPARTMENT determines that such funds are needed to meet Project costs.

(2) **The maximum amount of Section 5310 funds payable to the CONTRACTOR for the work described in Section 2 (Scope of Project) shall be $0.00.**

(3) **Availability of Funds**
It is expressly understood and agreed that the obligation of the DEPARTMENT to proceed under any Contract or Agreement is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and/or the receipt of state and/or federal funds, as provided by Section 27-104-25, of the Mississippi Code.

a. **Suspend and/or Stop Work:** If at any time the funds anticipated for the fulfillment of this Contract or Agreement are not forthcoming, or are 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 the DEPARTMENT for the performance of this Contract or Agreement, then this Contract or Agreement shall be suspended and/or a stop work order issued automatically without any notice to Consultant and/or CONTRACTOR or any surety, for a period not to exceed ten (10) business days, effective immediately upon the date that said funds are not available, without damage, penalty, cost, or expenses to the DEPARTMENT of any kind whatsoever. CONTRACTOR and/or Consultant are responsible for monitoring the actions of the Mississippi Legislature in its enactment, or its failure to enact, any budget

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appropriation for the Mississippi Department of Transportation for the ensuing Fiscal Year, or, to monitor the Mississippi Department of Transportation website at, www.gomdot.com.

In the event that said suspension or stop work is necessary, CONTRACTOR and/or Consultant shall take all necessary steps to minimize the incurrence of costs allocable to the suspension and/or stop work order, and advise all subcontractors and contractors to do the same. Upon expiration of the ten (10) business days, if said funds remain unavailable, then DEPARTMENT may, at its discretion, elect to terminate this contract, or to extend the suspension and/or stop work order of said Contract and/or Agreement.

If a suspension and/or stop work order is not canceled and the work covered by such suspension and/or order is terminated, the CONTRACTOR and/or Consultant may be paid for services rendered prior to the termination. In addition to payment for services rendered prior to the date of termination, the DEPARTMENT may be liable only for the costs, fees, and expenses, if any, for demobilization and close out of this Contract, based on actual time and expenses incurred by the CONTRACTOR and/or Consultant. In no event shall the DEPARTMENT be liable for lost profits or other consequential damages.

Or,

b. TERMINATION: If at any time the funds anticipated for the fulfillment of this Contract or Agreement are not forthcoming, or are 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 the DEPARTMENT for the performance of this Contract or Agreement, the DEPARTMENT shall have the right, upon ten (10) days written notice to the Contractor and/or Consultant, to terminate this Contract and/or Agreement without damage, penalty, cost, or expenses to the DEPARTMENT of any kind whatsoever. The effective date of termination shall be as specified in the notice or at the end of any fiscal funding period wherein the funds are not available.

In addition to payment for services rendered prior to the date of the termination, the DEPARTMENT may be liable only for the costs, fees, and expenses, if any, for demobilization and close out of this Contract, based on actual time and expenses incurred by the CONTRACTOR and/or Vendor. In no event shall the Commission be liable for lost profits or other consequential damages.

b. Allowable Cost. Expenditures made by the CONTRACTOR shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. The expenditures must be:

(1) Made in conformance with the Project description and the approved Project budget herewith incorporated by reference and set forth as **Exhibit B** and all other provisions of this Contract Agreement;

(2) Necessary in order to accomplish the PROJECT;

(3) Reasonable in amount for the goods or services purchased;

(4) Actual net costs to the CONTRACTOR (net cost means the price paid minus any refunds, rebates, or other items of value received by the CONTRACTOR which have the effect of reducing the cost actually incurred);

(5) Incurred and be for work performed after the date of this Contract Agreement;

(6) In conformance with the standards for allowable costs and other requirements as set forth in the following regulations:

(a) OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," 2 CFR Part 225;

(b) OMB Circular A-21, "Cost Principles for Educational Institutions," 2 CFR Part 220;

(c) OMB Circular A-122, "Cost Principles for Non-Profit Organizations," 2 CFR Part 230;

(d) Final OMB Uniform Guidance: Cost Principles, Audit and Administrative Requirements for Federal Awards Subpart F, Appendices IV, V and IX; and all amendments thereto to the above listed OMB documents, incorporated herein by reference insofar as applicable hereto;

(7) To the satisfaction of the DEPARTMENT;

(8) Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the DEPARTMENT; and

(9) All purchases must be made consistent with State Laws and Purchasing Procedures.

(10) Allowable costs shall be reduced by **all** income, including, but not limited to, farebox revenue and contract revenue (excluding revenues derived from human service agency contracts), received by the CONTRACTOR for services provided under this program or for any other use of equipment purchased through this program. Allowable costs may include eligible costs that are paid by the CONTRACTOR using local contributions that are not required as a part of the match for this project. Local contributions may be added to funds committed to the project budget to further the purposes of the project.

c. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the CONTRACTOR or others, shall be supported

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by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges. Only those expenses which have already been paid by the CONTRACTOR shall be submitted for reimbursement.

d. Certification Regarding Application and Budget. The CONTRACTOR acknowledges that the DEPARTMENT has relied upon the CONTRACTOR'S application and budget in making this grant award and executing this Agreement. The CONTRACTOR certifies that its application and budget are truthful, accurate and complete and that **all** revenues and expenses related to this project, irrespective of the source, are properly reflected on the CONTRACTOR'S application and the approved budget. The CONTRACTOR further acknowledges and agrees that any misstatement in the application or budget constitutes grounds for immediate termination and/or cancellation of this Agreement.

e. Establishment and Maintenance of Accounting Records. The CONTRACTOR shall establish and maintain separate accounts for the PROJECT, either independently or within the existing accounting system, to be known as the Project Accounts. The accounts shall be capable of segregating, identifying and accumulating the allowable project costs.

f. Payment. The DEPARTMENT will provide payments to the CONTRACTOR for allowable costs that have been paid by the CONTRACTOR when such costs are supported by a properly executed request for payment and related invoices. Payments, at the discretion of the DEPARTMENT, may be made in accordance with the advance payment request procedures as outlined in 2 CFR Part 1201 or the guidance provided by FTA Circular 5010.1D, Grant Management Guidelines and any amendments thereto. The CONTRACTOR shall invoice the DEPARTMENT at least monthly but not more often than two (2) times in any one month for payment of costs incurred and deemed allowable as defined by Section 4(b). Reimbursement requests must be submitted in accordance with schedules that allow for payments to be approved by the Transportation Commission during regular meetings which are held routinely on the second and fourth Tuesday of each month.

The itemized request for payment, including invoices, shall be reviewed and approved by the MDOT staff. A retainage of at least five (5%) percent of the approved payment will be withheld until the PROJECT is completed, and the annual Statement of Revenues and Expenditures or, if applicable, an audit in accordance with OMB Circular A-133 as amended, has been accepted, unless otherwise advised in writing by the Executive Director. Any costs deemed ineligible for reimbursement by the DEPARTMENT in accordance with the terms and conditions of this Contract Agreement shall be deducted from the retainage before final payment is made or the DEPARTMENT may issue a formal written request for repayment. Any rejected or unaccepted costs shall be borne by the CONTRACTOR.

The CONTRACTOR agrees that reimbursement of any cost, in accordance with the indicated payment methods, does not constitute a final decision by the DEPARTMENT about the allowability of that cost and does not constitute a waiver of any violation by the CONTRACTOR of the terms of this agreement. The CONTRACTOR understands that a final determination concerning allowability

will not be made until an audit of the project has been completed. If the DEPARTMENT determines that the contractor is not entitled to receive any part of the federal funds requested, the CONTRACTOR will be notified in writing. Close-out of this project will not alter the CONTRACTOR'S obligation to return any funds due to the DEPARTMENT as a result of later refunds, corrections or other transactions. Project close-out will not affect the DEPARTMENT'S right to disallow costs and recover funds on the basis of a later review or audit.

g. E-Invoice and E-Payment PayMode This DEPARTMENT requires that all CONTRACTORS submit invoices electronically throughout the term of this agreement and/or contract. CONTRACTOR invoices shall be submitted to the DEPARTMENT using the processes and procedures identified by the DEPARTMENT, which are known and/or available to the CONTRACTOR. Procedures for new CONTRACTORS may be found in the MAAPP Manual in the Vendor File Maintenance sections 11.20.10, 17.20.05 and 17.10.10, and in the related section on requirements for requesting an exemption from electronic payment found in section 17.10.20. CONTRACTOR understands that CONTRACTOR must be enrolled in PayMode e-payment module prior to being enrolled for e-invoicing, and agrees to same, unless CONTRACTOR has applied for and been granted, an exemption. CONTRACTOR may request assistance enrolling by contacting www.mmrs.state.ms.us or by calling the MMRS Call Center at (601) 359-1343. The CONTRACTOR agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. These payments shall be deposited in the bank account of the CONTRACTOR'S choice. CONTRACTOR understands that the DEPARTMENT is exempt from the payment of taxes. All payments shall be in United States Currency.

Payments pursuant to this award will be made for eligible costs documented by invoices for the equipment, work or services incurred in accomplishing PROJECT. Final payment will be made after review and approval by the DEPARTMENT of documentation of the completion of the PROJECT and/or any audit documents as may be applicable.

The DEPARTMENT reserves the right to amend or withdraw this award at any time prior to its acceptance by the CONTRACTOR.

h. Disallowed Costs. In determining the amount of Federal assistance the DEPARTMENT will provide, the DEPARTMENT will exclude all PROJECT costs incurred by the CONTRACTOR prior to the date authorized by this Contract Agreement, and any costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the DEPARTMENT.

i. Prohibition Against Use of Federal Funds for Lobbying.

1. The CONTRACTOR or any sub-recipient shall not use Federal assistance funds and funds provided by way of this contract for publicity or propaganda purposes designed to support or defeat legislation pending before Congress.

SAFEGUARD - DEMENT 61-9165

i. The CONTRACTOR agrees that 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.

j. Interest/Excess Payments. The following requirements apply to the CONTRACTOR:

Upon notice by the DEPARTMENT to the CONTRACTOR of specific amounts due, the CONTRACTOR shall promptly remit any excess payment of amounts or disallowed costs to the DEPARTMENT. Interest may be assessed from the time of notice and charged for any amounts due to the DEPARTMENT that are not paid as set forth in the State Management Plan.

k. Deobligation of Funds. The DEPARTMENT reserves the right to deobligate unspent funds prior to project close-out.

Section 5. Reports and Records.

a. The CONTRACTOR shall advise the DEPARTMENT in writing regarding the progress of the PROJECT at such time and in such format as the DEPARTMENT may require, including but not limited to meetings and interim reports. The CONTRACTOR shall collect and submit to the DEPARTMENT at such time as the DEPARTMENT may require, such financial statements, data, records, contracts, and other documents related to the PROJECT as may be deemed necessary.

b. The CONTRACTOR and subcontractors shall retain all records pertaining to this PROJECT for a period of three (3) years from the date of final payment by the DEPARTMENT to the CONTRACTOR. However, if any litigation or legal action, by or on behalf of the state and federal government has begun that is not completed at the end of the (3) year period, or of audit finding, litigation or legal action has not been resolved at the end of the (3) year period, the records shall be retained until resolution.

Section 6. Review / Audit, Inspection and Close-out.

a. In the event that the CONTRACTOR receives reimbursements through this agreement, CONTRACTORS must prepare an annual Statement of Revenues and Expenditures for the current year ending September 30. The Statement of Revenues and Expenditures, along with a computation of Section 5310 funds due the contractor must be submitted to the Department within one hundred and twenty (120) days of the end of the period of performance listed in Section 3. Failure to submit the Statement of Revenues and Expenditures and the supporting documentation may result in the forfeiture of the retainage withheld by the Department.

b. To the extent required, the CONTRACTOR shall cause an audit to be performed in accordance with OMB Circular A-133 as amended and guidance provided by the

DEPARTMENT. The audit, if required, shall be submitted to the DEPARTMENT within one hundred eighty (180) days of the period of performance listed in Section 3. Failure to acquire an audit, if and as required, without substantial justification in the opinion of the DEPARTMENT and written concurrence from the Executive Director, will result in the forfeiture of the retainage withheld by the DEPARTMENT, but not limited thereto. Such retainage may be used to pay the cost of an audit or assessment of the project. Any retainage that subsequently remains may be released to the project upon approval by the Commission.

c. The CONTRACTOR shall permit and shall require third party contractors to permit the DEPARTMENT, the Comptroller General of the United States and the Secretary of the United States Department of Transportation or their authorized representatives to inspect all vehicles, facilities, equipment, materials, and supplies purchased by the CONTRACTOR as part of this project, all transportation services rendered by the CONTRACTOR by the use of such vehicles, facilities and equipment, and all relevant payrolls, project data and records. The CONTRACTOR shall also permit the above named representatives to audit the books, records and accounts of the CONTRACTOR pertaining to the Project.

d. The CONTRACTOR agrees that any amounts to be refunded to the DEPARTMENT shall be repaid within 30 days of written notification by the DEPARTMENT. Failure to do so may result in delays or suspension of subsequent invoice payments. At a minimum, the following circumstances may result in requests for repayments/refunds:

(1) excess program generated income;
(2) excess contributed income;
(3) other excess income.

e. Project close-out occurs when the DEPARTMENT notifies the CONTRACTOR in writing and forwards the final federal assistance payment or when the CONTRACTOR'S remittance of the proper refund or repayment has been acknowledged in writing by the DEPARTMENT.

Section 7. Contracts Under This Contract Agreement. Unless otherwise authorized in writing by the DEPARTMENT, the CONTRACTOR shall not assign any portion of the work to be performed under this contract agreement, or execute any contract amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract agreement without the prior written concurrence of the DEPARTMENT.

a. The Contractor shall ensure that every subcontract includes any clauses required by the contract agreement, federal statutes and implementing regulations.

b. All contracts for services will be developed in accordance with the FTA's requirements for competition and/or private sector participation as referenced in the guidance contained in Circular 4220.1F as amended entitled "Third Party Procurement".

c. In no event shall this contract or equipment, materials and goods provided hereunder be treated as assets of the CONTRACTOR in any bankruptcy or similar proceeding.

 SAFEGUARD - DEMENT 61-9165

Section 8. Purchase of Project Vehicles, Facilities and Equipment. The purchase of all Project vehicles and/or equipment financed in whole or in part pursuant to this Contract Agreement shall be in accordance with the applicable state and federal laws and procurement regulations, including state competitive bidding procedures and laws and specifications approved by the DEPARTMENT, the DEPARTMENT'S State Management Plan and will be consistent where applicable with the Common Grant Rule and/or OMB Circular A-110 (Revised), and Circular 4220.1F and any revisions thereof as applicable. The undersigned CONTRACTOR certifies its Procurement Compliance by the executed "Procurement Compliance" Certificate attached hereto and made a part of Exhibit A incorporated herein by reference.

a. Vehicle Purchases. The DEPARTMENT or CONTRACTOR may purchase vehicles for the Project, using vehicle specifications approved by the DEPARTMENT for the purchase of new vehicles. These vehicles are to include buses, mini-buses, vans and other small vehicles in accordance with the CONTRACTOR'S approved application. All purchases are subject to prior approval of the DEPARTMENT, and must be in accordance with State purchasing laws and approved by the State Bureau of Purchasing. Vehicles purchased by the CONTRACTOR must be approved in writing in advance by the Executive Director of the DEPARTMENT.

b. Other Equipment, Materials, Goods and Services. Other equipment, materials, goods, and services included in the approved application to be financed in whole or in part pursuant to this Contract Agreement may be procured by the CONTRACTOR in accordance with the above procedures and the following requirements:

(1) Specifications and Bid Advertisements. Equipment specifications shall be written so as not to unduly restrict competitive bidding. Equipment specification and advertisement for bid packages shall be approved by the DEPARTMENT prior to submission to prospective bidders.

(2) Award of Bids. The DEPARTMENT must concur in the award of bid to procure equipment for the Project made by the CONTRACTOR prior to the execution of an agreement between the CONTRACTOR and any bidder.

(3) All purchases must be made consistent with State laws and purchasing procedures and revised OMB Circular A-110 where appropriate.

c. Real Property. In general the acquisition of real property shall be in accordance with procedures contained in the Departments State Management Plan and any subsequent specific procedures and requirements provided by the Department. The MDOT may confer with FTA concerning the specific requirements governing the acquisition, use or disposition of real property purchased with federal funds.

Section 9. Title to Project Equipment and Real Property. Title to Project equipment, land and facilities shall be in the CONTRACTOR'S name subject to the restrictions of use and disposition of the Project as set forth herein and in accordance with Section 10, 11 and 14 of this Contract Agreement. The DEPARTMENT shall be listed as first lienholder on and maintain all original titles to project equipment and one set of keys. If this Contract Agreement is terminated, title to Project vehicles shall become vested in the DEPARTMENT as first lien holder and the DEPARMENT shall have the right to repossess the same.

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a. The CONTRACTOR shall grant to the DEPARTMENT a security interest in the Project equipment through the execution of a security agreement in a form acceptable to the DEPARTMENT and by the filing of financing statements necessary to perfect that security interest, and in regard to vehicles purchased by the CONTRACTOR, under the terms of this Contract Agreement. The DEPARTMENT shall be listed as first lienholder on, and maintain all, original titles to vehicles purchased by the CONTRACTOR, under the terms of this Contract Agreement. **A copy of the Security Agreement form, acceptable to the DEPARTMENT, is attached hereto as Exhibit C.**

b. When real property is acquired and/or developed under the terms of this Contract Agreement, CONTRACTOR grants to the DEPARTMENT a security interest in the real property to secure CONTRACTOR'S performance of the terms of this Contract Agreement and shall perfect that security interest by executing a deed of trust in a form acceptable to the DEPARTMENT and by filing that deed of trust in the land records of the county where the real property is located. At least ten days prior to the transfer of funds under the terms of this Contract Agreement for the acquisition and/or development of real property, the CONTRACTOR shall provide to the DEPARTMENT a title certificate from a licensed attorney to be selected by the DEPARTMENT showing that there are no encumbrances on the real property to be acquired and/or developed, and the CONTRACTOR shall have the title certificate updated immediately prior to the transfer of funds for the acquisition and/or development of the subject property. **A copy of the Deed of Trust form, acceptable to the DEPARMENT, is attached hereto as Exhibit D. A copy of the Notice of Federal Interest Form acceptable to the DEPARTMENT, is attached hereto as Exhibit F which shall be duly recorded in the land records of the county.**

c. In addition, when real property is acquired and/or development under the terms of this Contract Agreement, CONTRACTOR shall convey to the DEPARTMENT the CONTRACTOR'S executory power to transfer any interest in the real property until the CONTRACTOR has fulfilled it's obligations under the terms of this Contract Agreement. The conveyance of the CONTRACTOR'S executory power shall be in a form acceptable to the DEPARTMENT. A copy of the Conveyance of Executory Power form, acceptable to the DEPARTMENT, is attached hereto as **Exhibit F which shall be duly recorded in the land records of the county.**

d. If the CONTRACTOR is a governmental entity, in lieu of b. and c. above, it agrees to execute a notice of federal/state interest. **(a copy of an acceptable form is attached hereto as Exhibit E.)**

Section 10. Use of Project Equipment and Real Property.

a. The CONTRACTOR agrees that the Project equipment, land and facilities shall be used for the provision of transportation service within the area described in the Project description, or some other subsequently authorized area approved by the DEPARTMENT in accordance with Section 14 of this Contract Agreement for the duration of the Project. If, during the duration of the Project, any equipment or real property is not used in this manner or is withdrawn from transportation service for more than thirty (30) days, the CONTRACTOR shall notify the DEPARTMENT in writing and shall dispose of such equipment or real property in accordance with guidance by the DEPARTMENT and Section 14 of this Contract Agreement. The DEPARTMENT shall have the right to conduct periodic inspections for the purpose of confirming maintenance pursuant to this section.

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k. Sanctions for Non-Compliance. In the event of the CONTRACTOR'S non-compliance with the provisions of this section, the DEPARTMENT shall impose such sanctions as it may determine to be appropriate, including but not limited to:

(1) Withholding or discontinuing further reimbursements or funding, and/or;

(2) Cancellation, termination or suspension of the Contract Agreement in whole or in part.

c. The CONTRACTOR shall keep satisfactory records with regard to the use of the PROJECT equipment and shall submit to the DEPARTMENT upon request such information as is required to assure compliance with Title 23 of the CFR.

d. In accordance with 49 CFR, Part 605, as amended the CONTRACTOR may use project equipment for the provision of school bus transportation, as long as such use is a modification of regular service to the general public and such use is not for exclusive school bus transportation to the exclusion of general public riders or represents unfair competition with private operators. The CONTRACTOR agrees to comply with the Charter rules described in 49 CFR, Part 604, as amended.

e. The CONTRACTOR shall neither use nor permit the vehicles, property and equipment provided hereunder to be used for any illegal or unlawful purpose or otherwise subject the vehicles and equipment to confiscation. The CONTRACTOR agrees to reimburse the DEPARTMENT for the fair, retail market value in the event the vehicle and equipment are confiscated while in the possession or control of the CONTRACTOR, together with other such expenses or losses that the DEPARTMENT may incur as a result thereof. The CONTRACTOR further agrees not to permit the vehicles, property and equipment provided hereunder to be used in violation of any Federal, State or municipal/local statute, law, ordinance, rule or regulation applicable to the operation of the vehicles, property and equipment and will indemnify and hold the DEPARTMENT harmless from any and all fines, forfeitures and penalties assessed against such vehicles and equipment.

Section 11. Encumbrance of Project Equipment or Real Property. Except as provided in Section 9 of this Contract Agreement, the CONTRACTOR shall not execute any lease, pledge, mortgage, lien, or other contract (including a grant anticipation note or "Safe Harbor Lease" under Section 168(g)(8) of the Internal Revenue Code of 1954) touching or affecting the Federal interest in any Project facilities or equipment, nor shall it obligate itself in any other manner, with any third party with respect to Project facilities for equipment, unless such lease, pledge, mortgage, lien, contract or other obligation is expressly authorized in writing by the DEPARTMENT; nor shall the CONTRACTOR, by any act or omission of any kind, adversely affect the Federal interest or impair its continuing control over the use of Project facilities or equipment.

Section 12. Records and Maintenance of Project Real Property and Equipment. For the duration of the PROJECT, the CONTRACTOR shall maintain the Project equipment and facilities at a high level of cleanliness, safety and mechanical soundness. The DEPARTMENT shall have the right to conduct periodic inspections for the purpose of confirming proper use and maintenance pursuant to this Section, and the approved program maintenance procedure. The CONTRACTOR must maintain a project equipment inventory and a formal maintenance program. Property records

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must include a description of the equipment, vehicle identification number, source, cost, acquisition date, percentage of federal participation, detailed maintenance records and any disposition data.

Section 13. Insurance. The CONTRACTOR shall obtain insurance adequate to protect the Project's property and equipment, as well as public liability insurance. The DEPARTMENT shall be named as loss payee for property and equipment purchased with Section 5310 funds. The CONTRACTOR shall submit evidence of such insurance coverage including documentation of the solicitation process annually to the DEPARTMENT or prior to beginning vehicle operations, and said coverage shall remain in effect at all times during the duration of the PROJECT.

The CONTRACTOR shall obtain and maintain at all times during the duration of the Project insurance coverages adequate to meet the appropriate requirement of the Mississippi Transportation Commission **or any successor agency**. In the absence of **these** requirements the following insurance coverages in the amounts apply:

Comprehensive general liability insurance in an amount not less than one million dollars ($1,000,000.00), including coverage for blanket contractual liability, broad form property damage, personal injury and bodily injury (including illness, disease and death), and products/completed operations; and

Comprehensive automobile liability insurance, including hired and non-owned vehicles, in an amount not less than one million dollars ($1,000,000.00), covering bodily injury and death and property damage; and

Blanket employee fidelity bond insurance in an amount not less than fifty thousand dollars ($50,000.00); and

Workers' compensation insurance in the amount required pursuant to the laws of the State of Mississippi.

All insurance policies required herein shall be issued by a reputable and substantial insurance company or companies licensed to do business in the State of Mississippi, and shall include an endorsement providing substantially as follows:

Insurer may not cancel this policy, modify or amend its terms or reduce coverage for a period of sixty (60) days after the Mississippi Department of Transportation has been notified by certified mail, return receipt requested, of the Insurer's intention to cancel, modify, amend or reduce the coverage.

The CONTRACTOR shall immediately notify the DEPARTMENT in writing of any notices from insurer concerning cancellation or reduction in insurance coverages.

The DEPARTMENT shall be named as loss payee for property and equipment purchased with Section 5310 funds. On or before the inception of the Period of Performance of this Contract Agreement, the CONTRACTOR shall deliver to the DEPARTMENT a Certificate or Certificates of Insurance, certifying the types and amounts of coverages required herein, the loss payee and the required endorsement.

Section 14. Disposition of Equipment and Real Property. The CONTRACTOR agrees that the Project equipment and property shall be used as described in Section 10 of this Contract Agreement and the approved State Management Plan. If, at any time during the duration of this Project, any

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real property or equipment with remaining useful life is not used as described above, the CONTRACTOR shall notify the DEPARTMENT in writing and after concurrence by the DEPARTMENT shall dispose of such real property or equipment in accordance with applicable laws and regulations and with the following procedures:

a. Disposal of real property or equipment with remaining useful life requires written approval from the DEPARTMENT.

(1) If the equipment is transferred to another Section 5310 CONTRACTOR, the receiving CONTRACTOR shall be responsible for reimbursing the transferring CONTRACTOR its pro rata share of the current fair market value, based on the twenty percent (20%) local match ratio. The twenty percent (20%) local match shall be based on at least two (2) independent appraisals of the current fair market value. In the absence of independent appraisals value of the equipment shall be based on standard depreciation calculations.

(2) If the equipment or real property is approved to be retained by the CONTRACTOR, and the equipment or property has a fair market value of at least $5,000.00, the CONTRACTOR shall reimburse the DEPARTMENT, in an amount based on the federal pro rata share of the original cost, equal to the current fair market value of the equipment or property. The fair market value must be based upon two (2) independent objective appraisals. These appraisals must be approved by the DEPARTMENT.

(3) If the equipment or real property is approved to be sold, it shall be advertised and sold at the highest price obtainable at public sale or via sealed bids. All sales of property or equipment must be consistent with State laws. The DEPARTMENT may authorize the expenses of the sale to be deducted from the proceeds. The proceeds derived from the sale of real property or equipment may be retained by the CONTRACTOR as long as such proceeds are used to support the transportation project approved by the DEPARTMENT. Otherwise the CONTRACTOR shall reimburse the DEPARTMENT its pro rata share of the net proceeds, based on the pro rata share of the original cost.

b. To request disposal of real property or equipment that has reached its end of useful life, the CONTRACTOR must make a written request of a declaration of end of useful life to the DEPARTMENT. Requests for end of useful life must be made in such a manner and format as required by the DEPARTMENT in the approved program procedures manual or policy statements.

c. The CONTRACTOR shall be responsible to the DEPARTMENT for full compliance with all provisions of State laws, OMB Circular A-110 Revised and the "Common Grant Rule" for property disposition, and all other applicable laws, rules and regulations.

Section 15. Contract Changes. Modifications, changes or amendments to this Contract may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification or amendment of any term, provision or condition of this Contract must be in writing and signed by both parties hereto.

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Section 16. Compliance with Applicable Laws, Regulations and Certifications. The CONTRACTOR shall, in providing these services, comply with all federal and state laws, licensing standards and other regulations applicable to the provision of these services.

Section 17. Responsibility for Claims and Liabilities. The CONTRACTOR shall indemnify, defend and hold harmless the DEPARTMENT and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense (including, but not limited to, any type of environmental claim, loss, damage cost charge or expense) arising out of any negligent act, actions, neglect or omission by the CONTRACTOR, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which DEPARTMENT or said parties may be subject.

CONTRACTOR'S obligation to indemnify, defend, and pay for the defense, or at the DEPARTMENT'S option, to participate and associate with the DEPARTMENT in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations shall be initiated by the DEPARTMENT'S notice of claim for indemnification to CONTRACTOR. The CONTRACTOR'S evaluation of liability, or its inability to evaluate liability, shall not excuse CONTRACTOR'S duty to defend. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the DEPARTMENT entirely responsible shall excuse performance of this provision by the CONTRACTOR. In such case DEPARTMENT shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the DEPARTMENT agrees to notify CONTRACTOR as soon as practicable after receipt or notice of any claim involving CONTRACTOR. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

The DEPARTMENT shall have no liability for any claim or claims or any threatened claim or threatened claims of any nature, including without limiting the generality of the foregoing provisions, consequential, special, or other damages.

Section 18. Disputes. Any dispute concerning a question of fact in connection with the PROJECT which is not disposed of by agreement shall be arbitrated by the Executive Director of the Department or such person as the Executive Director may designate on behalf of the Transportation Commission. The decision of the Executive Director or his/her designee shall be final and conclusive, unless within 15 days from the date of receipt of the decision, the CONTRACTOR submits a written request for review of the decision. In that event, the CONTRACTOR shall be provided an opportunity to be heard on the review and offer evidence in support of the CONTRACTOR'S position regarding the decision. The decision of the Executive Director on the review shall be final and conclusive unless determined by a court of competent jurisdiction to be unlawful for the reason it was not supported by any substantial evidence, was fraudulent or capricious. Until a final determination is made, the CONTRACTOR shall proceed forthwith with the performance of the CONTRACTOR'S duties under the contract pursuant to the Executive Director's decision.

Section 19. Termination of Contract Agreement. This Contract Agreement may be terminated at any time by mutual consent of both parties. The CONTRACTOR may terminate its participation in the PROJECT by notifying in writing and receiving the concurrence of the DEPARTMENT forty-five (45) days in advance of the termination. The DEPARTMENT may terminate the Contract Agreement by giving the CONTRACTOR fifteen (15) days advance written notice in the event of determination by the DEPARTMENT of nonperformance or any breach of any

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terms of the contract agreement by the CONTRACTOR, the DEPARTMENT, before issuing written notice of Contract Agreement termination, may allow the CONTRACTOR forty-five (45) days to correct the problems identified. If the DEPARTMENT makes the determination that this Contract Agreement should be terminated due to (a) insufficient performance, (b) a violation of Section 4 of this contract, or any other provision, or (c) a misuse of the funds or equipment provided under this Contract Agreement, then it is agreed that this Contract Agreement shall be terminated upon fifteen (15) days notice in writing from the DEPARTMENT to the CONTRACTOR. The CONTRACTOR shall be entitled to receive compensation for eligible expenses approved by the DEPARTMENT, prior to receiving the termination notice.

CONTRACTOR'S termination of any services heretofore approved through this Contract Agreement requires prior written notification to the DEPARTMENT and DEPARTMENT concurrence and that, at a minimum, CONTRACTOR shall provide thirty (30) days written notice of termination of services published in a newspaper having local circulation, and shall post on all Project vehicles and mail to subcontractors and provide to all passengers such written notice of termination of services.

The DEPARTMENT shall have the absolute right to terminate the project contract at any time, for any reason, and in such event the DEPARTMENT'S obligations and liability hereunder shall be limited solely to payment of any compensation due CONTRACTOR as stated in this Section.

Section 20. Interest of Members of or Delegates to Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract Agreement or to any benefit arising therefrom.

Section 21. Prohibited Interest. No member, officer, or employee of the DEPARTMENT or of the CONTRACTOR shall have any interest, direct or indirect, in this Contract Agreement or the proceeds therefrom.

Section 22. Identification of Documents. All published reports and other documents completed as a part of this Contract Agreement, other than documents exclusively for internal use by the parties hereto, must contain the following disclosure on the inside front cover:

> **"This document is disseminated under the sponsorship of the U.S. Department of Transportation in the interest of information exchange. The United States Government nor the Mississippi Department of Transportation assumes no liability for the contents or use thereof".**

Section 23. Public Notice Process for Fare/Service Changes. The CONTRACTOR agrees to develop and implement a process to inform the public prior to raising fares, restructuring or terminating transit services. Such a process must include at least the following:

a. A thirty (30) day written prior notice must be published in at least one newspaper of general circulation, once each week for three consecutive weeks.

b. Written notice posted daily for at least fifteen (15) days in locations visible to passengers on each vehicle that services the route.

c. Notification of service change in media or formats that are accessible to ADA eligible riders that are certified by the Project's certification procedures. Notification must be made at least once each week for thirty (30) days.

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d. The DEPARTMENT must be advised in writing and provide written concurrence of any discontinuation of route or service type. Such notice should be provided forty-five (45) days in advance, but must be given at least thirty (30) days prior to the termination of service.

e. Written notice of at least thirty (30) days must be given to all sub-contractors that have entered into a purchase of service agreement with the contractor.

f. Service area expansions may be subject to notification and approval requirements of the Mississippi Public Service Commission.

Section 24. Civil Rights. During the performance of this Contract Agreement, the CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

a. Compliance with Regulations: The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended, the Regulations of the UNITED STATES DEPARTMENT of TRANSPORTATION (USDOT) relative to nondiscrimination in federally assisted programs (Title 49, Code of Federal Regulations, Part 21 & 23 and 25-28 as amended, hereinafter referred to as the REGULATIONS), and Assurances pursuant thereto which are herein incorporated by reference and made a part of this contract.

b. Nondiscrimination: The CONTRACTOR, with regard to the work performed during the contract, shall not discriminate on the grounds of sex, age, race, religion, color, disability or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Part 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontract, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR'S obligations under this Contract Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, or sex.

d. Information and Reports: The CONTRACTOR shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the DEPARTMENT or FTA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the DEPARTMENT or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Non-compliance: In the event the CONTRACTOR'S non-compliance with the nondiscrimination provisions of this Contract Agreement, the DEPARTMENT

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shall impose such contract sanctions as provided by law and as it or FTA may determine to be appropriate, including, but not limited to:

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(1) withholding or discontinuing further reimbursements, other funding and/or

(2) cancellation, termination or suspension of the Contract Agreement, in whole or in part.

f. Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraph (a) through (e) of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the DEPARTMENT or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the DEPARTMENT, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

g. Disadvantaged Business Enterprise (DBE). It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 CFR, Part 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the "Mississippi Department of Transportation's Disadvantage Business Enterprise Programs for United States Department of Transportation Assisted Contracts".

