

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

Ordinance No. 2018-____

**STORMWATER MANAGEMENT ORDINANCE
AN ORDINANCE AMENDING ARTICLE V TO
CHAPTER 98 OF THE CODE OF ORDINANCES OF
CITY OF OXFORD, MISSISSIPPI, REGULATING THE
RUNOFF OR DISCHARGE OF STORMWATER
AND RAINWATER FROM PROPOSED DEVELOPMENTS
WITHIN THE CITY OF OXFORD AND REQUIREMENTS
FOR STORMWATER DETENTION AND RETENTION**

WHEREAS, continued commercial, industrial and residential development of property is desirable and beneficial to the City of Oxford; and,

WHEREAS, adequate drainage of existing developments and future developments is a necessary aim of the City of Oxford; and,

WHEREAS, development of any property for any purpose may affect the adequacy of drainage in surrounding areas; and,

WHEREAS, problems have arisen where development has increased the volume and velocity of stormwater runoff into existing drainage systems and facilities, and thereby taxed the abilities of the drainage systems and facilities to accommodate the increased quantity and rate of stormwater runoff; and,

WHEREAS, these problems have destroyed property, deteriorated existing drainage systems and necessitated private and public outlays of funds to remedy the problems; and,

WHEREAS, a reasonable balance must be struck whereby proposed development is encouraged but is also required to retain or detain stormwater runoff until existing drainage systems can accommodate the runoff; and,

WHEREAS, a stormwater management ordinance has been enacted by other municipalities which can effectuate such a balance; and,

WHEREAS, construction of the stormwater management facility in concert with the development of the site is of key importance to prevent adverse impacts to the adjoining property from increased volume and velocity and is in keeping with the intent and spirit of the stormwater ordinance; and,

WHEREAS, this Ordinance replaces the City of Oxford Ordinances No. 2014-28 that was adopted July 1, 2014, that amended Article V in its entirety; and -former Article V §§ 98-110 - 98-113 that pertained to similar material that was derived from the Code of 1968 §§ 25-38.11 - 25-38.14 and Ordinance No. 2000-6 that was adopted March 7, 2000.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Oxford, Mississippi: available:

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Section 98-110.

PURPOSE - STORMWATER MANAGEMENT ORDINANCE

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The purpose of this ordinance is to protect, maintain, and enhance the public health, safety, environment, and general welfare by establishing minimum requirements and procedures to control the adverse effects of post-development stormwater runoff associated with new development and redevelopment.

This article seeks to meet those purposes through the following objectives:

Establish post-development stormwater management, site planning, and design criteria to protect natural resources from the direct impacts of the land development process, and to preserve and/or restore natural hydrologic conditions on development sites;

Establish design and application criteria for the construction and use of detention facilities that meet the minimum post-development stormwater management standards;

Establish provisions for the long-term responsibility for the operation, inspection, maintenance, and repair of private stormwater management facilities and private commitments for nonstructural stormwater management practices to ensure that they continue to function as designed, are maintained, and pose no threat to public safety or the environment; and

Establish administrative procedures for the submission, review, approval, and disapproval of stormwater management plans, and for the inspection of approved active projects, and long-term compliance; and

The provisions of this ordinance further regulate, guide, and control:

1. The subdivision, development, redevelopment, and any project seeking site plan approval for lands located within the City of Oxford.
2. The construction of buildings and the drainage of the site on which structures are located, including parking and other paved areas.
3. The design, construction, and maintenance of stormwater management facilities.
4. Any development located outside the city limits, but which seeks water and/or sewer service(s) to be provided by the City of Oxford.

Section 98-111.

DEFINITIONS

For this chapter, the words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context indicates a different meaning:

1. Applicant means a person submitting a post-development stormwater management plan for approval.
2. Channel means a natural or artificial watercourse with a definite bed and banks that conduct continuously or periodically flowing water.
3. Conservation area means an open space or green space on the owner's land by limiting the amount and type of development that can take place, but continues to leave the remainder of the fee interest in private ownership with restrictions filed and enforceable by interested parties

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4. Detention basin or dry pond is an area where excess stormwater runoff is stored or held temporarily, whose outlets have been designed to detain stormwater runoff and release it at a controlled rate. A detention basin may also take the form of an underground basin such as pipes or chambers.
5. Detention means the temporary storage of stormwater runoff in a stormwater management facility to control the peak discharge and releasing of stored water at controlled rates.
6. Developer means any person engaging in developing or improving a lot or group of lots, placing structures thereon for use or occupancy, or other land development activities.
7. Development means any human-made change to improve or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, grading, paving, excavation, drilling operation, or other land development project.
8. District means any zoning or historical areas established by the City of Oxford.
9. Drainage easement means an easement appurtenant or attached to a tract or parcel of land allowing the owner of adjacent tracts or other persons to discharge stormwater runoff onto the tract or parcel of land subject to the drainage easement.
10. Flood (Base Flood) means the computed elevation to which floodwater is anticipated to rise during the 100-year flood. Base flood elevations (BFEs) are shown on Flood Insurance Rate Maps (FIRMs) and the flood profiles. The BFE is the regulatory requirement for the elevation or floodproofing of structures.
11. Flood Fringe means the area between the floodway boundary and limit of the 100-year flood.
12. Flooding means a volume of water that is too great to be confined within the banks or walls of a conveyance, pipes of conveyance, or stream channel and overflows onto adjacent lands.
13. Floodplain means the land area adjoining a river, stream, watercourse, or lake that has been or may be covered by floodwater.
14. Floodway (Regulatory) means the channel of a river or other watercourse and the adjacent land areas that must be reserved to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.
15. Grading means altering ground surfaces to specified elevations, dimensions, and slopes; this includes, but is not limited to, stripping, cutting, filling, stockpiling and shaping or any combination thereof and includes the land in its cut or filled condition.
16. Green space means an area of grass, trees, and other vegetation with no impervious surfaces, set apart for recreational or aesthetic purposes in an otherwise urban environment.
17. Impervious cover means a surface composed of any material that significantly impedes or prevents the natural percolation of water into the soil, which includes, but is not limited to, rooftops, buildings, streets and roads, and standard concrete or asphalt surface.
18. Inspection and maintenance agreement means a written agreement providing for the long-term inspection and maintenance of stormwater management facilities and practices on a site or with respect to a land development project that when properly recorded in the deed records of Chancery Clerk, constitutes a restriction on the title to a site or other land involved in a land development project. It is the intent of the City of Oxford that inspection

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- and maintenance agreements shall become part of the covenants or other official documents that allow enforcement by interested parties.
19. Jurisdictional wetland means an area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation, as determined by the U.S. Army Corps of Engineers.
 20. Land development activities mean those actions or activities that comprise, facilitate, or result in land development.
 21. Land development project means a discrete land development undertaking.
 22. Land disturbance for purposes of this article, means any grading, filling, draining, excavating, ditching or other earthmoving operation which could result in damage to adjacent lands, public or private, from erosion to it or siltation thereof shall be deemed land-disturbance activity. The cutting of trees (i.e., silviculture) that does not create or aggravate erosion shall not be deemed land-disturbance.
 23. Land disturbance permit means a permit issued by the City of Oxford for the construction or alteration of the ground.
 24. Low impact design (LID) means an engineered system that strengthens and mimics natural hydrologic functions and processes using plants and soil to slow, filter, evapotranspire, and infiltrate stormwater runoff close to its source; or the capture and reuse of stormwater runoff.
 25. Natural Condition means the natural vegetative cover of the land as it would have existed before any form of development. For this article, the natural vegetative cover is defined as a combination of 50 percent woods and 50 percent grass in good condition.
 26. New development means a land development activity on a previously undeveloped site.
 27. Nonstructural stormwater management practice means any natural or planted vegetation or other nonstructural component of the stormwater management plan that provides for or enhances stormwater quantity and/or quality control or other stormwater management benefits and includes, but is not limited to, riparian buffers, open and green space areas, overland flow filtration areas, natural depressions, and vegetated channels.
 28. Off-site facility means a stormwater management facility located outside the boundaries of the site (e.g., regional facility).
 29. On-site facility means a stormwater management facility located within the boundaries of the site.
 30. Overbank flood protection means measures taken to prevent an increase in the frequency and magnitude of out-of-bank flooding (i.e., flow events that exceed the capacity of the channel and enter the floodplain), and that are intended to protect downstream properties from flooding up to the 25-year frequency storm events.
 31. Owner means the legal or beneficial owner of a site, including but not limited to, a mortgage or vendee in possession, receiver, executor, trustee, lessee, or other person, firm or corporation in control of the site.
 32. Permit means any permit issued by the City of Oxford to the applicant that is required for undertaking any land development activity.

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33. Person means, except to the extent exempted from this article, any individual, partnership, firm, association, joint venture, public or Private Corporation, trust, estate, commission, board, public or private institution, utility, cooperative, city, county or other political subdivision of the state, any interstate body, or any other legal entity.
34. Post-development refers to the period, or the conditions that may reasonably be expected or anticipated to exist, after completion of the land development activity on a site as the context may require.
35. Pre-development refers to the period or the natural conditions that existed, on a site before the commencement of a land development project and at the time that plans for the land development of a site are approved by the City of Oxford. Where phased development or plan approval occurs, which includes but is not limited to demolition, preliminary grading, roads, and utilities, the conditions at the time before issuance of the first project-related approval or permit shall represent pre-developed conditions.
36. Project means the proposed development.
37. $Q_{(year)}$ means the peak rate of discharge (peak flow) for a given recurrence storm event.
38. Redevelopment means a land development project or addition on a previously developed site.
39. Regional facility means an off-site stormwater management facilities designed to control stormwater runoff from multiple properties, where the owners or developers of the individual properties may assist in the financing of the facility, and the requirement for site-specific on-site controls may be either eliminated or reduced.
40. Responsible party means the owner or owner's agent.
41. Retention basin or wet pond is a basin that is designed to maintain a static pool of water and have additional storage to detain excess stormwater runoff. The retention basin has outlets to release the excess stormwater runoff at a controlled rate.
42. Runoff means the flow of surface water resulting from precipitation.
43. Runoff reduction means the interception, evapotranspiration, infiltration, or capture and reuse of stormwater runoff.
44. Site means the parcel of land being developed, or the portion thereof, on which the land development project is located.
45. Stormwater management means the collection, retention, detention, conveyance, storage, treatment, and disposal of stormwater runoff in a manner intended to prevent increased flooding, streambank channel erosion, habitat degradation, and water quality degradation, and to enhance and promote the public health, safety, and general welfare.
46. Stormwater management facility means any infrastructure that controls or conveys stormwater runoff.
47. Stormwater management plan means the document describing how existing runoff characteristics will be affected by a land development project and containing measures for complying with the provisions of this article. It is a written narrative containing engineering drawing depicting how and where stormwater management facilities will be installed on the site, modeling and runoff calculations results, and inspection and maintenance agreement.

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Section 98-112. **APPLICABILITY**

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A. Development and Redevelopment.

The standards found in this article apply to any new development or redevelopment site that meets one or more of the following:

1. Any development which requires a Site Plan Review according to the City of Oxford's Land Development Code; or
2. New development that involves the creation of any impervious cover greater than 2000 square feet; or
3. New development that involves land development activities of one disturbed acre or more; or
4. Redevelopment that involves land development activity of one disturbed acre or more; or
5. Redevelopment that includes the addition or creation of 500 square feet or more of impervious cover.

B. Exemptions.

The City Engineer, in conjunction with the Planning Director, may exempt from any requirements of this article any minor project(s), that in the engineer's professional judgment, an exemption would be in the best interest of the City of Oxford. Examples of minor work include but are not limited to:

1. Installations or modifications to existing structures to accommodate Americans with Disability Act (ADA) requirements, including but not limited to elevator shafts, handicapped access ramps and parking, and enlarged entrances or exits;
2. Installation of hardscape less than 2,000 square feet, such as uncovered parking, pedestrian, or patio areas, which utilize pervious pavement or other appropriate infiltration techniques; and
3. Construction of a new driveway or the replacement of an existing driveway to access a single-family residential development.

Section 98-113. **DESIGNATION OF ORDINANCE ADMINISTRATOR.**

The City Engineer or his/her designee is hereby appointed to administer and implement the provisions of this article.

Section 98-114. **COMPATABILITY WITH OTHER REGULATIONS.**

A. Compatibility with other regulations.

1. The requirements of this article are in addition to the requirements of any other ordinance, rule, regulation, or other provision of law. Where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation, or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

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2. During any permitted construction activity, erosion, and sedimentation control best management practices, as outlined in Article IV of Chapter 98, shall be implemented to prevent the migration of any sediment into any perennial streams, intermittent streams, stream buffer, waters of the state, and other public or private properties.

Section 98-115. MINIMUM REQUIREMENTS

For all development and redevelopment activities, including single-family residential and those which are otherwise exempt from this article, the following minimum requirements shall apply:

1. Lots and buildings shall be developed in a manner to ensure that stormwater exiting individual parcels or lots under post-developed conditions approximates the same discharge points as the pre-developed condition, does not adversely impact the adjacent parcels or lots as a result of concentrated flows, flooding, erosion, or deposits of silt or sediment;
2. The stormwater discharge from a downspout, cistern, or any water collection device shall be located a distance of no less than ten (10) feet from common property line and oriented, so the direction of concentrated flow is not toward the adjacent property line;
3. For properties located within areas having set back limits less than ten (10) feet or zero lot lines, the direction of concentrated flow is not toward the adjacent property;
4. Discharge from any downspout exiting the lots and buildings must be dissipated, infiltrated, or diverted such that flows will not be concentrated; and
5. No person shall erect, construct, or otherwise permit any obstruction that prevents the natural or contained flow of water to any component of a stormwater system unless such obstruction is allowed as part of a permit approved under this article.

Section 98-116. PROCEDURES AND REQUIREMENTS

A. Procedures and requirements.

1. Plans consistent with the requirements of this ordinance shall be reviewed as part of the development or site plan.
2. Upon completion of the project, the applicant or responsible party shall submit the stormwater engineer's certification and as-built plan as required by section 98-121(B) of this article. If the as-built differs substantially from the approved plan but is still acceptable to the City of Oxford, then the applicant or responsible party shall update all pertinent submittals and the recorded inspection and maintenance agreement upon approval of the City of Oxford.

Section 98-117. SUBMITTAL REQUIREMENTS

- A. The stormwater management plan shall detail how post-development stormwater runoff or discharge will be controlled or managed and how the proposed project will meet the requirements of this article, including the performance criteria outlined in section 98-118 of this article.

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- ~~B. This plan shall be by the criteria established in this section and must be submitted with the~~ stamp and signature of a professional engineer (PE) licensed in the State of Mississippi, who must verify that the design of all stormwater management facilities and practices meet the submittal requirements and criteria in this article. Plans and studies shall be in a format that itemizes each of the requirements in section 98-117(C) of this article, including performance criteria outlined in section 98-118 and minimum requirements in section 98-115 of this article.
- C. The stormwater management plan must ensure that the requirements and criteria in this article are met and that opportunities are being taken to minimize adverse post-development stormwater runoff impacts from the development. The plan shall consist of maps, narrative, and support design calculations (hydrologic and hydraulic) for the proposed stormwater management facility. The plan shall include all of the applicable design requirements; this includes but is, not limited to, the following:
1. Common address and legal description of site or property;
 2. Vicinity map;
 3. Existing conditions and proposed site plans, which illustrate at a minimum:
 - a. Existing and proposed topography;
 - b. Perennial and intermittent streams and/or other surface water features;
 - c. Location of any protected ecologic areas and wetlands;
 - d. Location of existing stormwater conveyances and control facilities;
 - e. FEMA Flood Insurance Rate Map flood zone designations, flood zone boundaries, and if applicable base flood elevations;
 - f. Mapping of the predominant soil types;
 - g. Boundaries of existing predominant vegetation and proposed limits of clearing and grading; and
 - h. Location of existing and proposed roads, buildings, parking areas, and other impervious surfaces.
 4. Hydrologic analysis. Hydrologic analysis of the development for stormwater runoff rates, volumes, and velocities shall be conducted and include:
 - a. A topographic map of the pre-developed and post-developed site conditions with the basin boundaries indicated;
 - b. Acreage, soil types and land cover of areas for each sub-basin that is part of the development and hydrologic analysis;
 - c. Analysis of runoff from off-site areas upstream of the development that flow onto or enter it;
 - d. The direction of flow and locations where flow exits from the site;
 - e. Calculations for determining the runoff volume for each sub-basin for the development project to meet the post-development stormwater management performance criteria in section 98-118 (A) of this article;
 - f. The location and boundaries of proposed protected natural feature and conservation areas;

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- g. Documentation and calculations for any applicable site design credits that are being utilized;
 - h. Methodologies, assumptions, site parameters, and supporting design calculations used in analyzing the site hydrology; and
 - i. The name of the modeling software used for the hydrologic analysis and a copy of the model file.
5. Stormwater management facility. The description, scaled drawings and design calculations for the proposed post-development stormwater management facility, which shall include:
- a. A map and/or drawing of the stormwater management facilities, including the location of nonstructural site design features and the placement of existing and proposed stormwater controls, including design water surface elevations, storage volumes available from zero to maximum head, location of inlet and outlets, location of bypass and discharge systems, and all orifice/restrictor sizes;
 - b. A narrative describing how the selected stormwater controls will be appropriate and effective;
 - c. Cross-section and profile drawings and design details for each of the stormwater controls in the system, including supporting calculations to show that the facility is designed according to the applicable design criteria;
 - d. Hydrologic and hydraulic analysis of the stormwater management facility for all applicable design storms (including stage-storage or outlet rating curves, and inflow and outflow hydrographs);
 - e. Documentation and supporting calculations to show that the stormwater management facility adequately meets the post-development stormwater management performance criteria in section 98-118 of this article; and
 - f. Drawings, design calculations, elevations and hydraulic grade lines for all existing and proposed stormwater conveyance elements including stormwater drains, pipes, culverts, catch basins, channels, swales and areas of overland flow.
6. Infiltration rates. Infiltration testing is required when the stormwater management system includes design elements that require accounting for infiltration. The design must be backed by site-specific testing. For mass graded sites, infiltration testing will be conducted after the completion of grading. Infiltration testing results shall be included as part of the stormwater management plan. Infiltration testing method(s) shall be approved by the City Engineer before testing.
7. Depth of groundwater. At least one soil boring is required at the location of each storage basin. An addition soil boring will be taken at the location of any storage basin that has an area greater than 1000 square feet. The boring will be logged and the boring log included as part of the stormwater management plan. The boring will be advanced to a depth of at least five (5) below the lowest elevation point of the storage basin. The borehole will be left open for 24 hours, and at the end of the period, if water is present, the depth to water will be measured and noted on the boring log.

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8. For a residential subdivision of land or planned residential development, post-development runoff volumes, rates, and velocities shall be calculated based on the built out conditions of the entire parcel to be subdivided, regardless of future ownership of individual lots. Estimates of impervious surfaces of lots shall be made using the runoff curve numbers for residential districts by average lot size, rounded down to the next smallest lot size, given in USDA Technical Release 55 (Cronshey, McCuen, Miller, Rawls, Robbins, and Woodward (June 1986). Urban Hydrology for Small Watersheds - Technical Release 55 (TR-55) (2nd Ed.). Washington, D.C.: U.S. Dept. of Agriculture, Soil Conservation Service, Conservation Engineering Division).
 9. Landscaping. Stormwater management facilities shall be screened, where possible, using natural topography and natural vegetation. In lieu thereof, these facilities shall have planted trees and vegetation such as shrubs and permanent ground cover on their borders as specified under Section 5.7 of City of Oxford's Land Development Code. Basins located adjacent to a road shall have their interior screened from view where possible by an elevated berm and landscaping Section 5.7 of City of Oxford's Land Development Code. A drawing detailing the location of landscaping features and vegetation shall be included in the stormwater management plan. Maintenance of landscaping features and vegetation, and practices employed to ensure the preservation of adequate vegetative cover will be included in the operations and maintenance plan.
- D. Operation, Inspection, and Maintenance Plan. A standalone document shall be required with a detailed description of ongoing operations, inspection, and maintenance procedures for the stormwater management facilities and practices to ensure their continued function as designed and constructed or preserved. This plan will identify the parts or components of a stormwater management facility or practice that need regular or periodical inspection and maintenance, and the equipment and skills or training necessary. The plan shall include:
1. A narrative describing how the stormwater management facility is designed to function, including capture, runoff control, water quality treatment, channel protection and flood protection;
 2. A narrative describing ongoing operations, inspection, and maintenance procedures for all stormwater management facilities and practices as shown in the stormwater management plan;
 3. An inspection and maintenance schedule, with a description of maintenance tasks, identification of responsible parties for ongoing maintenance, description of funding source, and a review of access and safety issues; and
 4. What provisions for the periodic review and evaluation of the effectiveness of the operations, inspection, and maintenance program and the need for revisions.
- E. Maintenance access easements. The owner or responsible party must ensure access from public right-of-way to stormwater management facilities and practices requiring regular maintenance at the site for inspection and repair by securing all the maintenance access easements needed on a permanent basis. Such access shall be sufficient for all necessary equipment for maintenance activities. Include all such easements on all plats, surveys, and site plans.

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- F. Operation, inspection, and maintenance agreements. The owner must execute an inspection and maintenance agreement binding on all subsequent owners of land served by an on-site stormwater management facility or practice by section 98-120 of this article.

Section 98-118. PERFORMANCE CRITERIA FOR STORMWATER MANAGEMENT

For all new developments, the following performance criteria shall be applied. For redevelopment, any impervious features such as but not limited to sidewalks, driveways, parking lots, roofs, etc. that are left undisturbed by land disturbance activities may be exempted from the following performance criteria at the discretion of the City Engineer. Any undisturbed impervious areas exempted from performance criteria by the City Engineer may be counted as impervious cover for pre-development runoff rate calculations.

- A. Limitation on Stormwater Runoff Calculations. The stormwater management facility will be designed so that, except in unusual circumstances, the rate of runoff of surface water from the site, in the condition in which it is proposed to be developed, will not exceed the rate of runoff from the site in its undeveloped or natural condition as generated by the 2, 10, 25, and 100-year storm events. Runoff rates and volumes shall be calculated using the Soil Conservation Service (SCS) Method. The Rational Method is not acceptable for storage volume calculations. The Rational Method may only be used for pipe conveyance calculations.

For the SCS Method, a Type II rainfall distribution and a shape factor of 483.4 (484) will be used. The 24-hour duration precipitation frequency values to be used with the SCS Method are 4.25 inches for the 2-year storm, 5.21 inches for the 10-year storm, 7.01 inches for the 25-year storm, and 8.75 inches for the 100-year storm.

Time of concentration (T_c) shall be estimated using the methods given in the U.S. Department of Agriculture, National Resources Conservation Service, Part 630 National Engineering Handbook, Chapter 15, Time of Concentration, 630.1502 Methods for Estimating Time of Concentration. The watershed lag method may not be used to estimate time of concentration for urbanized site conditions. A minimum time of concentration of five (5) minutes will be used for storage volume calculations.

- B. Storage Capacity. Stormwater management facilities shall be designed with sufficient capacity to accommodate all runoff caused by the development more than that runoff which would occur from the site if left in its natural, undeveloped condition. This storage shall accommodate excess runoff for the 2, 10, 25, and 100-year storms of 24-hour duration.
- C. Discharge Rate. The peak flow (Q_{year}) shall be calculated for the 2, 10, 25 and 100-year storms. The cumulative peak flow for the development, runoff captured by stormwater management facilities plus uncaptured runoff, must be less than or equal to the cumulative peak flow for the site if left in its natural condition. The peak flows shall not be increased at any discharge point, including areas of uncaptured runoff, for any storm, up to and including the 100-year storm (Q_{100}).
- D. Energy Dissipation. All culvert outlets and flumes are required to have energy dissipating treatments to minimize erosion due to scouring and to maintain channel stability. Approved

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energy dissipating treatments include stilling basins, streambed level dissipators, and riprap basins and aprons. All energy dissipating treatments shall be designed by design criteria outlined in U.S. Department of Transportation, Federal Highway Administration, Hydraulic Engineering Circular No. 14, Third Edition Hydraulic Design of Energy Dissipators for Culverts and Channels. Supporting design calculations shall be included as part of the stormwater management plan.

- E. Point of Discharge. A surface outlet for a stormwater management facility's control structure cannot discharge within 40 feet of an adjacent property line unless a drainage easement on to or across the adjacent property is provided or conditions warrant special consideration. The City Engineer may give special consideration to discharge into a major receiving stream; provided provisions are taken to ensure that the integrity of the receiving stream is protected. If the pre-developed site consists of multiple drainage basins, post-development discharge cannot exceed the discharge rate of the pre-development basins.
- F. Conveyance. Storm drainage shall be comprised of minor (active) and major (passive) components. These components function to remove excess runoff produced by precipitation and convey it offsite and/or to a stormwater management facility with minimum inconvenience, life hazard, and property damage. The minor storm drainage component includes the following facilities: curb and gutter area of the street, roadside ditches, inlets, storm sewers, culverts, channels, or other conveyance designed to convey the runoff from the 25-year storm. The major storm drainage component comes into operation once the minor component's conveyance capacity is exceeded. The major drainage component may consist of excess capacity in storm sewers, culverts, curb and gutter area of the street, property line drainage swales, and other natural and lined channels. The major component shall have the capacity to convey runoff more than the 25-year storm up to and including the 100-year storm to a stormwater management facility's detention basin, underground basin, or retention basin.
- G. Stormwater Management Facilities in Floodplains. If stormwater management facility is located within a floodplain of a major stream, no storage volume for the facility may be provided below the base flood elevations established for that floodplain. Special consideration may be given by the City Engineer if no alternate location of the stormwater management facility is practical.
- H. Stormwater Bypass. Drainage systems shall have adequate capacity to bypass, through the development, flow from all upstream areas.
- I. Stormwater Management – Construction. Stormwater management shall be implemented during all stages of site development. Stormwater management facilities shall be implemented as part of the initial land disturbance activities and incorporated into the developments erosion control plan. Erosion control measures such as stormwater retention devices or sediment traps may be used as temporary stormwater management facilities during the developments construction process. At a minimum, a temporary stormwater management facility must be capable of manage runoff from the 2 and 10-year storm events. Stormwater

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management facilities, permanent or temporary, must be properly maintained during all stages of site development.

- J. Stormwater Management - Phased Development. For phased developments, the stormwater manage facilities shall be designed so that at the end of each phase the development complies with this article. As additional phases are developed, the stormwater management facilities may be expanded, control structures modified, and/or new stormwater facilities constructed to account for changes in site conditions.

K. Detention Basins

1. The maximum designed depth of stormwater stored shall not exceed eight (8) feet. A minimum of one (1) foot of freeboard shall be provided, measured from the top of the peak water surface elevation for the 100-year storm event to the lowest point on the top of the pond, excluding the emergency spillway invert.
2. All dams or dikes shall be designed and constructed according to accepted engineering standards.
3. The approach slopes of the basin shall conform as closely as possible to natural land contours. Regrading is allowable if necessary to keep exterior slopes at 4H:1V or flatter.
4. Interior basin slopes shall be 3H:1V or flatter.
5. The maximum interior height of a vertically walled detention pond is eight (8) built in four (4) foot high segments. Parts of a wall below the surface of the ground surface shall not be included in the measurement of height. A safety ledge a minimum of three (3) wide shall separate segments.
6. The material used for wooden bulkhead or retaining walls shall be treated to American Wood Protection standard UC4B Ground Contact - Heavy Duty or higher. All wooden bulkhead or retaining walls shall use tieback anchors.
7. Detention shall have a minimum length to width ratio of 1.5:1. The length shall be measured at the shortest flow path from the inlet to the outlet. For multiple inlets, the length shall be measured from the inlet furthest away from the outlet. A ratio of less than 1.5:1 may be approved at the discretion of the City.
8. Outlet control structures shall be designed as simply as possible, with automatic operation, while ensuring that they can be constructed or manufactured to the engineering specifications for the stormwater facility. No weir plate or riser orifice shall be fabricated in the field.
9. Outlet control structures shall be designed for multi-stage release to limit discharges into existing or planned downstream channels or conduits so as not to exceed predetermined safe capacities and not more than flows which would have occurred with the site in its natural condition for the 2, 10, 25, and 100-year storms.
10. Outlet control structures shall have no orifice smaller than three (3) inches in diameter. All orifices shall be protected by trash racks. No opening in the trash rack shall have an area more than one-half the size of the area of the orifice being protected. Two-stage trash racks, or screens having progressively smaller openings placed in series, are suggested. Curved or inclined trash racks designed that allow debris to rise with the water level are preferred.

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In all cases, trash racks shall be either hinged or removable to facilitate maintenance operations. For vertical risers, an anti-vortex device and trash rack shall be securely installed on top of the riser.

11. Energy dissipation measures shall be employed to ensure that the discharge does not increase downstream erosion.
12. Emergency spillway/overflow facilities shall be provided to pass runoff more than the 100-year storm event, up to the 500-year storm event unless positive measures are installed to control the inflow so as not to exceed the safe capacity of the basin. Emergency spillways shall be protected with concrete or grouted riprap.
13. The detention pond bottom shall have a concrete-lined low flow channel between inflow points and the outlet structure. The low flow channel shall have a minimum slope of 0.5% between all inflow points and the outlet structure.
14. The detention basin bottom shall have a minimum cross slope of 1% perpendicular to the low flow channel.
15. All detention basins shall use a solid sod or seed for the final cover. The sod and seed variety should be suitable for wet locations. Sod shall be from a certified grower. Mass grading of the pond bottom should account for the thickness of the sod that the final design pond bottom elevation and slopes are achieved. Any areas of sod that die within two (2) months of placement shall be removed and replaced. If seed is used, germination should occur within 14 days, and 80% coverage achieved within two (2) months. If coverage is not achieved with seeding, then at the discretion of the City Engineer, solid sod may be required.
16. Detention basins shall be designed to drain completely and not retain any standing water 48-hours after a given storm event. A detention basin that fails to drain within this period shall be in violation of this article subject to the enforcement provisions and penalties outlined in this article.
17. Detention basins shall be enclosed by a six (6) foot fence when required by the City Engineer.

L. Underground Basin

1. Outlet control structures shall be designed as simply as possible, with automatic operation, while ensuring that they can be constructed or manufactured to the engineering specifications for the stormwater facility. No weir plate or riser orifice shall be fabricated in the field.
2. Outlet control structures shall be designed for multi-stage release to limit discharges into existing or planned downstream channels or conduits so as not to exceed predetermined safe capacities and not more than flows which would have occurred with the site in its natural, undeveloped condition for the 2, 10, 25, and 100-year storms.
3. Outlet control structures shall have no orifice smaller than three (3) inches in diameter. All orifices shall be protected by trash racks. No opening in the trash rack shall have an area more than one-half the size of the area of the orifice being protected. Two-stage trash racks, or screens having progressively smaller openings placed in series, are suggested. Curved or inclined trash racks designed that allow debris to rise with the water level are preferred.

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In all cases, trash racks shall be either hinged or removable to facilitate maintenance operations. For vertical risers, an anti-vortex device and trash rack shall be securely installed on top of the riser.

4. Adequate maintenance access must be provided for all underground basins. All underground basins shall provide access to the inlet end and outflow structure. Access openings can consist of a standard manhole, grate, solid cover, or a removable panel.
5. Underground basins shall be considered a confined space and treated as such for entry purposes.
6. Underground basins shall be evaluated for 500-year storm event to ensure there are no unintended consequences due to the routing of the discharge when the underground basin exceeds storage capacity.
7. Watertight underground basins shall have a minimum slope of 0.5% between highest invert point of the storage chamber and the outlet structure. Non-watertight underground basins with the ability to infiltrate water through the storage chambers bottom may be designed with a zero slope.
8. Underground basins shall be designed to drain completely and not retain any standing water 48-hours after a given storm event. An underground detention basin that fails to drain within this period shall be in violation of this article subject to the enforcement provisions and penalties outlined in this article.

M. Retention Basin

1. Retention basins shall have a minimum length to width ratio of 1.5:1. The length shall be measured at the shortest flow path from the inlet to the outlet. The location of the outlet structure within the basin shall maximize travel time from the inlet to the outlet.
2. The depth of the permanent pool, before the introduction of excess stormwater, shall be greater than three (3) feet. The minimum depth of the permanent pool must be maintained year round. For retention basins not situated on a perennial stream, an irrigation water source may be required to maintain the minimum pool depth.
3. Aeration facilities may be required, dependent on the quality of the influent and detention time and/or at the discretion of the City Engineer.
4. All dams or dikes shall be designed and constructed according to accepted engineering standards.
5. The interior slopes of the retention basin shall be of non-erosive material. For retention basins with interior side slopes steeper than 4H:1V or a static pool depth of four (4) feet or greater, the perimeter shall be surrounded by two benches: safety and aquatic. A safety bench shall extend approximately 5 feet outward from the normal water edge to the toe of the pond side slope. An aquatic bench shall extend approximately five (5) feet inward from the normal pool edge. The benches shall have a 10H:1V slope.
6. The maximum interior height of a vertically walled retention basin is eight (8) built in four (4) foot high segments. Parts of a wall below the surface of the ground surface shall not be included in the measurement of height. A safety ledge a minimum of three (3) wide shall separate segments.
7. Retention basins with vertical interior walls shall have emergency egress steps or ladders.

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8. ~~The material used for wooden bulkhead or retaining walls shall be treated to American~~
Wood Protection standard UC4B Ground Contact - Heavy Duty or higher. All wooden bulkhead or retaining walls shall use tieback anchors.
9. Retention basins with vertical interior walls shall be enclosed by a minimum four (4) foot high fence.
10. The maximum designed depth of stormwater stored shall not exceed eight (8) feet. A minimum of one (1) foot of freeboard shall be provided, measured from the top of the peak water surface elevation for the 100-year storm event to the lowest point on the top of the pond, excluding the emergency spillway.
11. For emergency purposes, cleaning, or shoreline maintenance, retention basins shall be provided with equipment and/or devices to permit emptying and drainage of the permanent pool.
12. All slopes of a retention basins, above the static water elevation shall use a solid sod or seed for the final cover. The sod and seed variety should be suitable for wet locations. Sod shall be from a certified grower. Any areas of sod that die within two (2) months of placement shall be removed and replaced. If seed is used, germination should occur within 14 days, and 80% coverage achieved within two (2) months. If coverage is not achieved with seeding, then at the discretion of the City Engineer, solid sod may be required.
13. Non-invasive aquatic plants and trees may be used along the submerged portion of the safety bench. An approved planting plan is required.
14. Outlet control structures shall be designed as simply as possible, with automatic operation, while ensuring that they can be constructed or manufactured to the engineering specifications for the stormwater facility. No weir plate or riser orifice shall be fabricated in the field.
15. Outlet control structures shall be designed for multi-stage release to limit discharges into existing or planned downstream channels or conduits so as not to exceed predetermined safe capacities and not more than flows which would have occurred with the site in its natural, undeveloped condition for the 2, 10, 25, and 100-year storms.
16. Outlet control structures shall have no orifice smaller than three inches in diameter. All orifices shall be protected by trash racks. No opening in the trash rack shall have an area more than one-half the size of the area of the orifice being protected. Two-stage trash racks, or screens having progressively smaller openings placed in series, are suggested. Curved or inclined trash racks designed that allow debris to rise with the water level are preferred. In all cases, trash racks shall be either hinged or removable to facilitate maintenance operations. For vertical risers, an anti-vortex device and trash rack shall be securely installed on top of the riser.
17. Energy dissipation measures shall be employed to ensure that the discharge does not increase downstream erosion.
18. Emergency spillway/overflow facilities shall be provided to pass runoff more than the 100-year storm event, up to the 500-year storm event unless positive measures are installed to control the inflow so as not to exceed the safe capacity of the basin. Emergency spillways shall be protected with concrete or grouted riprap.

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19. Retention basins shall be subject to the requirements of the City of Oxford's mosquito control ordinance.

Section 98-119. REGIONAL STORMWATER MANAGEMENT

A. The stormwater management plan for each land development project shall provide for stormwater management measures located on the site of the project unless provisions are made to manage stormwater by an off-site or regional facility. The City Engineer, with the approval of the Planning Commission, may make allowance for an off-site or regional facility based on development's location, lot size, and percentage of the lot used, stormwater management facility design, and other factors that the City Engineer in their professional opinion may deem relevant. The off-site or regional facility, if applicable, must comply with the following:

1. The off-site or regional facility must be on property legally dedicated for the purpose and this purpose run with the land by filing either deed, easement, or plat;
2. The off-site or regional facility must be designed and adequately sized to provide a level of stormwater quantity control that is equal to or greater than that which would be afforded by on-site practices in addition to developments on the site containing the stormwater management facility;
3. On-site measures shall be implemented, where necessary, to protect upstream and downstream properties and drainage channels from the site(s) to the off-site or regional facility;
4. For purposes of use, only developments contiguous to the off-site or regional facility or developments that have obtained legally and binding easements allowing the transfer of stormwater across all properties involved to gain access to the off-site or regional facility are eligible;
5. A drainage easement for the conveyance of stormwater to the regional facility is required;
6. Approved operations, inspection, and maintenance plan;
7. There must be a legally obligated entity responsible for the long-term operation, inspection, and maintenance of the off-site or regional facility; and
8. If more than one entity is to share an off-site or regional facility, all such entities must provide the City with evidence that they have executed all agreements and easements necessary to allow such shared use, with all such agreements to contain language substantially similar to the language below:

The City of Oxford, Mississippi, shall be a third-party beneficiary of this agreement for the limited purpose of ensuring that the City is aware of any subsequent changes to the agreement. The parties agree that they shall each have an independent duty to inform the City in the event that this agreement, or any other instrument related to the detention facility described herein, is modified, vacated, or rescinded.

B. A stormwater management plan that shows the adequacy of the off-site or regional facility must be submitted to and approved by the City Engineer and meet all the criteria outlined in this article.

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C. ~~To be eligible to use an off-site or regional facility, the applicant must demonstrate to the~~ satisfaction of the City Engineer that all criteria of this section have been met and that the use of an off-site or regional facility will not result in the following impacts:

1. Increased threat of flood damage to public health, life, and property;
2. Deterioration of existing culverts, bridges, dams, and other structures;
3. Accelerated streambank or streambed erosion or siltation;
4. Degradation of in-stream biological functions or habitat; or
5. Water quality impairment in violation of state water quality standards, and violation of any state or federal regulations.

Section 98-120. STORMWATER MANAGEMENT OPERATION, INSPECTION, AND MAINTENANCE AGREEMENT

- A. Before the issuance of any permit for a land development activity requiring a stormwater management facility or practice hereunder for which the City of Oxford requires ongoing maintenance, the owner or responsible party shall execute an Operation, Inspection, and Maintenance Agreement. Such agreement shall be submitted before the issuance of any such permit and shall be binding on all appropriate successors in title of the site. The Operation, Inspection, and Maintenance Agreements may terminate or be amended if superseded by subsequent development approved by the City of Oxford. Any applicant for development will be required to obtain an Operation, Inspection, and Maintenance Agreement for all proposed and existing stormwater management facilities on the property or regional stormwater management facilities.
- B. The operation, inspection, and maintenance agreement must be approved by the City of Oxford; and upon approval, properly recorded in the deed records of Lafayette County before issuance of the permit.
- C. Responsibility for the operation, inspection, and maintenance of the stormwater management facility or practice shall remain with the property owner and shall pass to any successor in title. If portions of the site are sold or otherwise transferred, the inspection and maintenance responsibility shall pass to the appropriate successor in title. Such transfers shall designate for each portion of the site, the responsible party to be permanently responsible for its inspection and maintenance and shall be recorded in the deed records for the property. The operation, inspection, and maintenance agreement shall identify by name or official title of the person responsible for carrying out the operation, inspection, and maintenance.
- D. Where a stormwater management facility exists on any property to be subdivided, including, but not limited to, subdivisions, planned developments, multifamily developments, or mixed-use developments, the facility shall be owned by the following:
 1. If a property owners' association is created, the stormwater management facility shall be treated as a common area and the following provisions, at a minimum, shall be included in the property owners' association's bylaws or covenants:

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- a. Automatic compulsory membership in the property owners' association of all lot purchasers and their successors in title;
 - b. A fair and uniform method of assessment and collection/payment for dues, maintenance, and related costs;
 - c. Perpetual and continued inspection and maintenance liability for the required stormwater facility;
 - d. Filing of all required covenants, declarations, and restrictions with the deed records of Lafayette County; and
 - e. By prior arrangement for the transfer of ownership of the stormwater management facility in fair and equal parts to all lot owners in the case of the property owners' association dissolving.
2. If a property owner's association is not created, the stormwater management facility shall be owned by all appropriate successors in title to the land in the development sold or otherwise transferred. Costs associated with the operation, inspection, and maintenance of the stormwater facility shall be assessed equitably among all of the lots or common owners in the development.
- E. All subdivision plats shall include the following as part of the notes:
1. All common property areas/stormwater management facilities shall be maintained in perpetuity and cannot be developed for any other use which would limit or cause to limit the use or the common property areas/stormwater management facilities. The common property areas/stormwater management facilities shall be owned and maintained by the Property Owners Association or the development. Each property owner shall own a proportionate share of the common property areas/stormwater management facilities and shall bear their proportionate responsibility for the continued maintenance by the City of Oxford and Lafayette County ordinances.
 2. The common area parcel's AD VALOREM tax value shall be assessed to each lot owner on a prorated basis as part of each lot owner's total assessment.
 3. For single use developments (e.g. residential), a lot owner shall have a 1/X (where X is the total number of lots) Interest in the common property areas/stormwater management facilities as tenants in common and shall share equally in the maintenance, repair, and upkeep of both the common property areas/stormwater management facilities.
 4. For mixed use developments, a lot owner shall have Interest in the common property areas/stormwater management facilities as tenants in common and shall share equally in the maintenance, repair, and upkeep of both the common property areas/stormwater management facilities. A lot owner's Interest in the common property areas/stormwater management facilities shall be prorated by individual lot area divided by the total lot area of the development.
 5. A lot owner's Interest in the common property areas/stormwater management facilities cannot be severed from the interest in the lot.
- F. The operation, inspection, and maintenance agreement shall comply with the requirements of the Public Works Department and include, at a minimum, a description of the property,

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appropriate details of the stormwater management plan, an operations and maintenance agreement, and a plan for annual inspection.

- G. In addition to enforcing the terms of the operation, inspection, and maintenance agreement, the City of Oxford may also enforce all of the provisions for ongoing inspection and maintenance in section 98-122 of this article.
- H. Before the issuance of any permit for a land development activity requiring a stormwater management facility or practice hereunder, the owner or responsible party shall execute an indemnification and hold harmless agreement. The agreement shall state at a minimum, that the owner or responsible party shall indemnify and hold harmless the City of Oxford for any upstream or downstream damages due to structural, design, installation, maintenance or any other failure of the stormwater management facility.

Section 98-121. CONSTRUCTION, INSPECTION, AND FINAL CERTIFICATION OF A STORMWATER MANAGEMENT SYSTEM

- A. Inspections to ensure plan compliance during construction. Periodic inspections of the stormwater management system construction may be conducted by the staff of the City of Oxford or conducted and shall be certified by a professional engineer. Construction inspections shall utilize the approved stormwater management plan for establishing compliance.
 - 1. All inspections shall be documented with written reports that contain the following information:
 - a. The date and location of the inspection;
 - b. Whether construction complies with the approved stormwater management plan;
 - c. Variations from the approved construction specifications; and
 - d. Any other variations or violations of the conditions of the approved stormwater management plan.

If any violations are found, the responsible party shall be notified in writing of the nature of the violation and the required corrective actions.

- B. Final inspection and as-built plans. Upon completion of a project, and before final inspection or issuance of a certificate of occupancy, the applicant's engineer is responsible for certifying that the completed project is by the approved stormwater management plan. All applicants or responsible parties are required to submit an electronic format as determined by the Public Works Department, and a paper format of the actual "as built" plans for any stormwater management facilities or practices after final construction is completed. The plan must show the "as built" configuration for all stormwater management facilities and practices and must be certified by a professional engineer. A final inspection by the City of Oxford is required before the release of any performance securities can occur.

Section 98-122. ONGOING INSPECTION AND MAINTENANCE OF STORMWATER FACILITIES AND PRACTICES

- A. Annual inspections. Maintenance of the stormwater management facilities is the responsibility of the owner. Such stormwater management facilities must be maintained in

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accordance with its approved maintenance plan and to its original design capability. As proof of compliance, the City of Oxford requires submittal of an annual inspection report prepared by an engineer registered in the State of Mississippi detailing the condition of the stormwater management facility and certifying its ability to meet its original design capability. If any deficiencies are reported in the engineering report or are found in the course of a City of Oxford inspection, the property owner must make necessary repairs or they shall be deemed to be in violation this ordinance and shall be subject to the provisions of Section 98-123.

- B. Absence of an inspection and maintenance agreement. The absence of an inspection and maintenance agreement shall not relieve the owner or responsible party from performing proper maintenance and inspection of the stormwater management facility. If the owner or responsible party fails or refuses to meet the requirements of this article, the City of Oxford may correct the violation as provided in section 98-122(E) hereof.
- C. Pre-existing facilities. For facilities constructed before the effective date of this article, the owner or responsible party shall perform proper maintenance of the stormwater management facility as required by the regulations in effect at the time the facility was approved. If the owner or responsible party fails or refuses to meet the requirements of this article, the City of Oxford may correct the violation as provided in section 98-122(E) hereof.
- D. Maintenance inspection of stormwater facilities and practices. The following shall apply to all sites regardless of the existence of an inspection and maintenance agreement:
 - 1. Stormwater management facilities and practices included in a stormwater management plan must undergo ongoing inspections to document maintenance and repair needs and ensure compliance with the requirements of the agreement, the plan and this article.
 - 2. A stormwater management facility shall be inspected on a periodic basis by the owner or responsible party. Such inspection shall be conducted by the approved operations, inspection, and maintenance agreement under section 98-120, or, in the absence of an inspection and maintenance agreement, by the requirements of this article. In the event that the stormwater management facility has not been maintained and/or becomes a danger to public safety or public health, the City of Oxford shall notify the party responsible for carrying out the maintenance plan by registered or certified mail, or by delivery in person of a notice of violation to the owner or the person specified in the inspection and maintenance agreement. The notice shall specify the measures needed to comply with the agreement and the plan, and shall specify the time within which such measures shall be completed. Failure of the City of Oxford to provide such notice shall not relieve the owner or responsible party from performing proper maintenance and inspection of the stormwater management facility. If the owner or responsible party fails or refuses to meet the requirements of the inspection and maintenance agreement, the City of Oxford may correct the violation as provided in section 98-122(5) of this article; and
 - 3. Inspection programs by the City of Oxford may be established on any reasonable basis, including but not limited to routine inspections, random inspections, inspections based upon complaints, or other notice of possible violations, and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include, but are

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~~not limited to reviewing maintenance and repair records, and evaluating the condition of stormwater management facilities and practices.~~

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- E. Records of maintenance activities. Parties responsible for the operation and maintenance of a stormwater management facility shall maintain records of all maintenance and repairs and provide copies to the Public Works Department upon request.
- F. Failure to maintain. If an owner or responsible party fails or refuses to meet the requirements of the inspection and maintenance agreement, the City of Oxford, after 30 days' written notice (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours' notice shall be sufficient), may correct a violation of the design standards or maintenance requirements by performing the necessary work to place the facility or practice in proper working condition.

Section 98-123. NOTICE OF VIOLATION

- A. Notice of violation. If the City of Oxford determines that an owner or responsible party has failed to comply with the terms and conditions of a permit, site plan, an approved stormwater management plan, operation, inspection and maintenance agreement, indemnity agreement, or any provision of this article, it shall issue a written notice of violation to such owner or other responsible party. Where a person is engaged in an activity covered by this article without having first secured a permit, the notice of violation shall be served on the owner or the responsible party in charge of the activity being conducted on the site. The notice of violation shall contain:
 1. The name and address of the owner or the applicant or the responsible party;
 2. The address or other description of the site upon which the violation is occurring;
 3. A statement specifying the nature of the violation;
 4. A description of the remedial measures necessary to bring the action or inaction into compliance with the permit, the site plan, the stormwater management plan or this article and the date for the completion of such remedial action; and
 5. A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed.

Section 98-124. ENFORCEMENT

- A. Any action or inaction which violates the provisions of this article or the requirements of an approved stormwater management plan may be subject to the enforcement actions outlined in this section. Any such action or inaction which is continuous concerning time may be abated by injunctive or other equitable relief. The imposition of any of the penalties described in section 98-125 may be in addition to and shall not prevent such equitable relief.
- B. All development and redevelopment activities, including single-family residential development, shall comply with the minimum requirements under section 98-119 of this article. Failure to comply with the minimum requirements shall be a violation of this article subject to the enforcement provisions and penalties outlined in this article.

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- C. The City of Oxford may enter the property at reasonable times and in a reasonable manner for inspection, when it has a reasonable basis to believe that a violation of this article is occurring or has occurred, or when necessary for abatement of a public nuisance or correction of a violation of this article.
- D. Any enforcement activities for violations of the provisions of this article which are also violations of Article IV of Chapter 98 for land-disturbing activities shall be undertaken under the provisions of Article IV of Chapter 98.
- E. Any enforcement activities for violations of the provisions of this article which are also violations of Article II of Chapter 34 for landscaping, shall be undertaken under the provisions of Article II of Chapter 34.

Section 98-125. PENALTIES

In the event an owner or responsible party does not complete the remedial measures described in the notice of violation within the time provided the City of Oxford may take any one or more of the following actions or impose any one or more of the following penalties:

- A. Stop work order. A stop work order may be served on the owner or other responsible party; which order shall have the effect of suspending all permits authorizing the land development project except for the work required to remedy the violation or as otherwise specifically provided therein. The stop work order shall remain in effect until the owner or other responsible party has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein.
- B. Certificate of occupancy. The City of Oxford may withhold a certificate of occupancy for any improvements on the site until the owner or other responsible party has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.
- C. Criminal penalties. Any person violating any provision of this article shall also be guilty of a misdemeanor fined not more than one thousand dollars (\$1,000.00) and/or sentenced to no more than six (6) months in jail. Each day a violation of this article continues shall be deemed a separate offense.

Section 98-126. MISCELLANEOUS

- A. Validity. If any term or provision of this ordinance shall be held to be unconstitutional or otherwise unenforceable, the remainder thereof shall not be affected thereby and shall remain in full force and effect.
- B. Conflict. All ordinances previously adopted on the subject of this ordinance which are in conflict herewith are hereby repealed, and the applicable provisions of the ordinance are substituted in their place.
- C. Variances. The City of Oxford Board of Adjustments shall have the power to authorize variances from the provisions or requirements of this ordinance as will not be contrary to the

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public interest. No variance from the strict application of any provision shall be granted unless it is found that:

1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same District;
 2. Literal interpretation of the provisions of this ordinance would deprive the owner of rights commonly enjoyed by other properties in the same District under the terms of this ordinance;
 3. The special conditions and circumstances do not result from the actions of the applicant; and
 4. Granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same District.
- D. Review of Stormwater Management Plan. Review of each Stormwater Management Plan shall be completed as part of the site plan review process. A complete submittal must meet the requirements of Section 98-116.

Section 98-127. REPEALING CLAUSE

All ordinances, or resolutions of the Mayor and Board of Aldermen of the City of Oxford that conflict with the provisions of this ordinance shall be, and the same are hereby repealed, and rescinded, but only to the extent of such conflict.

Section 98-128. SEVERABILITY

If any provision of this ordinance is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such findings shall not affect the other provisions hereof, which shall remain in full force and effect

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Section 98-113. DESIGNATION OF ORDINANCE ADMINISTRATOR

New section, short and self-explanatory.

Section 98-114. COMPATABILITY WITH OTHER REGULATIONS

New section, self-explanatory.

Section 98-115. MINIMUM REQUIREMENTS

New section, establishes minimum requirements for managing runoff from property.

Section 98-116. PROCEDURES AND REQUIREMENTS

New section, self-explanatory.

Section 98-117. SUBMITTAL REQUIREMENTS

New section that details what is required for the submittal of a Stormwater Management Plan (formerly called Stormwater Report) and Operation, Inspection, and Maintenance Plan (this will now be a standalone document). Add section regarding infiltration rate testing and the requirement of a soil boring at the location of each to storage basin to check for the possible presence of groundwater.

Section 98-118. PERFORMANCE CRITERIA FOR STORMWATER MANAGEMENT

New section specifying the technical design requirements for a stormwater management facility. Removed Channel Stability and Velocity sections and replaced with an Energy Dissipation section. Added a section for requiring stormwater management during all phase of construction. Added a section addressing phased stormwater management for phased developments.

Section 98-119. REGIONAL STORMWATER MANAGEMENT

New section that addresses shared ownership of a stormwater management facility that manages runoff from more than one lot, site, or development.

Section 98-120. STORMWATER MANAGEMENT OPERATION, INSPECTION, AND MAINTENANCE AGREEMENT

New section that defines the requirements of an agreement for the operation, Inspection, and maintenance and the ownership of a stormwater management facility.

Section 98-121. CONSTRUCTION, INSPECTION, AND FINAL CERTIFICATION OF A STORMWATER MANAGEMENT SYSTEM

New section that defines the requirements for the inspection and certification of a stormwater management facility after its construction.

Section 98-122. ONGOING INSPECTION AND MAINTENANCE OF STORMWATER FACILITIES AND PRACTICES

New section that includes a section requiring an annual inspection of the stormwater management facility by the owner with a report submitted to the City and defines what procedures for the City to require maintenance of stormwater management facilities.

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~~Section 98-123. NOTICE OF VIOLATION~~

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New section, self-explanatory.

Section 98-124. ENFORCEMENT

New section, self-explanatory.

**Sections 98-125. PENALTIES, 98-126. MISCELLANEOUS, 98-127. REPEALING CLAUSE,
98-128. SEVERABILITY, and 98-129. EFFECTIVE DATE**

These sections were previously Sections 98-113 – 98-116. There are no significant changes.

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Section 98-129. EFFECTIVE DATE

This Ordinance shall become effective and be in force as provided by the law.

The above Ordinance having been 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 Aldermen _____, and the roll being called, the same was adopted by the following votes:

Alderman Addy	voted _____
Alderman Hulse	voted _____
Alderman Antonow	voted _____
Alderman Howell	voted _____
Alderman Taylor	voted _____
Alderman Bailey	voted _____
Alderman Morgan	voted _____

APPROVED, this the _____ day of _____, 2018.

ROBYN TANNEHILL, MAYOR

ATTEST:

ASHLEY ATKINSON, CITY CLERK

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 02-1077



OXFORD

PLANNING
DEPARTMENT

Case 2320

To: Oxford Planning Commission
From: Bart Robinson, City Engineer
 Reanna Mayoral, Assistant City Engineer
 Steve Brunton, Special Projects Engineer
Date: July 9, 2018

Applicant: Public Works Department
Request: Modifications to the City of Oxford Stormwater Ordinance

Staff Comments: The Public Works Department requests consideration of the attached modifications to the Stormwater Ordinance.

Recommendation: Attached is a draft revision to City of Oxford's Stormwater Management Ordinance (Chapter 98, Article V). The purpose of this revision is to address frequently asked questions regarding the existing ordinance, clarify some sections of the existing ordinance, and to add specific design criteria requirements to the ordinance.

The following is a summary of changes to each section of the ordinance:

Added a **WHEREAS** - construction of the stormwater management facility in concert with the development of the site is of key importance to prevent adverse impacts to the adjoining property from increased volume and velocity and is in keeping with the intent and spirit of the stormwater ordinance;

Section 98-110. PURPOSE - STORMWATER MANAGEMENT ORDINANCE

Added additional objectives.

Section 98-111. DEFINITIONS

This is a new section of definitions of terms used in the ordinance, and replaces the existing section (The existing Section 98-111. is restructured into new sections that are more specific to the elements within it). The definition of Land Development was replaced with Land Disturbance from the City's Erosion Control ordinance per the Ordinance Review Committee.

Section 98-112. APPLICABILITY

This section was originally part of existing Sections 98-110 and 98-111. The purpose was to combine relative parts of those sections into one more coherent section. This section also attempts to address small impervious areas, 2000 square feet or less.