Neither the CONTRACTOR nor any sub-recipient or sub-contractor shall discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONTRACTOR to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate. The following provisions are applicable:

(1) The CONTRACTOR shall be responsible for meeting the applicable regulations regarding participation by Disadvantaged Business Enterprises (DBE) in the Department of Transportation programs set forth in 49 CFR, Part 26, or any revision of supplement thereto. Pursuant to the requirements of 49 CFR, Part 26, the following statements regarding disadvantage business enterprises are included in, and made a part of this Contract Agreement:

(a) Policy. It is the policy of the United States Department of Transportation (USDOT) and the DEPARTMENT that disadvantaged business enterprises as defined in 49 CFR, Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Contract

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Agreement. Consequently the DBE requirements of 49 CFR, Part 26 apply to this Contract Agreement.

(b) DBE Obligation. The DEPARTMENT and the CONTRACTOR agree to ensure that disadvantaged business enterprises as defined in 49 CFR, Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds provided under this contract agreement.

In this regard the DEPARTMENT and the CONTRACTOR shall take all necessary and reasonable steps in accordance with 49 CFR, Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts that relate to this Contract Agreement. The DEPARTMENT and CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts using Section 5310 funds.

(2) As a condition of assistance, the DEPARTMENT has submitted and received approval of a Disadvantaged Business Enterprise Program (DBE), that was developed consistent with guidance contained in the Federal Register 49 CFR, Part 26 "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs; Final Rule", dated February 2, 1999 (herewith incorporated by reference and set forth as **Exhibit G**). This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance contact agreement. Upon notification to the CONTRACTOR of its failure to carry out the approved program, the DEPARTMENT shall impose such sanctions as noted in 49 CFR, Part 26, which sanctions may include termination of the agreement or contract by the CONTRACTOR or such remedy as the CONTRACTOR deems appropriate.

(3) The CONTRACTOR shall advise each recipient, contractor, and subcontractor that failure to carry out the requirements set forth in 49 CFR, Part 26 shall constitute a breach of contract and, after the notification to the DEPARTMENT, may result in termination of the agreement or contract by the CONTRACTOR or such remedy as the CONTRACTOR deems appropriate.

(4) The CONTRACTOR shall take action concerning DBEs as follows:

(a) The CONTRACTOR shall not exclude DBEs from participation in business opportunities by entering into long-term, exclusive agreements with non-DBEs for operation of major transportation-related activities, for the provision of goods and services to the facility or to the public on the facility.

(b) A CONTRACTOR that is required to submit affirmative action programs under 49 CFR, Part 26 that has business opportunities for leases shall submit to the DEPARTMENT for approval their programs' overall goals for the participation as lessees of firms owned and controlled by disadvantaged persons. These goals shall be for a specified period of time and shall be based on the factors listed in 49 CFR, Part 26. The CONTRACTOR shall review these goals at least annually, and whenever the goals expire. The

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review shall analyze projected versus actual DBE participation during the period covered by the review and any changes in factual circumstances affecting the selection of goals. Following each review, the CONTRACTOR shall submit new overall goals to the DEPARTMENT for approval. A CONTRACTOR that fails to meet its goals for DBE lessees shall demonstrate to the DEPARTMENT in writing that it made reasonable efforts to meet the goals.

(c) Except as provided in this section, the CONTRACTOR is required to include lessees in affirmative action programs. Lessees themselves are not subject to the requirements of the Part 26, except for the objective of 49 CFR, Part 26 to avoid discrimination against DBEs.

Section 25. Equal Employment Opportunity. In connection with the execution of this Contract Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex age, disability, or national origin. The CONTRACTOR shall comply with Executive Order 11246 as amended by Executive Order 11375, and as supplemented by DOL regulations (41 CFR, Part 60) and shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex age, disability, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

Section 26. Section 504 and ADA Requirements. The CONTRACTOR shall comply with all the requirements imposed by Section 504 of the Rehabilitation Act of 1973 (P.L. 93.112, 29 U.S.C. 794 et seq.); the Americans with Disabilities Act of 1990 (P.L. 101-336, 42 U.S.C 12101 -12213), the Regulations of the United States Department of Transportation issued thereunder (49 CFR, Part 27), the Americans with Disabilities Act of 1990 (ADA) (49 CFR, Parts 27, 37 and 38) and the Assurance by the CONTRACTOR pursuant thereto, including any amendments.

Section 27. Immigration Reform and Control Act of 1986. The *CONTRACTOR represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act,* ***Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008),*** *and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. 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. CONTRACTOR agrees to maintain records of such compliance and, upon request of the State* ***and approval of the Social Security Administration or Department of Homeland Security, where required,*** *to provide a copy of each such verification to the State. CONTRACTOR further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. CONTRACTOR understands and agrees that any breach of these warranties may subject CONTRACTOR to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to CONTRACTOR by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, CONTRACTOR would also be liable for any*

additional costs incurred by the State due to contract cancellation or loss of license or permit. As of July 1, 2008, the CONTRACTOR is required to provide to the Mississippi Department of Transportation ("MDOT") a Certification and Agreement **(Exhibit G)** prior to the execution of the contract. The CONTRACTOR is solely responsible for compliance with the requirements of the Mississippi Employment Protection Act.

It is agreed by the parties that no person employed by the CONTRACTOR pursuant to the provisions hereof will be considered an agent or employee of the DEPARTMENT or the Mississippi Department of Transportation.

It is further agreed by the parties that no provision of this agreement is intended nor shall it be construed to give rise to a third party beneficiary claim on the person of entity not a party hereto.

Section 28. Section 13(c) Labor Standards. In connection with the execution of this contract, the CONTRACTOR shall protect the interest of employees affected by federal assistance as part of the Project, as provided by Section 13(c) of the Federal Transit Act of 1991, and 49 U.S.C. 5333 (b) as amended, and the assurance by the CONTRACTOR pursuant thereto. The CONTRACTOR shall be financially responsible for the application of the conditions of Section 13(c).

Section 29. Other Labor Provisions. The CONTRACTOR shall be responsible for meeting the statutory and regulatory provisions of the "Contract Work Hours and Safety Standards Act', including, but not limited to meeting the statutory requirements of 40 U.S. C. 3701 et seq.and 40 U.S.C. 3141 et seq. as amended, as amended and regulations set forth at 29 CFR Parts 4, 5, 6 and 70 through 240, as amended for non-construction contracts of $2,500 or more that involve the employment of mechanics or laborers. Pursuant to the requirements of 40 U.S.C. 3701 et seq., as amended 40 U.S.C. 3141 et seq. as amended and the regulations set forth at 29 CFR Parts 4, 5, 6 and 70 through 240, as amended, the following statements are made part of this Contract Agreement:

a. Overtime Requirements. No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

b. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, the CONTRACTOR and any subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages which shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR, Section 5.5 in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5.

c. Withholding for Unpaid Wages and Liquidated Damages. USDOT or the recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any monies payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours

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and Safety Standards Act, which is held by the said prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR, Section 5.5.

d. Non-construction Grants. The CONTRACTOR or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the recipient shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the CONTRACTOR or subcontractor for inspection, copying, or transcription by authorized representatives of USDOT and the Department of Labor, and the CONTRACTOR or subcontractor will permit such representatives to interview employees during working hours on the job.

e. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs a. through e. of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs a. through e. of this paragraph.

Furthermore, the CONTRACTOR is responsible for providing Worker's Compensation for its employees.

Section 30. Environmental Regulation. The CONTRACTOR agrees (on projects with cost in excess of $100,000) to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606, Section 508 of the Clean Water Act (33 U.S.C. 1368, Executive Order 11738 and Environmental Protection Agency regulations (40 CFR), and any amendments thereto. All violations shall be reported to the DEPARTMENT and to the U.S.E.P.A. Assistant Administrator for enforcement (EN-329).

Section 31. Energy Efficiency. The CONTRACTOR agrees to recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163) and any amendments thereto.

Section 32. Settlement of Third Party Contract Disputes or Breaches. FTA has a vested interest in the settlement of disputes, defaults, or breaches involving Section 5310 federally assisted third party contracts. FTA retains a right to a proportionate share, based on the percentage of the federal share committed to the Project, of any proceeds derived from any third party recovery. Therefore, the CONTRACTOR shall avail itself of all legal rights available under any third party contract. The CONTRACTOR shall notify the DEPARTMENT of any current or prospective litigation pertaining to any third party contract. The DEPARTMENT and FTA reserves the right to concur in any compromise or settlement of the CONTRACTOR'S claim(s) involving any third party contract, before making Federal assistance available to support that settlement. If the third party contract contains a liquidated damages provision, any liquidated damages recovered shall be credited to the Project account involved unless the DEPARTMENT and FTA permit otherwise.

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Section 33. Private Sector Participation. The CONTRACTOR agrees to abide by the private sector participation guidance contained in the FTA's private sector policy of October 22, 1984 and any amendments thereto, and the DEPARTMENT'S State Management Plan to ensure that private for-profit, private non-profit and other public agencies are provided reasonable notice to present their views concerning local plans, program and projects.

a. The CONTRACTOR shall provide information necessary for the DEPARTMENT to make the required assurance to the FTA; and

b. The CONTRACTOR must develop and implement a local private sector participation procedure that includes defined complaint procedures and is consistent with the requirements of the DEPARTMENT'S State Management Plan.

Section 34. Ethics. The CONTRACTOR shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds. Such code or standards shall provide that no employee, officer, or agent of the CONTRACTOR shall participate in the selection, or in the award, or in the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

(a) the employee, officer, or agent;
(b) any member of his or her immediate family;
(c) his or her partner; or
(d) an organization that employs, or is to employ, any of the above.

The code or standards shall also provide that the CONTRACTOR'S officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from subcontractors, potential subcontractors, or parties to the subcontracts. The CONTRACTOR may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State, Federal or local law, policies, rules and regulations, such code or standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such code or standards by the CONTRACTOR'S officers, employees, or agents, or by subcontractors or their agents.

Section 35. Effective Date. The effective date of this Contract Agreement shall be the date identified in the period of performance as defined in Section 3 of this contract agreement.

Section 36. Bonding. Along with this contract, the applicant shall file with the DEPARTMENT a copy of its Fidelity Bond or a Certified Letter acknowledging that a Fidelity Bond is in effect covering the CONTRACTOR against the loss of money and securities or other properties in the amount of at least $50,000, prior to the inception of this Contract Agreement.

Section 37. Certification Regarding Suspension and Debarment. The undersigned CONTRACTOR certifies herein and by Certification attached hereto as part of Exhibit A and incorporated herein by reference to the best of his or her knowledge and belief that 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;

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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 (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.

Section 38. Certification Regarding Lobbying.

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned CONTRACTOR, to any person for influencing or attempting to influence an officer or employee or an 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.

b. 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 CONTRACTOR shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying", in accordance with its instructions.

c. The undersigned CONTRACTOR shall require that the language of this certification be included in the contracts and/or agreements at all tiers (including subcontracts, sub-grants, and contracts under grants, 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 31 U.S.C. Section 1352. 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.

Section 39. Governing Law. This Contract Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in a court of competent jurisdiction in Hinds County, State of Mississippi. CONTRACTOR expressly agrees that under no circumstances shall the DEPARTMENT be obligated to pay an attorney's fee for the cost of legal action to or on behalf of the CONTRACTOR.

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Section 40. Program Fraud and False or Fraudulent Statements or Related Acts.

(a) The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U. S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of this Contract Agreement, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

(b) The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the DEPARTMENT or the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307 as amended, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307 as amended on the Contractor, to the extent the Federal Government deems appropriate.

(c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Section 41. Federal Changes. CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR's failure to comply shall constitute a material breach of this contract.

Section 42. Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and conditions required by USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, dated March 13, 2013 as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any DEPARTMENT requests which would cause the CONTRACTOR to be in violation of the FTA terms and conditions.

Section 43. State and Local Law Disclaimer. Since many of the clauses which are suggested for use by the CONTRACTOR in its procurement documents are affected by both state and federal law requirements, the CONTRACTOR understands that it should consult with its attorney in order to assure appropriate legal guidance regarding the preparation and wording of any of the legal documents it enters pursuant to this Contract Agreement, including, but not limited to, its procurement documents.

Section 44. Substance Abuse. The CONTRACTOR agrees to comply with Federal Transit Administration regulations concerning substance abuse as follows:

a. The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR, Parts 655, produce any documentation necessary to establish its compliance and permit any authorized representative of the Department of the USDOT or the DEPARTMENT to inspect the facilities and records associated with the implementation of the program as required under 49 CFR, 655.

b. The CONTRACTOR further agrees to certify annually its compliance with 49 CFR 655 at such time and in such format as the DEPARTMENT may require.

Section 45. Certifications and Assurances. Certifications and Assurances executed by the CONTRACTOR are attached hereto as a part of Exhibit A (attached hereto and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures).

Section 46. No Government Obligation to Third Parties. The CONTRACTOR acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in our approval of the solicitation or award of the underlying contract:

a. Absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities of the CONTRACT pertaining to any matter resulting from the underlying contract.

b. The CONTRACTOR agrees to include the above clause in each subcontract funded in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor.

Section 47. Buy America. The CONTRACTOR agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661 as amended, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the CONTRACTOR the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

Section 48. Charter Service Operations. The CONTRACTOR agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604 as amended, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. 604.9. Any charter service provided under one of the exceptions must be "incidental," it must not interfere with or detract from the provision of mass transportation.

Section 49. School Bus Operations. Pursuant to 49 U.S.C. 5323(f) and 49 C.F.R. Part 605 as amended, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with

private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

Section 50 Recycled Products-Recovered Materials. The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 13693, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Section 51. Notification of Federal Participation. To the extent required by law, in the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of $500,000 or more, the CONTRACTOR agrees to specify the amount of Federal assistance intended to be used to finance that acquisition and to express that amount of that Federal assistance as a percentage of the total cost of that third party contract.

Section 52. Entire Agreement. This contract constitutes the sole and entire Agreement between the DEPARTMENT and the CONTRACTOR with respect to the project hereof and supersedes any and all prior agreements, discussions and negotiations between the DEPARTMENT and the CONTRACTOR.

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IN WITNESS WHEREOF, this Contract Agreement has been executed by the DEPARTMENT, an agency of the State of Mississippi, and by the CONTRACTOR, and is the requisite authorization for the individuals executing this contract agreement to execute and bind the parties hereto.

SAFEGUARD - DEMENT 61-9165

Retired Senior Citizens Program
2017-2018 5310 Contract
Agreement #76-0016-17-662 Dun No. #142136618
$0.00

_____ _____
Executive Director **Date**

_____
Typed/Printed Name

_____ _____
Attest **Date**

_____
Typed/Printed Name

MISSISSIPPI TRANSPORTATION COMMISSION

By the duly authorized Executive Director of the Mississippi Department of Transportation

_____ _____
Melinda L. McGrath, P.E. **Date**
Executive Director
Mississippi Department of Transportation

_____ _____
Attest **Date**

_____
Typed/Printed Name

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OXFORD MUNICIPAL COURT

Memo

To: MAYOR AND BOARD OF ALDERMEN

From: DONNA W. FISHER, COURT CLERK

CC: ASHLEY ATKINSON, CITY CLERK

Date: September 15, 2017

RE: REQUEST TO ACCEPT BID FOR COURT SOFTWARE

Mayor and Board of Aldermen,

The Court Department has previously advertised for bids for Court Software. We received a bid from Syscon Court Systems.

In addition, we received an inquiry from PTS Solutions, another software company. The information that they requested was provided to them and as of this date, no bid has been received or submitted by this company.

Syscon is familiar with the Oxford Police Department's present data system and the response on the RFP states that they can interface with OPD's CAD system.

I have contacted other Municipal Courts that are presently utilizing this system, i.e. Canton, Clarksdale, Decatur, Gautier, Horn Lake, Indianola, Petal, and Picayune Municipal Courts. Each of these Municipal Courts are of varying sizes and caseloads. All of them have given Syscon wonderful accolades, as it relates to their software, technical support and customer service.

I have attached for your review and consideration a copy of the bid proposal.

Thank you for your consideration of this request.

Respectfully,

Donna W. Fisher

Court Clerk

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Proposal for the City of Oxford Municipal Court Software and Data Processing Request for Proposal

Presented by Michael Ausborn
Account Executive / Court Consultant, Government Services
Cell (601)317-8500
Toll Free (888) 797-2661
Michael.ausborn@syscononline.com

Copy

Ashley Atkinson, City Clerk
City of Oxford
107 Courthouse Square
Oxford, MS 38655

June 27, 2017

Dear Ashley,

Thank you for this opportunity to respond to Oxford's RFP seeking a court case management solution that effectively addresses the needs of the city's municipal court. Syscon has been providing court case management systems since 1992. Our philosophy calls for best in class customer service; fully tested and proven software; and constantly evolving solutions to address the needs of a changing marketplace.

We have been in conversations with your court for about 10 years and feel we understand your court's needs as well as anyone. We are hoping for a positive outcome on this RFP and are standing by to answer any questions you or your team may have.

Respectfully,

Michael Ausborn
Business Development Manager
Syscon Court Systems
Toll Free 888-797-2661

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Company Background

Syscon Inc. is an Alabama company founded in Northport, Alabama in 1973. Syscon, Inc., has an established track record of providing exceptional software solutions and services for customers throughout the Southeastern portion of the United States.

From 1973 to 1979, Syscon was primarily involved in software development projects for government agencies such as the Army Corps of Engineers, NASA and the Army Missile Command. In 1979, the organization began selling multi-user, microcomputer based accounting systems for businesses. From 1979 to 1991, Syscon's efforts were focused on the commercial and education marketplaces. Focus on state and local government began in 1991 with the development of our PROMIS Land Records Imaging System, which was first installed in Walker County, Alabama on May 1, 1992 and is still in use there today.

Our ***PROMIS*** installed base includes county customers in Alabama, Mississippi, West Virginia, and Georgia.

Court Clerk, our court docket management system with integrated imaging, is installed in a wide variety of courts types across the states of Alabama, Mississippi, and Georgia.

In addition to our imaging systems, many Alabama and Mississippi counties have utilized Syscon's **PRESERVATION** services. These customers have collectively digitized millions of pages that are now accessible through their **PROMIS** and **COURT CLERK** systems. We would welcome the opportunity to add you to our list of satisfied customers.

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Requested Abilities

	Can Syscon Provide?		Comment
INTER-FACE WITH THE NETWORKS THAT ARE ALREADY IN PLACE AT THE OXFORD POLICE DEPARTMENT	Yes		
BE ABLE TO PRINT DUPLICATE RECEIPTS FOR VARIOUS CHARGES AND TRANSACTIONS	Yes		
SCAN AND E-MAIL DOCUMENTS	Yes		
BE ABLE TO PRINT ALL DISPOSITIONS, I.E. DISPOSITIONS THAT ARE ALREADY WORDED, BE ABLE TO CLICK AND THEY WILL APPEAR FOR A PARTICULAR CHARGE	Yes		Macro capability allows for automatic insertion of common text and phrases.
LIST THE VIOLATIONS THAT ARE SET WITH THE MUNICIPAL COURT, ALONG WITH THE AMOUNT OF EACH CHARGE AND CHART TABLE	Yes		
PRINT CREDIT CARD RECEIPTS FROM THE SYSTEM	Yes		Not a Credit Card machine receipt.
ABILITY TO ACCEPT ON-LINE PAYMENTS, WITH A TRACKABLE COLLECTION REPORT AT THE END OF EACH DAY	Yes		
CALCULATE THE 2.3% SURCHARGE AUTOMATICALLY, WHEN THE PAYMENT IS CHECKED AS A CREDIT CARD PAYMENT	Yes		Inst. To calculate
COLLECTION REPORTS, AUTOMATIC EXCEL-FILE	Yes		
TRACKABLE ACCOUNT OF ALL TRAFFIC TICKET BOOKS THAT ARE ISSUED TO THE POLICE OFFICERS	Yes		System tracks tickets issued by officer over a date range.
CROSS REFERENCE INFORMATION IN THE SYSTEM: BE ABLE TO LOCATE INFORMATION BY			
a) Names	Yes		
b) Date of Birth	Yes		
c) Citation Number	Yes		
d) Social Security Number	Yes		
e) Driver's license Number	Yes		
f) Offense Date	Yes		
g) Any part of the name	Yes		
Capability to batch print suspension notices	Yes		
Capability to batch print letters for 10-day notices	Yes		

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Ability to notify defendants of their court dates	Yes		
Compatible with New Windows Programs	Yes		
Compatible with Adobe PDF and Google Docs and Sheets	Yes		Limited Google Doc and Sheets compatibility.
Capability to interface with Professional Probation Services and post the payments automatically every month.	Yes		
Automated Defendant calling with payment reminders	Yes		
Be able to compile reports: AOC, Auditors Aging Report, Collections Service Reports	Yes		
Capability to formulate and gather information for Department of Public Safety Reports	Yes		
Redaction Function for Sensitive Information	Yes		
Direct e-mail of dockets, case files and records from within the software program	Yes		Case files and records from Court Clerk. Dockets from PDF viewer.
Ability to have secure internal instant messaging	Yes		
Ability to print warrants from Police Department and notification of clearance, when served or processed.	Yes		
Ability to email officers of cases that are set on the docket or if a case is continued (subpoena reminders)	Yes		
Ability to list attorneys and the status of their cases. (pending, scheduled or closed)	Yes		
Ability to locate arrests and ticket by location(where they were written)	Yes		Court Clerk can track tickets based on an area within City.
Ability to print out the weekly court docket alphabetically	Yes		
Ability for the Judge to sign the docket with fingerprint or e-sign		No	Only on forms at this time.
Ability to electronically transmit paid citations to the Department of Public Safety	Yes		
Ability to have or maintain a bilingual on line payment processing		No	English Only
Ability to interface with the county jail, Police Department, Code Enforcement Department And City Clerk's Office, to submit, transfer and retrieve data	Yes		

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Ability to separate adjudicated cases from cases that are still pending and give totals for each classification or status of these cases.	Yes		
Integrate with Microsoft word, Excel and other applications	Yes		
Ability to have automated after-court processing and reporting	Yes		
Ability to be able to recall time sensitive events	Yes		
Specialize area or ability to redact or expunge records	Yes		
Ability to enter dispositions during court sessions	Yes		
Fingerprint log on capability	Yes		
Ability for Judge to sign warrants with fingerprint function	Yes		
Ability for OPD to see warrants and dispositions with 'Read Only' status	Yes		
Ability to print balances on receipts	Yes		
Ability to print payment history for defendants, regardless of the number of offenses	Yes		
Be able to print reports for demographics, offenses, race, sex, time of day, when most offenses occur and how many occur in a particular location, etc.	Yes		
Print reports for particular offenses, when and where they happened	Yes		Court Clerk can track offenses based on an area within City.
Print reports to show cases by officers, i.e. how many arrests were made and which officer made those arrests	Yes		
Ability to show outstanding warrants/citations issued by probation service	Yes		
Ability to post/apply multiple payments to a defendant's charges, in a single transaction. i.e. be able to select which case is being paid on and if there are several, then post the amount to each one, during a single transaction	Yes		

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Integration with Tech Support

	Can Syscon Provide?		Comment
Prompt replies	Yes		
User friendly with easily understood instructions	Yes		
24/7 Tech support		No	
On-Site Training	Yes		
PCI compliant	Yes		
Instruction Manuals• Automated upgrades (with no down time for the Court)	Yes		
Ability to integrate with any Court Management System	Yes		System can integrate with other systems if third party vendor assists with the integration.
On site storage of data and Cloud based storage/back-up system	Yes		
On site and Cloud based data recovery	Yes		

General Information Required

	Can Syscon Provide?		Comment
Financing	Yes		
Conversion costs: address the conversion methodology and disclose all related conversion costs in the cost summary	Yes		
Maintenance contracts	Yes		
Servers and additional computers	Yes		
Amount for additional users	Yes		
Licensing Fees	Yes		
Warranty	Yes		
Insurance	Yes		

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June 27, 2017

Syscon proposes to provide a Software only case management solution for the City of Oxford. Syscon will provide all court software, data conversion, forms, state reporting requirements (DPS, AOC), installation and training and GO-LIVE assistance under the terms of a Professional Services Agreement.

Syscon's Proposed four (4) user system includes the following:

Description	Quantity
Syscon Court Server Software and Licenses	1
File Server	0 City to provide VM Ware Server
Syscon Court File/Scan/Search Modules	4
Workstations: (video capable of 1600X1200 or higher)	0 City to provide
Paperless Reports & Forms	1
Fujitsu 60ppm Scanner	0 City to provide Model 7160 or higher
Arrest Interface	1
Warrant Interface	1
Signature Pad Interface	1
Signature Pad	0 City to provide to Syscon's specifications
Fingerprint Interface	1
Fingerprint Scanners	0 City to provide to Syscon's specifications
Fingerprint Licenses	0 City to provide to Syscon's specifications
HP LaserJet Printer	0 City to provide printer that emulate HPLJ4 or newer
Database Licenses for Server and Workstations	4
Conversion of SAS Omnigov Data prior to GO-LIVE	1

Additional users are sold on a per user basis.

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Data Conversion Methodology

A crucial aspect of a smooth Go Live is the conversion of your current court data. Most of our competitors are either unwilling or unable to convert existing court records. Consequently, courts often find themselves with the never-ending burden of continuing to operate their old system along with the new installation. This creates needless extra work for the court staff by having to continue entering information into two systems. Such a setup also prohibits efficient access to complete information vital to adjudicating cases for repeat offenders (such as defendant charge and payment histories).

A company's ability to convert existing data may require assistance from your IT staff and/or your current vendor (who may charge you for those services). We believe that any contract from a selected vendor should stipulate that if the vendor does not provide converted data for your review and acceptance at least two weeks prior to the Go Live, you should have the option to cancel the contract with that vendor prior to Go Live. Over the years, Syscon has migrated customers from many different court systems. We have always provided converted court data for customer review so that improvements or changes to data conversion can proceed.

During the data conversion process, Syscon (in most cases) can directly retrieve data from your current court system without outside assistance. Sometimes, assistance from a court's current vendor is needed for retrieving said data. If such assistance is required, it is the responsibility of the court to secure that vendor's cooperation. If payment for data conversion is required, it is also up to the court to pay the vendor for those services. In addition, the conversion process often requires real-time data retrievals from your current vendor. We will need you to make sure that your vendor provides us with a mechanism to retrieve the data as often as necessary.

Sometimes it is not possible to convert all information from your current system into *Court Clerk*. In most cases, however, all essential information regarding defendant demographics, charge history, payment history, cash bond information, court proceedings, notes, pending court dates, officer information, attorney information, charge information, fees, warrant information, case account balances, etc. can be converted.

Note: the first data export from your current vendor is so important to the overall project that the typical 90-day installation timeframe does not even begin until Syscon receives the first export. Consequently, the first data export from your current system must occur soon after contract signing. Furthermore, the final data export must be provided to Syscon on the last working day prior to the Go Live.

Since the quality of the data conversion has a substantial impact on the entire Go Live project, it is crucial that your court staff thoroughly review all converted data against the data in your current system. It is ultimately the responsibility of the court to determine if any important information is missing or incorrect. We will rely heavily upon your staff to inform us of any data problems to help us identify and locate problems with the data. Afterward, corrected data will be included in the next conversion for the court's review. It is not out of the ordinary to provide

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customers with two or more complete data conversions before a satisfactory conversion is finalized.

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While the data conversion process is time consuming for both parties, it is well worth the effort. It bears repeating that a quality data conversion makes the Go Live process much easier.

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Pricing:

Description	Option	Price	OMMC**
Court Clerk with Data Conversion	1) Purchase	$145,580.00	$1,300.00/month
	2) Straight Lease	$4,374.65/Month	Included
Court Clerk without Data Conversion	1) Purchase	$120,580.00	$1,300.00/month
	2) Straight Lease	$3,846.65/month	Included
Additional Hardware (4 Fujitsu scanners, 4 fingerprint scanners, 1 signature pad)	Purchase from Syscon or third party	$5,658.00	Manufacturer Warranty
Court Clerk -- Additional Licenses	1) Purchase	$2,895.00	$40.00
	2) Straight Lease	$101.14/Month	Included

Notes and Terms:

No Upfront Money-First Invoice 30 Days Post GO-LIVE Date. Terms: 60 months from GO-LIVE date. Remote access is suggested to provide for additional authorized users at remote locations to conduct necessary duties as approved by the court. This could be the Judge or additional Police personnel.

***OMMC=Ongoing Monthly Maintenance Fee*

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Hardware Recommendations

(It is understood that the customer will be providing their own hardware. Listed below is the recommended hardware for a Syscon installation.)

WORKSTATION:
Intel® i5 or better
Windows 7/64 or Windows 10/64
4GB memory or better
500GB Hard Disk Drive
Monitor with video capable of 1600X1200 or higher
U.are.U 4500 Fingerprint Reader(+ Software License for each Reader)
Topaz LCD 4x3 signature pad Signature Pad pn:T-LBK750SE-BHSB-R

SCANNER:
Fujitsu 6130C Scanner or comparable

PRINTER:
HP Laser Printer

SERVER:
CentOS 6.x Linux
Intel Xeon processor
16GB Memory
Oracle Database
KBD/Mouse
Monitor
Raid 0 (2ea 1Tb)
Single Drive (1Tb)
Raid Controller
Serial Port
USRobotics V.92 External Faxmodem (needed for faxing)
Battery Backup
Software Backup (Tape or D2D)

 SAFEGUARD - DEMENT 61-9165

APPLICATION FOR RESTAURANT CONSUMPTION PERMIT

City of Oxford, Mississippi

RECEIVED
SEP 14 2017
BY:

I, JOSHUA SMITH do hereby make application for a restaurant consumption permit, as prescribed by Section 14-51 Code of Ordinances for the City of Oxford, Mississippi, as amended.

Social Security Number: [redacted]6585

Driver's License Number: [redacted]092

Date of Birth: [redacted]/81

Doing Business as: Moe's Original BBQ

Name(s) of Owners, Operators, Managers:

John Allgood
Josh SMITH
Michael Roos

Business Address: 311 S. LAMAR Blvd

Business Phone Number(s): 662-236-6637

Cell Phone Number(s): 662-380-3767, 601-953-2620

E-mail address(s): SMITH.JOSHUA11@GMAIL.COM

I, do hereby agree to abide by and comply with all applicable laws and ordinances pertaining to an on-premises retailer and the ordinances of the City of Oxford, Mississippi.

Signed this the 14th day of Sept, 2017.

(Signature)

Approved by the Mayor and Board of Alderman of the City of Oxford, Mississippi,

this the _____ day of _____, _____.

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

PHIL BRYANT
GOVERNOR

MARSHALL L. FISHER
COMMISSIONER

September 8, 2017

Mr. George G. Patterson, Mayor
City of Oxford/Oxford Police Department
715 Molly Barr Road
Oxford, Mississippi 38655

Dear Mayor Patterson:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and City of Oxford's Grant Agreement for the Fiscal Year 2018. Your agency has been approved for 154 Alcohol Training Grant, in the amount of $169,369.35, pending final review and approval by NHTSA in the FY18 Highway Safety Plan.

The enclosed agreement is not fully executed until both the agency authorized official (Mayor, Board of Supervisor, President, Board President, 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 at an upcoming Implementation meeting.

All FY18 grant activities begin October 1, 2017 and must be concluded by September 30, 2018. In addition, the FY18 Sub-Grantee Closeout Report must be received at the MOHS, no later than COB November 15, 2018.

Please thoroughly read the grant agreement, certifications and assurances, as changes have been made for FY18. **Your completed grant agreement must be returned to the MOHS by COB September 26, 2017.** Please make sure that you complete the following documents, in their entirety and all forms are signed by the Authorized Signatory Official (**Board President or Mayor**), when returning the grant agreement:

1. Signature Page (original signature in BLUE ink);
2. Completed Agreement of Understanding & Compliance;
3. Completed Governmental Resolution Form; and
4. Enclose a copy of your agency's leave policy, overtime policy and a payroll schedule (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2017–September 30, 2018)

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

Mississippi Office of Highway Safety
Attn: Tenicia Speech
1025 Northpark Drive
Ridgeland, MS 39157

Please feel free to contact your Traffic Safety Specialist, Laura Henderson if you should have any questions concerning the completion of the grant agreement. You may reach your Traffic Safety Specialist at 601-977-3711 or lhenderson@dps.ms.gov.