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Ordinance No. 2018-____

**STORMWATER MANAGEMENT ORDINANCE
AN ORDINANCE AMENDING ARTICLE V TO
CHAPTER 98 OF THE CODE OF ORDINANCES OF
CITY OF OXFORD, MISSISSIPPI, REGULATING THE
RUNOFF OR DISCHARGE OF STORMWATER
AND RAINWATER FROM PROPOSED DEVELOPMENTS
WITHIN THE CITY OF OXFORD AND REQUIREMENTS
FOR STORMWATER DETENTION AND RETENTION**

WHEREAS, continued commercial, industrial and residential development of property is desirable and beneficial to the City of Oxford; and,

WHEREAS, adequate drainage of existing developments and future developments is a necessary aim of the City of Oxford; and,

WHEREAS, development of any property for any purpose may affect the adequacy of drainage in surrounding areas; and,

WHEREAS, problems have arisen where development has increased the volume and velocity of stormwater runoff into existing drainage systems and facilities, and thereby taxed the abilities of the drainage systems and facilities to accommodate the increased quantity and rate of stormwater runoff; and,

WHEREAS, these problems have destroyed property, deteriorated existing drainage systems and necessitated private and public outlays of funds to remedy the problems; and,

WHEREAS, a reasonable balance must be struck whereby proposed development is encouraged but is also required to retain or detain stormwater runoff until existing drainage systems can accommodate the runoff; and,

WHEREAS, a stormwater management ordinance has been enacted by other municipalities which can effectuate such a balance; and,

WHEREAS, construction of the stormwater management facility in concert with the development of the site is of key importance to prevent adverse impacts to the adjoining property from increased volume and velocity and is in keeping with the intent and spirit of the stormwater ordinance; and,

WHEREAS, this Ordinance replaces the City of Oxford Ordinances No. 2014-28 that was adopted July 1, 2014, that amended Article V in its entirety; and -former Article V §§ 98-110 - 98-113 that pertained to similar material that was derived from the Code of 1968 §§ 25-38.11 - 25-38.14 and Ordinance No. 2000-6 that was adopted March 7, 2000.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Oxford, Mississippi: available:

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DRAFT - Stormwater Management Ordinance
Revision Date: 2/23/2018

Stormwater Ordinance - Planning Commission Draft R.6.29.08.docx

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Section 98-110. PURPOSE - STORMWATER MANAGEMENT ORDINANCE

The purpose of this ordinance is to protect, maintain, and enhance the public health, safety, environment, and general welfare by establishing minimum requirements and procedures to control the adverse effects of post-development stormwater runoff associated with new development and redevelopment.

This article seeks to meet those purposes through the following objectives:

Establish post-development stormwater management, site planning, and design criteria to protect natural resources from the direct impacts of the land development process, and to preserve and/or restore natural hydrologic conditions on development sites;

Establish design and application criteria for the construction and use of detention facilities that meet the minimum post-development stormwater management standards;

Establish provisions for the long-term responsibility for the operation, inspection, maintenance, and repair of private stormwater management facilities and private commitments for nonstructural stormwater management practices to ensure that they continue to function as designed, are maintained, and pose no threat to public safety or the environment; and

Establish administrative procedures for the submission, review, approval, and disapproval of stormwater management plans, and for the inspection of approved active projects, and long-term compliance; and

The provisions of this ordinance further regulate, guide, and control:

1. The subdivision, development, redevelopment, and any project seeking site plan approval for lands located within the City of Oxford.
2. The construction of buildings and the drainage of the site on which structures are located, including parking and other paved areas.
3. The design, construction, and maintenance of stormwater management facilities.
4. Any development located outside the city limits, but which seeks water and/or sewer service(s) to be provided by the City of Oxford.

Section 98-111. DEFINITIONS

For this chapter, the words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context indicates a different meaning:

1. Applicant means a person submitting a post-development stormwater management plan for approval.
2. Channel means a natural or artificial watercourse with a definite bed and banks that conduct continuously or periodically flowing water.
3. Conservation area means an open space or green space on the owner's land by limiting the amount and type of development that can take place, but continues to leave the remainder of the fee interest in private ownership with restrictions filed and enforceable by interested parties

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4. Detention basin or dry pond is an area where excess stormwater runoff is stored or held temporarily, whose outlets have been designed to detain stormwater runoff and release it at a controlled rate. A detention basin may also take the form of an underground basin such as pipes or chambers.
5. Detention means the temporary storage of stormwater runoff in a stormwater management facility to control the peak discharge and releasing of stored water at controlled rates.
6. Developer means any person engaging in developing or improving a lot or group of lots, placing structures thereon for use or occupancy, or other land development activities.
7. Development means any human-made change to improve or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, grading, paving, excavation, drilling operation, or other land development project.
8. District means any zoning or historical areas established by the City of Oxford.
9. Drainage easement means an easement appurtenant or attached to a tract or parcel of land allowing the owner of adjacent tracts or other persons to discharge stormwater runoff onto the tract or parcel of land subject to the drainage easement.
10. Flood (Base Flood) means the computed elevation to which floodwater is anticipated to rise during the 100-year flood. Base flood elevations (BFEs) are shown on Flood Insurance Rate Maps (FIRMs) and the flood profiles. The BFE is the regulatory requirement for the elevation or floodproofing of structures.
11. Flood Fringe means the area between the floodway boundary and limit of the 100-year flood.
12. Flooding means a volume of water that is too great to be confined within the banks or walls of a conveyance, pipes of conveyance, or stream channel and overflows onto adjacent lands.
13. Floodplain means the land area adjoining a river, stream, watercourse, or lake that has been or may be covered by floodwater.
14. Floodway (Regulatory) means the channel of a river or other watercourse and the adjacent land areas that must be reserved to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.
15. Grading means altering ground surfaces to specified elevations, dimensions, and slopes; this includes, but is not limited to, stripping, cutting, filling, stockpiling and shaping or any combination thereof and includes the land in its cut or filled condition.
16. Green space means an area of grass, trees, and other vegetation with no impervious surfaces, set apart for recreational or aesthetic purposes in an otherwise urban environment.
17. Impervious cover means a surface composed of any material that significantly impedes or prevents the natural percolation of water into the soil, which includes, but is not limited to, rooftops, buildings, streets and roads, and standard concrete or asphalt surface.
18. Inspection and maintenance agreement means a written agreement providing for the long-term inspection and maintenance of stormwater management facilities and practices on a site or with respect to a land development project that when properly recorded in the deed records of Chancery Clerk, constitutes a restriction on the title to a site or other land involved in a land development project. It is the intent of the City of Oxford that inspection

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and maintenance agreements shall become part of the covenants or other official documents that allow enforcement by interested parties.

19. Jurisdictional wetland means an area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation, as determined by the U.S. Army Corps of Engineers.
- ~~20.~~ Land development means any land change, including, but not limited to, clearing, digging, grubbing, stripping, removal of vegetation, dredging, grading, excavating, transporting and filling of land, construction, paving, and any other installation of impervious cover.
- ~~21.~~ 20. Land development activities mean those actions or activities that comprise, facilitate, or result in land development.
21. Land development project means a discrete land development undertaking.
22. Land disturbance for purposes of this article, means any grading, filling, draining, excavating, ditching or other earthmoving operation which could result in damage to adjacent lands, public or private, from erosion to it or siltation thereof shall be deemed land-disturbance activity. The cutting of trees (i.e., silviculture) that does not create or aggravate erosion shall not be deemed land-disturbance.
- ~~22.~~ 23. Land disturbance permit means a permit issued by the City of Oxford for the construction or alteration of the ground.
- ~~23.~~ 24. Low impact design (LID) means an engineered system that strengthens and mimics natural hydrologic functions and processes using plants and soil to slow, filter, evapotranspire, and infiltrate stormwater runoff close to its source; or the capture and reuse of stormwater runoff.
- ~~24.~~ 25. Natural Condition means the natural vegetative cover of the land as it would have existed before any form of development. For this article, the natural vegetative cover is defined as a combination of 50 percent woods and 50 percent grass in good condition.
- ~~25.~~ 26. New development means a land development activity on a previously undeveloped site.
- ~~26.~~ 27. Nonstructural stormwater management practice means any natural or planted vegetation or other nonstructural component of the stormwater management plan that provides for or enhances stormwater quantity and/or quality control or other stormwater management benefits and includes, but is not limited to, riparian buffers, open and green space areas, overland flow filtration areas, natural depressions, and vegetated channels.
- ~~27.~~ 28. Off-site facility means a stormwater management facility located outside the boundaries of the site (e.g., regional facility).
- ~~28.~~ 29. On-site facility means a stormwater management facility located within the boundaries of the site.
- ~~29.~~ 30. Overbank flood protection means measures taken to prevent an increase in the frequency and magnitude of out-of-bank flooding (i.e., flow events that exceed the capacity of the channel and enter the floodplain), and that are intended to protect downstream properties from flooding up to the 25-year frequency storm events.

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- ~~30~~~~31~~. Owner means the legal or beneficial owner of a site, including but not limited to, a mortgage or vendee in possession, receiver, executor, trustee, lessee, or other person, firm or corporation in control of the site.
- ~~31~~~~32~~. Permit means any permit issued by the City of Oxford to the applicant that is required for undertaking any land development activity.
- ~~32~~~~33~~. Person means, except to the extent exempted from this article, any individual, partnership, firm, association, joint venture, public or Private Corporation, trust, estate, commission, board, public or private institution, utility, cooperative, city, county or other political subdivision of the state, any interstate body, or any other legal entity.
- ~~33~~~~34~~. Post-development refers to the period, or the conditions that may reasonably be expected or anticipated to exist, after completion of the land development activity on a site as the context may require.
- ~~34~~~~35~~. Pre-development refers to the period or the natural conditions that existed, on a site before the commencement of a land development project and at the time that plans for the land development of a site are approved by the City of Oxford. Where phased development or plan approval occurs, which includes but is not limited to demolition, preliminary grading, roads, and utilities, the conditions at the time before issuance of the first project-related approval or permit shall represent pre-developed conditions.
- ~~35~~~~36~~. Project means the proposed development.
- ~~36~~~~37~~. $Q_{(year)}$ means the peak rate of discharge (peak flow) for a given recurrence storm event.
- ~~37~~~~38~~. Redevelopment means a land development project or addition on a previously developed site.
- ~~38~~~~39~~. Regional facility means an off-site stormwater management facilities designed to control stormwater runoff from multiple properties, where the owners or developers of the individual properties may assist in the financing of the facility, and the requirement for site-specific on-site controls may be either eliminated or reduced.
- ~~39~~~~40~~. Responsible party means the owner or owner's agent.
- ~~40~~~~41~~. Retention basin or wet pond is a basin that is designed to maintain a static pool of water and have additional storage to detain excess stormwater runoff. The retention basin has outlets to release the excess stormwater runoff at a controlled rate.
- ~~41~~~~42~~. Runoff means the flow of surface water resulting from precipitation.
- ~~42~~~~43~~. Runoff reduction means the interception, evapotranspiration, infiltration, or capture and reuse of stormwater runoff.
- ~~43~~~~44~~. Site means the parcel of land being developed, or the portion thereof, on which the land development project is located.
- ~~44~~~~45~~. Stormwater management means the collection, retention, detention, conveyance, storage, treatment, and disposal of stormwater runoff in a manner intended to prevent increased flooding, streambank channel erosion, habitat degradation, and water quality degradation, and to enhance and promote the public health, safety, and general welfare.
- ~~45~~~~46~~. Stormwater management facility means any infrastructure that controls or conveys stormwater runoff.

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~~46.47.~~ Stormwater management plan means the document describing how existing runoff characteristics will be affected by a land development project and containing measures for complying with the provisions of this article. It is a written narrative containing engineering drawing depicting how and where stormwater management facilities will be installed on the site, modeling and runoff calculations results, and inspection and maintenance agreement.

Section 98-112. APPLICABILITY

A. Development and Redevelopment.

The standards found in this article apply to any new development or redevelopment site that meets one or more of the following:

1. Any development which requires a Site Plan Review according to the City of Oxford's Land Development Code; or
2. New development that involves the creation of any impervious cover greater than 2000 square feet; or
3. New development that involves land development activities of one disturbed acre or more; or
4. Redevelopment that involves land development activity of one disturbed acre or more; or
5. Redevelopment that includes the addition or creation of 500 square feet or more of impervious cover; ~~or~~
- ~~6. Demolition that leaves in place more than 500 square feet of impervious cover within the area of demolition, unless building permit application for replacement structure or use that includes appropriate stormwater management is in place.~~

B. Exemptions.

The City Engineer, in conjunction with the Planning Director, may exempt from any requirements of this article any minor project(s), that in the engineer's professional judgment, an exemption would be in the best interest of the City of Oxford. Examples of minor work include but are not limited to:
~~The City Engineer may exempt from the requirements of this article any minor project(s), that in their professional judgment, an exemption would be in the best interest of the City of Oxford.~~

1. Installations or modifications to existing structures to accommodate Americans with Disability Act (ADA) requirements, including but not limited to elevator shafts, handicapped access ramps and parking, and enlarged entrances or exits;
2. Installation of hardscape less than 2,000 square feet, such as uncovered parking, pedestrian, or patio areas, which utilize pervious pavement or other appropriate infiltration techniques; and
3. Construction of a new driveway or the replacement of an existing driveway to access a single-family residential development.

Section 98-113. DESIGNATION OF ORDINANCE ADMINISTRATOR.

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The City Engineer or his/her designee is hereby appointed to administer and implement the provisions of this article.

Section 98-114. COMPATABILITY WITH OTHER REGULATIONS.

A. Compatibility with other regulations.

1. The requirements of this article are in addition to the requirements of any other ordinance, rule, regulation, or other provision of law. Where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation, or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.
2. During any permitted construction activity, erosion, and sedimentation control best management practices, as ~~set forth~~ outlined in Article IV of Chapter 98, shall be implemented to prevent the migration of any sediment into any perennial streams, intermittent streams, stream buffer, waters of the state, and other public or private properties.

Section 98-115. MINIMUM REQUIREMENTS

For all development and redevelopment activities, including single-family residential and those which are otherwise exempt from this article, the following minimum requirements shall apply:

1. Lots and buildings shall be developed in a manner to ensure that stormwater exiting individual parcels or lots under post-developed conditions approximates the same discharge points as the pre-developed condition, does not adversely impact the adjacent parcels or lots as a result of concentrated flows, flooding, erosion, or deposits of silt or sediment;
2. The stormwater discharge from a downspout, cistern, or any water collection device shall be located a distance of no less than ten (10) feet from common property line and oriented, so the direction of concentrated flow is not toward the adjacent property line;
- ~~2.3. For properties located within areas having set back limits less than ten (10) or zero lot lines,~~
the direction of concentrated flow is not toward the adjacent property;
- ~~3.4. Discharge from any downspout existing-exiting~~ the lots and buildings must be dissipated, infiltrated, or diverted such that flows will not be concentrated; and
- ~~4.5. No person shall erect, construct, or otherwise permit any obstruction that prevents the natural or contained the-flow of water to any component of a stormwater system unless such obstruction is allowed as part of a permit approved under this article.~~

Section 98-116. PROCEDURES AND REQUIREMENTS

A. Procedures and requirements.

1. Plans consistent with the requirements of this ordinance shall be reviewed as part of the development or site plan.
2. Upon completion of the project, the applicant or responsible party shall submit the stormwater engineer's certification and as-built plan as required by section 98-121(~~2B~~) of

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~~this article. If the as-built differs substantially from the approved plan but is still acceptable~~
to the City of Oxford, then the applicant or responsible party shall update all pertinent submittals and the recorded inspection and maintenance agreement upon approval of the City of Oxford.

Section 98-117. SUBMITTAL REQUIREMENTS

- A. The stormwater management plan shall detail how post-development stormwater runoff or discharge will be controlled or managed and how the proposed project will meet the requirements of this article, including the performance criteria ~~set forth~~outlined in section 98-118 of this article.
- B. This plan shall be ~~in accordance with~~by the criteria established in this section and must be submitted with the stamp and signature of a professional engineer (PE) licensed in the State of Mississippi, who must verify that the design of all stormwater management facilities and practices meet the submittal requirements and criteria in this article. Plans and studies shall be in a format that itemizes each of the requirements in section 98-117(C) of this article, including performance criteria ~~set forth~~outlined in section 98-118 and minimum requirements in section 98-115 of this article.
- C. The stormwater management plan must ensure that the requirements and criteria in this article are met and that opportunities are being taken to minimize adverse post-development stormwater runoff impacts from the development. The plan shall consist of maps, narrative, and support design calculations (hydrologic and hydraulic) for the proposed stormwater management facility. The plan shall include all of the applicable design requirements; this includes but is, not limited to, the following:
 1. Common address and legal description of site or property;
 2. Vicinity map;
 3. Existing ~~(pre-developed)~~ conditions and proposed site plans, which illustrate at a minimum:
 - a. Existing and proposed topography;
 - b. Perennial and intermittent streams and/or other surface water features;
 - c. Location of any protected ecologic areas and wetlands;
 - d. Location of existing stormwater conveyances and control facilities;
 - e. FEMA Flood Insurance Rate Map flood zone designations, flood zone boundaries, and if applicable base flood elevations;
 - f. Mapping of the predominant soil types;
 - g. Boundaries of existing predominant vegetation and proposed limits of clearing and grading; and
 - h. Location of existing and proposed roads, buildings, parking areas, and other impervious surfaces.
 - a. Existing and proposed topography;
 - b. Perennial and intermittent streams;

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- e. ~~FEMA Flood Insurance Rate Map flood zone designations, flood zone boundaries, and if applicable base flood elevations;~~
- d. ~~Mapping of the predominant soil types;~~
- e. ~~Boundaries of existing predominant vegetation and proposed limits of clearing and grading; and~~
- f. ~~Location of existing and proposed roads, buildings, parking areas, and other impervious surfaces.~~

~~For re-development sites, pre-development conditions shall be modeled using the established guidelines in section 98-118 of this article.~~

- 4. ~~Infiltration rates. Infiltration rates shall be determined by on-site soil analysis or a percolation test as determined acceptable to the City Engineer;~~
- 4. Hydrologic analysis. Hydrologic analysis of the development for stormwater runoff rates, volumes, and velocities shall be conducted and include:
- 5. ~~Existing (pre-development) conditions hydrologic analysis. The hydrologic analysis for stormwater runoff rates, volumes, and velocities, and shall include:~~
 - a. A topographic map of the pre-developed and post-developed site conditions with the basin boundaries indicated;
 - b. Acreage, soil types and land cover of areas for each sub-basin that is part of the development and hydrologic analysis;
 - c. Analysis of runoff from off-site areas upstream of the development that flow onto or enter it;
 - d. The direction of flow and locations where flow exits from the site;
 - e. Calculations for determining the runoff volume for each sub-basin for the development project to meet the post-development stormwater management performance criteria in section 98-118 (A) of this article;
 - f. The location and boundaries of proposed protected natural feature and conservation areas;
 - g. Documentation and calculations for any applicable site design credits that are being utilized;
 - h. Methodologies, assumptions, site parameters, and supporting design calculations used in analyzing the site hydrology; and
 - i. The name of the modeling software used for the hydrologic analysis and a copy of the model file.
 - a. ~~A topographic map of existing site conditions with the drainage basin boundaries indicated;~~
 - b. ~~Acreage, soil types and land cover of areas for each sub-basin affected by the project;~~
 - c. ~~All perennial and intermittent streams and other surface water features;~~
 - d. ~~All FEMA Flood Insurance Rate Map flood zone designations, flood zone boundaries, and if applicable base flood elevations;~~
 - e. ~~All existing stormwater conveyances and control facilities;~~
 - f. ~~The direction of flow and locations where flow exits from the site;~~
 - g. ~~Analysis of runoff provided by off-site areas upstream of the project site; and~~

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- h. ~~Methodologies, assumptions, site parameters, and supporting design calculations used in analyzing the site hydrology.~~
- ~~For redevelopment sites, pre-development conditions shall be modeled using the established guidelines in section 98-118 of this article.~~
- 6. ~~Post-development conditions hydrologic analysis. The post-development hydrologic analysis for stormwater runoff rates, volumes, and velocities, which shall be calculated using the SCS method, and include:~~
 - a. ~~A topographic map of developed site conditions with the post-development drainage basin boundaries indicated;~~
 - b. ~~TotalThe total area of post-development impervious surfaces and other land cover areas for each sub-basin affected by the project;~~
 - c. ~~Calculations for determining the runoff volume for each sub-basin for the development project to meet the post-development stormwater management performance criteria in section 98-118 of this article;~~
 - d. ~~Location and boundaries of proposed natural feature protection and conservation areas; documentation and calculations for any applicable site design credits that are being utilized; and~~
 - e. ~~Methodologies, assumptions, site parameters and supporting design calculations used in analyzing the site hydrology.~~
- ~~For a subdivision of land or planned development, post-development runoff volumes, rates, and velocities shall be calculated based on the built-out conditions of the entire parcel to be subdivided, regardless of future ownership of individual lots. Estimates of impervious surfaces of lots shall be made using the runoff curve numbers for residential districts by average lot size, rounded down to the next smallest lot size, given in USDA Technical Release 55 (Cronshey, McCuen, Miller, Rawls, Robbins, and Woodward (June 1986): Urban Hydrology for Small Watersheds—Technical Release 55 (TR-55) (2nd Ed.). Washington, D.C.: U.S. Dept. of Agriculture, Soil Conservation Service, Conservation Engineering Division).~~
- 7.5. Stormwater management facility. The description, scaled drawings and design calculations for the proposed post-development stormwater management facility, which shall include:
 - a. A map and/or drawing of the stormwater management facilities, including the location of nonstructural site design features and the placement of existing and proposed stormwater controls, including design water surface elevations, storage volumes available from zero to maximum head, location of inlet and outlets, location of bypass and discharge systems, and all orifice/restrictor sizes;
 - b. A narrative describing how the selected stormwater controls will be appropriate and effective;
 - c. Cross-section and profile drawings and design details for each of the stormwater controls in the system, including supporting calculations to show that the facility is designed according to the applicable design criteria;
 - d. Hydrologic and hydraulic analysis of the stormwater management facility for all applicable design storms (including stage-storage or outlet rating curves, and inflow and outflow hydrographs);

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- e. Documentation and supporting calculations to show that the stormwater management facility adequately meets the post-development stormwater management performance criteria in section 98-118 of this article; and
 - f. Drawings, design calculations, elevations and hydraulic grade lines for all existing and proposed stormwater conveyance elements including stormwater drains, pipes, culverts, catch basins, channels, swales and areas of overland flow;
6. Infiltration rates. Infiltration testing is required when the stormwater management system includes design elements that require accounting for infiltration. The design must be backed by site-specific testing. For mass graded sites, infiltration testing will be conducted after the completion of grading. Infiltration testing results shall be included as part of the stormwater management plan. Infiltration testing method(s) shall be approved by the City Engineer before testing.
7. Depth of groundwater. At least one soil boring is required at the location of each storage basin. An addition soil boring will be taken at the location of any storage basin that has an area greater than 1000 square feet. The boring will be logged and the boring log included as part of the stormwater management plan. The boring will be advanced to a depth of at least five (5) below the lowest elevation point of the storage basin. The borehole will be left open for 24 hours, and at the end of the period, if water is present, the depth to water will be measured and noted on the boring log.
8. For a residential subdivision of land or planned residential development, post-development runoff volumes, rates, and velocities shall be calculated based on the built out conditions of the entire parcel to be subdivided, regardless of future ownership of individual lots. Estimates of impervious surfaces of lots shall be made using the runoff curve numbers for residential districts by average lot size, rounded down to the next smallest lot size, given in USDA Technical Release 55 (Cronshey, McCuen, Miller, Rawls, Robbins, and Woodward (June 1986). Urban Hydrology for Small Watersheds - Technical Release 55 (TR-55) (2nd Ed.). Washington, D.C.: U.S. Dept. of Agriculture, Soil Conservation Service, Conservation Engineering Division).
- 8.9. Landscaping. Stormwater management facilities shall be screened, where possible, using natural topography and natural vegetation. In lieu thereof, these facilities shall have planted trees and vegetation such as shrubs and permanent ground cover on their borders as specified under Section 5.7 of City of Oxford's Land Development Code. Basins located adjacent to a road shall have their interior screened from view where possible by an elevated berm and landscaping Section 5.7 of City of Oxford's Land Development Code. A drawing detailing the location of landscaping features and vegetation shall be included in the stormwater management plan. Maintenance of landscaping features and vegetation, and practices employed to ensure the preservation of adequate vegetative cover will be included in the operations and maintenance plan.
- D. Operation, Inspection, and Maintenance Plan. A standalone document shall be required with a detailed description of ongoing operations, inspection, and maintenance procedures for the stormwater management facilities and practices to ensure their continued function as designed and constructed or preserved. This plan will identify the parts or components of a stormwater

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management facility or practice that need regular or periodical inspection and maintenance, and the equipment and skills or training necessary. The plan shall include:

1. A narrative describing how the stormwater management facility is designed to function, including capture, runoff control, water quality treatment, channel protection and flood protection;
 2. A narrative describing ongoing operations, inspection, and maintenance procedures for all stormwater management facilities and practices as shown in the stormwater management plan;
 3. An inspection and maintenance schedule, with a description of maintenance tasks, identification of responsible parties for ongoing maintenance, description of funding source, and a review of access and safety issues; and
 4. What provisions for the periodic review and evaluation of the effectiveness of the operations, inspection, and maintenance program and the need for revisions.
- E. Maintenance access easements. The owner or responsible party must ensure access from public right-of-way to stormwater management facilities and practices requiring regular maintenance at the site for inspection and repair by securing all the maintenance access easements needed on a permanent basis. Such access shall be sufficient for all necessary equipment for maintenance activities. Include all such easements on all plats, surveys, and site plans.
- F. Operation, inspection, and maintenance agreements. The owner must execute an inspection and maintenance agreement binding on all subsequent owners of land served by an on-site stormwater management facility or practice ~~in accordance with~~ by section 98-120 of this article.

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Section 98-118. PERFORMANCE CRITERIA FOR STORMWATER MANAGEMENT

For all new developments, the following performance criteria shall be applied. For redevelopment, any impervious features such as but not limited to sidewalks, driveways, parking lots, roofs, etc. that are left undisturbed by land disturbance activities may be exempted from the following performance criteria at the discretion of the City Engineer. Any undisturbed impervious areas exempted from performance criteria by the City Engineer may be counted as impervious cover for pre-development runoff rate calculations.

~~For new developments, the following performance criteria shall be applied. For redevelopment, the following performance criteria shall be applied with the exception, and at the discretion of the City Engineer, any impervious features such as but not limited to sidewalks, driveways, parking lots, roofs, etc. that are left undisturbed. These undisturbed areas may be counted as impervious cover for pre-development runoff rate calculations instead of being treated as a natural condition.~~

A. Limitation on Stormwater Runoff Calculations

The stormwater management facility will be designed so that, except in unusual circumstances, the rate of runoff of surface water from the site, in the condition in which it is proposed to be developed, will not exceed the rate of runoff from the site in its ~~its~~ undeveloped or natural condition as generated by the 2, 10, 25, and 100-year storm events. Runoff rates and volumes shall be calculated using the Soil Conservation Service (SCS) Method. The Rational Method is not acceptable for storage volume calculations. The Rational Method may only be used for pipe conveyance calculations.

For the SCS Method, a Type II rainfall distribution and a shape factor of 483.4 (484) will be used. The 24-hour duration precipitation frequency values to be used with the SCS Method are 4.25 inches for the 2-year storm, 5.21 inches for the 10-year storm, 7.01 inches for the 25-year storm, and 8.75 inches for the 100-year storm.

Time of concentration (Tc) shall be estimated using the methods given in the U.S. Department of Agriculture, National Resources Conservation Service, Part 630 National Engineering Handbook, Chapter 15, Time of Concentration, 630.1502 Methods for Estimating Time of Concentration. The watershed lag method may not be used to estimate time of concentration for ~~post-developed~~ urbanized site conditions. A minimum time of concentration of five (5) minutes will be used for storage volume calculations.

~~In addition to the requirement listed above, it shall be the responsibility of the developer to ensure that the runoff of the 2, 10, 25, and 100-year storm events do not create flooding within 500 feet of any runoff exit point from the property which did not pre-exist the development. The developer and his engineer shall also ensure that any pre-existing flooding is not worsened by the runoff leaving the site.~~

B. Storage Capacity

Stormwater management facilities shall be designed with sufficient capacity to accommodate all runoff caused by the development more than that runoff which would occur from the site if left in

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its natural, undeveloped condition. This storage shall accommodate excess runoff for the 2, 10, 25, and 100-year storms of 24-hour duration.

C. Discharge Rate

The peak flow (Q_{year}) shall be calculated for the 2, 10, 25 and 100-year storms. The cumulative peak flow for the development, runoff captured by stormwater management facilities plus uncaptured runoff, must be less than or equal to the cumulative peak flow for the site if left in its natural condition. The peak flows shall not be increased at any discharge point, including areas of uncaptured runoff, for any storm, up to and including the 100-year storm (Q_{100}).

D. ~~Discharge Velocities~~ Energy Dissipation

All culvert outlets and flumes are required to have energy dissipating treatments to minimize erosion due to scouring and to maintain channel stability. Approved energy dissipating treatments include stilling basins, streambed level dissipators, and riprap basins and aprons. All energy dissipating treatments shall be designed by design criteria outlined in U.S. Department of Transportation, Federal Highway Administration, Hydraulic Engineering Circular No. 14, Third Edition Hydraulic Design of Energy Dissipators for Culverts and Channels. Supporting design calculations shall be included as part of the stormwater management plan. ~~Post-development discharge velocity from the stormwater management facilities and any disturbed areas that are uncaptured shall not exceed three (3) feet per second. Energy dissipators shall be required at all points of discharge into and from a stormwater management facility to prevent scouring and erosion. Energy dissipators may consist of but are not limited to, riprap aprons, riprap basins, and baffled outlets.~~

E. Point of Discharge

A surface outlet for a stormwater management facility's control structure cannot discharge within 40 feet of an adjacent property line unless a drainage easement on to or across the adjacent property is provided or conditions warrant special consideration. The City Engineer may give special consideration to discharge into a major receiving stream; provided provisions are taken to ensure that the integrity of the receiving stream is protected. If the pre-developed site consists of multiple drainage basins, post-development discharge cannot exceed the discharge rate of the pre-development basins.

F. Conveyance

Storm drainage shall be comprised of minor (active) and major (passive) components. These components function to remove excess runoff produced by precipitation and convey it offsite and/or to a stormwater management facility with minimum inconvenience, life hazard, and property damage. The minor storm drainage component includes the following facilities: curb and gutter area of the street, roadside ditches, inlets, storm sewers, culverts, channels, or other conveyance designed to convey the runoff from the 25-year storm. The major storm drainage component comes into operation once the minor component's conveyance capacity is exceeded. The major drainage component may consist of excess capacity in storm sewers, culverts, curb and gutter area of the street, property line drainage swales, and other natural and lined channels. The

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major component shall have the capacity to convey runoff more than the 25-year storm up to and including the 100-year storm to a stormwater management facility's detention basin, underground basin, or retention basin.

~~G.~~ Channel Stability

~~The stormwater runoff from the proposed development shall not increase channel instability downstream.~~

~~H.G.~~ Stormwater Management Facilities in Floodplains

If stormwater management facility is located within a floodplain of a major stream, no storage volume for the facility may be provided below the base flood elevations established for that floodplain. Special consideration may be given by the City Engineer if no alternate location of the stormwater management facility is practical.

~~I.H.~~ Stormwater Bypass

Drainage systems shall have adequate capacity to bypass, through the development, flow from all upstream areas.

~~J.I.~~ Stormwater Management - Construction

Stormwater management shall be implemented during all stages of site development. Stormwater management facilities shall be implemented as part of the initial land disturbance activities and incorporated into the developments erosion control plan. Erosion control measures such as stormwater retention devices or sediment traps may be used as temporary stormwater management facilities during the developments construction process. At a minimum, a temporary stormwater management facility must be capable of manage runoff from the 2 and 10-year storm events. Stormwater management facilities, permanent or temporary, must be properly maintained during all stages of site development. Stormwater management shall be implemented during all stages of site development. Stormwater management facilities should be constructed as part of the initial land disturbance process. Temporary stormwater pollution prevention facilities, such as silt/sediment ponds may be used as temporary stormwater management facilities during site development. At a minimum, a temporary stormwater management facility must be capable of manage runoff from the 2 and 10-year storm events.

~~K.J.~~ Stormwater Management - Phased Development

For phased developments, the stormwater manage facilities shall be designed so that at the end of each phase the development ~~is in compliance~~ complies with this article. As additional phases are developed, the stormwater management facilities may be expanded, control structures modified, and/or new stormwater facilities constructed to account for changes in site conditions.

~~L.K.~~ Detention Basins

1. The maximum designed depth of stormwater stored shall not exceed eight (8) feet. A minimum of one (1) foot of freeboard shall be provided, measured from the top of the peak water surface elevation for the 100-year storm event to the lowest point on the top of the pond, excluding the emergency spillway invert.

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2. ~~All dams or dikes shall be designed and constructed of earth fill according to accepted engineering standards.~~
3. The approach slopes of the basin shall conform as closely as possible to natural land contours. Regrading is allowable if necessary to keep exterior slopes at 4H:1V or flatter.
4. Interior basin slopes shall be 3H:1V or flatter.
5. The maximum interior height of a vertically walled detention pond is eight (8) built in four (4) foot high segments. Parts of a wall below the surface of the ground surface shall not be included in the measurement of height. A safety ledge a minimum of three (3) wide shall separate segments.
6. The material used for wooden bulkhead or retaining walls shall be treated to American Wood Protection standard UC4B Ground Contact - Heavy Duty or higher. All wooden bulkhead or retaining walls shall use tieback anchors.
7. Detention shall have a minimum length to width ratio of 1.5:1. The length shall be measured at the shortest flow path from the inlet to the outlet. For multiple inlets, the length shall be measured from the inlet furthest away from the outlet. A ratio of less than 1.5:1 may be approved at the discretion of the City.
8. Outlet control structures shall be designed as simply as possible, with automatic operation, while ensuring that they can be constructed or manufactured to the engineering specifications for the stormwater facility. No weir plate or riser orifice shall be fabricated in the field.
9. Outlet control structures shall be designed for multi-stage release to limit discharges into existing or planned downstream channels or conduits so as not to exceed predetermined safe capacities and not more than flows which would have occurred with the site in its natural condition for the 2, 10, 25, and 100-year storms.
10. Outlet control structures shall have no orifice smaller than three (3) inches in diameter. All orifices shall be protected by trash racks. No opening in the trash rack shall have an area more than one-half the size of the area of the orifice being protected. Two-stage trash racks, or screens having progressively smaller openings placed in series, are suggested. Curved or inclined trash racks designed that allow debris to rise with the water level are preferred. In all cases, trash racks shall be either hinged or removable to facilitate maintenance operations. For vertical risers, an anti-vortex device and trash rack shall be securely installed on top of the riser.
11. Energy dissipation measures shall be employed to ensure that the discharge does not increase downstream erosion.
12. Emergency spillway/overflow facilities shall be provided to pass runoff more than the 100-year storm event, up to the 500-year storm event unless positive measures are installed to control the inflow so as not to exceed the safe capacity of the basin. Emergency spillways shall be protected with concrete or grouted riprap.
13. The detention pond bottom shall have a concrete-lined low flow channel between inflow points and the outlet structure. The low flow channel shall have a minimum slope of 0.5% between all inflow points and the outlet structure.

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14. The detention basin bottom shall have a minimum cross slope of 1% perpendicular to the low flow channel.
15. All detention basins shall use a solid sod or seed for the final cover. The sod and seed variety should be suitable for wet locations. Sod shall be from a certified grower. Mass grading of the pond bottom should account for the thickness of the sod that the final design pond bottom elevation and slopes are achieved. Any areas of sod that die within two (2) months of placement shall be removed and replaced. If seed is used, germination should occur within 14 days, and 80% coverage achieved within two (2) months. If coverage is not achieved with seeding, then at the discretion of the City Engineer, solid sod may be required.
16. Detention basins shall be designed to drain completely and not retain any standing water 48-hours after a given storm event. A detention basin that fails to drain within this period shall be in violation of this article subject to the enforcement provisions and penalties outlined in this article.
- ~~13. The detention pond bottom shall have a minimum slope of 1% between inflow points and the outlet structure.~~
- ~~14. The detention pond bottom shall have a paved or concrete lined low flow channel between inflow points and the outlet structure.~~
- ~~15. Detention basins shall be designed to drain completely and not retain any standing water 48 hours after the discharge period for a given storm event. A pond that fails to drain within this period shall be subject to the requirements of the City of Oxford's mosquito control ordinance.~~
- ~~16.~~ 17. Detention basins shall be enclosed by a six (6) foot fence when required by the City Engineer.

M.L. Underground Basin

1. Outlet control structures shall be designed as simply as possible, with automatic operation, while ensuring that they can be constructed or manufactured to the engineering specifications for the stormwater facility. No weir plate or riser orifice shall be fabricated in the field.
2. Outlet control structures shall be designed for multi-stage release to limit discharges into existing or planned downstream channels or conduits so as not to exceed predetermined safe capacities and not more than flows which would have occurred with the site in its natural, undeveloped condition for the 2, 10, 25, and 100-year storms.
3. Outlet control structures shall have no orifice smaller than three (3) inches in diameter. All orifices shall be protected by trash racks. No opening in the trash rack shall have an area more than one-half the size of the area of the orifice being protected. Two-stage trash racks, or screens having progressively smaller openings placed in series, are suggested. Curved or inclined trash racks designed that allow debris to rise with the water level are preferred. In all cases, trash racks shall be either hinged or removable to facilitate maintenance operations. For vertical risers, an anti-vortex device and trash rack shall be securely installed on top of the riser.

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4. Adequate maintenance access must be provided for all underground basins. All underground basins shall provide access to the inlet end and outflow structure. Access openings can consist of a standard manhole, grate, solid cover, or a removable panel.
5. Underground basins shall be considered a confined space and treated as such for entry purposes.
6. Underground basins shall be evaluated for 500-year storm event to ensure there are no unintended consequences due to the routing of the discharge when the underground basin exceeds storage capacity.
7. Watertight underground basins shall have a minimum slope of 0.5% between highest invert point of the storage chamber and the outlet structure. Non-watertight underground basins with the ability to infiltrate water through the storage chambers bottom may be designed with a zero slope. Underground basins shall have a minimum slope of 0.5% between highest invert point and the outlet structure.
8. Underground basins shall be designed to drain completely and not retain any standing water 48-hours after a given storm event. An underground detention basin that fails to drain within this period shall be in violation of this article subject to the enforcement provisions and penalties outlined in this article. ~~shall be designed to drain completely and not retain any standing water 48 hours after the discharge period for a given storm event. Underground basins that fail to drain within this period shall be subject to the requirements of the City of Oxford's mosquito control ordinance.~~

N.M. Retention Basin

1. Retention basins shall have a minimum length to width ratio of 1.5:1. The length shall be measured at the shortest flow path from the inlet to the outlet. The location of the outlet structure within the basin shall maximize travel time from the inlet to the outlet.
2. The depth of the permanent pool, before the introduction of excess stormwater, shall be greater than three (3) feet. The minimum depth of the permanent pool must be maintained year round. For retention basins not situated on a perennial stream, an irrigation water source may be required to maintain the minimum pool depth. ~~The depth of the permanent pool, before the introduction of excess stormwater, shall be greater than three (3) feet and a maximum of eight (8) feet.~~
3. Aeration facilities may be required, dependent on the quality of the influent and detention time and/or at the discretion of the City Engineer.
4. All dams or dikes shall be designed and constructed according to accepted engineering standards.
- 2.5. The interior slopes of the retention basin shall be of non-erosive material. For retention ponds and retention basins with interior side slopes steeper than 4H:1V or a static pool depth of four (4) feet or greater, the perimeter shall be surrounded by two benches: safety and aquatic. A safety bench shall extend approximately 5 feet outward from the normal water edge to the toe of the pond side slope. An aquatic bench shall extend approximately five (5) feet inward from the normal pool edge. The benches shall have a 10H:1V slope.

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- ~~3-6.~~ The maximum interior height of a vertically walled ~~retention pond~~ retention basin is eight (8) built in four (4) foot high segments. Parts of a wall below the surface of the ground surface shall not be included in the measurement of height. A safety ledge a minimum of three (3) wide shall separate segments.
- ~~4-7.~~ Retention basins with vertical interior walls shall have emergency egress steps or ladders.
- ~~5-8.~~ The material used for wooden bulkhead or retaining walls shall be treated to American Wood Protection standard UC4B Ground Contact - Heavy Duty or higher. All wooden bulkhead or retaining walls shall use tieback anchors.
- ~~6-9.~~ Retention basins with vertical interior walls shall be enclosed by a minimum four (4) foot high fence.
- ~~7-10.~~ The maximum designed depth of stormwater stored shall not exceed eight (8) feet. A minimum of one (1) foot of freeboard shall be provided, measured from the top of the peak water surface elevation for the 100-year storm event to the lowest point on the top of the pond, excluding the emergency spillway.
11. For emergency purposes, cleaning, or shoreline maintenance, retention basins shall be provided with equipment and/or devices to permit emptying and drainage of the permanent pool.
12. All slopes of a retention basins, above the static water elevation shall use a solid sod or seed for the final cover. The sod and seed variety should be suitable for wet locations. Sod shall be from a certified grower. Any areas of sod that die within two (2) months of placement shall be removed and replaced. If seed is used, germination should occur within 14 days, and 80% coverage achieved within two (2) months. If coverage is not achieved with seeding, then at the discretion of the City Engineer, solid sod may be required.
- ~~8-13.~~ Non-invasive aquatic plants and trees may be used along the submerged portion of the safety bench. An approved planting plan is required.
- ~~9-14.~~ Aeration facilities may be required, dependent on the quality of the influent and detention time and/or at the discretion of the City Engineer.
- ~~10-15.~~ Outlet control structures shall be designed as simply as possible, with automatic operation, while ensuring that they can be constructed or manufactured to the engineering specifications for the stormwater facility. No weir plate or riser orifice shall be fabricated in the field.
- ~~11-16.~~ Outlet control structures shall be designed for multi-stage release to limit discharges into existing or planned downstream channels or conduits so as not to exceed predetermined safe capacities and not more than flows which would have occurred with the site in its natural, undeveloped condition for the 2, 10, 25, and 100-year storms.
- ~~12-17.~~ Outlet control structures shall have no orifice smaller than three inches in diameter. All orifices shall be protected by trash racks. No opening in the trash rack shall have an area more than one-half the size of the area of the orifice being protected. Two-stage trash racks, or screens having progressively smaller openings placed in series, are suggested. Curved or inclined trash racks designed that allow debris to rise with the water level are preferred. In all cases, trash racks shall be either hinged or removable

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to facilitate maintenance operations. For vertical risers, an anti-vortex device and trash rack shall be securely installed on top of the riser.

~~13.18.~~ Energy dissipation measures shall be employed to ensure that the discharge does not increase downstream erosion.

~~14.19.~~ Emergency spillway/overflow facilities shall be provided to pass runoff more than the 100-year storm event, up to the 500-year storm event unless positive measures are installed to control the inflow so as not to exceed the safe capacity of the basin. Emergency spillways shall be protected with concrete or grouted riprap.

~~15.20.~~ Retention basins shall be subject to the requirements of the City of Oxford's mosquito control ordinance.

Section 98-119. REGIONAL STORMWATER MANAGEMENT

A. The stormwater management plan for each land development project shall provide for stormwater management measures located on the site of the project unless provisions are made to manage stormwater by an off-site or regional facility. The City Engineer, with the approval of the Planning Commission, may make allowance for an off-site or regional facility based on development's location, lot size, and percentage of the lot used, stormwater management facility design, and other factors that the City Engineer in their professional opinion may deem relevant. The off-site or regional facility, if applicable, must comply with the following:

1. The off-site or regional facility must be on property legally dedicated for the purpose and this purpose run with the land by filing either deed, easement, or plat;
2. The off-site or regional facility must be designed and adequately sized to provide a level of stormwater quantity control that is equal to or greater than that which would be afforded by on-site practices in addition to developments on the site containing the stormwater management facility;
3. For purposes of use, only developments contiguous to the off-site or regional facility or developments that have obtained legally and binding easements allowing the transfer of stormwater across all properties involved to gain access to the off-site or regional facility are eligible;
4. A drainage easement for the conveyance of stormwater to the regional facility is required;
5. Approved operations, inspection, and maintenance plan;
6. There must be a legally obligated entity responsible for the long-term operation, inspection, and maintenance of the off-site or regional facility;
7. If more than one entity is to share the off-site or regional facility, appropriate agreements shall be in place, with the City of Oxford being party to the agreement, to ensure the agreements are not vacated without the knowledge of the City of Oxford; and
8. On-site measures shall be implemented, where necessary, to protect upstream and downstream properties and drainage channels from the site(s) to the off-site or regional facility.

B. A stormwater management plan that shows the adequacy of the off-site or regional facility must be submitted to and approved by the City Engineer and meet all the criteria ~~set forth~~outlined in this article.

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- C. To be eligible to use of an off-site or regional facility, the applicant must demonstrate to the satisfaction of the City Engineer that all criteria of this section have been met and that the use of an off-site or regional facility will not result in the following impacts:
1. Increased threat of flood damage to public health, life, and property;
 2. Deterioration of existing culverts, bridges, dams, and other structures;
 3. Accelerated streambank or streambed erosion or siltation;
 4. Degradation of in-stream biological functions or habitat; or
 5. Water quality impairment in violation of state water quality standards, and violation of any state or federal regulations.

Section 98-120. STORMWATER MANAGEMENT OPERATION, INSPECTION, AND MAINTENANCE AGREEMENT

- A. Before the issuance of any permit for a land development activity requiring a stormwater management facility or practice hereunder for which the City of Oxford requires ongoing maintenance, the owner or responsible party shall execute an ~~operation~~Operation, ~~inspection~~Inspection, and ~~maintenance~~Maintenance agreementAgreement. Such agreement shall be submitted before the issuance of any such permit and shall be binding on all appropriate successors in title of the site. The ~~operation~~Operation, ~~inspection~~Inspection, and ~~maintenance~~Maintenance Agreements may terminate or be amended if superseded by subsequent development approved by the City of Oxford. Any applicant for development will be required to obtain an ~~operation~~Operation, ~~inspection~~Inspection, and ~~maintenance~~Maintenance agreementAgreement for all proposed and existing stormwater management facilities on the property or regional stormwater management facilities.
- B. The operation, inspection, and maintenance agreement must be approved by the City of Oxford; and upon approval, properly recorded in the deed records of Lafayette County before issuance of the permit.
- C. Responsibility for the operation, inspection, and maintenance of the stormwater management facility or practice shall remain with the property owner and shall pass to any successor in title. If portions of the site are sold or otherwise transferred, the inspection and maintenance responsibility shall pass to the appropriate successor in title. Such transfers shall designate for each portion of the site, the responsible party to be permanently responsible for its inspection and maintenance and shall be recorded in the deed records for the property. The operation, inspection, and maintenance agreement shall identify by name or official title of the person responsible for carrying out the operation, inspection, and maintenance.
- D. Where a stormwater management facility exists on any property to be subdivided, including, but not limited to, subdivisions, planned developments, multifamily developments, or mixed-use developments, the facility shall be owned by the following:
1. If a property owners' association is created, the stormwater management facility shall be treated as a common area and the following provisions, at a minimum, shall be included in the property owners' association's bylaws or covenants:

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- a. Automatic compulsory membership in the property owners' association of all lot purchasers and their successors in title;
 - b. A fair and uniform method of assessment and collection/payment for dues, maintenance, and related costs;
 - c. Perpetual and continued inspection and maintenance liability for the required stormwater facility;
 - d. Filing of all required covenants, declarations, and restrictions with the deed records of Lafayette County; and
 - e. By prior arrangement for the transfer of ownership of the stormwater management facility in fair and equal parts to all lot owners in the case of the property owners' association dissolving.
2. If a property owners' association is not created, the stormwater management facility shall be owned by all appropriate successors in title to the land in the development sold or otherwise transferred. Costs associated with the operation, inspection, and maintenance of the stormwater facility shall be assessed equitably among all of the lots or common owners in the development.
- E. All subdivision plats shall include the following as part of the notes:
1. All common property areas/stormwater management facilities shall be maintained in perpetuity and cannot be developed for any other use which would limit or cause to limit the use of the common property areas/stormwater management facilities. The common property areas/stormwater management facilities shall be owned and maintained by the Property Owners Association or the development. Each property owner shall own a proportionate share of the common property areas/stormwater management facilities and shall bear their proportionate responsibility for the continued maintenance in accordance with the City of Oxford and Lafayette County ordinances.
 2. The common area parcel's AD VALOREM tax value shall be assessed to each lot owner on a prorated basis as part of each lot owner's total assessment.
 3. Lot owners shall each have 1/X (X.XX%) of the common property areas/stormwater management facilities as tenants in common and shall share equally in the maintenance, repair, and upkeep of both the common property areas/stormwater management facilities.
 4. A lot owner's Interest in the common property areas/stormwater management facilities cannot be severed from the interest in the lot.
- F. The operation, inspection, and maintenance agreement shall comply with the requirements of the Public Works Department and include, at a minimum, a description of the property, appropriate details of the stormwater management plan, an operations and maintenance agreement, and a plan for annual inspection.
- G. In addition to enforcing the terms of the operation, inspection, and maintenance agreement, the City of Oxford may also enforce all of the provisions for ongoing inspection and maintenance in section 98-122 of this article.
- H. Before the issuance of any permit for a land development activity requiring a stormwater management facility or practice hereunder, the owner or responsible party shall execute an

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indemnification and hold harmless agreement. The agreement shall state at a minimum, that the owner or responsible party shall indemnify and hold harmless the City of Oxford for any upstream or downstream damages due to structural, design, installation, maintenance or any other failure of the stormwater management facility.

Section 98-121. CONSTRUCTION, INSPECTION, AND FINAL CERTIFICATIONS OF ~~POST-DEVELOPMENT-A~~ STORMWATER MANAGEMENT SYSTEM

A. Inspections to ensure plan compliance during construction. Periodic inspections of the stormwater management system construction may be conducted by the staff of the City of Oxford or conducted and shall be certified by a professional engineer. Construction inspections shall utilize the approved stormwater management plan for establishing compliance.

1. All inspections shall be documented with written reports that contain the following information:

- a. The date and location of the inspection;
- b. Whether construction complies with the approved stormwater management plan;
- c. Variations from the approved construction specifications; and
- d. Any other variations or violations of the conditions of the approved stormwater management plan.

If any violations are found, the responsible party shall be notified in writing of the nature of the violation and the required corrective actions.

B. Final inspection and as-built plans. Upon completion of a project, and before final inspection or issuance of a certificate of occupancy, the applicant's engineer is responsible for certifying that the completed project is ~~in accordance with~~ by the approved stormwater management plan. All applicants or responsible parties are required to submit an electronic format as determined by the Public Works Department, and a paper format of the actual "as built" plans for any stormwater management facilities or practices after final construction is completed. The plan must show the "as built" configuration for all stormwater management facilities and practices and must be certified by a professional engineer. A final inspection by the City of Oxford is required before the release of any performance securities can occur.

Section 98-122. ONGOING INSPECTION AND MAINTENANCE OF STORMWATER FACILITIES AND PRACTICES

A. Annual inspections.

Maintenance of the stormwater management facilities is the responsibility of the owner. Such stormwater management facilities must be maintained in accordance with its approved maintenance plan and to its original design capability. As proof of compliance, the City of Oxford requires submittal of an annual inspection report prepared by an engineer registered in the State of Mississippi detailing the condition of the stormwater management facility and certifying its ability to meet its original design capability. If any deficiencies are reported in the engineering report or are found in the course of a City of Oxford inspection, the property owner must make necessary repairs or they shall be

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~~deemed to be in violation this ordinance and shall be subject to the provisions of Section 98-123.~~

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~~A-B.~~ Absence of an inspection and maintenance agreement.

The absence of an inspection and maintenance agreement shall not relieve the owner or responsible party from performing proper maintenance and inspection of the stormwater management facility. If the owner or responsible party fails or refuses to meet the requirements of this article, the City of Oxford may correct the violation as provided in section 98-122(5E) hereof.

~~B-C.~~ Pre-existing facilities.

For facilities constructed before the effective date of this article, the owner or responsible party shall perform proper maintenance of the stormwater management facility as required by the regulations in effect at the time the facility was approved. If the owner or responsible party fails or refuses to meet the requirements of this article, the City of Oxford may correct the violation as provided in section 98-122(5E) hereof.

~~C-D.~~ Maintenance inspection of stormwater facilities and practices.

The following shall apply to all sites regardless of the existence of an inspection and maintenance agreement:

1. Stormwater management facilities and practices included in a stormwater management plan must undergo ongoing inspections to document maintenance and repair needs and ensure compliance with the requirements of the agreement, the plan and this article.
2. A stormwater management facility shall be inspected on a periodic basis by the owner or responsible party. Such inspection shall be conducted by the approved operations, inspection, and maintenance agreement under section 98-120, or, in the absence of an inspection and maintenance agreement, by the requirements of this article. In the event that the stormwater management facility has not been maintained and/or becomes a danger to public safety or public health, the City of Oxford shall notify the party responsible for carrying out the maintenance plan by registered or certified mail, or by delivery in person of a notice of violation to the owner or the person specified in the inspection and maintenance agreement. The notice shall specify the measures needed to comply with the agreement and the plan, and shall specify the time within which such measures shall be completed. Failure of the City of Oxford to provide such notice shall not relieve the owner or responsible party from performing proper maintenance and inspection of the stormwater management facility. If the owner or responsible party fails or refuses to meet the requirements of the inspection and maintenance agreement, the City of Oxford may correct the violation as provided in section 98-122(5) of this article; and
3. Inspection programs by the City of Oxford may be established on any reasonable basis, including but not limited to routine inspections, random inspections, inspections based upon complaints, or other notice of possible violations, and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include, but are

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not limited to reviewing maintenance and repair records, and evaluating the condition of stormwater management facilities and practices.

~~D.E.~~ Records of maintenance activities.

Parties responsible for the operation and maintenance of a stormwater management facility shall maintain records of all maintenance and repairs and provide copies to the Public Works Department upon request.

~~E.F.~~ Failure to maintain.

If an owner or responsible party fails or refuses to meet the requirements of the inspection and maintenance agreement, the City of Oxford, after 30 days' written notice (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours' notice shall be sufficient), may correct a violation of the design standards or maintenance requirements by performing the necessary work to place the facility or practice in proper working condition. The City of Oxford may assess the owner of the facility for the cost of repair work which shall be a lien on the property and may be placed on the ad valorem tax bill for such property and collected ~~in the ordinary manner~~ ordinarily for such taxes.

Section 98-123. NOTICE OF VIOLATION

A. Notice of violation. If the City of Oxford determines that an owner or responsible party has failed to comply with the terms and conditions of a permit, site plan, an approved stormwater management plan, operation, inspection and maintenance agreement, indemnity agreement, or any provision of this article, it shall issue a written notice of violation to such owner or other responsible party. Where a person is engaged in an activity covered by this article without having first secured a permit, the notice of violation shall be served on the owner or the responsible party in charge of the activity being conducted on the site. The notice of violation shall contain:

1. The name and address of the owner or the applicant or the responsible party;
2. The address or other description of the site upon which the violation is occurring;
3. A statement specifying the nature of the violation;
4. A description of the remedial measures necessary to bring the action or inaction into compliance with the permit, the site plan, the stormwater management plan or this article and the date for the completion of such remedial action;
5. A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed; and
6. A statement that the determination of violation may be appealed to the municipal court by filing a written notice of appeal within 30 days after the notice of violation (except, that in the event the violation constitutes an immediate danger to public health or public safety, or where a person is taking action without a required permit, such a notice of violation must be appealed within 24 hours).

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Section 98-124. ENFORCEMENT

SAFEGUARD - DEMENT #2-1077

- A. Any action or inaction which violates the provisions of this article or the requirements of an approved stormwater management plan may be subject to the enforcement actions outlined in this section. Any such action or inaction which is continuous concerning time may be abated by injunctive or other equitable relief. The imposition of any of the penalties described in section 98-125 may be in addition to and shall not prevent such equitable relief.
- B. All development and redevelopment activities, including single-family residential development, shall comply with the minimum requirements under section 98-119 of this article. Failure to comply with the minimum requirements shall be a violation of this article subject to the enforcement provisions and penalties outlined in this article.
- C. The City of Oxford may enter the property at reasonable times and in a reasonable manner for inspection. ~~This includes the right to enter a property,~~ when it has a reasonable basis to believe that a violation of this article is occurring or has occurred, ~~or and to enter when necessary for abatement of a public nuisance or correction of a violation of this article.~~
- D. Any enforcement activities for violations of the provisions of this article which are also violations of Article IV of Chapter 98 for land-disturbing activities shall be undertaken under the provisions of Article IV of Chapter 98.
- E. Any enforcement activities for violations of the provisions of this article which are also violations of Article II of Chapter 34 for landscaping, shall be undertaken under the provisions of Article II of Chapter 34.

Section 98-125. PENALTIES

- A. In the event the remedial measures described in the notice of violation have not been completed within the time provided, or the notice of violation has not been appealed to the municipal court, any one or more of the following actions or penalties may be taken or assessed against the person to whom the notice of violation was directed.
- B. Upon expiration of the notice, the City of Oxford may notify the person in violation of its intent to seek penalties and of any other enforcement to be taken under this section. Before taking any of the following actions or imposing any of the following penalties, the City of Oxford shall first notify the owner or other responsible party in writing of its intended action, and shall provide not more than 72 hours (except, that in the event the violation constitutes an immediate danger to public health or public safety, or taking action without a required permit 24 hours notice shall be provided) to cure such violation. In the event the owner or other responsible party fails to cure such violation after such notice and cure period, the City of Oxford may take any one or more of the following actions or impose any one or more of the following penalties:
 - 1. Stop work order. The City of Oxford may issue a stop work order which shall be served on the owner or other responsible party. It shall stop all activities at the site except for the work required to remedy the violation or violations. The stop work order shall remain in effect until the owner or other responsible party has taken the remedial measures set forth ~~outlined~~ in the notice of violation or has otherwise cured the violation or violations described therein.