Regards,

Tenicia Speech, Impaired Driving Division Director
Mississippi Office of Highway Safety

SAFEGUARD - DEMENT 61-9165

FY18 MOHS GRANT AGREEMENT

MS Office of Highway Safety
1025 Northpark Drive
Ridgeland, MS 39157
Phone: (601) 977-3700; Fax: (601) 977-3701

1. Subgrantee's Name & Mailing Address: City of Oxford/Oxford Police Dept. 715 Molly Barr Road Oxford, Mississippi 38655 Telephone Number: 662-232-2400 FAX: 662-232-2314 E-Mail: megan@oxfordpolice.net	2. Effective Date of Grant: **October 1, 2017** 3. Subgrant Number: **154AL-2018-ST-22-52** 4. Grant Identifier (Funding Source & Year): **154 Alcohol FY18** 5. Beginning and Ending Dates: **October 1, 2017– September 30, 2018** 6. Subgrant Payment Method: _X_ Cost Reimbursement Method

7. CFDA # - AL-20.607	8. DUNS # - 605954759	9. Congressional District - 1

10. A.FAIN #: 18X9205464MS17	11.A: Initial Federal Award Date: March 4, 2016	12. Research and Development Grant: ____ Yes _X_ No
10.B. Federal Awarding Agency: NHTSA	11.B: Secondary Federal Award Date:	

13. The following funds are obligated:

A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%
(1) Personal Services-Salary	**$49,096.32**	(1) Federal	**$169,369.35**		
(2) Personal Services-Fringe	**$10,430.39**	(2) State			
(3) Contractual Services	**$22,840.00**	(3) Local			
(4) Travel	**$68,684.15**	(4)Other			
(5) Equipment	**$998.00**	Total:	**$169,369.35**		
(6) Commodities	**$2,014.00**	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:			
(7) Indirect Costs	**$15,306.49**	Number of Grants: **2**	**154**	**405D**	**Total**
TOTAL	**$169,369.35**	TOTAL:	**$169,369.35**	**$$79,930.07**	**$249,299.42**

The Subgrantee 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; and Agreement of Understanding and Compliances.

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

14. Approved for Grantee:	15. Approved for Sub-grantee:
Signature Date Name: Helen Porter Title: Office Director, MS Office of Highway Safety Division of Public Safety Planning MS Department of Public Safety	Signature Date Name: George G. Patterson Title: Mayor, City of Oxford

MINUTE BOOK No. 74, CITY OF OXFORD

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The Oxford Police Department Law Enforcement Training Coordination is a statewide program to provide Alcohol Impaired Driving training to all law enforcement officers. The program will expand training of the state and local law enforcement officers in Mississippi. The program proposes to provide technical assistance and training to law enforcement agencies through the state which will assist in the increase in DUI Alcohol arrests. Funds will be used for salaries, fringe, contractual services, travel and supplies for the program.

FY18 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: Oxford Police Department

List the target(s) that the sub-grantee will accomplish during the FY18 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 Oxford Police Department Law Enforcement Training Program will effect the increase of DUI Alcohol Arrests by 2% for local agencies from approximately 15,195 in 2015 to 15,499 by the end of 2018. (Statewide local Citation Info DUI Alcohol only)

Performance Measures:

Increase the number of Law Enforcement Officers trained in SFST by **5%** from **265** in FY14 to **278** in FY18.

Train **20** active Law Enforcement Officers as SFST Instructors in FY18

Strategies:

Conduct a minimal of 24 SFST trainings state-wide(Northern, Central and Souther Regions) on Basic DUI to law enforcement officers

Conduct (1) SFST Instructor School to train 20 officers as SFST Instructors

Conduct SFST re-certifications

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

Meet with agencies to set up training.

Meet quarterly with MOHS.

Attend a minimum of one (1) MAHSL meeting per quarter

Attend LEL Troop Network meetings, as schedule permits

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

Work in conjunction with the MS Attorney General's Office TSRP in conducting alcohol impaired driving training at MS Prosecutor's Conference, MS Judges Conference, and Law Enforcement Conferences

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FY18 MOHS TASKS BY QUARTERS

AGENCY NAME: Oxford Police Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
1st QUARTER (OCTOBER, NOVEMBER & DECEMBER) Purchase approved equipment during 1st quarter for the grant year. Conduct not less than 6 SFST Trainings during quarter. Maintain monthly records and officer certifications for all training classes, presentations and other activities. Attend, at a minimum, one (1) MAHSL meeting during quarter. Meet not less than (1) time per quarter with the Mississippi Office of Highway Safety to coordinate activities; develop and refine strategies to provide training for law enforcement in an effort to effect positive increases in reporting and maintenance. Submit all required reporting documents by scheduled date(s) as defined in contract by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) **Additional Tasks:**
Projected Expenditures for 1st Quarter: $37,973.15

MINUTE BOOK NO. 74, CITY OF OXFORD

AGENCY NAME: 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 6 SFST Trainings during quarter. Maintain monthly records and officer certifications for all training classes, presentations and other activities. Attend, at a minimum, one (1) MAHSL meeting during quarter. Meet not less than (1) time per quarter with the Mississippi Office of Highway Safety to coordinate activities; develop and refine strategies to provide training for law enforcement in an effort to effect positive increases in reporting and maintenance. Submit all required reporting documents by scheduled date(s) as defined in contract by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) **Additional Tasks:**
Projected Expenditures for 2nd Quarter: $36,973.15

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FY18 MOHS TASK BY QUARTERS

AGENCY NAME: Oxford Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
3RD QUARTER (APRIL, MAY & JUNE) Conduct not less than 6 SFST Trainings during quarter. Conduct 1 SFST Instructor School during the quarter. Maintain monthly records and officer certifications for all training classes, presentations and other activities. Attend, at a minimum, one (1) MAHSL meeting during quarter. Meet not less than (1) time per quarter with the Mississippi Office of Highway Safety to coordinate activities; develop and refine strategies to provide training for law enforcement in an effort to effect positive increases in reporting and maintenance. Submit all required reporting documents by scheduled date(s) as defined in contract by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) **Additional Tasks:**
Projected Expenditures for 3rd Quarter: $57,451.90

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AGENCY NAME: Oxford Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Conduct not less than 6 SFST Trainings during quarter.

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

Attend, at a minimum, one (1) MAHSL meeting during quarter.

Meet not less than (1) time per quarter with the Mississippi Office of Highway Safety to coordinate activities; develop and refine strategies to provide training for law enforcement in an effort to effect positive increases in reporting and maintenance.

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

Additional Tasks:

Projected Expenditures for 4th Quarter: $36,973.15

 SAFEGUARD - DEMENT 61-9165

FY18 Mississippi Office of Highway Safety-Cost Summary Sup

1. Applicant Agency: City of Oxford/Oxford Police Department		
2. Subgrant Number: 154AL-2018-ST-22-52	3. Grant ID: 154 Alcohol	4. Beginning: October 1, 2017
6. Activity: Oxford Police Department Law Enforcement Training Coordination		

8. Category & Line Item	10. Description of item and/or Basis for Valuation	11. Budget Federal
Personal Services-Salary	Full Time Training Director @ $24.22 x 2080 hours = ($50,377.60) X (70%) = **$35,264.32** Part Time Office Administrator @ $20.00 x 988 hours = ($19,760.00) X (70%) = **$13,832.00** **Total Salaries = $49,096.32**	**$49,096.32**
Personal Services-Fringe Fica 7.65% Employer + Retirement 15.75% Employer = 23.40%	Full Time Training Director – ($50,377.60) X (70%) = $35,264.32 X (23.4%) = **$8,251.85** Part Time Office Administrator (Retirement Only) – ($19,760.00) X (70%) = $13,832.00 X (15.75%) = **$2,178.54** **Total Fringes = $10,430.39**	**$10,430.39**
Contractual Services	Wireless Internet: @ approximately $50 x 12 months x 70% = **$420.00** Postage: @ approximately $35 per month x 12 months = **$420.00** Shipping/Handling Fees: @ approximately $75 per month x 12 months = **$900.00**	**$22,840.00**

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	Training Space/Meeting Rooms SFST Classes: @ approximately $200 per day x 3 days per month x 12 months = **$7,200.00** Training Space/Meeting Rooms SFST Instructor School: @ approximately $500 per day(2 rooms) x 5 days = **$2,500.00** Printing manuals, handouts and tests: = **$9,600.00** Copier Fees: @ approximately $0.10 per page x 12,000 copies = **$1,200.00** SFST Instructor School Printing manuals, handouts and tests: = **$500.00** SFST Instructor School Copier Fees: @ approximately $0.10 per page x 1,000 copies = **$100.00** **Total Contractual Services = $22,840.00**	
Travel *Meals can only be claimed with an overnight hotel stay. *Itemized receipts are required on all in-state travel * 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}	**<u>Staff Travel</u>** **<u>SFST Classes (24)</u>** Mileage for Instructors: @ approximately 150 miles x $0.535 per mile = $80.25 x 24 classes x 3 instructors = $5,778.00 Lodging for Instructors: $125.00 per nights x 3 nights x 24 classes x 3 instructors = $27,000.00 Meals for Instructors: $41 per day x 4 days = $164.00 x 24 classes x 3 instructors = $11,808.00	**$68,684.15**

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	Meal gratuity: $11,808.00 x @ 20% = $2,361.60 **SFST Classes Total = $46,947.60** **<u>In-State Training/Conferences (4): Sheriffs, Chiefs, Prosectuors, and Judges Conference</u>** Mileage for Instructors: @ approximately 150 miles x $0.535 per mile = $80.25 x 4 conference/trainings x 2 instructors = $642.00 Lodging for Instructors: $125.00 per nights x 2 nights x 4 conference/trainings x 2 instructors = $2,000.00 Meals for Instructors: $41 per day x 3 days = $123.00 x 4 conference/training x 2 instructors = $984.00 Meal gratuity: $984.00 x @ 20% = $196.80 **In-StateTraining/Conferences Total = $3,822.80** **<u>In-State SFST Instructor School for 20 Students and 15 Subject Matter Expert Instructors</u>** Mileage: @ approximately 150 miles x $0.535 per mile = $80.25 x 15 SME insturctors = $1,203.75 Lodging: @ $125.00 per nights x 4 nights x 18 rooms = $9,000.00 Meals: @ $41 per day x 5 days = $205.00 x 35 people = $7,175.00 **In-State SFST Instructor School Total = $17,378.75**	

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	Mileage: MAHSL, LEL, and MOHS meetings Full Time Training Director: 1000 miles x $0.535 per mile = **$535.00** **TOTAL TRAVEL = $68,684.15**	
Equipment	**Preliminary Breath Testers for Training Purposes Only:** PBT @ $499.00 x 2 = $998.00 **Total Equipment = $998.00**	**$998.00**
Commodities	**Office Suppies/Classroom/Instructor School Materials** Batteries, Binder clips, Binders, Business cards, Power Point Clicker, Extension Cord, CDs, Certificate Jackets, Certificates, Copy Paper, Fax Cartridges, Hanging Folders, Highlighters, Day Planners, Labels, Envelopes, Folders, Letterhead, Letterhead Envelopes, Markers, Name Tags, Note Pads, Pens, Pencils, Post-its, Printer Cartridges, Re-Cert Cards, Report Covers, Sheet Protectors, Staples, Tape, Tent Cards, Wall Calendars **Total Commodities = $2,014.00**	**$2,014.00**
Indirect Costs 2CFR200.414(f)	Indirect Cost: (153,064.86) X (10% de minimis rate) = $15,306.49 **Total Indirect Cost = $15,306.49**	**$15,306.49**

TOTALS	**$169,369.35**

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Mississippi Office of Highway Safety

FY18 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 200.336, the awarding agency and the Comptroller General of the United States, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), shall have the right of access to any pertinent books, documents, papers, or other records of grantees and sub-grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

D. It is further agreed that where reimbursement is made to Sub-grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-grantee.

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E. Unless otherwise directed, Sub-grantees must submit monthly reimbursement and back up documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Tasks by Quarter Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status quarterly and shall be submitted to the State no later than the 10th working day following the end of each quarter.

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 100% funded 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 full time funded positions require time certification and/or detailed activity documentation as directed by MS Office of Highway Safety.

V. GENERAL PROJECT REQUIREMENTS

A. Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
   ☐ Out of State Travel-All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
   ☐ In State Travel- All federal funded **in state travel** requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.

B. 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.

C. Sub-grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (45) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.

D. 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.

E. Local government Sub-grantee **must complete** the "Local Governmental Resolution" included within this document, or a similar, equally binding resolution. **Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.**

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F. 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)

G. Sub-grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):

- ☐ Payroll Schedule- To payroll period begin and payroll end dates & check date).
- ☐ Leave policy (vacation, sick leave, holiday, & compensatory time)
- ☐ Overtime Policy

H. 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.

I. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding $500.00 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.

J. 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.

K. Termination of Agreement:

☐ In the event of Sub-grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this agreement by giving the Sub-grantee a thirty (30) day notice. Before issuing notice of termination of this agreement, the MS Office of Highway Safety, shall allow the Sub-grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.

☐ The Sub-grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.

☐ Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-grantee shall not assign any portion of the work to be performed under this agreement, or execute any agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this agreement must include all required and/or applicable clauses and provisions of this agreement.

☐ Sub-grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the agreement by the MS Office of Highway Safety, will result in the withholding of reimbursement payments.

VI. UNALLOWABLE COST

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

The following are unallowable:

A. Unallowable Costs for Facilities and Construction

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

Examples of office furnishings and fixtures

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

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

B. Unallowable Equipment Costs

- ☐ Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- ☐ Traffic signal preemption systems (FHWA Federal-aid highway program funds are available for traffic signal preemption systems)
- ☐ Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds (including MAP-21 Section 405(b) High Seat Belt Use Rate funds, 405(d) Ignition Interlock funds, 405(e) Distracted Driving funds, and 405(g) GDL funds, in which a State has been approved to use for any eligible project or activity under 23 USC 402). (23 CFR Part 1300.13(c)).
- ☐ Radars or other speed measuring devices using MAP-21 Section 405-Impaired Driving Countermeasures and SAFETEA-LU Section 410 Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs

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

Overtime for police officers attending drug recognition expert training.

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D. Program Administration

General costs of government. For States, local governments and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.474 Travel. Reference 2 CFR § 200.444 and 2 CFR § 200.474.

NHTSA highway safety grant funds used to defray expenses incurred or sought to be incurred for activities of Federal civilian or military agencies or employees. For Department of the Interior, personnel expenditures for the Section 402 program are covered under the five percent administrative allowance.

Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable (See Part III, D.3.). Reference 2 CFR § 200.423.

Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.

Drug impaired activities, equipment and drug impaired training is not allowable with 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 Full Time 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 State highway safety agency 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

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- 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 State highway safety agency—

- 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;
- 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 subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

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

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

CERTIFICATION REGARDING FEDERAL LOBBYING

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

RESTRICTION ON STATE LOBBYING

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

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.

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 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 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 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 participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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5. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded,* as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR part 180. 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 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 NHTSA.

7. The prospective primary 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 1300.

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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

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, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded 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 participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded,* as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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 this 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.

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BUY AMERICA ACT

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

The Sub-Grantee and each sub recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, 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 to and approved by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

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

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

STATE CERTIFICATION AND ASSURANCE

CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:
SUB-GRANTEE GRANTEES AND 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-grant Sub-grantee Recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, each state, county and local law enforcement agency that conducts Emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

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

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

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be included as an attachment to this Certification and Standard Assurance document. 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 shall become an actual documented part of the grant application 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, 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 submitting a 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 grant file. This original signed form, together with the pertinent state, county or local policies to include, but not limited to the emergency response and vehicular pursuit policies with training procedures must be returned to the Mississippi Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, upon approval of the contract and prior to the beginning date.

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** at least one quarterly LEL Troop Network meeting to promote State/County/Local networking, the national blitz campaigns, blitz reporting, and PI&E efforts. **(LEL Coordination Sub-grantees Only)**

2. Sub-grantee with a LEL Network Coordinator Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. **(LEL Coordination Sub-grantees Only)**

3. Sub-grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.

4. Sub-grantee **must** engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.

5. For each of the national blitz campaigns, Sub-grantee **must maintain** relevant statistics and **submit** a mobilization form reporting the total number of checkpoints, saturation patrols, DUI arrests and other

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

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6. Sub-grantee **is required** to generate earned media (example: press conference, TV, radio or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national campaign events and must submit documentation with each activity report.

7. Law Enforcement Sub-grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols.
   - ☐ Unusual incidents of alcohol/ drug related crashes/fatalities;
   - ☐ Alcohol/ drug impaired driving violations;
   - ☐ Unusual number of nighttime single vehicle crashes/fatalities (Including Impaired, Unbelted and Speed)
   - ☐ Any other documented alcohol/ drug related vehicular incidents;
   - ☐ Citation data related to restrained and unrestrained occupants;
   - ☐ Unusual incidents of unbelted crashes/fatalities
   - ☐ Seatbelt/Child restraint violations;
   - ☐ Unusual incidents of teen crashes/fatalities; and
   - ☐ Unusual incidents of speed crashes/fatalities.

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

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

1. Subgrantee **agrees and commits** to have the DUI/Impaired Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired overtime to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.

   ☐ Full Time 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 and Saturday.**

   ☐ 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 and Saturday.**

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

2. Specific DUI/Impaired activities in which the DUI/Impaired officer(s) (if applicable) and/or other officers working overtime **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.

3. The Sub-grantee **will engage** in national campaigns endorsed by the National Highway Traffic Safety Administration.

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

5. The Sub-grantee **must engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.

6. The Sub-grantee **must generate** earned media (example: press conference, TV, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

Occupant Protection/Police Traffic Services
High Visibility Enforcement (HVE)
Applies only to Sub-grantee funded with 402 (OP), 402(PTS) or 405(B)

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

1. Sub-grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week.

2. Sub-grantee **will submit** forms containing the number of child restraint/safety belt citations, etc. and **must 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 will result in the withholding of reimbursement payments.

3. Sub-Grantee **must generate** earned media (example: press conference, TV, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each activity report.

Audit Requirements:

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

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

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

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific

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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 §200.330 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 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 §200.331 Requirements for pass-through entities.

Sub grantees <u>are required</u> to provide a copy of the jurisdiction/agency(s) most recent financial audit with the submission of the Grant Application. If the agency receives an updated audit during the grant year, the agency <u>is required</u> to provide a copy within ninety (90) days of completion of an audit of the agency.

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

As the Authorized Official for, _____ (Sub-grantee), 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.

Therefore, the Agency, I represent promises and will comply with all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

_____ _____

Authorized Official's Signature (Sub-Grantee) Date

_____ _____

[Typed or Printed Name] [Person's Organizational Title]

* * * * * * * * *

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

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the MINUTE BOOK No. 74, CITY OF OXFORD SAFEGUARD - DEMENT 61-9165
(Governing Body of Unit of Government)

Herein called the "SUB-GRANTEE" has thoroughly considered the problem addressed in the application (entitled) _____ and has reviewed the project described in the application; and

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

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

IN OPEN MEETING ASSEMBLED IN THE JURISDICTION _____ **MISSISSIPPI, THIS** _____ **Day of** _____, **20** _____ **AS FOLLOWS:**

1. That the project above is in the best interest of the Sub-grantee and the general public.
2. _____ is authorized to accept, on behalf of the
(Name and Title of Representative)
Sub-grantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of $_____ to be made to the Sub-grantee defraying the cost
(Federal Dollar Requested)
of the project described in the award.
3. That the Sub-grantee has formally agreed to provide a cash and/or in-kind contribution of $_____ as required by the project. (If Applicable)
(Local Match Amount)
4. One original or certified copy of this resolution must be included as part of the award referenced above.
5. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING BY: _____
(Chairman of the Board/Mayor–Blue Ink)

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

Date: _____

Attest: _____ **Seal**

By: _____
(Blue Ink)

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

PHIL BRYANT
GOVERNOR

MARSHALL L. FISHER
COMMISSIONER

September 8, 2017

Mr. George G. Patterson, Mayor
City of Oxford/Oxford Police Department
715 Molly Barr Road
Oxford, Mississippi 38655

Dear Mayor Patterson:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and City of Oxford's Grant Agreement for the Fiscal Year 2018. Your agency has been approved for 405D Alcohol and Impaired Driving Training Grant, in the amount of $79,930.07, pending final review and approval by NHTSA in the FY18 Highway Safety Plan.

The enclosed agreement is not fully executed until both the agency authorized official (Mayor, Board of Supervisor, President, Board President, 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 at an upcoming Implementation meeting.

All FY18 grant activities begin October 1, 2017 and must be concluded by September 30, 2018. In addition, the FY18 Sub-Grantee Closeout Report must be received at the MOHS, no later than COB November 15, 2018.

Please thoroughly read the grant agreement, certifications and assurances, as changes have been made for FY18. **Your completed grant agreement must be returned to the MOHS by COB September 26, 2017.** Please make sure that you complete the following documents, in their entirety and all forms are signed by the Authorized Signatory Official (**Board President or Mayor**), when returning the grant agreement:

1. Signature Page (original signature in BLUE ink);
2. Completed Agreement of Understanding & Compliance;
3. Completed Governmental Resolution Form; and
4. Enclose a copy of your agency's leave policy, overtime policy and a payroll schedule (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2017–September 30, 2018)

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

Mississippi Office of Highway Safety
Attn: Tenicia Speech
1025 Northpark Drive
Ridgeland, MS 39157

Please feel free to contact your Traffic Safety Specialist, Laura Henderson if you should have any questions concerning the completion of the grant agreement. You may reach your Traffic Safety Specialist at 601-977-3711 or lhenderson@dps.ms.gov.

Regards,

Tenicia Speech, Impaired Driving Division Director
Mississippi Office of Highway Safety

FY18 MOHS GRANT AGREEMENT

MS Office of Highway Safety
[illegible] Northpark Drive
Ridgeland, MS 39157
Phone: (601) 977-3700; Fax: (601) 977-3701

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1. Subgrantee's Name & Mailing Address:	2. Effective Date of Grant: **October 1, 2017**
City of Oxford/Oxford Police Dept. 715 Molly Barr Road Oxford, Mississippi 38655 Telephone Number: 662-232-2400 FAX: 662-232-2314 E-Mail: megan@oxfordpolice.net	3. Subgrant Number: **M5TR-2018-MD-22-51** 4. Grant Identifier (Funding Source & Year): **405D Alcohol and Drug Impaired Driving FY18** 5. Beginning and Ending Dates: **October 1, 2017– September 30, 2018** 6. Subgrant Payment Method: _X_ Cost Reimbursement Method

7. CFDA # - 20.616	8. DUNS # - 605954759	9. Congressional District -

10. A.FAIN #: 18X920405DMS17	11.A: Initial Federal Award Date: December 1, 2016	12. Research and Development Grant: ____ Yes _X_ No
10.B. Federal Awarding Agency: NHTSA	11.B: Secondary Federal Award Date:	

13. The following funds are obligated:

A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%
(1) Personal Services-Salary	**$21,041.28**	(1) Federal	**$79,930.07**		
(2) Personal Services-Fringe	**$4,470.17**	(2) State			
(3) Contractual Services	**$10,130.00**	(3) Local			
(4) Travel	**$36,022.25**	(4)Other			
(5) Equipment	**$0.00**	Total:	**$79,930.07**		
(6) Commodities	**$1,000.00**	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:			
(7) Indirect Costs	**$7,266.37**	Number of Grants: **2**	**405D**	**154**	**Total**
TOTAL	**$79,930.07**	TOTAL:	**$79,930.07**	**$169,369.35**	**$249,299.42**

The Subgrantee 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; and Agreement of Understanding and Compliances.

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

14. Approved for Grantee:	15. Approved for Sub-grantee:
Signature Date Name: Helen Porter Title: Office Director, MS Office of Highway Safety Division of Public Safety Planning MS Department of Public Safety	Signature Date Name: George G. Patterson Title: Mayor, City of Oxford

FY18 Sub-Grantee Project Description (Law Enforcement):

The Oxford Police Department Law Enforcement Training Coordination is a statewide program to provide Alcohol and Drug Impaired Driving training to all law enforcement officers. The program will expand training of the state and local law enforcement officers in Mississippi. The program proposes to provide technical assistance and training to law enforcement agencies through the state which will assist in the increase in DUI Alcohol and Drug arrests. Funds will be used for salaries, contractual services, travel and supplies for the program.

FY18 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: Oxford Police Department

List the target(s) that the sub-grantee will accomplish during the FY18 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 Oxford Police Department Law Enforcement Training Program will effect the increase of DUI Alcohol Arrests by 2% for local agencies from approximately 15,195 in 2015 to 15,499 by the end of 2018. (Statewide local Citation Info DUI Alcohol only)

The Oxford Police Department Law Enforcement Training Program will effect the increase of DUI Drug Arrests by 2% for local agencies from approximately 4,685 in 2015 to 4,779 by the end of 2018. (Statewide local Citation Info DUI Drug only)

Performance Measures:

Increase the number of Law Enforcement Officers trained in ARIDE by 5% from **69** in FY14 to **72** in FY18.

Increase the number of Law Enforcement Officers trained in DRE by 5% from **44** in FY14 to **46** in FY18.

Train **5** DRE's as DRE Instructors

Strategies:

Conduct a minimal of 10 ARIDE trainings state-wide(Northern, Central and Souther Regions) to law enforcement officers

Send (10) officers from Mississippi to DRE School in Selma, Alabama and send them to Jacksonville, Florida for their field certifications.

Conduct (1) DRE Instructor School to train 5 DRE's

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

Meet with agencies to set up training.

Meet quarterly with MOHS.

Attend a minimum of one (1) MAHSL meeting per quarter

Attend LEL Troop Network meetings as schedule permits

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

Work in conjunction with the MS Attorney General's Office TSRP in conducting alcohol and drug impaired driving training at MS Prosecutor's Conference, MS Judges Conference, and Law Enforcement Conference

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FY18 MOHS TASKS BY QUARTERS

AGENCY NAME: Oxford Police Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
1st QUARTER (OCTOBER, NOVEMBER & DECEMBER) Purchase approved equipment during 1st quarter for the grant year. Conduct not less than 2 ARIDE Trainings during quarter. Maintain monthly records and officer certifications for all training classes, presentations and other activities. Attend, at a minimum, one (1) MAHSL meeting during quarter. Meet not less than (1) time per quarter with the Mississippi Office of Highway Safety to coordinate activities; develop and refine strategies to provide training for law enforcement in an effort to effect positive increases in reporting and maintenance. Submit all required reporting documents by scheduled date(s) as defined in contract by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) **Additional Tasks:**
Projected Expenditures for 1st Quarter: $$19,982.52

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AGENCY NAME: 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 3 ARIDE Trainings during quarter. Maintain monthly records and officer certifications for all training classes, presentations and other activities. Attend, at a minimum, one (1) MAHSL meeting during quarter. Meet not less than (1) time per quarter with the Mississippi Office of Highway Safety to coordinate activities; develop and refine strategies to provide training for law enforcement in an effort to effect positive increases in reporting and maintenance. Submit all required reporting documents by scheduled date(s) as defined in contract by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) **Additional Tasks:**
Projected Expenditures for 2nd Quarter: $$19,982.52

FY18 MOHS TASK BY QUARTERS

AGENCY NAME: Oxford Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
3RD QUARTER (APRIL, MAY & JUNE) Conduct not less than 3 ARIDE Trainings during quarter. Conduct 1 DRE Instructor School during the quarter Maintain monthly records and officer certifications for all training classes, presentations and other activities. Attend, at a minimum, one (1) MAHSL meeting during quarter. Meet not less than (1) time per quarter with the Mississippi Office of Highway Safety to coordinate activities; develop and refine strategies to provide training for law enforcement in an effort to effect positive increases in reporting and maintenance. Submit all required reporting documents by scheduled date(s) as defined in contract by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) **Additional Tasks:**
Projected Expenditures for 3rd Quarter: $$19,982.52

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AGENCY NAME: Oxford Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
4TH QUARTER (JULY, AUGUST & SEPTEMBER) Conduct not less than 2 ARIDE Trainings during quarter. Maintain monthly records and officer certifications for all training classes, presentations and other activities. Attend, at a minimum, one (1) MAHSL meeting during quarter. Meet not less than (1) time per quarter with the Mississippi Office of Highway Safety to coordinate activities; develop and refine strategies to provide training for law enforcement in an effort to effect positive increases in reporting and maintenance. Submit all required reporting documents by scheduled date(s) as defined in contract by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) **Additional Tasks:**
Projected Expenditures for 4th Quarter: $19,982.51

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FY18 Mississippi Office of Highway Safety-Cost Summary Sup

1. Applicant Agency: City of Oxford/Oxford Police Department		
2. Subgrant Number: M5TR-2018-MD-22-51	3. Grant ID: 405D Alcohol and Drug Impaired Driving	4. Beginning: October 1, 2017
6. Activity: Oxford Police Department Law Enforcement Training Coordination		

8. Category & Line Item	10. Description of item and/or Basis for Valuation	11. Budget Federal
Personal Services-Salary	Full Time Training Director @ $24.22 x 2080 hours = ($50,377.60) X (30%) = **$15,113.28** Part Time Office Administrator @ $20.00 x 988 hours = ($19,760.00) X (30%) = **$5,928.00** **Total Salaries = $21,041.28**	**$21,041.2**
Personal Services-Fringe Fica 7.65% Employer + Retirement 15.75% Employer = 23.40%	Full Time Training Director – ($50,377.60) X (30%) = $15,113.28 X (23.4%) = **$3,536.51** Part Time Office Administrator (Retirement Only) – ($19,760.00) X (30%) = $5,928.00 X (15.75%) = **$933.66** **Total Fringes = $4,470.17**	**$4,470.1**
Contractual Services	Wireless Internet: @ approximately $50 x 12 months x 30% = **$180.00** Postage: @ approximately $25 per month x 12 months = **$300.00** Shipping/Handling Fees: @ approximately $50 per month x 12 months = **$600.00**	**$10,130.0**

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	Training Space/Meeting Rooms: @ approximately $200 per day x 2 days per month x 12 months = **$4,800.00** Printing manuals, handouts and tests: = **$4,000.00** Copier Fees: @ approximately $0.10 per page x 2,500 copies = **$250.00** **Total Contractual Services = $10,130.00**	
Travel *Meals can only be claimed with an overnight hotel stay. *Itemized receipts are required on all in-state travel * 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}	**Staff Travel** **ARIDE Classes (10)** Mileage for Instructors: @ approximately 150 miles x $0.535 per mile = $80.25 x 10 classes x 3 instructors = **$2,407.50** Lodging for Instructors: $125.00 per nights x 2 nights x 10 classes x 3 instructors = **$7,500.00** Meals for Instructors: $41 per day x 3 days = $123.00 x 10 classes x 3 instructors = **$3,690.00** Meal gratuity: $3,690.00 x @ 20% = **$738.00** **ARIDE Total = $14,335.50** **Out of State Training:** **DRE School in Selma, Alabama for 10 Students** Mileage: @ approximately 400 miles x $0.535 per mile = $214.00 x 10 students = **$2,140.00**	**$36,022.2**

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	Lodging and Meals: @ $75.00 per day x 11 days x 10 students = **$8,250.00** **DRE School in Selma, Alabama Total = $10,390.00** **<u>DRE School Field Certification in Jacksonville, Florida for 10 DRE Students</u>** Mileage: @ approximately 1200 miles x $0.535 per mile = $642.00 x 2 vehicles x 2 trips (5students per trip) = **$2,568.00** Lodging: @ $125.00 per nights x 3 nights x 5 rooms = **$1,875.00** Meals: @ $51 per day x 4 days = $204.00 x 10 students = **$2,040.00** Meal gratuity: $2,040.00 x @ 20% = **$408.00** **DRE School in Jacksonville, FL Total = $6,891.00** **<u>IACP Training Conference on Drugs, Alcohol, and Impaired Driving</u>** Registration: $300.00 Room rate ($200) X (4) nights x = $800.00 Airfare: $500.00 Baggage: $50.00 Ground Transportation $100.00 Meals ($51) x (5) days = $255.00 20% gratuity (of meals) X (255.00) = $51.00 **IACP Conference Total: $2,056.00**	

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	In-State DRE Instructor School for 5 DRE's and 2 Instructors Mileage: @ approximately 150 miles x $0.535 per mile = $80.25 x 7 insturctors = $561.75 Lodging: @ $125.00 per nights x 2 nights x 4 rooms = $1,000.00 Meals: @ $41 per day x 2 days = $82.00 x 7 people = $574.00 **In-State DRE Instructor School Total = $2,135.75** **In-State Mileage: MAHSL, LEL, and MOHS meetings** Full Time Training Director: 400 miles x $0.535 per mile = **$214.00** **TOTAL TRAVEL = $36,022.25**	
Commodities	**Office Suppies/Classroom Materials** Batteries, Binder clips, Binders, Business cards, Power Point Clicker, Extension Cord, CDs, Certificate Jackets, Certificates, Copy Paper, Fax Cartridges, Hanging Folders, Highlighters, Day Planners, Labels, Envelopes, Folders, Letterhead, Letterhead Envelopes, Markers, Name Tags, Note Pads, Pens, Pencils, Post-its, Printer Cartridges, Re-Cert Cards, Report Covers, Sheet Protectors, Staples, Tape, Tent Cards, Wall Calendars **Total Commodities = $1,000.00**	**$1,000.0**
Indirect Costs 2CFR200.414(f)	Indirect Cost: ($72,663.70) X (10% de minimis rate) = $7,266.37 **Total Indirect Cost = $7,266.37**	**$7,266.3**

TOTALS	**$79,930.0**

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Mississippi Office of Highway Safety

FY18 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 200.336, the awarding agency and the Comptroller General of the United States, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), shall have the right of access to any pertinent books, documents, papers, or other records of grantees and sub-grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

D. It is further agreed that where reimbursement is made to Sub-grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-grantee.

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E. Unless otherwise directed, Sub-grantees must submit monthly reimbursement and back up documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Tasks by Quarter Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status quarterly and shall be submitted to the State no later than the 10th working day following the end of each quarter.

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 100% funded 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 full time funded positions require time certification and/or detailed activity documentation as directed by MS Office of Highway Safety.

V. GENERAL PROJECT REQUIREMENTS

A. Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.

☐ Out of State Travel-All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.

☐ In State Travel- All federal funded **in state travel** requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.