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SAFEGUARD - DEMENT 52-1077

2. Withhold certificate of occupancy. The City of Oxford may refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site until the owner or other responsible party has taken the remedial measures ~~set forth~~outlined in the notice of violation or has otherwise cured the violations described therein.
 3. Suspension, revocation, or modification of the permit. The City of Oxford may suspend, revoke, or modify the permit authorizing the land development project. A suspended, revoked, or modified permit may be reinstated after the owner or other responsible party has taken the remedial measures ~~set forth~~outlined in the notice of violation or has otherwise cured the violations described therein. Suspension, revocation, or modification of a permit shall not prohibit the responsible party from taking the necessary remedial measures to cure the violations.
 4. Criminal penalties. For intentional and flagrant violations of this article, any owner or other responsible party shall be guilty of a misdemeanor and subject to a fine not to exceed \$1000.00 or imprisoned for no more than ninety (90) days or both such fined and imprisonment. A continuance of a violation without reasonable effort on the part of the defendant to correct it shall be and constitute a new and separate offense each day.
 5. Liability. Implementation of this section does not reduce liability under any other applicable state or federal law, rule, or requirement.
- C. The remedies listed in this article are not exclusive of any other remedies available under any applicable federal, state, or local law. Each remedy listed in this subsection may be sought and imposed for each day of violation.

Section 98-126. MISCELLANEOUS

- A. Validity - If any term or provision of this ordinance shall be held to be unconstitutional or otherwise unenforceable, the remainder thereof shall not be affected thereby and shall remain in full force and effect.
- B. Conflict - All ordinances ~~heretofore previously~~ adopted on the subject of this ordinance which are in conflict herewith are hereby repealed, and the ~~application~~applicable provisions of the ordinance are substituted in their place.
- C. Variances - The City of Oxford Board of Adjustments shall have the power to authorize variances from the provisions or requirements of this ordinance as will not be contrary to the public interest. No variance from the strict application of any provision shall be granted unless it is found that:
 1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same District;
 2. Literal interpretation of the provisions of this ordinance would deprive the owner of rights commonly enjoyed by other properties in the same District under the terms of this ordinance;
 3. The special conditions and circumstances do not result from the actions of the applicant;

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4. ~~Granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same District.~~
- D. Review of Stormwater Management Plan - Review of each Stormwater Management Plan shall be completed as part of the site plan review process. A complete submittal must meet the requirements of Section 98-116.

Section 98-127. REPEALING CLAUSE

All ordinances, or resolutions of the Mayor and Board of Aldermen of the City of Oxford that conflict with the provisions of this ordinance shall be, and the same are hereby repealed, and rescinded, but only to the extent of such conflict.

Section 98-128. SEVERABILITY

If any provision of this ordinance is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such findings shall not affect the other provisions hereof, which shall remain in full force and effect

Section 98-129. EFFECTIVE DATE

This Ordinance shall become effective and be in force as provided by the law.

The above Ordinance having been 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 Aldermen _____, and the roll being called, the same was adopted 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 _____, 2018.

ROBYN TANNEHILL, MAYOR

ATTEST:

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ASHLEY ATKINSON, CITY CLERK

Pages included from this point forward were provided to the Planning Commission at the meeting and represent changes made after the Planning Commission reports were distributed. The July 9th changes are shown in blue.

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~~to facilitate maintenance operations. For vertical risers, an anti-vortex device and trash rack shall be securely installed on top of the riser.~~

- ~~13.18.~~ Energy dissipation measures shall be employed to ensure that the discharge does not increase downstream erosion.
- ~~14.19.~~ Emergency spillway/overflow facilities shall be provided to pass runoff more than the 100-year storm event, up to the 500-year storm event unless positive measures are installed to control the inflow so as not to exceed the safe capacity of the basin. Emergency spillways shall be protected with concrete or grouted riprap.
- ~~15.20.~~ Retention basins shall be subject to the requirements of the City of Oxford's mosquito control ordinance.

Section 98-119. REGIONAL STORMWATER MANAGEMENT

A. The stormwater management plan for each land development project shall provide for stormwater management measures located on the site of the project unless provisions are made to manage stormwater by an off-site or regional facility. The City Engineer, with the approval of the Planning Commission, may make allowance for an off-site or regional facility based on development's location, lot size, and percentage of the lot used, stormwater management facility design, and other factors that the City Engineer in their professional opinion may deem relevant. The off-site or regional facility, if applicable, must comply with the following:

- 1. The off-site or regional facility must be on property legally dedicated for the purpose and this purpose run with the land by filing either deed, easement, or plat;
- 2. The off-site or regional facility must be designed and adequately sized to provide a level of stormwater quantity control that is equal to or greater than that which would be afforded by on-site practices in addition to developments on the site containing the stormwater management facility;
- 3. On-site measures shall be implemented, where necessary, to protect upstream and downstream properties and drainage channels from the site(s) to the off-site or regional facility;
- ~~3.4.~~ For purposes of use, only developments contiguous to the off-site or regional facility or developments that have obtained legally and binding easements allowing the transfer of stormwater across all properties involved to gain access to the off-site or regional facility are eligible;
- ~~4.5.~~ A drainage easement for the conveyance of stormwater to the regional facility is required;
- ~~5.6.~~ Approved operations, inspection, and maintenance plan;
- ~~6.7.~~ There must be a legally obligated entity responsible for the long-term operation, inspection, and maintenance of the off-site or regional facility; and
- 8. If more than one entity is to share an off-site or regional facility, all such entities must provide the City with evidence that they have executed all agreements and easements necessary to allow such shared use, with all such agreements to contain language substantially similar to the language below:

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7.—The City of Oxford, Mississippi, shall be a third-party beneficiary of this agreement for the limited purpose of ensuring that the City is aware of any subsequent changes to the agreement. The parties agree that they shall each have an independent duty to inform the City in the event that this agreement, or any other instrument related to the detention facility described herein, is modified, vacated, or rescinded. If more than one entity is to share the off-site or regional facility, appropriate agreements shall be in place, with the City of Oxford being party to the agreement, to ensure the agreements are not vacated without the knowledge of the City of Oxford; and

8.9. On-site measures shall be implemented, where necessary, to protect upstream and downstream properties and drainage channels from the site(s) to the off-site or regional facility.

- B. A stormwater management plan that shows the adequacy of the off-site or regional facility must be submitted to and approved by the City Engineer and meet all the criteria set forth outlined in this article.
- C. To be eligible to use of an off-site or regional facility, the applicant must demonstrate to the satisfaction of the City Engineer that all criteria of this section have been met and that the use of an off-site or regional facility will not result in the following impacts:
 - 1. Increased threat of flood damage to public health, life, and property;
 - 2. Deterioration of existing culverts, bridges, dams, and other structures;
 - 3. Accelerated streambank or streambed erosion or siltation;
 - 4. Degradation of in-stream biological functions or habitat; or
 - 5. Water quality impairment in violation of state water quality standards, and violation of any state or federal regulations.

Section 98-120. STORMWATER MANAGEMENT OPERATION, INSPECTION, AND MAINTENANCE AGREEMENT

- A. Before the issuance of any permit for a land development activity requiring a stormwater management facility or practice hereunder for which the City of Oxford requires ongoing maintenance, the owner or responsible party shall execute an ~~operation~~ Operation, ~~inspection~~ Inspection, and ~~maintenance~~ Maintenance agreement. Such agreement shall be submitted before the issuance of any such permit and shall be binding on all appropriate successors in title of the site. The ~~operation~~ Operation, ~~inspection~~ Inspection, and ~~maintenance~~ Maintenance Agreements may terminate or be amended if superseded by subsequent development approved by the City of Oxford. Any applicant for development will be required to obtain an ~~operation~~ Operation, ~~inspection~~ Inspection, and ~~maintenance~~ Maintenance agreement for all proposed and existing stormwater management facilities on the property or regional stormwater management facilities.
- B. The operation, inspection, and maintenance agreement must be approved by the City of Oxford; and upon approval, properly recorded in the deed records of Lafayette County before issuance of the permit.

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- C. Responsibility for the operation, inspection, and maintenance of the stormwater management facility or practice shall remain with the property owner and shall pass to any successor in title. If portions of the site are sold or otherwise transferred, the inspection and maintenance responsibility shall pass to the appropriate successor in title. Such transfers shall designate for each portion of the site, the responsible party to be permanently responsible for its inspection and maintenance and shall be recorded in the deed records for the property. The operation, inspection, and maintenance agreement shall identify by name or official title of the person responsible for carrying out the operation, inspection, and maintenance.
- D. Where a stormwater management facility exists on any property to be subdivided, including, but not limited to, subdivisions, planned developments, multifamily developments, or mixed-use developments, the facility shall be owned by the following:
1. If a property owners' association is created, the stormwater management facility shall be treated as a common area and the following provisions, at a minimum, shall be included in the property owners' association's bylaws or covenants:
 - a. Automatic compulsory membership in the property owners' association of all lot purchasers and their successors in title;
 - b. A fair and uniform method of assessment and collection/payment for dues, maintenance, and related costs;
 - c. Perpetual and continued inspection and maintenance liability for the required stormwater facility;
 - d. Filing of all required covenants, declarations, and restrictions with the deed records of Lafayette County; and
 - e. By prior arrangement for the transfer of ownership of the stormwater management facility in fair and equal parts to all lot owners in the case of the property owners' association dissolving.
 2. If a property owner's association is not created, the stormwater management facility shall be owned by all appropriate successors in title to the land in the development sold or otherwise transferred. Costs associated with the operation, inspection, and maintenance of the stormwater facility shall be assessed equitably among all of the lots or common owners in the development.
- E. All subdivision plats shall include the following as part of the notes:
1. All common property areas/stormwater management facilities shall be maintained in perpetuity and cannot be developed for any other use which would limit or cause to limit the use of the common property areas/stormwater management facilities. The common property areas/stormwater management facilities shall be owned and maintained by the Property Owners Association or the development. Each property owner shall own a proportionate share of the common property areas/stormwater management facilities and shall bear their proportionate responsibility for the continued maintenance in accordance with the City of Oxford and Lafayette County ordinances.

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2. The common area parcel's AD VALOREM tax value shall be assessed to each lot owner on a prorated basis as ~~part of~~ each lot owner's total assessment.
3. For single use developments (e.g. residential), a lot owner shall have a 1/X (where X is the total number of lots) Interest in the common property areas/stormwater management facilities as tenants in common and shall share equally in the maintenance, repair, and upkeep of both the common property areas/stormwater management facilities.
- ~~3.4. For mixed use developments, a lot owner shall have Interest in the common property areas/stormwater management facilities as tenants in common and shall share equally in the maintenance, repair, and upkeep of both the common property areas/stormwater management facilities. A lot owner's Interest in the common property areas/stormwater management facilities shall be prorated by individual lot area divided by the total lot area of the development. Lot owners shall each have 1/X (X.XX%) of the common property areas/stormwater management facilities as tenants in common and shall share equally in the maintenance, repair, and upkeep of both the common property areas/stormwater management facilities.~~
- ~~4.5. A lot owner's Interest in the common property areas/stormwater management facilities cannot be severed from the interest in the lot.~~
- F. The operation, inspection, and maintenance agreement shall comply with the requirements of the Public Works Department and include, at a minimum, a description of the property, appropriate details of the stormwater management plan, an operations and maintenance agreement, and a plan for annual inspection.
- G. In addition to enforcing the terms of the operation, inspection, and maintenance agreement, the City of Oxford may also enforce all of the provisions for ongoing inspection and maintenance in section 98-122 of this article.
- H. Before the issuance of any permit for a land development activity requiring a stormwater management facility or practice hereunder, the owner or responsible party shall execute an indemnification and hold harmless agreement. The agreement shall state at a minimum, that the owner or responsible party shall indemnify and hold harmless the City of Oxford for any upstream or downstream damages due to structural, design, installation, maintenance or any other failure of the stormwater management facility.

Section 98-121. CONSTRUCTION, INSPECTION, AND FINAL CERTIFICATIONS OF POST-DEVELOPMENT A STORMWATER MANAGEMENT SYSTEM

- A. Inspections to ensure plan compliance during construction. Periodic inspections of the stormwater management system construction may be conducted by the staff of the City of Oxford or conducted and shall be certified by a professional engineer. Construction inspections shall utilize the approved stormwater management plan for establishing compliance.
 1. All inspections shall be documented with written reports that contain the following information:
 - a. The date and location of the inspection;
 - b. Whether construction complies with the approved stormwater management plan;
 - c. Variations from the approved construction specifications; and

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d. ~~Any other variations or violations of the conditions of the approved stormwater management plan.~~

If any violations are found, the responsible party shall be notified in writing of the nature of the violation and the required corrective actions.

- B. Final inspection and as-built plans. Upon completion of a project, and before final inspection or issuance of a certificate of occupancy, the applicant's engineer is responsible for certifying that the completed project is ~~in accordance with~~ by the approved stormwater management plan. All applicants or responsible parties are required to submit an electronic format as determined by the Public Works Department, and a paper format of the actual "as built" plans for any stormwater management facilities or practices after final construction is completed. The plan must show the "as built" configuration for all stormwater management facilities and practices and must be certified by a professional engineer. A final inspection by the City of Oxford is required before the release of any performance securities can occur.

Section 98-122. ONGOING INSPECTION AND MAINTENANCE OF STORMWATER FACILITIES AND PRACTICES

A. Annual inspections.

Maintenance of the stormwater management facilities is the responsibility of the owner. Such stormwater management facilities must be maintained in accordance with its approved maintenance plan and to its original design capability. As proof of compliance, the City of Oxford requires submittal of an annual inspection report prepared by an engineer registered in the State of Mississippi detailing the condition of the stormwater management facility and certifying its ability to meet its original design capability. If any deficiencies are reported in the engineering report or are found in the course of a City of Oxford inspection, the property owner must make necessary repairs or they shall be deemed to be in violation this ordinance and shall be subject to the provisions of Section 98-123.

~~A.~~B. Absence of an inspection and maintenance agreement.

The absence of an inspection and maintenance agreement shall not relieve the owner or responsible party from performing proper maintenance and inspection of the stormwater management facility. If the owner or responsible party fails or refuses to meet the requirements of this article, the City of Oxford may correct the violation as provided in section 98-122(~~§E~~) hereof.

~~B.~~C. Pre-existing facilities.

For facilities constructed before the effective date of this article, the owner or responsible party shall perform proper maintenance of the stormwater management facility as required by the regulations in effect at the time the facility was approved~~ed~~. If the owner or responsible party fails or refuses to meet the requirements of this article, the City of Oxford may correct the violation as provided in section 98-122(~~§E~~) hereof.

~~C.~~D. Maintenance inspection of stormwater facilities and practices.

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The following shall apply to all sites regardless of the existence of an inspection and maintenance agreement:

1. Stormwater management facilities and practices included in a stormwater management plan must undergo ongoing inspections to document maintenance and repair needs and ensure compliance with the requirements of the agreement, the plan and this article.
2. A stormwater management facility shall be inspected on a periodic basis by the owner or responsible party. Such inspection shall be conducted by the approved operations, inspection, and maintenance agreement under section 98-120, or, in the absence of an inspection and maintenance agreement, by the requirements of this article. In the event that the stormwater management facility has not been maintained and/or becomes a danger to public safety or public health, the City of Oxford shall notify the party responsible for carrying out the maintenance plan by registered or certified mail, or by delivery in person of a notice of violation to the owner or the person specified in the inspection and maintenance agreement. The notice shall specify the measures needed to comply with the agreement and the plan, and shall specify the time within which such measures shall be completed. Failure of the City of Oxford to provide such notice shall not relieve the owner or responsible party from performing proper maintenance and inspection of the stormwater management facility. If the owner or responsible party fails or refuses to meet the requirements of the inspection and maintenance agreement, the City of Oxford may correct the violation as provided in section 98-122(5) of this article; and
3. Inspection programs by the City of Oxford may be established on any reasonable basis, including but not limited to routine inspections, random inspections, inspections based upon complaints, or other notice of possible violations, and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include, but are not limited to reviewing maintenance and repair records, and evaluating the condition of stormwater management facilities and practices.

D.E. Records of maintenance activities.

Parties responsible for the operation and maintenance of a stormwater management facility shall maintain records of all maintenance and repairs and provide copies to the Public Works Department upon request.

E.F. Failure to maintain.

If an owner or responsible party fails or refuses to meet the requirements of the inspection and maintenance agreement, the City of Oxford, after 30 days' written notice (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours' notice shall be sufficient), may correct a violation of the design standards or maintenance requirements by performing the necessary work to place the facility or practice in proper working condition. ~~The City of Oxford may assess the owner of the facility for the cost of repair work which shall be a lien on the property and may be placed on the ad valorem tax bill for such property and collected in the ordinary manner ordinarily for such taxes.~~

Section 98-123. NOTICE OF VIOLATION

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SAFEGUARD - DEMENT 62-1077

A. ~~Notice of violation.~~ If the City of Oxford determines that an owner or responsible party has failed to comply with the terms and conditions of a permit, site plan, an approved stormwater management plan, operation, inspection and maintenance agreement, indemnity agreement, or any provision of this article, it shall issue a written notice of violation to such owner or other responsible party. Where a person is engaged in an activity covered by this article without having first secured a permit, the notice of violation shall be served on the owner or the responsible party in charge of the activity being conducted on the site. The notice of violation shall contain:

1. The name and address of the owner or the applicant or the responsible party;
2. The address or other description of the site upon which the violation is occurring;
3. A statement specifying the nature of the violation;
4. A description of the remedial measures necessary to bring the action or inaction into compliance with the permit, the site plan, the stormwater management plan or this article and the date for the completion of such remedial action; and
5. A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed; and
6. ~~A statement that the determination of violation may be appealed to the municipal court by filing a written notice of appeal within 30 days after the notice of violation (except, that in the event the violation constitutes an immediate danger to public health or public safety, or where a person is taking action without a required permit, such a notice of violation must be appealed within 24 hours).~~

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SAFEGUARD - DEMENT 62-1077

Section 98-124. ENFORCEMENT

- A. Any action or inaction which violates the provisions of this article or the requirements of an approved stormwater management plan may be subject to the enforcement actions outlined in this section. Any such action or inaction which is continuous concerning time may be abated by injunctive or other equitable relief. The imposition of any of the penalties described in section 98-125 may be in addition to and shall not prevent such equitable relief.
- B. All development and redevelopment activities, including single-family residential development, shall comply with the minimum requirements under section 98-119 of this article. Failure to comply with the minimum requirements shall be a violation of this article subject to the enforcement provisions and penalties outlined in this article.
- C. The City of Oxford may enter the property at reasonable times and in a reasonable manner for inspection. ~~This includes the right to enter a property, when it has a reasonable basis to believe that a violation of this article is occurring or has occurred, or and to enter when necessary for abatement of a public nuisance or correction of a violation of this article.~~
- D. Any enforcement activities for violations of the provisions of this article which are also violations of Article IV of Chapter 98 for land-disturbing activities shall be undertaken under the provisions of Article IV of Chapter 98.
- E. Any enforcement activities for violations of the provisions of this article which are also violations of Article II of Chapter 34 for landscaping, shall be undertaken under the provisions of Article II of Chapter 34.

Section 98-125. PENALTIES

- ~~A. In the event an owner or responsible party does not complete the remedial measures described in the notice of violation within the time provided the City of Oxford may take any one or more of the following actions or impose any one or more of the following penalties: In the event the remedial measures described in the notice of violation have not been completed within the time provided, or the notice of violation has not been appealed to the municipal court, any one or more of the following actions or penalties may be taken or assessed against the person to whom the notice of violation was directed.~~
- B. ~~Upon expiration of the notice, the City of Oxford may notify the person in violation of its intent to seek penalties and of any other enforcement to be taken under this section. Before taking any of the following actions or imposing any of the following penalties, the City of Oxford shall first notify the owner or other responsible party in writing of its intended action, and shall provide not more than 72 hours (except, that in the event the violation constitutes an immediate danger to public health or public safety, or taking action without a required permit 24 hours notice shall be provided) to cure such violation. In the event the owner or other responsible party fails to cure such violation after such notice and cure period, the City of Oxford may take any one or more of the following actions or impose any one or more of the following penalties:~~
 1. Stop work order. A stop work order may be served on the owner or other responsible party; which order shall have the effect of suspending all permits authorizing the land development project except for the work required to remedy the violation or as otherwise

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- ~~specifically provided therein. The stop work order shall remain in effect until the owner or other responsible party has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein.~~
- ~~1. Stop work order. The City of Oxford may issue a stop work order which shall be served on the owner or other responsible party. It shall stop all activities at the site except for the work required to remedy the violation or violations. The stop work order shall remain in effect until the owner or other responsible party has taken the remedial measures set forth outlined in the notice of violation or has otherwise cured the violation or violations described therein.~~
 - ~~2. Certificate of occupancy. The City of Oxford may withhold a certificate of occupancy for any improvements on the site until the owner or other responsible party has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.~~
 - ~~2. Withhold certificate of occupancy. The City of Oxford may refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site until the owner or other responsible party has taken the remedial measures set forth outlined in the notice of violation or has otherwise cured the violations described therein.~~
 - ~~3. Criminal penalties. Any person violating any provision of this article shall also be guilty of a misdemeanor fined not more than one thousand dollars (\$1,000.00) and/or sentenced to no more than six (6) months in jail. Each day a violation of this article continues shall be deemed a separate offense. Suspension, revocation, or modification of the permit. The City of Oxford may suspend, revoke, or modify the permit authorizing the land development project. A suspended, revoked, or modified permit may be reinstated after the owner or other responsible party has taken the remedial measures set forth outlined in the notice of violation or has otherwise cured the violations described therein. Suspension, revocation, or modification of a permit shall not prohibit the responsible party from taking the necessary remedial measures to cure the violations.~~
 - ~~4. Criminal penalties. For intentional and flagrant violations of this article, any owner or other responsible party shall be guilty of a misdemeanor and subject to a fine not to exceed \$1000.00 or imprisoned for no more than ninety (90) days or both such fined and imprisonment. A continuance of a violation without reasonable effort on the part of the defendant to correct it shall be and constitute a new and separate offense each day.~~
 - ~~5. Liability. Implementation of this section does not reduce liability under any other applicable state or federal law, rule, or requirement.~~
- ~~C. The remedies listed in this article are not exclusive of any other remedies available under any applicable federal, state, or local law. Each remedy listed in this subsection may be sought and imposed for each day of violation.~~

Section 98-126. MISCELLANEOUS

A. Validity.

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A.B. — If any term or provision of this ordinance shall be held to be unconstitutional or otherwise unenforceable, the remainder thereof shall not be affected thereby and shall remain in full force and effect.

C. Conflict.

B.D. — All ordinances ~~heretofore~~ previously adopted on the subject of this ordinance which are in conflict herewith are hereby repealed, and the ~~application~~ applicable provisions of the ordinance are substituted in their place.

E. Variances.

C.F. — The City of Oxford Board of Adjustments shall have the power to authorize variances from the provisions or requirements of this ordinance as will not be contrary to the public interest. No variance from the strict application of any provision shall be granted unless it is found that:

1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same District;
2. Literal interpretation of the provisions of this ordinance would deprive the owner of rights commonly enjoyed by other properties in the same District under the terms of this ordinance;
3. The special conditions and circumstances do not result from the actions of the applicant;
and
4. Granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same District.

G. Review of Stormwater Management Plan.

D.H. — Review of each Stormwater Management Plan shall be completed as part of the site plan review process. A complete submittal must meet the requirements of Section 98-116.

Section 98-127. REPEALING CLAUSE

All ordinances, or resolutions of the Mayor and Board of Aldermen of the City of Oxford that conflict with the provisions of this ordinance shall be, and the same are hereby repealed, and rescinded, but only to the extent of such conflict.

Section 98-128. SEVERABILITY

If any provision of this ordinance is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such findings shall not affect the other provisions hereof, which shall remain in full force and effect.

Section 98-129. EFFECTIVE DATE

This Ordinance shall become effective and be in force as provided by the law.

OXFORD MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

Account

210424

Name

MANDREA GIUTTA

Street

100 ANCHORAGE RD # 11

Address

OXFORD MS 38655

Meter Num

W9313547

Status	Month	NumberOf	TotalUsage	WaterCharges	Charges sewer	SanitationCharges
	Jun-18	28	14	\$7.10	\$9.44	\$21.00
	May-18	29	49	\$17.40	\$23.13	\$21.00
	Apr-18	33	103	\$36.57	\$48.62	\$21.00
	Mar-18	30	95	\$33.73	\$44.84	\$21.00
	Feb-18	28	112	\$39.76	\$52.86	\$21.00
	Jan-18	27	102	\$36.21	\$48.14	\$21.00
	Dec-17	30	103	\$36.57	\$48.62	\$21.00
	Nov-17	39	81	\$28.76	\$38.23	\$21.00
	Oct-17	30	19	\$7.10	\$9.44	\$21.00
	Sep-17	29	18	\$7.10	\$9.44	\$18.00
	Aug-17	28	23	\$8.17	\$10.86	\$18.00
	Jul-17	35	22	\$7.81	\$10.38	\$18.00
	Averages		61.75			
			6,100 gallons			

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

Mandrea Giutta

(Isaac Jenkins-landlord 662-607-2400)

100 Anchorage Road, Unit #11

- 3 Months:
 - Water: -\$45.80
 - Sewer: -\$121.78
- 4 Months:
 - Water: -\$60.35
 - Sewer: -\$160.48
- 5 Months:
 - Water: -\$73.84
 - Sewer: -\$195.88
- 6 Months:
 - Water: -\$84.49
 - Sewer: -\$224.67

FIRST AMENDED AND RESTATED LAND LEASE
MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

WHEREAS, on or about April 20th, 2018, G5 Investments, LLC, a Mississippi Limited Liability Company ("Lessor") and the City of Oxford, Mississippi ("Lessee") entered into a Land Lease beginning on May 1, 2018 for use of Lessor's premises as a parking lot, as evidenced by a LAND LEASE ("Original Land Lease"); and

WHEREAS, the Lessee will not occupy the entirety of the demised premises as described in the Original Land Lease and Lessor will no longer require an easement for purposes of fire ingress and egress and will allow modification to fence height as described in the Original Land Lease; and

WHEREAS, the parties have agreed to restructure the agreement to reflect the changes to the demised premises and intend that this First Amended and Restated Land Lease replace the Original Land Lease in its entirety as of the effective date of the Original Land Lease, thereby cancelling the Original Land Lease, which shall be null and void upon the execution of this First Amended and Restated Land Lease

THEREFORE, in consideration of ten dollars, cash in hand, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, this **First Amended and Restated Land Lease** ("Lease") is made and entered into this _____ day of July, 2018, by and between G5 Investments, LLC, a Mississippi limited liability company ("Lessor"), and the City of Oxford, Mississippi ("Lessee"), who agree as follows:

1. Purpose. The purpose of the Lease is for access to and use of the Premises by the Lessee as a temporary public parking lot (the "Premises"). The Lessor understands and agrees that during the term of the lease the Premises will be open to the public at large for parking and will be under the sole control of the Lessee. No construction equipment or trailers will be permitted to park on the Premises nor will vehicles that are unable to fit in a standard passenger vehicle parking space be permitted to park on the Premises. Lessee shall make reasonable efforts to ensure that such excluded vehicles, equipment, and trailers are not parked on Premises.

2. Premises. The property included in this Lease is described as follows:

See Legal Description attached hereto as Exhibit "A".

3. Term. The term of this Lease will begin on May 1, 2018 and will terminate at midnight on April 30, 2019.

4. Hazard Insurance. Lessee agrees that it shall be solely responsible for retaining all applicable, necessary and appropriate coverages and policy(ies) for the insurance of the Premises.

5. Rent. Lessor has been informed and understands and agrees that it has the right to receive full compensation for the value of real property interests granted herein, based on a professional valuation of said value. Lessor hereby waives its right to an appraisal, and further agrees that if fair market value of the real property interests has not been paid to the Lessor by Lessee, the Lessor waives its rights to such just compensation. For so long as the City of Oxford

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SAFEGUARD - DEMENT 62-1077

shall use the Premises but no less than the term stated herein, it shall pay ad valorem real property taxes for both Lafayette County and the City of Oxford in addition to any personalty taxes assessed against the Premises. Lessor's 2017 ad valorem real property tax liability was \$15,340.07. Using 2017 tax liability as an estimate, Lessee shall pay \$1,278.34 per month. By January 15, 2019, Lessor shall present Lessee with documentation of the 2018 ad valorem tax assessments, and Lessee shall pay Lessor the difference between the estimated prorated monthly tax liability and actual prorated monthly tax liability by January 25, 2019. Thereafter, Lessee shall adjust his payments to reflect the 2018 assessment numbers. By January 15, 2020, Lessor will present Lessee with the actual 2019 ad valorem tax liability and Lessee shall pay Lessor the difference between the estimated prorated monthly tax liability and the actual prorated monthly tax liability for the months in which Lessee occupied the Premises. If Lessee occupies Premises for one day during a month, Lessee is responsible for a full month's prorated tax liability. If Lessee extends its Term per Section 12 of this Lease, payment of estimated taxes shall continue in the same manner as described above. Furthermore, prior to Lessee's occupation of the Premises, Lessee shall pay Lessor \$2,725.24 in securing an additional general liability and property policy on the Premises in Lessor's name. If Lessee should occupy the Premises beyond the Lease Term, Lessor shall present Lessee with the renewal quote for said policy, and Lessee shall pay Lessor the renewal price of the policy within 10 days of receipt. Nothing herein shall be construed to obligate Lessor for damages as a result of Lessee's occupation of the Premises.

6. Improvements and Return of Premises. The Lessee shall have the right to make improvements to the property during the term of the lease, and add or remove such improvements, as necessary, for the use of the property as a parking lot. It is anticipated that such improvements may consist of permanent or temporary lighting, removal of existing concrete, installation of gravel, installation of parking "bumpers," and/or other such improvements necessary to operate the Premises as a public parking lot. Lessee shall place a fence as allowable by code around the boundary lines of the Premises as depicted in Exhibit B which shall consist of 4 foot fence and 8 foot fence sections. Lessee shall monitor the Premises by video surveillance. Such improvements existing on the property at the termination or expiration of the lease shall be considered the property of the Lessor. The Lessee shall be responsible for maintenance of the Premises or of any improvements made to the Premises during the term of the lease. Signs on premises shall state, "Park at your own risk, owner not responsible for damages."

7. Miscellaneous. Lessor represents that it has full authority to enter and be bound by this agreement. This agreement constitutes the entire agreement of the parties to this Lease and supersedes any prior understandings or written or oral agreement between the parties respecting this subject matter. The agreements contained herein are not meant to bind successive Boards of the City of Oxford, Mississippi.

8. Lessee's Acceptance of Demised Premises. Lessee acknowledges that Lessee has inspected Premises and the Premises are in good condition to meet the needs of Lessee. Lessee accepts the Demised Premises in its "AS IS" condition and acknowledges that Lessor has made no representations or warranty, express or implied, with respect to the condition of the Premises.

9. Liens. Lessee shall not permit any liens to attach to the Lessor's interest in the Demised Premises. If any mechanic's lien or other lien or order for the payment of money shall be filed against Lessor/Premises, thereon by reason of, or arising out of, any labor or material

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 furnished or alleged to have been furnished to or for Lessee on Demised Premises, or for or by reason of any change or alteration by Lessee, or the cost or expense of any contract relating thereto, then Lessee shall diligently pursue removal of such lien.

10. Subletting and Assignment. Lessee is not permitted to sublet the Premises or assign this Lease Agreement. Lessor may freely assign this Lease.

11. Default. If Lessee fails to comply with any of the provisions of this Lease Agreement, Lessee shall be considered in default. In the event of default, Lessor shall have the right but not the obligation to retake the Premises.

12. Extension of Land Lease. Lessor and Lessee understand that Lessee will utilize the Premises as a parking lot to supplement parking while Lessee is constructing a parking garage. It is understood that Lessee may require an extension of the Land Lease to account for delays in construction. Therefore, if Lessee holds over on Premises after April 30, 2019, Lessor will extend the lease for a one year period. However, an extension must be approved by Paragon Bank, which will not be unreasonably withheld. Nothing herein will require Lessor to allow an extension if Lessee is in default of any terms in this Land Lease. Furthermore, nothing herein shall obligate Lessor to extend the Land Lease after April 30, 2020.

13. Applicable Law. This Lease shall be construed in accordance with the laws of the State of Mississippi.

[This Section Intentionally Left Blank]

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SAFEGUARD - DEMENT 62-1077

IN WITNESS OF THIS AGREEMENT, the undersigned execute this agreement as of the day and year first above written.

LESSOR:

G5 Investments, LLC

By: Chandresh Patel, President of Charter Road Hospitality, Inc., which is the General Partner of Sinoia Street Holdings, LP, which is the Managing Member of G5 Investments, LLC

LESSEE:

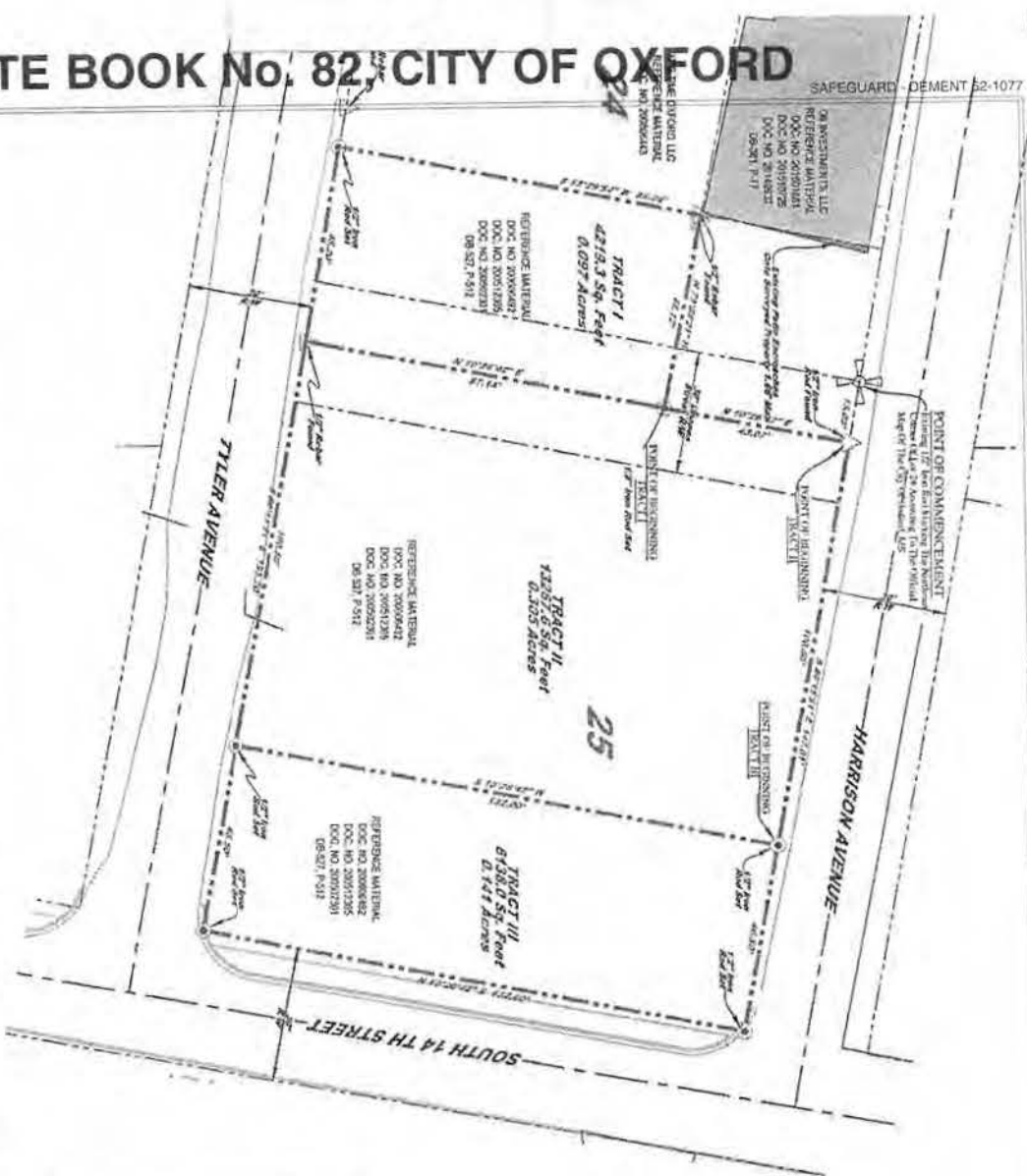
City of Oxford, Mississippi

Robyn Tannehill, Mayor

Attest:

Ashley Atkinson, Clerk

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DESCRIPTION OF TRACT 1-

[illegible]

~DESCRIPTION OF TRACT II-

[illegible]

~DESCRIPTION OF TRACT III~

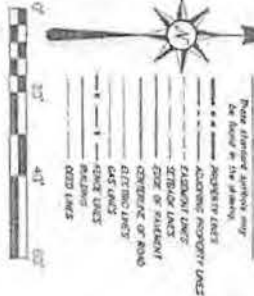
[illegible]

~SURVEYOR'S NOTES~

1. This first part gives a brief description of the Distribution of Data "X" as defined previously. "X" and the frequency Series with the unknown Quality Measurements for Condition "X" as defined in Appendix "VI" of the "MISSISSIPPI STANDARDS OF PRACTICE FOR STATISTICS".
2. An Example On this Test has Based on Score Distribution from the "MISSISSIPPI STANDARDS OF PRACTICE" followed by "RANDOMIZED COMPOSITION".
3. Data of Frequency in Score Range "Nucleic Acid Content Order" and The Random Series are as follows:

a.1.	Score	0.0	(15 of 10000)
a.2.	Score	0.0	
a.3.	Score	0.0	
a.4.	Score	0.0	
a.5.	Weight	0.0	(Category Unknown)
4. This theory is also in the "MISSISSIPPI STANDARDS OF PRACTICE".
5. The Score of "X" is defined by the Elements recorded in the Series of "X" and "X" is defined by the Elements recorded in the Series of "X".

LEGEND

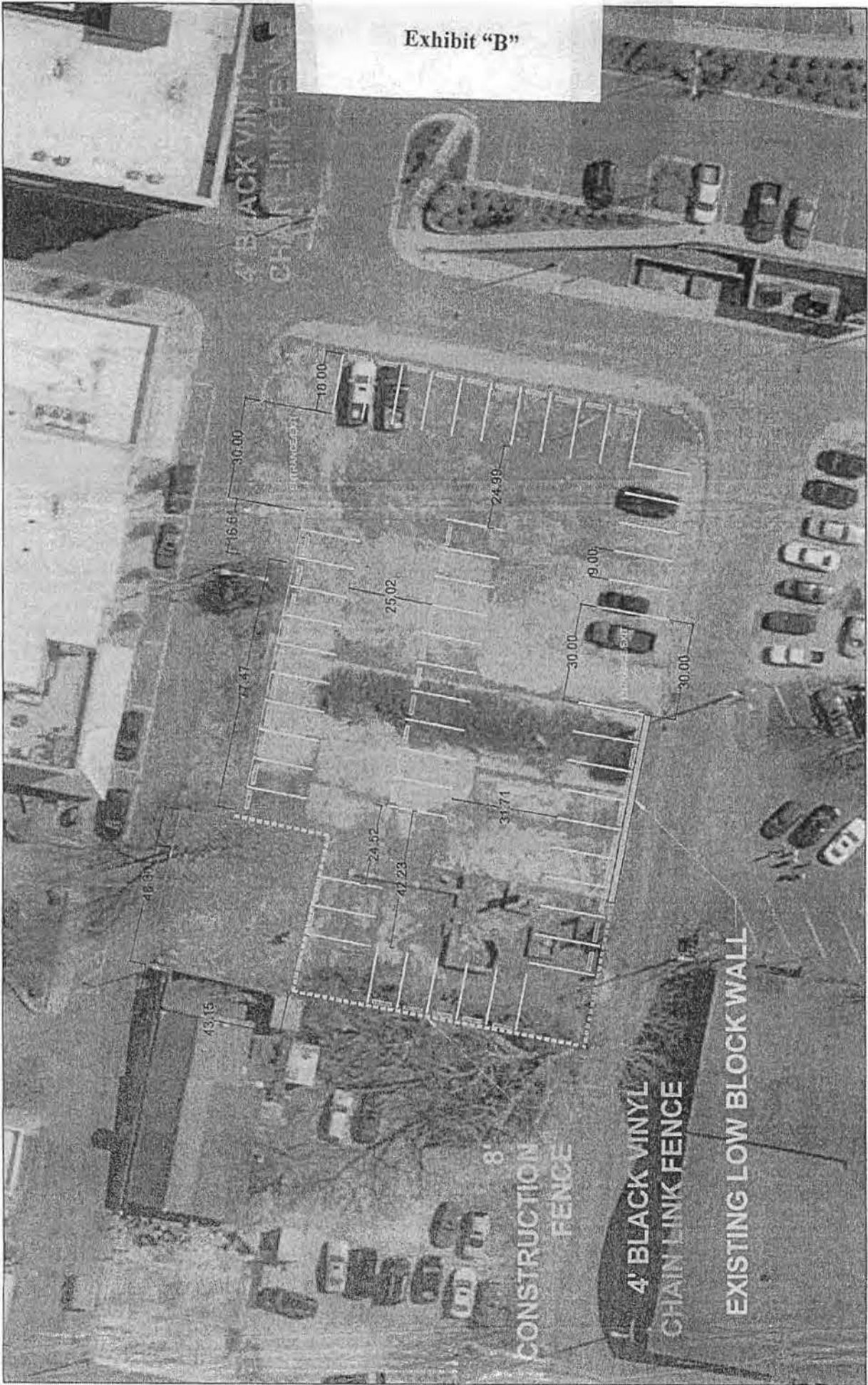


PLAT OF SURVEY
FOR
G5 INVESTMENTS, LLC
A FRACATION OF SEC. 21, T-8-S, R-3-W, CITY OF
OXFORD, LAFAYETTE CO., MS. ALSO A FRACTION OF
LOT 24, 25 AND AN UNOPENED STREET R.O.W.

[illegible]

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SAFEGUARD - DEMENT 62-1077



ROBYN M. TANNEHILL
MAYOR



CYNTHIA G. SEMMES
EXECUTIVE ASSISTANT TO THE MAYOR

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SAFEGUARD - DEMENT 52-1077

OXFORD
MAYOR'S OFFICE

July 17th, 2018

Mr. Robert Mariner
Senior Policy Analyst
National Infrastructure Investments
U.S. Department of Transportation
1200 New Jersey Avenue, S.E.
Washington, D.C. 20590

Re: Letter of Support (Financial Contribution)
West Oxford Loop Extension
Lafayette County, MS

Dear Mr. Mariner,

Please be advised the City of Oxford Board of Aldermen recently made findings, the extension of West Oxford Loop will improve the connectivity of the Oxford and rural Lafayette County Area, will improve the quality of life for the residents in Oxford and Lafayette County, and will promote economic development. Subsequently, the Board of Aldermen of the City of Oxford voted at a public meeting to offer support for the BUILD Grant Application of Lafayette County, Mississippi, for the construction of the proposed extension of West Oxford Loop. Along with the support of the project, the Mayor and Board of Aldermen agreed to pledge up to \$782,565 in financial support to assist in the matching funds if the project is awarded the request in the BUILD Grant Program.

Sincerely,

Mayor Robyn Tannehill

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BUILD 2018**University of Mississippi****Intermodal Transportation Network Build-out****Purpose:**

- To increase safety and connectivity in the highway 6 area
- To increase opportunities for residents, students, and visitors to get to work, school, and amenities – especially those with limited or no access to cars
- To support existing investments in OUT and intermodal transportation
- To mitigate the barrier that Highway 6 presents to pedestrians, cyclists and others

Elements requested in the application:

- Pedestrian/cyclist bridge over Highway 6, following path of old railroad tracks
- Transportation plaza at student union
- Transportation plaza at the Oxford Square
- Wayfinding signage around Highway 6, according to the City's Wayfinding Plan
- One OUT bus stop on campus

Total request: \$7,309,000

Bridge	\$6,225,000
Union	\$ 975,000
Square	\$ 60,000
Signage	\$ 19,000
Bus stop	\$ 30,000

Total local investment:

UM	\$1,500,000
City	\$9,500

**MINUTE BOOK No. 82 CITY OF OXFORD**
OXFORD

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MAYOR'S OFFICE

July 17, 2018

Mr. Robert Mariner
Deputy Director of the Office of Infrastructure Finance and Innovation
Office of the Secretary, Office of Policy
U.S. Department of Transportation
1200 New Jersey Avenue, S.E.
Washington, DC 20590

Re: Intermodal Transportation Network Buildout
University of Mississippi and City of Oxford

Dear Mr. Mariner,

The City of Oxford offers both its support and its financial commitment to the University of Mississippi's BUILD application. The application requests critical components of an intermodal transportation network that will benefit both the City and the University.

Because the project will improve connectivity, support workforce movement (especially for those with limited or no access to cars), serve visitors and others seeking access to economic and recreational districts in town, and reduce emissions, the City of Oxford Board of Aldermen voted at a public meeting to support the University's BUILD application. In addition, the Mayor and Board of Aldermen agreed to pledge up to \$9500 in financial support to the project, should the grant be awarded.

Safe passage over Highway 6 is critical. The city believes there is a need for a protected route to allow pedestrians and cyclists to cross the highway. The proposed project not only meets this need, it improves connectivity for non-motorists and the many workers, residents, visitors and students who make our bus transit system the most used in the entire state. The bridge, the transit stations, the signage, and the bus stop included in the request are all important elements of our intermodal network.

Thank you for your support and consideration.

Sincerely,

Robyn Tannehill
Mayor of Oxford

MINUTE BOOK No. 82, CITY OF OXFORD**MINUTES**

City of Oxford
Board of Aldermen
Regular

Tuesday, August 7, 2018, 5:00 pm - 7:00 pm
City Hall Courtroom



THE CITY OF
OXFORD

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 7, 2018, in the courtroom of Oxford City Hall when and where the following were present:

Robyn Tannehill, Mayor
Rick Addy, Alderman Ward I
Mark Hulse, 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

Mayo Mallette, PLLC-Of Counsel
Ashley Atkinson, City Clerk
Bart Robinson, Director of Public Works
Reanna Mayoral, Assistant Director of Public Works
Judy Daniel, Director of Planning
Ben Requet, Assistant Director of Planning
Joey East, Chief of Police
Matt Davis, Director of Parking Enforcement
Braxton Tullos, Human Resources Director
Mark Heath, 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
Jamie Shaw-Asst. Director Environmental Services-absent
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 Addy to adopt the agenda for the meeting with the addition of items 12 and 44 and the deletion of item 6n. 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 Special Meeting on July 17, 2018 and the Regular Meeting on July 17, 2018.

It was moved by Alderman Antonow, seconded by Alderman Taylor to approve the minutes of the Special Meeting on July 17, 2018 and the Regular Meeting on July 17, 2018. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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SAFEGUARD - COMMENT 02-1077

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

It was moved by Alderman Bailey, seconded by Alderman Addy to approve the accounts for all city departments including a claims docket showing General Fund claims numbered 102209-102390, Water & Sewer claims numbered 29207-29241, Trust & Agency claims numbered 28549-28686, and Metro Narcotics claims numbered 7219-7223 and totaling \$2,774,775.26. All the alderman present voting aye, Mayor Tannehill declared the motion carried.

6. Consider the consent agenda:

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

- a. Request permission for the OUT Manager and 2 OUT employees to attend the MPTA Leadership Summit and Training on August 14- 17, 2018, in Natchez, MS, at an estimated cost of \$2,667.32. (Ron Biggs)
- b. Request permission to send Mike Grant to the Deep South Turf Expo in Biloxi, MS on November 25-28, 2018 at an estimated cost of \$1,800.00. (Greg Pinion)
- c. Request permission for the Parking Director to attend the National Parking Association annual conference in Las Vegas, NV on October 21-25, 2018 at an estimated cost of \$2,600.00. (Matt Davis)
- d. Request approval of Orion M. Stand-Gravois as a taxi driver for Flying Tuk. (Joey East)
- e. Request permission to hire a Part-Time Parking Enforcement Officer. (Braxton Tullos)
- f. Request permission for the Superintendent to attend the TVA/LPC meeting in Bowling Green, KY on October 1, 2018 at an estimated cost of \$150.00. (Rob Neely)
- g. Request permission for two water plant operators to attend the MsRWA & MS Dept. of Environmental Quality Fall training at an estimated cost of \$175.00 each. (Bart Robinson)
- h. Request permission to promote Andre Hill from part-time driver to full-time driver in the Environmental Services Department with an new annual salary of \$34,984.58 (G7-11), effective September 1, 2018 and to promote James Flemons from back-up front loader driver to front end loader driver with a new annual salary of \$43,318.93 (G7-19), effective August 16, 2018. (Braxton Tullos)
- i. Request permission to transfer Shawn Williams from the Environmental Services Department to the Parking Department with a new hourly rate of \$15.00 effective August 2, 2018. (Braxton Tullos)
- j. Request permission to hire Alexander Curry, Chipper Nix, and Desman Ivy as seasonal workers in the Buildings & Grounds Department with an hourly wage of \$9.00. (Braxton Tullos)
- k. Request permission to accept the resignation of Lamichael Dennis in the Public Works Department, effective August 3, 2018, and advertise for a replacement. (Braxton Tullos)
- l. Request permission to accept the resignation of Paige Barnum in the Planning Department, effective August 17, 2018, and advertise for a replacement. (Braxton Tullos)
- m. Request permission to accept the retirement of Lt. Steve Lewis in the Oxford Police Department, effective August 31, 2018. (Braxton Tullos)

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<https://www.boardpaq.com/adm>
SAFEGUARD - DEMENT 62-1077

Request permission to accept the resignation of an employee in the Oxford Fire Department. (Braxton Tullos)

This item was deleted.

- o. Request permission to accept the resignation of Sheldon Lowe in the Oxford Police Department, effective August 29, 2018. (Braxton Tullos)
- p. Request approval for one officer to attend Tactical Medical Training on August 8, 2018 in Corinth, MS at no cost to the City. (Joey East)
- q. Request permission for one officer to attend MS DARE certification training from August 13-25, 2018 in Montgomery, AL with the only cost being per diem. (Joey East)
- r. Request permission for one officer to attend DRE Training from August 11-15, 2018 in Nashville, TN with the only cost being per diem. (Joey East)
- s. Request permission for one officer to attend Police Cycling Course training from August 29-September 1, 2018 in Franklin, TN at an estimated cost of \$858.00 plus per diem. (Joey East)
- t. Request permission for two employees to attend the Municipal Court Clerk's conference in Jackson, MS on September 11-14, 2018 at an estimated cost of \$355.00. (Donna Fisher)

- 7. Adopt a retirement proclamation for Lt. Steve Lewis.

This item was postponed.

- 8. Recognize the OPD Lawfit Team. (Joey East)

The Mayor and Board recognized the OPD LawFit Team, made up of Ben Hamilton, Zach Anderson, Jeff McCutchen, Josh Shipp, and Jeremiah Brown. The team won many awards and the Board thanked them for their dedication to physical fitness and the protection of the community.

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

- 9. Adopt a resolution awarding the sale of General Obligation Non-taxable bonds, Series 2018B, in the amount of \$9,950,000.00 and directing the issuance of said bonds. (Sue Fairbank)

It was moved by Alderman Addy, seconded by Alderman Howell to adopt a resolution awarding the sale of General Obligation Non-Taxable bonds, Series 2018B, in the amount of \$9,950,000.00 and directing the issuance of said bonds. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 10. Adopt a resolution awarding the sale of General Obligation Taxable Bonds, Series 2018C, in the amount of \$1,050,000.00 and directing the issuance of said bonds. (Sue Fairbank)

It was moved by Alderman Bailey, seconded by Alderman Addy to adopt a resolution awarding the sale of General Obligation Taxable Bonds, Series 2018C in the amount of \$1,050,000.00 and directing the issuance of said bonds. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 11. Request permission to adopt the FY2018-2019 Tax Request and final budget for the Oxford School District. (Allison Wally)

Alderman Morgan returned to the meeting at this time.

It was moved by Alderman Addy, seconded by Alderman Antonow to adopt the FY2018-2019 Tax request and final budget for the Oxford Separate School District. The school's budget request included a 3.87 mill increase in their total mill rate. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 12. Consider a request from the Lynching Memorialization Steering Committee regarding placing a monument on City property. (April Grayson)

It was moved by Alderman Howell, seconded by Alderman Taylor to allow a

monument to be placed on city property marking the area where a lynching took

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 it is owned by the City. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

SAFEGUARD - DEMENT 62-1077

13. Consider an appeal of the Planning Commission's decision on Case #2327, for property located along the North side of Oxford Way/CR 300 in the Oxford Farms Development, being further described as PPIN 7984. (Judy Daniel)

After a discussion and hearing from the owner of the property, it was moved by Alderman Antonow, seconded by Alderman Addy to uphold the decision of the planning commission. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

14. Discussion of Land Development Code, Section 3.8.8 and possible amendment. (Judy Daniel)

It was moved by Alderman Bailey, seconded by Alderman Addy to suspend the adoption of Land Development Code, Section 3.8.8, regarding the hours of alcohol sales by businesses located in close proximity to residential areas, to allow for a discussion and public hearing at the next meeting. Alderman Antonow submitted several articles regarding this issue. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

15. Announce upcoming vacancies on the following commissions/boards: Historic Preservation, Oxford Park Commission, and Pathways Commission.

The Mayor announced several upcoming vacancies on multiple city commissions and boards.

16. Consider a request for a sole source purchase from NextBus. (Ron Biggs)

It was moved by Alderman Howell, seconded by Alderman Bailey to approve a request for a sole source purchase from Nextbus for GPS Software for the most recent buses purchased by the Oxford-University Transit Department. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

17. Consider a request for a sole source purchase from Passio Technologies. (Ron Biggs)

It was moved by Alderman Bailey, seconded by Alderman Howell to approve a request for a sole source purchase from Passio Technologies for voice announcement software for the most recent buses purchased by the Oxford-University Transit Department. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

18. Consider a request for a sole source purchase from Seon. (Ron Biggs)

It was moved by Alderman Huelse, seconded by Alderman Bailey to approve the request for a sole source purchase from Seon for camera systems for the most recent buses purchased by the Oxford-University Transit Department. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

19. First reading of a proposed ordinance amending Section 21-191 of the Housing Code regarding residential permit deadlines. (Randy Barber)

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

20. Request permission to declare a truck surplus in the Buildings & Grounds Department. (Greg Pinion)

It was moved by Alderman Howell seconded by Alderman Addy to declare a 1998 Ford F150, with VIN AFTZF1769WNA91030, surplus in the Buildings & Grounds Department and authorize its sale on govdeals.com. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

21. Discussion of a proposed ordinance amending Chapter 14, Establishing Article IV, Sections 14-100-12-103; Regulation and Safety of Patrons and Employees of Restaurants, Bars and Similar Businesses, Including Event Venues. (Pope Mallette/Joey East)

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The Mayor gave an overview of the current status of the alcohol ordinance and how it has evolved. This was not a public hearing and no one from the audience spoke. Alderman Antonow proposed one change to the second paragraph and it will be reflected in version that will be voted on at the next regular meeting.

22. Request approval of the list of unmarked cars used by the Oxford Police Department. (Joey East)

It was moved by Alderman Addy, seconded by Alderman Antonow to approve a list of unmarked cars used by the Oxford Police Department. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

23. Request permission for the Mayor to sign a grant agreement with the MS Office of Highway Safety for Alcohol enforcement in the amount of \$109,056.40. (Joey East)

It was moved by Alderman Addy, seconded by Alderman Hulse to authorize the Mayor to sign a grant agreement with the MS Office of Highway Safety for Alcohol Enforcement in the amount of \$109,056.40. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

24. Request approval for the Mayor to sign a grant agreement with the MS Office of Highway Safety for Traffic Services in the amount of \$15,887.00. (Joey East)

It was moved by Alderman Antonow, seconded by Alderman Addy to authorize the Mayor to sign a grant agreement with the MS Office of Highway Safety for Traffic Services in the amount of \$15,887.00. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

25. Request approval for expenses for the accreditation mock review at a total of \$992.00. (Joey East)

It was moved by Alderman Bailey, seconded by Alderman Taylor to approve the expenses for the accreditation mock review at a total of \$992.00. All the alderman present voting aye, Mayor Tannehill declared the motion carried.

26. Third reading and vote on a proposed ordinance amending the Historic Preservation Ordinance. (Judy Daniel)

It was moved by Alderman Antonow, seconded by Alderman Taylor to approve an ordinance amending the Historic Preservation Ordinance. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

27. Second reading and public hearing for a proposed ordinance amending Chapter 98, Article V, Storm Water Management. (Reanna Mayoral)

The third reading and vote on this proposed ordinance will be at the next regular meeting.