B. 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.

C. Sub-grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (45) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.

D. 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.

E. Local government Sub-grantee **must complete** the "Local Governmental Resolution" included within this document, or a similar, equally binding resolution. **Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.**

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SAFEGUARD - DEMENT 61-9165

F. 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.

- FG 61 Seat belt policy (Must Retain a Copy);
- FG 61 Warning citation policy (If Applicable);
- FG 61 Pursuit policy(Must Retain a Copy);
- FG 61 Checkpoint policy (If Applicable);
- FG 61 Saturation patrol policy (If Applicable); and
- FG 61 DUI enforcement policy (If Applicable)
- FG 61 Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)

G. Sub-grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):

- FG 61 Payroll Schedule- To payroll period begin and payroll end dates & check date).
- FG 61 Leave policy (vacation, sick leave, holiday, & compensatory time)
- FG 61 Overtime Policy

H. 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.

I. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding $500.00 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.

J. 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.

K. Termination of Agreement:

FH 61 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.

FH 61 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.

FH 61 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.

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☐ 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, will result in the withholding of reimbursement payments.

VI. UNALLOWABLE COST

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

The following are unallowable:

A. Unallowable Costs for Facilities and Construction

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

Examples of office furnishings and fixtures

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

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

B. Unallowable Equipment Costs

- ☐ Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- ☐ Traffic signal preemption systems (FHWA Federal-aid highway program funds are available for traffic signal preemption systems)
- ☐ Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds (including MAP-21 Section 405(b) High Seat Belt Use Rate funds, 405(d) Ignition Interlock funds, 405(e) Distracted Driving funds, and 405(g) GDL funds, in which a State has been approved to use for any eligible project or activity under 23 USC 402). (23 CFR Part 1300.13(c)).
- ☐ Radars or other speed measuring devices using MAP-21 Section 405-Impaired Driving Countermeasures and SAFETEA-LU Section 410 Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs

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

Overtime for police officers attending drug recognition expert training.

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D. Program Administration

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General costs of government. For States, local governments and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.474 Travel. Reference 2 CFR § 200.444 and 2 CFR § 200.474.

NHTSA highway safety grant funds used to defray expenses incurred or sought to be incurred for activities of Federal civilian or military agencies or employees. For Department of the Interior, personnel expenditures for the Section 402 program are covered under the five percent administrative allowance.

Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable (See Part III, D.3.). Reference 2 CFR § 200.423.

Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.

Drug impaired activities, equipment and drug impaired training is not allowable with 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 Full Time 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 State highway safety agency 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

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- 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 State highway safety agency—

- 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;
- 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 subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

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

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

CERTIFICATION REGARDING FEDERAL LOBBYING

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

RESTRICTION ON STATE LOBBYING

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

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.

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 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 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 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 participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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5. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR part 180. 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 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 NHTSA.

7. The prospective primary 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 1300.

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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

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, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded 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 participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded,* as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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 this 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.

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BUY AMERICA ACT
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, 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 to and approved by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

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

STATE CERTIFICATION AND ASSURANCE
CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:
SUB-GRANTEE GRANTEES AND 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-grant Sub-grantee Recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, each state, county and local law enforcement agency that conducts Emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

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

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

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be included as an attachment to this Certification and Standard Assurance document. 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 shall become an actual documented part of the grant application 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, 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 submitting a 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 grant file. This original signed form, together with the pertinent state, county or local policies to include, but not limited to the emergency response and vehicular pursuit policies with training procedures must be returned to the Mississippi Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, upon approval of the contract and prior to the beginning date.

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** at least one quarterly LEL Troop Network meeting to promote State/County/Local networking, the national blitz campaigns, blitz reporting, and PI&E efforts. **(LEL Coordination Sub-grantees Only)**

2. Sub-grantee with a LEL Network Coordinator Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. **(LEL Coordination Sub-grantees Only)**

3. Sub-grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.

4. Sub-grantee **must** engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.

5. For each of the national blitz campaigns, Sub-grantee **must maintain** relevant statistics and **submit** a mobilization form reporting the total number of checkpoints, saturation patrols, DUI arrests and other

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

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6. Sub-grantee **is required** to generate earned media (example: press conference, TV, radio or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national campaign events and must submit documentation with each activity report.

7. Law Enforcement Sub-grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols.
   - ☐ Unusual incidents of alcohol/ drug related crashes/fatalities;
   - ☐ Alcohol/ drug impaired driving violations;
   - ☐ Unusual number of nighttime single vehicle crashes/fatalities (Including Impaired, Unbelted and Speed)
   - ☐ Any other documented alcohol/ drug related vehicular incidents;
   - ☐ Citation data related to restrained and unrestrained occupants;
   - ☐ Unusual incidents of unbelted crashes/fatalities
   - ☐ Seatbelt/Child restraint violations;
   - ☐ Unusual incidents of teen crashes/fatalities; and
   - ☐ Unusual incidents of speed crashes/fatalities.

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

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

1. Subgrantee **agrees and commits** to have the DUI/Impaired Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired overtime to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.

   ☒ Full Time 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 and Saturday.**

   ☒ 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 and Saturday.**

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

2. Specific DUI/Impaired activities in which the DUI/Impaired officer(s) (if applicable) and/or other officers working overtime **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.

3. The Sub-grantee **will engage** in national campaigns endorsed by the National Highway Traffic Safety Administration.

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

5. The Sub-grantee **must engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.

6. The Sub-grantee **must generate** earned media (example: press conference, TV, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

Occupant Protection/Police Traffic Services
High Visibility Enforcement (HVE)
Applies only to Sub-grantee funded with 402 (OP), 402(PTS) or 405(B)

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

1. Sub-grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week.

2. Sub-grantee **will submit** forms containing the number of child restraint/safety belt citations, etc. and **must 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 will result in the withholding of reimbursement payments.

3. Sub-Grantee **must generate** earned media (example: press conference, TV, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each activity report.

Audit Requirements:

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

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

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

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific

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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 §200.330 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 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 §200.331 Requirements for pass-through entities.

Sub grantees <u>are required</u> to provide a copy of the jurisdiction/agency(s) most recent financial audit with the submission of the Grant Application. If the agency receives an updated audit during the grant year, the agency <u>is required</u> to provide a copy within ninety (90) days of completion of an audit of the agency.

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

As the Authorized Official for, _____ (Sub-grantee), 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.

Therefore, the Agency, I represent promises and will comply with all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

_____	_____
Authorized Official's Signature (Sub-Grantee)	Date
_____	_____
[Typed or Printed Name]	[Person's Organizational Title]

* * * * * * * * *

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

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the MINUTE BOOK No. 74, CITY OF OXFORD SAFEGUARD - DEMENT 61-9165
(Governing Body of Unit of Government)

Herein called the "SUB-GRANTEE" has thoroughly considered the problem addressed in the application (entitled) _____ and has reviewed the project described in the application; and

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

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

IN OPEN MEETING ASSEMBLED IN THE JURISDICTION _____ **MISSISSIPPI, THIS** _____ **Day of** _____, **20** _____ **AS FOLLOWS:**

1. That the project above is in the best interest of the Sub-grantee and the general public.
2. _____ is authorized to accept, on behalf of the Sub-grantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of $_____ to be made to the Sub-grantee defraying the cost of the project described in the award.
   (Name and Title of Representative)
   (Federal Dollar Requested)
3. That the Sub-grantee has formally agreed to provide a cash and/or in-kind contribution of $_____ as required by the project. (If Applicable)
   (Local Match Amount)
4. One original or certified copy of this resolution must be included as part of the award referenced above.
5. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING BY: _____
(Chairman of the Board/Mayor–Blue Ink)

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

Date: _____

Attest: _____ **Seal**

By: _____
(Blue Ink)

Joseph B. East
Chief of Police
jeast@oxfordpolice.net

To: Mayor and Board of Aldermen

From: Joey East, Chief

Date: August 8, 2017

Re: Amendments to the Alcohol Ordinance
Chapter 14, Article II,
Section 14-43 - Beer and Light Wine Privilege License and
Section 14-44 - Permit or License Holder Regulations.

We are requesting a modification to clarify the requirement to obtain and maintain an ABC On-premises retailer's permit is only required for a business wanting to allow the on-premises consumption of beer or light wine. This ordinance was amended in March 2017.

Modification of Sec. 14-43 (4) *On-premises retailer's permit.* Any business allowing beer or light wine to be consumed on the premises is required to have ~~Holds~~ an on-premises retailer's permit issued by the alcoholic beverage control division of the state tax commission as provided in MCA 1972, §§ 27-71-5 and 67-1-51.

Modification of Sec. 14-44 (8) *On-premises retailer's permit.* Any business allowing beer or light wine to be consumed on the premises is required to ~~Must~~ maintain their on-premises retailer's permit as issued by the alcoholic beverage control division of the state tax commission as provided in MCA 1972, §§ 27-71-5 and 67-1-51.

Oxford Police Department
715 Molly Barr Rd.
Oxford, MS 38655
Phone: (662) 232-2400
Fax: (662) 232-2314

SAFEGUARD - DEMENT 61-9165

Mississippi Internet Crimes Against Children Memorandum of Understanding

Parties

The Mississippi Attorney General's Office is the recipient of a United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP) grant to enforce laws regarding Internet Crimes Against Children (ICAC), and the Mississippi Attorney General's Office utilizes this grant to administer and operated the ICAC Task Force.

This Memorandum of Understanding (MOU) is entered into by the Mississippi Attorney General's Office and the Oxford Police Department.

Overview/Mission Statement

OJJDP has created the ICAC Task Force Program, which is a national network of state and local law enforcement cyber crime units. The national ICAC program assists state and local law enforcement agencies develop and effective response to cyber enticement and child pornography cases. This help encompasses investigative and forensic components, training and technical assistance, victim services, and community education. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency, team approach to investigation and prosecuting ICAC cases.

The mission of the Mississippi ICAC Task Force therefore is to:

properly investigate and prosecute those who sexually exploit children through the use of the Internet and/or computers;
provide training and equipment to those involved in investigating and prosecuting ICAC and;
provide community education regarding the prevention of ICAC.

Purpose

The purpose of this MOU is to formalize the working relationship between the Oxford Police Department and the Mississippi Attorney General's Office and the Mississippi ICAC Task Force, as well as to delineate the responsibilities and expectations of the relevant parties. By signing this MOU, Oxford Police Department agrees to join the ICAC Task Force for the primary purpose of vigorously and properly investigation ICAC. By joining this Task Force, Oxford Police Department will benefit from grant resources,

joint operations, and extensive training opportunities.

By entering into this MOU, the Mississippi Attorney General's Office will benefit from investigative support from Oxford Police Department.

Investigations

All ICAC investigations will be conducted by sworn law enforcement investigators and in the spirit of cooperation with other ICAC task force members. Investigations will follow guidelines established by each agency's respective policy manual or guidelines. However, ICAC investigations shall also be governed by the national ICAC programs Operational and Investigative Standards (attached). Violation of the ICAC operational standards is cause for cancellation of this MOU. This MOU is not intended to infringe on the ongoing investigations of any other agency. It is agreed that unilateral acts on the part of employees involved in Task Force investigations are not in the best interest of the Task Force.

Oxford Police Department will:

Only sworn Oxford Police Department law enforcement personnel will conduct undercover ICAC investigations. Each investigator involved with undercover operations must receive ICAC training prior to initiating proactive investigations. Reports of all undercover and enforcement activity shall be made monthly to the Mississippi Attorney General's Office.

Conduct reactive investigations where subjects are associated with Oxford Police Department jurisdiction, including investigations of child pornography CYBERTIP referrals from the National Center for Missing and Exploited Children (NCMEC), Internet Service Provider and law enforcement referrals, and other ICAC-related investigations. Additional case initiations may develop from subject interviews, documented public sources, direct observations of suspicious behavior, public complaints, etc.

Record and document all undercover online activity. Any deviations from this policy due to unusual circumstances shall be documented in the relevant case file and reviewed by the ICAC Task Force Program Manager.

Provide agents assigned to the Task Force access to all ICAC investigative files including, without limitation, computer records, in order to ensure compliance with all national ICAC standards.

Locate its ICAC investigators in secured space provided by Oxford Police Department with controlled access to all equipment, software, and investigative files. At a minimum, information should be maintained in locked cabinets and under the control of Oxford

Police Department ICAC Task Force personnel, with restricted access to authorized personnel only.

Conduct education and prevention programs to foster awareness and provide practical, relevant guidance to children, parents, educators, librarians, the business and law enforcement communities, and other individuals concerned about Internet child safety issues. Presenters shall not discuss ongoing investigative techniques and undercover operations utilized by the ICAC Task Force.

Supervision

Oxford Police Department will be responsible for the day-to-day operational supervision, administrative control, and personal and professional conduct of its officers and agents assigned to the Task Force. ICAC investigations are a cooperative effort and investigative decisions will be a joint process guided by ICAC standards.

Liability

Oxford Police Department is responsible and liable for the acts and omissions of its own officers, agents or employees in connection with the performance of their official duties under this MOU. For tort liability purposes, no participating agency shall be considered the agent of other participating agencies. Each participating agency shall be liable (if at all) only for the torts of its own officers, agents or employees that occur within the scope of their official duties.

Reporting Statistics

Using a form provided by the Mississippi Attorney General's Office, Oxford Police Department shall submit monthly statistics to the Mississippi Attorney General's Office on al ICAC investigations or other investigative work pertaining to the sexual exploitation of children via the Internet. These statistics shall be submitted in the appropriate format by the 10th day of each month, and shall include data on all related investigations opened or closed during the month, as well as forensic examinations, technical/investigative assistance provided to other agencies, subpoenas and court orders issued, training hours attended and taught, and community outreach provided.

In addition, a breakdown of basic case data shall be included for each sexual exploitation of a minor (child pornography) case, and/or criminal solicitation of a minor (enticement/ traveler) case investigated by Oxford Police Department. The Mississippi Attorney General's Office will then be responsible for al required reporting to OJJDP.

Training

Oxford Police Department shall make investigators designated as Task Force members available for applicable specialized training provided through the national ICAC program and other appropriate training programs. The Mississippi Attorney General's Office will review training requests and provide funding for ICAC-approved training when appropriate.

Confidentiality

It is understood that any confidential information pertaining to investigations of Internet Crimes Against Children will be held in the strictest confidence, and will only be shared with participating ICAC Task Force members or other law enforcement agencies where necessary or as otherwise permitted by federal and/or state law.

Effective Date

This agreement shall be effective on _____, 2017 and shall continue until such time as federal funding for the ICAC Task Force ends or the agreement is canceled by either party upon written notice delivered to both agency directors.

Entered into this _____ day of _____, 2017

_____

ICAC Task Force Affiliate-Department Head Signature

_____

Mississippi ICAC Task Force Authorized Signature

SAFEGUARD - DEMENT 61-9165

Sec. 102-636. - Definitions.

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Chief of police. The chief of police of the city.

City. The City of Oxford, Mississippi.

Cruising. The repeated operation of two or more vehicles in a continuous or nearly continuous flow through a parking lot.

Parade. Any march, demonstration, procession or motorcade or promenade consisting of persons, animals, or vehicles, floats, or a combination thereof upon the streets, parks or other public grounds within the city with an intent of attracting public attention that interferes with the normal flow or regulation of traffic upon the streets, parks or other public grounds. For purposes of this article, "parade" also includes "cruising" as defined herein.

Parking lot. Any paved or unpaved area used by a place of business or shopping center for the parking of vehicles of their customers.

Person. Any person, firm, partnership, association, corporation, company or organization of any kind.

Public assembly. Any meeting, demonstration, picket line, rally or gathering for a common purpose as a result of prior planning that interferes with the normal flow or regulation of pedestrian or vehicular traffic or occupies any public area in a place open to the general public.

Sidewalk. Any area or way set aside or open to the general public for purposes of pedestrian traffic whether or not it is paved.

Special event. Any parade, march, ceremony, show, exhibition, pageant, or procession of any kind, or any similar display in or on any street, sidewalk, park, or other public place in the city, or "cruising" as defined herein.

Special event permit and parade or public assembly permit. A permit required by this article.

Street. Any place or way set aside or open to the general public for purposes of vehicular traffic, including any berm or shoulder parkway, right-of-way, or median strip thereof.

(Ord. No. 2008-12, § I, 7-15-2008)

Sec. 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.

(Ord. No. 2008-12, § I, 7-15-2008; Ord. No. 2008-13, § I, 9-16-2008)

Sec. 102-638. - Application.

(a) A person seeking a parade or public assembly permit shall file an application with the chief of police on forms provided by such officer and the application shall be signed by the applicant under oath.

(b) For single, nonrecurring parades or public assemblies, an application for a permit shall be filed with the chief of police at least 30 and not more than 180 days before the parade or public assembly is proposed to commence.

Confidential Information - For Board Use Only - Do not Redistribute

(c) For parades or public assemblies held on a regular or recurring basis at the same location, an application for a permit covering all such parades or assemblies during that calendar year may be filed with the chief of police at least 30 and not more than 180 days before the date and time at which the first such parade or public assembly is proposed to commence.

(d) Waiver of time limit. The time limitations prescribed in this article for the filing of an application may be waived by the chief of police in those instances where the applicant can show:

(1) Because of unusual circumstances, it was impossible to have made application within such time limitations; and

(2) The nature or conduct of the event would not be dangerous or harmful to the public health, safety and welfare of the residents of the city and the police department; and

(3) The police department and other city services and personnel have adequate time to process the application and plan for the event; and

(4) The time, route, or size of the event will not substantially interrupt the safe and orderly movement of traffic contiguous to the event site or route, or disrupt the use of a street at a time when it is usually subject to great traffic congestion.

(Ord. No. 2008-12, § I, 7-15-2008)

Sec. 102-639. - Application contents.

The application for a parade or public assembly permit shall set forth the following information:

(1) The name, address and telephone number of the person seeking to conduct such parade or public assembly;

(2) The names, addresses and telephone numbers of the headquarters of the organization for which the parade or public assembly is to be conducted, if any, and the authorized and responsible heads of the organization;

(3) The requested date of the parade or public assembly;

(4) The route to be traveled, including the starting point and the termination point;

(5) The approximate number of persons who, and animals and vehicles which, will constitute such parade or public assembly and the type of animals and description of the vehicles;

(6) The hours when such parade or public assembly will start and terminate;

(7) A statement as to whether the parade or public assembly will occupy all or only a portion of the width of the streets proposed to be traversed;

(8) The location by street of any assembly areas for such parade or public assembly;

(9) The time at which units of the parade or public assembly will begin to assemble at any such area;

(10) The intervals of space to be maintained between units of such parade or public assembly;

(11) If the parade or public assembly is designed to be held by, or on behalf of, any person other than the applicant, the applicant for such permit shall file a letter from that person with the chief of police authorizing the applicant to apply for the permit on his behalf;

(12) The type of public assembly, including a description of activities planned during the event;

(13) A description of any recording equipment, sound amplification equipment, banners, signs, or other attention-getting devices to be used in connection with the parade or public assembly;

(14) The approximate number of participants (spectators are by definition not participants);

(15) The approximate number of spectators;

(16) A designation of any public facilities or equipment to be utilized; and

(17) Any additional information that the chief of police finds reasonably necessary to a fair determination as to whether a permit should issue.

(Ord. No. 2008-12, § I, 7-15-2008)

Sec. 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.

(Ord. No. 2008-12, § I, 7-15-2008)

Sec. 102-641. - Police protection.

(a) The chief of police shall determine whether and to what extent additional police protection is reasonably necessary for the parade or public assembly for traffic control and public safety. The chief of police shall base this decision on the size, location, duration, time and date of the event, the number of streets and intersections blocked, and the need to detour or preempt citizen travel and use of the streets and sidewalks. The speech content of the event shall not be a factor in determining the amount of police protection necessary. If possible, without disruption of ordinary police services or compromise of public safety, regularly scheduled on-duty personnel will police the event. If additional police protection for the public assembly is deemed necessary by chief of police, he shall so inform the applicant for the permit. The applicant then shall have the duty to secure the police protection deemed necessary by the chief of police at the sole expense of the applicant.

(b) Persons engaging in parades or public assemblies conducted for the sole purpose of public issue speech protected under the First Amendment are not required to pay for any police protection provided by the city.

(Ord. No. 2008-12, § I, 7-15-2008)

Sec. 102-642. - Standards for issuance.

(a) The chief of police shall issue a permit as provided for herein when, from a consideration of the application and from such other information as may otherwise be obtained, he finds that:

(1) The conduct of the parade or public assembly will not substantially interrupt the safe and orderly movement of other pedestrian or vehicular traffic contiguous to its route or location;

(2) The conduct of the parade or public assembly will not require the diversion of so great a number of city police officers to police properly the line of movement and the areas contiguous thereto as to prevent normal police protection of the city;

(3) The concentration of person, animals, and vehicles at public assembly points of the parade or public assembly will not unduly interfere with property, fire and police protection of, or ambulance service to, areas contiguous to such public assembly areas;

(4) The conduct of the parade or public assembly is not reasonably likely to cause injury to persons or property;

(5) The parade or public assembly is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays en route;

(6) Adequate sanitation and other required health facilities are or will be made available in or adjacent to any public assembly areas;

(7) There are sufficient parking places near the site of the parade or public assembly to accommodate the number of vehicles reasonably expected;

(8) The applicant has secured the police protection, if any, required under Section 102-641(a). The total cost of the police protection must be paid in full 10 days prior to the event or the event will be canceled. The applicant may make a deposit of 25% of this amount in order to secure the date of the event, prior to making payment in full.

(9) Such parade or public assembly is not for the primary purpose of advertising any product, goods or event that is primarily for private profit, and the parade itself is not primarily for profit. The prohibition against advertising any product, goods or event shall not apply to signs identifying organizations or sponsors furnishing or sponsoring exhibits or structures used in the parade;

(10) No parade or public assembly permit application for the same time and location is already granted or has been received and will be granted;

(11) No parade or public assembly permit application for the same time but not location is already granted or has been received and will be granted, and the police resources required for that prior parade or public assembly are so great that in combination with the subsequent proposed application, the resulting deployment of police services would have an immediate and adverse effect upon the welfare and safety of persons and property;

(12) No event is scheduled elsewhere in the city where the police resources required for that event are so great that the deployment of police services for the proposed parade or public assembly would have an immediate and adverse effect upon the welfare and safety of persons and property; and

(13) The parade, if it takes the form of cruising, has the approval in writing of the owner or an authorized agent of the owner for the use of the parking lot which is the site of the parade.

(b) No permit shall be granted that allows for the erection or placement of any structure, whether permanent or temporary, on a city street, sidewalk, or right-of-way unless advance approval for the erection or placement of the structure is obtained from the board of aldermen.

(Ord. No. 2008-12, § I, 7-15-2008)

Sec. 102-643. - Nondiscrimination.

The chief of police shall uniformly consider each application upon its merits and shall not discriminate in granting or denying permits under this article based upon political, religious, ethnic, race, disability or gender related grounds.

(Ord. No. 2008-12, § I, 7-15-2008)

Sec. 102-644. - Notice of denial of application.

The chief of police shall act promptly upon a timely filed application for a parade or public assembly permit but in no event shall grant or deny a permit less than 48 hours prior to the event. If the chief of police disapproves the application, he shall notify the applicant either by personal delivery or certified mail at least 48 hours prior to the event of his action and state the reasons for denial.

(Ord. No. 2008-12, § I, 7-15-2008)

Sec. 102-645. - Alternative permit.

(a) The chief of police, in denying an application for a parade or public assembly permit, may authorize the conduct of the parade or public assembly at a date, time, location, or route different from that

named by the applicant. An applicant desiring to accept an alternate permit shall, within five days after notice of the action of the chief of police, file a written notice or acceptance with the chief of police.

(b) An alternate parade or public assembly permit shall conform to the requirements of, and shall have the effect of, a parade or public assembly permit issued under this article.

(c) Exigent Circumstances: The Chief of Police or his designee shall have the authority to alter the parade, assembly, or event location if he determines that the planned location presents or is likely to present an imminent danger to the health of safety of the permittees, nearby citizens, or others expected to assemble at the parade, assembly, or event.

(Ord. No. 2008-12, § I, 7-15-2008)

Sec. 102-646. - Appeal procedure.

(a) Any applicant shall have the right to appeal the denial of a parade or public assembly permit to the board of aldermen. The denied applicant shall make the appeal within five days after receipt of the denial by filing a written notice with the chief of police and a copy of the notice with the city clerk. The board of aldermen shall act upon the appeal at the next scheduled meeting following receipt of the notice of appeal.

(b) In the event that the board of aldermen rejects an applicant's appeal, the applicant may file an immediate request for review with a court of competent jurisdiction.

(Ord. No. 2008-12, § I, 7-15-2008)

Sec. 102-647. - Notice to city and other officials.

Immediately upon the issuance of a parade or public assembly permit, the chief of police shall send a copy thereof to the following:

(1) The mayor;

(2) The fire chief; and

(3) The director of public works.

(Ord. No. 2008-12, § I, 7-15-2008)

Sec. 102-648. - Contents of permit.

Each parade or public assembly permit shall state the following information:

(1) Starting and approximate ending time;

(2) Minimum speed of parade units;

(3) Maximum speed of parade units;

(4) Maximum interval of space to be maintained between units;

(5) The portions of the streets that may be occupied by the parade or public assembly;

(6) The maximum length of the parade in miles or fractions thereof; and

(7) Such other information as the chief of police shall find necessary to the enforcement of this article.

(Ord. No. 2008-12, § I, 7-15-2008)

Sec. 102-649. - Duties of permittee.

(a) A permittee hereunder shall comply with all permit directions and conditions and with all applicable laws and ordinances.

(b) The parade or public assembly chairman or other person heading such activity shall carry the parade or public assembly permit upon his person during the conduct of the parade or public assembly.

(c) Permittees may be assessed the reasonable cost to the City on account of a parade or public assembly, including but not limited to costs associated with:

1. Purchasing, deploying and/or removing traffic control devices for the event;
2. Police protection or other city personnel cost for the event;
3. Cleanup after the event, to the extent such cleanup exceeds the City's normal costs of maintenance and upkeep.

(Ord. No. 2008-12, § I, 7-15-2008)

Sec. 102-650. - Prohibitions.

The following prohibitions shall apply to all parades and public assemblies:

(1) It shall be unlawful for any person to stage, present or conduct any parade or public assembly without first having obtained a permit as herein provided;

(2) It shall be unlawful for any person to participate in a parade or public assembly for which the person knows a permit has not been granted;

(3) It shall be unlawful for any person in charge of, or responsible for the conduct of a duly licensed parade or public assembly to knowingly fail to comply with, deviate from or alter any terms or conditions of the permit;

(4) It shall be unlawful for any person to engage in any parade or public assembly activity that would constitute a substantial hazard to the public safety or that would materially interfere with or endanger the public peace or rights of residents to the quiet and peaceful enjoyment of their property;

(5) It shall be unlawful for any person participating in any parade or public assembly to carry or possess any length of metal, lumber, wood, plastic or PVC, or similar material for purposes of displaying a sign, poster, plaque or notice, unless such object is one-fourth inch or less in thickness and two inches or less in width, or if not generally rectangular in shape, such object shall not exceed three-fourths inch in its thickest dimension;

(6) It shall be unlawful for any person to carry any sign, poster, plaque, or notice, whether or not mounted on a length of material as specified in subsection (5) of the section, unless such sign, poster, plaque, or notice is constructed or made of a cloth, paper or cardboard material;

(7) It shall be unlawful for any person participating in a parade or public assembly to utilize sound amplification equipment at levels that do not comply with the provisions of section 34-63 et seq. of this Code; and

(8) It shall be unlawful for any person to ride, drive, or cause to be ridden or driven any animal or any animal-drawn vehicle upon any public street, unless specifically authorized by the permit.

(9) No person participating in a permitted parade or public assembly shall carry or wear any glass bottles, balloons filled with anything other than helium or air, body armor, bricks, stones, water guns, operational gas masks, or slingshots or similar manual projectile-launching equipment; and

(10) No person participating in a permitted parade or public assembly shall carry any open flame.

(11) Unlawful to cross crowd restraint device.

(a) *Definition.* Whenever used in this section, the term "crowd restraint device" shall mean any impediment or structure erected, put into place, or established by a law enforcement officer or other authorized city personnel on or along the streets or other public areas of the city for the purpose of directing, coordinating, or restricting the movement of pedestrians, and/or vehicles in and around parades, or other public assembly that involve vehicular and/or pedestrian traffic. Such devices shall include, but are not limited to, any rope, cable, wire, plastic ribbon, wooden or metal barricades and/or the posting of uniformed or other personnel otherwise identifiable as law enforcement officers.

(b) *Violation.* Except as provided herein, it shall be unlawful for any person to disregard, cross, traverse, go over, under, around or through a crowd restraint device or to move or relocate such device for the purpose of avoiding its restraint.

(c) *Exceptions.* The provisions of this section shall not apply to:

(i) Emergency situations when it is necessary to disregard a crowd restraint device or where such movement is authorized by a member of the police department;

(ii) Officials; officers; agents or employees of the city, county, state or federal government in the course of performing their official duties;

(iii) Emergency medical personnel in the course of performing their official duties.

(12) It shall be unlawful for an individual to conceal one's physical identity during any parade or public assembly by wearing a mask, hood, or other device that covers, hides, or conceals any portion of that individual's face:

(a) With the intent to intimidate, threaten, abuse, or harass any other individual;

(b) With the intent to deprive any person or class of persons of the equal protection of the laws, privileges, or immunities under the law, or for the purpose of hindering the authorities from giving or securing for all person's equal protections under the laws;

(c) With the intent, by force or threat of force, to injure, intimidate, or interfere with any person because of his or her exercise of any right secured by local, state, or federal laws;

(d) For the purpose of evading or escaping discovery, recognition, or identification during the commission of a criminal offense.

(Ord. No. 2008-12, § I, 7-15-2008)

Sec. 102-651. - Public conduct during parades or public assemblies.

(a) No person shall unreasonably hamper, obstruct or impede or interfere with any parade or public assembly or with any person, vehicle or animal participating or used in a parade or public assembly.

(b) No driver of a vehicle, except a police car or other emergency vehicle, shall drive between the vehicles or persons comprising a parade or public assembly with such vehicles or persons are in motion and are conspicuously designated as a parade or public assembly.

(c) The chief of police shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a street constituting a part of the route of a parade or public assembly. The chief of police shall post signs to that effect, and it shall be unlawful for any person to work or leave unattended any vehicle in violation thereof.

(d) No person along a parade route or within 500 feet of a permitted public assembly shall engage in activity that would constitute a substantial hazard to the public safety or that would materially interfere with or endanger the public peace or rights of residents to the quiet and peaceful enjoyment of their property.

(e) No person along a parade route or within 500 feet of a permitted public assembly shall carry or possess any length of metal, lumber, wood, plastic or PVC, or similar material for purposes of displaying a sign, poster, plaque or notice, unless such object is one-fourth inch or less in thickness and two inches or less in width, or if not generally rectangular in shape, such object shall not exceed three-fourths inch in its thickest dimension.

(f) No person along a parade route or within 500 feet of a permitted public assembly shall carry any sign, poster, plaque, or notice, whether or not mounted on a length of material as specified above, unless such sign, poster, plaque, or notice is constructed or made of a cloth, paper or cardboard material.

(g) No person along a parade route or within 500 feet of a permitted public assembly shall carry or wear any glass bottles, balloons filled with anything other than helium or air, body armor, bricks, stones, water guns, operational gas masks, or slingshots or similar manual projectile-launching equipment; and

(h) No person along a parade route or within 500 feet of a permitted public assembly shall carry any open flame.

(i) Unlawful to cross crowd restraint device.

(1) *Definition.* Whenever used in this section, the term "crowd restraint device" shall mean any impediment or structure erected, put into place, or established by a law enforcement officer or other authorized city personnel on or along the streets or other public areas of the city for the purpose of directing, coordinating, or restricting the movement of pedestrians, and/or vehicles in and around parades, or other public assembly that involve vehicular and/or pedestrian traffic. Such devices shall include, but are not limited to, any rope, cable, wire, plastic ribbon, wooden or metal barricades and/or the posting of uniformed or other personnel otherwise identifiable as law enforcement officers.

(2) *Violation.* Except as provided herein, it shall be unlawful for any person to disregard, cross, traverse, go over, under, around or through a crowd restraint device or to move or relocate such device for the purpose of avoiding its restraint.

(3) *Exceptions.* The provisions of this section shall not apply to:

(a) Emergency situations when it is necessary to disregard a crowd restraint device or where such movement is authorized by a member of the police department;

(b) Officials; officers; agents or employees of the city, county, state or federal government in the course of performing their official duties;

(c) Emergency medical personnel in the course of performing their official duties.

(j) It shall be unlawful for an individual to conceal one's physical identity during any parade or public assembly by wearing a mask, hood, or other device that covers, hides, or conceals any portion of that individual's face:

(a) With the intent to intimidate, threaten, abuse, or harass any other individual;

(b) With the intent to deprive any person or class of persons of the equal protection of the laws, privileges, or immunities under the law, or for the purpose of hindering the authorities from giving or securing for all person's equal protections under the laws;

(c) With the intent, by force or threat of force, to injure, intimidate, or interfere with any person because of his or her exercise of any right secured by local, state, or federal laws;

(d) For the purpose of evading or escaping discovery, recognition, or identification during the commission of a criminal offense.

(Ord. No. 2008-12, § I, 7-15-2008)

SAFEGUARD - DEMENT 61-9165

Sec. 102-652. - Revocation of permit.

The chief of police shall have the authority to revoke a parade or public assembly permit instantly upon violation of the conditions or standards for issuance as set forth in this article or when a public emergency arises where the police resources required for that emergency are so great that deployment of police services for the parade or public assembly would have an immediate and adverse effect upon the welfare and safety of persons or property.

(Ord. No. 2008-12, § I, 7-15-2008)

Sec. 102-653. - Penalty.

Any person violating any of the provisions of this article shall, upon conviction, be punished as set forth in section 1-8 of this Code. Each time that an offense or violation of this article occurs shall be deemed a separate offense.

(Ord. No. 2008-12, § I, 7-15-2008)

Confidential Information - For Board Use Only - Do not Redistribute

Rates			Proposed Rate
OED Billing Code			
22	For Each Residential Unit	$18.00	$21.00
25			
30	Shared Dumpster-Mininum Service	$37.00	$40.00
	For each commercial, industrial, governmental, or other entity:		
		New Service	
21	2 yard dumpster, picked up 1 time per week	$45.00	
*22	2 yard dumpster, picked up 2 times per week	$75.00	
23	2 yard dumpster, picked up 3 times per week	$125.00	
24	2 yard dumpster, picked up 4 times per week	$150.00	
25	2 yard dumpster, picked up 5 times per week	$175.00	
26	2 yard dumpster, picked up 6 times per week	$200.00	
29	2 yard dumpster, extra pick up	$26.00	
	For each commercial, industrial, governmental, or other entity:		
41	4 yard dumpster, picked up 1 time per week	$53.00	$61.00
42	4 yard dumpster, picked up 2 times per week	$95.00	$109.00
43	4 yard dumpster, picked up 3 times per week	$143.00	$164.00
44	4 yard dumpster, picked up 4 times per week	$191.00	$220.00
45	4 yard dumpster, picked up 5 times per week	$239.00	$275.00
46	4 yard dumpster, picked up 6 times per week	$287.00	$330.00
49	4 yard dumpster, extra pick up	$26.00	$30.00
61	6 yard dumpster, picked up 1 time per week	$76.00	$87.00
62	6 yard dumpster, picked up 2 times per week	$130.00	$150.00
63	6 yard dumpster, picked up 3 times per week	$183.00	$210.00
64	6 yard dumpster, picked up 4 times per week	$244.00	$281.00
65	6 yard dumpster, picked up 5 times per week	$305.00	$351.00
66	6 yard dumpster, picked up 6 times per week	$366.00	$421.00
69	6 yard dumpster, extra pick up	$30.00	$35.00
81	8 yard dumpster, picked up 1 time per week	$87.00	$100.00
82	8 yard dumpster, picked up 2 times per week	$149.00	$171.00
83	8 yard dumpster, picked up 3 times per week	$223.00	$256.00
84	8 yard dumpster, picked up 4 times per week	$298.00	$343.00
85	8 yard dumpster, picked up 5 times per week	$372.00	$428.00
86	8 yard dumpster, picked up 6 times per week	$446.00	$513.00
89	8 yard dumpster, extra pick up	$34.00	$39.00
Recycle	8 yard dumpster, picked up 1 time per week	$30.00	$35.00
Recycle	8 yard dumpster, extra pick up	$25.00	$29.00
Recycle	8 yard dumpster, picked up 1 time per week- Outside City Limits	$50.00	$58.00
Recycle	8 yard dumpster, extra pick up- Outside City Limits	$65.00	$75.00
	10 yard dumpster, picked up 1 time per week	$107.00	$123.00
	10 yard dumpster, picked up 2 times per week	$169.00	$194.00
	10 yard dumpster, picked up 3 times per week	$243.00	$280.00
	10 yard dumpster, picked up 4 times per week	$318.00	$366.00
	10 yard dumpster, picked up 5 times per week	$392.00	$451.00
	10 yard dumpster, picked up 6 times per week	$466.00	$536.00
	10 yard dumpster, extra pick up	$56.00	$64.00

MINUTE BOOK No. 74, CITY OF OXFORD

1. Permission to advertise for Equipment for Environmental Services, Amberlyn Liles
   - Knuckleboom
   - Leaf Truck
   - Rear Loaders (2)
   - Front Loader (1)
   - Litter Getter

OXFORD
PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Aldermen

From: Judy Daniel, AICP, Director of Planning

Date: September 5, 2017

Re: Second Reading and Public Hearing of Case #2215 a Request to Rezone +/- 30.73 acres from (CE) Country Estate to (TND) Traditional Neighborhood Development

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Planning Staff Comments: Taylor Ridge Partners, LLC is requesting this rezoning for property (PPINS#14967, #34530, #34889) at 110 CR 303 (Old Taylor Road), with additional access from CR 356. Property to the south is the PUD containing Faulkner Flats, and its commercial center along Old Taylor Road; The Mark apartment complex in the RC zone is to the east, a residential subdivision in the Country Estate district is to the north, and the property to the west is owned by the University of Mississippi. The subject property currently contains a few structures (it has been a family homesite/farm), but is primarily vacant. It contains substantial woodlands, and has an intermittent stream running through the center of the property.

This is the second application requesting a rezoning to the Traditional Neighborhood Development District. The Vision 2037 Comprehensive Plan and Future Land Use Map indicates a recommended use of Traditional Neighborhood Development at this location. The Taylor Ridge TND is being planned to create a small community center along Old Taylor Road, adjoining two residential neighborhood areas.

The proposed development includes the required Center, Transition Area, and Edge. The Town Center will include upper floor office or residential uses in some buildings. Beyond the Town Center, the two neighborhoods will include detached and attached dwellings, with some multi-family areas proposed. Cumulatively, 58% of the land area will be residential uses, with 29% left as open space.

For the reasons stated and with the justification provided in the attached report to the Planning Commission, staff recommends approval of the requested rezoning with the conditions noted below. At their August 14 meeting, the Planning Commission considered the proposal and also recommended (6-1) approval of the rezoning.

SAFEGUARD - DEMENT 61-9165

Several Planning Commissioners expressed concern that while tree preservation should be considered for a TND, and a Tree Survey is required; full Tree Mitigation is not required. Given these concerns, staff prepared an evaluation of the proposed development in relationship to standard tree mitigation requirements. In this instance, because of the preservation of a great many trees in the central part of the project, and because of the off-setting trees that will be required to meet landscaping requirements; Taylor Ridge would not need further mitigation even if Tree Mitigation were required.

Public Works staff expressed some concerns regarding road alignments, which required a traffic impact study. The applicants have agreed to follow the recommendations of the study and any other requirements provided during the site plan process. The applicants also understand that the concept plan may have to be modified, including the elimination of lots, in order to accommodate city streets, stormwater requirements and utilities.

Further, Public Works has not agreed to ownership, maintenance, width or type for any streets, with the only exception being that CR356 must remain a public road as it has been identified in previous transportation plans and in the Vision 2037 Future Mobility Network as a future connecting road vital to future transportation needs of the City and County. Staff also told the developer that some of the roads seemed to be candidates for public roads and some seemed to be more appropriate as private roads, and that proposed roads will be required to meet the standards of the street ordinance in place at the time of site plan approval.

Recommendation: Planning staff and the Planning Commission recommend approval of the rezoning to TND with the following conditions:

1. This approval recommendation is based on adherence to the elements submitted with the Master Regulating Plan, and with the understanding that as the Phases of this development are brought in for Subdivision or Site Plan approval that they will adhere to the concepts presented in that Master Regulating Plan for structure design, street types, landscaping, and stormwater. This approval also requires construction to begin within two years after the date of the approval of the rezoning or the property will revert to its underlying zoning.

2. Also, approval of the variance request regarding the lower floor area ratio for the commercial area and civic space; contingent upon approval of the rezoning.

3. Developer is required to complete all improvements to infrastructure identified now and/or in future traffic impact studies, site plan reviews or other evaluations of the City's ability to provide water and sewer service to the proposed development.

OXFORD
PLANNING
DEPARTMENT

Case 2215

To: Oxford Planning Commission
From: Judy Daniel, AICP, Planning Director
Date: August 14, 2017

Applicant: Taylor Ridge Partners, LLC
Owner: Same
Request: Rezone +/- 30.73 acres to (TND) Traditional Neighborhood Development
Location: 110 CR 303 (Old Taylor Road) (PPINS #14967, #34530, #34889)
Zoning: Country Estate (CE)

Surrounding Zoning:

North: (CE) Country Estate;
South: (PUD) Planned Unit Development
East: (RC) Multi-family; (NB) Neighborhood Business
West: Not in city limits

Planners Comments:

The subject property is located to the immediate north of the Faulkner Flats rental housing development along the west side of Old Taylor Road, with additional access from CR 356 to the north. The subject property currently contains a few structures (it has been a family homesite/farm), but is primarily vacant. It contains substantial woodlands, and has an intermittent stream running through the center of the property.

The applicant is requesting to rezone the subject property to (TND) Traditional Neighborhood Development. The Vision 2037 Comprehensive Plan and Future Land Use Map indicates a recommended use of Traditional Neighborhood Development at this location. The Taylor Ridge TND is being planned to create a small community center along Old Taylor Road, adjoining two residential neighborhood areas.

SAFEGUARD - DEMENT 61-9165

The Town Center will feature upper floor office or residential uses in some buildings. Beyond the Town Center, the two neighborhoods will include detached and attached dwellings, with some multi-family areas proposed. Cumulatively, 58% of the land area will be residential uses, with 29% left as open space.

Within this proposed development, 263 dwelling units are proposed, split between detached, attached, multi-family, and upper floor residential in the commercial area. (The chart on page 11 indicates 4 accessory dwelling units which are currently not allowed in a TND, so they are to be eliminated from this proposed rezoning request.)

Planner Evaluation: This is the second application for a development in the Traditional Neighborhood Development District. This new zoning districts functions differently from most Oxford zoning districts in that it envisions a rezoning based on a phased development plan that includes residential, natural, civic, and commercial elements that are generally expected to be implemented over a number of years. But to ensure the quality of development proposed for the rezoning, a range of plan elements, more detailed than are generally required, must be submitted with the rezoning proposal. All these required elements for the zoning district have been submitted for evaluation. Cumulatively they are the proposed Master Regulating Plan. Staff evaluation of the submitted elements follows.

The basic required elements for submission include:

- A locational map of the property.
- The illustrative proposed master plan.
- An aerial rendering of the proposed project.
- The tree survey
- The site clearing plan
- The location of prominent sites and vistas
- The general layout of the Core, Transition, and Edge
- The areas designated for the required varied use types
- The areas designated for the various types of buildings and dwellings
- The proposed phasing plan

All these required elements have been submitted and staff believes these elements are complete and allow a good understanding of the intended uses. Staff believes the intended uses and locations for those uses are appropriate and as intended for a TND. The proposed phasing plan requested in a letter of July 5 would have two phases. Phase 1 would be northern portion of the property containing mainly single family detached homes; Phase 2 would contain the southern portion of the property including the mixed-use center and more attached and multi-family dwellings. They propose all site clearing and site infrastructure work for both phases as part of Phase 1, and that Phase 2 would begin. before all of Phase 1 is completed.

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- Public Works Elements

  Public Works staff comments are below.

- Design and Landscaping Elements
  - The proposed bulk standards for the structures in the various areas
  - The proposed architectural standards
  - The proposed open space plan and standards
  - The proposed landscaping and street tree plan, with the selected trees
  - The proposed lighting plan and lighting fixtures
  - The proposed master signage plan, and sign standards

  Planning staff believes that the submitted proposals are sufficient to explain the intended architectural, landscaping, lighting, and signage plans for the proposed TND. Staff believes that these elements are appropriate and as envisioned for a TND.

The Master Regulating Plan must include a proposed plan for staging for the three primary required areas: Core, Transition, and Edge. Elements must include, at a minimum, the following:

1) A topographic survey and stormwater drainage plan.
   This was submitted as required and Public Works recommends approval.

2) The layout and location and hierarchy of streets and public open spaces and parking areas. This should include the proposed location of all designated prominent sites and vistas.

   The submitted Prominent Sites and Vistas Diagram clearly indicates these locations and describes why they are chosen. The proposed street patterns and types reflect the street patterns and types indicated for this type of development in the Vision 2037 Plan.

3) Layout and location of residential, commercial, mixed-use and civic building lots.
   The submitted documents clearly indicate the location of these structures. Staff believes that the proposed locations are aligned to the intent of the TND District.

4) Plan data and statistics to include densities (DU/acre) or intensity (FAR), buildings by type, setbacks, and other explanatory information.
   The proposed densities and intensities of the proposed types are provided as required on page 11 of the submittal document. The developers are requesting a reduction in the amount of Civic Space and Mixed Use/Commercial structures. (They requested this as a

 SAFEGUARD - DEMENT 61-9165

special exception but such a request is actually a Variance; so staff is considering the requests as variances.)

Reduced Mixed-Use/Commercial and Civic Space – This TND is proposed to be a somewhat smaller scale and intensity, given its location on the edge of the city along Old Taylor Road. Only four buildings are proposed, and they propose only two floors of residences (a total of 77 dwelling units). Also, their buildable area was constrained by a desire to work with the topographical challenges of this site, and to retain a substantial portion of the interior stream area undisturbed. For that reason, staff recommends support of that request.

The developers are also requesting a special exception to allow accessory dwelling units for 16 of the proposed single family dwellings in Phase One. This use, however, is not currently listed as allowed in a TND, and the use would not meet the current special exception standards for an accessory dwelling unit. Staff does not object, philosophically to the use, with appropriate standards and such a use is being proposed in the new zoning code. Staff has informed the developers of this situation and they are withdrawing the request from the rezoning application.

5) A list of uses by neighborhood section.
The list of proposed uses is provided on pages 10 and 11 of the submittal and staff finds the proposed uses to be appropriate for the intent of a Traditional Neighborhood District.

6) A master sign plan.
The proposed master sign plan has been submitted and staff finds it sufficient to be a guide for detailed signage proposals in the Phases as they are submitted.

7) A phasing plan for the entire development along with projected implementation schedule, to include triggers for initiating subsequent phases.
This TND proposes two phases. Phase 1 is the single family dwellings, and Phase 2 will be the commercial center and multi-family development. The stated intent is to complete Phase 1 within one year and to then initiate Phase 2 when Phase 1 is nearing completion or complete. Staff believes this is a reasonable Phasing Plan.

8) A series of architectural renderings which convey the overall character of the development.
The proposals for indicative architectural styles have been submitted (pages 12-19) providing specific illustrations of the building types that are proposed in the two phases. Staff believes that the submitted information reflects a range of styles that will complement the intent for a TND in Oxford.

9) Architectural design regulating covenants for all site elements and buildings.
The submitted architectural standards for each building type have been submitted (pages 12-20) and staff believes that they provide clear guidance as to the structures that will be built.

10) An open space plan indicating proposed improvements thereon and the proposed conditions at the project edges.
An Open Space Plan has been submitted (pages 21-22) that clearly indicates areas proposed to be preserved and designed green spaces, and the design standards for these spaces. Staff believes that the submitted information provides clear guidance for review of the proposed open space area; and that these areas are sufficient to meet the intent of the TND.

11) An overall landscaping plan for the entire development which must include:
a) Tree survey plan with tree inventory counts. Should include identification of the location of vegetation to be preserved including the species, and size range of existing trees to be preserved, and a clearing plan for any areas where tree removal is proposed.

The tree survey and clearing plan has been submitted (page 5-6). As the developed areas are proposed to avoid a large "ravine" area and along the trail to the west, a substantial amount of existing vegetation will be preserved.

b) Scaled drawing of the site, with north arrow, indicating areas for preservation, location and spacing of new trees and shrubs proposed for use.
All required landscaping information has been submitted (pages 23-26) and staff believes that the proposed landscaping plans are sufficient and will meet the intent for the TND district.

c) Construction details and/or cross-sections sufficient to explain specific site conditions and solutions. Possible conditions include berms, retaining walls, screen walls, fences, tree wells to preserve existing trees, or culverts to maintain natural drainage patterns.

Public Works comments are below.

d) A plant list of all proposed landscape materials including trees, shrubs, and grasses. Showing (for trees) caliper sizes, root type (bare root, balled and burlapped, container size), height of material, botanical and common name.

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All required landscaping information has been submitted (pages 23-26) and staff believes that the proposed landscaping plans are sufficient and will meet the intent for the TND district.

e) Planting and details to ensure proper installation and establishment of proposed plant materials. To include type and amount of mulch, ground cover and grasses. Should include irrigation plan, if appropriate, or water outlets.

The concepts for planting and staking to be used in the various Phases have been submitted (Pages 23-26) and are sufficient as a general guide. Submittals for the phases as submitted for final review will have more specific details.

f) Proposed location of light poles, refuse container enclosures, walls, fences, protective curbing, mechanical equipment, and other hard landscaping materials.

The general locations proposed light poles and proposed lighting fixtures are included (page 31-32). Staff has agreed with the applicant that locations for the other elements mentioned are more appropriately determined at site plan.

g) A landscape maintenance plan including a statement that all diseased, damaged, or dead material shall be replaced in accordance with the landscape ordinance.

The developer has stated that all requirements of the landscape ordinance will be followed.

h) A storm water plan that shows integration of storm water features into the overall project design.

The conceptual storm water plan has been submitted (page 7). Public Works comments are below.

Public Works Comments – The initial comments that were provided by the staff were acknowledged by the developer as part of a preliminary review of the Master Regulating Plan dated April 14, 2017. Staff raised concerns regarding alignments shown in the concept drawing with the applicant and they subsequently submitted a traffic impact study, which addresses many, if not all, of these concerns. The developer has agreed to follow the recommendations of the study and any other requirements provided during the site plan process. Staff has also notified the applicant that the concept plan may have to be modified, including the elimination of lots, in order to accommodate city streets, stormwater requirements and utilities.

A traffic impact study was provided for consideration of the rezoning request. The study has identified a number of recommendations for both City and County roads in order to address the increased number of users that would result from this rezoning. A capacity analysis for water

and sewer has also determined that improvements must be made to the existing water and sewer infrastructure to support increased users. These road, water and sewer improvements would not be required if the zoning were to remain unchanged.

The concept drawings show a number of street types. Public Works has not agreed to ownership, maintenance, width or type for any streets, with the only exception being that CR 356 must remain a public road. CR356 has been identified in previous transportation plans and in our Vision 2037 Future Mobility Network a future connecting road and is vital to future transportation needs of the City and county. Staff has expressed to the developer that some of the roads seemed to be candidates for public roads and some seemed to be more appropriate as private roads. The street standards provided do not meet current standards and may not meet future standards. Regardless of what has been indicated in the concept plan or in Vision 2037, the roadways will be required to meet the standards of the street ordinance in place at the time of site plan approval.

Public Works supports the rezoning request provided the developer is in agreement to complete all required infrastructure improvements at his expense. This includes but is not limited to:

- Improvements to the existing lift station
- Installation of force main as needed
- Realigning CR356 with possible future signalization
- Adding or extending turn lanes
- Realigning CR300 and CR3001
- Adding turn lanes at CR300
- Eliminating proposed on-site parking within a certain distance to the intersection of Old Taylor road
- Adding a turn lane at the southern site driveway

Many of these recommendations are shown in Figure 11 of the Traffic Impact Study. The developer has stated that he is in agreement to complete the required improvements at his expense.

Recommendation of Sufficiency to Meet TND Standards for Rezoning:
A Traditional Neighborhood Development (TND) district should be compact and pedestrian friendly containing a mix of land uses with a defined center, middle and edge. A TND development pattern should include shorter blocks, dense street connections, a variety of uses, diverse housing types, and central public spaces. Such development should be adjacent to, but not bisected by, an arterial street.

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The proposed "Taylor Ridge" TND meets those basic standards. Its Town Center takes direct access to Old Taylor Road, it proposes a variety of uses (it will allow uses that are allowed in the Neighborhood Business District or its successor district), and it proposes a variety of housing types, and it proposes several public spaces in central areas.

This proposed TND will also meet all general standards of size and proportions of primary structural elements of the Core (commercial, civic, and mixed use areas with some open space); Transition (attached and detached dwellings and multi-family dwellings); and Edge (green spaces and detached dwellings).

Staff has evaluated the submittal documents that comprise the Master Regulating Plan for this proposed rezoning and we find that they sufficiently meet the standards outlined for the District. Some of these standards relate more to actual final site plans or subdivision approvals, but most of the conceptual standards that will guide those evaluations seem to fulfill the vision for this District.

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." (Burden 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:

Mistake: There was not a mistake on the previous rezoning.

Change and Need: The recently adopted Vision 2037 Comprehensive Plan encourages mixed-use higher density development at certain locations. Further, Vision 2037 identified this property as an area appropriate for Traditional Neighborhood Development. Beyond these documents, the area surrounding this site has seen substantial change in recent years. Several years ago a Planned Unit Development was approved just to the south, which includes substantially dense multi-family residential development and a commercial area fronting on Old Taylor Road. Across the road from the proposed site is another multi-family complex built within the past five years. And less than a half mile to the north, also along Old Taylor Road, are other multi-family complexes. Further, new road has recently opened up, extending CR 300 from Old Taylor Road to South Lamar. These new developments reflect the substantial changes in this area in recent years.

Recommendation: While it is impossible to "pin down" all aspects of a multi-phased district development in advance, the commitments inherent in the materials submitted for this proposed TND form a good "skeleton" with a fair amount of "muscle tissue" and set parameters for future development that can guide the Planning Commission as the two Phases are brought in for final approval. Staff believes that with the controls noted, the overall neighborhood can become a pleasant new center in this area of Oxford. It should also be noted that the developer held a public meeting to provide information about the proposed development for area residents and supporters of the adjacent (to the west) public trail.

Staff recommends approval of the request to rezone the subject property, from the CE (Country Estate) district to the (TND) Traditional Neighborhood Development district.

1. This approval recommendation is based on adherence to the elements submitted with the Master Regulating Plan, and with the understanding that as the Phases of this development are brought in for Subdivision or Site Plan approval that they will adhere to the concepts presented in that Master Regulating Plan for structure design, street types, landscaping, and stormwater. This approval also requires construction to begin within two years after the date of the approval of the rezoning or the property will revert to its underlying zoning.

2. Also, approval of the variance request regarding the lower floor area ratio for the commercial area and civic space; contingent upon approval of the rezoning.

3. Developer is required to complete all improvements to infrastructure identified now and/or in future traffic impact studies, site plan reviews or other evaluations of the City's ability to provide service to the proposed development.

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OXFORD
PLANNING
DEPARTMENT

APPLICATION FOR ZONING MAP AMENDMENT

Applicant's Name Taylor Ridge Partners, LLC

Mailing Address c/o Keith Covington, Common Ground, 113 Fitzgerald Street, Franklin, Tennessee 37064

Address of Property in Question 110 County Road 303 (Old Taylor Road) Oxford, MS 38655 PPIN # See attached

Telephone Number (s) Day (615) 678-8640

Interest in Property ○ Owner ○ Leaseholder ◉ Option to Purchase ○ Other Legal Interest

Present Zoning Classification of Property (CE) Country Estate Residential

Proposed Zoning Classification of Property (TND) Traditional Neighborhood Development

Legal Description of Property (Include all subdivision lot numbers or metes and bounds description and tax parcel numbers)

See attached

What changed or changing conditions make the passage of this amendment necessary?

See attached

What other circumstances justify the proposed change?

See attached

What error(s), if any, in the Zoning Map would be corrected by the proposed amendment?

None

Signature of Owner or Authorized Agent _____ Date 4/14/17

J. Patrick Hurst, Attorney-in-Fact

A legal description and a plat showing the land area affected by the proposed amendment, zoning classification of the area and all abutting properties, all public and private rights-of-way and easements bounding and intersecting the designated area and abutting properties must be attached along with a filing fee payable to the City of Oxford.

FOR CITY USE ONLY

Date Filed _____

Date of Public Hearing _____

Decision of Board of Adjustment _____

_____

Effective Date _____

_____ _____

Zoning Administrator Date

Supplement to City of Oxford Application for Zoning Map Amendment

Applicant: Taylor Ridge Partners, LLC

Subject Property: 110 County Road 303 (Old Taylor Road) Oxford, MS 38655

PPIN #s: 14967, 34530 and 34889

Survey: Survey showing the land area affected by the proposed amendment, zoning classification of the area and all abutting properties, all public and private rights-of-way and easements bounding and intersecting the designated area and abutting properties is attached.

Legal Description of Subject Property:

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"

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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.

What changed or changing conditions make the passage of this amendment necessary?

Braxton and Sandra Comer purchased the subject property in 1984, raised their family there, and currently reside at the property. Mr. and Mrs. Comer did not have any input on the zoning of the property when it was annexed by the City in 2007 and zoned Country Estate Residential. The appropriate use of the Property was not addressed in the City's 2004 Comprehensive Land Use Plan, but the recommended future land use is now addressed in the recently adopted Vision 2037 Plan.

It is common knowledge that there have been significant changes to the neighborhood surrounding the property since it was annexed by the City and zoned Country Estate Residential. The area in the immediate vicinity of the Property primarily consists of multifamily residential developments, and emerging mixed use retail developments. Specifically, to the east across Old Taylor Road there are six (6) multifamily housing complexes known as: The Connection (est. 2008), The Mark (est. 2012), Fleur De Lis (est. 2010), Taylor Bend (est. 2012), Brighton Village (est. 2014), and The Domain (est. 2016). To the immediate south of the property, there is a large multifamily PUD known as Faulkner Flats (est. 2014), and a mixed use PUD known as Village Station (est. 2016, and under development). There is an established single family neighborhood to the north, and undeveloped land abutting the Thacker Mountain Rail Trail to the west.

The Vision 2037 Plan recognizes the change in conditions surrounding the property, and provides the appropriate policies for new development, its form, and how to manage it. The Vision 2037 Plan calls for the property to be zoned Traditional Neighborhood Development (TND), which includes a mixture of uses in a compact, pedestrian-friendly environment. The current Country Estate Residential zoning does not allow the property to be developed in a manner that is consistent with the City's policy adopted for this neighborhood in the Vision 2037 Plan.

In addition to the incompatibility with the Vision 2037 Plan, the property's existing zoning classification of Country Estate Residential is no longer appropriate due to the surrounding land uses. Large single family estate lots are not desirable in this neighborhood, and would not be viable. The Traditional Neighborhood Development zoning classification allows the property to be developed in a manner that provides a wide range of housing types, together with mixed use buildings, civic space, green spaces, pocket parks, and walking/biking trails. These are amenities that will not only be utilized by the communities' residents, but the entire neighborhood along Old Taylor Road. The Traditional Neighborhood Development zoning classification also allows the property to be developed in a manner that provides appropriate transitions to all surrounding land uses. To the west, a large tree buffer will be preserved so that the Thacker Mountain Trail is maintained in its current natural state. The Trail will also be much more accessible by the public through a network of walking and biking trails throughout the property. To the north, a mixture of single family detached homes will provide a transition to the established single family neighborhood, which will also bring the existing roads south to provide better connectivity to those residents. To the east, mixed use buildings will provide commercial amenities, meeting places, and open green space for all residents of the Old Taylor Road corridor to enjoy. To the south, a mixture of multifamily buildings and single family attached homes will provide a transition to the multifamily development that abuts the property.

The property represents a large gap in the development of the Old Taylor Road corridor, and Traditional Neighborhood Development provides a unique opportunity for

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the property to become an epicenter of activity and connectivity for all residents of this neighborhood. The alternative if the property is developed under the County Estate Residential zoning designation, is a closed off single family home community consisting of large estate lots. For these reasons, we submit that the proposed zoning map amendment is necessary to address the change in conditions surrounding the property, and to implement the land use and development policies adopted by the City in the Vision 2037 Plan.

What other circumstances justify the proposed change?

The Vision 2037 Plan recognized that Oxford is experiencing unprecedented growth both in new development and population. New jobs are being created in the City, and Ole Miss continues to increase its enrollment on an annual basis. This growth is putting strain on the City's housing options and infrastructure, and is also significantly increasing both the purchase prices and rental rates for housing in the City. Along with this growth in both development and population, there is a parallel desire and need for more modern, concentrated, affordable, pedestrian friendly housing options in the City outside of the Square. Traditional country estate lots are not as desirable as they once were. This is a national trend which Oxford is experiencing first hand.

The subject property is in the heart of the Old Taylor Road corridor where thousands of Oxford residents call home. By implementing the Traditional Neighborhood Development zoning policies on this property, there is a unique opportunity to create a central walkable point of connectivity for residents of this neighborhood, where they will not only find various new housing options, but also green space, civic space, pocket parks, and a network of trails connected to the Thacker Mountain Trail that does not exist today. There is a demand for a central "place" like this along Old Taylor Road, which may be equal to the demand for the new housing options that are being proposed for the property. This "place" would also decrease traffic congestion along Old Taylor Road, as amenities and everyday errands accessed by car from this neighborhood today, would now just be a short walk or bike ride away. For these reasons, in addition to the obvious change in character of the area surrounding the property, a zoning map amendment is appropriate.

Filing Fee: A check payable to the City of Oxford in the amount of $150.00 is enclosed.