28. Request permission to advertise for the annual materials bid for Public Works for FY 2018/2019. (Bart Robinson)

It was moved by Alderman Bailey, seconded by Alderman Addy to advertise for the annual materials bid for Public Works for FY 2018-2019. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

29. Accept an easement for a water line at the U-Club Apartments from ACC OP, LLC. (Bart Robinson)

It was moved by Alderman Bailey, seconded by Alderman Hulse to accept an easement for a water line at the U-Club Apartments from ACC OP, LLC. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

30. Accept an easement for a water line at Uncommon Oxford from DRI/CA Oxford, LLC. (Bart Robinson)

It was moved by Alderman Bailey, seconded by Alderman Howell to accept an easement for a water line at Uncommon Oxford from DRI/CA Oxford, LLC. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

31. Accept an easement for a water line at the Gather from RDC Fund IX Investments, LLC. (Bart Robinson)

It was moved by Alderman Bailey, seconded by Alderman Antonow to accept an easement for a water line at Oakmont Subdivision from Oakmont Oxford, LLC. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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32. Accept an easement for a water line at Oakmont Subdivision from Oakmont Oxford, LLC. (Bart Robinson)

It was moved by Alderman Bailey, seconded by Alderman Taylor to accept an easement for a water line at Oakmont Subdivision from Oakmont Oxford, LLC. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

33. Accept an easement for a sewer line from South 16th Square, LLC. (Bart Robinson)

It was moved by Alderman Antonow, seconded by Alderman Taylor to accept an easement for a sewer line from South 16th Square, LLC. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

34. Consider a request for a temporary construction easement for owner of Lot 62 of Grand Oaks, Phase 3A. (Bart Robinson)

It was moved by Alderman Howell, seconded by Alderman Hulse to grant a request for a temporary construction easement for the owner of Lot 62 of Grand Oaks, Phase 3A. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

35. Accept bids and award contract for Highway 314 lift station improvements and Davidson Creek Sewer Extension. (Bart Robinson)

It was moved by Alderman Antonow, seconded by Alderman Addy to accept the bids and award the contract for the Highway 314 Lift Station Improvements and Davidson Creek Sewer Extension to Eubank Construction Company, Inc. in the amount of \$3,082,846.60. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

36. Consider a recommendation from selection committee to proceed with McNeil Rhoads as the Energy Service Company performing the Investment Grade Audit of City facilities. (Bart Robinson)

It was moved by Alderman Bailey, seconded by Alderman Addy to approve a recommendation from the selection committee to proceed with McNeil Rhoads as the Energy Service Company to perform the Investment Grade Audit of City Facilities. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

37. Consider the recommendation for selection of engineer for design/construction services for cemetery ditch drainage project. (Bart Robinson)

It was moved by Alderman Addy, seconded by Alderman Taylor to approve Williams Engineering as the engineering firm for the design/construction services for the Cemetery Ditch Drainage Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

38. Consider Change Order #1 for the Jefferson Avenue Widening Project. (Bart Robinson)

It was moved by Alderman Hulse, seconded by Alderman Addy to approve Change Order #1, in the amount of \$21,902.42, for the Jefferson Avenue Widening Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

39. Accept a Certificate of Deposit in lieu of retainage in compliance with MS Code Section 31-5-15 for Oxford Water Distribution Improvements-Belk Blvd/Old Taylor Road. (Bart Robinson)

It was moved by Alderman Bailey, seconded by Alderman Addy to accept a Certificate of Deposit in lieu of retainage in compliance with MS Code Section 31-5-15 for the Oxford Water Distribution Improvements-Belk Blvd./Old Taylor Road. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

40. Consider a request from La Quinta Inn for an after-hours concrete pour. (Bart Robinson)

It was moved by Alderman Antonow, seconded by Alderman Addy to approve a request from La Quinta Inn for an after-hours concrete pour as presented with the alternate dates and with the owner of the property posting door hanger notices to the neighboring property owners. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

41. Consider a proposal for a special inspector and materials testing for the Downtown Parking Garage and request permission for the Mayor to sign a agreement for services. (Bart Robinson)

Alderman Bailey returned to the meeting at this time.

It was moved by Alderman Hulse, seconded by Alderman Addy to authorize the Mayor to sign an agreement for services for a special inspector and materials testing for the Downtown Parking Garage. All the aldermen present voting aye, with the exception of Alderman Antonow who voted no, Mayor Tannehill declared the motion carried.

42. Consider a proposal from Utility Service Partners for NLC Service Line Warranty Program. (Bart Robinson)

There was no action taken on this item.

43. Consider the Affordable Housing Incentive Policy and incentives for Belle River Affordable Housing Project in compliance with the Ordinance establishing incentives for affordable housing developments in the City of Oxford. (Bart Robinson)

It was moved by Alderman Taylor, seconded by Alderman Bailey to accept the Affordable Housing Incentive Policy as presented (with correction of the dollar amount allowed per bedroom). All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Antonow, seconded by Alderman Addy to approve the incentives for the Belle River Affordable Housing Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

44. Discuss a change order for Jackson Avenue Wet Well Rehab Project.

It was moved by Alderman Hulse, seconded by Alderman Howell to approve items #1 and #3, but not #2 and #4 of the Change Order. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

45. Consider an executive session.

It was moved by Alderman Bailey, seconded by Alderman Addy to consider an executive session for personnel issues, two matters of potential litigation, a matter related to property acquisition. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Addy to enter into an executive session for a personnel issue in the Recycling Department, a personnel issue in the Oxford Fire Department, a matter of potential litigation related to copyright infringement, a matter of potential litigation related to a contract, and a matter related to property acquisition in the industrial park.

It was moved by Alderman Addy, seconded by Alderman Bailey to authorize Bart Robinson to secure an appraisal for property located in the industrial park. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Taylor to return to executive session. All the aldermen present voting aye, Mayor Tannehill declared

the motion carried.

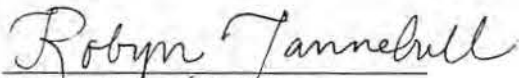
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It was moved by Alderman Antonow, seconded by Alderman Howell to advertise an RFP for Animal Control and Shelter Services. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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46. Recess to meet on Wednesday, August 8th at 9:15am.

It was moved by Alderman Bailey, seconded by Alderman Addy to recess the meeting until Wednesday, August 8th at 9:15am. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.


Robyn Tannehill, Mayor


Ashley Atkinson, City Clerk

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There came on for consideration the matter of the issuance of general obligation bonds of the City of Oxford, Mississippi and, after a discussion of the subject matter, Alderman _____ offered and moved the adoption of the following resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF OXFORD, MISSISSIPPI AWARDED THE SALE OF NINE MILLION NINE HUNDRED FIFTY THOUSAND DOLLARS (\$9,950,000) CITY OF OXFORD, MISSISSIPPI GENERAL OBLIGATION BONDS (CAPITAL IMPROVEMENTS ISSUE), SERIES 2018B; DIRECTING THE ISSUANCE OF SAID BONDS; PRESCRIBING THE FORM AND DETAILS OF SAID BONDS; PROVIDING CERTAIN COVENANTS OF SAID CITY IN CONNECTION WITH SAID BONDS; DIRECTING THE PREPARATION, EXECUTION AND DELIVERY THEREOF; AUTHORIZING THE PREPARATION AND DISTRIBUTION OF A FINAL OFFICIAL STATEMENT IN CONNECTION WITH SAID BONDS; PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT THEREOF; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen of the City of Oxford, Mississippi (the "Governing Body"), acting for and on behalf of the City of Oxford, Mississippi (the "City"), are authorized by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Act"), to issue general obligation bonds for the purposes set forth therein, including, but not limited to, erecting municipal buildings and repairing, improving adorning and equipping the same and constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor (the "Project"); and

WHEREAS, the Governing Body, acting for and on behalf of the City, is authorized by the Act to issue general obligation bonds of the City for the purpose of providing financing for the Project; and

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

WHEREAS, on December 5, 2017, the Governing Body adopted a resolution (the "Intent Resolution") declaring its intention to, among other things, issue and sell general obligation bonds of the City in a total aggregate principal amount not to exceed Eleven Million Dollars (\$11,000,000) for the purpose of providing financing for the Project; and

WHEREAS, as required by the Intent Resolution and Section 21-33-307 of the Act, a Notice of Resolution of Intent (the "Notice of Intent") was published in *The Oxford Eagle*, a newspaper published in and having a general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended and supplemented from time to time, on December 8, 15, 22 and 29, 2017, said publication being for at least three (3) consecutive weeks, with the first publication of the Notice of Intent being made not less than twenty-one (21) days prior to January 2, 2018, and the last publication being made not more than seven (7) days prior to such date; and

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~~WHEREAS, at the hour of 5:00 p.m. on January 2, 2018, no qualified elector of the City had filed a written protest or objection of any kind or character against the Project or the issuance of such general obligation bonds with the Clerk of the City (the "Clerk") or any member of the Governing Body; and~~

WHEREAS, at the hour of 5:00 p.m. on January 2, 2018, at the usual meeting place of the Governing Body, in the Board Room, located in the City Hall at 107 Courthouse Square in the City, all persons present or represented by counsel or otherwise were given the opportunity to be heard concerning the Project or the issuance of such general obligation bonds and no protest or objection of any kind or character against the Project or the issuance of such general obligation bonds was presented; and

WHEREAS, on January 2, 2018, the Governing Body adopted a resolution (the "No Protest Resolution") finding and determining that the Notice of Intent was duly published as required by law and that no written protest or other objection of any kind or character against the issuance of such general obligation bonds was filed by qualified electors of the City; and

WHEREAS, pursuant to the No Protest Resolution, the Governing Body authorized and approved the issuance of such general obligation bonds of the City, in one or more series, in an amount not to exceed Eleven Million and No/100ths Dollars (\$11,000,000), to raise money for the Project, all in accordance with the Act; and

WHEREAS, on July 17, 2018, the Governing Body adopted a resolution (the "Sale Resolution") authorizing the sale and issuance of not to exceed \$9,950,000 City of Oxford, Mississippi General Obligation Bonds (Capital Improvements Issue), Series 2018B (the "Series 2018B Bonds"), approving the form of and authorizing the publication of a Notice of Bond Sale (the "Notice of Sale") in connection with the Series 2018B Bonds and approving the form of and authorizing the distribution of a Preliminary Official Statement (the "Preliminary Official Statement") in connection with the Series 2018B Bonds and a final Official Statement (the "Official Statement") relating thereto; and

WHEREAS, contemporaneously with the issuance of the Series 2018B Bonds, the City will issue its not to exceed \$1,050,000 Taxable General Obligation Bonds (Capital Improvements Issue), Series 2018C for the purpose of providing additional financing for the Project; and

WHEREAS, pursuant to the direction of the Sale Resolution, the Notice of Sale was published in *The Oxford Eagle*, a newspaper published in and having a general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended and supplemented from time to time, on July 26, 2018 and August 2, 2018, in the form attached hereto as Exhibit A and made a part hereof; and

WHEREAS, at or prior to the hour of 3:30 o'clock p.m., Mississippi time, on this 7th day of August, 2018, there were filed with the Clerk, acting for and on behalf of the Governing Body _____ () sealed bids for the purchase of all of the Series 2018B Bonds as follows:

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Name	Net Interest Cost Rate
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and a check payable to the City in the sum of One Hundred Ninety-Nine Thousand Dollars (\$199,000.00) as evidence of the good faith of each bidder accompanied each of said bids; and

WHEREAS, copies of each of said bids are attached hereto as Exhibit B and made a part hereof; and

WHEREAS, the Governing Body has read and considered each of said bids at length and determined that said bids are in accordance with the terms and provisions of the Notice of Sale; and

WHEREAS, the Governing Body directed Government Consultants, Inc. (the "Financial Advisor") to verify which bid produced the lowest net interest rate (as defined in the Notice of Sale) for the Series 2018B Bonds; and

WHEREAS, the bid of _____ (the "Purchaser") produces the lowest net interest rate for the Series 2018B Bonds and said bid computes to a net interest rate of _____%; and

WHEREAS, Butler Snow LLP ("Bond Counsel") has examined the bid of the Purchaser and declared it to be in legal form and in accordance with the terms and provisions of the Notice of Sale; and

WHEREAS, it is the opinion of the Governing Body that the best interest of the City will be served by the acceptance of the aforesaid bid of the Purchaser; and

WHEREAS, the issuance of the Series 2018B Bonds for the purpose of raising money to provide financing for the Project will result in a substantial public benefit to the citizens of the City; and

WHEREAS, it has now become necessary that the Governing Body proceed to make provision for the preparation, execution, issuance and delivery of the Series 2018B Bonds.

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

SECTION 1. The bid of the Purchaser is hereby declared to be the best responsible bid and the one offering to purchase the City's \$9,950,000 General Obligation Bonds (Capital Improvements Issue), Series 2018B at such price and such rates of interest as will produce the lowest net interest rate for the City.

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SECTION 2. The bid of the Purchaser be and the same is hereby accepted, subject to the conditions of the Notice of Sale, and in accordance with said bid the Series 2018B Bonds shall bear interest at the following rates:

Year	Principal Amount	Interest Rate/ Coupon	Year	Principal Amount	Interest Rate/ Coupon
2019			2029		
2020			2030		
2021			2031		
2022			2032		
2023			2033		
2024			2034		
2025			2035		
2026			2036		
2027			2037		
2028			2038		

The Mayor of the City (the "Mayor") and the Clerk are hereby empowered and directed to accept said bid in the manner provided in the bid, and the good faith check received with said bid, in the sum of One Hundred Ninety-Nine Thousand Dollars (\$199,000.00), shall be collected, deposited and invested by the City in accordance with the terms of the Notice of Sale, and shall be applied in part payment for the Series 2018B Bonds or to secure the City from any loss resulting from the failure of the Purchaser to comply with the terms of its bid. All other good faith checks shall be returned to the respective unsuccessful bidders by the Clerk.

SECTION 3. Proceeding under the authority of the Act, there shall be and there are hereby authorized and directed to be issued General Obligation Bonds (Capital Improvements Issue), Series 2018B of the City in the aggregate principal amount of Nine Million Nine Hundred Fifty Thousand Dollars (\$9,950,000). In consideration of the purchase and acceptance of any and all of the Series 2018B Bonds by the registered owners thereof, this resolution shall constitute a contract between the City and the registered owners from time to time of the Series 2018B Bonds. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the registered owners of any and all of the Series 2018B Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction. Pursuant to the Act, the Series 2018B Bonds shall be general obligations of the City, and the full faith, credit and taxing power of the City are hereby irrevocably pledged for the payment of the principal of and interest on the Series 2018B Bonds. For the purposes of effectuating and providing for the payment of the principal of and interest on the Series 2018B Bonds, as the same shall respectively mature and accrue, there shall be, and is hereby, levied to the extent necessary therefore a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Series 2018B Bonds; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Bond

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Fund (as hereinafter defined), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Series 2018B Bonds due during the ensuing fiscal year of the City. When necessary, said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Series 2018B Bonds as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this Section 3, such failure shall not impair the right of the registered owners of any of the Series 2018B Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Series 2018B Bonds, both as to principal and interest.

SECTION 4. The Series 2018B Bonds shall be dated the date of delivery thereof; shall bear interest from said date at the rates per annum set forth in Section 2 above (computed on the basis of a three hundred sixty (360) day year of twelve (12), thirty (30) day months), payable on February 1 and August 1 of each year, commencing February 1, 2019; and shall mature on August 1 in the years and in the principal amounts set forth in Section 2 above.

SECTION 5. The Series 2018B Bonds shall be issued as fully registered bonds in the denominations of \$5,000 or any integral multiple thereof and shall be numbered from R-1 upwards without regard to maturity.

SECTION 6. The Series 2018B Bonds maturing August 1, 2026 and thereafter will be subject to redemption prior to their respective maturities, at the option of the City, on and after August 1, 2025, either in whole or in part on any date, as selected by the City among maturities, and by lot within each maturity, at the principal amount thereof, together with accrued interest to the date fixed for redemption and without premium.

Notice of each such redemption shall be mailed, postage prepaid, not less than thirty (30) days prior to the redemption date, to all registered owners of the Series 2018B Bonds to be redeemed at their addresses as they appear on the registration books of the City kept by the Paying and Transfer Agent (as hereinafter defined).

On the date designated for redemption, notice having been mailed to the registered owners of the Series 2018B Bonds to be redeemed as provided in the second paragraph of this Section 6, and monies sufficient for the payment of the redemption price of said Series 2018B Bonds being held by the Paying and Transfer Agent or an escrow agent, the Series 2018B Bonds so called for redemption shall become due and payable at the redemption price provided for the redemption of such Series 2018B Bonds on such date, interest on such Series 2018B Bonds shall cease to accrue, such Series 2018B Bonds shall cease to be entitled to any lien, benefit or security under this resolution and shall no longer be deemed to be outstanding hereunder, and the registered owners shall have no rights in respect thereof except to receive payment of the redemption price thereof (including interest accrued to such redemption date) from the funds held for that purpose.

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the Series 2018B Bonds are being held under a book-entry system, transfers of beneficial ownership of the Bonds will be affected pursuant to rules and procedures established by the Securities Depository. For the purposes of this resolution, "Securities Depository" shall mean a recognized securities depository (or its successor or substitute) selected by the City to act as the securities depository maintaining a book-entry transfer system for the Series 2018B Bonds.

(b) As long as a book-entry system is in effect for the Series 2018B Bonds, the Securities Depository Nominee will be recognized as the registered owner of the Series 2018B Bonds for the purposes of (1) paying the principal of or interest on such Series 2018B Bonds, (2) giving any notice permitted or required to be given to registered owners under this resolution, (3) registering the transfer of such Series 2018B Bonds, and (4) requesting any consent or other action to be taken by the registered owners of such Series 2018B Bonds, and for all other purposes whatsoever, and neither the City nor the Paying and Transfer Agent (as hereinafter defined) shall be affected by any notice to the contrary. For the purposes of this resolution, "Securities Depository Nominee" shall mean, with respect to the Series 2018B Bonds and as to any Securities Depository, such Securities Depository or the nominee of such Securities Depository in whose name the Series 2018B Bonds shall be registered on the registration books of the City maintained by the Paying and Transfer Agent during the time such Series 2018B Bonds are held under a book-entry system through such Securities Depository.

(c) Neither the City nor the Paying and Transfer Agent shall have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in any Series 2018B Bonds which are registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as registered owner of such Series 2018B Bonds.

(d) The Paying and Transfer Agent shall pay all principal of and interest on the Series 2018B Bonds issued under a book-entry system, only to the Securities Depository, or the Securities Depository Nominee, as the case may be, for such Series 2018B Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal of and interest on such Series 2018B Bonds.

(e) In the event that the City determines that it is in the best interest of the City to discontinue the book-entry system of transfer for the Series 2018B Bonds, or that the interests of the beneficial owners of the Series 2018B Bonds may be adversely affected if the book-entry system is continued, then the City shall notify the Securities Depository and the Paying and Transfer Agent of such determination. In such event, the City shall execute and the Paying and Transfer Agent shall, pursuant to subsequent resolution of the City, authenticate, register and deliver physical certificates for the Series 2018B Bonds in exchange for the Series 2018B Bonds registered in the name of the Securities Depository Nominee. Such certificates shall be in fully registered form and transferable only upon the registration books of the City maintained by the Paying and Transfer Agent, by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Paying and Transfer Agent, duly executed by the registered owner or his duly authorized attorney in accordance with this resolution.

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(f) In the event that the Securities Depository for the Series 2018B Bonds discontinues providing its services, the City shall either engage the services of another Securities Depository or deliver physical certificates in the manner described in subparagraph (e) above.

(g) In connection with any notice or other communication to be provided to the registered owners of the Series 2018B Bonds by the City or by the Paying and Transfer Agent with respect to any consent or other action to be taken by the registered owners, the City or the Paying and Transfer Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

(h) The Series 2018B Bonds shall be issued initially under the book-entry system maintained by The Depository Trust Company, New York, New York ("DTC"), and shall be registered in the name of Cede & Co., as the initial Securities Depository Nominee for the Series 2018B Bonds. As long as the Series 2018B Bonds are maintained by DTC under its book-entry system, all payments with respect to the principal of and interest on the Series 2018B Bonds and notices shall be made and given, respectively, to DTC.

(i) As long as the book-entry-only system is used for the Series 2018B Bonds, any notice of redemption or any other notices required to be given to registered owners will be given only to DTC. Any failure of DTC to advise any DTC Participant, or of any DTC Participant to notify any Indirect Participant, or of any DTC Participant or Indirect Participant to notify any Beneficial Owner, of any such notice and its content or effect will not affect the validity of the redemption of the Series 2018B Bonds called for redemption or of any other action premised on such notice. Conveyance of notices and other communications by DTC to DTC Participants, by DTC Participants to Indirect Participants and by DTC Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory and regulatory requirements as may be in effect from time to time. Beneficial Owners may desire to make arrangements with a DTC Participant or Indirect Participant so that all notices of redemption or other communications to DTC which affect such Beneficial Owners will be forwarded in writing by such DTC Participant or Indirect Participant.

SECTION 8. The principal of the Series 2018B Bonds shall be payable in lawful money of the United States of America upon presentation and surrender thereof as the same shall become due at a bank or trust company located within or without the State to serve as paying agent, transfer agent and registrar of the Series 2018B Bonds (the "Paying and Transfer Agent"). Subject to the provisions of Section 7 hereof, interest will be payable by check or draft drawn upon the Paying and Transfer Agent, made payable to the registered owner named in, and mailed to the address of the registered owner as it shall appear on the registration books of the City for the Series 2018B Bonds as of the close of business on the date which shall be the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding each interest payment date, which registration books shall be held by the Paying and Transfer Agent.

SECTION 9. Pursuant to the authority granted by the Act and the Registered Bond Act, being Section 31-21-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Registered Bond Act"), the Series 2018B Bonds shall be executed by the

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manual or facsimile signature of the Mayor and the official seal of the City shall be affixed or lithographed or otherwise reproduced thereon, attested by the Clerk, and the Series 2018B Bonds shall be authenticated by the Paying and Transfer Agent. The Paying and Transfer Agent shall authenticate each Series 2018B Bond by executing the Paying and Transfer Agent's Certificate thereon and no Series 2018B Bond shall be valid or become obligatory for any purpose until such certificate shall have been duly executed by the Paying and Transfer Agent. Such certificate, when duly executed on behalf of the City, shall be conclusive evidence that the Series 2018B Bond so authenticated has been duly authenticated and delivered. The validation certificate, for which provision is hereinafter made, to appear on each Bond, shall be executed by the Clerk, and the said certificate may be executed by the manual or facsimile signature of the Clerk. The Series 2018B Bonds shall be delivered to the Purchaser upon payment of the purchase price therefore in accordance with the terms and conditions of their sale and award, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, sale, issuance and validation of the Series 2018B Bonds, and the final, unqualified approving opinion of Bond Counsel. Prior to or simultaneously with the delivery by the Paying and Transfer Agent of any of the Series 2018B Bonds, the City shall file with the Paying and Transfer Agent: (a) a copy, certified by the Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, sale, issuance and validation of the Series 2018B Bonds; and (b) an authorization to the Paying and Transfer Agent, signed by the Mayor, to authenticate and deliver the Series 2018B Bonds to the Purchaser. At delivery, the Paying and Transfer Agent shall authenticate the Series 2018B Bonds and deliver them to the Purchaser upon payment of the purchase price of the Series 2018B Bonds to the City.

If the Series 2018B Bonds are no longer being held under a book-entry system as provided in Section 7 hereof, certificates, blank as to denomination, rate of interest, date of maturity and CUSIP number and sufficient in quantity in the judgment of the City to meet the reasonable transfer and reissuance needs on the Series 2018B Bonds, shall be printed and delivered to the Paying and Transfer Agent, and held by the Paying and Transfer Agent until needed for transfer or reissuance, whereupon the Paying and Transfer Agent shall imprint the appropriate information as to denomination, rate of interest, date of maturity and CUSIP number prior to the registration, authentication and delivery thereof to the transferee holder. The Paying and Transfer Agent is hereby authorized upon the approval of the Governing Body to have printed from time to time as necessary additional certificates bearing the facsimile seal of the City and facsimile signatures of the persons who were the officials of the Governing Body as of the date of original issue of the Series 2018B Bonds. When the Series 2018B Bonds shall have been validated and executed as herein provided, they shall be registered as an obligation of the City in a book maintained for that purpose, and the Clerk shall cause to be imprinted upon each of the Series 2018B Bonds, over her manual or facsimile signature and manual or facsimile seal, her certificate in substantially the form set out in Section 10.

SECTION 10. The Series 2018B Bonds of this issue, the certificates to appear thereon and the Paying and Transfer Agent's Certificate shall be in substantially the following forms:

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SAFEGUARD - DEMENT 62-1077

[FORM OF BOND]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE PAYING AND TRANSFER AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

Number R-_____ \$ _____

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

CITY OF OXFORD, MISSISSIPPI
GENERAL OBLIGATION BONDS
(CAPITAL IMPROVEMENTS ISSUE) , SERIES 2018B

Interest Rate	Maturity Date	Dated Date	CUSIP
%	August 1, 20__	August __, 2018	

REGISTERED OWNER:CEDE & CO.

PRINCIPAL SUM:

THE CITY OF OXFORD, MISSISSIPPI (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi (the "State"), hereby acknowledges itself indebted and for value received hereby promises to pay to the registered owner named above or registered assigns, on the maturity date stated above, upon presentation and surrender of this Bond at the corporate trust office of _____ in _____, _____ (such bank and any successor thereto hereinafter called collectively, the "Paying and Transfer Agent"), the principal sum stated hereon in lawful money of the United States of America, and to pay to the registered owner hereof or registered assigns interest on such principal sum, in like money, from the dated date of this Bond until the maturity date thereof (or earlier redemption date), at the interest rate per annum stated hereon, payable on the first day of February and August of each year, commencing February 1, 2019, by check or draft drawn upon the Paying and Transfer Agent, made payable to the registered owner named in, and mailed to the address of the registered owner as it shall appear on the registration books held by the Paying and Transfer Agent as of the close of business on the date which shall be the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding each interest payment date. Interest on

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 this Bond shall be compounded on the basis of a 360-day year consisting of twelve (12) thirty (30) day months. SAFEGUARD - DEMENT 82-1077

For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Bond, both as to principal and interest, the full faith, credit and taxing power of the City are irrevocably pledged. The Bonds (as hereinafter defined) are and will continue to be payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City. The City will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Bond Fund (as defined in the Resolution, as hereinafter defined), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of the Resolution.

This Bond is one of an authorized issue of General Obligation Bonds (Capital Improvements Issue), Series 2018B (the "Bonds") of like date, tenor and effect, except as to rate of interest and date of maturity, issued by the City pursuant to and in conformity with the Constitution and laws of the State, including, among others, Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Act"), and pursuant to resolutions duly adopted by the Mayor and Board of Aldermen of the City on December 5, 2017, January 2, 2018, July 17, 2018 and August 7, 2018 (collectively, the "Resolution"), to raise money for the purpose of (a) financing a portion of the cost of erecting municipal buildings and repairing, improving adorning and equipping the same and constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor, and (b) paying the costs incident to the sale and issuance of the Bonds, all in accordance with the Act. Reference is hereby made to the Resolution, copies of which are on file at the corporate trust office of the Paying and Transfer Agent and at the Office of the City Clerk in Oxford, Mississippi, to all of the provisions of which the registered owner hereof assents by acceptance of this Bond.

This Bond is transferable only upon the books kept for that purpose at the corporate trust office of the Paying and Transfer Agent, upon surrender at said office, together with a written instrument of transfer satisfactory to the Paying and Transfer Agent duly executed by the registered owner or his authorized attorney, and thereupon a new bond or bonds of like maturity, interest rate and aggregate principal amount shall be issued to the transferee. In like manner, this Bond may be exchanged for an equal aggregate principal amount of Bonds of any other authorized denominations. Bonds are issuable in the authorized denominations of \$5,000 or any integral multiple thereof. The issuance, transfer, exchange and replacement of the Bonds of this issue and other similar matters are governed by conditions on file at the corporate trust office of the Paying and Transfer Agent and at the Office of the City Clerk.

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SAFEGUARD - DEMENT 62-1077

The Bonds maturing August 1, 2026 and thereafter will be subject to redemption prior to their respective maturities, at the option of the City, on and after August 1, 2025, either in whole or in part on any date, as selected by the City among maturities, and by lot within each maturity, at the principal amount thereof, together with accrued interest to the date fixed for redemption and without premium.

Notice of each such redemption shall be mailed, postage prepaid, not less than thirty (30) days prior to the redemption date, to all registered owners of the Bonds to be redeemed at their addresses as they appear on the registration books of the City kept and maintained by the Paying and Transfer Agent.

All Bonds for the payment or redemption of which sufficient monies, or, to the extent permitted by the laws of the State, (a) direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America ("Government Obligations"), or (b) certificates of deposit or other securities fully secured by Government Obligations, or (c) evidences of ownership of proportionate interests in future interest or principal payments on Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the Government Obligations and which Government Obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated, or (d) municipal obligations, the payment of the principal of, interest and premium, if any, on which are irrevocably secured by Government Obligations and which Government Obligations are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and have been deposited in an escrow account which is irrevocably pledged to the payment of the principal of and interest and premium, if any, on such municipal obligations (all of which collectively, with Government Obligations, "Defeasance Securities"), shall have been deposited with an escrow agent appointed for such purpose, which may be the Paying and Transfer Agent, all to the extent provided in the Resolution, shall be deemed to have been paid, shall cease to be entitled to any lien, benefit or security under the Resolution and shall no longer be deemed to be outstanding thereunder, and the registered owners shall have no rights in respect thereof except to receive payment of the principal of, premium, if any, and interest on such Bonds from the funds held for that purpose. Defeasance Securities shall be considered sufficient under the Resolution if said investments, with interest, mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due on such Bonds.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and to be performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Bond and the issue of which it forms a part, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation.

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~~This Bond shall not be valid nor become obligatory for any purpose until this Bond shall have been authenticated by the execution by the Paying and Transfer Agent of the Paying and Transfer Agent's Certificate hereon.~~

The City and the Paying and Transfer Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Paying and Transfer Agent shall be affected by any notice to the contrary.

IN WITNESS WHEREOF, the City of Oxford, Mississippi, acting by and through its Mayor and Board of Aldermen, has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, and has caused the official seal of the City to be affixed thereto, attested by the manual or facsimile signature of its Clerk.

(SEAL)

CITY OF OXFORD, MISSISSIPPI

By _____
Mayor

ATTEST:

City Clerk

PAYING AND TRANSFER AGENT'S CERTIFICATE

This Bond is one of the Bonds of the above designated issue of Bonds delivered in accordance with the terms of the within mentioned Resolution.

_____, as Paying and
Transfer Agent

By _____
Authorized Signature

Date of Registration and Authentication: _____

VALIDATION CERTIFICATE

STATE OF MISSISSIPPI)
) ss:
COUNTY OF LAFAYETTE)

I, Ashley Atkinson, City Clerk of the City of Oxford, Mississippi, do hereby certify that the issuance of the Bonds of which the within Bond is one has been duly registered by me as an

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obligation of said City pursuant to law in a book kept by said City for that purpose and has been validated and confirmed by decree of the Chancery Court of Lafayette County, Mississippi, rendered on the ____ day of _____, 2018 pursuant to the Act.

City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____ as registrar and transfer agent to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Signature guaranteed:

(Bank, Trust Company or Paying Agent)

(Authorized Officer)

Date of Assignment: _____

Insert Social Security Number or other Tax Identification Number of Assignee

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without any alteration whatever, and must be guaranteed by a commercial bank or trust company or a member of a national securities exchange who is a member of a Medallion Signature Guarantee Program.

[END OF FORM OF BOND]

SECTION 11. The Governing Body hereby adopts, pursuant to the authority granted by the Act and the Registered Bond Act, the following conditions (the "Conditions") which are to apply to the transfer, exchange and replacement of the Series 2018B Bonds, and other similar matters.

CONDITIONS AS TO THE ISSUANCE, TRANSFER, EXCHANGE AND REPLACEMENT OF THE SERIES 2018B BONDS

"Paying and Transfer Agent" as used in these Conditions means, as to Series 2018B Bonds designated herein, the bank or banks designated by action of the

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 Governing Body as the Paying and Transfer Agent with respect to the Series
 2018B Bonds and whose duties and responsibilities shall be as further limited or
 set forth in the form of Series 2018B Bonds for such issue of Series 2018B Bonds. SAFEGUARD - DEMENT 62-1077

The terms and provisions of this Section shall be subject to the terms and provisions of Section 7 hereof.

The principal of all Series 2018B Bonds shall be payable at the corporate trust office of the Paying and Transfer Agent, and payment of the interest on each Series 2018B Bond shall be made by the Paying and Transfer Agent on each interest payment date to the person appearing on the registration books of the City (hereinafter provided for) as the registered owner thereof as of the close of business on the date which shall be the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding such interest payment date, by check or draft mailed to such registered owner at his address as it appears on such registration books. Payment of the principal of all Series 2018B Bonds shall be made upon the presentation and surrender for cancellation of such Series 2018B Bonds as the same shall become due and payable.

Series 2018B Bonds, upon surrender thereof at said corporate trust office of the Paying and Transfer Agent with a written instrument of transfer satisfactory to such Paying and Transfer Agent duly executed by the registered owner or his authorized attorney, may be exchanged for Series 2018B Bonds of like series, maturity and interest rate of any other authorized denominations. Each such Series 2018B Bond shall be dated as of the date six (6) months preceding the interest payment date thereon next following the date of delivery of such Series 2018B Bond in registered form, unless such date of delivery shall be an interest payment date in which case it shall be dated as of such date of delivery, and every such Series 2018B Bond in registered form shall bear interest from its date.

So long as the Series 2018B Bonds shall remain outstanding, the City shall cause the Paying and Transfer Agent to maintain and keep, at its corporate trust office, registration books for the registration and transfer of Series 2018B Bonds, and, upon presentation thereof for such purpose at such corporate trust office, the City shall cause the Paying and Transfer Agent to register or cause to be registered thereon, and permit to be transferred thereon, under such reasonable regulations as the Paying and Transfer Agent may prescribe, any Bond. So long as any of the Series 2018B Bonds remain outstanding, the City shall make all necessary provisions to permit the exchange of Series 2018B Bonds at the corporate trust office of the Paying and Transfer Agent.

All Series 2018B Bonds shall be transferable only upon the registration books which shall be kept for that purpose at the corporate trust office of the Paying and Transfer Agent for the City, by the registered owner thereof in person or his authorized attorney, upon surrender thereof, together with a written instrument of transfer satisfactory to the Paying and Transfer Agent, duly executed by the

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registered owner or his authorized attorney, and upon such transfer there shall be issued in the name of the transferee a new Series 2018B Bond or Series 2018B Bonds in registered form of the same series in the same aggregate principal amount and of like maturity and interest rate as the Series 2018B Bond or Series 2018B Bonds surrendered. Series 2018B Bonds issued in connection with transfers shall be dated in the same manner provided above for the dating of Series 2018B Bonds issued in connection with exchanges.

Neither the City nor the Paying and Transfer Agent shall be required (a) to exchange or transfer Series 2018B Bonds for a period of fifteen (15) days next preceding an interest payment date on the Series 2018B Bonds or next preceding any selection of Series 2018B Bonds to be redeemed or thereafter until the first mailing of any notice of redemption, or (b) to transfer or exchange any Series 2018B Bond called for redemption.

All Series 2018B Bonds surrendered in any exchanges or transfers shall forthwith be canceled by the Paying and Transfer Agent and thereafter transmitted to the City.

Prior to the issuance or delivery of any Bond, whether upon original issuance, transfer, exchange or replacement, the Paying and Transfer Agent shall manually execute the certificate of authentication provided thereon. No Series 2018B Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Paying and Transfer Agent. Such certificate of the Paying and Transfer Agent upon any Series 2018B Bond executed on behalf of the City shall be conclusive evidence that the Series 2018B Bond so authenticated has been duly authenticated and delivered.

Series 2018B Bonds bearing the facsimile signature of any person who shall have been the Mayor or Clerk at the time such Series 2018B Bonds were originally dated or delivered by the City shall bind the City notwithstanding the fact that he or she may have ceased to be such officer prior to the delivery of such Series 2018B Bonds or was not such officer at the date of such Series 2018B Bonds.

Except as otherwise required by law, if (a) any mutilated Series 2018B Bond is surrendered to the Paying and Transfer Agent at its corporate trust office, or the Paying and Transfer Agent receives evidence to its satisfaction of the destruction, loss or theft of any Series 2018B Bond and (b) there is delivered to the Paying and Transfer Agent such security or indemnity as may be required by it to save harmless the City and the Paying and Transfer Agent, and as otherwise required by law, then, in the absence of notice to the Paying and Transfer Agent that such Series 2018B Bond has been acquired by a bona fide purchaser as such term is defined in the Uniform Commercial Code as it is then in effect in the State of Mississippi, the Paying and Transfer Agent shall authenticate and deliver, in exchange for any such mutilated Bond, or in lieu of any such destroyed, lost or stolen Bond, a new Series 2018B Bond of like tenor and principal amount,

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 having a number of copies currently outstanding. The Paying and Transfer Agent shall thereupon cancel any Series 2018B Bond so surrendered. SAFEGUARD - DEMENT 62-1077

In case any mutilated, destroyed, lost or stolen Series 2018B Bond has become or is about to become due and payable, the Paying and Transfer Agent in its discretion may, instead of issuing a new Bond, pay such Bond.

Each new Series 2018B Bond issued pursuant to this Section in lieu of any surrendered, destroyed, lost or stolen Series 2018B Bond shall constitute an additional contractual obligation of the City and shall be entitled to all benefits equally and proportionately with any and all other Series 2018B Bonds duly issued. All Series 2018B Bonds shall be held and owed upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Series 2018B Bonds, and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Series 2018B Bonds or securities.

Notwithstanding the foregoing provisions of these Conditions, no Series 2018B Bonds shall be exchanged for other Series 2018B Bonds or be registered or transferred or issued or delivered by or on behalf of the City or the Paying and Transfer Agent pursuant to this Section at the request of a holder or owner of a Bond, except upon payment to such Paying and Transfer Agent by or on behalf of such holder or owner of a charge sufficient to reimburse the City and such Paying and Transfer Agent for any tax, fee, or other governmental charge required to be paid with respect to the transaction.

The City and the Paying and Transfer Agent may treat and consider the person in whose name any Series 2018B Bond shall be registered upon the registration books as herein provided as the holder and absolute owner thereof, whether such Series 2018B Bond shall be overdue or not, for the purpose of receiving payment of the principal thereof and interest thereon and for all other purposes whatsoever; provided, however, payment of, or on account of, the principal of and interest on such Series 2018B Bond shall be made only to, or upon the order of, such registered owner, and such payment so made shall be valid and effective to satisfy and discharge the liability upon such Series 2018B Bond to the extent of the sum or sums so paid, and neither the City nor any Paying and Transfer Agent shall be affected by any notice to the contrary.

SECTION 12. (a) So long as any of the Series 2018B Bonds shall remain outstanding, the City shall maintain with the Paying and Transfer Agent records for the registration and transfer of the Series 2018B Bonds. The Paying and Transfer Agent is hereby appointed registrar for the Series 2018B Bonds, in which capacity the Paying and Transfer Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, any Series 2018B Bond entitled to registration or transfer.

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(b) The City shall pay or reimburse the Paying and Transfer Agent for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement between the City and the Paying and Transfer Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Paying and Transfer Agent, shall be made by the City on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(c) (i) A Paying and Transfer Agent may at any time resign and be discharged of its duties and obligations as Paying and Transfer Agent, by giving at least sixty (60) days written notice to the City, and may be removed as Paying and Transfer Agent at any time by resolution of the Governing Body delivered to the Paying and Transfer Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Paying and Transfer Agent, and shall be transmitted to the Paying and Transfer Agent being removed within a reasonable time prior to the effective date thereof. Provided, however, that no resignation or removal of a Paying and Transfer Agent shall become effective until a successor Paying and Transfer Agent has been appointed pursuant to this resolution.

(ii) Upon receiving notice of the resignation of the Paying and Transfer Agent, the City shall promptly appoint a successor Paying and Transfer Agent by resolution of the Governing Body. Any appointment of a successor Paying and Transfer Agent shall become effective upon acceptance of appointment by the successor Paying and Transfer Agent. If no successor Paying and Transfer Agent shall have been so appointed and have accepted appointment within thirty (30) days after the notice of resignation, the resigning Paying and Transfer Agent may petition any court of competent jurisdiction for the appointment of a successor Paying and Transfer Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor Paying and Transfer Agent.

(iii) In the event of a change of Paying and Transfer Agents, the predecessor Paying and Transfer Agent shall cease to be custodian of any funds held pursuant to this resolution in connection with its role as such Paying and Transfer Agent, and the successor Paying and Transfer Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Paying and Transfer Agent shall be fully paid. Every predecessor Paying and Transfer Agent shall deliver to its successor Paying and Transfer Agent all books of account, registration records, lists of holders of the Series 2018B Bonds and all other records, documents and instruments relating to its duties as such Paying and Transfer Agent.

(iv) Any successor Paying and Transfer Agent appointed under the provisions hereof shall be a bank, trust company or national banking association having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

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Every successor Paying and Transfer Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor Paying and Transfer Agent and to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor Paying and Transfer Agent, without any further act, shall become fully vested with all the rights, immunities and powers, and be subject to all the duties and obligations, of its predecessor.

(vi) Should any transfer, assignment or instrument in writing be required by any successor Paying and Transfer Agent from the City to more fully and certainly vest in such successor Paying and Transfer Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Paying and Transfer Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged and delivered by the City.

(vii) The City will provide any successor Paying and Transfer Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the Series 2018B Bonds.

(viii) All duties and obligations imposed hereby on a Paying and Transfer Agent or successor Paying and Transfer Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by this resolution.

(d) Any corporation or association into which a Paying and Transfer Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Paying and Transfer Agent hereunder and vested with all the powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either the City or the successor Paying and Transfer Agent, anything herein to the contrary notwithstanding, provided only that such successor Paying and Transfer Agent shall be satisfactory to the City and eligible under the provisions of Section 12(c)(iv) hereof.

SECTION 13. The Series 2018B Bonds shall be prepared and executed as soon as may be practicable after the adoption of this resolution and shall be delivered thereafter to the Purchaser.

SECTION 14. If (a) the City shall pay or cause to be paid to the owners of the Series 2018B Bonds the principal of, and interest to become due thereon at the times and in the manner stipulated therein and herein, (b) all fees and expenses of the Paying and Transfer Agent shall have been paid, and (c) the City shall have kept, performed and observed all and singular the covenants and promises in the Series 2018B Bonds and in this resolution expressed as to be kept, performed and observed by it or on its part, then the Series 2018B Bonds shall cease to be entitled to any lien, benefit or security under this resolution and shall no longer be deemed to be outstanding hereunder. If the City shall pay or cause to be paid to the owners of outstanding Series 2018B Bonds of a particular maturity, the principal of, and interest to become due thereon at the times and in the manner stipulated therein and herein, such Series 2018B Bonds shall cease

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to be entitled to any lien, benefit or security under this resolution and shall no longer be deemed to be outstanding hereunder.

All Series 2018B Bonds for the payment or redemption of which sufficient monies, or, to the extent permitted by the laws of the State, (a) direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America ("Government Obligations"), or (b) certificates of deposit or other securities fully secured by Government Obligations, or (c) evidences of ownership of proportionate interests in future interest or principal payments on Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the Government Obligations and which Government Obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated, or (d) municipal obligations, the payment of the principal of, interest and premium, if any, on which are irrevocably secured by Government Obligations and which Government Obligations are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and have been deposited in an escrow account which is irrevocably pledged to the payment of the principal of and interest and, premium, if any, on such municipal obligations (all of which collectively, with Government Obligations, are hereinafter called "Defeasance Securities"), shall have been deposited with an escrow agent appointed for such purpose, which may be the Paying and Transfer Agent, (whether upon or prior to the maturity or the redemption date of such Series 2018B Bonds) shall be deemed to have been paid within the meaning of this Section, shall cease to be entitled to any lien, benefit or security under this resolution and shall no longer be deemed to be outstanding hereunder, and the registered owners shall have no rights in respect thereof except to receive payment of principal of, premium, if any, and interest on such Series 2018B Bonds from the funds held for that purpose; provided, however, that if such Series 2018B Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given as provided herein or arrangements shall have been made for the giving thereof. Defeasance Securities will be considered sufficient if said investments, with interest, mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due on the Series 2018B Bonds. For the purpose of this Section, Defeasance Securities shall mean and include only (a) such Defeasance Securities which shall not be subject to redemption prior to their maturity other than at the option of the holder thereof or (b) Defeasance Securities which, if subject to redemption shall, nevertheless, in all events, regardless of when redeemed, provide sufficient and timely funds for payment of the principal of, premium, if any, and interest on the Series 2018B Bonds to be paid thereby.

SECTION 15. As authorized by the Act, the Series 2018B Bonds herein authorized to be issued shall be submitted to validation in the Chancery Court of Lafayette County, Mississippi, in the manner and with the force and effect provided by Section 31-13-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time. The actions of Bond Counsel and the Clerk in preparing a certified transcript of the proceedings of the Governing Body in connection with the issuance and sale of the Series 2018B Bonds for review by the State's Bond Attorney are hereby ratified and confirmed.

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SAFEGUARD - DOCUMENT 82-1077

(b) In the event the Purchaser shall fail to designate the names, addresses and social security or tax identification numbers of the registered owners of the Series 2018B Bonds within thirty (30) days of the date of sale, or at such other later date as may be designated by the City, one Series 2018B Bond registered in the name of the Purchaser may be issued in the full amount for each maturity. Ownership of the Series 2018B Bonds shall be in the Purchaser until the initial registered owner has made timely payment and, upon request of the Purchaser within a reasonable time of the initial delivery of the Series 2018B Bonds, the Paying and Transfer Agent shall re-register any such Series 2018B Bond upon its records in the name of the registered owner to be designated by the Purchaser in the event timely payment has not been made by the initial registered owner.

(b) Except as hereinabove provided, the person in whose name any Series 2018B Bond shall be registered in the records of the City kept and maintained by the Paying and Transfer Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on any Series 2018B Bond shall be made only to or upon the order of the registered owner thereof, or his legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2018B Bond to the extent of the sum or sums so paid.

SECTION 17. (a) The City shall maintain with a qualified depository thereof a special fund, hereby created, in the name of the City designated the "2018B Capital Improvements Bond Fund (Tax Exempt)" (the "Bond Fund") in its name for the payment of the principal of and interest on the Series 2018B Bonds and the payment of the Paying and Transfer Agents' fees in connection therewith. There shall be deposited into the Bond Fund as and when received:

- (i) the accrued interest and premium, if any, received upon delivery of the Series 2018B Bonds;
- (ii) the avails of any of the ad valorem taxes levied and collected pursuant to Section 3 hereof;
- (iii) any income received from investment of monies in the Bond Fund; and
- (iv) any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Series 2018B Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the Bond Fund.

(b) As long as any principal of and interest on the Series 2018B Bonds remains outstanding, the Clerk is hereby irrevocably authorized and directed to withdraw from the Bond Fund sufficient monies to make the payments herein provided for and to transfer same to the account of the Paying and Transfer Agent in time to reach said Paying and Transfer Agent at least five (5) days prior to the date on which said interest or principal and interest shall become due.

SECTION 18. (a) The principal proceeds received upon the sale of the Series 2018B Bonds shall be deposited with a qualified depository of the City in a special fund, hereby created,

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in the name of the City designated the "2018B Capital Improvements Construction Fund (Tax Exempt)" from which there shall first be paid all expenses, premiums, fees and commissions incurred in connection with the authorization, issuance, sale, validation and delivery of the Series 2018B Bonds, including, but not limited to, the fees and expenses of Bond Counsel, the fees and expenses of counsel to the City, the fees and expenses of the Financial Advisor and the fees and expenses of the Paying and Transfer Agent.

(b) The balance of such proceeds shall be used (1) for the Project; (2) to pay engineering, fiscal, trustee, printing, accounting, financial advisory, construction manager, feasibility consultant, legal fees and expenses, and development expenses incurred in connection with the Project and the issuance of the Series 2018B Bonds; and (3) to pay the costs related to any suits and proceedings in connection with the Project, including any costs of settlement thereof.

SECTION 19. It is specifically provided, notwithstanding the dates set out in this resolution for the date of the Series 2018B Bonds and the payment dates for principal and interest, that in the event the delivery of the Series 2018B Bonds is delayed by a contest of the validation of the Series 2018B Bonds or otherwise and the Purchaser shall decline to take delivery of the Series 2018B Bonds, then the Series 2018B Bonds may be reoffered for sale. In such event, all principal maturities may be adjusted so that such maturities will fall due in the same amounts and intervals as herein provided, but beginning one (1) year from the actual date of the Series 2018B Bonds as provided by the subsequent resolution directing the offer for sale thereof and continuing through the twentieth (20th) year from such actual date of the Series 2018B Bonds. The interest payments may also be adjusted accordingly, with interest payments due semiannually, commencing twelve (12) months from such actual date of the Series 2018B Bonds. After the validation of the Series 2018B Bonds, no amendment, revision or supplement contemplated by this Section 19 shall be cause for the resubmission of the proceedings for the issuance of the Series 2018B Bonds, as amended, revised or supplemented, to any further validation proceedings, it being the intent of this resolution that any such amendments, revisions or supplements be covered by the initial validation proceeding.

SECTION 20. _____, _____, _____, is hereby appointed as the Paying and Transfer Agent for the Series 2018B Bonds.

SECTION 21. Pursuant to SEC Rule 15c2-12(b)(5), the City covenants and agrees to provide to the Purchaser a continuing disclosure agreement, dated the date of issuance and delivery of the Series 2018B Bonds, setting forth the City's agreement with regard to continuing disclosure (the "Continuing Disclosure Agreement"), and to comply with the covenants set forth therein and carry out all of the provisions of the Continuing Disclosure Agreement. In the event the City fails to comply with the provisions of the Continuing Disclosure Agreement, any Bondholder may take such actions as may be necessary and appropriate, including mandamus or specific performance by court order, to cause the City to comply with its obligations set forth in the Continuing Disclosure Agreement and this Section 21.

SECTION 22. The Mayor, each member of the Board of Aldermen and the Clerk are hereby authorized to execute such documents, instruments and papers, and do such acts and

things as may be necessary or advisable in connection with the authorization, sale, preparation, execution, issuance and delivery of the Series 2018B Bonds.

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SECTION 23. The decisions and determinations made by the Mayor and the Clerk, relating to the Series 2018B Bonds, and the actions taken by them in connection with the preparation of the Preliminary Official Statement and the Notice of Sale are hereby approved and ratified by the Governing Body. The Mayor be, and is hereby authorized and directed to prepare, execute and distribute a final Official Statement in connection with the Series 2018B Bonds substantially in the form of the Preliminary Official Statement, with such changes, omissions, insertions and revisions from the Preliminary Official Statement as he shall deem necessary and approve, said execution being conclusive evidence of such approval, and to deliver a reasonably sufficient number of such Official Statement to the Purchaser.

SECTION 24. The City covenants and certifies to and for the benefit of the Purchaser and subsequent holders of the Series 2018B Bonds that it will neither take any action nor omit to take any action nor make any investment or use of the proceeds from the issue and sale of the Series 2018B Bonds, including amounts treated as proceeds, if any, which will cause the Series 2018B Bonds to be classified as arbitrage Series 2018B Bonds within the meaning of Section 148 of the Code, and the regulations thereunder as such may be applicable to the Series 2018B Bonds at the time of such action, investment or use. In addition, the City further covenants to maintain the excludability of interest on the Series 2018B Bonds from gross income for federal income tax purposes under the Code, and in furtherance thereof, to comply with the covenants concerning arbitrage rebate contained in a certificate of the Mayor to be executed and delivered concurrently with the issuance and delivery of the Series 2018B Bonds, or such other covenants as may, from time to time, be required to be complied with in order to maintain such excludability of interest on the Series 2018B Bonds from gross income for federal income tax purposes. Notwithstanding any other provisions to the contrary, so long as necessary in order to maintain such excludability of interest on the Series 2018B Bonds from gross income for federal income tax purposes under the Code, the covenants contained in this Section 24 shall survive the payment of the Series 2018B Bonds and the interest thereon, including any payment or defeasance thereof. Pursuant to the Act, the interest on the Series 2018B Bonds is exempt from State income taxes.

SECTION 25. All resolutions or parts thereof in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 26. This resolution shall become effective immediately upon the adoption hereof.

SECTION 27. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

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

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Alderman Rick Addy voted:
Alderman Mark Hulse voted:
Alderwoman Janice Antonow voted:
Alderman Preston E. Taylor voted:
Alderman Jason Bailey voted:
Alderman John Morgan voted:

The motion having received the affirmative vote of a majority of the members of the Board of Aldermen present, being a quorum of said Board of Aldermen, the Mayor declared the motion carried and the resolution adopted this 7th day of August, 2018.

(SEAL)

CITY OF OXFORD, MISSISSIPPI

By _____
Mayor

Attest:

City Clerk

43412425.vI

EXHIBIT A

PROOF OF PUBLICATION OF NOTICE OF BOND SALE

MINUTE BOOK No. 82, CITY OF OXFORD

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EXHIBIT B
BIDS

OFFICIAL BID FORM

MINUTE BOOK No. 82, CITY OF OXFORD

\$9,950,000

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CITY OF OXFORD, MISSISSIPPI
GENERAL OBLIGATION BONDS
(CAPITAL IMPROVEMENTS ISSUE),
SERIES 2018B

August 7, 2018

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

Ladies and Gentlemen:

For Nine Million Nine Hundred Fifty Thousand and No/100ths Dollars (\$9,950,000) aggregate principal amount of General Obligation Bonds (Capital Improvements Issue), Series 2018B (the "Bonds") of the City of Oxford, Mississippi (the "City"), bearing interest at the rate or rates specified below, we will pay you the aggregate par value thereof of \$9,950,000.00 plus a premium of \$ 103,426.50. The Bonds will be dated and bear interest from the date of delivery thereof and will mature on August 1 in the years set forth in the Notice of Bond Sale, dated July 17, 2018, in connection with the Bonds (the "Notice of Bond Sale").

The Bonds maturing on August 1 in the years indicated shall bear interest at the rates set opposite each, as follows:

Year	Principal Amount	Interest Rate/ Coupon	Year	Principal Amount	Interest Rate/ Coupon
2019	\$340,000	<u>4.00</u> %	2029	\$495,000	<u>3.00</u> %
2020	355,000	<u>4.00</u>	2030	515,000	<u>3.00</u>
2021	365,000	<u>4.00</u>	2031	535,000	<u>3.00</u>
2022	380,000	<u>4.00</u>	2032	555,000	<u>3.00</u>
2023	395,000	<u>4.00</u>	2033	575,000	<u>3.125</u>
2024	410,000	<u>4.00</u>	2034	600,000	<u>3.25</u>
2025	425,000	<u>4.00</u>	2035	620,000	<u>3.25</u>
2026	440,000	<u>4.00</u>	2036	645,000	<u>3.25</u>
2027	460,000	<u>4.00</u>	2037	670,000	<u>3.375</u>
2028	475,000	<u>4.00</u>	2038	695,000	<u>3.375</u>

The following is a computation of the net interest cost and average annual net interest rate (calculated in accordance with the provisions of the Notice of Bond Sale), respectively, in the above bid and is submitted for information purposes only and is not a part of this bid unless it is in conformity with the above enumerated interest rates and premium, if any.

Gross Interest Cost.....	\$ <u>3,901,918.61</u>
Less Premium.....	<u>103,426.50</u>
Net Interest Cost.....	<u>3,798,492.11</u>
Average Annual Net Interest Rate.....	<u>3.273476</u> %

This bid is subject to all of the terms and conditions of the Notice of Bond Sale, which Notice of Bond Sale by this reference thereto is hereby made a part hereof.

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We hereby acknowledge that we have received and reviewed the Preliminary Official Statement of the City, dated July 26, 2018, prepared in connection with the Bonds.

A CERTIFIED OR CASHIER'S CHECK, DRAWN UPON A BANK LOCATED WITHIN THE STATE OF MISSISSIPPI, PAYABLE TO THE ORDER OF THE CITY OF OXFORD, IN THE AMOUNT OF ONE HUNDRED NINETY-NINE THOUSAND AND NO/100THS DOLLARS (\$199,000.00) accompanies this bid as evidence of good faith and said good faith deposit shall be returned to the undersigned if this bid is not accepted, or if the City should fail to deliver said Bonds to the undersigned in accordance with the terms of the Notice of Bond Sale; otherwise said good faith deposit shall be held by the City and shall be applied as and when the Bonds are delivered and paid for under the terms of this bid, as part payment therefor, or be applied as and for liquidated damages in the event that the undersigned fails to take up and pay for the Bonds. Pending the application of the good faith deposit of the successful bidder as aforesaid, such deposit may be invested in direct obligations of, or obligations guaranteed by, the United States of America or in repurchase agreements with banks fully secured by such obligations, and the City shall be entitled to any income from any such investment.

This bid is for immediate acceptance.