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MASTER

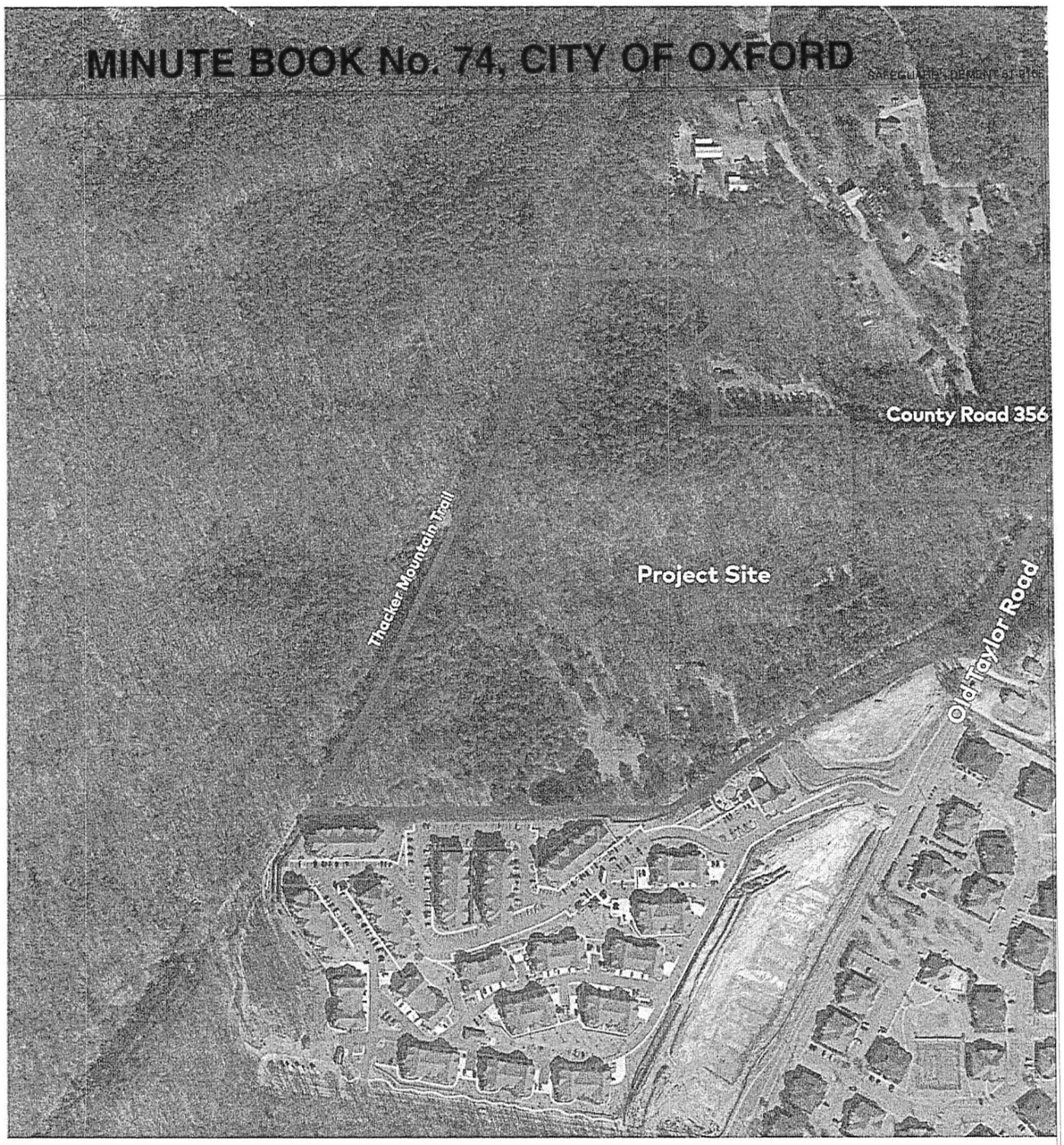
Revised July 5

common ground
URBAN DESIGN + PLANNING

with

Williams Engineering
Dalhoff Thomas Design Studio
Zanetta Illustration

MINUTE BOOK No. 74, CITY OF OXFORD



Existing Conditions Aerial Photograph

Taylor Ridge Traditional Neighborh

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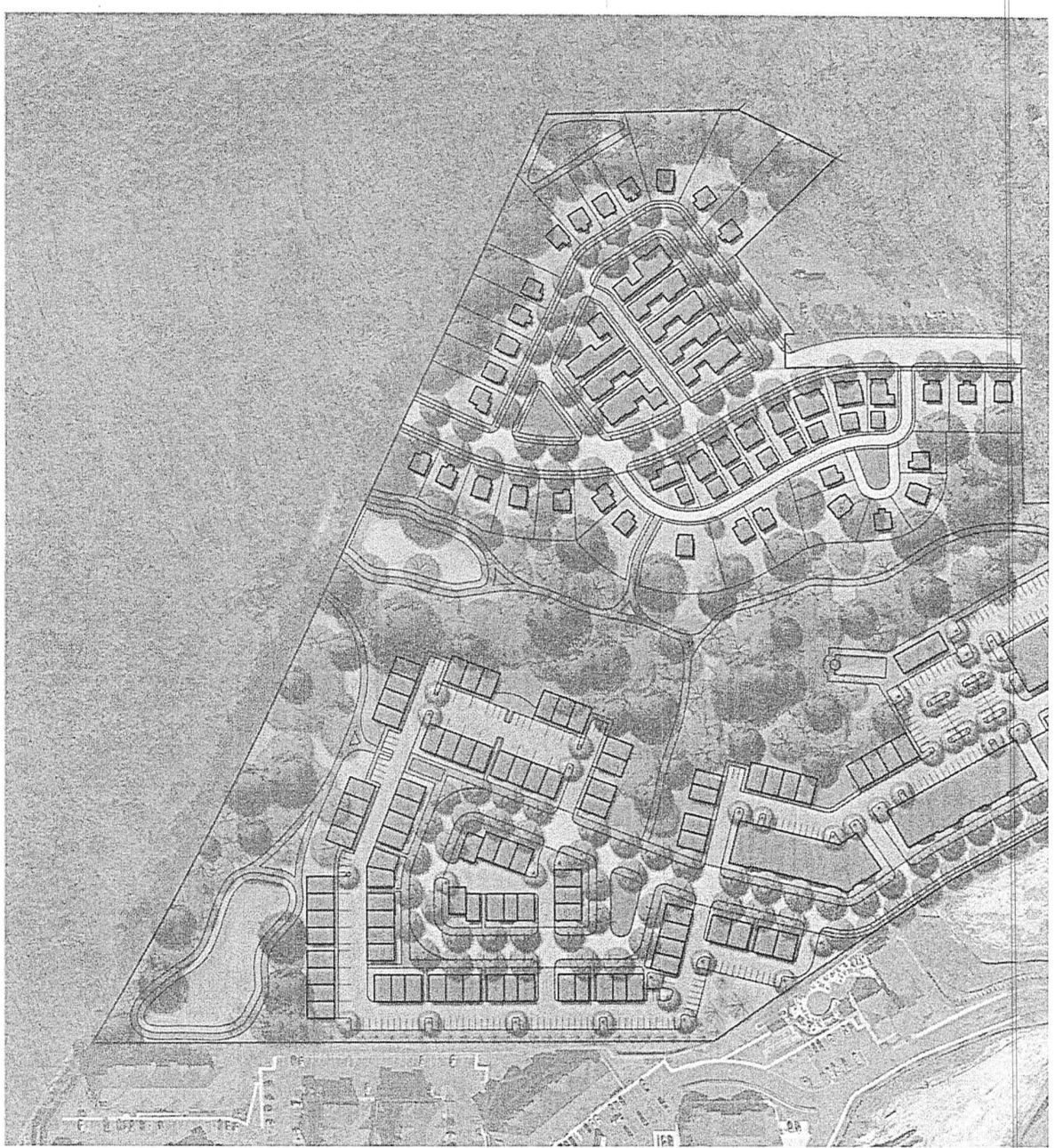

Taylor Ridge Traditional Neighborh

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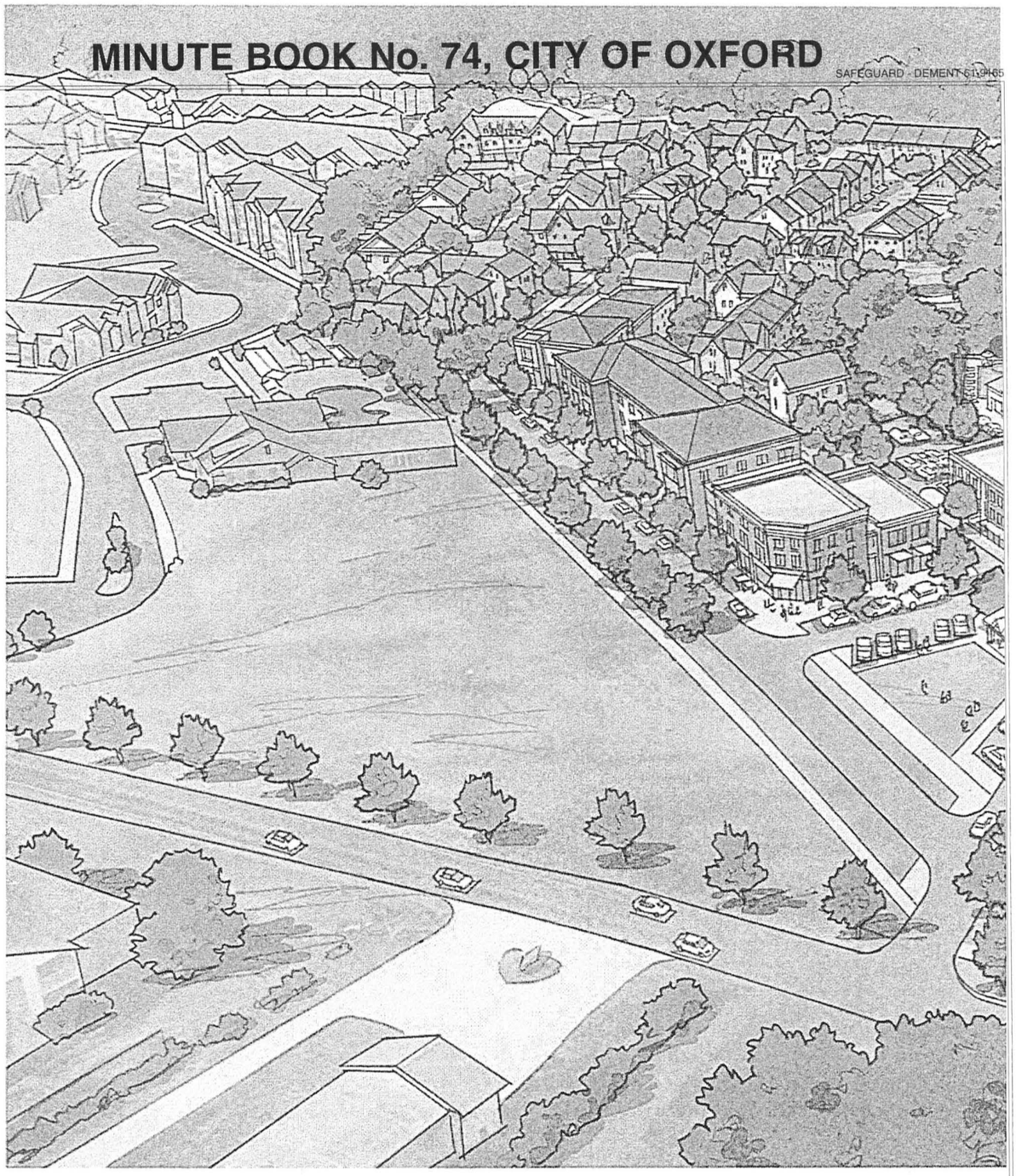

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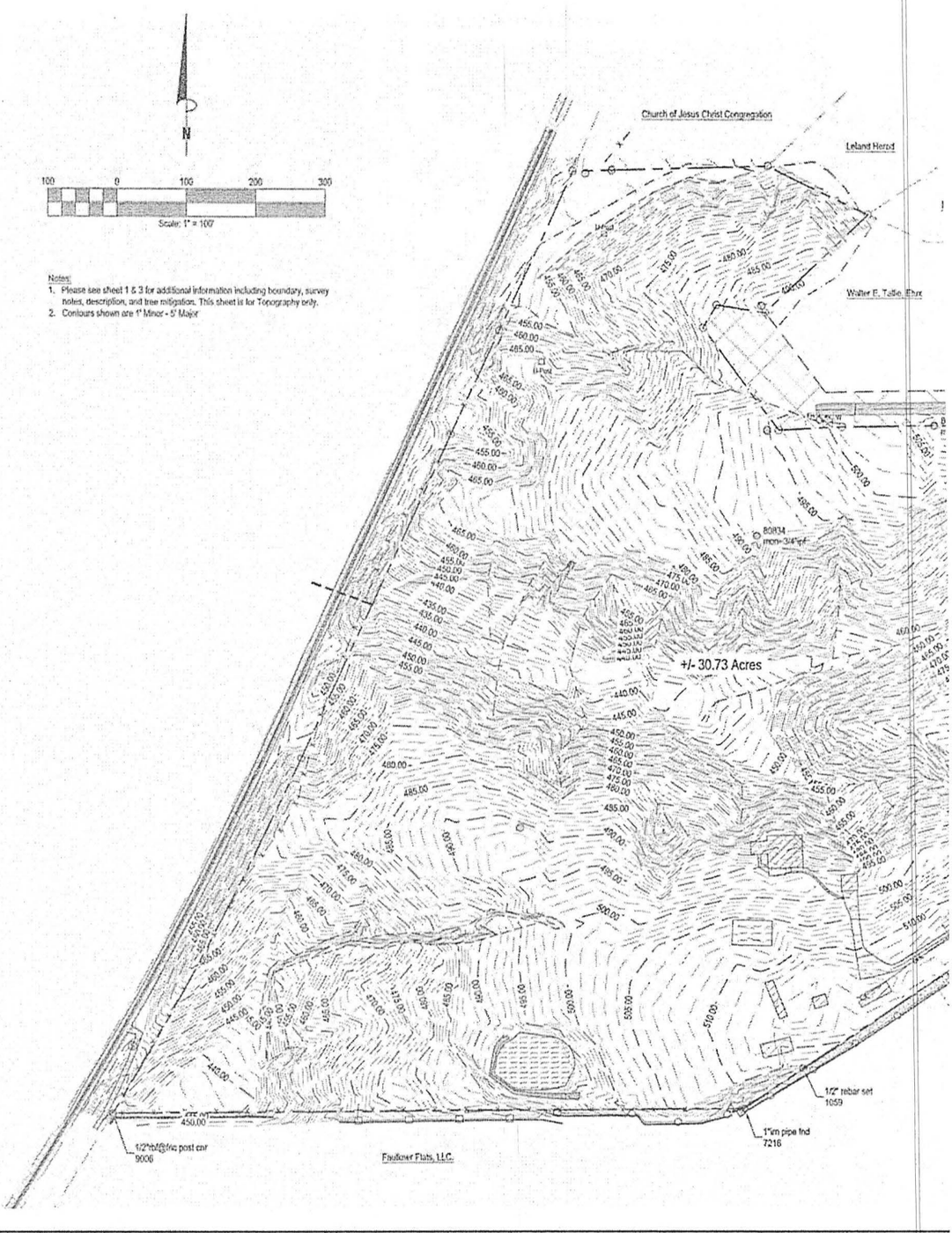

Taylor Ridge Traditional Neighborhood

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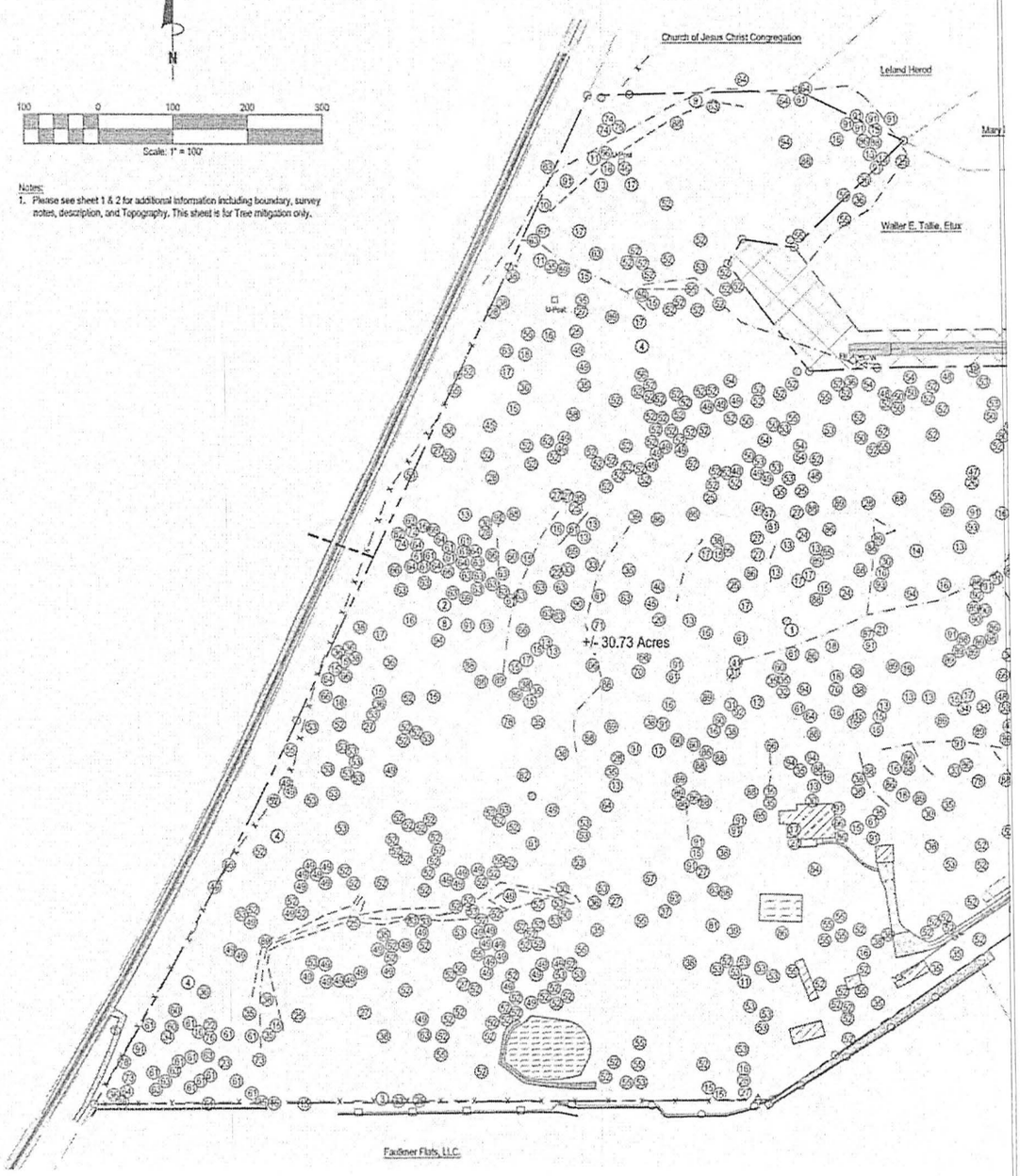

Taylor Ridge Traditional Neighborhood

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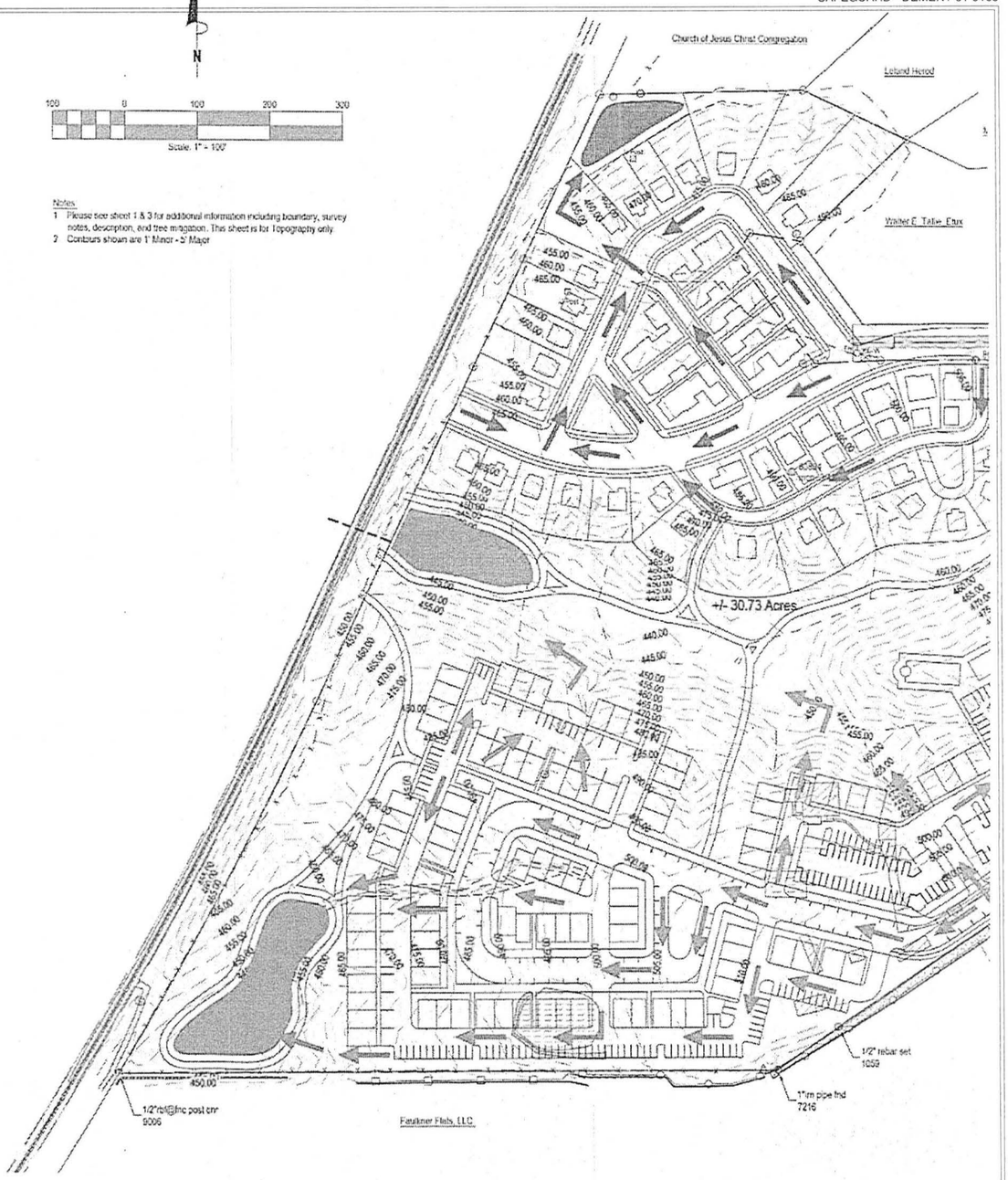

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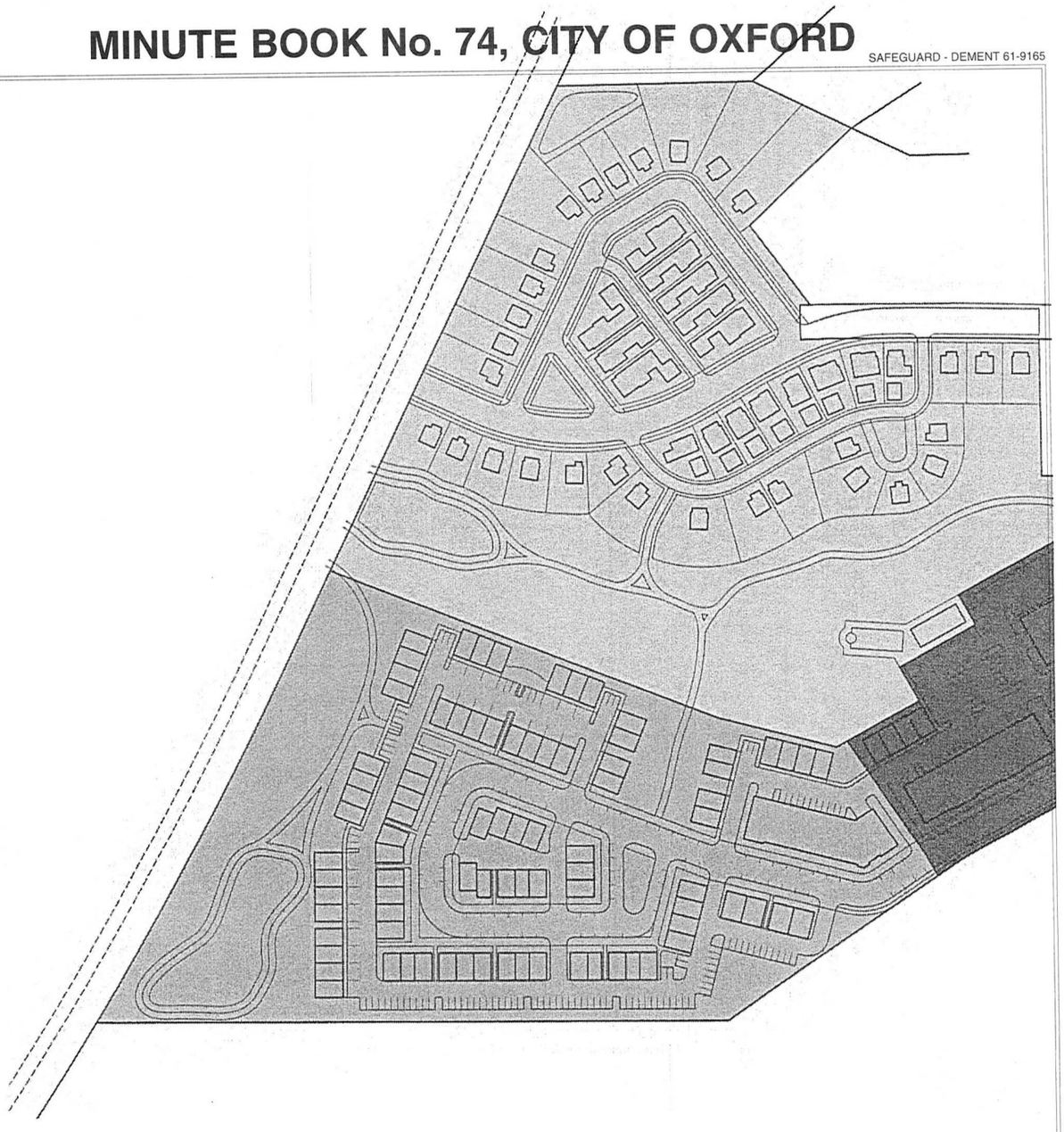

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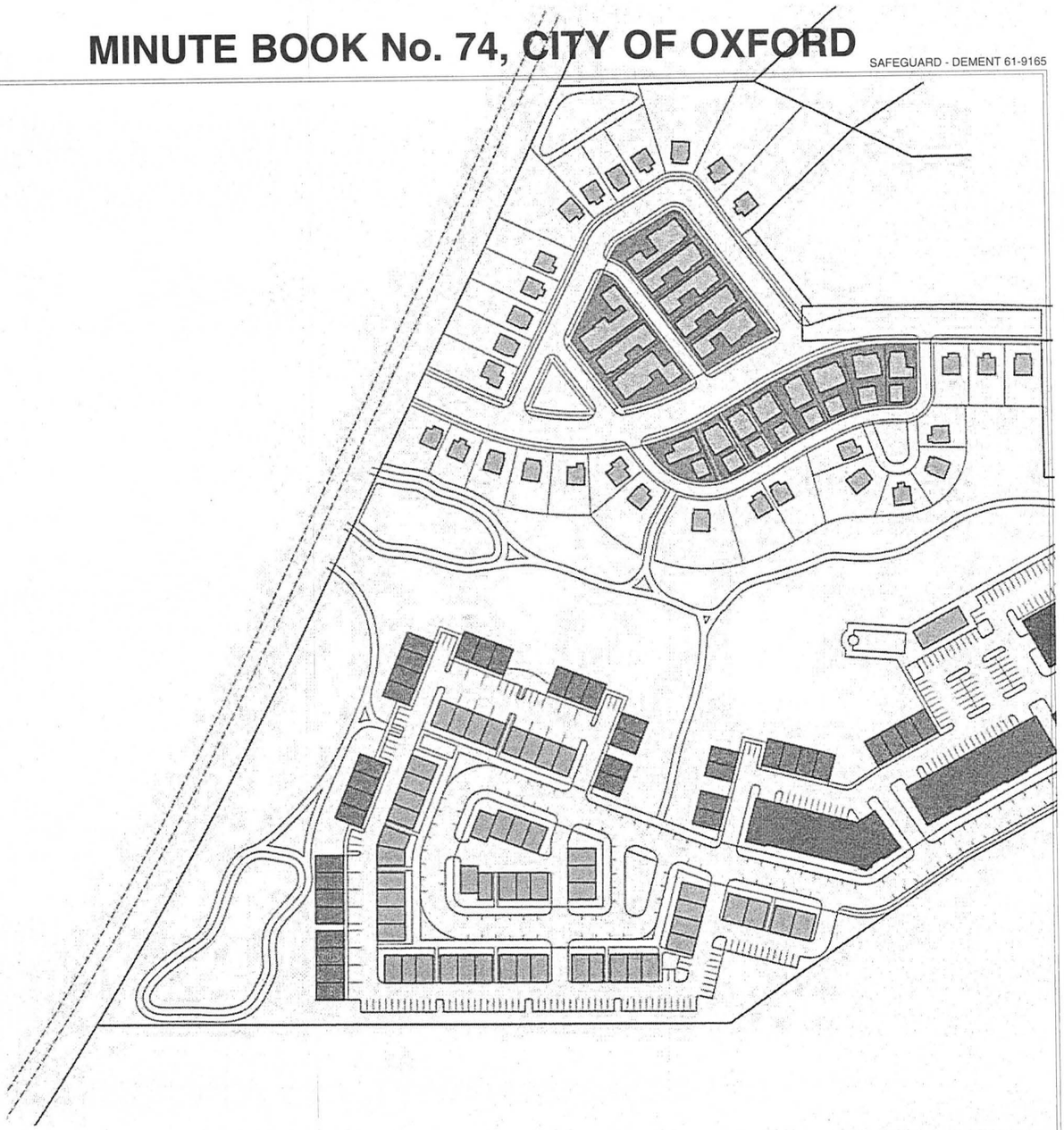

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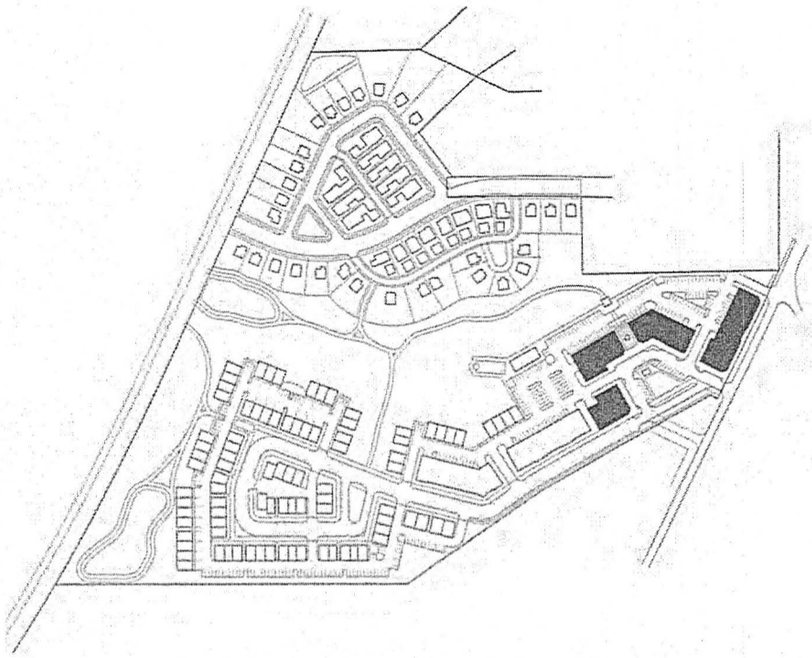
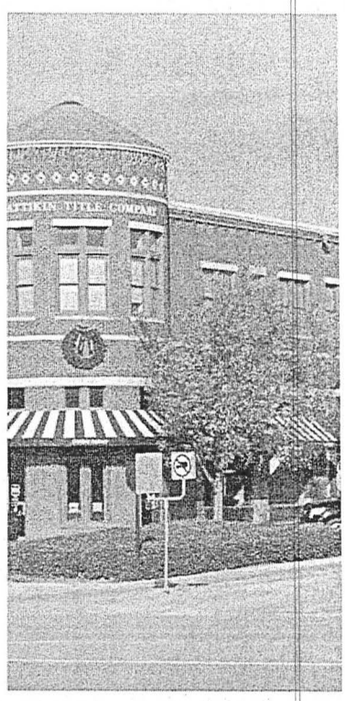
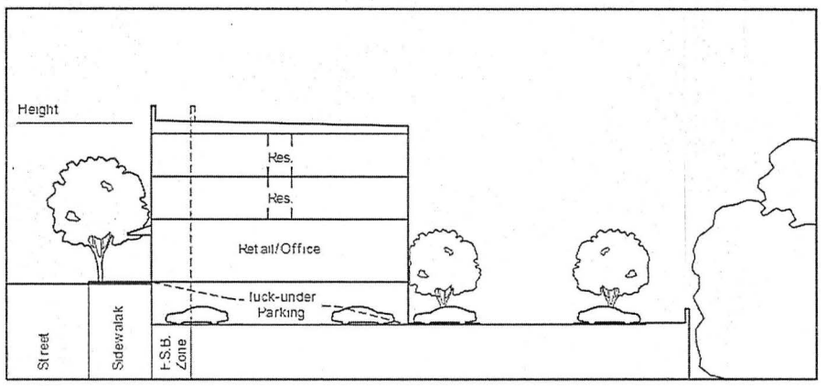


Regulating Plan





p Building Type Diagram

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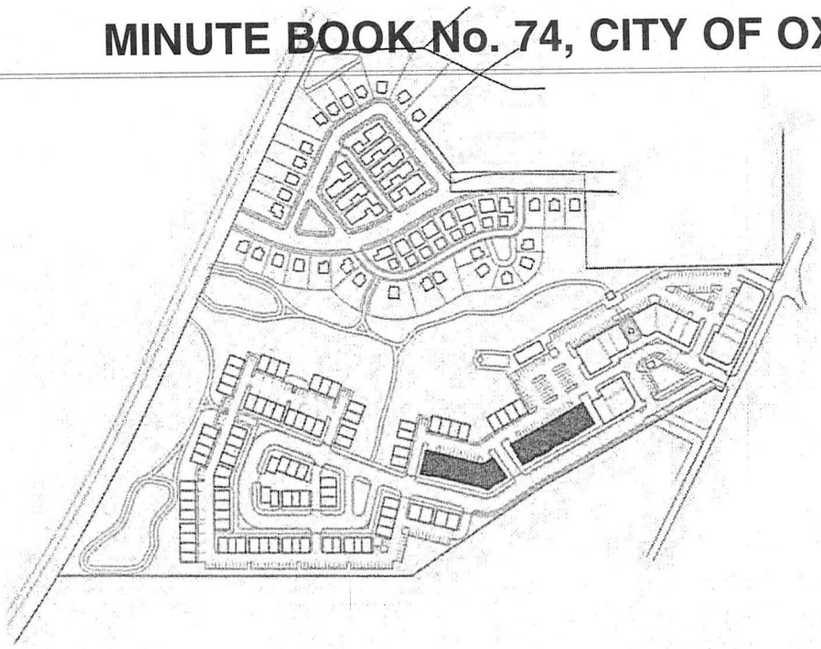
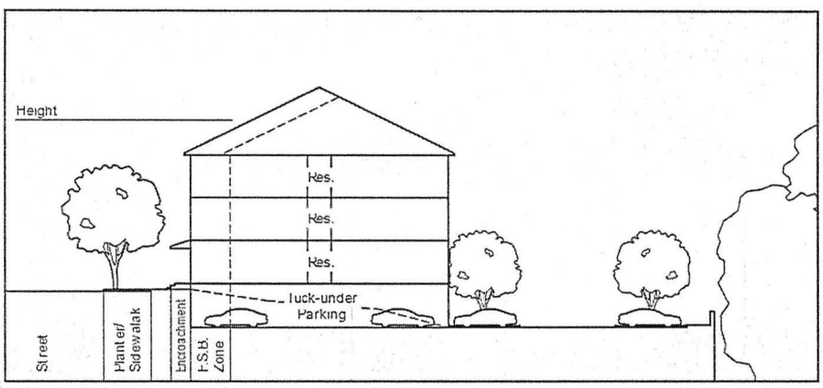
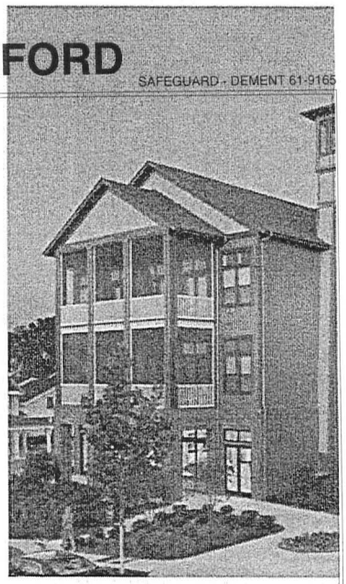
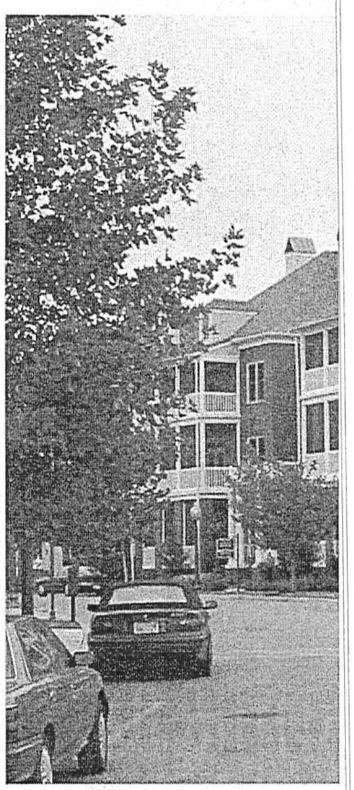