Bidder: Crews & Associates, Inc.
 By: Brent Whisnant
 (Print Name)
Brent Whisnant (Signature)
 Address: 521 President Clinton Ave, Ste 800
Little Rock, AR 72201
 Telephone Number: 501-978-8646

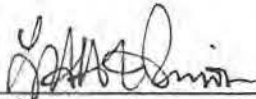
(Note: No addition to or alteration in this bid is to be made, and any erasure may cause a rejection of this bid. Bids must be filed with the Mayor and Board of Aldermen of the City of Oxford, Mississippi in the Office of the City Clerk in the City Hall located at 107 Courthouse Square, Oxford, Mississippi 38655 attention: Ashley Atkinson, City Clerk, sealed and worded on the outside, in substance, "Bid for City of Oxford, Mississippi General Obligation Bonds (Capital Improvements Issue), Series 2018B", before 3:30 o'clock p.m., Mississippi time, on August 7, 2018. No interest will be allowed the bidder on the good faith deposit which accompanies this bid.)

ACCEPTANCE

The above bid accepted by the Mayor and Board of Aldermen of the City of Oxford, Mississippi, this 7th day of August, 2018, and receipt of the within mentioned check is hereby acknowledged.

Attest:

City Clerk




CITY OF OXFORD, MISSISSIPPI

By: Robyn Jannetull
Mayor

Return of the good faith check is hereby acknowledged.

By _____

Title _____

¹ Please list on an exhibit all members, if any, of your syndicate.

SERIES 2018B

[illegible]

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There came on for consideration the matter of the issuance of general obligation bonds of the City of Oxford, Mississippi and, after a discussion of the subject matter, Alderman _____ offered and moved the adoption of the following resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF OXFORD, MISSISSIPPI AWARDED THE SALE OF ONE MILLION FIFTY THOUSAND DOLLARS (\$1,050,000) CITY OF OXFORD, MISSISSIPPI TAXABLE GENERAL OBLIGATION BONDS (CAPITAL IMPROVEMENTS ISSUE), SERIES 2018C; DIRECTING THE ISSUANCE OF SAID BONDS; PRESCRIBING THE FORM AND DETAILS OF SAID BONDS; PROVIDING CERTAIN COVENANTS OF SAID CITY IN CONNECTION WITH SAID BONDS; DIRECTING THE PREPARATION, EXECUTION AND DELIVERY THEREOF; AUTHORIZING THE PREPARATION AND DISTRIBUTION OF A FINAL OFFICIAL STATEMENT IN CONNECTION WITH SAID BONDS; PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT THEREOF; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen of the City of Oxford, Mississippi (the "Governing Body"), acting for and on behalf of the City of Oxford, Mississippi (the "City"), are authorized by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Act"), to issue general obligation bonds for the purposes set forth therein, including, but not limited to, erecting municipal buildings and repairing, improving adorning and equipping the same and constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor (the "Project"); and

WHEREAS, the Governing Body, acting for and on behalf of the City, is authorized by the Act to issue general obligation bonds of the City for the purpose of providing financing for the Project; and

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

WHEREAS, on December 5, 2017, the Governing Body adopted a resolution (the "Intent Resolution") declaring its intention to, among other things, issue and sell general obligation bonds of the City in a total aggregate principal amount not to exceed Eleven Million Dollars (\$11,000,000) for the purpose of providing financing for the Project; and

WHEREAS, as required by the Intent Resolution and Section 21-33-307 of the Act, a Notice of Resolution of Intent (the "Notice of Intent") was published in *The Oxford Eagle*, a newspaper published in and having a general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended and supplemented from time to time, on December 8, 15, 22 and 29, 2017, said publication being for at least three (3) consecutive weeks, with the first publication of the Notice of Intent being made not less than twenty-one (21) days prior to January 2, 2018, and the last publication being made not more than seven (7) days prior to such date; and

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~~WHEREAS, as the Clerk of the City of Oxford, on January 2, 2018, no qualified elector of the City had filed a written protest or objection of any kind or character against the Project or the issuance of such general obligation bonds with the Clerk of the City (the "Clerk") or any member of the Governing Body; and~~

WHEREAS, at the hour of 5:00 p.m. on January 2, 2018, at the usual meeting place of the Governing Body, in the Board Room, located in the City Hall at 107 Courthouse Square in the City, all persons present or represented by counsel or otherwise were given the opportunity to be heard concerning the Project or the issuance of such general obligation bonds and no protest or objection of any kind or character against the Project or the issuance of such general obligation bonds was presented; and

WHEREAS, on January 2, 2018, the Governing Body adopted a resolution (the "No Protest Resolution") finding and determining that the Notice of Intent was duly published as required by law and that no written protest or other objection of any kind or character against the issuance of such general obligation bonds was filed by qualified electors of the City; and

WHEREAS, pursuant to the No Protest Resolution, the Governing Body authorized and approved the issuance of such general obligation bonds of the City, in one or more series, in an amount not to exceed Eleven Million and No/100ths Dollars (\$11,000,000), to raise money for the Project, all in accordance with the Act; and

WHEREAS, on July 17, 2018, the Governing Body adopted a resolution (the "Sale Resolution") authorizing the sale and issuance of not to exceed \$1,050,000 City of Oxford, Mississippi Taxable General Obligation Bonds (Capital Improvements Issue), Series 2018C (the "Series 2018C Bonds"), approving the form of and authorizing the publication of a Notice of Bond Sale (the "Notice of Sale") in connection with the Series 2018C Bonds and approving the form of and authorizing the distribution of a Preliminary Official Statement (the "Preliminary Official Statement") in connection with the Series 2018C Bonds and a final Official Statement (the "Official Statement") relating thereto; and

WHEREAS, contemporaneously with the issuance of the Series 2018C Bonds, the City will issue its not to exceed \$9,950,000 General Obligation Bonds (Capital Improvements Issue), Series 2018B for the purpose of providing additional financing for the Project; and

WHEREAS, pursuant to the direction of the Sale Resolution, the Notice of Sale was published in *The Oxford Eagle*, a newspaper published in and having a general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended and supplemented from time to time, on July 26, 2018 and August 2, 2018, in the form attached hereto as Exhibit A and made a part hereof; and

WHEREAS, at or prior to the hour of 4:00 o'clock p.m., Mississippi time, on this 7th day of August, 2018, there were filed with the Clerk, acting for and on behalf of the Governing Body _____ (_____) sealed bids for the purchase of all of the Series 2018C Bonds as follows:

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Name	Net Interest Cost Rate
------	---------------------------

and a check payable to the City in the sum of Twenty-One Thousand Dollars (\$21,000.00) as evidence of the good faith of each bidder accompanied each of said bids; and

WHEREAS, copies of each of said bids are attached hereto as Exhibit B and made a part hereof; and

WHEREAS, the Governing Body has read and considered each of said bids at length and determined that said bids are in accordance with the terms and provisions of the Notice of Sale; and

WHEREAS, the Governing Body directed Government Consultants, Inc. (the "Financial Advisor") to verify which bid produced the lowest net interest rate (as defined in the Notice of Sale) for the Series 2018C Bonds; and

WHEREAS, the bid of _____ (the "Purchaser") produces the lowest net interest rate for the Series 2018C Bonds and said bid computes to a net interest rate of _____%; and

WHEREAS, Butler Snow LLP ("Bond Counsel") has examined the bid of the Purchaser and declared it to be in legal form and in accordance with the terms and provisions of the Notice of Sale; and

WHEREAS, it is the opinion of the Governing Body that the best interest of the City will be served by the acceptance of the aforesaid bid of the Purchaser; and

WHEREAS, the issuance of the Series 2018C Bonds for the purpose of raising money to provide financing for the Project will result in a substantial public benefit to the citizens of the City; and

WHEREAS, it has now become necessary that the Governing Body proceed to make provision for the preparation, execution, issuance and delivery of the Series 2018C Bonds.

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

SECTION 1. The bid of the Purchaser is hereby declared to be the best responsible bid and the one offering to purchase the City's \$1,050,000 Taxable General Obligation Bonds (Capital Improvements Issue), Series 2018C at such price and such rates of interest as will produce the lowest net interest rate for the City.

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~~Section 2. The bid of the Purchaser herein is hereby adopted, subject to the conditions of the Notice of Sale, and in accordance with said bid the Series 2018C Bonds shall bear interest at the following rates:~~

Year	Principal Amount	Interest Rate/ Coupon
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		

The Mayor of the City (the "Mayor") and the Clerk are hereby empowered and directed to accept said bid in the manner provided in the bid, and the good faith check received with said bid, in the sum of Twenty-One Thousand Dollars (\$21,000.00), shall be collected, deposited and invested by the City in accordance with the terms of the Notice of Sale, and shall be applied in part payment for the Series 2018C Bonds or to secure the City from any loss resulting from the failure of the Purchaser to comply with the terms of its bid. All other good faith checks shall be returned to the respective unsuccessful bidders by the Clerk.

SECTION 3. Proceeding under the authority of the Act, there shall be and there are hereby authorized and directed to be issued Taxable General Obligation Bonds (Capital Improvements Issue), Series 2018C of the City in the aggregate principal amount of One Million Fifty Thousand Dollars (\$1,050,000). In consideration of the purchase and acceptance of any and all of the Series 2018C Bonds by the registered owners thereof, this resolution shall constitute a contract between the City and the registered owners from time to time of the Series 2018C Bonds. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the registered owners of any and all of the Series 2018C Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction. Pursuant to the Act, the Series 2018C Bonds shall be general obligations of the City, and the full faith, credit and taxing power of the City are hereby irrevocably pledged for the payment of the principal of and interest on the Series 2018C Bonds. For the purposes of effectuating and providing for the payment of the principal of and interest on the Series 2018C Bonds, as the same shall respectively mature and accrue, there shall be, and is hereby, levied to the extent necessary therefore a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Series 2018C Bonds; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Bond

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Fund (as hereinafter defined), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Series 2018C Bonds due during the ensuing fiscal year of the City. When necessary, said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Series 2018C Bonds as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this Section 3, such failure shall not impair the right of the registered owners of any of the Series 2018C Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Series 2018C Bonds, both as to principal and interest.

SECTION 4. The Series 2018C Bonds shall be dated the date of delivery thereof; shall bear interest from said date at the rates per annum set forth in Section 2 above (computed on the basis of a three hundred sixty (360) day year of twelve (12), thirty (30) day months), payable on February 1 and August 1 of each year, commencing February 1, 2019; and shall mature on August 1 in the years and in the principal amounts set forth in Section 2 above.

SECTION 5. The Series 2018C Bonds shall be issued as fully registered bonds in the denominations of \$5,000 or any integral multiple thereof and shall be numbered from R-1 upwards without regard to maturity.

SECTION 6. The Series 2018C Bonds will not be subject to redemption prior to maturity.

SECTION 7. (a) Notwithstanding anything to the contrary in this resolution, so long as the Series 2018C Bonds are being held under a book-entry system, transfers of beneficial ownership of the Bonds will be affected pursuant to rules and procedures established by the Securities Depository. For the purposes of this resolution, "Securities Depository" shall mean a recognized securities depository (or its successor or substitute) selected by the City to act as the securities depository maintaining a book-entry transfer system for the Series 2018C Bonds.

(b) As long as a book-entry system is in effect for the Series 2018C Bonds, the Securities Depository Nominee will be recognized as the registered owner of the Series 2018C Bonds for the purposes of (1) paying the principal of or interest on such Series 2018C Bonds, (2) giving any notice permitted or required to be given to registered owners under this resolution, (3) registering the transfer of such Series 2018C Bonds, and (4) requesting any consent or other action to be taken by the registered owners of such Series 2018C Bonds, and for all other purposes whatsoever, and neither the City nor the Paying and Transfer Agent (as hereinafter defined) shall be affected by any notice to the contrary. For the purposes of this resolution, "Securities Depository Nominee" shall mean, with respect to the Series 2018C Bonds and as to any Securities Depository, such Securities Depository or the nominee of such Securities Depository in whose name the Series 2018C Bonds shall be registered on the registration books of the City maintained by the Paying and Transfer Agent during the time such Series 2018C Bonds are held under a book-entry system through such Securities Depository.

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neither the City nor the Paying and Transfer Agent shall have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in any Series 2018C Bonds which are registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as registered owner of such Series 2018C Bonds. SAFEGUARD - DEMENT 821077

(d) The Paying and Transfer Agent shall pay all principal of and interest on the Series 2018C Bonds issued under a book-entry system, only to the Securities Depository, or the Securities Depository Nominee, as the case may be, for such Series 2018C Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal of and interest on such Series 2018C Bonds.

(e) In the event that the City determines that it is in the best interest of the City to discontinue the book-entry system of transfer for the Series 2018C Bonds, or that the interests of the beneficial owners of the Series 2018C Bonds may be adversely affected if the book-entry system is continued, then the City shall notify the Securities Depository and the Paying and Transfer Agent of such determination. In such event, the City shall execute and the Paying and Transfer Agent shall, pursuant to subsequent resolution of the City, authenticate, register and deliver physical certificates for the Series 2018C Bonds in exchange for the Series 2018C Bonds registered in the name of the Securities Depository Nominee. Such certificates shall be in fully registered form and transferable only upon the registration books of the City maintained by the Paying and Transfer Agent, by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Paying and Transfer Agent, duly executed by the registered owner or his duly authorized attorney in accordance with this resolution.

(f) In the event that the Securities Depository for the Series 2018C Bonds discontinues providing its services, the City shall either engage the services of another Securities Depository or deliver physical certificates in the manner described in subparagraph (e) above.

(g) In connection with any notice or other communication to be provided to the registered owners of the Series 2018C Bonds by the City or by the Paying and Transfer Agent with respect to any consent or other action to be taken by the registered owners, the City or the Paying and Transfer Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

(h) The Series 2018C Bonds shall be issued initially under the book-entry system maintained by The Depository Trust Company, New York, New York ("DTC"), and shall be registered in the name of Cede & Co., as the initial Securities Depository Nominee for the Series 2018C Bonds. As long as the Series 2018C Bonds are maintained by DTC under its book-entry system, all payments with respect to the principal of and interest on the Series 2018C Bonds and notices shall be made and given, respectively, to DTC.

(i) As long as the book-entry-only system is used for the Series 2018C Bonds, conveyance of notices and other communications by DTC to DTC Participants, by DTC

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Participants to Indirect Participants and by DTC Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory and regulatory requirements as may be in effect from time to time. Beneficial Owners may desire to make arrangements with a DTC Participant or Indirect Participant so that all communications to DTC which affect such Beneficial Owners will be forwarded in writing by such DTC Participant or Indirect Participant.

SECTION 8. The principal of the Series 2018C Bonds shall be payable in lawful money of the United States of America upon presentation and surrender thereof as the same shall become due at a bank or trust company located within or without the State to serve as paying agent, transfer agent and registrar of the Series 2018C Bonds (the "Paying and Transfer Agent"). Subject to the provisions of Section 7 hereof, interest will be payable by check or draft drawn upon the Paying and Transfer Agent, made payable to the registered owner named in, and mailed to the address of the registered owner as it shall appear on the registration books of the City for the Series 2018C Bonds as of the close of business on the date which shall be the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding each interest payment date, which registration books shall be held by the Paying and Transfer Agent.

SECTION 9. Pursuant to the authority granted by the Act and the Registered Bond Act, being Section 31-21-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Registered Bond Act"), the Series 2018C Bonds shall be executed by the manual or facsimile signature of the Mayor and the official seal of the City shall be affixed or lithographed or otherwise reproduced thereon, attested by the Clerk, and the Series 2018C Bonds shall be authenticated by the Paying and Transfer Agent. The Paying and Transfer Agent shall authenticate each Series 2018C Bond by executing the Paying and Transfer Agent's Certificate thereon and no Series 2018C Bond shall be valid or become obligatory for any purpose until such certificate shall have been duly executed by the Paying and Transfer Agent. Such certificate, when duly executed on behalf of the City, shall be conclusive evidence that the Series 2018C Bond so authenticated has been duly authenticated and delivered. The validation certificate, for which provision is hereinafter made, to appear on each Bond, shall be executed by the Clerk, and the said certificate may be executed by the manual or facsimile signature of the Clerk. The Series 2018C Bonds shall be delivered to the Purchaser upon payment of the purchase price therefore in accordance with the terms and conditions of their sale and award, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, sale, issuance and validation of the Series 2018C Bonds, and the final, unqualified approving opinion of Bond Counsel. Prior to or simultaneously with the delivery by the Paying and Transfer Agent of any of the Series 2018C Bonds, the City shall file with the Paying and Transfer Agent: (a) a copy, certified by the Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, sale, issuance and validation of the Series 2018C Bonds; and (b) an authorization to the Paying and Transfer Agent, signed by the Mayor, to authenticate and deliver the Series 2018C Bonds to the Purchaser. At delivery, the Paying and Transfer Agent shall authenticate the Series 2018C Bonds and deliver them to the Purchaser upon payment of the purchase price of the Series 2018C Bonds to the City.

If the Series 2018C Bonds are no longer being held under a book-entry system as provided in Section 7 hereof, certificates, blank as to denomination, rate of interest, date of

maturity **MINUTE BOOK No. 82, CITY OF OXFORD** and CUSIP number and sufficient quantity in the judgment of the City to meet the reasonable transfer and reissuance needs on the Series 2018C Bonds, shall be printed and delivered to the Paying and Transfer Agent, and held by the Paying and Transfer Agent until needed for transfer or reissuance, whereupon the Paying and Transfer Agent shall imprint the appropriate information as to denomination, rate of interest, date of maturity and CUSIP number prior to the registration, authentication and delivery thereof to the transferee holder. The Paying and Transfer Agent is hereby authorized upon the approval of the Governing Body to have printed from time to time as necessary additional certificates bearing the facsimile seal of the City and facsimile signatures of the persons who were the officials of the Governing Body as of the date of original issue of the Series 2018C Bonds. When the Series 2018C Bonds shall have been validated and executed as herein provided, they shall be registered as an obligation of the City in a book maintained for that purpose, and the Clerk shall cause to be imprinted upon each of the Series 2018C Bonds, over her manual or facsimile signature and manual or facsimile seal, her certificate in substantially the form set out in Section 10.

SECTION 10. The Series 2018C Bonds of this issue, the certificates to appear thereon and the Paying and Transfer Agent's Certificate shall be in substantially the following forms:

[FORM OF BOND]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE PAYING AND TRANSFER AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

Number R- _____ \$ _____

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

**CITY OF OXFORD, MISSISSIPPI
GENERAL OBLIGATION BONDS
(CAPITAL IMPROVEMENTS ISSUE) , SERIES 2018C**

Interest Rate	Maturity Date	Dated Date	CUSIP
%	August 1, 20__	August __, 2018	

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REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM:

THE CITY OF OXFORD, MISSISSIPPI (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi (the "State"), hereby acknowledges itself indebted and for value received hereby promises to pay to the registered owner named above or registered assigns, on the maturity date stated above, upon presentation and surrender of this Bond at the corporate trust office of _____ in _____, _____ (such bank and any successor thereto hereinafter called collectively, the "Paying and Transfer Agent"), the principal sum stated hereon in lawful money of the United States of America, and to pay to the registered owner hereof or registered assigns interest on such principal sum, in like money, from the dated date of this Bond until the maturity date thereof, at the interest rate per annum stated hereon, payable on the first day of February and August of each year, commencing February 1, 2019, by check or draft drawn upon the Paying and Transfer Agent, made payable to the registered owner named in, and mailed to the address of the registered owner as it shall appear on the registration books held by the Paying and Transfer Agent as of the close of business on the date which shall be the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding each interest payment date. Interest on this Bond will be computed on the basis of a 360-day year consisting of twelve (12) thirty (30) day months.

For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Bond, both as to principal and interest, the full faith, credit and taxing power of the City are irrevocably pledged. The Bonds (as hereinafter defined) are and will continue to be payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City. The City will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Bond Fund (as defined in the Resolution, as hereinafter defined), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of the Resolution.

This Bond is one of an authorized issue of General Obligation Bonds (Capital Improvements Issue), Series 2018C (the "Bonds") of like date, tenor and effect, except as to rate of interest and date of maturity, issued by the City pursuant to and in conformity with the Constitution and laws of the State, including, among others, Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Act"), and pursuant to resolutions duly adopted by the Mayor and Board of Aldermen of the City on December 5, 2017, January 2, 2018, July 17, 2018 and August 7, 2018 (collectively, the "Resolution"), to raise money for the purpose of (a) financing a portion of the cost of erecting municipal buildings and repairing, improving adorning and equipping the same and constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking

facilities, and purchasing and thereupon paying the costs incident to the sale and issuance of the Bonds, all in accordance with the Act. Reference is hereby made to the Resolution, copies of which are on file at the corporate trust office of the Paying and Transfer Agent and at the Office of the City Clerk in Oxford, Mississippi, to all of the provisions of which the registered owner hereof assents by acceptance of this Bond.

This Bond is transferable only upon the books kept for that purpose at the corporate trust office of the Paying and Transfer Agent, upon surrender at said office, together with a written instrument of transfer satisfactory to the Paying and Transfer Agent duly executed by the registered owner or his authorized attorney, and thereupon a new bond or bonds of like maturity, interest rate and aggregate principal amount shall be issued to the transferee. In like manner, this Bond may be exchanged for an equal aggregate principal amount of Bonds of any other authorized denominations. Bonds are issuable in the authorized denominations of \$5,000 or any integral multiple thereof. The issuance, transfer, exchange and replacement of the Bonds of this issue and other similar matters are governed by conditions on file at the corporate trust office of the Paying and Transfer Agent and at the Office of the City Clerk.

The Bonds will not be subject to redemption prior to maturity.

All Bonds for the payment of which sufficient monies, or, to the extent permitted by the laws of the State, (a) direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America ("Government Obligations"), or (b) certificates of deposit or other securities fully secured by Government Obligations, or (c) evidences of ownership of proportionate interests in future interest or principal payments on Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the Government Obligations and which Government Obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated, or (d) municipal obligations, the payment of the principal of, interest and premium, if any, on which are irrevocably secured by Government Obligations and which Government Obligations are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and have been deposited in an escrow account which is irrevocably pledged to the payment of the principal of and interest and premium, if any, on such municipal obligations (all of which collectively, with Government Obligations, "Defeasance Securities"), shall have been deposited with an escrow agent appointed for such purpose, which may be the Paying and Transfer Agent, all to the extent provided in the Resolution, shall be deemed to have been paid, shall cease to be entitled to any lien, benefit or security under the Resolution and shall no longer be deemed to be outstanding thereunder, and the registered owners shall have no rights in respect thereof except to receive payment of the principal of, premium, if any, and interest on such Bonds from the funds held for that purpose. Defeasance Securities shall be considered sufficient under the Resolution if said investments, with interest, mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due on such Bonds.

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IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and to be performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Bond and the issue of which it forms a part, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation.

This Bond shall not be valid or become obligatory for any purpose until this Bond shall have been authenticated by the execution by the Paying and Transfer Agent of the Paying and Transfer Agent's Certificate hereon.

The City and the Paying and Transfer Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Paying and Transfer Agent shall be affected by any notice to the contrary.

IN WITNESS WHEREOF, the City of Oxford, Mississippi, acting by and through its Mayor and Board of Aldermen, has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, and has caused the official seal of the City to be affixed thereto, attested by the manual or facsimile signature of its Clerk.

(SEAL)

CITY OF OXFORD, MISSISSIPPI

By _____
Mayor

ATTEST:

City Clerk

PAYING AND TRANSFER AGENT'S CERTIFICATE

This Bond is one of the Bonds of the above designated issue of Bonds delivered in accordance with the terms of the within mentioned Resolution.

_____, as Paying and
Transfer Agent

By _____
Authorized Signature

Date of Registration and Authentication: _____

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STATE OF MISSISSIPPI)
) ss:
COUNTY OF LAFAYETTE)

I, Ashley Atkinson, City Clerk of the City of Oxford, Mississippi, do hereby certify that the issuance of the Bonds of which the within Bond is one has been duly registered by me as an obligation of said City pursuant to law in a book kept by said City for that purpose and has been validated and confirmed by decree of the Chancery Court of Lafayette County, Mississippi, rendered on the ____ day of _____, 2018 pursuant to the Act.

City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____ as registrar and transfer agent to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Signature guaranteed:

(Bank, Trust Company or Paying Agent)

(Authorized Officer)

Date of Assignment: _____

Insert Social Security Number or other Tax Identification Number of Assignee

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without any alteration whatever, and must be guaranteed by a commercial bank or trust company or a member of a national securities exchange who is a member of a Medallion Signature Guarantee Program.

[END OF FORM OF BOND]

SECTION 11. The Governing Body hereby adopts, pursuant to the authority granted by the Act and the Registered Bond Act, the following conditions (the "Conditions") which are to

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apply to the transfer, exchange and replacement of the Series 2018C Bonds, and other similar matters.

CONDITIONS AS TO THE ISSUANCE, TRANSFER, EXCHANGE AND REPLACEMENT OF THE SERIES 2018C BONDS

"Paying and Transfer Agent" as used in these Conditions means, as to Series 2018C Bonds designated herein, the bank or banks designated by action of the Governing Body as the Paying and Transfer Agent with respect to the Series 2018C Bonds and whose duties and responsibilities shall be as further limited or set forth in the form of Series 2018C Bonds for such issue of Series 2018C Bonds.

The terms and provisions of this Section shall be subject to the terms and provisions of Section 7 hereof.

The principal of all Series 2018C Bonds shall be payable at the corporate trust office of the Paying and Transfer Agent, and payment of the interest on each Series 2018C Bond shall be made by the Paying and Transfer Agent on each interest payment date to the person appearing on the registration books of the City (hereinafter provided for) as the registered owner thereof as of the close of business on the date which shall be the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding such interest payment date, by check or draft mailed to such registered owner at his address as it appears on such registration books. Payment of the principal of all Series 2018C Bonds shall be made upon the presentation and surrender for cancellation of such Series 2018C Bonds as the same shall become due and payable.

Series 2018C Bonds, upon surrender thereof at said corporate trust office of the Paying and Transfer Agent with a written instrument of transfer satisfactory to such Paying and Transfer Agent duly executed by the registered owner or his authorized attorney, may be exchanged for Series 2018C Bonds of like series, maturity and interest rate of any other authorized denominations. Each such Series 2018C Bond shall be dated as of the date six (6) months preceding the interest payment date thereon next following the date of delivery of such Series 2018C Bond in registered form, unless such date of delivery shall be an interest payment date in which case it shall be dated as of such date of delivery, and every such Series 2018C Bond in registered form shall bear interest from its date.

So long as the Series 2018C Bonds shall remain outstanding, the City shall cause the Paying and Transfer Agent to maintain and keep, at its corporate trust office, registration books for the registration and transfer of Series 2018C Bonds, and, upon presentation thereof for such purpose at such corporate trust office, the City shall cause the Paying and Transfer Agent to register or cause to be registered thereon, and permit to be transferred thereon, under such reasonable regulations as the Paying and Transfer Agent may prescribe, any Bond. So long as any of the Series 2018C Bonds remain outstanding, the City shall make all necessary

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provisions to permit the exchange of Series 2018C Bonds at the corporate trust office of the Paying and Transfer Agent. SAFEGUARD - DEMENT 62-1077

All Series 2018C Bonds shall be transferable only upon the registration books which shall be kept for that purpose at the corporate trust office of the Paying and Transfer Agent for the City, by the registered owner thereof in person or his authorized attorney, upon surrender thereof, together with a written instrument of transfer satisfactory to the Paying and Transfer Agent, duly executed by the registered owner or his authorized attorney, and upon such transfer there shall be issued in the name of the transferee a new Series 2018C Bond or Series 2018C Bonds in registered form of the same series in the same aggregate principal amount and of like maturity and interest rate as the Series 2018C Bond or Series 2018C Bonds surrendered. Series 2018C Bonds issued in connection with transfers shall be dated in the same manner provided above for the dating of Series 2018C Bonds issued in connection with exchanges.

Neither the City nor the Paying and Transfer Agent shall be required to exchange or transfer Series 2018C Bonds for a period of fifteen (15) days next preceding an interest payment date on the Series 2018C Bonds.

All Series 2018C Bonds surrendered in any exchanges or transfers shall forthwith be canceled by the Paying and Transfer Agent and thereafter transmitted to the City.

Prior to the issuance or delivery of any Bond, whether upon original issuance, transfer, exchange or replacement, the Paying and Transfer Agent shall manually execute the certificate of authentication provided thereon. No Series 2018C Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Paying and Transfer Agent. Such certificate of the Paying and Transfer Agent upon any Series 2018C Bond executed on behalf of the City shall be conclusive evidence that the Series 2018C Bond so authenticated has been duly authenticated and delivered.

Series 2018C Bonds bearing the facsimile signature of any person who shall have been the Mayor or Clerk at the time such Series 2018C Bonds were originally dated or delivered by the City shall bind the City notwithstanding the fact that he or she may have ceased to be such officer prior to the delivery of such Series 2018C Bonds or was not such officer at the date of such Series 2018C Bonds.

Except as otherwise required by law, if (a) any mutilated Series 2018C Bond is surrendered to the Paying and Transfer Agent at its corporate trust office, or the Paying and Transfer Agent receives evidence to its satisfaction of the destruction, loss or theft of any Series 2018C Bond and (b) there is delivered to the Paying and Transfer Agent such security or indemnity as may be required by it to save harmless the City and the Paying and Transfer Agent, and as otherwise required by law, then, in the absence of notice to the Paying and Transfer Agent that such

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Series 2018C Bond has been acquired by a bona fide purchaser as such term is defined in the Uniform Commercial Code as it is then in effect in the State of Mississippi, the Paying and Transfer Agent shall authenticate and deliver, in exchange for any such mutilated Bond, or in lieu of any such destroyed, lost or stolen Bond, a new Series 2018C Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The Paying and Transfer Agent shall thereupon cancel any Series 2018C Bond so surrendered.

In case any mutilated, destroyed, lost or stolen Series 2018C Bond has become or is about to become due and payable, the Paying and Transfer Agent in its discretion may, instead of issuing a new Bond, pay such Bond.

Each new Series 2018C Bond issued pursuant to this Section in lieu of any surrendered, destroyed, lost or stolen Series 2018C Bond shall constitute an additional contractual obligation of the City and shall be entitled to all benefits equally and proportionately with any and all other Series 2018C Bonds duly issued. All Series 2018C Bonds shall be held and owed upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Series 2018C Bonds, and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Series 2018C Bonds or securities.

Notwithstanding the foregoing provisions of these Conditions, no Series 2018C Bonds shall be exchanged for other Series 2018C Bonds or be registered or transferred or issued or delivered by or on behalf of the City or the Paying and Transfer Agent pursuant to this Section at the request of a holder or owner of a Bond, except upon payment to such Paying and Transfer Agent by or on behalf of such holder or owner of a charge sufficient to reimburse the City and such Paying and Transfer Agent for any tax, fee, or other governmental charge required to be paid with respect to the transaction.

The City and the Paying and Transfer Agent may treat and consider the person in whose name any Series 2018C Bond shall be registered upon the registration books as herein provided as the holder and absolute owner thereof, whether such Series 2018C Bond shall be overdue or not, for the purpose of receiving payment of the principal thereof and interest thereon and for all other purposes whatsoever; provided, however, payment of, or on account of, the principal of and interest on such Series 2018C Bond shall be made only to, or upon the order of, such registered owner, and such payment so made shall be valid and effective to satisfy and discharge the liability upon such Series 2018C Bond to the extent of the sum or sums so paid, and neither the City nor any Paying and Transfer Agent shall be affected by any notice to the contrary.

SECTION 12. (a) So long as any of the Series 2018C Bonds shall remain outstanding, the City shall maintain with the Paying and Transfer Agent records for the registration and

transfer **MINUTE BOOK No. 82, CITY OF OXFORD** The City hereby appointed registrar for the Series 2018C Bonds, in which capacity the Paying and Transfer Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, any Series 2018C Bond entitled to registration or transfer. SAFEGUARD DOCUMENT 62-1077

(b) The City shall pay or reimburse the Paying and Transfer Agent for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement between the City and the Paying and Transfer Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Paying and Transfer Agent, shall be made by the City on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(c) (i) A Paying and Transfer Agent may at any time resign and be discharged of its duties and obligations as Paying and Transfer Agent, by giving at least sixty (60) days written notice to the City, and may be removed as Paying and Transfer Agent at any time by resolution of the Governing Body delivered to the Paying and Transfer Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Paying and Transfer Agent, and shall be transmitted to the Paying and Transfer Agent being removed within a reasonable time prior to the effective date thereof. Provided, however, that no resignation or removal of a Paying and Transfer Agent shall become effective until a successor Paying and Transfer Agent has been appointed pursuant to this resolution.

(ii) Upon receiving notice of the resignation of the Paying and Transfer Agent, the City shall promptly appoint a successor Paying and Transfer Agent by resolution of the Governing Body. Any appointment of a successor Paying and Transfer Agent shall become effective upon acceptance of appointment by the successor Paying and Transfer Agent. If no successor Paying and Transfer Agent shall have been so appointed and have accepted appointment within thirty (30) days after the notice of resignation, the resigning Paying and Transfer Agent may petition any court of competent jurisdiction for the appointment of a successor Paying and Transfer Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor Paying and Transfer Agent.

(iii) In the event of a change of Paying and Transfer Agents, the predecessor Paying and Transfer Agent shall cease to be custodian of any funds held pursuant to this resolution in connection with its role as such Paying and Transfer Agent, and the successor Paying and Transfer Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Paying and Transfer Agent shall be fully paid. Every predecessor Paying and Transfer Agent shall deliver to its successor Paying and Transfer Agent all books of account, registration records, lists of holders of the Series 2018C Bonds and all other records, documents and instruments relating to its duties as such Paying and Transfer Agent.

(iv) Any successor Paying and Transfer Agent appointed under the provisions hereof shall be a bank, trust company or national banking association having Federal Deposit

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Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

(v) Every successor Paying and Transfer Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor Paying and Transfer Agent and to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor Paying and Transfer Agent, without any further act, shall become fully vested with all the rights, immunities and powers, and be subject to all the duties and obligations, of its predecessor.

(vi) Should any transfer, assignment or instrument in writing be required by any successor Paying and Transfer Agent from the City to more fully and certainly vest in such successor Paying and Transfer Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Paying and Transfer Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged and delivered by the City.

(vii) The City will provide any successor Paying and Transfer Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the Series 2018C Bonds.

(viii) All duties and obligations imposed hereby on a Paying and Transfer Agent or successor Paying and Transfer Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by this resolution.

(d) Any corporation or association into which a Paying and Transfer Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Paying and Transfer Agent hereunder and vested with all the powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either the City or the successor Paying and Transfer Agent, anything herein to the contrary notwithstanding, provided only that such successor Paying and Transfer Agent shall be satisfactory to the City and eligible under the provisions of Section 12(c)(iv) hereof.

SECTION 13. The Series 2018C Bonds shall be prepared and executed as soon as may be practicable after the adoption of this resolution and shall be delivered thereafter to the Purchaser.

SECTION 14. If (a) the City shall pay or cause to be paid to the owners of the Series 2018C Bonds the principal of, and interest to become due thereon at the times and in the manner stipulated therein and herein, (b) all fees and expenses of the Paying and Transfer Agent shall have been paid, and (c) the City shall have kept, performed and observed all and singular the covenants and promises in the Series 2018C Bonds and in this resolution expressed as to be kept, performed and observed by it or on its part, then the Series 2018C Bonds shall cease to be

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entitled to any lien, benefit or security under this resolution and shall no longer be deemed to be outstanding hereunder. If the City shall pay or cause to be paid to the owners of outstanding Series 2018C Bonds of a particular maturity, the principal of, and interest to become due thereon at the times and in the manner stipulated therein and herein, such Series 2018C Bonds shall cease to be entitled to any lien, benefit or security under this resolution and shall no longer be deemed to be outstanding hereunder.

All Series 2018C Bonds for the payment of which sufficient monies, or, to the extent permitted by the laws of the State, (a) direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America ("Government Obligations"), or (b) certificates of deposit or other securities fully secured by Government Obligations, or (c) evidences of ownership of proportionate interests in future interest or principal payments on Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the Government Obligations and which Government Obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated, or (d) municipal obligations, the payment of the principal of, interest and premium, if any, on which are irrevocably secured by Government Obligations and which Government Obligations are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and have been deposited in an escrow account which is irrevocably pledged to the payment of the principal of and interest and, premium, if any, on such municipal obligations (all of which collectively, with Government Obligations, are hereinafter called "Defeasance Securities"), shall have been deposited with an escrow agent appointed for such purpose, which may be the Paying and Transfer Agent, (whether upon or prior to the maturity of such Series 2018C Bonds) shall be deemed to have been paid within the meaning of this Section, shall cease to be entitled to any lien, benefit or security under this resolution and shall no longer be deemed to be outstanding hereunder, and the registered owners shall have no rights in respect thereof except to receive payment of principal of, premium, if any, and interest on such Series 2018C Bonds from the funds held for that purpose; provided, however, that if such Series 2018C Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given as provided herein or arrangements shall have been made for the giving thereof. Defeasance Securities will be considered sufficient if said investments, with interest, mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due on the Series 2018C Bonds. For the purpose of this Section, Defeasance Securities shall mean and include only (a) such Defeasance Securities which shall not be subject to redemption prior to their maturity other than at the option of the holder thereof or (b) Defeasance Securities which, if subject to redemption shall, nevertheless, in all events, regardless of when redeemed, provide sufficient and timely funds for payment of the principal of, premium, if any, and interest on the Series 2018C Bonds to be paid thereby.

SECTION 15. As authorized by the Act, the Series 2018C Bonds herein authorized to be issued shall be submitted to validation in the Chancery Court of Lafayette County, Mississippi, in the manner and with the force and effect provided by Section 31-13-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time. The actions of

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Bond Counsel and the Clerk in preparing a certified transcript of the proceedings of the Governing Body in connection with the issuance and sale of the Series 2018C Bonds for review by the State's Bond Attorney are hereby ratified and confirmed.

SECTION 16. (a) In the event the Purchaser shall fail to designate the names, addresses and social security or tax identification numbers of the registered owners of the Series 2018C Bonds within thirty (30) days of the date of sale, or at such other later date as may be designated by the City, one Series 2018C Bond registered in the name of the Purchaser may be issued in the full amount for each maturity. Ownership of the Series 2018C Bonds shall be in the Purchaser until the initial registered owner has made timely payment and, upon request of the Purchaser within a reasonable time of the initial delivery of the Series 2018C Bonds, the Paying and Transfer Agent shall re-register any such Series 2018C Bond upon its records in the name of the registered owner to be designated by the Purchaser in the event timely payment has not been made by the initial registered owner.

(b) Except as hereinabove provided, the person in whose name any Series 2018C Bond shall be registered in the records of the City kept and maintained by the Paying and Transfer Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on any Series 2018C Bond shall be made only to or upon the order of the registered owner thereof, or his legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2018C Bond to the extent of the sum or sums so paid.

SECTION 17. (a) The City shall maintain with a qualified depository thereof a special fund, hereby created, in the name of the City designated the "2018C Capital Improvements Bond Fund (Taxable)" (the "Bond Fund") in its name for the payment of the principal of and interest on the Series 2018C Bonds and the payment of the Paying and Transfer Agents' fees in connection therewith. There shall be deposited into the Bond Fund as and when received:

- (i) the accrued interest and premium, if any, received upon delivery of the Series 2018C Bonds;
- (ii) the avails of any of the ad valorem taxes levied and collected pursuant to Section 3 hereof;
- (iii) any income received from investment of monies in the Bond Fund; and
- (iv) any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Series 2018C Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the Bond Fund.

(b) As long as any principal of and interest on the Series 2018C Bonds remains outstanding, the Clerk is hereby irrevocably authorized and directed to withdraw from the Bond Fund sufficient monies to make the payments herein provided for and to transfer same to the account of the Paying and Transfer Agent in time to reach said Paying and Transfer Agent at

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least five (5) days prior to the date on which said interest or principal and interest shall become due. SAFEGUARD - DEMENT 82-1077

SECTION 18. (a) The principal proceeds received upon the sale of the Series 2018C Bonds shall be deposited with a qualified depository of the City in a special fund, hereby created, in the name of the City designated the "2018C Capital Improvements Construction Fund (Taxable)" from which there shall first be paid all expenses, premiums, fees and commissions incurred in connection with the authorization, issuance, sale, validation and delivery of the Series 2018C Bonds, including, but not limited to, the fees and expenses of Bond Counsel, the fees and expenses of counsel to the City, the fees and expenses of the Financial Advisor and the fees and expenses of the Paying and Transfer Agent.

(b) The balance of such proceeds shall be used (1) for the Project; (2) to pay engineering, fiscal, trustee, printing, accounting, financial advisory, construction manager, feasibility consultant, legal fees and expenses, and development expenses incurred in connection with the Project and the issuance of the Series 2018C Bonds; and (3) to pay the costs related to any suits and proceedings in connection with the Project, including any costs of settlement thereof.

SECTION 19. It is specifically provided, notwithstanding the dates set out in this resolution for the date of the Series 2018C Bonds and the payment dates for principal and interest, that in the event the delivery of the Series 2018C Bonds is delayed by a contest of the validation of the Series 2018C Bonds or otherwise and the Purchaser shall decline to take delivery of the Series 2018C Bonds, then the Series 2018C Bonds may be reoffered for sale. In such event, all principal maturities may be adjusted so that such maturities will fall due in the same amounts and intervals as herein provided, but beginning one (1) year from the actual date of the Series 2018C Bonds as provided by the subsequent resolution directing the offer for sale thereof and continuing through the twentieth (20th) year from such actual date of the Series 2018C Bonds. The interest payments may also be adjusted accordingly, with interest payments due semiannually, commencing twelve (12) months from such actual date of the Series 2018C Bonds. After the validation of the Series 2018C Bonds, no amendment, revision or supplement contemplated by this Section 19 shall be cause for the resubmission of the proceedings for the issuance of the Series 2018C Bonds, as amended, revised or supplemented, to any further validation proceedings, it being the intent of this resolution that any such amendments, revisions or supplements be covered by the initial validation proceeding.

SECTION 20. _____, _____, _____, is hereby appointed as the Paying and Transfer Agent for the Series 2018C Bonds.

SECTION 21. Pursuant to SEC Rule 15c2-12(b)(5), the City covenants and agrees to provide to the Purchaser a continuing disclosure agreement, dated the date of issuance and delivery of the Series 2018C Bonds, setting forth the City's agreement with regard to continuing disclosure (the "Continuing Disclosure Agreement"), and to comply with the covenants set forth therein and carry out all of the provisions of the Continuing Disclosure Agreement. In the event the City fails to comply with the provisions of the Continuing Disclosure Agreement, any Bondholder may take such actions as may be necessary and appropriate, including mandamus or

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specific performance by court order, to cause the City to comply with its obligations set forth in the Continuing Disclosure Agreement and this Section 21.

SECTION 22. The Mayor, each member of the Board of Aldermen and the Clerk are hereby authorized to execute such documents, instruments and papers, and do such acts and things as may be necessary or advisable in connection with the authorization, sale, preparation, execution, issuance and delivery of the Series 2018C Bonds.

SECTION 23. The decisions and determinations made by the Mayor and the Clerk, relating to the Series 2018C Bonds, and the actions taken by them in connection with the preparation of the Preliminary Official Statement and the Notice of Sale are hereby approved and ratified by the Governing Body. The Mayor be, and is hereby authorized and directed to prepare, execute and distribute a final Official Statement in connection with the Series 2018C Bonds substantially in the form of the Preliminary Official Statement, with such changes, omissions, insertions and revisions from the Preliminary Official Statement as he shall deem necessary and approve, said execution being conclusive evidence of such approval, and to deliver a reasonably sufficient number of such Official Statement to the Purchaser.

SECTION 24. Interest on the Series 2018C Bonds should be treated as includable in gross income of the holders thereof for federal income tax purposes. Pursuant to the Act, the interest on the Series 2018C Bonds is exempt from State income taxes.

SECTION 25. All resolutions or parts thereof in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 26. This resolution shall become effective immediately upon the adoption hereof.

SECTION 27. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

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

Alderman Rick Addy voted:
 Alderman Mark Hulse voted:
 Alderwoman Janice Antonow voted:
 Alderman Preston E. Taylor voted:
 Alderman Jason Bailey voted:
 Alderman John Morgan voted:

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The motion having received the affirmative vote of a majority of the members of the Board of Aldermen present, being a quorum of said Board of Aldermen, the Mayor declared the motion carried and the resolution adopted this 7th day of August, 2018.

(SEAL)

CITY OF OXFORD, MISSISSIPPI

By _____
Mayor

Attest:

City Clerk

43454998.v1

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EXHIBIT A

PROOF OF PUBLICATION OF NOTICE OF BOND SALE

MINUTE BOOK No. 82, CITY OF OXFORD

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EXHIBIT B
BIDS

MINUTE BOOK No. 82, CITY OF OXFORD

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OFFICIAL BID FORM

\$1,050,000
CITY OF OXFORD, MISSISSIPPI
TAXALBE GENERAL OBLIGATION BONDS
(CAPITAL IMPROVEMENTS ISSUE),
SERIES 2018C

INTEREST ON THE BONDS SHOULD BE TREATED AS INCLUDABLE
IN GROSS INCOME OF THE HOLDERS THEREOF FOR FEDERAL
INCOME TAX PURPOSES.

August 7, 2018

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

Ladies and Gentlemen:

For One Million Fifty Thousand and No/100ths Dollars (\$1,050,000) aggregate principal amount of General Obligation Bonds (Capital Improvements Issue), Series 2018C (the "Bonds") of the City of Oxford, Mississippi (the "City"), bearing interest at the rate or rates specified below, we will pay you the aggregate par value thereof of \$1,050,000 plus a premium of \$ 0. The Bonds will be dated and bear interest from the date of delivery thereof and will mature on August 1 in the years set forth in the Notice of Bond Sale, dated July 17, 2018, in connection with the Bonds (the "Notice of Bond Sale").

The Bonds maturing on August 1 in the years indicated shall bear interest at the rates set opposite each, as follows:

Year	Principal Amount	Interest Rate/ Coupon
2019	\$ 90,000	<u>3.50</u> %
2020	90,000	<u>4.00</u>
2021	95,000	<u>4.00</u>
2022	100,000	<u>3.50</u>
2023	100,000	<u>3.50</u>
2024	105,000	<u>3.50</u>
2025	110,000	<u>3.50</u>
2026	115,000	<u>3.50</u>
2027	120,000	<u>3.50</u>
2028	125,000	<u>3.50</u>

The following is a computation of the net interest cost and average annual net interest rate (calculated in accordance with the provisions of the Notice of Bond Sale), respectively, in the above bid and is submitted for information purposes only and is not a part of this bid unless it is in conformity with the above enumerated interest rates and premium, if any.

Gross Interest Cost.....	\$ <u>212,965.07</u>
Less Premium.....	<u>0</u>
Net Interest Cost.....	<u>212,965.07</u>
Average Annual Net Interest Rate.....	<u>3.5373</u> %

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~~This bid is subject to all of the terms and conditions of the Notice of Bond Sale, which Notice of Bond Sale by this reference thereto is hereby made a part hereof.~~

We hereby acknowledge that we have received and reviewed the Preliminary Official Statement of the City, dated July 26, 2018, prepared in connection with the Bonds.

A CERTIFIED OR CASHIER'S CHECK, DRAWN UPON A BANK LOCATED WITHIN THE STATE OF MISSISSIPPI, PAYABLE TO THE ORDER OF THE CITY OF OXFORD, IN THE AMOUNT OF TWENTY-ONE THOUSAND AND NO/100THS DOLLARS (\$21,000.00) accompanies this bid as evidence of good faith and said good faith deposit shall be returned to the undersigned if this bid is not accepted, or if the City should fail to deliver said Bonds to the undersigned in accordance with the terms of the Notice of Bond Sale; otherwise said good faith deposit shall be held by the City and shall be applied as and when the Bonds are delivered and paid for under the terms of this bid, as part payment therefor, or be applied as and for liquidated damages in the event that the undersigned fails to take up and pay for the Bonds. Pending the application of the good faith deposit of the successful bidder as aforesaid, such deposit may be invested in direct obligations of, or obligations guaranteed by, the United States of America or in repurchase agreements with banks fully secured by such obligations, and the City shall be entitled to any income from any such investment.

This bid is for immediate acceptance.

Bidder¹ HUTCHINSON, SHOCKEY, ERLEY & CO.

By Jim Van Metre
(Print Name)
[Signature]
(Signature)

Address 222 W Adams Street, Suite 1700
Chicago, IL 60606

Telephone Number 312-443-1555

(Note: No addition to or alteration in this bid is to be made, and any erasure may cause a rejection of this bid. Bids must be filed with the Mayor and Board of Aldermen of the City of Oxford, Mississippi in the Office of the City Clerk in the City Hall located at 107 Courthouse Square, Oxford, Mississippi 38655 attention: Ashley Atkinson, City Clerk, sealed and worded on the outside, in substance, "Bid for City of Oxford, Mississippi Taxable General Obligation Bonds (Capital Improvements Issue), Series 2018C", before 4:00 o'clock p.m., Mississippi time, on August 7, 2018. No interest will be allowed the bidder on the good faith deposit which accompanies this bid.)

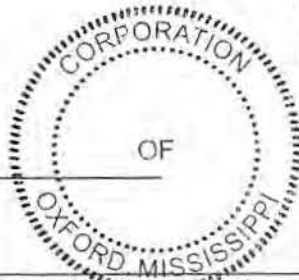
ACCEPTANCE

The above bid accepted by the Mayor and Board of Aldermen of the City of Oxford, Mississippi, this 7th day of August, 2018, and receipt of the within mentioned check is hereby acknowledged.

CITY OF OXFORD, MISSISSIPPI

By Robin Janneshull
Mayor

Attest: [Signature]
City Clerk



Return of the good faith check is hereby ~~acknowledged~~.

By _____

Title _____

¹ Please list on an exhibit all members, if any, of your syndicate.

S1,050,000 OXFORD TAXABLE G.O. (CAPITAL IMPROVEMENT ISSUE)
SERIES 2018C

<u>Name of Bidder</u>	<u>Interest Rate/NIC%</u>
* <u>Hutchinson, Sharkey, Erley + Co.</u>	<u>3.537390</u>
<u>First Tennessee National Bank FTN</u>	<u>3.710558</u>
<u>Piper Jaffray Bernardi Securities</u>	<u>3.422794</u>
<u>Crews + Associates</u>	<u>3.583120</u>
<u>Robert W Baird</u>	<u>3.686761</u>
<u>Raymond James</u>	<u>3.548221</u>
<u>Regions</u>	<u>4.20</u>
_____	_____
_____	_____
_____	_____
_____	_____

Current OMSSD Request as presented

School	Dollars 2018-2019	Mills 2018-2019	School	Dollars 2017-2018	Mills 2017-2018
School Maint	\$26,687,714.15	49.56	School Maint	\$ 25,554,062.00	49.54
GO Bonds Series 2009 refunding	\$192,400.00	0.35			
G/O Bonds 2013 refunding	\$653,568.76	1.20	GO Bonds	\$ 3,470,667.00	6.65
G/O Bonds 2011/2017 refi	\$2,197,363.00	4.03			
GO Bonds 2018	\$2,730,050.00	5.01			
Three Mill Levy- 2011	\$238,352.00	0.44	Three Mill Levy- 2011	\$ 1,044,802.00	2.00
Three Mill Levy -2012	\$477,450.00	0.88			
Three Mill Levy -2013	\$333,000.00	0.61			
TOTAL BONDS	\$6,822,183.76	12.52	TOTAL BONDS	\$ 4,515,469.00	8.65
Vocational Education	\$250,000.00	0.46	Vocational Education	\$ 250,000.00	0.48
TOTAL	\$33,759,897.91	62.54	TOTAL	\$ 30,319,531.00	58.67
GO Bond Mill Rate 2018-2019	10.60		GO Bond Mill Rate 2017-2018		6.65
Three Mill Levy 2018-2019	1.92		Three Mill Levy 2017-2018		2.00
Total Mill Rate Increase Overall	3.87				
Total Mill Rate Increase (Bond & Interest only)	3.87				
Total Increase in Dollars (Overall)	\$3,440,366.91				
Bond Payment for GO 2018	\$2,730,050.00				
Difference	\$710,316.91				

Differences
 3.95
 -0.08
3.87

Adjusted OMSSD Request-lowering maintenance request

School	Dollars 2018-2019	Mills 2018-2019		Dollars 2017-2018	Mills 2017-2018
School Maint	\$25,977,397.24	48.25	School Maint	\$ 25,554,062.00	49.54
GO Bonds Series 2009 refunding	\$192,400.00	0.35			
G/O 2013 refunding	\$653,568.76	1.20	GO Bonds	\$ 3,470,667.00	6.65
G/O Bonds 2011/2017 refi	\$2,197,363.00	4.03			
GO Bonds 2018	\$2,730,050.00	5.01			
Three Mill Levy- 2011	\$238,352.00	0.44	Three Mill Levy- 2011	\$ 1,044,802.00	2.00
Three Mill Levy -2012	\$477,450.00	0.88			
Three Mill Levy -2013	\$333,000.00	0.61			
TOTAL BONDS	\$6,822,183.76	12.52	TOTAL BONDS	\$ 4,515,469.00	8.65
Vocational Education	\$250,000.00	0.46	Vocational Education	\$ 250,000.00	0.48
TOTAL	\$33,049,581.00	61.23	TOTAL	\$ 30,319,531.00	58.67

GO Bond Mill Rate 2018-2019	10.60
Three Mill Levy 2018-2019	1.92
	12.52

Total Mill Rate Increase Overall	2.56
Total Mill Rate Increase (Bond & Interest only)	3.87
Adjustment to Original Requested Mills	(1.31)

Total Increase in Dollars (Overall)	\$2,730,050.00
Bond Payment for GO 2018	\$2,730,050.00
Difference	\$0.00

GO Bond Mill Rate 2017-2018	6.65	Differences	3.95
Three Mill Levy 2017-2018	2.00		-0.08
	8.65		3.87

2018-2019 AD VALOREM TAX REQUEST WORKSHEET
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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, 2017 through May 31, 2018	\$ 23,068,610.79
	Anticipated Ad valorem taxes to be Collected: June 01, 2018 through September 30, 2018. (Based on PY collections)	\$ 1,755,408.07
	Homestead Reimbursement (2017-2018)	\$ 246,941.23
ADD	Ad Valorem Tax Reduction Funds (2017-2018)	
ADD	Ad Valorem Tax Escrow (2017-2018)	
ADD	Ad Valorem Tax Shortfall Notes (2017-2018)	
LESS	Ad Valorem Tax Escrow (2016-2017)	
	TOTAL BASE	\$ 25,070,960.09
PLUS	7 % increase	1,754,967.21
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.	127,123.00
PLUS	Estimated Ad Valorem Tax on New Property	800,000.00
	TOTAL AD VALOREM TAX NEEDS	27,753,050.30
LESS	Ad Valorem Tax Escrow (2017-2018.)	(1,065,336.15)
	NET AD VALOREM TAX REQUEST FOR OPERATIONS (§37-57-104 thru 107)	\$ 26,687,714.15

AD VALOREM TAX REQUESTED FOR DEBT SERVICE (List & cite code authority)

	General Obligation Bonds Series 2013 (Refunding) 31-27-1	1.20	\$ 653,568.76 ✓
	General Obligation Bonds Series 2009 (Refunding) 31-27-1	.35	\$ 192,400.00 ✓
	Three Mill / 10-20 Year Notes 2011 37-59-101	.44	\$ 238,352.00 ✓
	Three Mill / 10-20 Year Notes 2012 (Refunding) 31-27-1	.48	\$ 477,450.00 ✓
	Three Mill / 10-20 Year Notes 2013 37-59-101	.61	\$ 333,000.00 ✓
	General Obligation Bonds Series 2011/2017 refi 37-59-1	4.03	\$ 2,197,363.00 ✓
	General Obligation Bonds Series 2018 New Issue	5.01	\$ 2,730,050.00 ✓

OTHER AD VALOREM TAX REQUESTS (List and cite code authority)

	Vocational Education 37-7-409	\$ 250,000.00

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.

NOTICE OF PROPOSED AD VALOREM TAX EFFORT OXFORD SCHOOL DISTRICT

The Oxford School District will hold a public hearing on its proposed school district budget for fiscal year 2019 on Monday, June 25, at 5:00 PM at the Oxford Middle School Lecture Center, 222 Bramlett Boulevard, Oxford, MS 38655. At this meeting, a proposed ad valorem tax effort will be considered.

The Oxford School District is now operating with projected total General Operating Budget revenue of \$41,316,318. Of that amount, 54.11% or \$22,354,404 is obtained through ad valorem taxes. For the next fiscal year, the proposed General Operating Budget has total projected revenue of \$46,428,370. Of that amount, 57.49% or \$26,691,425 is proposed to be financed through a total ad valorem tax levy.

For the next fiscal year, the proposed increase in ad valorem tax effort by Oxford School District may result in an increase in the ad valorem tax millage rate. Ad valorem taxes are paid on homes, automobile tags, business fixtures and equipment, and rental real property.

Any citizen of Oxford School District is invited to attend this public hearing on the proposed budget and tax levies for fiscal year 2019 and will be allowed to speak for a reasonable amount of time and offer tangible evidence before any vote is taken.

The following notice's form and content is controlled by Miss. Code Ann. § 27-39-203. This section is to clarify the impact. Due to growth in enrollment and increased operating costs, the Oxford School District is requesting more local funding dollars for the 2018-2019 school year than the District requested for the 2017-2018 school year. Although the District will request more dollars for local funding, the mills levied for school operational taxes are NOT anticipated to increase due to appreciation in property values in the District. Because the District is requesting more local funding, the law requires the District to publish the following notice verbatim, even though the tax mills for school operating purposes are NOT expected to increase. Total school mills will increase slightly due to the construction bond that was approved by voters in October of 2017.

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***NOTICE OF PROPOSED
AD VALOREM TAX EFFORT******OXFORD SCHOOL DISTRICT***

The Oxford School District will hold a public hearing on its proposed school district budget for fiscal year 2019 on Monday, May 21, at 4:30 PM at the Oxford Middle School Lecture Center, 222 Bramlett Boulevard, Oxford, MS 38655. At this meeting, a proposed ad valorem tax effort will be considered.

The Oxford School District is now operating with projected total General Operating Budget revenue of \$41,316,318. Of that amount, \$22,354,404 is obtained through ad valorem taxes. For the next fiscal year, the proposed General Operating Budget has total projected revenue of \$46,270,043. Of that amount, \$26,880,176 is proposed to be financed through a total ad valorem tax levy.

For the next fiscal year, the proposed increase in ad valorem tax effort by Oxford School District may result in an increase in the ad valorem tax millage rate. Ad valorem taxes are paid on homes, automobile tags, business fixtures and equipment, and rental real property.

Any citizen of Oxford School District is invited to attend this public hearing on the proposed budget and tax levies for fiscal year 2019 and will be allowed to speak for a reasonable amount of time and offer tangible evidence before any vote is taken.

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OXFORD

PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Aldermen
From: Judy Daniel, AICP, Director
Ben Requet, AICP, Assistant Director
Date: August 7, 2018
Re: Appeal of Case 2327 – Site Plan Modifications to the Archive (formerly The Helix) Apartments

Staff Comments: In July the Planning Commission considered a series of modifications to the approved site plan for the "Archive" Apartments (formerly known as the "Helix" Apartments). The impetus for the requested modifications was a number of changes to the landscaping and one of the entry areas that had been made during the construction process that were not on the approved plans and were discovered upon the final inspections. Staff recommended approval of some of the unauthorized changes, and denial of others. That report is attached.

Items of greatest concern include a paved entry with unauthorized curb cut that was intended to be grass, and elements of the landscaping plan. The developer's representatives were pretty clear that the decision to not abide by the terms and conditions of the approved site plan were deliberate and intentional. After an extensive discussion (the minutes of that discussion are attached: see pgs. 6-11) the Planning Commission confirmed the staff recommendation which approved portions of the unauthorized modifications, but required compliance with the terms of the original approval for the others. The developer is appealing the elements of modification that the staff and Planning Commission did not support. The approval recommendation included the following conditions:

1. Approval of requested modifications to the compactor area, the entrance sidewalk, the fire access lanes (located by the mail kiosk and near the northeast portion of the pool), the dog park, and the mail kiosk.
2. Reconstruction of the fire access lane along Oxford Way to the previously approved grass pavers. *[This is being appealed.]*

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3. Approval of modifications to the landscape plan for the areas around the compactor and the mail kiosk only. No changes to other landscaping requirements. [*This is being appealed.*]
4. The applicant shall submit a complete digital site plan submission that reflects the approval by the Planning Commission.
5. Approval is contingent on satisfying all of Public Works comments noted above, including the removal of the curb cut and replacement of continuous curb in that location. [*This is being appealed.*]

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OXFORD

PLANNING
DEPARTMENT

Case 2327

To: Oxford Planning Commission
From: Benjamin Requet, AICP, Assistant Director
Date: Monday, July 09, 2018

Applicant: Homestead Acquisitions, LLC
Owner: Homestead Acquisitions, LLC
Request: Site Plan Amendment for the Helix Oxford (DBA The Archive)
Location: Oxford Way
Zoning: (SMF) Suburban Multi-Family

Surrounding Zoning:

South: (SR) Suburban Residential
West: (SMF) Suburban Multi-Family
North: (NR) Neighborhood Residential
East: (NR) Neighborhood Residential and (SR) Suburban Residential

Case History:

Case #1943 Helix Parking Variance
Case #2028 Helix Detention Pond Depth Variance
Case #2029 Helix Fence Height Variance
Case #2037 Helix Parking Variance
Case #2038 Helix Special Exception Request for Gates
Case #2042 Preliminary Plat Approval for the Helix
Case #2043 Site Plan Approval for the Helix
Case #2090 Site Plan Approval for the Helix (Amended)
Case #2123 Final Plat Approval for the Helix

Planners Comments: As noted above, The Helix Apartments, now known as The Archive apartments, has a lengthy case history with the City of Oxford Planning Commission. The subject property is located on the north side of Oxford Way in the Oxford Farms development on approximately +/- 22.33 acres. This site plan was first approved in February of 2016 (#2043). The applicant received site plan approval to build

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the Helix Oxford (A.K.A. The Archive), a 14 building, 252 units, 790-bedroom multi-family residential development.

In July 2016, the Helix received approval for an amendment to its Site Plan that included mostly technical modifications to the plans. The applicant is now requesting a modification to the previously approved Site Plan, as amended in July 2016, to reflect as-built conditions. Changes were made during the construction process without approval. The applicant notes the following changes:

1. Compactor – The trash compactor on site was rotated about 15° to allow for better truck access.
2. Entrance Sidewalk – The sidewalk and crosswalk at the entrance were modified to make sure they met ADA requirements.
3. Fire Access Lanes – The Fire Access Lanes on site were modified from using a Grassy Paver surface to a heavy duty concrete to provide adequate structural support for the fire trucks.
4. Dog Park – A small dog park was added with a 42" fence.
5. A mail kiosk was added on site during construction. The contractor has stated that all necessary departments previously administratively approved this addition during construction.

The submission also proposes several modifications to the landscaping plan. A copy of a memo from the Landscape Architect that outlines the proposed modifications to the previously approved site plan is included in this packet.

In late Spring 2018 many City departments, including the Planning Department, were requested to perform inspections on portions of this development in order to issue a temporary Certificate of Occupancy for some of the buildings. During this inspection, Planning staff observed that the fire lanes along Oxford Way, near the mail kiosk and on the northeast portion of the pool area, were paved with concrete instead of grass pavers as previously approved. Additionally, the fire lane along Oxford Way was open to the public. (The plans required bollards to be installed to prevent this drive from being a primary access). Staff inquired about this deviation from the approved plans and were informed that the Fire Department required this change. Planning staff consulted the Fire Department, who refuted the claim, and they clarified that they had no objection with the grass pavers so long as it was able to support the weight of a fire truck.

The modifications to the compactor, the entrance sidewalk, the dog park, and the mail kiosk are all supportable by Planning Staff. Staff also supports the modifications to the two of the three fire access lanes - the lane near the mail kiosk and the other located near the pool. Staff does not object to the modifications to the landscaping plan around the dumpster/compactor enclosure and near the mail kiosk.

The change to the fire access lane along Oxford Way, however, is quite problematic due to its high visibility from the public street. Staff strongly believes that it should be returned to a grass

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paver material that supports the weight of a fire truck, as was previously approved. Also, most of the proposed modifications to the landscaping plan appear to be no more than an attempt of the developer to eliminate costs after the project is virtually completed. Staff believes that the other elements of the plan should be planted as previously approved.

Public Works Comments:

As of the writing of this report (June 29), staff has not received a response to the comments provided on June 14 and as listed below:

1. For information: Public Works does not support the additional curb cut and it needs to be removed. The cut at this location was not shown on the plan profile with the original preliminary plat (case 2042). The number of curb cuts and approximate location was agreed upon with the road variance request (Case 2078). There was no discussion of an additional cut in the amended site plan (Case 2090).
2. The water plan sheet and the utility layout sheet both need to be modified to very clearly show that the pipe is C900, at the applicants request (Case 2090), and is privately owned and maintained.
3. The sewer plan sheet needs to be modified to very clearly show that the sewer is privately maintained.
4. Plans reference C6.8 for detail on collapsible bollard, but it is not shown on detail 4 or on sheet at all.
5. Note the meter type installed at the master meter.
6. Site plan submittal was reviewed based on the 5 items listed in the Project Narrative dated May 1, 2018.

Staff does not support the additional curb cut shown in the plans provided with this submittal. There were numerous and extensive conversations with the owner (Andy Callicutt) and engineer (Williams Engineering) regarding restricting the number of access points along Oxford Way, particularly when the request to narrow the roadway width was being considered. The number and approximate locations were all clearly discussed in the road variance request case (2078). Further, the drive is at an awkward angle with the roadway, located in a curve within a few hundred feet from the approved entrance and does not provide any radius at the proposed drive. The submittal provided with this application continues to show continuous curb across the front of this access point. This access point was approved as an emergency access only and the curb was to be continuous across the front of the emergency access location, with the understand that the fire truck would drive over the curb in the event that it had to use the all-weather drive.

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Recommendation: Staff recommends approval of the Site Plan for The Helix (Archive) amended with the following conditions:

1. Approval of requested modifications to the compactor area, the entrance sidewalk, the fire access lanes (located by the mail kiosk and near the northeast portion of the pool), the dog park, and the mail kiosk.
2. Reconstruction of the fire access lane along Oxford Way to the previously approved grass pavers.
3. Approval of modifications to the landscape plan for the areas around the compactor and the mail kiosk only. No changes to other landscaping requirements.
4. The applicant shall submit a complete digital site plan submission that reflects the approval by the Planning Commission.
5. Approval is contingent on satisfying all of Public Works comments noted above, including the removal of the curb cut and replacement of continuous curb in that location.

Urban Center zoning district. 2) The applicant will obtain a Certificate of Appropriateness from the Courthouse Square Historic Preservation Commission for the architectural design of the building.

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Planner Paige Barnum notes that an objection was received this afternoon from Bridge Properties, owners of property immediately east of this subject site. The Bridges expressed two concerns, first, that the actual height of structure be specified. Barnum says that Staff would add Condition #3, that building be no more than max' 50 ft. height, and Condition #4 condition that the height would be linked to the site plan as presented. Bridge's second concern, adds Barnum, that the applicant is not seeking *all* variances that may be needed for the site.

Applicant Corey Alger presents supplemental drawing, shows average grade plane, explains the building is pulled back to remove feel of massing from the street.

Commissioner King asks if 1st floor residential allowed in the district; Planning Director Judy Daniel says this is not being discussed tonight, applicant would need to return for SE in future. Daniel adds that occasionally Staff is presented with a case that requires several levels or approval which can make for a piecemeal process.

Commissioner Riddell says has a concern that building may go up 50 feet, but it may be this building at all. Alger says this building is what they want to seek Preservation Commission approval for. Commissioner Bradley remarks that Staff proposed an additional condition tying the height of the building to this design. Commissioner Rigby asks if using the average grade plane could mean that the actual building height is 60 feet; Alger says would have to calculate.

Attorney Clark Trout, on behalf of Bridge Properties, appearing. Asks if Alger would have to submit a site plan to the Commission or if this would be administratively reviewed; Planning Director Daniel says that any development less than 5,000 sq.ft. would be staff level review; this building is over 8,000 sq. feet, says Alger. Assistant Planning Director Ben Requet says administrative approvals are listed on the agenda. Trout asks if COAs or Special Exceptions are public hearings; Daniel says yes. Commissioner Bradley says Mr. Trout could request that staff regularly inform him of changes to allay concerns of his client.

Motion to APPROVE request for a variance subject to staff conditions with Condition #3 (building height no more than 50 ft.) and #4 (variance only relates to these drawings and site plan) is DENIED; (3 - 4). Commissioners King, Gray, Rigby and Riddell opposed.

Move: John R. Bradley Second: Darryail Whittington Status: Failed

3. Public Hearing for Case #2327 – Homestead Acquisitions, LLC has filed a request for Site Plan Approval (Amended) for 'Helix Oxford (The Archive)' for property located on Oxford Way. (PPIN #7984)

Planner's Comments: As noted above, The Helix Apartments, now known as The Archive apartments, has a lengthy case history with the City of Oxford Planning Commission. The subject property is located on the north side of Oxford Way in the Oxford Farms development on approximately +/- 22.33 acres. This site plan was first approved in February of 2016 (#2043). The applicant received site plan approval to build the Helix Oxford (A.K.A. The Archive), a 14 building, 252 units, 790-bedroom multi-family residential development.

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In July 2016, the Helix received approval for an amendment to its Site Plan that included mostly technical modifications to the plans. The applicant is now requesting a modification to the previously approved Site Plan, as amended in July 2016, to reflect as-built conditions. Changes were made during the construction process without approval. The applicant notes the following changes: 1. Compactor – The trash compactor on site was rotated about 15° to allow for better truck access. 2. Entrance Sidewalk – The sidewalk and crosswalk at the entrance were modified to make sure they met ADA requirements. 3. Fire Access Lanes – The Fire Access Lanes on site were modified from using a Grassy Paver surface to a heavy duty concrete to provide adequate structural support for the fire trucks. 4. Dog Park – A small dog park was added with a 42" fence. 5. A mail kiosk was added on site during construction. The contractor has stated that all necessary departments previously administratively approved this addition during construction.

The submission also proposes several modifications to the landscaping plan. A copy of a memo from the Landscape Architect that outlines the proposed modifications to the previously approved site plan is included in this packet.

In late Spring 2018 many City departments, including the Planning Department, were requested to perform inspections on portions of this development in order to issue a temporary Certificate of Occupancy for some of the buildings. During this inspection, Planning staff observed that the fire lanes along Oxford Way, near the mail kiosk and on the northeast portion of the pool area, were paved with concrete instead of grass pavers as previously approved. Additionally, the fire lane along Oxford Way was open to the public. (The plans required bollards to be installed to prevent this drive from being a primary access). Staff inquired about this deviation from the approved plans and were informed that the Fire Department required this change. Planning staff consulted the Fire Department, who refuted the claim, and they clarified that they had no objection with the grass pavers so long as it was able to support the weight of a fire truck.

The modifications to the compactor, the entrance sidewalk, the dog park, and the mail kiosk are all supportable by Planning Staff. Staff also supports the modifications to the two of the three fire access lanes - the lane near the mail kiosk and the other located near the pool. Staff does not object to the modifications to the landscaping plan around the dumpster/compactor enclosure and near the mail kiosk.

The change to the fire access lane along Oxford Way, however, is quite problematic due to its high visibility from the public street. Staff strongly believes that it should be returned to a grass paver material that supports the weight of a fire truck, as was previously approved. Also, most of the proposed modifications to the landscaping plan appear to be no more than an attempt of the developer to eliminate costs after the project is virtually completed. Staff believes that the other elements of the plan should be planted as previously approved.

Public Works Comments:

As of the writing of this report (June 29), staff has not received a response to the comments provided on June 14 and as listed below:

1. For information: Public Works does not support the additional curb cut and it needs to be removed. The cut at this location was not shown on the plan profile with the original preliminary plat (case 2042). The number of curb cuts and approximate location was agreed upon with the road variance request (Case 2078). There was no discussion of an additional cut in the amended site plan (Case 2090).

2. The water plan sheet and the utility layout sheet both need to be modified to very clearly show that the pipe is C900, at the applicants request (Case 2090), and is privately owned and maintained.
3. The sewer plan sheet needs to be modified to

very clearly show that the sewer is privately maintained. 4. Plans reference C6.8 for detail on collapsible bollard, but it is not shown on detail 4 or on sheet at all. 5. Note the meter type installed at the master meter. 6. Site plan submittal was reviewed based on the 5 items listed in the Project Narrative dated May 1, 2018.

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Staff does not support the additional curb cut shown in the plans provided with this submittal. There were numerous and extensive conversations with the owner (Andy Callicutt) and engineer (Williams Engineering) regarding restricting the number of access points along

Oxford Way, particularly when the request to narrow the roadway width was being considered. The number and approximate locations were all clearly discussed in the road variance request case (2078). Further, the drive is at an awkward angle with the roadway, located in a curve within a few hundred feet from the approved entrance and does not provide any radius at the proposed drive. The submittal provided with this application continues to show continuous curb across the front of this access point. This access point was approved as an emergency access only and the curb was to be continuous across the front of the emergency access location, with the understand that the fire truck would drive over the curb in the event that it had to use the all-weather drive.

Recommendation: Staff recommends approval of the Site Plan for The Helix (Archive) amended with the following conditions: 1. Approval of requested modifications to the compactor area, the entrance sidewalk, the fire access lanes (located by the mail kiosk and near the northeast portion of the pool), the dog park, and the mail kiosk. 2. Reconstruction of the fire access lane along Oxford Way to the previously approved grass pavers. 3. Approval of modifications to the landscape plan for the areas around the compactor and the mail kiosk only. No changes to other landscaping requirements. 4. The applicant shall submit a complete digital site plan submission that reflects the approval by the Planning Commission. 5. Approval is contingent on satisfying all of Public Works comments noted above, including the removal of the curb cut and replacement of continuous curb in that location.

Applicant's engineer, Joey Moore, appearing and project's Landscape Architect, Dean Thomas; presenters trying to get final Certificate of Occupancy (CO) and when City did walk-thru found issues, trying to see if project can "get by" with changes that occurred during 18 mo. construction process without having to remove things.

Thomas says he thought the project superintendent had spoken with City regarding the changes and when they occurred "but obviously that didn't happen." The changes to the landscape plan happened more than a year ago during a meeting with the entire design team and owner; owner was very concerned about number of shrubs -- especially at back -- because of abuse shrubs endure at other student projects and so changed landscaping to sod. Thomas says owner reallocated landscaping budget back into other areas on the site. Thomas says none of the tree mitigation or canopy trees changed, all trees planted per original plans, just number of plants changed; says to his knowledge the project does meet City's mitigation and canopy requirements. Thomas says "there was a communication breakdown between the owner and the design team" concerning when team would be resubmitting amended plans; amended plans developed more than a year ago. Thomas says he knows when City came to site, discovered the contractor was using one set of plans and the City had another, two sets of plans being used and the contractor has the amended set; Thomas says owner was under impression the amended plans were being submitted while under construction and "the design team did not get that word," design team understood that he wanted to submit at the end of the

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project and provide amended plans. Thomas says has pictures documenting site; several well-landscaped elements. Thomas reiterates that original landscaping monies put toward other areas of site, including building features and landscape aesthetics, e.g. upgrading pool deck by \$40,000; better ADA access to outdoor kitchen/pool; countertops; upgraded fire pit; better stone on fountain/pool; cedar base around Jumbotron; better drainage around pool; equipment screens; drainage improvements around whole site; dog park; speed bumps. Thomas has document of change order and dollar amounts of improvements.

Chairman Hyneman asks if applicant submitting plans that reflect as-built situation; that is correct, says Thomas.

Commissioner Bradley asks Thomas if when applicant applied for building permits, what dollar amount of improvements was for cumulative changes, the bottom line; Thomas says does not know the figures; Chairman says doesn't think Thomas would know total project expense. Roughly \$36 million, adds Thomas, and \$246,000 in aesthetics after project.

Chairman says believes access drive is primary concern. Assistant Director Requet says it is, would also add has walked entire site; says much landscaping on rear portion of site not implemented at time went to inspect site for its CO. Requet says believes Thomas suggesting it was constructed, but it wasn't at the time; City then made applicant aware of issues. Request says, referencing A/C units on plans, that units are an eyesore, esp. along Oxford Way, which is why there are landscape screening requirements; the amended landscaping plan has all shrub screening removed. Commissioner Riddell says on original plans there was landscape screening around units. Moore and team say doesn't believe all units were screened, some are and others aren't; all review plans on projection screens of courtroom. Commissioner King asks if written intent was clear, that units were to be screened; Requet says original plan represents a pretty good amount of shrubbery around or in vicinity, and landscape installer knew about spacing of plantings. Moore says not all screened.

Commissioner Whittington asks applicant why shrubs were removed; Commissioner Gray follows up and asks how get to a point where a \$36 million dollar project is using two different plans, and how everything - not just landscaping - went awry. Moore says in reallocating the money; changes are at back of site and "shrubs aren't required by Code"; was a situation where things are shifting around. But moving forward, says Gray, how do we avoid situation of using two different plans? Grays says understands reallocating money, and some changes small, but ultimately people appear to be "doing their own thing." Moore says, "it's this process right here, I think, is what the owner was trying to avoid, by going through this review process, 45 days, comes to you guys on every thing; let's get it all in one shot. Y'know, as the engineer, as the landscape architect, we were directed not to come to you guys before this, so I can't answer that question for him." Grays says it's the notion of submitting new plans at the end of a project, contradictory to what's been approved; that's not how we typically operate; Gray says is somewhat troubling when liberties are taken with approvals. Moore says wasn't anything that was going to violate Code, project moving fast, needed immediate decisions, just how things go. Assistant Director Requet says applicant is right that Code under which project approved did not require shrubs; Code now requires foundation plantings, but condition of approved plan was for the plan 'as submitted,' including landscape package. Planning Director Judy Daniel says you go by rules under which approved, and if changes desired, someone from team could have come forward.

Chairman Hyneman asks what recourse is, how move forward; Commissioner Rigby says if Commission approves this case subject to conditions in report, no Certificate of Occupancy provided until changes instituted. Chairman says is against applicants doing their own thing just because a project is moving 100 mph; other issues besides landscaping at hand.

Moore says emergency access drive required by Fire Department is different than approved in original plan; "it is different and it is different based on the fact that it was supposed to be grassy pavers, but the contractor and the owner was worried about the maintenance on those, so they took them all out. There was three different ones, the Planning Department has kinda given their approval on the two other ones; I'm guessing they don't like this one because of where it's located at. But that's the one that's left in; you need to realize that there's a bike path through there so that will have to remain concrete." Commissioner King asks if the bike path has to be concrete; Moore says concrete or asphalt. Asst. City Engineer Reanna Mayoral says could be asphalt, or like the whole rest of the front; Moore says "they are nervous about the maintenance of that, the grassy pavers in there," and if it were him would keep apron concrete as well, just for the turning of the trucks. Mayoral would hope Fire Department not use fire access to point rutting it up, but says is supposed to be designed to hold up weight of trucks, doesn't understand maintenance concerns. Moore says just the grass, not want dead spot of grass. Mayoral says got to the grassy pavers option because believe required to have two emergency access points and applicant didn't want to have point somewhere else, so could always come back to site plan review with drive somewhere else in an approved location with pavement. Moore says as far as he can remember, the grassy paver was owner's decision, thought would look better, wasn't something anyone forced on project.

Regarding curb cuts, says Moore, got original site plan approval then changed things 6 months later and got modifications approved in July 2016; Moore refers to previously approved plans and call out for curb cut on them; at the time got comments on the first set of plans from Fire Department about fire access and there were curb cuts on it; as far as team was concerned were building what was on the plans; Moore says he knows these are minuscule items, but every item is money, and just trying to get done to get final CO. Asst. City Engineer Mayoral says curb cut added, have added leader and have words 'curb cut', but curb drawn continuous, no opening showing curb and curb cut, no radius indicating a driveway; did not read Fire Department's comments about use of the word 'curb cut,' but in discussing it, the discussion was Fire Department would drive over curb and nothing in drawings short of text and little leader line indicating at all it's a cut; not drawn to any pavement standard, and driveway standards, no radius show; driveway locations approved by Public Works, and that was not approved. Mayoral says if applicant would like special, extensive review of plans, then can offer that courtesy and triple time spent on engineer's plans to ensure catch all minuscule changes, but when draw continuous line, not show curb cut, there's no way in the time available for review that will always catch it, and Moore got it past department. Moore says all he can say is it was on the approved set of plans, made it through two reviews, on construction plans with City. Planning Director Daniel says Moore as an engineer has responsibility to note discrepancies between departments and point them out, not take comment likes best. Mayoral adds if was a curb cut, why not take time to correct drawing; plans had correct lines elsewhere on plans for driveways.

Engineer Jeff Williams appearing; says do not want to spend more than 45 days in review, trying to get project through; says there's plenty of responsibility for problems; obvious disconnect between owner and professionals. Williams says doesn't want conflict with public he works with all the time, wants to move past hair-splitting to get to solutions.

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Chairman asks what suggested solution is to solid curb; solid curb what Public Works advising, says Mayoral. Mayoral says would have to go back to Fire Department, discuss driving over curb to access. Chairman Hyneman says Fire Department submitted a letter saying one thing, but understand Fire Department to allow or say okay to have solid curb, and Public Works suggests be solid curb. Mayoral says could have permeable pavers; needs to be 6-inch continuous curb. Moore asks if worried about perception of public access point; says there are bollards, could stripe it as fire access lane, thinks being portrayed as driveway but fire access lane.

Planning Director Daniel says Staff recommended approval of a number of modifications adjusting to changes made by applicant during construction, and to grant the changes found to be acceptable; did recommend reconstruction of the one fire lane with grass pavers, and Public Works comment; feel City made reasonable accommodation for the site as built, but want project to be more like it was supposed to be. Landscaping plan as previously approved with modifications around trash compactor, says Assistant Planning Director Requet, important; fine with dog park, fencing, mail kiosks. Commissioner Gray asks if need to clarify that on recommendations of landscape plan; go back to approval with modifications, says Requet. Commissioner Bradley asks for clarification on recommended approval, if that means if applicant addresses Planning's five conditions and Public Works' six comments, that City's concerns would be satisfied; yes, says Requet.

Chairman asks for clarification on Staff recommendations; if when Staff indicates no other changes to landscaping requirements be approved other than changes around compactor and kiosk, if that's what meant by 'go back to the original' that has already been varied from; Chairman asks applicant how much new varies; shrubs at rear, says applicant, and changes on whole site, also one area entirely surrounded by buildings where shrubs completely removed. Chairman asks if Staff wants to incorporate two; agree to changes and incorporate original. Staff suggesting two modifications, says Asst. Director Requet, changes to compactor, rear area where remain concerned.

Commissioner Bradley asks where Homestead Acquisitions, LLC headquartered; Salt Lake City, says applicant.

Motion to APPROVE amended site plan subject to Staff conditions is GRANTED; 7-0.

Move: J.R. Rigby Second: Marvin King Status: Passed

4. Public Hearing for Case #2328 – Andrew Callicutt has filed a request for Final Plat Approval (Amended) for 'Lots 101, 103, 104 into Lots 101 (Amended) & 104 (Amended)' in Grand Oaks Subdivision, Phase 5 for property located at 3850 Majestic Oaks Drive. (PPIN #17315)

Planner's Comments: This report pertains to a request to amend a Final Plat originally approved in 1994 in the Grand Oaks Planned Unit Development. The applicant is requesting approval to dissolve Lot 103 by splitting the lot and enlarging the adjoining Lots 101 and 104. The subject properties are located in the older, original Grand Oaks Subdivision on the east side of Majestic Oaks Drive. Lot 101 measures approximately +/- 0.821 acres, Lot 103 measures approximately +/- 0.842 acres, and Lot 104 measures approximately +/- 1.187 acres. Currently the three lots are undeveloped and densely forested.

The applicant proposes to modify the original Phase 5 plat by dividing Lot 103 to create new Lot 101 (Amended) and Lot 104 (Amended). Lot 101 (Amended) will measure approximately +/- 1.37 acres, and Lot 104 (Amended) will measure approximately +/-

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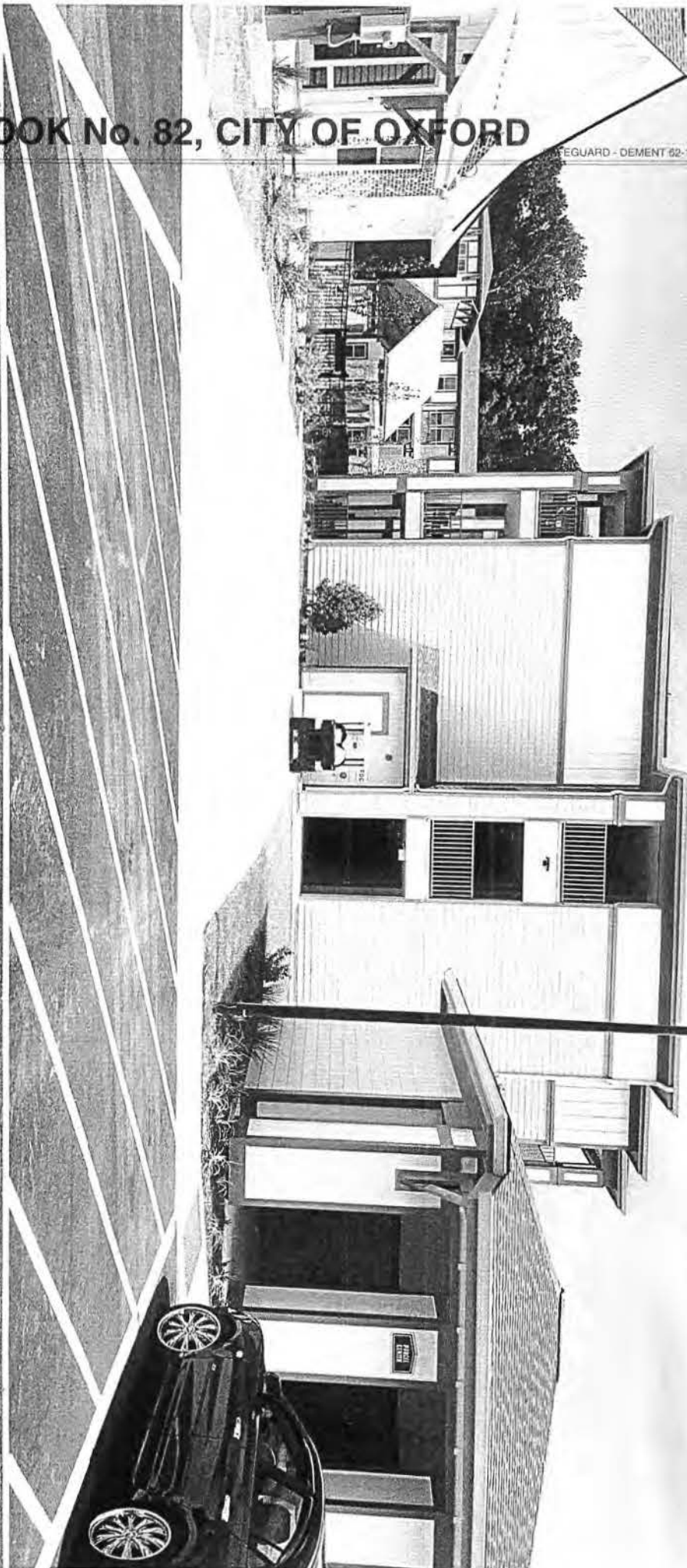
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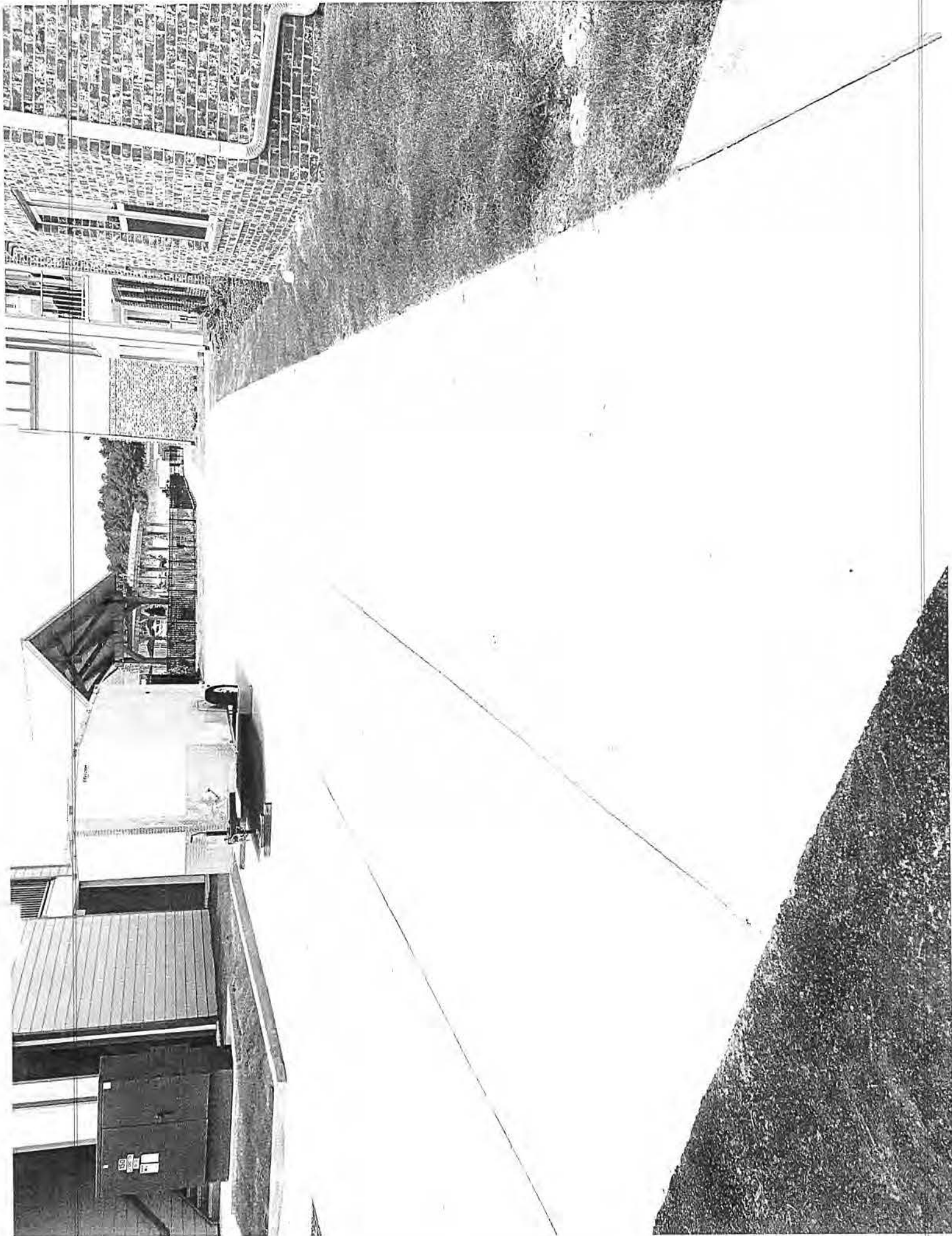
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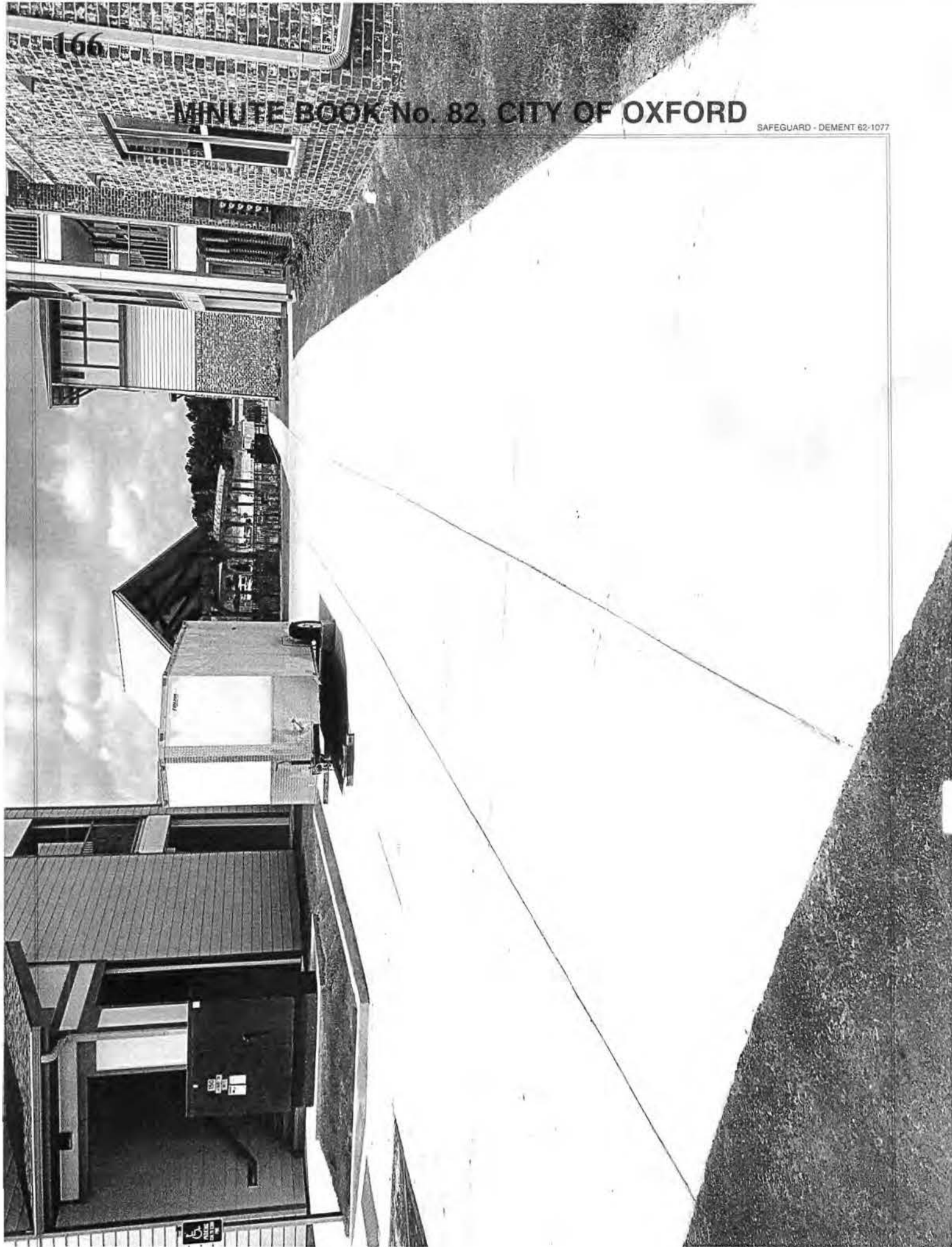


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REGUARD - DEMENT 62-1077



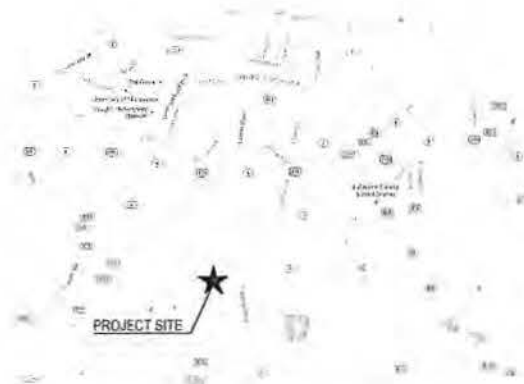




Helix Oxford
Oxford Way

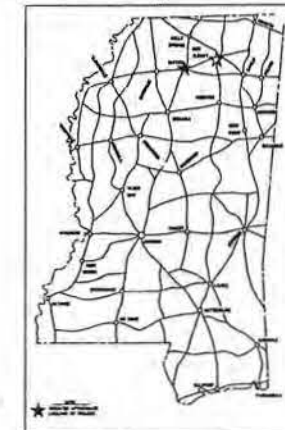
City of Oxford, Mississippi

Sheet #	Sheet Name	Sheet #	Sheet Name
C1.0	COVER	C10.0/10.1	SITE DETAILS
C2.0	SITE LAYOUT	C10.2	WATER DETAILS
C2.1	ADA Route	C10.3	SEWER DETAILS
C3.0	UTILITY LAYOUT	C10.4	STORM DRAIN DETAILS
C3.1	WATER PLAN	C10.5	EROSION CONTROL DETAILS
C3.2	STORM SEWER PLAN	C11.0	MAPS
C3.3	SEWER PLAN	IR1.1-1.6	IRRIGATION PLANS
C4.0	GRADING PLAN		
C5.0-5.7	ARCHITECTURAL ELEVATIONS		
C6.0	TREE SURVEY AND MITIGATION PLAN		
C6.1	TREE PLAN		
C6.2-6.4	LANDSCAPE PLANS		
C6.5	PLANT SCHEDULE AND DETAILS		
C6.6-6.9	HARDSCAPE DETAILS		
C6.10	POOL AREA HARDSCAPE & DETAILS		
C6.11-6.13	HARDSCAPE DETAILS		
C6.14	COMPACTOR DETAILS		
C6.15	SITE LIGHTING PLAN		
C6.16	PHOTOMETRIC PLAN		
C6.17	LANDSCAPE LIGHTING PLAN		
C6.18	SHUTTLE SHELTER		
C7.0	POOL LAYOUT		
C7.1	POOL AREA GRADING		
C7.2	SCHEMATIC POOL PLUMBING		
C7.3	POOL SECTIONS		
C7.4	POOL EQUIPMENT		
C7.5	POOL AREA FURNITURE		
C8.0	PAVING PLAN		
C9.0	EROSION CONTROL PLAN		



VICINITY MAP

★ NOTE
INDICATES APPROXIMATE
LOCATION OF PROJECT.



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



Construction Plans For:
Helix Oxford
Oxford Way

REVISION	DATE
CITY COMMENTS	10/2/16
CITY COMMENTS	10/6/16
CITY COMMENTS	04/11/18
AMENDMENT	04/03/18

Scale	1" = 1'-0"
Date	11/02/15
File	SD-152067.dwg; 1646-Dwg-01.dwg
Project	SD-152067
Drawn By	JRM
Checked By	JWW
Sheet Title	

Spent 1 day

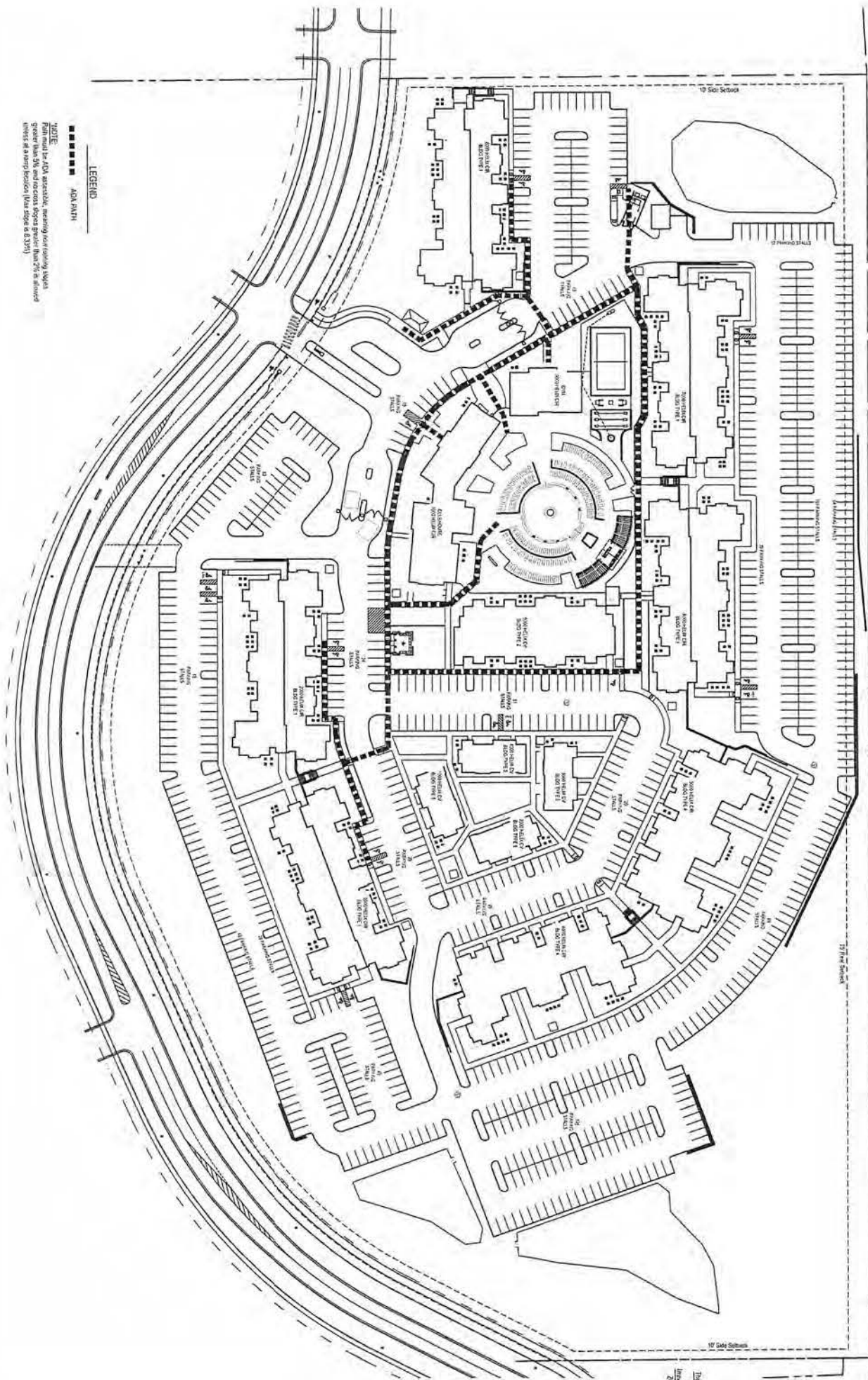
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Shelton LLC
ZONED RE

The Andrew W.
Carter
Imposed Line
ZONED RE

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



Construction Plans For:
Helix Oxford
Oxford Way

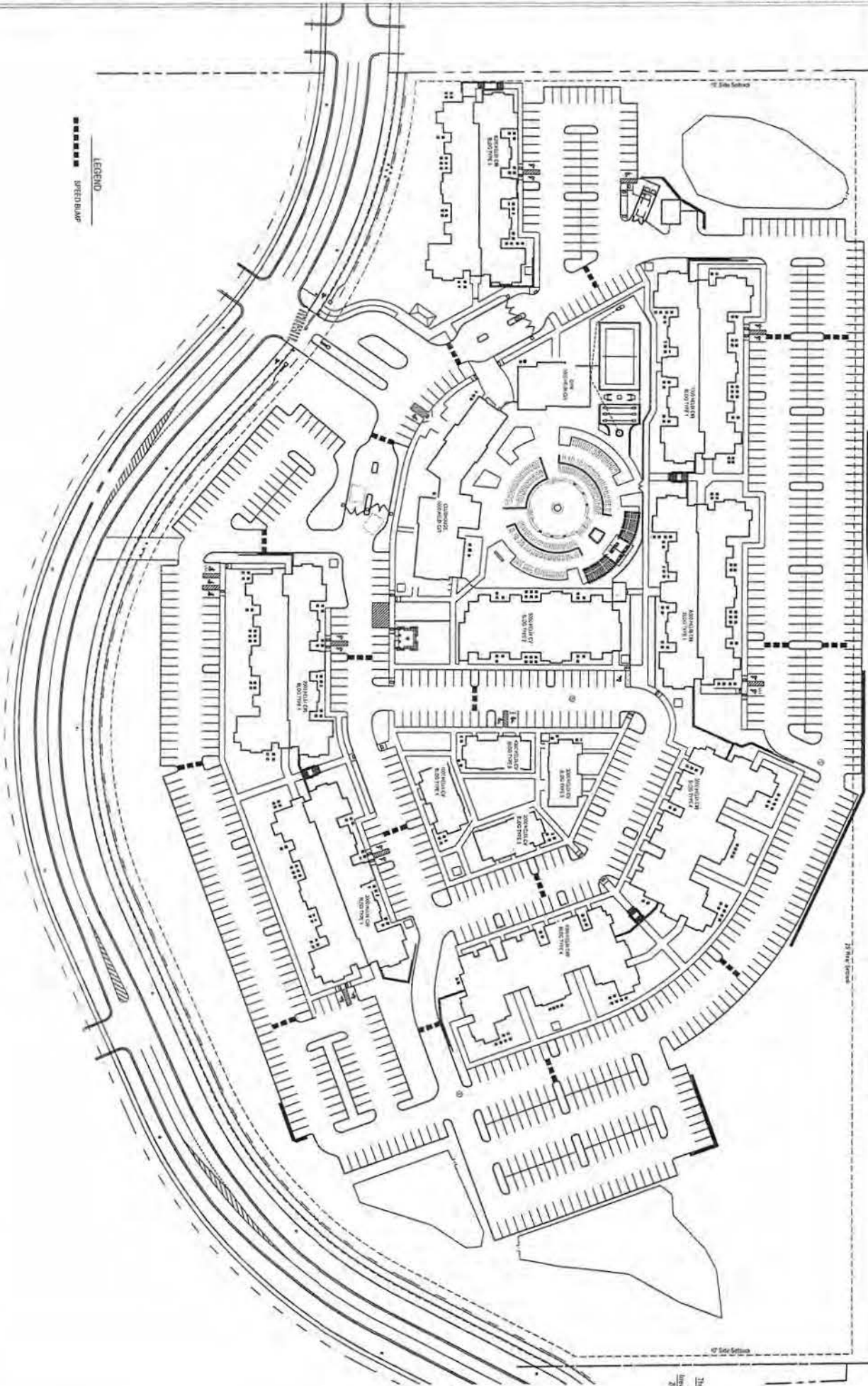
City of Oxford, Lafayette County, Mississippi

ADA
Route

C.2.1

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077



THE ABOVE W
CONSULTANTS, INC.
UNIVERSITY BLVD
OXFORD, MS

Construction Plans For:
Helix Oxford
Oxford Way

City of Oxford, Lafayette County, Mississippi



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

225 NORTH UNIVERSITY BLVD, SUITE 200
OXFORD, MISSISSIPPI 39325
(662) 232-0000

Speed Bump
Layout

C 22

REVISION	DATE
CITY COMMENTS	07/18
CITY COMMENTS	07/18
CITY COMMENTS	07/18
AMENDMENT	08/03
Scale	1" = 50'
Date	8/10/2015
Prepared By	MD/MSR
Drawn By	JAV
Checked By	JAV
Scale	1" = 50'

SAFEGUARD - DEMENT 62-1077

MINUTE BOOK

1. The Chairman welcomed the members to the meeting and thanked them for their attendance.

2. The minutes of the previous meeting were read and agreed.

3. The Chairman announced that the next meeting would be held on the 15th of the next month.

4. A letter from the local authority regarding the proposed development was read.

5. The Chairman thanked the members for their contribution to the meeting.

6. The meeting closed at 7.30 pm.

NOTE:
ALL UTILITIES LOCATED INSIDE OF EXPOSED
WAY PRIOR OF WAY TO BE INSTALLED BY
ROAD CONSTRUCTION



LEGEND

- | | |
|------------|----------------------------|
| _____ | ROOF OF MAINS |
| _____ | PRIORITY MAINS |
| _____ | SECTION 1 |
| _____ | COURT/PAVE/POSSIBLE ROAD |
| XXXXXXXXXX | STREET LIGHTS/STATION |
| XXXXXXXXXX | WATER MAINS |
| XXXXXXXXXX | COVERED MAINS |
| XXXXXXXXXX | UNCOVERED BUILDING MAINS |
| XXXXXXXXXX | POSSIBLE COVERED MAINS |
| XXXXXXXXXX | POSSIBLE UNCOVERED MAINS |
| XXXXXXXXXX | POSSIBLE WATER MAINS |
| XXXXXXXXXX | POSSIBLE SEWER MAINS |
| XXXXXXXXXX | POSSIBLE AIR/VENT MAINS |
| _____ | POINT OF ACQUISITION |
| _____ | POINT OF CONNECTION |
| _____ | SECTION 2 |
| _____ | SECTION 3 |
| _____ | PROBABLE CONNECTIONS |
| _____ | POSSIBLE MAINS/CONNECTIONS |
| _____ | ELECTRICAL LATER |
| _____ | WATER LATER |
| _____ | SEWAGE LATER |
| _____ | ADDITIONAL SERVICE MAINS |
| _____ | ADDITIONAL SERVICE MAINS |
| _____ | PROBABLE |
| _____ | WATER MAIN |

Construction Plans For: Helix Oxford Oxford Way

City of Oxford, Lafayette County, Mississippi

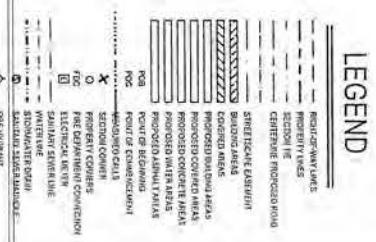


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031

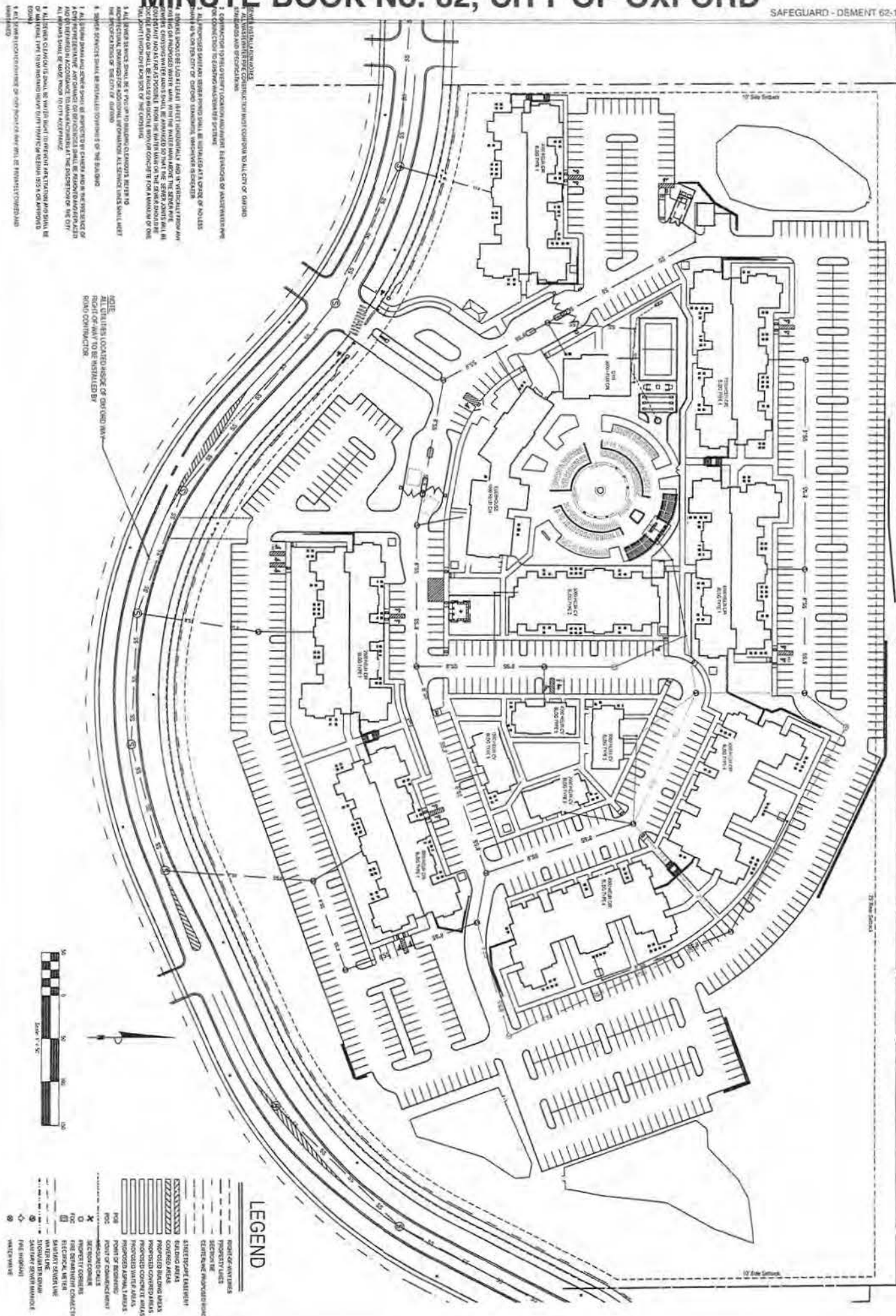
Wale
Plan



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MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077



Construction Plans For:
Helix Oxford
Oxford Way
City of Oxford, Lafayette County, Mississippi



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Professional Engineers | Professional Land Surveyors

THESE RESULTS WERE REPRODUCED IN A
RECENT STUDY BY THE SAME GROUP.