Regulating Plan



p Building Type Diagram





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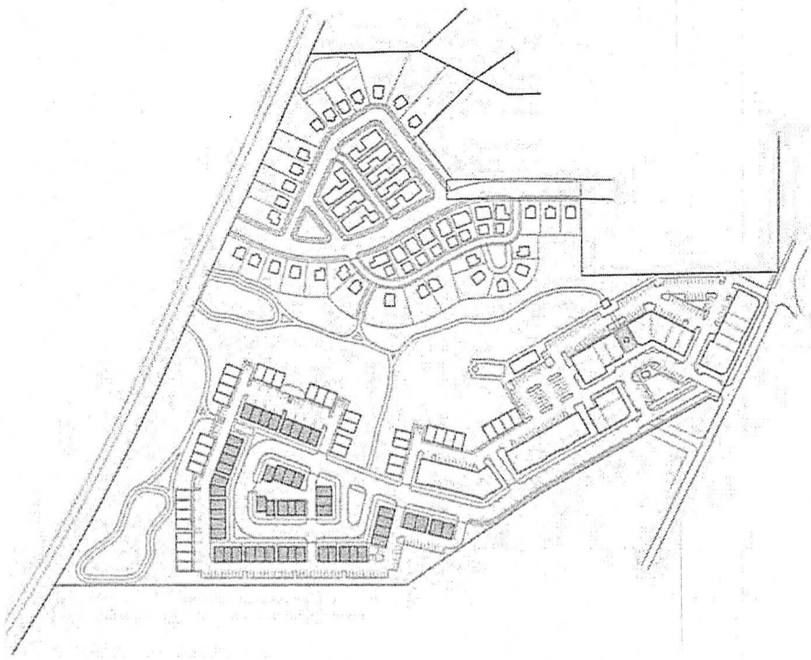

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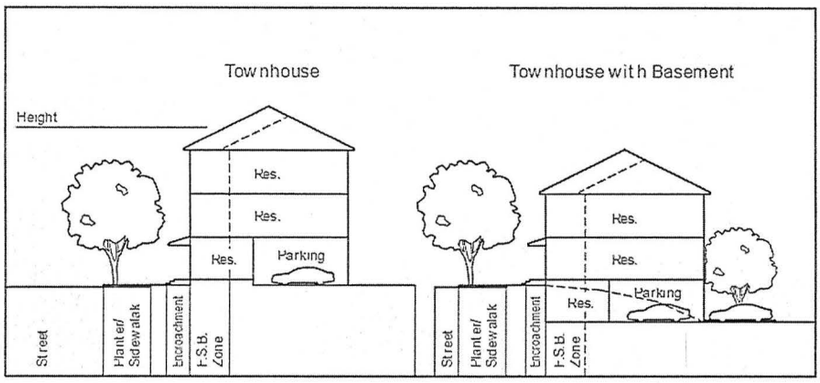

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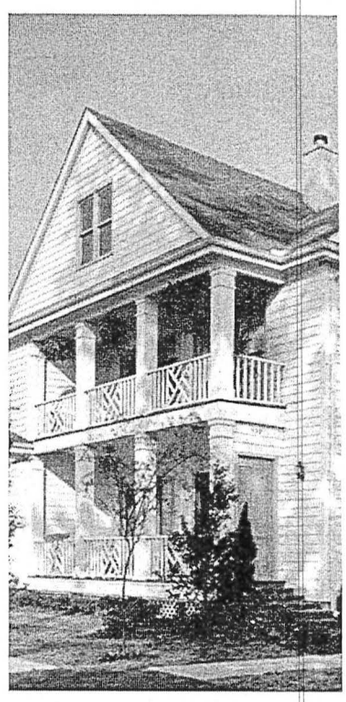

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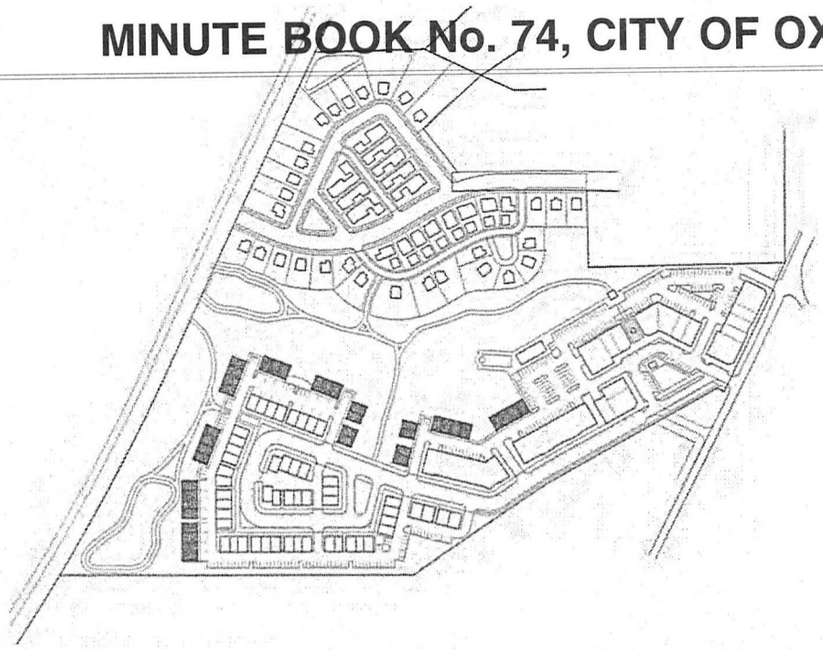

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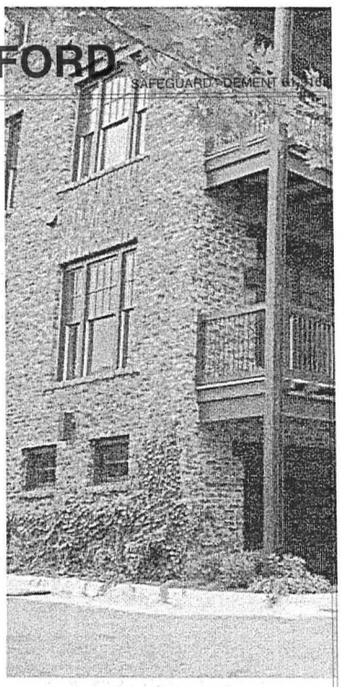

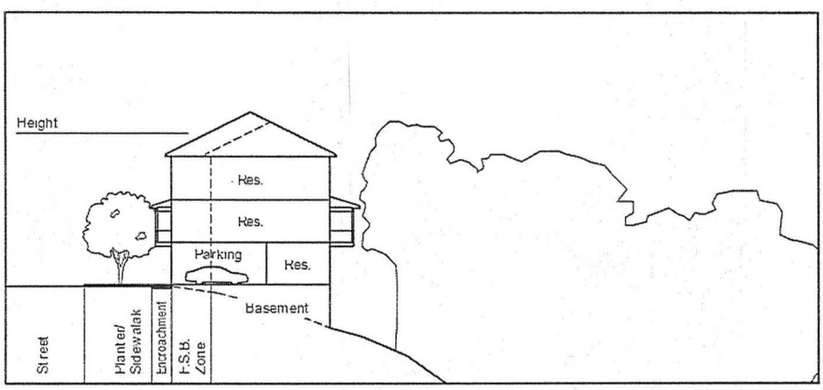

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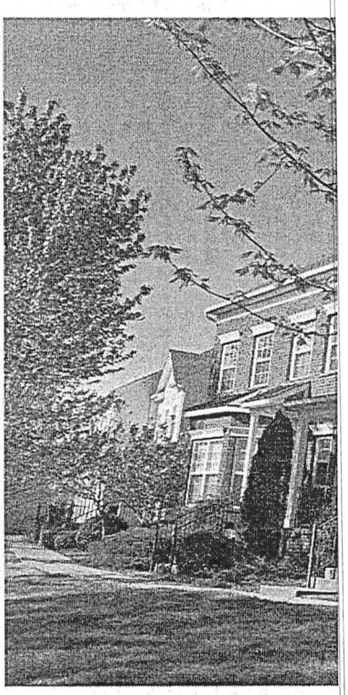

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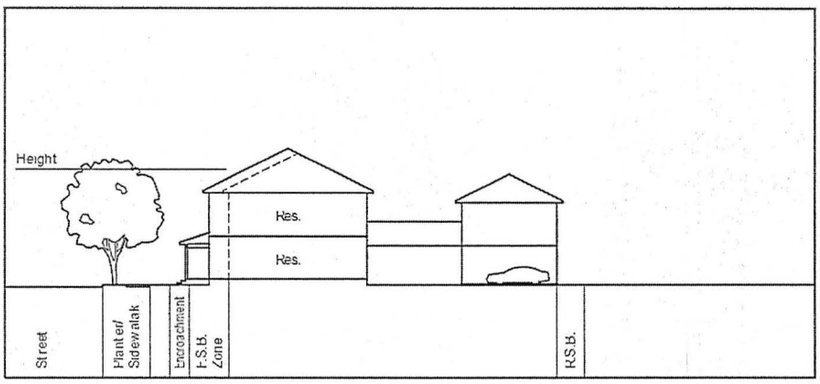

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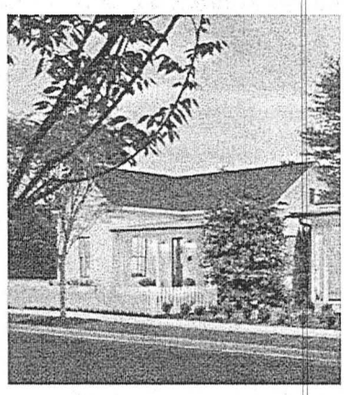

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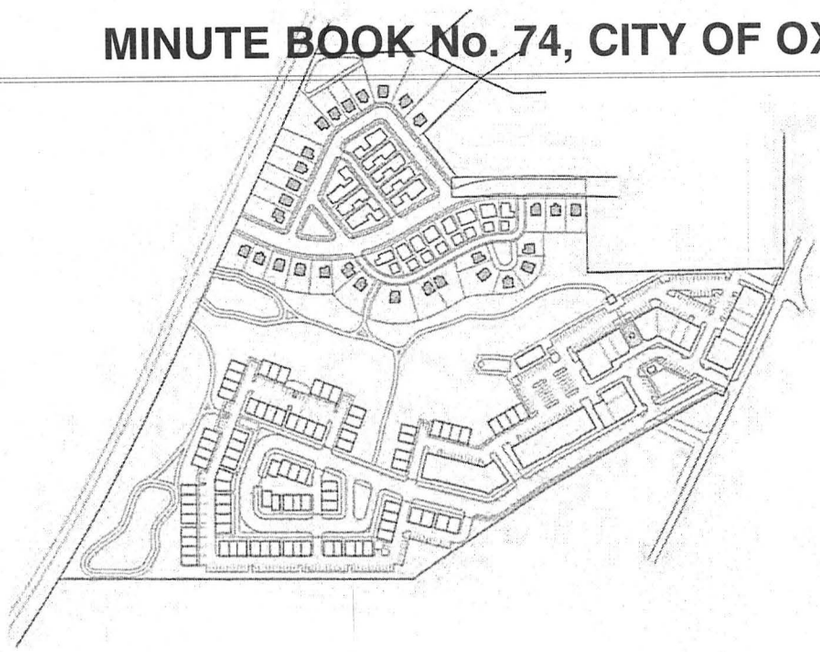

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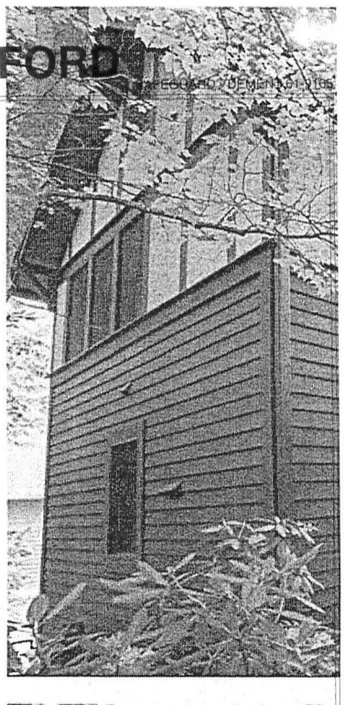

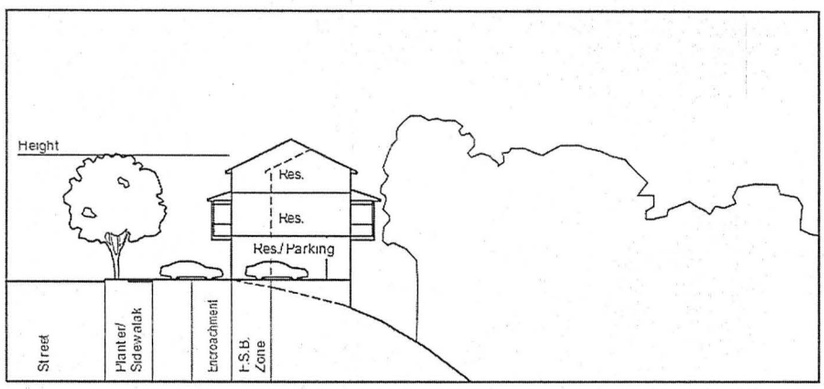

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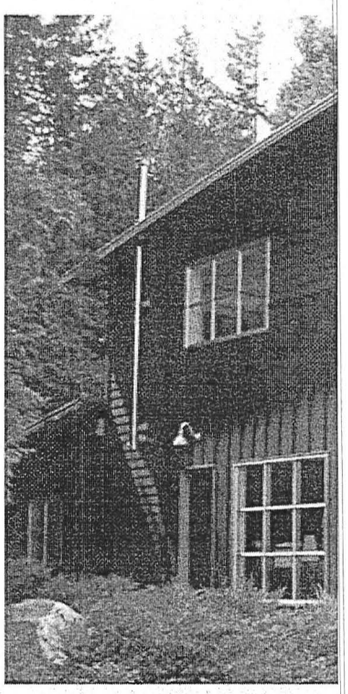

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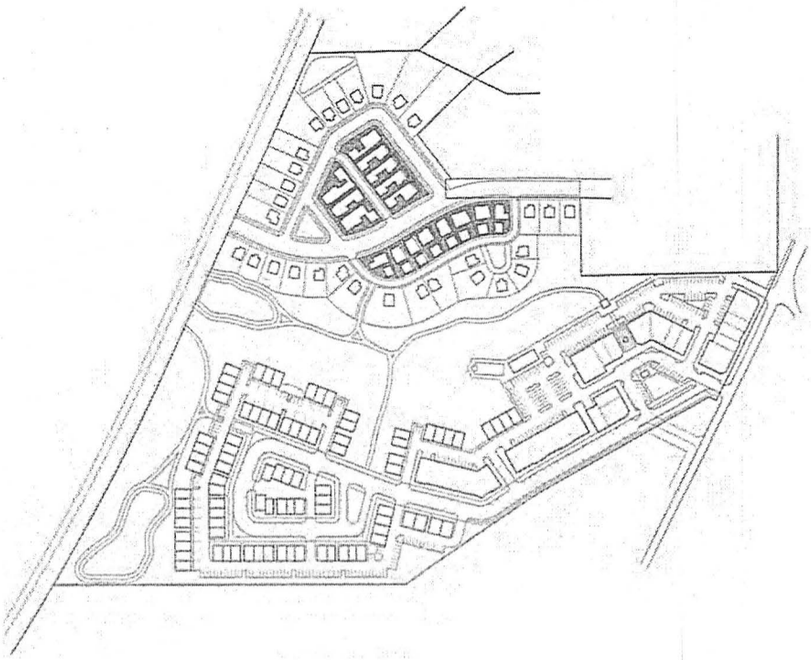

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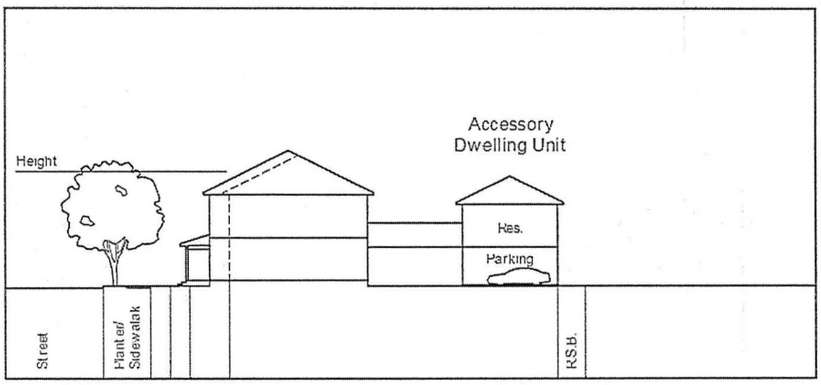

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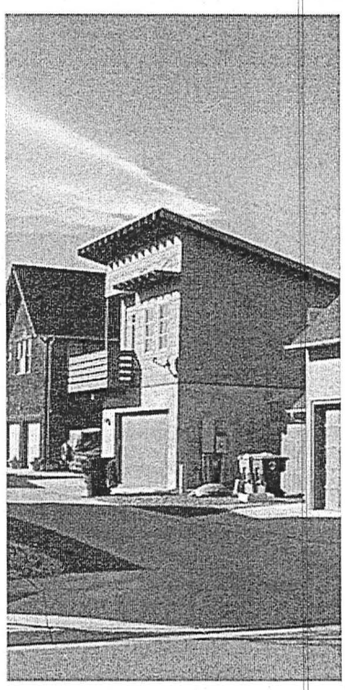

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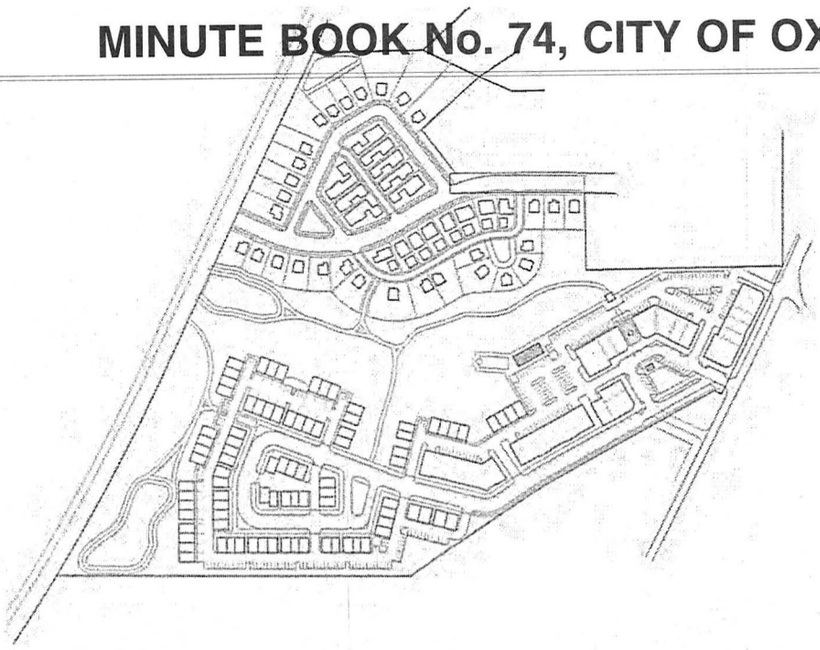

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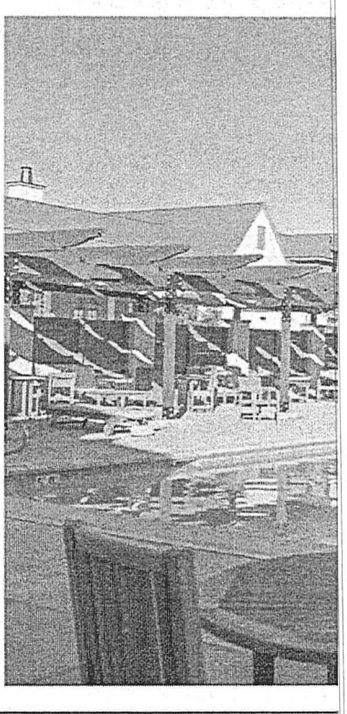

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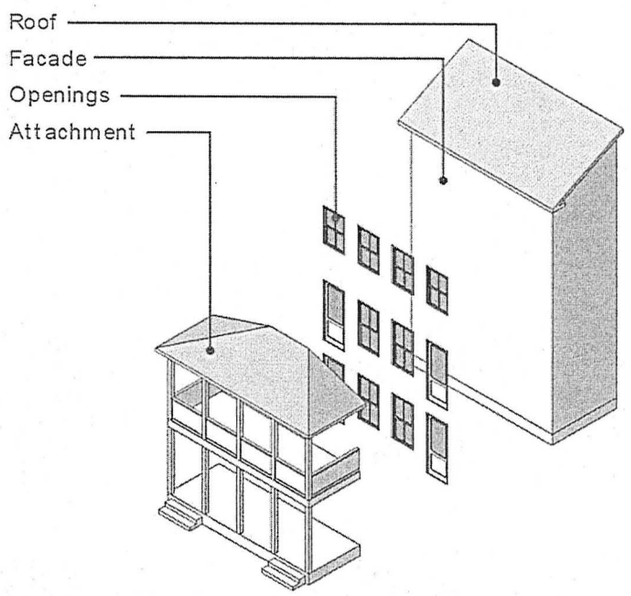
Architectural Standards

Building Elements



Applicability

The following standards apply to building elements that face a street or open space and side elements for a minimum distance of 15 feet from the front façade.

Facades

Presentation at Corners: Buildings located at the intersection of two streets shall address both streets with openings and either attachments or articulation of the facade. For the purposes of this standard an alleys/ lanes/drive aisles are not a street.

Presentation to Frontage: Building facades shall be built parallel to the primary street frontage, if the street frontage is not straight, building facades shall be built tangent to the street frontage.

Multiple Materials: Building walls shall only change primary materials along a horizontal line (with the heavier material below the lighter material), outside corners (where the material wraps the corner 2 ft. min.), or inside corners.

Openings

Primary Entrance: At least or located along the primary str public way shall be defined by

Windows: With the exception shall be square or vertically pr Muntins, if installed, shall be t both sides of the glazing. Sna square or vertically proportior

Shutters: If installed, shutter openings. Shutters that appe pearance of operability includ

Lintels: In masonry applicatic stone, masonry soldier, or ma

Sills: In masonry applications brick rowlock.

Trim: In non-brick application inches in width (nominal).

Garage Doors: Garage doors tural treatment such as a roo For Treehouse types, treatme

Attachments

Arcades: Arcades shall have a ft. min. and a clear height abc grade of 15 ft. min.

Awnings/ Canopies: Awnings/ have a depth of 6 ft. min. and above adjacent grade of 10 ft

Stoops: Stoops shall have a c ft. min.

Porches: Porches shall have a 6 ft. min.

Columns/ Posts: Columns anc tachments shall be no less tha Posts and columns shall gene base, shaft and capital. The b columns, and pedestals shall g with the face of the foundatic below. The outside face of po shall generally align with the f

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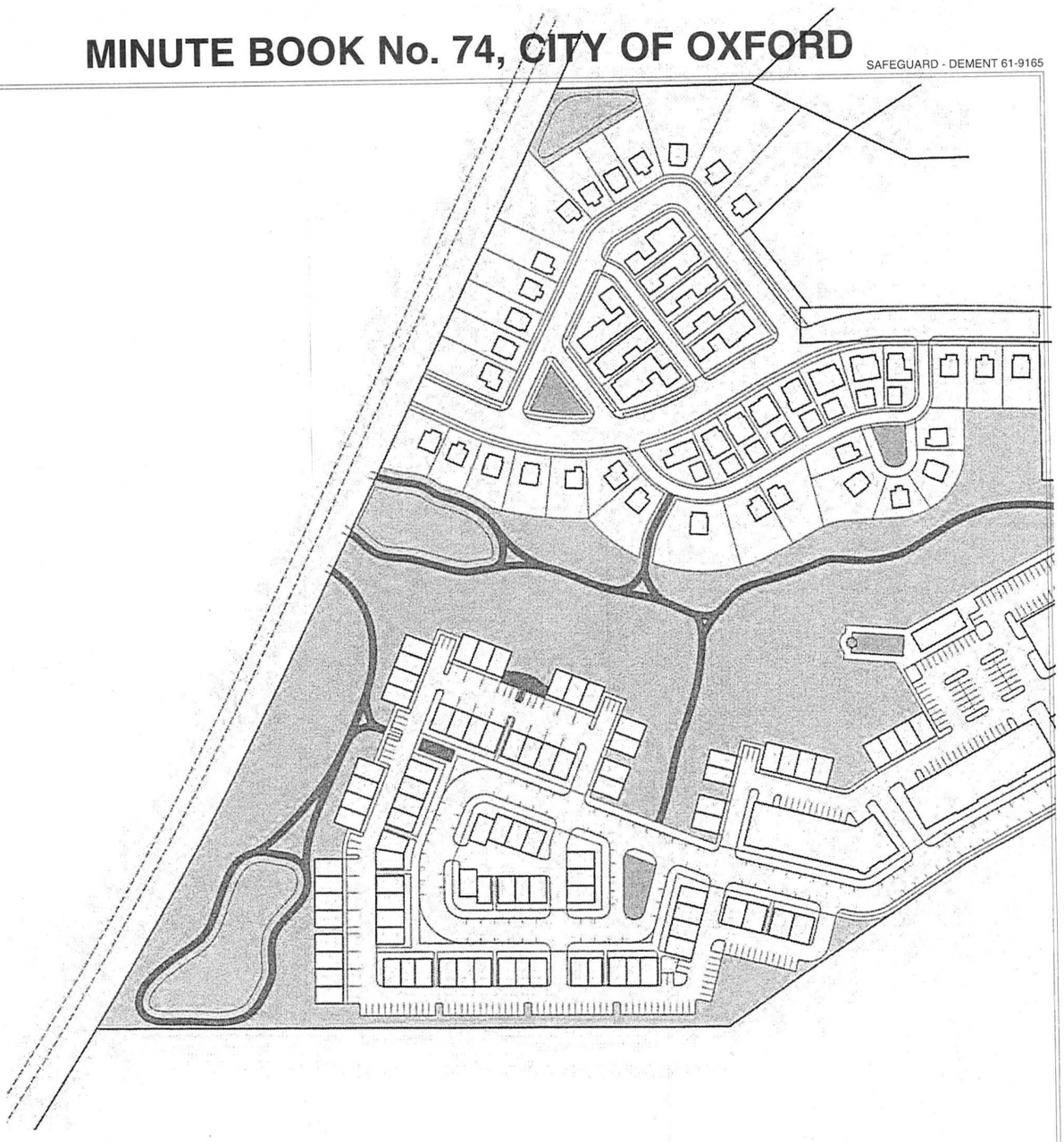

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Open Space Standards

Natural Open Space

A Natural Preserve available for unstructured recreation. A Natural Open Space may be independent of surrounding building frontages. Its landscape shall consist of paths and trails, meadows, water-bodies (including stormwater ponds), woodland and open shelters, all naturalistically disposed. Natural Open Spaces will preserve mature vegetation and natural drainage corridors and patterns.

Minimum Size:	5 acres
Maximum Size:	15 acres
Location:	Preservation Areas
Max % of Overall Open Space:	80%

Square

An Open Space ava
purposes. Design is
on at least two side
includes paved walk
Squares serve as fo
hood.

Minimum Size:
Maximum Size:
Location:
Max % of Overall O

Plaza

An Open Space available for Civic purposes and Commercial activities. Design is formal. The space is surrounded by buildings on a minimum of two sides. It is composed primarily of pavement, and located at the heart of the neighborhood. Trees are optional.

Minimum Size:	5,000 square feet
Maximum Size:	20,000 square feet
Location:	Core
Max % of Overall Open Space:	5%

Green

An Open Space, ava
may be informal. Th
least two sides. It is
cludes paved walks
natural features an
tributed throughout
tions.

Minimum Size:
Maximum Size:
Location:
Max % of Overall O

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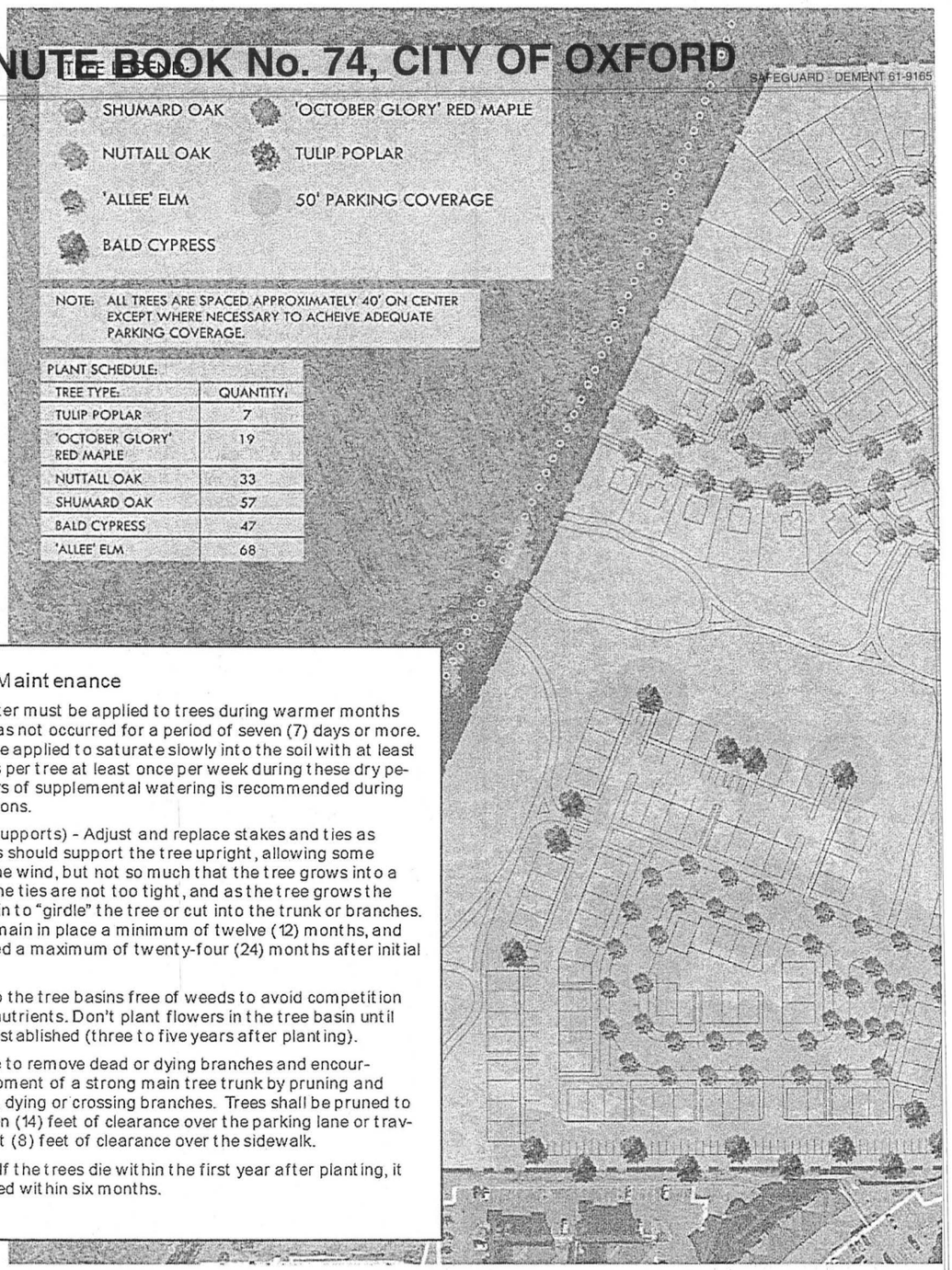

Street Tree Maintenance

Watering - Water must be applied to trees during warmer months when rainfall has not occurred for a period of seven (7) days or more. Water should be applied to saturate slowly into the soil with at least ten (10) gallons per tree at least once per week during these dry periods. Two years of supplemental watering is recommended during drought conditions.

Staking (Tree Supports) - Adjust and replace stakes and ties as needed. Stakes should support the tree upright, allowing some movement in the wind, but not so much that the tree grows into a lean. Be sure the ties are not too tight, and as the tree grows the ties do not begin to "girdle" the tree or cut into the trunk or branches. Stakes shall remain in place a minimum of twelve (12) months, and shall be removed a maximum of twenty-four (24) months after initial planting.

Weeding - Keep the tree basins free of weeds to avoid competition for water and nutrients. Don't plant flowers in the tree basin until trees are fully established (three to five years after planting).

Pruning - Prune to remove dead or dying branches and encourage the development of a strong main tree trunk by pruning and removing dead, dying or crossing branches. Trees shall be pruned to provide fourteen (14) feet of clearance over the parking lane or travelway, and eight (8) feet of clearance over the sidewalk.

Replacement - If the trees die within the first year after planting, it must be replaced within six months.