Sewer
Plan

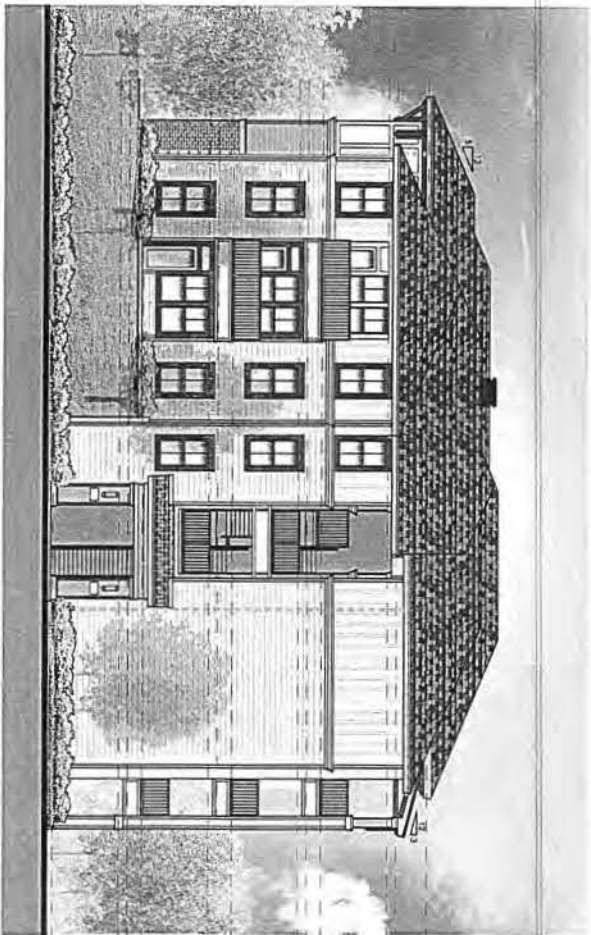
C3.3



2017年11月24日(星期五) 15:00
 2017年11月24日(星期五) 15:00
 2017年11月24日(星期五) 15:00

MINUTE BOOK No. 82, CITY OF OXFORD

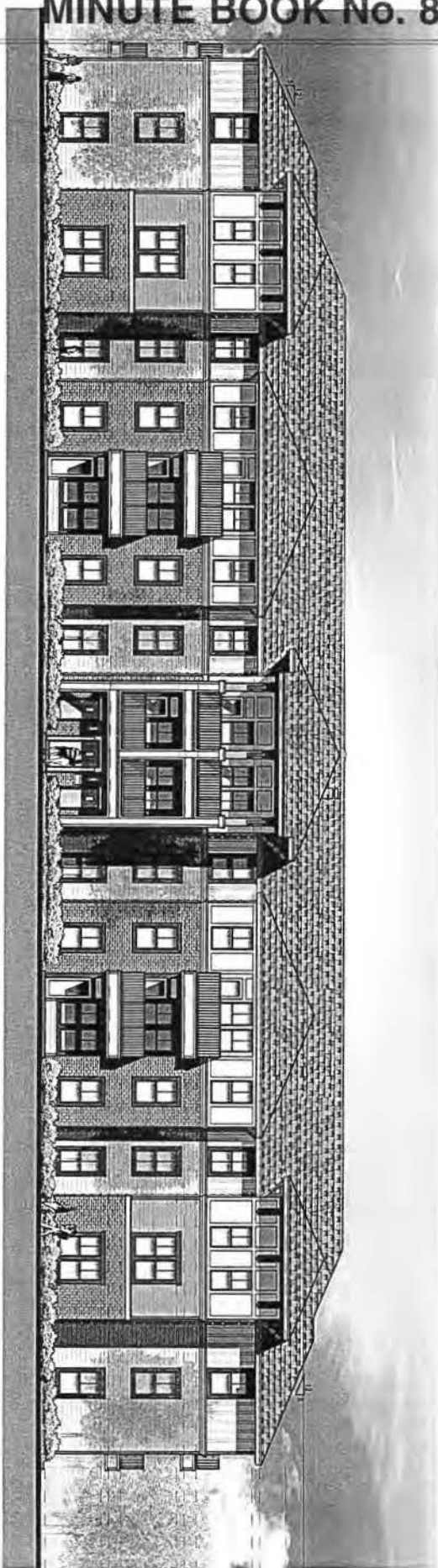
SAFEGUARD - DEMENT 82-1077



2 RIGHT ELEVATION

SCALE: 1/8" = 1'-0"

45'-3 3/4" ROSS WEL
41'-4 1/8" TO RYWD
8'-0" HEAD HL
32'-3 7/8" TO RYWD
32'-8 3/8" TO RYWD
8'-0" HEAD HL
31'-2 3/4" TO RYWD
1'-11" ROSS WEL
8'-0" HEAD HL
10'-9 1/8" TO RYWD
8'-0" HEAD HL
8'-0" TO RYWD
8'-0" HEAD HL
8'-0" TO RYWD



1 FRONT ELEVATION

SCALE: 1/8" = 1'-0"

45'-3 3/4" ROSS WEL
41'-4 1/8" TO RYWD
8'-0" HEAD HL
32'-3 7/8" TO RYWD
32'-8 3/8" TO RYWD
8'-0" HEAD HL
31'-2 3/4" TO RYWD
1'-11" ROSS WEL
8'-0" HEAD HL
10'-9 1/8" TO RYWD
8'-0" HEAD HL
8'-0" TO RYWD
8'-0" HEAD HL
8'-0" TO RYWD

37'-8" MEAN ROOF HEIGHT

Construction Plans For:
Helix Oxford
Oxford Way

City of Oxford, Lafayette County, Mississippi



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

1000 North Main Street, Suite 200
Oxford, Mississippi 39373

BUILDING TYPE
1 ELEVATIONS

C5.0

Sheet No.

Scale

Date

File

Project

Drawn By

Checked By

Scale

Date

File

Project

Drawn By

Checked By

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Project

60 CALIF. W/8'-1'-0"

SCALE 1/8" = 1'-0"

SCALE: 1-0

[illegible]

Figure 1 shows the chemical structures of monomers 1 through 20. The structures are arranged in two columns. The left column contains structures 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10. The right column contains structures 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20. Each structure is a substituted benzene ring with various functional groups and side chains.

Construction Plans For:
Helix Oxford
Oxford Way

City of Oxford, Lafayette County, Mississippi

BUILDING TYPE
1 ELEVATIONS

REVISION	DATE
Scale	N.T.S.
Date	12/07/15
File	
Page	2/22
Drawn By	MC
Checked By	TFB
Sheet Title	

SPAIN

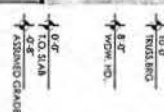
C5.1

C5.5.2



0-16-V/1-187V50

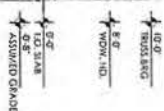
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Professional Engineers | Professional Land Surveyors



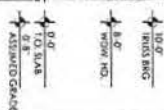
4 CLUBHOUSE RIGHT ELEVATION



3 CLUBHOUSE LEFT ELEVATION



2 CLUBHOUSE REAR ELEVATION



1 CLUBHOUSE FRONT ELEVATION

REVISION	DATE

Construction Plans For:
Helix Oxford
Oxford Way
City of Oxford, Lafayette County, Mississippi



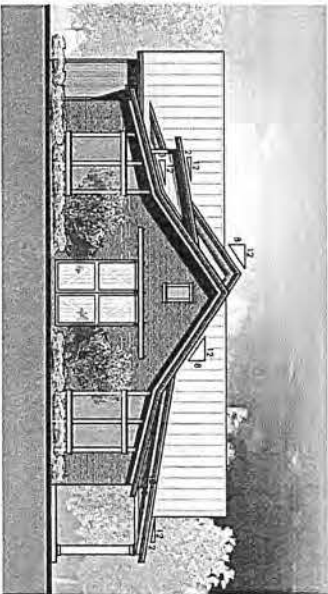
WILLIAMS ENGINEERING CONSULTANTS INC.
PO Box 117, Edmonton, Alberta T6C 2E5, Canada
Tel: (403) 427-1171 Fax: (403) 427-1172

CLUBHOUSE
ELEVATIONS

C 5.3

MINUTE BOOK No. 82, CITY OF OXFORD

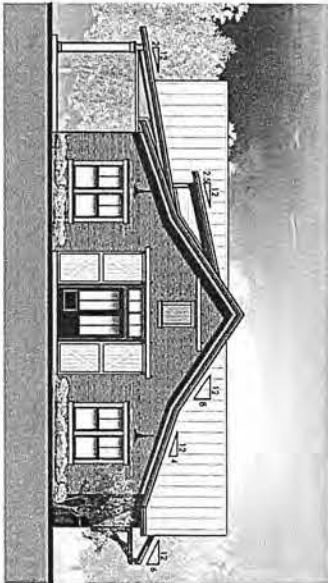
SAFEGUARD - DEMENT 62-1077



9'-0" TRUSS RING
8'-0" WINDOW HD.
0'-0" T.O. SLAB
0'-0" ASSUMED GRADE

4 FITNESS RIGHT ELEVATION

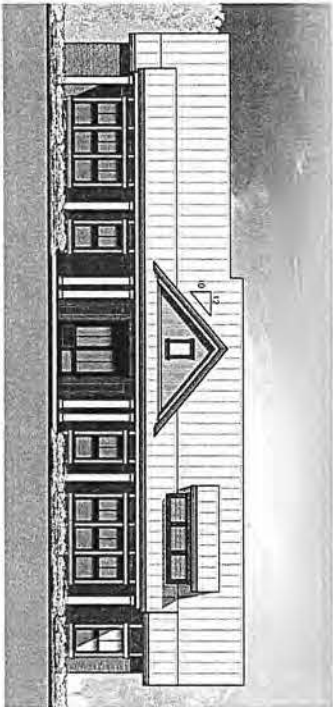
SCALE: 1/8"=1'-0"



9'-0" TRUSS RING
8'-0" WINDOW HD.
0'-0" T.O. SLAB
0'-0" ASSUMED GRADE

3 FITNESS LEFT ELEVATION

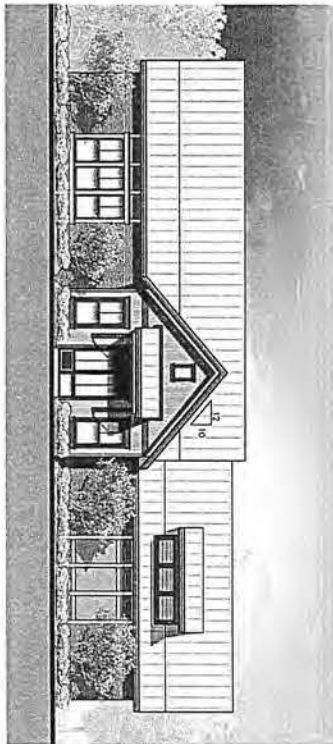
SCALE: 1/8"=1'-0"



9'-0" TRUSS RING
8'-0" WINDOW HD.
0'-0" T.O. SLAB
0'-0" ASSUMED GRADE

2 FITNESS REAR ELEVATION

SCALE: 1/8"=1'-0"



9'-0" TRUSS RING
8'-0" WINDOW HD.
0'-0" T.O. SLAB
0'-0" ASSUMED GRADE

1 FITNESS FRONT ELEVATION

SCALE: 1/8"=1'-0"



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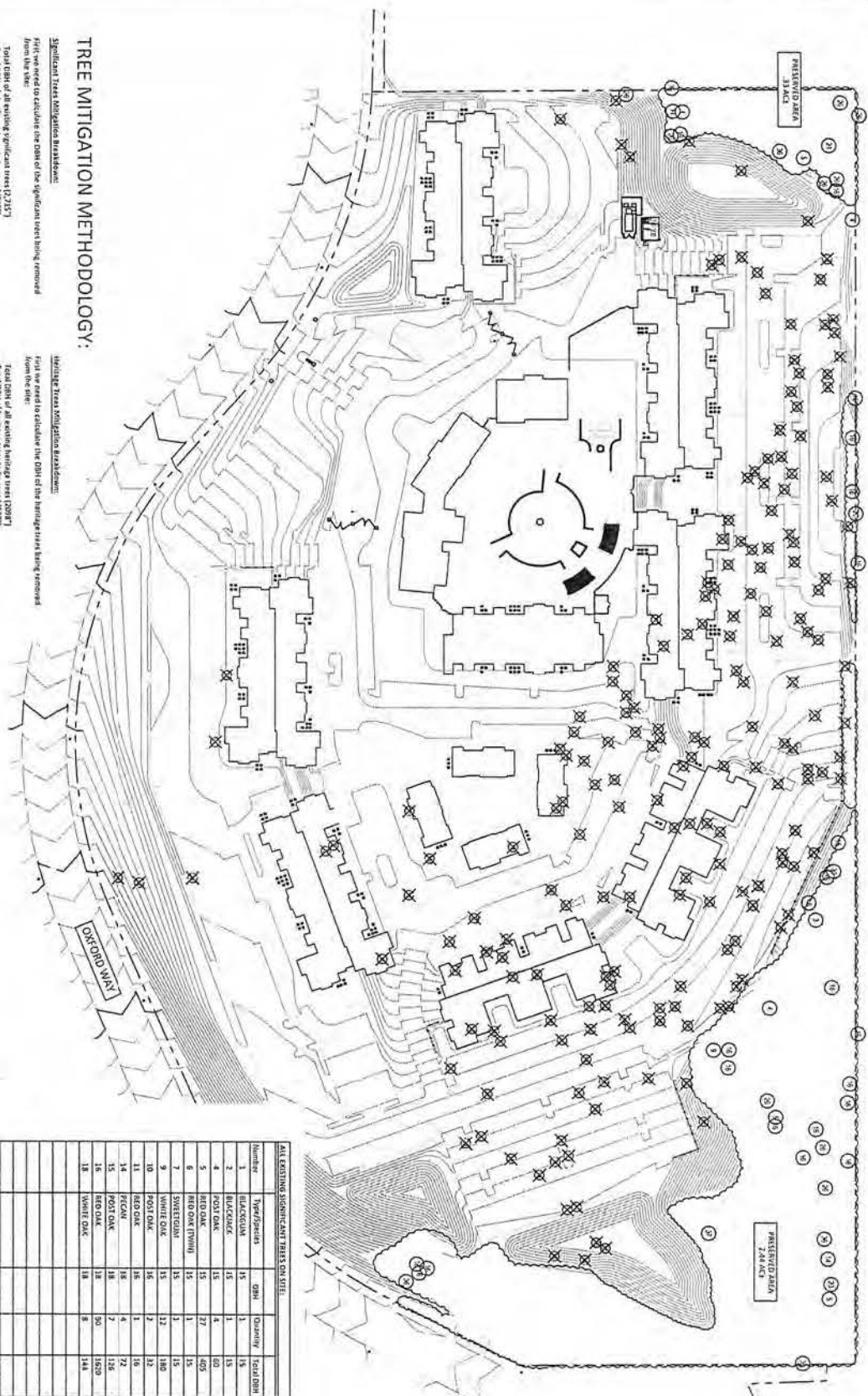
Construction Plans For:
Helix Oxford
Oxford Way

City of Oxford, Lafayette County, Mississippi

FITNESS
ELEVATIONS

C 6.5





TREE MITIGATION METHODOLOGY:

Significant Trees Mitigation Breakdown:

First we need to calculate the DBH of the significant trees being removed from the site:

Total DBH of all existing significant trees (2,715)
Total DBH of significant trees to be removed (1,517)
Total DBH of trees to be removed (1,517)

Every development in Oxford, MS gets a 10% tree mitigation credit before any mitigation is required.

10% of the total DBH of significant trees removed on site (2,187) = 218.7' of mitigation credit.

Total DBH of significant trees being removed that must be mitigated = 1,298.3'

The established mitigation rate for significant trees is that 1" tree, shall be planted for every 3 inches that are removed from the site.

By dividing the total significant DBH being removed by 3 we get the number of significant trees to be mitigated:

1298.3' / 3" = 432.77 trees

The final step is to add the tree credits that are given for the total DBH of saved significant trees. For every 3 inches of significant trees saved, a credit of 1" tree, is earned.

Total mitigation credit trees = 432.77 = 433 (12' trees)

Total amount of mitigation trees required is equal to significant trees:

Total trees to be mitigated (292.77 trees)
Total amount of mitigation trees required (433 trees)
433 - 292.77 = 140.23 trees

Heritage Trees Mitigation Breakdown:

First we need to calculate the DBH of the heritage trees being removed from the site:

Total DBH of all existing heritage trees (2,087)
Total DBH of heritage trees to be removed (1,517)
Total DBH of trees to be removed (1,517)

Every development in Oxford, MS gets a 20% tree mitigation credit before any mitigation is required.

20% of the total DBH of heritage trees removed on site (1,517) = 303.4' of mitigation credit.

Total DBH of heritage trees being removed that must be mitigated = 1,413.6'

The established mitigation rate for heritage trees is that 1" tree, shall be planted for every 2 inches that are removed from the site.

By dividing the total heritage DBH being removed by 2 we get the number of heritage trees to be mitigated:

1413.6' / 2" = 706.8 trees

The final step is to add the tree credits that are given for the total DBH of saved heritage trees. For every 2 inches of heritage trees saved, a credit of 1" tree, is earned.

Total mitigation credit trees = 706.8 = 707 (12' trees)

Total amount of mitigation trees required is equal to heritage trees:

Total trees to be mitigated (292.77 trees)
Total amount of mitigation trees required (707 trees)
707 - 292.77 = 414.23 trees

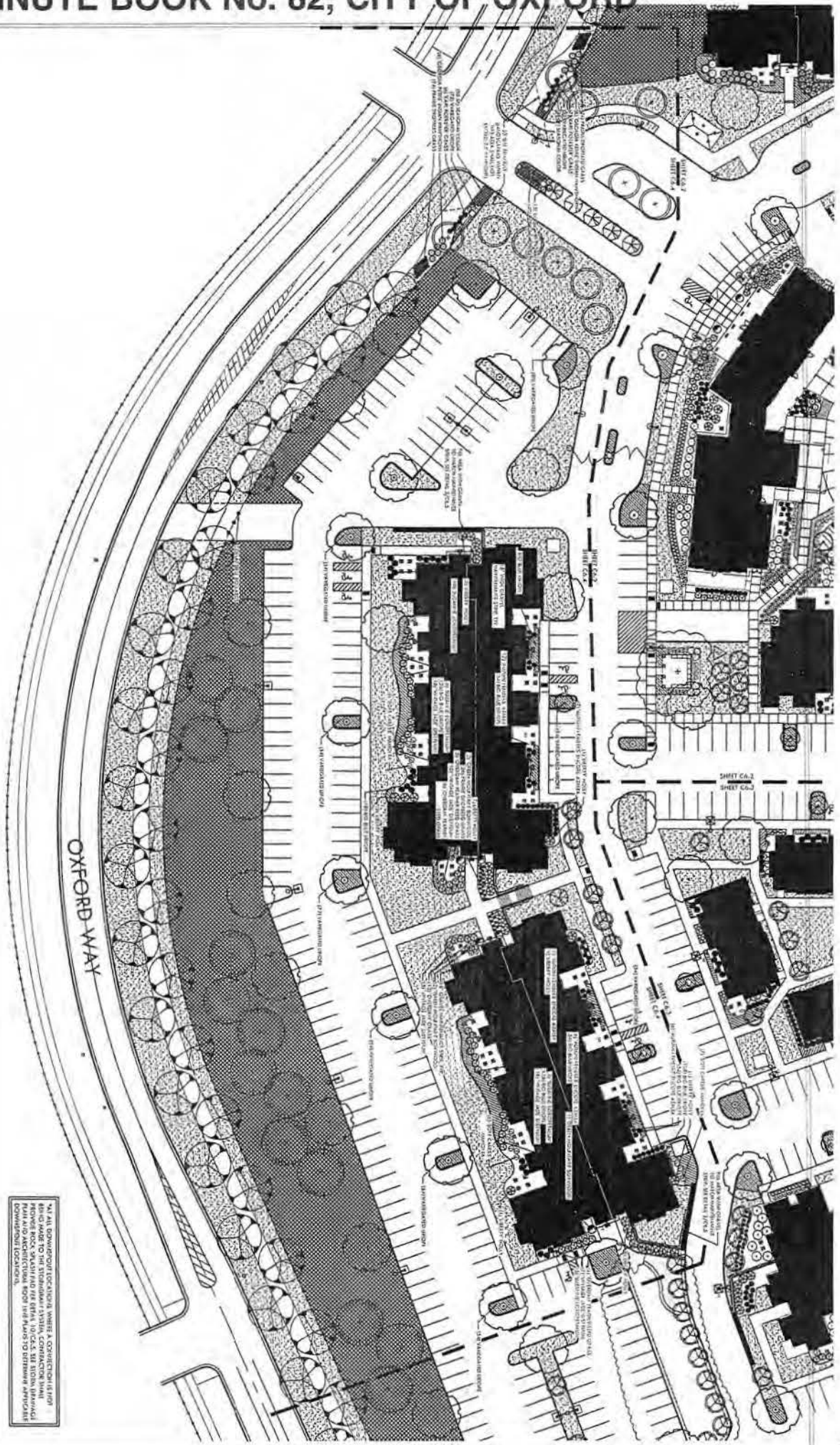


Total Preserved Heritage:		2,717
Total Mitigation Trees Required:		466
Total Proposed Mitigation Trees on Site:		205
Remaining Trees to be Mitigated:		261
at a cost of \$125/tree		
GCCT	5	32,625.00

ALL EXISTING SIGNIFICANT TREES ON SITE				
Number	Type/Species	DBH	Quantity	Total DBH
1	BLACKGUM	15	1	15
2	BLACKGUM	15	1	15
3	POST OAK	15	4	60
4	POST OAK	15	5	75
5	RED OAK	15	27	405
6	RED OAK (TWIG)	15	1	15
7	SWETGUM	15	1	15
8	WHITE OAK	15	12	180
9	POST OAK	16	2	32
10	RED OAK	16	1	16
11	RED OAK	16	4	64
12	POST OAK	18	7	126
13	POST OAK	18	50	900
14	WHITE OAK	18	8	144
Totals:			159	2,715

ALL EXISTING HERITAGE TREES ON SITE				
Number	Type/Species	DBH	Quantity	Total DBH
1	BLACKGUM	15	12	180
2	BLACKGUM	18	11	198
3	SWETGUM	18	1	18
4	RED OAK	20	1	20
5	RED OAK (TWIG)	20	8	160
6	WHITE OAK	20	2	40
7	SWETGUM	24	1	24
8	POST OAK	24	1	24
9	POST OAK	24	1	24
10	RED OAK	24	1	24
11	RED OAK	24	1	24
12	RED OAK	24	1	24
13	RED OAK	24	1	24
14	RED OAK	24	1	24
15	RED OAK	24	1	24
16	RED OAK	24	1	24
17	RED OAK	24	1	24
18	RED OAK	24	1	24
19	RED OAK	24	1	24
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30	RED OAK	24	1	24
31	RED OAK	24	1	24
32	RED OAK	24	1	24
33	RED OAK	24	1	24
34	RED OAK	24	1	24
35	RED OAK	24	1	24
36	RED OAK	24	1	24
37	RED OAK	24	1	24
38	RED OAK	24	1	24
39	RED OAK	24	1	24
Totals:			91	2,087

MINUTE BOOK No. 82, CITY OF OXFORD



ALL AT GRADEWORK LOCATIONS WHERE A CORRECTION IS REQUIRED TO THE STORMWATER SYSTEM, CONTRACTOR SHALL PROVIDE ROCK SPALL FILL TO BE IN PLACE TO CORRECT THE DOWNSTREAM LOCATION.



Construction Plans For:
Helix Oxford
Oxford Way
City of Oxford, Lafayette County, Mississippi

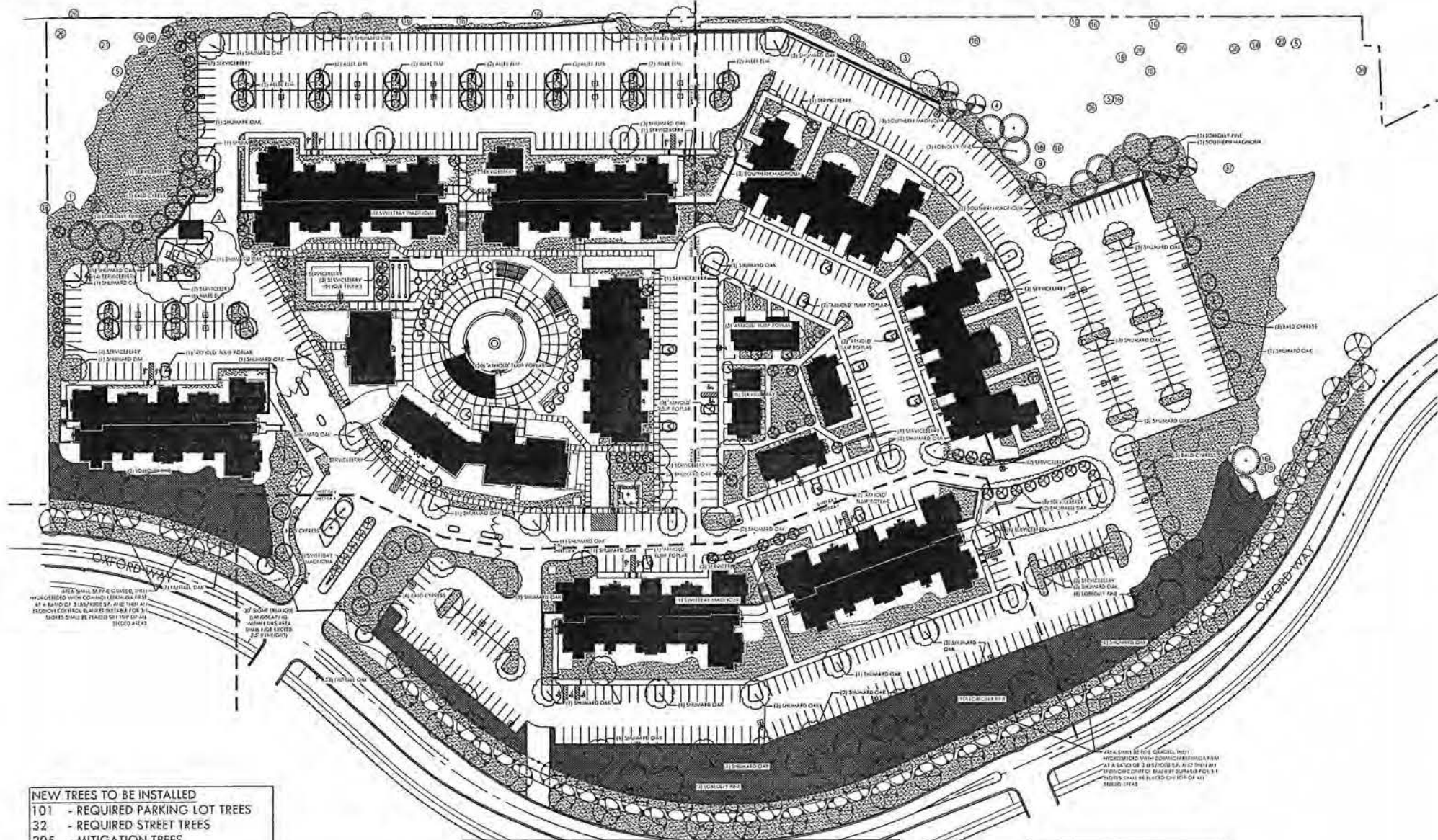


WILLIAMS ENGINEERING CONSULTANTS, INC.
Professional Engineers | Professional Land Surveyors
1010 W. 10th Street, Suite 100, Oxford, MS 38655
(662) 933-1111 | Fax: (662) 933-1112 | www.williams-engineers.com

REVISION	DATE
1. Initial Design	1/1/2011
2. Final Design	1/1/2011
3. Construction	1/1/2011
4. Final	1/1/2011
5. Final	1/1/2011
6. Final	1/1/2011
7. Final	1/1/2011
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99. Final	1/1/2011
100. Final	1/1/2011

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077



NEW TREES TO BE INSTALLED
 101 - REQUIRED PARKING LOT TREES
 32 - REQUIRED STREET TREES
 205 - MITIGATION TREES

TOTAL PRESERVED AREA:	2.77 ACRES
TOTAL MITIGATION REQUIRED: (BASED ON REMOVAL OF SIGNIFICANT & HERITAGE TREES)	1,099.35
CREDIT FOR SAVING SIGNIFICANT TREES:	107
CREDIT FOR SAVING HERITAGE TREES:	527
PROPOSED MITIGATION TREES PLANTED ON SITE:	205
REMAINING TREES TO BE MITIGATED:	261

EXISTING SIGNIFICANT TREES TO BE SAVED:

Number	Type/Species	DBH	Quantity	Total DBH
4	POST OAK	35	2	70
5	RED OAK	35	1	35
8	WHITE OAK	15	1	15
14	PECAN	18	1	18
16	RED OAK	18	21	378
33	RED OAK	16	1	16
18	WHITE OAK	18	1	18
1	BLACKGUM	15	1	15
Totals:				535

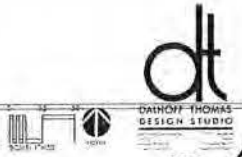
Mitigation Credit Trees: 307

EXISTING HERITAGE TREES TO BE SAVED:

Number	Type/Species	DBH	Quantity	Total DBH
3	HICKORY	15	1	15
20	RED OAK	20	1	20
23	HICKORY	24	1	24
26	RED OAK	24	5	120
32	RED OAK	30	1	30
19	HICKORY	20	1	20
20	RED OAK	20	1	20
26	RED OAK	24	4	72
27	RED OAK (TWIST)	20	1	20
30	RED OAK	35	3	105
37	WHITE OAK	36	2	72
39	WHITE OAK	42	1	42
Totals:				527

Mitigation Credit Trees: 527

NOTES:
 1. STREET TREES TO BE EVENLY SPACED ALONG OXFORD WAY. WHEN NECESSARY, TREES SHALL BE SHIFTED TO AVOID STREET LIGHTS WHILE ATTEMPTING TO MAINTAIN SPACING AS CONSISTENT AS POSSIBLE.



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 Professional Engineers | Professional Land Surveyors

Construction Plans For:
 Helix Oxford
 Oxford Way
 City of Oxford, Lafayette County, Mississippi

REVISION | DATE

1. PRELIMINARY PLAN	11/12/19
2. PRELIMINARY PLAN	11/12/19
3. PRELIMINARY PLAN	11/12/19

Scale: 1" = 50'

Date: 4/2/21

File:

Project: 50-152119

Drawn by: JCH

Checked by: LDT

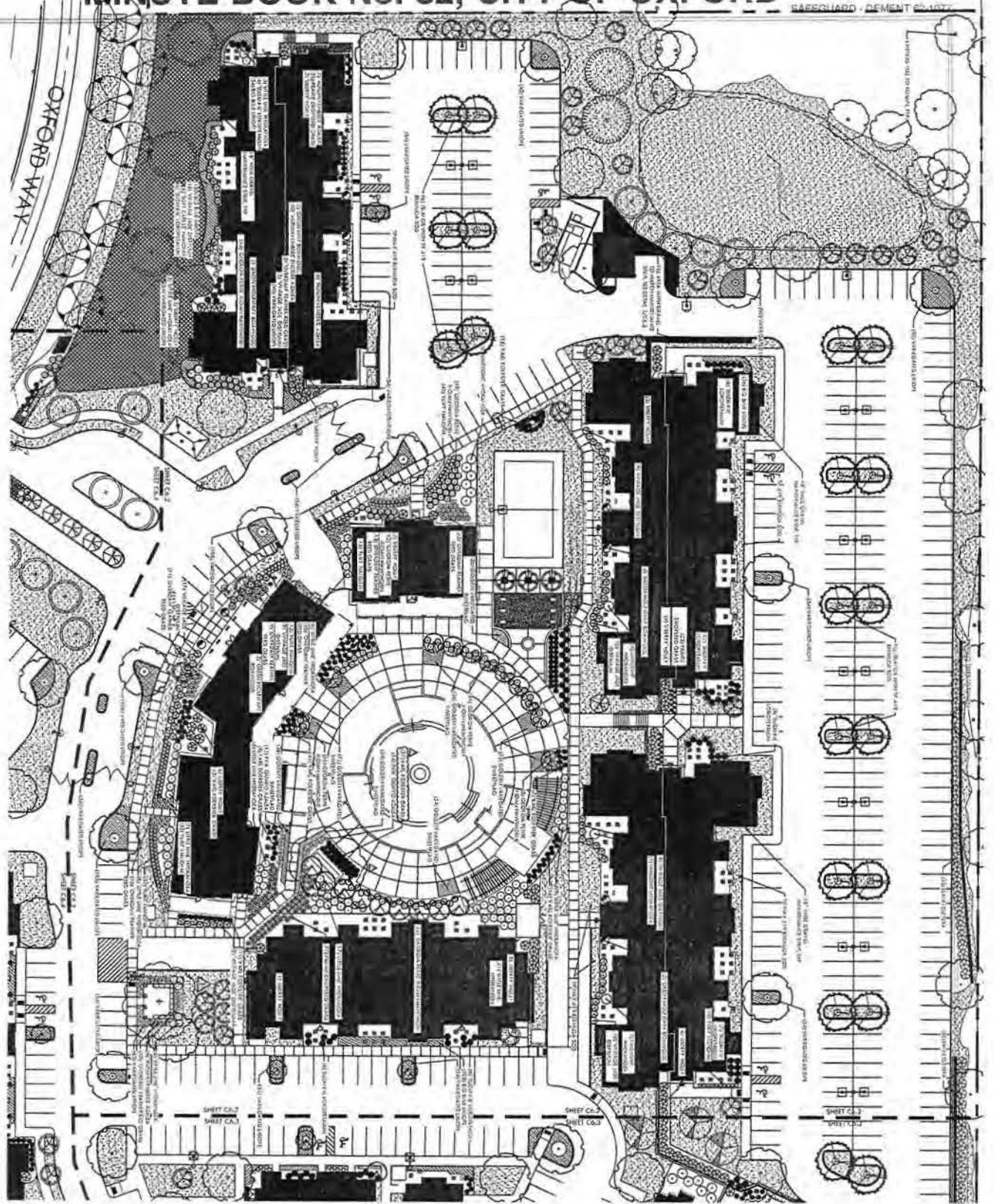
Sheet:

Tree Plan

C.B.1

MINUTE BOOK No. 82, CITY OF OXFORD

BASEQUAD - SHEET 62-1077



ALL LANDSCAPE LOCATIONS WHERE A CONNECTION IS NOT
SHOWN TO THE STORMWATER SYSTEM, CONTRACTOR SHALL
PROVIDE A CONNECTION TO THE STORMWATER SYSTEM. SEE THE
CONNECTIONS TO THE STORMWATER SYSTEM FOR THE STORMWATER
CONNECTIONS TO THE STORMWATER SYSTEM.



C6.2

LANDSCAPE
PLAN

REVISION	DATE
1.0	10/1/14
2.0	10/1/14
3.0	10/1/14
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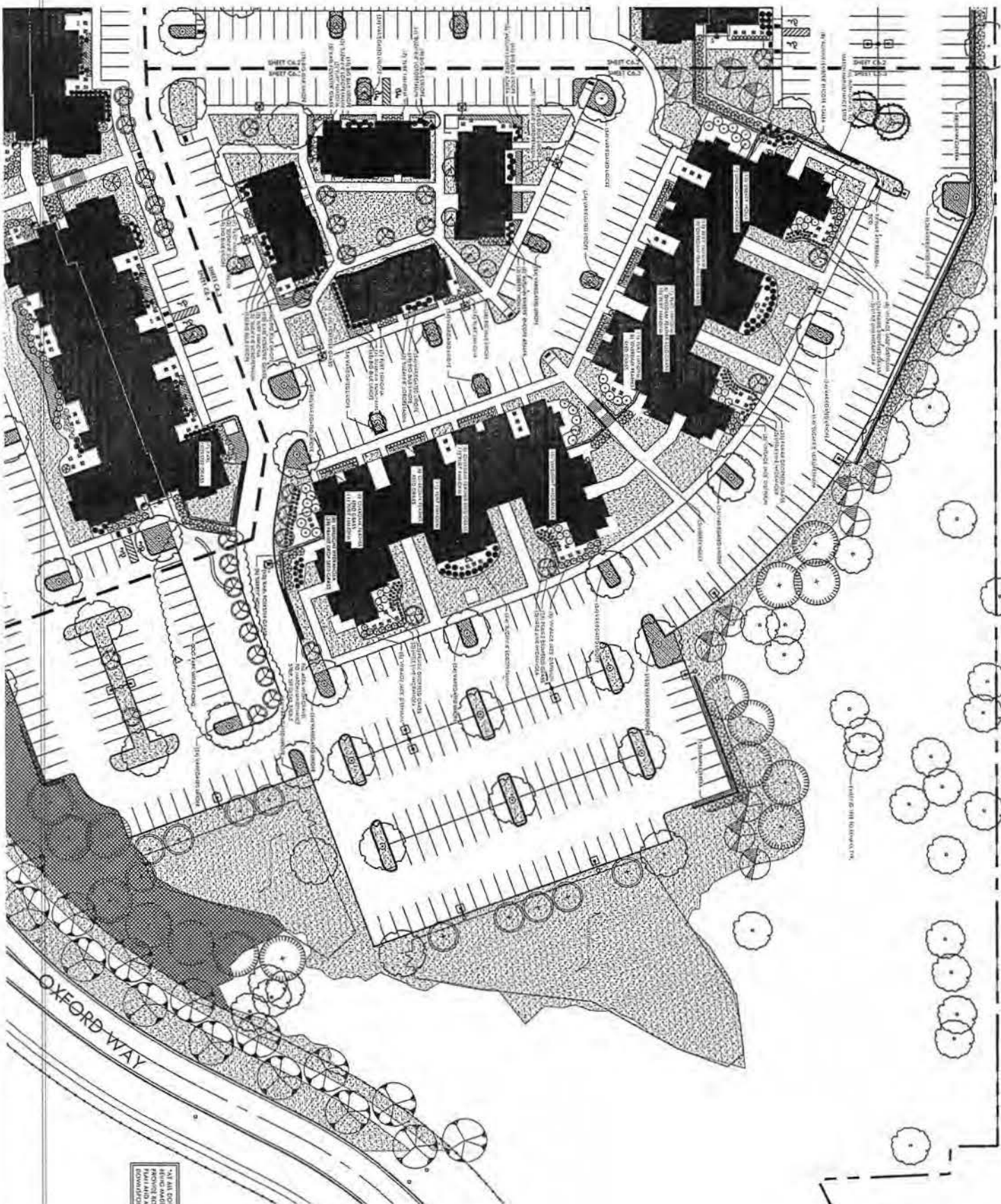
Construction Plans For:
Helix Oxford
Oxford Way
City of Oxford, Lafayette County, Mississippi



WILLIAMS ENGINEERING CONSULTANTS, INC.
Professional Engineers | Professional Land Surveyors
1111 W. 11TH STREET, SUITE 100
OKLAHOMA CITY, OKLAHOMA 73101
(405) 521-1111

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077



ALL LANDSCAPING LOCATIONS SHOWN ARE FOR INFORMATION ONLY. THE LANDSCAPING SHALL BE DETERMINED BY THE LANDSCAPE ARCHITECT. THE LANDSCAPING SHALL BE DETERMINED BY THE LANDSCAPE ARCHITECT. THE LANDSCAPING SHALL BE DETERMINED BY THE LANDSCAPE ARCHITECT.



C 6.3

LANDSCAPE
PLAN

REVISION	DATE
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3	1-1-10
4	1-1-10
5	1-1-10
6	1-1-10
7	1-1-10
8	1-1-10
9	1-1-10
10	1-1-10

Construction Plans For:
Helix Oxford
Oxford Way
City of Oxford, Lafayette County, Mississippi



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

1000 N. GULF SHORE BLVD., SUITE 100
P.O. BOX 1000, GULFPORT, MISSISSIPPI 39503
(601) 833-1000

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

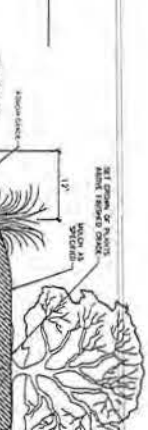
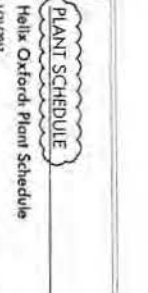
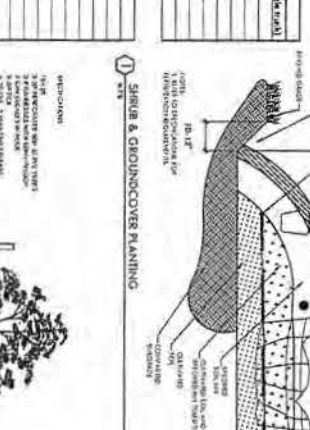
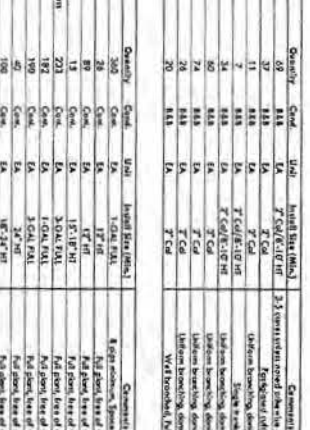
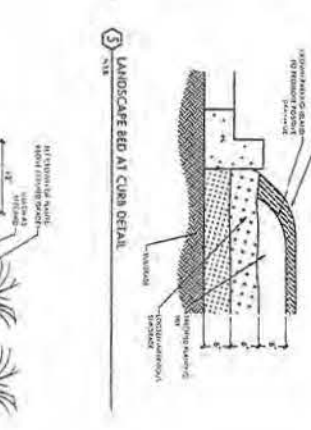
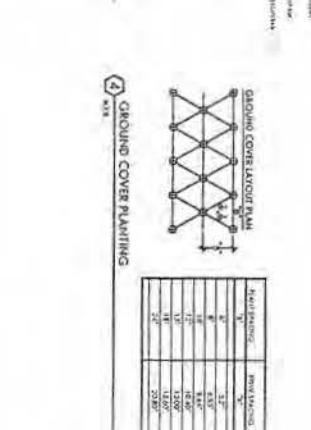
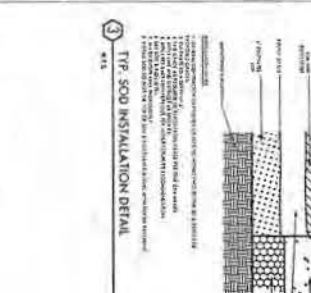
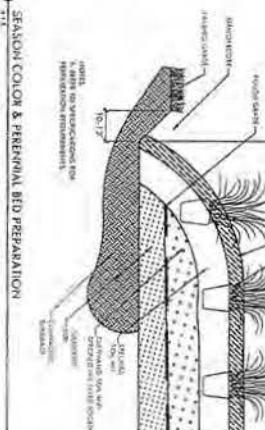
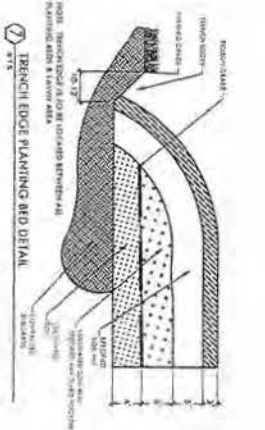
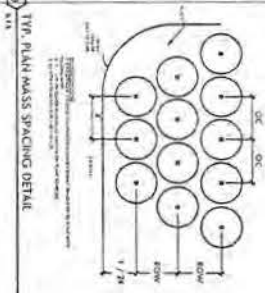
PLANT SCHEDULE

Helix Oxford Plant Schedule

1/1/2012

Item	Material Name	Quantity	Unit	Plant Size (in.)	Comments
1	Aspen, 10' x 10' x 10'	60	EA	10' x 10' x 10'	3.5' x 10' x 10' (in. x in. x in.)
2	Aspen, 10' x 10' x 10'	30	EA	10' x 10' x 10'	3.5' x 10' x 10' (in. x in. x in.)
3	Aspen, 10' x 10' x 10'	15	EA	10' x 10' x 10'	3.5' x 10' x 10' (in. x in. x in.)
4	Aspen, 10' x 10' x 10'	10	EA	10' x 10' x 10'	3.5' x 10' x 10' (in. x in. x in.)
5	Aspen, 10' x 10' x 10'	5	EA	10' x 10' x 10'	3.5' x 10' x 10' (in. x in. x in.)
6	Aspen, 10' x 10' x 10'	5	EA	10' x 10' x 10'	3.5' x 10' x 10' (in. x in. x in.)
7	Aspen, 10' x 10' x 10'	5	EA	10' x 10' x 10'	3.5' x 10' x 10' (in. x in. x in.)
8	Aspen, 10' x 10' x 10'	5	EA	10' x 10' x 10'	3.5' x 10' x 10' (in. x in. x in.)
9	Aspen, 10' x 10' x 10'	5	EA	10' x 10' x 10'	3.5' x 10' x 10' (in. x in. x in.)
10	Aspen, 10' x 10' x 10'	5	EA	10' x 10' x 10'	3.5' x 10' x 10' (in. x in. x in.)

Item	Material Name	Quantity	Unit	Plant Size (in.)	Comments
11	Aspen, 10' x 10' x 10'	5	EA	10' x 10' x 10'	3.5' x 10' x 10' (in. x in. x in.)
12	Aspen, 10' x 10' x 10'	5	EA	10' x 10' x 10'	3.5' x 10' x 10' (in. x in. x in.)
13	Aspen, 10' x 10' x 10'	5	EA	10' x 10' x 10'	3.5' x 10' x 10' (in. x in. x in.)
14	Aspen, 10' x 10' x 10'	5	EA	10' x 10' x 10'	3.5' x 10' x 10' (in. x in. x in.)
15	Aspen, 10' x 10' x 10'	5	EA	10' x 10' x 10'	3.5' x 10' x 10' (in. x in. x in.)
16	Aspen, 10' x 10' x 10'	5	EA	10' x 10' x 10'	3.5' x 10' x 10' (in. x in. x in.)
17	Aspen, 10' x 10' x 10'	5	EA	10' x 10' x 10'	3.5' x 10' x 10' (in. x in. x in.)
18	Aspen, 10' x 10' x 10'	5	EA	10' x 10' x 10'	3.5' x 10' x 10' (in. x in. x in.)
19	Aspen, 10' x 10' x 10'	5	EA	10' x 10' x 10'	3.5' x 10' x 10' (in. x in. x in.)
20	Aspen, 10' x 10' x 10'	5	EA	10' x 10' x 10'	3.5' x 10' x 10' (in. x in. x in.)



1. The plant schedule is based on the following assumptions:

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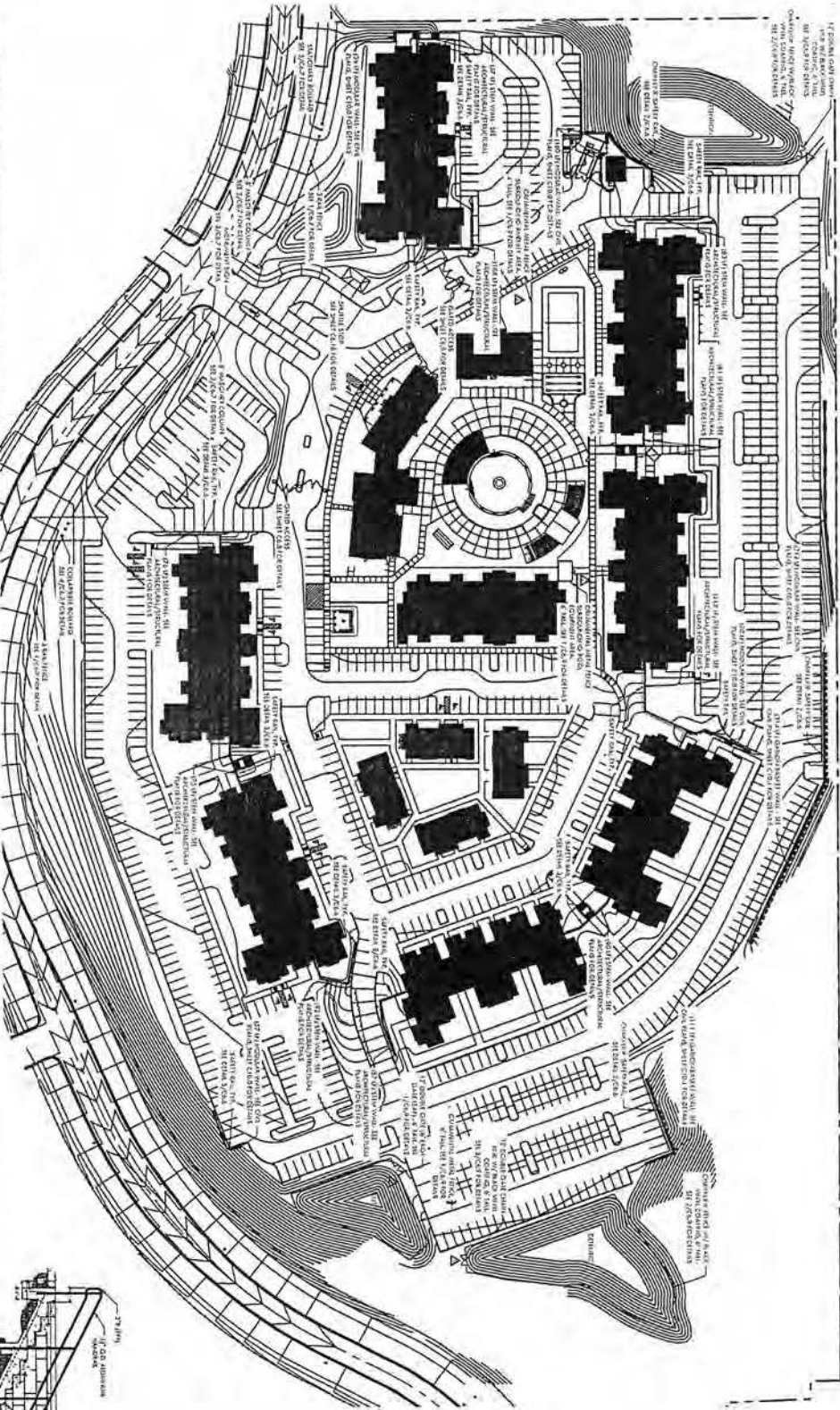
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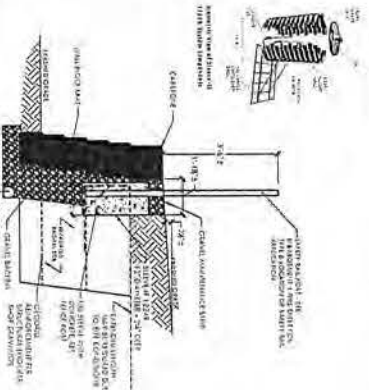
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MINUTE BOOK No. 82, CITY OF OXFORD

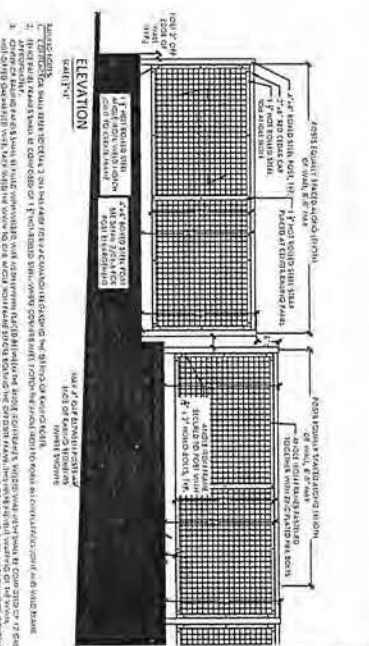
SAFEGUARD - DEMENT 62-1077



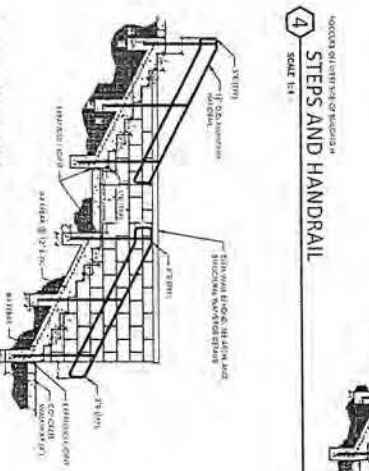
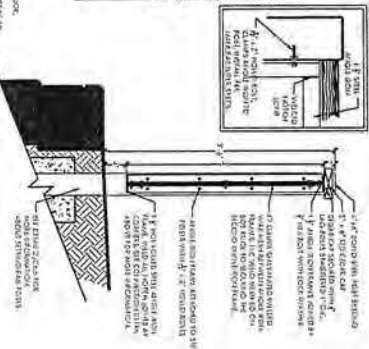
1 MODULAR RETAINING WALL - SAFETY RAIL LOCATIONS
SCALE 1/8"



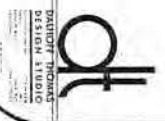
2 SAFETY RAIL POST ENLARGEMENT
SCALE 1/2"



3 SAFETY RAILS
SCALE 1/8\"/>



5 STEPS AND HANDRAIL
SCALE 1/4"



Construction Plans For:
Helix Oxford
Oxford Way
City of Oxford, Lafayette County, Mississippi



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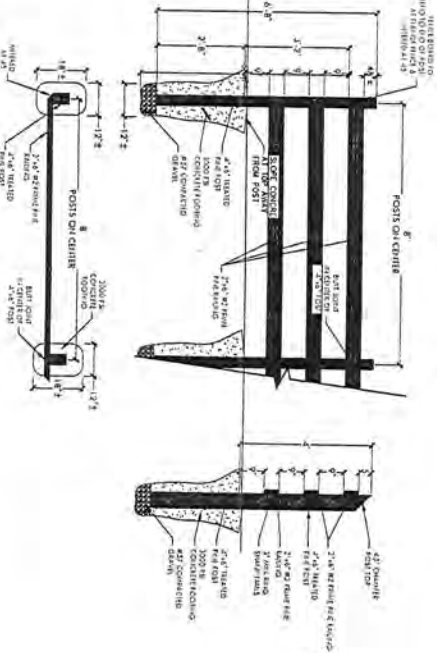
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C 6.6

MINUTE BOOK No. 82, CITY OF OXFORD

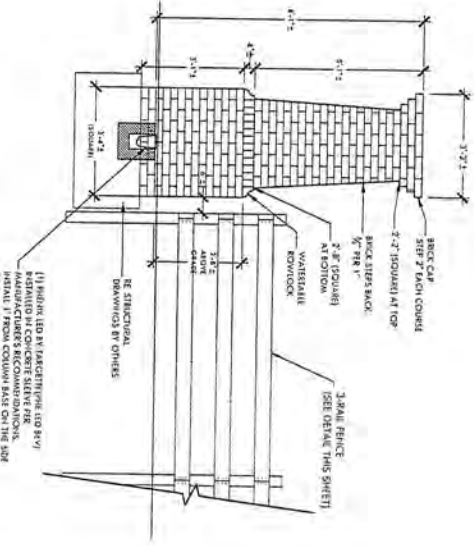
SAFEGUARD - DEMENT 62-1077

- LEGEND**
- 1. ALL 3" x 3" FENCE POSTS TO BE HELIX, CO. 2" DIA.
 - 2. ALL 3" x 3" FENCE POSTS TO BE HELIX, CO. 2" DIA.
 - 3. FENCE TO BE CONCRETE ON TOP OF CONCRETE
 - 4. FENCE TO BE CONCRETE ON TOP OF CONCRETE
 - 5. FENCE TO BE CONCRETE ON TOP OF CONCRETE
 - 6. FENCE TO BE CONCRETE ON TOP OF CONCRETE
 - 7. FENCE TO BE CONCRETE ON TOP OF CONCRETE
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 - 10. FENCE TO BE CONCRETE ON TOP OF CONCRETE



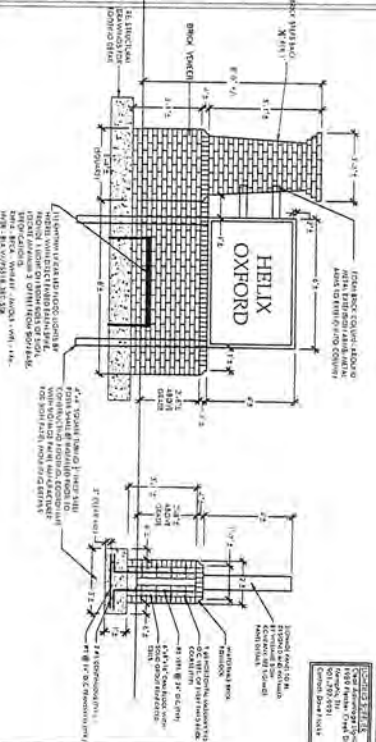
3-RAIL FENCE (TYPICAL)
SCALE 1/2"

8" MASONRY FENCE COLUMN AT ENTRANCE
SCALE 1/2"

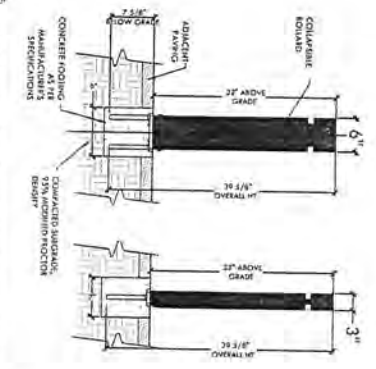


NOTES: (1) FENCE TO BE CONCRETE ON TOP OF CONCRETE. (2) FENCE TO BE CONCRETE ON TOP OF CONCRETE. (3) FENCE TO BE CONCRETE ON TOP OF CONCRETE. (4) FENCE TO BE CONCRETE ON TOP OF CONCRETE. (5) FENCE TO BE CONCRETE ON TOP OF CONCRETE. (6) FENCE TO BE CONCRETE ON TOP OF CONCRETE. (7) FENCE TO BE CONCRETE ON TOP OF CONCRETE. (8) FENCE TO BE CONCRETE ON TOP OF CONCRETE. (9) FENCE TO BE CONCRETE ON TOP OF CONCRETE. (10) FENCE TO BE CONCRETE ON TOP OF CONCRETE.