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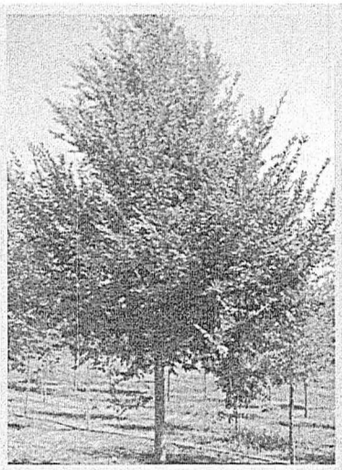
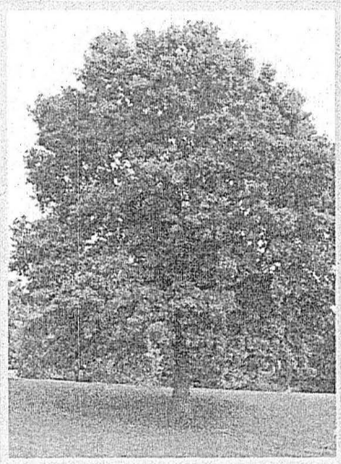
TREE SELECTION & PLANT MATERIAL



Mature Size:
50' tall
35' wide

ALLEE ELM Ulmus parvifolia 'Emer II'

BALD CYPRESS Taxodium dis



Mature Size:
60'-80' tall
35'-50' wide

NUTTALL OAK Quercus nuttallii

RED MAPLE Quercus rubrum

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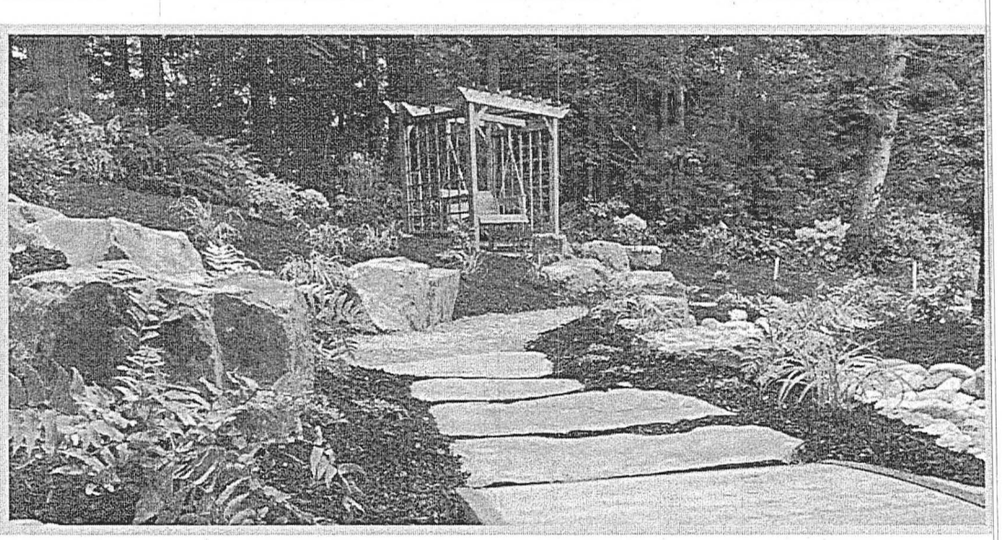
LANDSCAPE CHARACTER IMAGING

TRAILHEAD EXAMPLE No.1

TRAILHEAD EXAMPLE No.2



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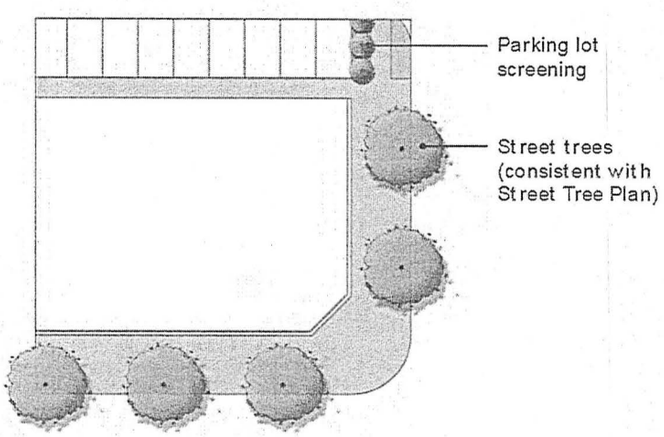
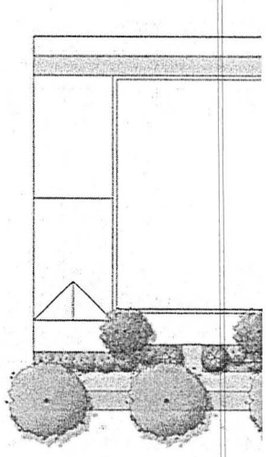
Typical Building Landscaping

Mixed-use/ Commercial



Flats



Laneway Townhouses

Laneway Townhouses are intended to preserve existing mature vegetation along the natural preserved open space.

Single-family

Single-family houses w
scape plans will be sub

Accessory Dwelling Units

Any landscaping for Accessory Dwelling Units will be included in the submittal for the principal house on the lot.

Civic

Landscape plans for C
case basis

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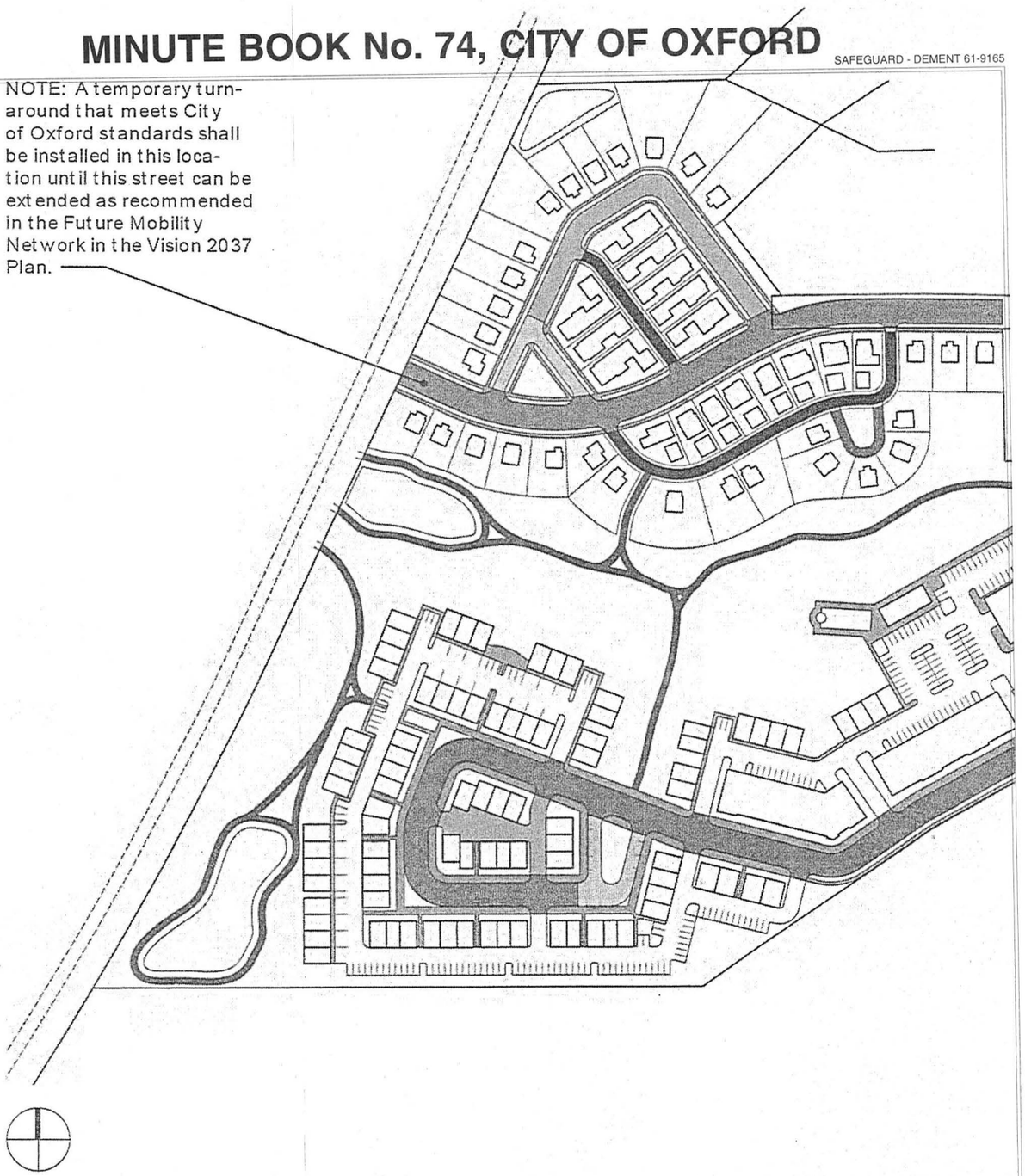

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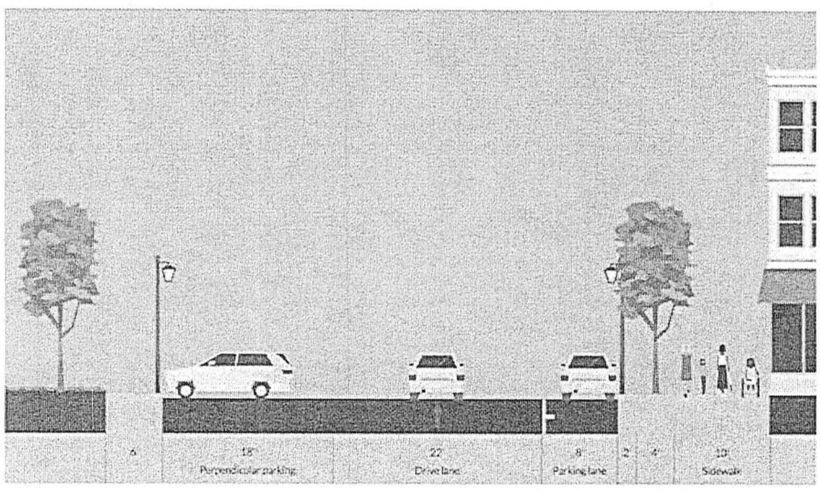
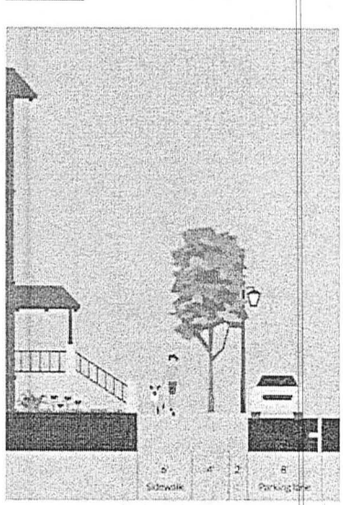
Street Standards

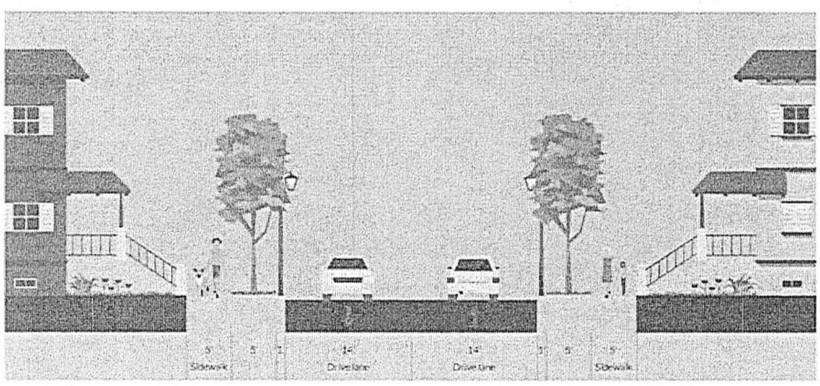
Main Street



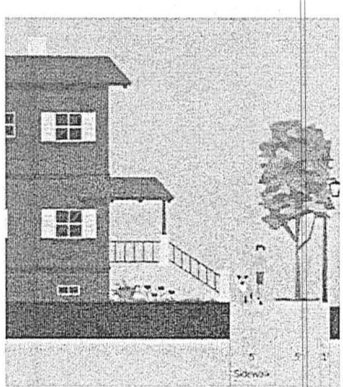
Avenue 1



Local 1



Local 2



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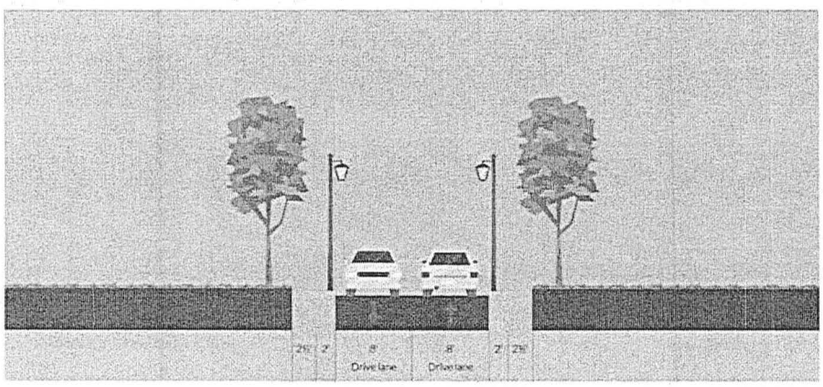
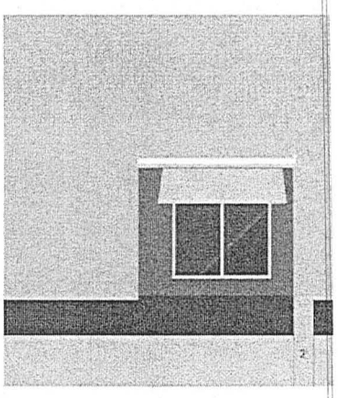
Street Standards

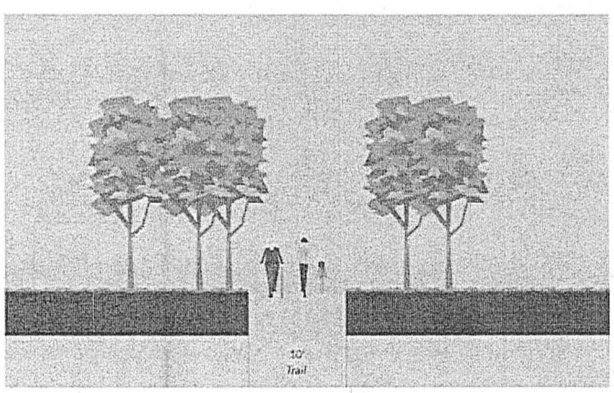
Rear Lane 1

Rear Lane 2





Trail



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Master Regulating Plan • Parking Plan

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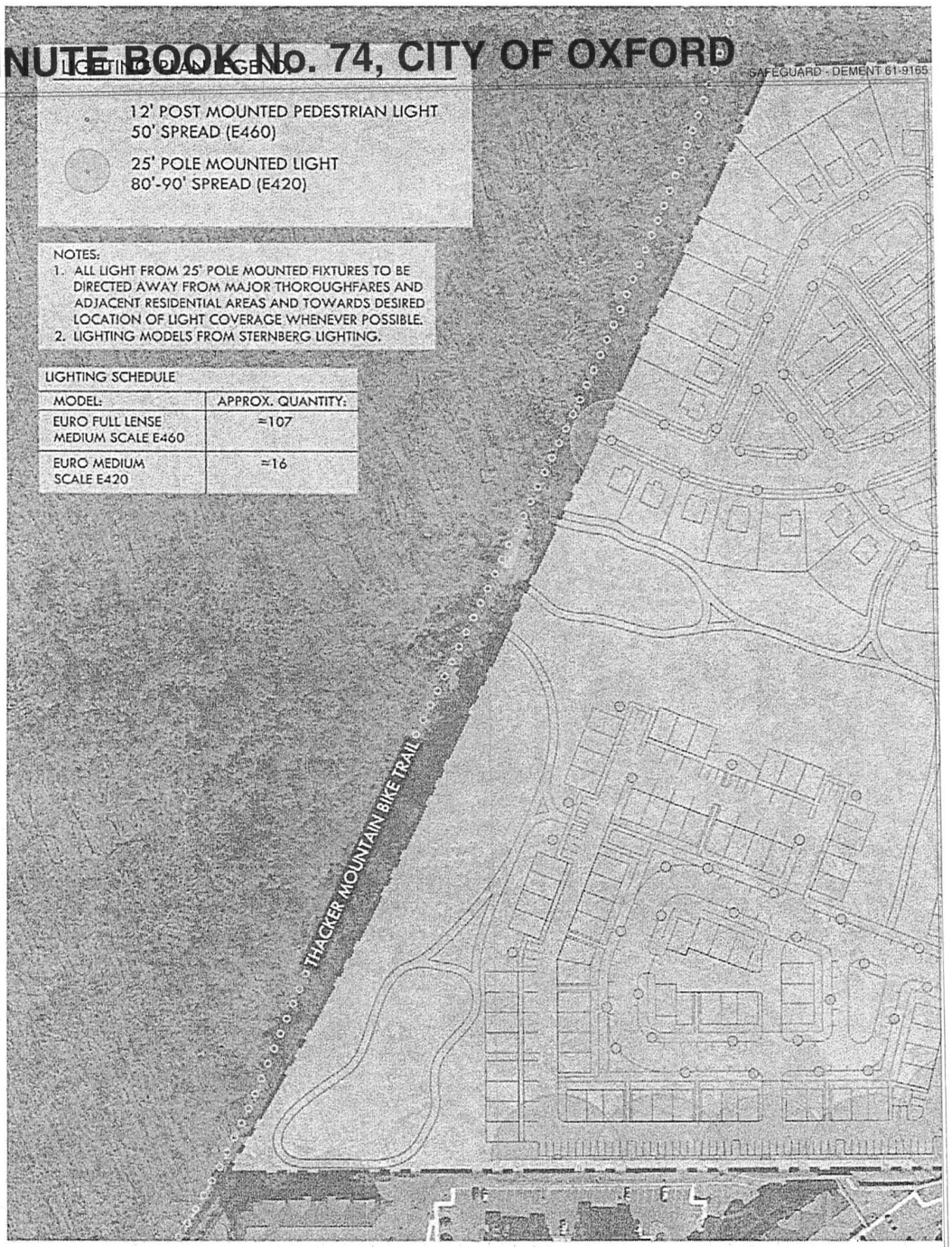

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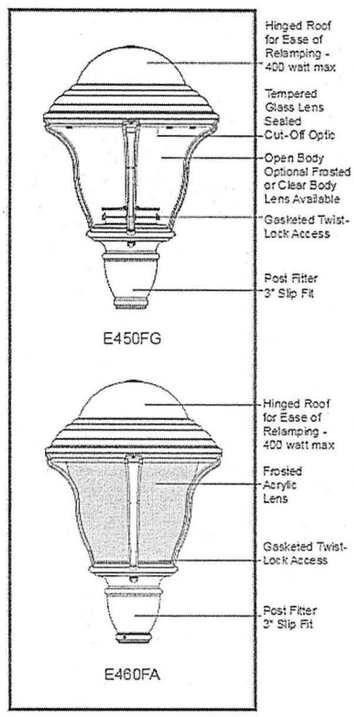
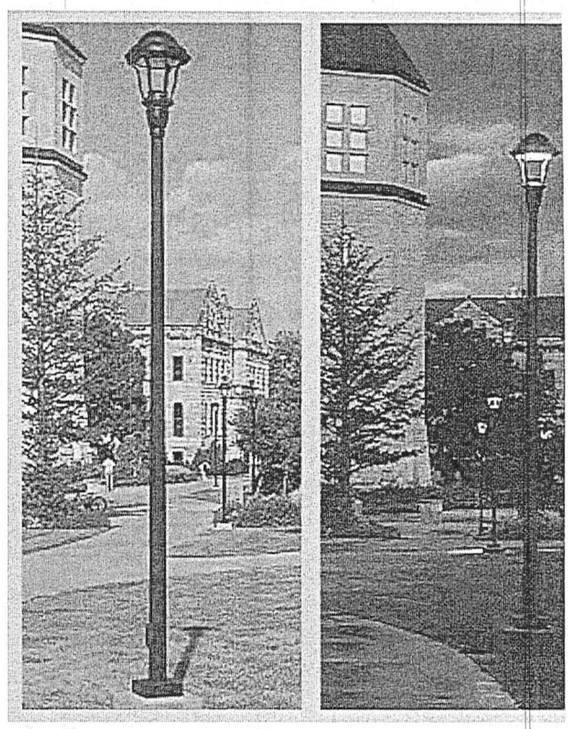
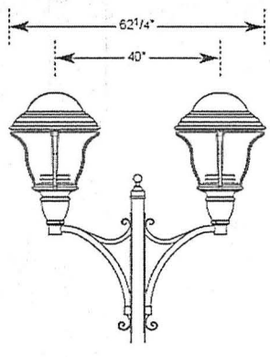
LIGHTING STANDARDS & IMAGERY

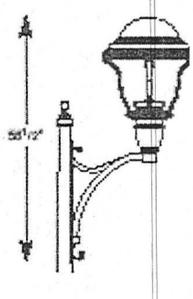
12' POST MOUNTED PEDESTRIAN LIGHT

EURO FULL LENSE MEDIUM SCALE- E460









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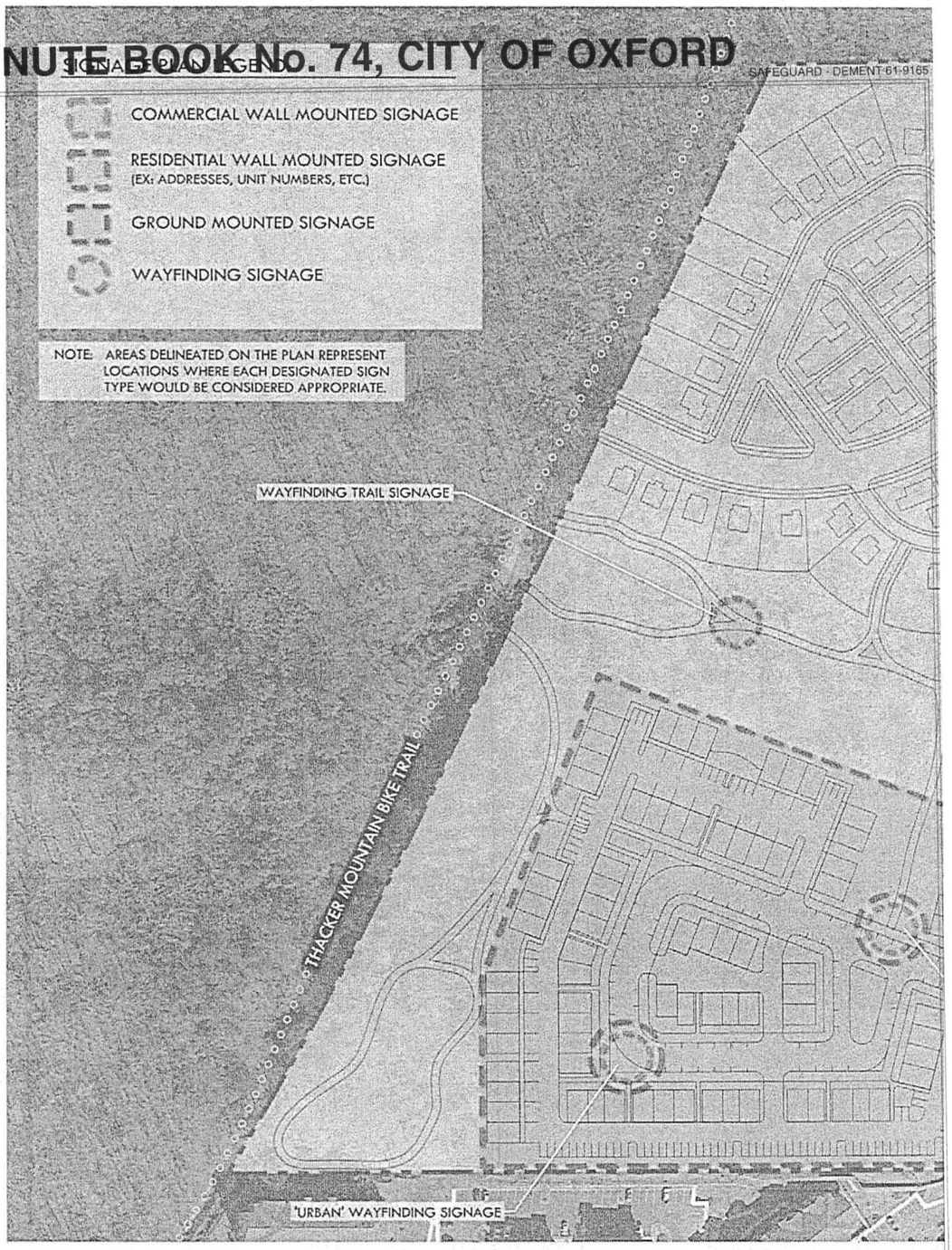
4.14.17, Revised 7.5.17

MINUTE BOOK No. 74, CITY OF OXFORD



Taylor Ridge Traditional Neighborho

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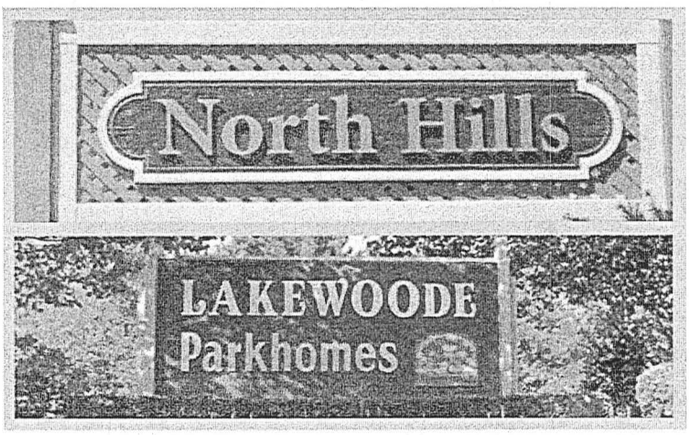
SIGNAGE STANDARDS APPROPRIAT

NEIGHBORHOOD INDICATION SIGN

APPROPRIATE

INAPPROPRIATE



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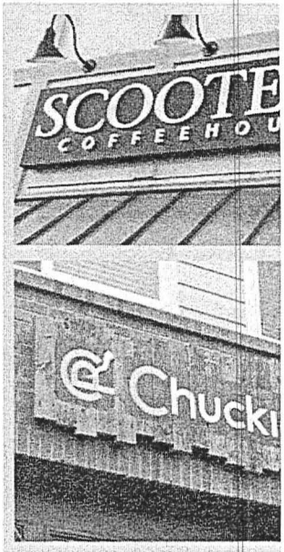

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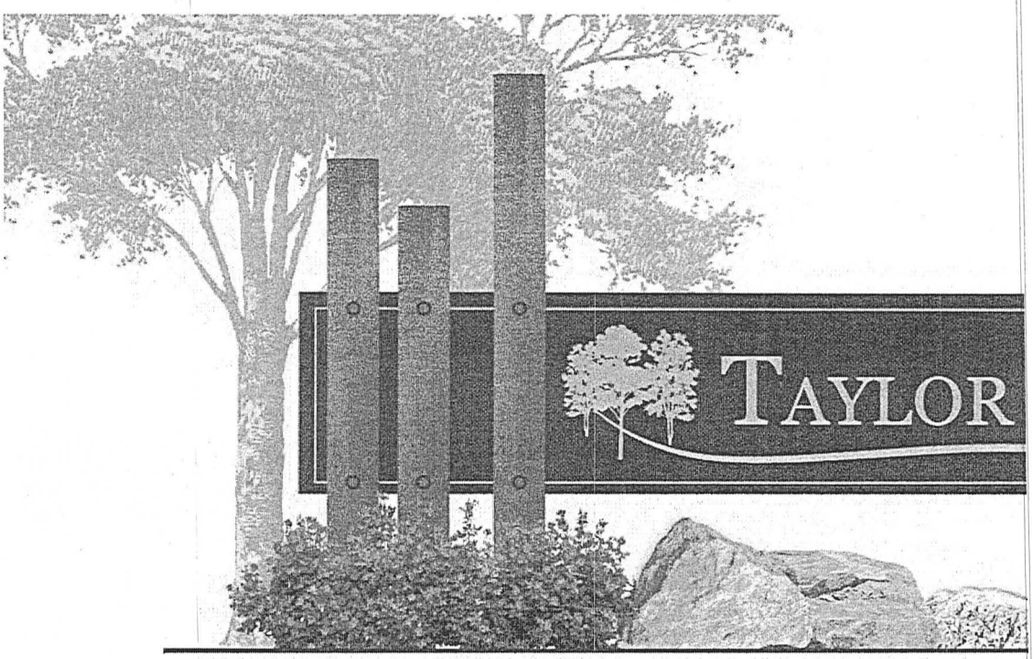
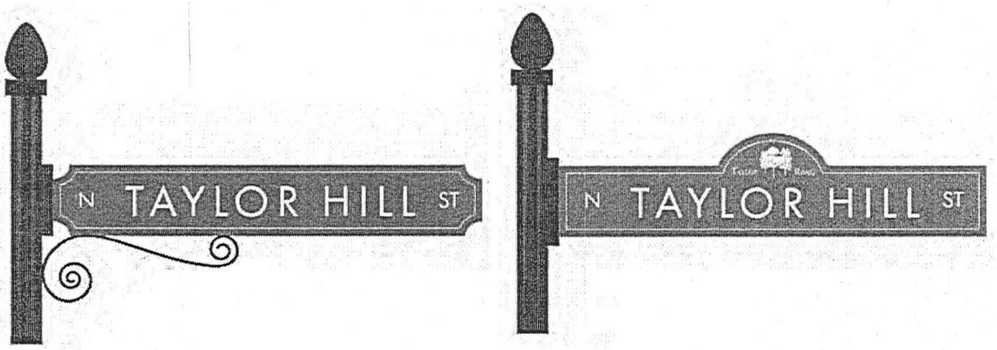
4.14.17, Revised 7.5.17

MONUMENT SIGNAGE & STREET SIG

SAFEGUARD DEMENT 8 10 16

MONUMENT SIGNAGE CONCEPT





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4.14.17, Revised 7.5.17

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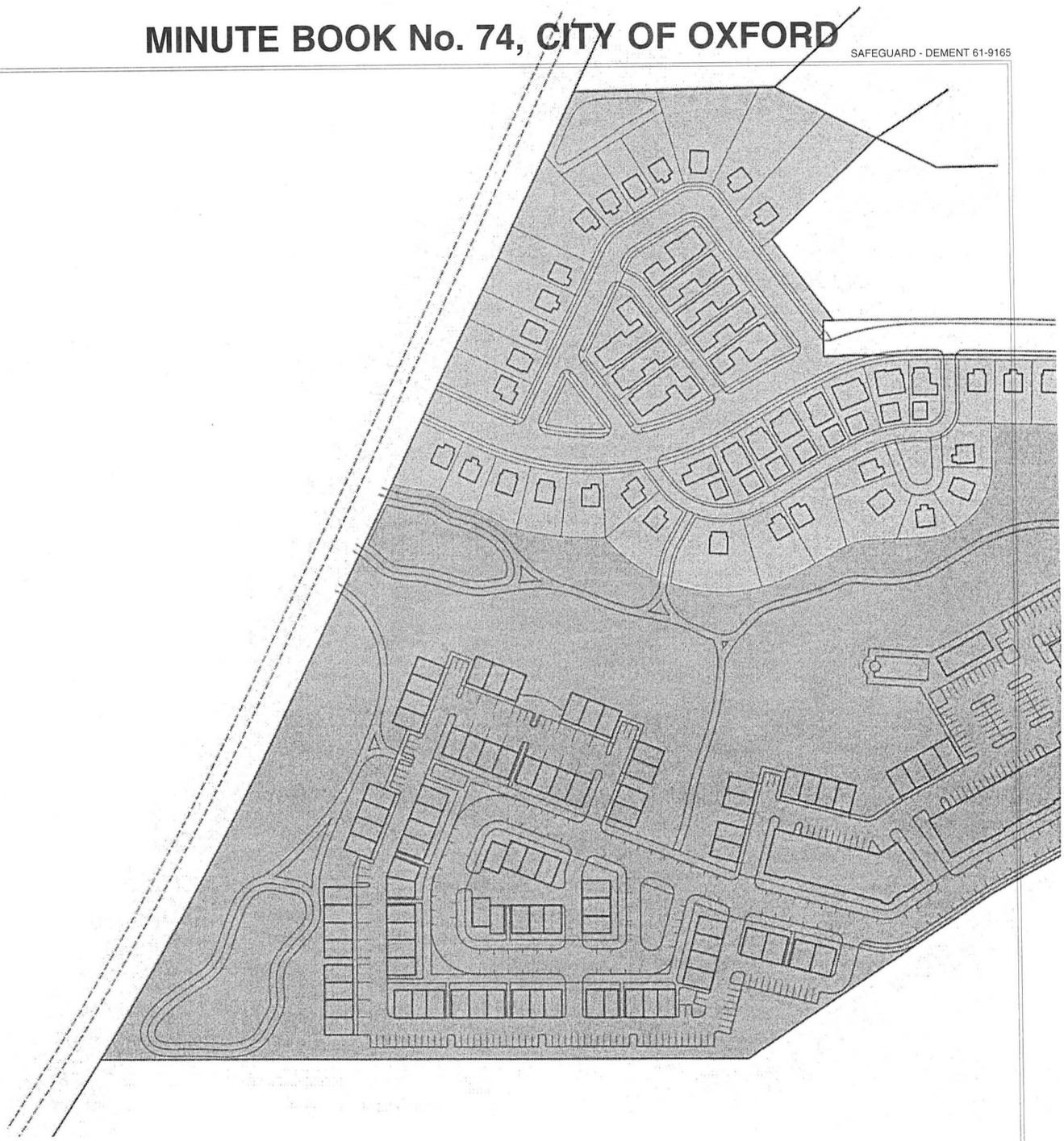

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4.14.17, Revised 7.5.17

SAFEGUARD - DEMENT 61-9165

This set of minutes is continued in book 75.