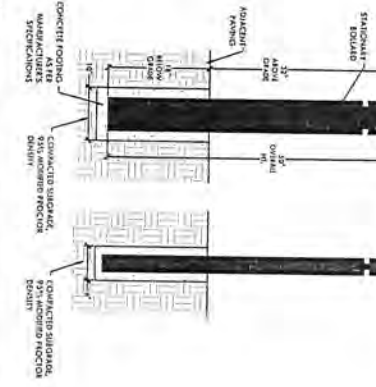
MAIN DEVELOPMENT ENTRANCE SIGNAGE
SCALE 1/3"



COLLAPSIBLE BOLLARD
SCALE 1/2"



STATIONARY BOLLARD
SCALE 1/2"



NOTES: (1) FENCE TO BE CONCRETE ON TOP OF CONCRETE. (2) FENCE TO BE CONCRETE ON TOP OF CONCRETE. (3) FENCE TO BE CONCRETE ON TOP OF CONCRETE. (4) FENCE TO BE CONCRETE ON TOP OF CONCRETE. (5) FENCE TO BE CONCRETE ON TOP OF CONCRETE. (6) FENCE TO BE CONCRETE ON TOP OF CONCRETE. (7) FENCE TO BE CONCRETE ON TOP OF CONCRETE. (8) FENCE TO BE CONCRETE ON TOP OF CONCRETE. (9) FENCE TO BE CONCRETE ON TOP OF CONCRETE. (10) FENCE TO BE CONCRETE ON TOP OF CONCRETE.



C 67

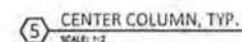
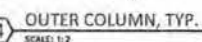
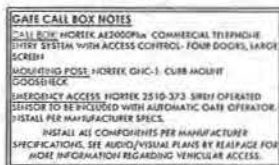
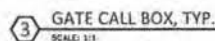
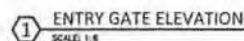
Construction Plans For:
Helix Oxford
Oxford Way
City of Oxford, Lafayette County, Mississippi



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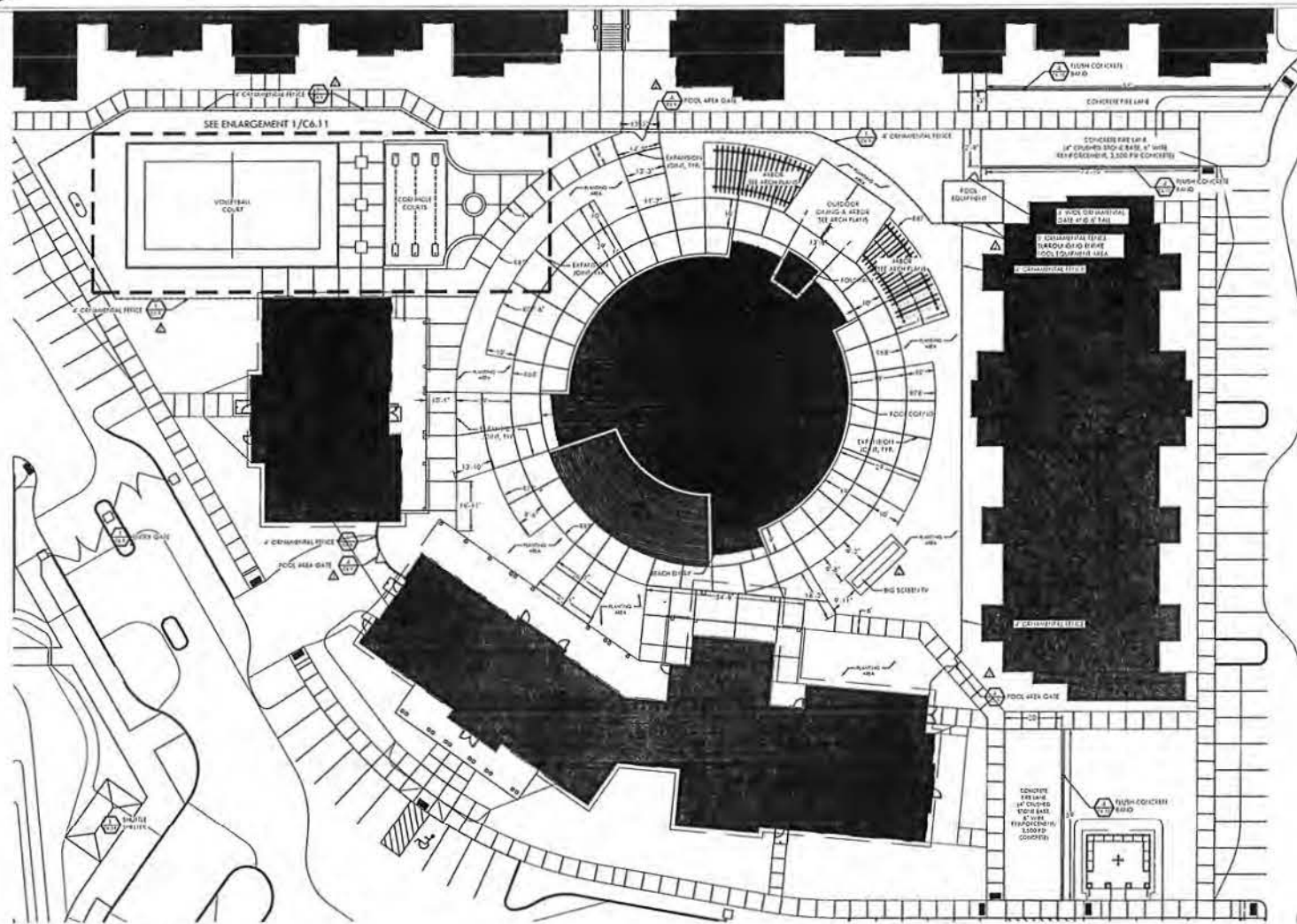
HARDSCAPE
DETAILS

REVISION	DATE
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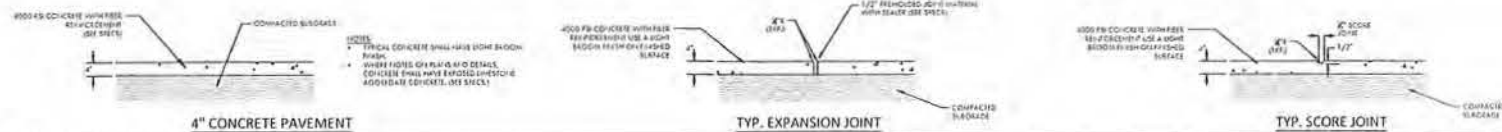


- 6 GATE OPERATOR CUTSHEET**
SCALE: NTS





1 AMENITY AREA ENLARGEMENT
SCALE: 1:20



2 TYPICAL CONCRETE DETAILS
SCALE: NONE

- NOTES:**
1. ALL CONCRETE WITHIN THE AMPLIFY AREA SHALL BE A 6/4 LIME/STC, 40% GRAVEL MIX WITH WHITE SAND. CONCRETE SHALL HAVE A LIGHT WASH TO EXPOSE AGGREGATE BUT MAINTAIN A VERY SMOOTH SURFACE. REINFORCE CONCRETE WITH ANCHORING RATHER THAN STEEL TO ACHIEVE A 3500 PSI RATIO.
 2. CONCRETE CONTRACTOR SHALL INSTALL A 5"x5" SAMPLE OF THE PROPOSED MIX PRIOR TO INSTALLATION OF POOL OR WALKWAYS. WITHIN THE AMPLIFY AREA, SAMPLES SHALL BE REVIEWED FOR APPROVAL BY THE LANDSCAPE ARCHITECT AND OWNER'S REPRESENTATIVE.



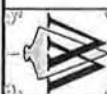
POOL AREA HARDSCAPE & DETAILS

Sheet 11

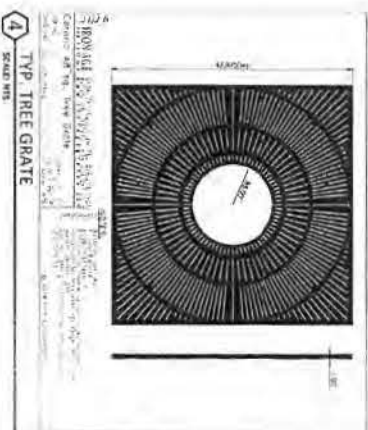
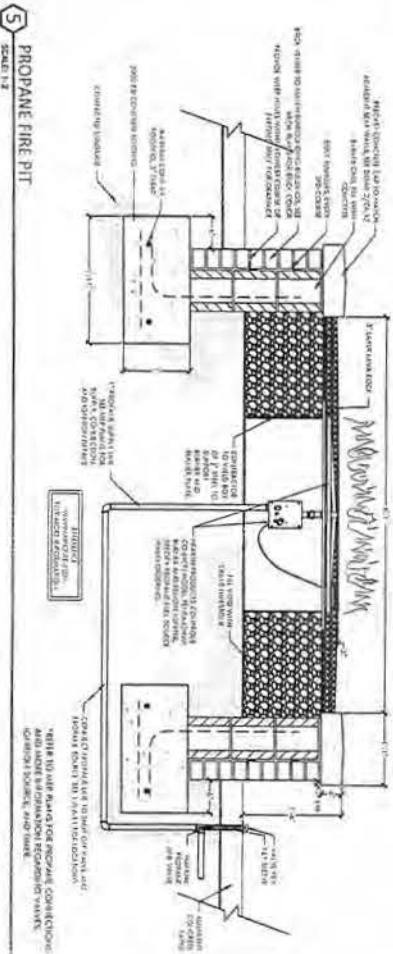
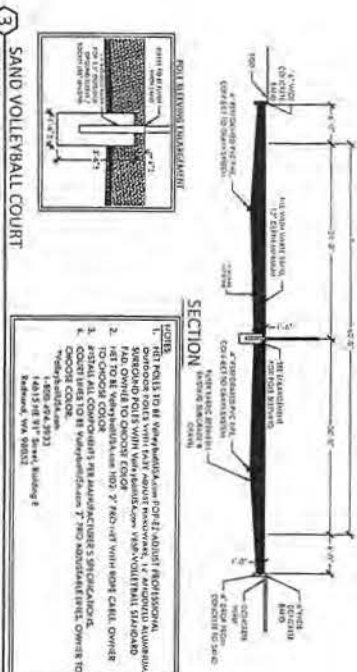
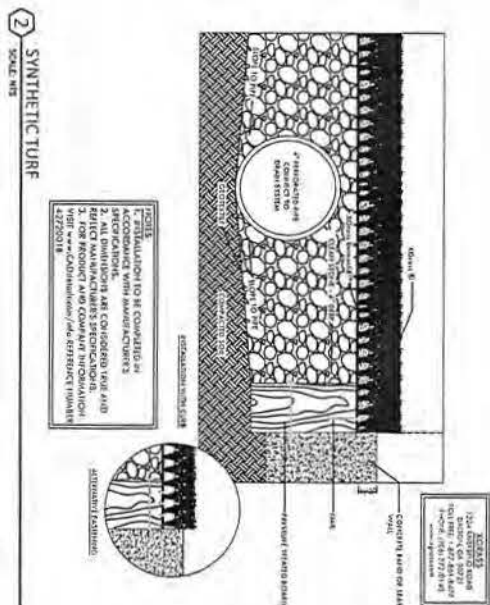
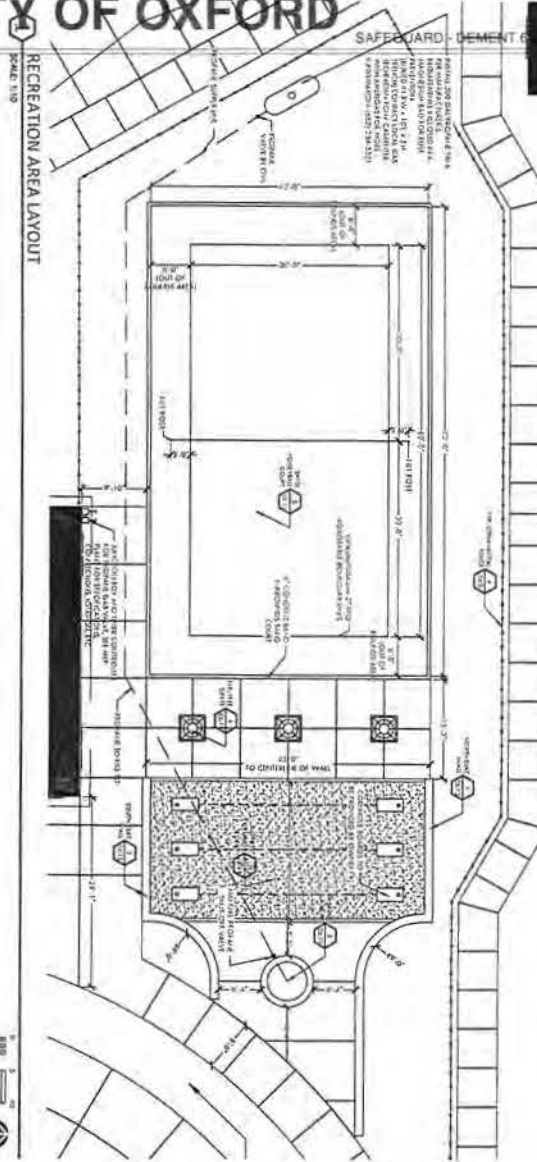
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Construction Plans For:
Helix Oxford
Oxford Way

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

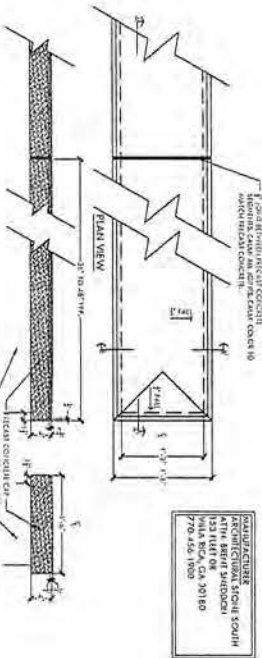
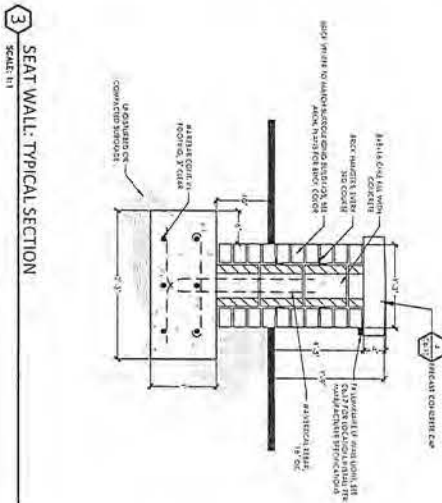
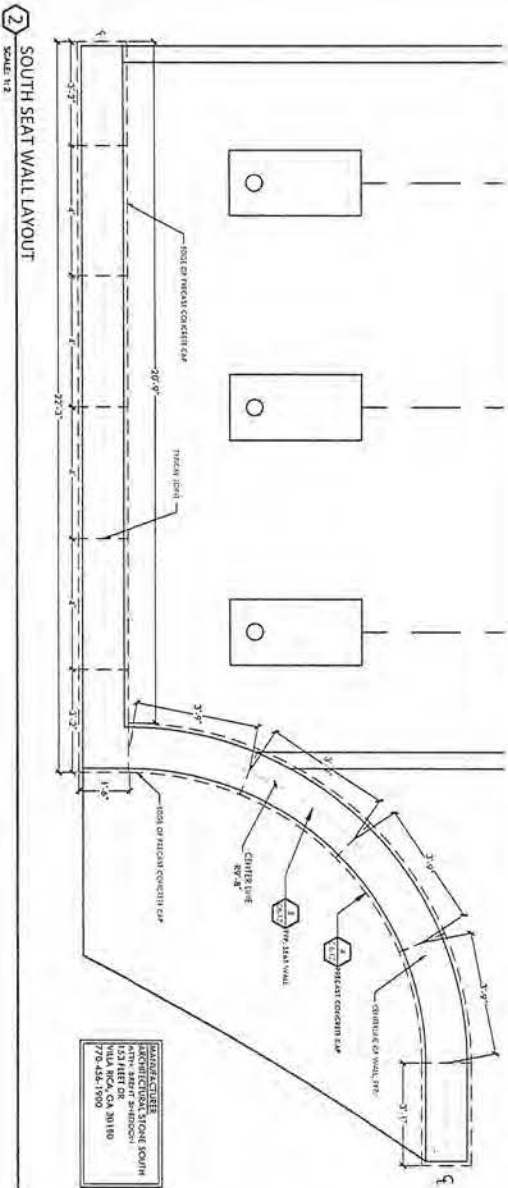
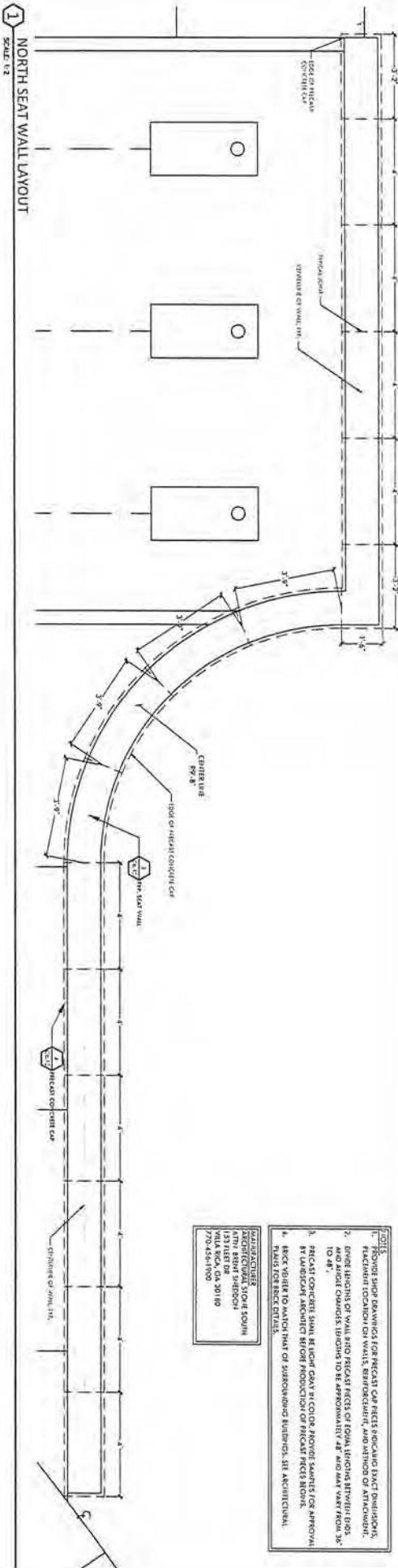


MINUTE BOOK No. 82, CITY OF OXFORD



MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077



- NOTES:
1. PROVIDE SHOP DRAWINGS FOR PRECAST CAP PIECES INDICATING EXACT DIMENSIONS, REINFORCEMENT LOCATIONS ON WALLS, REINFORCEMENT, AND METHOD OF ATTACHMENT.
 2. DIMENSIONS OF WALL AND PRECAST PIECES OF EQUAL LENGTHS BETWEEN BIDS TO BE 1/4\"/>

WILLIAMS ENGINEERING CONSULTANTS, INC.
ARCHITECTURAL STONE SOUTH
ATLANTA, GEORGIA 30303
WILLIAMS, CA 30180
770-456-1000

Construction Plans For:
Helix Oxford
Oxford Way
City of Oxford, Lafayette County, Mississippi

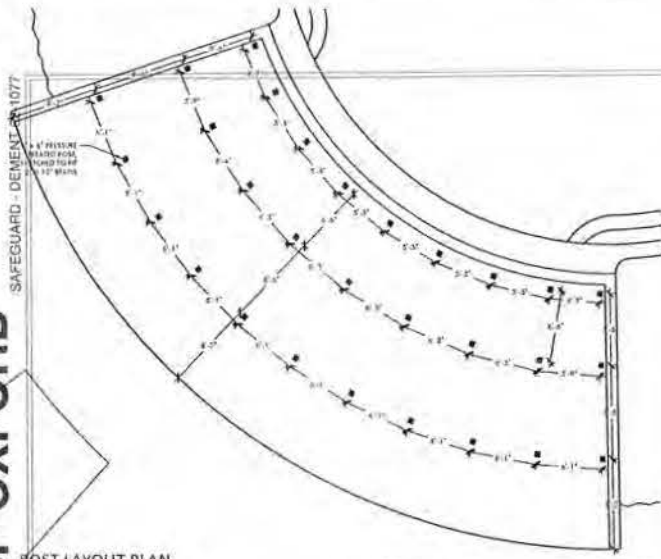


WILLIAMS ENGINEERING CONSULTANTS, INC.
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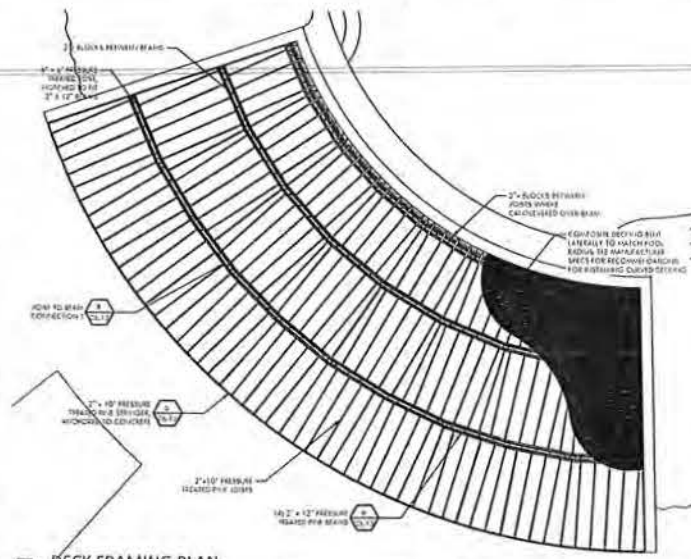
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TIME: 11:11 AM
BY: J. DEMENT

HARDSCAPE
DETAILS

C.6.12

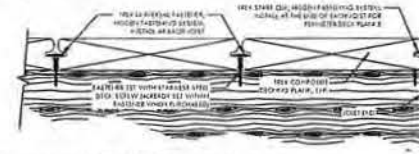


POST LAYOUT PLAN
SCALE: 1/8" = 1'-0"

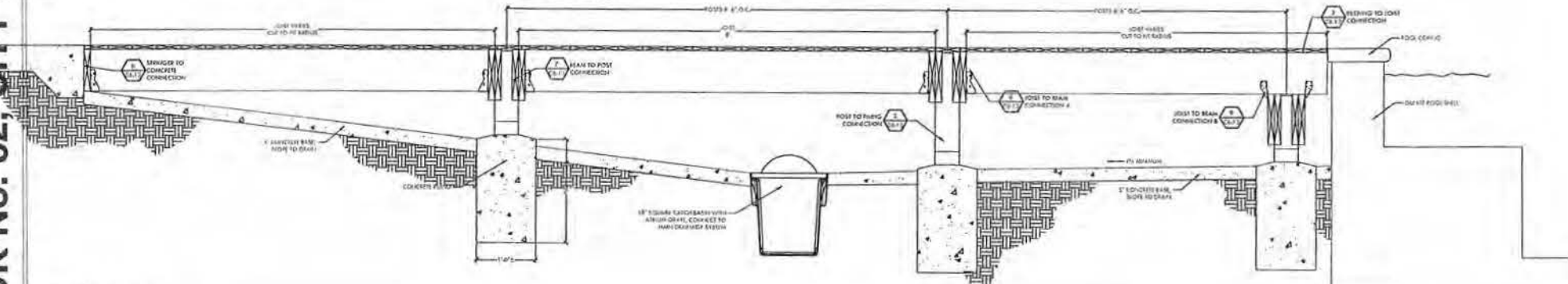


DECK FRAMING PLAN
SCALE: 1/8" = 1'-0"

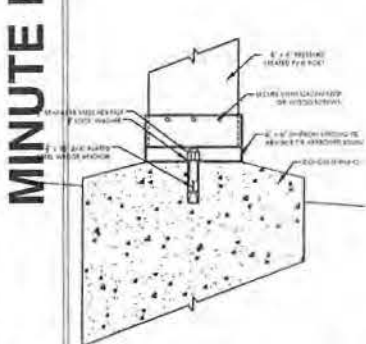
- NOTES:**
1. DECK MATERIALS
POSTS: 4" x 6" PRESSURE TREATED PINE, ATTACHED TO CONCRETE PILING. SEE DETAIL 5/C-13 BELOW FOR CONNECTION DETAIL.
STRINGERS: 2" x 10" PRESSURE TREATED PINE
BEAMS: (4) 2" x 12" PRESSURE TREATED PINE, #2 MAXIMUM SPAN
JOISTS: 2" x 10" PRESSURE TREATED PINE, #2 MAXIMUM SPAN
DECKING: TREX SELECT DECKING, WOODGRAIN BROWN COLOR, INSTALL PER MANUFACTURER SPECIFICATIONS.
 2. TREX DECKING PLANKS SHALL BE BENT LATERALLY TO FOLLOW THE CURVED EDGE OF THE POOL. IF NECESSARY, TREX MATERIAL MAY BE HEATED PER MANUFACTURER SPECIFICATIONS TO ACHIEVE THE DESIRED LATERAL CURVE. POTENTIAL HEAT SOURCES INCLUDE "TREX CUSTOMCURVE" OR "HEATECH HEAT FORMING KIT" (MODEL # HCP9-300). IF ALTERNATIVE HEATING METHOD IS DESIRED, SUBMIT DESCRIPTION OF METHOD TO LANDSCAPE ARCHITECT FOR APPROVAL.
 3. ALL LUMBER, WITH THE EXCEPTION OF DIM COMPOSITE DECKING PLANKS, SHALL BE PRESSURE TREATED PINE. ALL PRESSURE TREATED PINE SHALL BE SOUTHERN YELLOW PINE (SYP) R2 GRADE OR BETTER.
 4. ALL HARDWARE / FASTENERS, INCLUDING SCREWS AND NAILS, SHALL BE STAINLESS STEEL OR ZINC GALVANIZED TO PREVENT CORROSION.



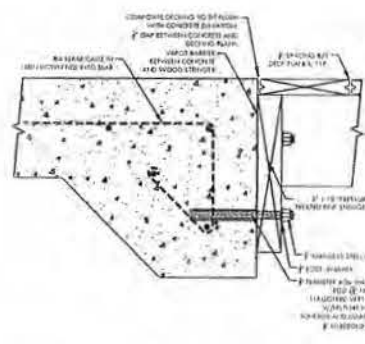
DECKING TO JOIST CONNECTION
SCALE: 1/2" = 1'-0"



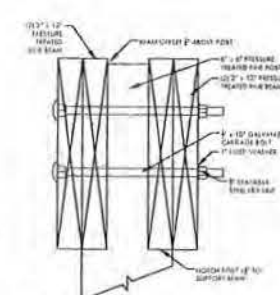
TYPICAL DECK SECTION
SCALE: 1/2" = 1'-0"



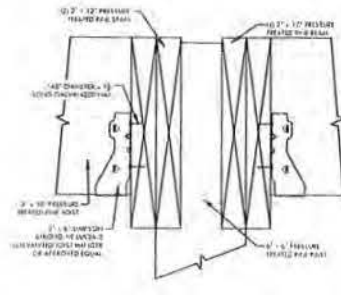
TYP. POST TO PILING CONNECTION
SCALE: 1/4" = 1'-0"



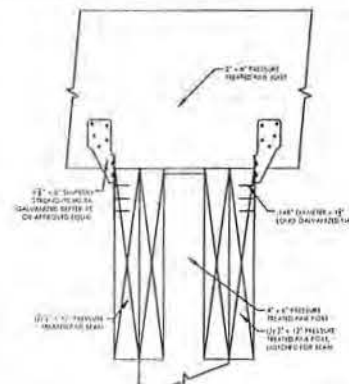
STRINGER TO CONCRETE CONNECTION
SCALE: 1/4" = 1'-0"



BEAM TO POST CONNECTION
SCALE: 1/4" = 1'-0"



JOIST TO BEAM CONNECTION A
SCALE: 1/4" = 1'-0"



JOIST TO BEAM CONNECTION B
SCALE: 1/4" = 1'-0"

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Construction Plans For:
Helix Oxford
Oxford Way
City of Oxford, Lafayette County, Mississippi

REVISION	DATE

Scale: AS INDICATED
Title: HPS18
File:
Project: SD-150899
Drawn By: JPH
Checked By: WHH
Sheet Title:

HARDSCAPE
DETAILS

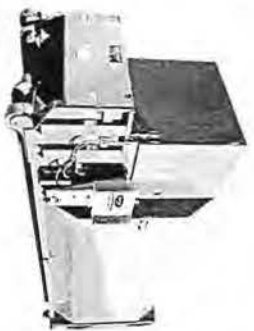
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МАРШОН



**RJ-250SC Compactor with 15 to 39
Cubic Yard Capacity Container**

[illegible]

RJ-250SC Series Compactor

**Environmental
Solutions Group**
—A CARGILL—



INDEX

RAMJET 4000

NUMBER 1-2

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At the 1980 Inland Northwest Dog Show, a judge was asked to award a prize to a dog that was "the most beautiful dog in the world." The judge awarded the prize to a dog named "The Doghouse Dog" because it was the only dog that had a doghouse.

The original experiment offers a clear methodological design for such a study.



R.J-250SC Series Compact



- ✓ Advantages of short circuits within the system to quantify the economic impact on the rest of the system (time of clearing, time to reach



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[illegible]

The Cleveland-based firm's clients include the city of Cleveland, the state of Ohio, and the federal government, among other public and private organizations. The firm's clients include the city of Cleveland, the state of Ohio, and the federal government, among other public and private organizations.



The "Tomb Raider" spirit is the best way to think about the new game, according to the developers. The idea is to make it feel like you're exploring a vast, uncharted world.

RJ-250SC and RJ-250HI Self-Contained Compactors

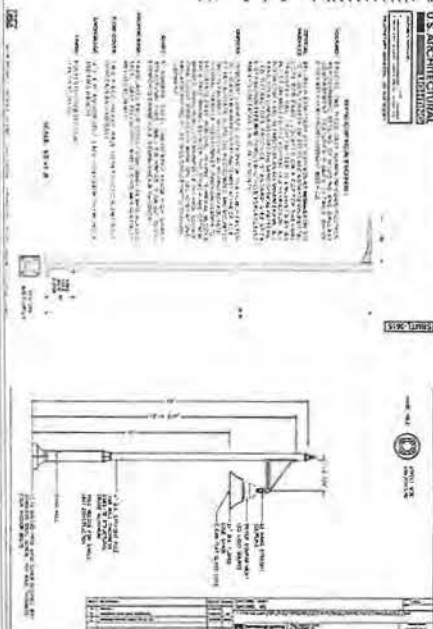
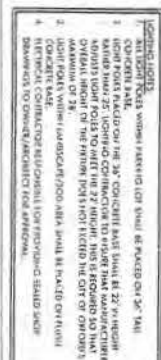
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RAWJET



For detailed information, correspondence, or to request a copy of this bulletin, please contact the author at the address below. E-mail: maria@math.umd.edu

*SEE ARCHITECTURAL PLAN FOR MORE INFORMATION

[illegible]

Construction Plans For:
Helix Oxford
Oxford Way
City of Oxford, Lafayette County, Mississippi

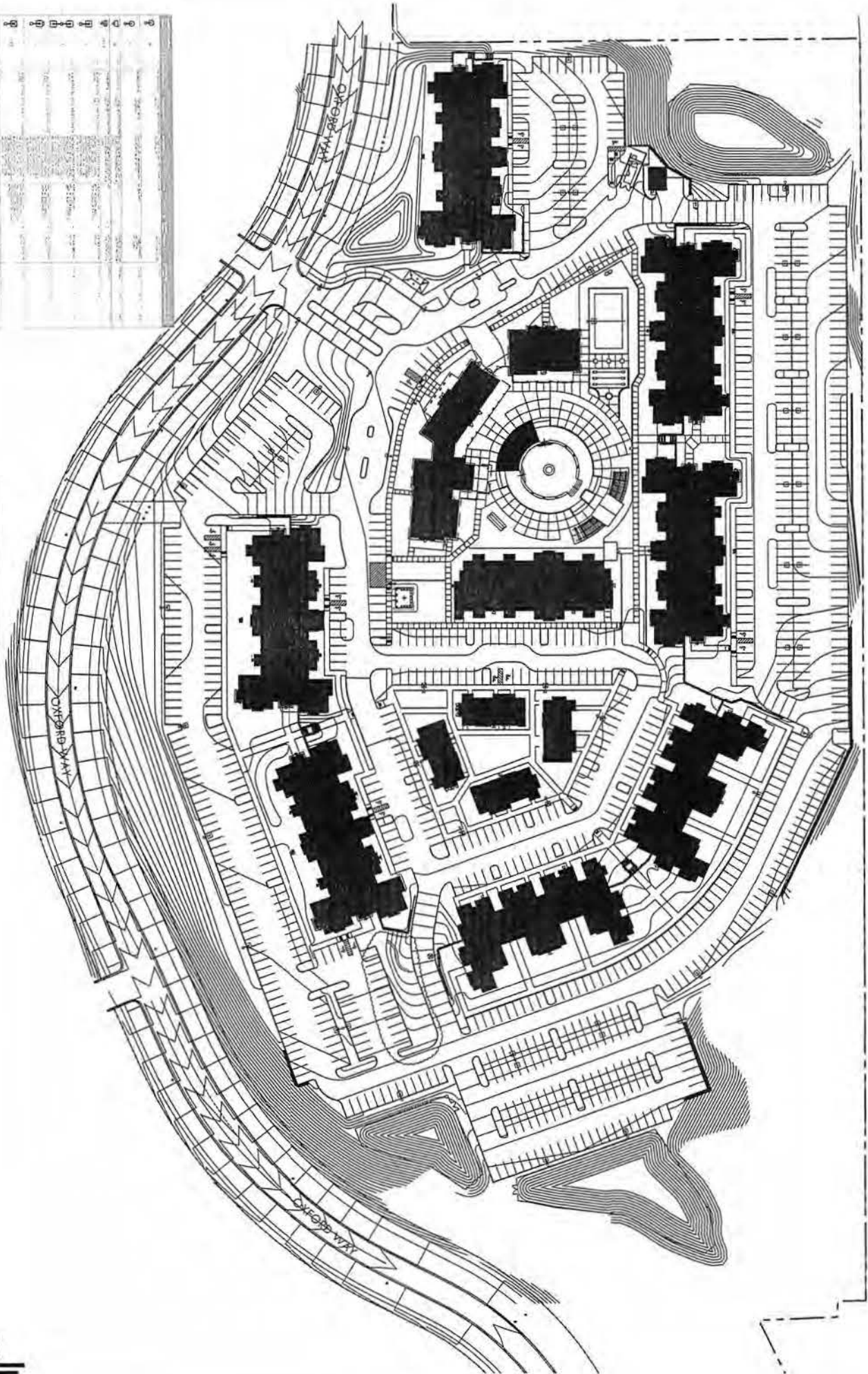


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MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077



RIGHTS AND DUTIES

1. ALL LIGHT RIGGING WINCHES/PUMPS/EDS SHALL BE PLACED ON THE BALL CONCRETE BASE.
2. LIGHT POINTS WITHIN LIGHTS/SAFE ZONE AREA SHALL BE PLACED ON LIGHT CONCRETE BASE.
3. HIGH VOLT COILS/ARRESTERS FOR TECHNOLOGY SEALED BACK DRAWINGS OR COILS/ARRESTERS FOR POLE BASES TO DRIVE/ARREST FOR AIRFLOW.

High District and Low District
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**DARIOFF THOMAS
DESIGN STUDIO**

C6.16

PHOTOMETRIC
PLAN

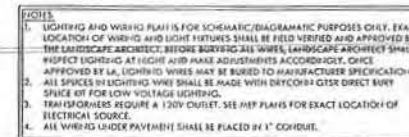
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Construction Plans For:
Helix Oxford
Oxford Way
City of Oxford, Lafayette County, Mississippi



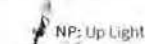
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LEGEND:		
SYMBOL	QTY	DESCRIPTION
	43	FX LUMINAIRE F/ UP LIGHT - 3LED, BRONZE FINISH MODEL NO. JF-2D-11ED-82
	36	FX LUMINAIRE F/ WALL LIGHT - 1 LED, BRONZE FINISH MODEL NO. JF-2D-11ED-82
	1	FX LUMINAIRE UP/FR LIGHTING CONTROLLER: 300 WATT, MATT GRAY FINISH MODEL NO. L2D-300-M
	4	FX LUMINAIRE LUXING LIGHTING CONTROLLER: 150 WATT, MATT GRAY FINISH MODEL NO. L2D-150-M

Geographic Variation

[illegible]

2 UPLIGHT
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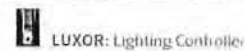
SCALE: NYS

CONCERNING DIFFUSION

000756

→ LF: Wall Light

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    // ...  
    console.log('Hello World!');  
}  
  
myFunction();
```

[illegible]

3 TRANSFORMER / CONTROLLER

SCALE: 100%

 WALL LIGHT

SCALE: M12

DAIRHOFF THOMAS
DESIGN STUDIO

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Construction Plans For:
Helix Oxford
Oxford Way

REVISION	DATE

Scale AS INDICATED

Date: 7/11/2018

File

Page No. 50-1526

Drawn By: JCH

Checked By: 1/1/11

Sheet Title

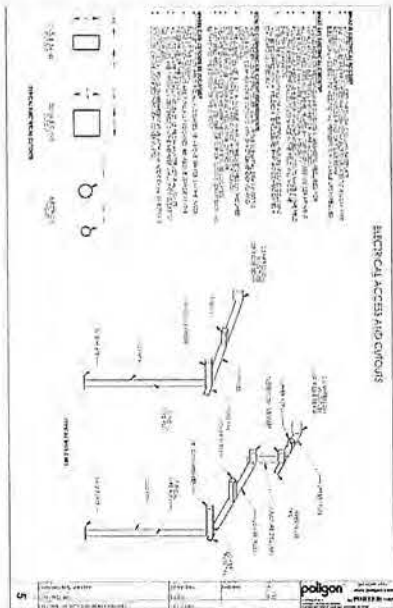
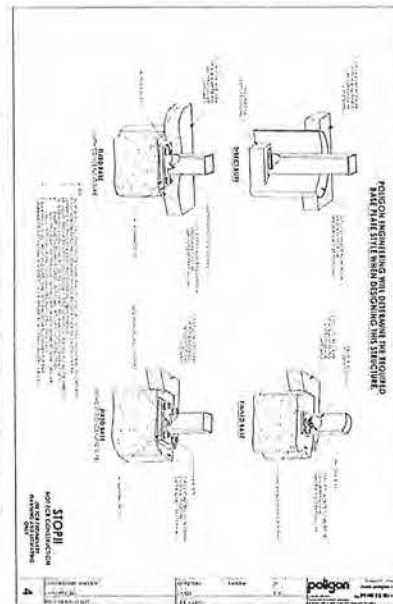
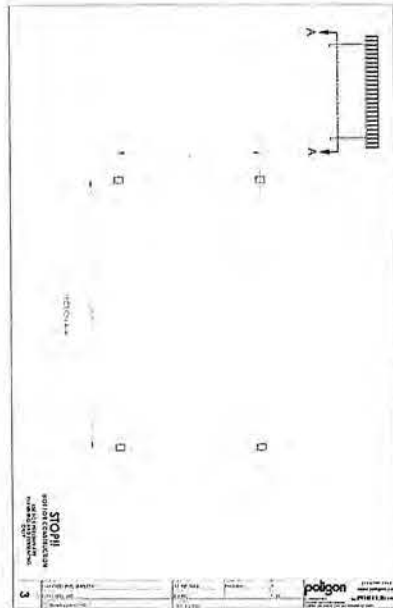
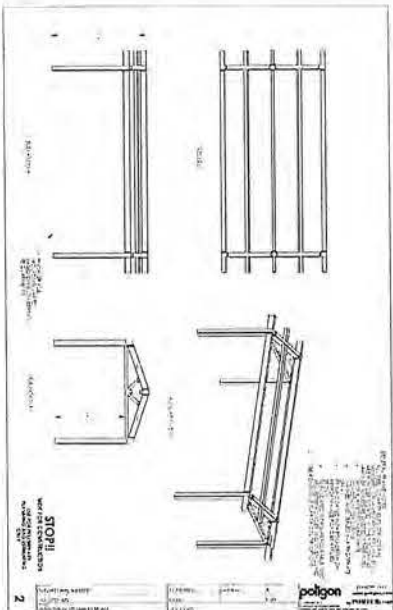
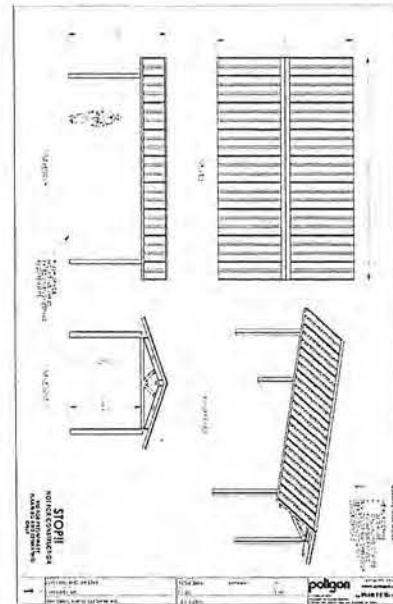
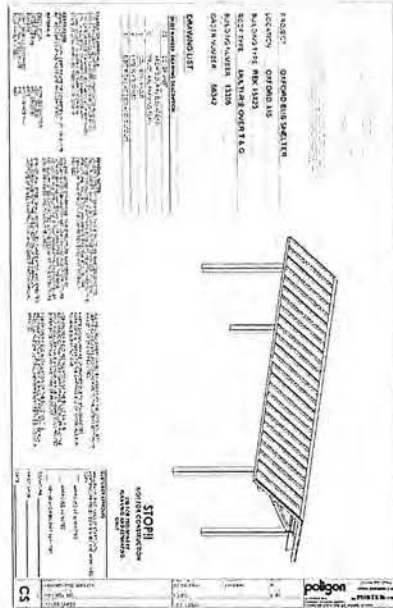
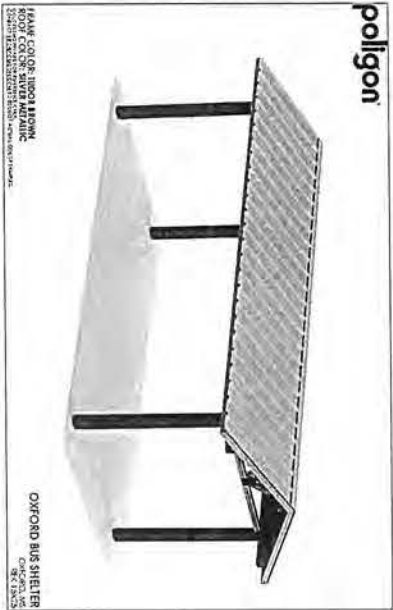
LANDSCAPE
LIGHTING
PLAN

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MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077



FINAL FOOTING DESIGN BY JAMES ALLEN, CONTRACTOR RESPONSIBLE FOR FOOTING DESIGN AND OBTAINING NECESSARY PERMITS.



SHUTTLE SHELTER
C6.18

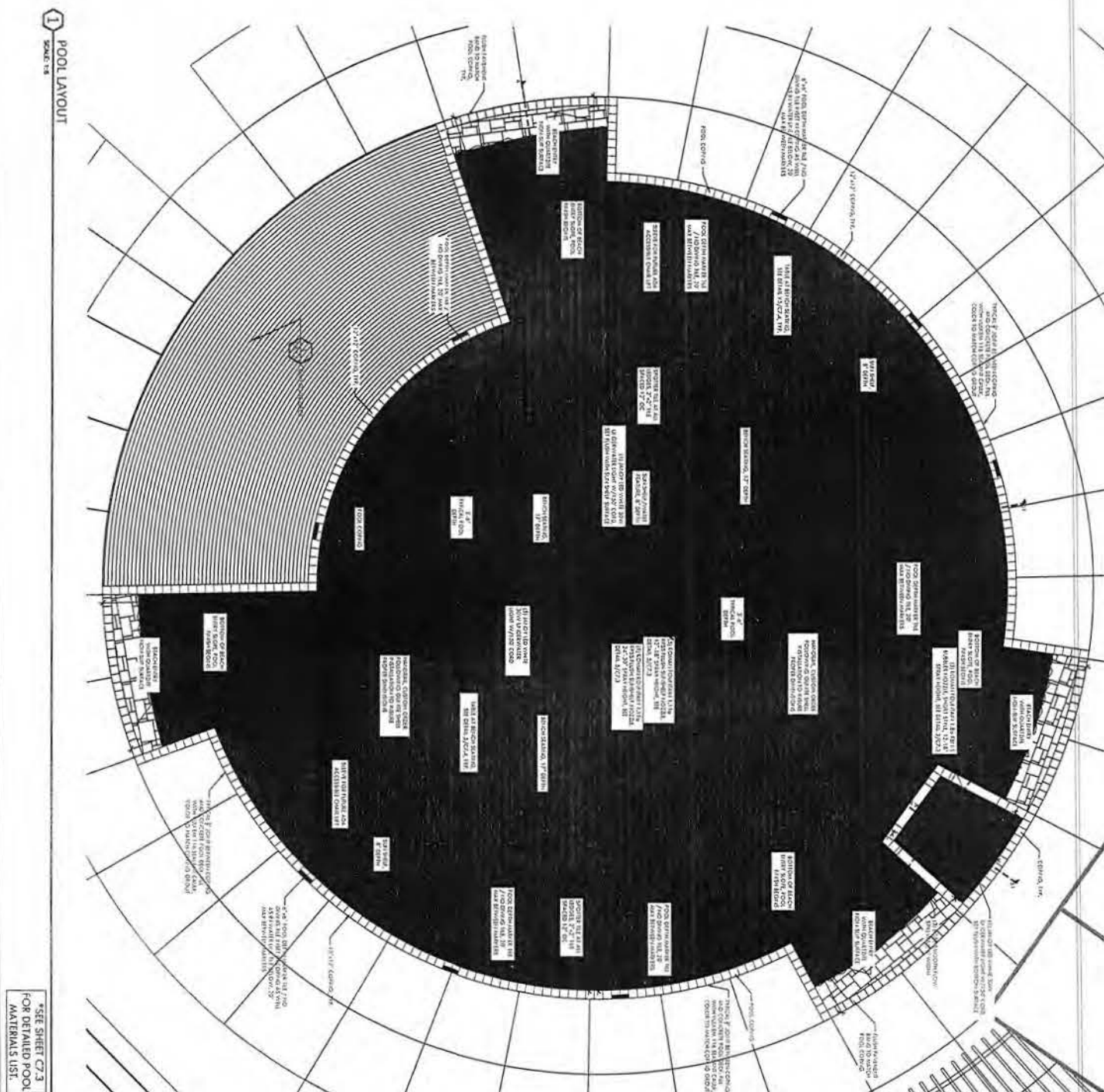
Construction Plans For:
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City of Oxford, Lafayette County, Mississippi



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MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077



*SEE SHEET C7.3
FOR DETAILED POOR
MATERIALS LIST.

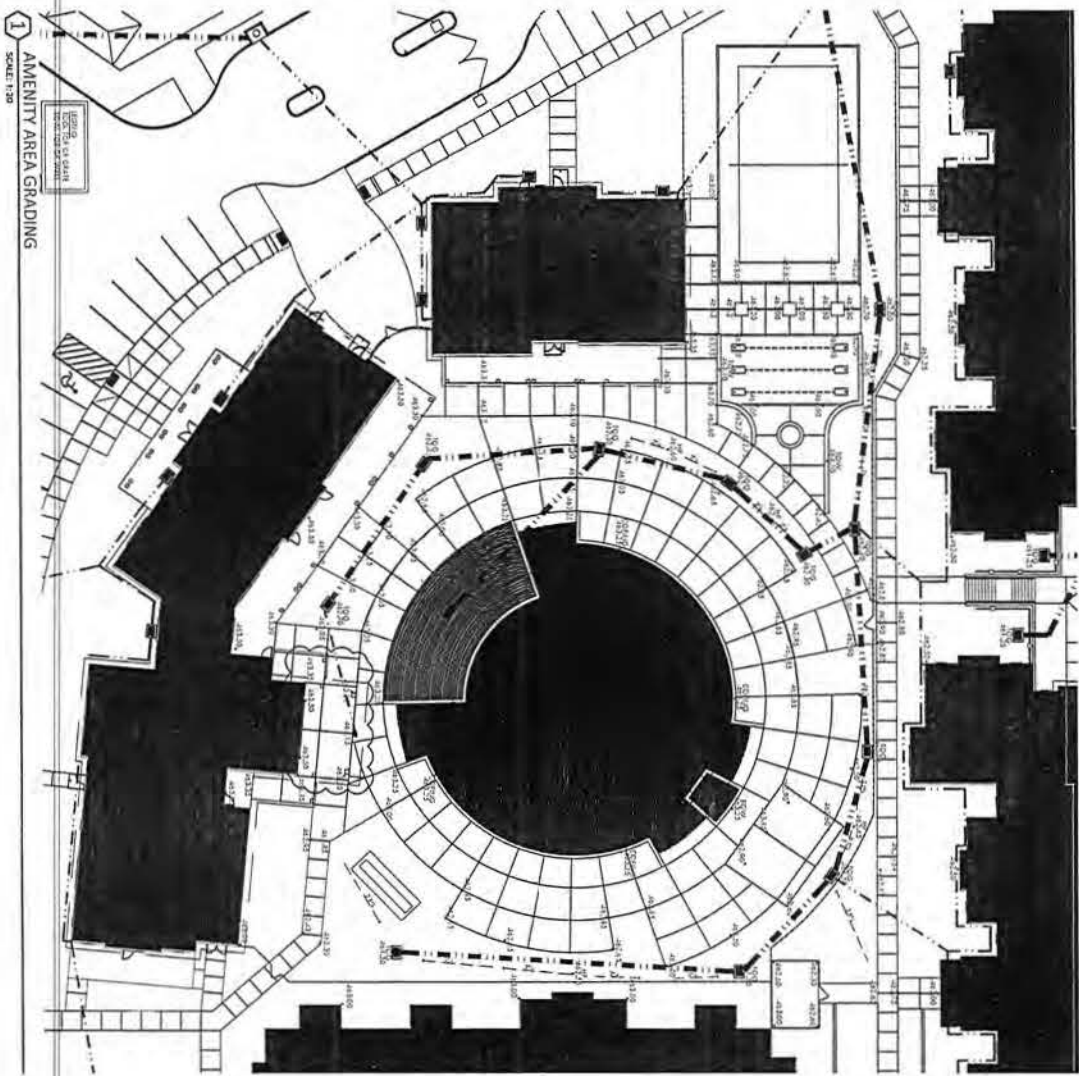


Construction Plans For:
Helix Oxford
Oxford Way
City of Oxford, Lafayette County, Mississippi



MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077



REVISION	DATE
100% CONSTRUCTION	01/11/17
AS NOTED	06/05/17
DATE	
NAME	AS NOTED
DATE	10/05
FILE	
PROJECT	10-15509
CLIENT	JOB
CREATED	10/1
DATE	

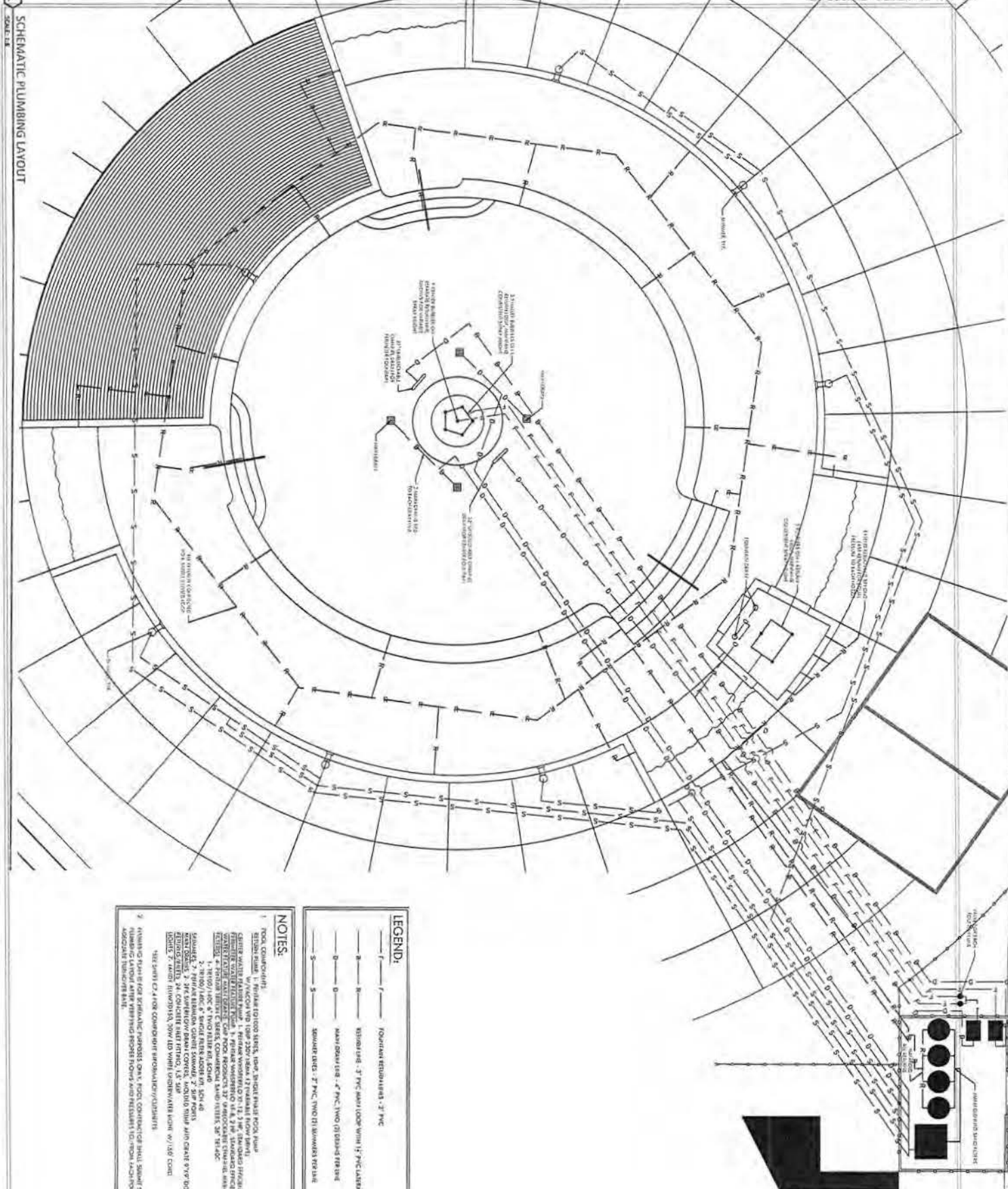
Construction Plans For:
Helix Oxford
Oxford Way
City of Oxford, Lafayette County, Mississippi



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30 NORTH MAIN STREET, SUITE 1
P.O. BOX 1000, OXFORD, MISSISSIPPI 39075
(601) 933-1100

1 SCHEMATIC PLUMBING LAYOUT



— *f* — *f* — Fourteen repetitions, 3 × PWC
 — *R* — *R* — Rest 1 min (100 Wm) 15 PWC lasting 10 minutes 30 s
 — *O* — *O* — Mean 1000 g (100 Wm) 15 PWC lasting 10 minutes 30 s
 — *S* — *S* — Shuttle tests, 3 × PWC, two (2) minutes rest

[illegible]

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Professional Engineers Professional Land Surveyors

Construction Plans For:
Helix Oxford
Oxford Way
City of Oxford, Lafayette County, Mississippi



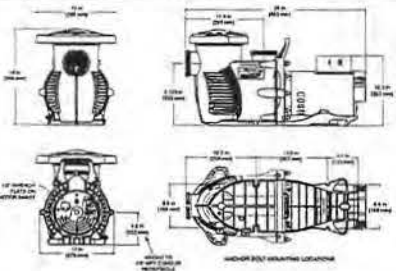
SCHEMATIC
POOL
PLUMBING

C7.2

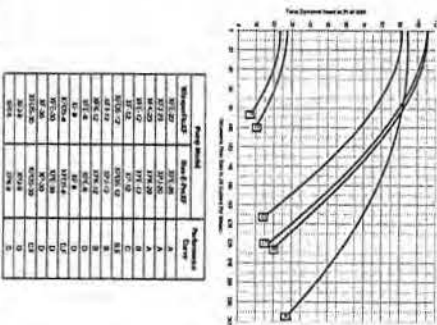
MINUTE BOOK No. 82, CITY OF OXFORD

6 WATER FEATURE PUMPS
SCALE: NTS

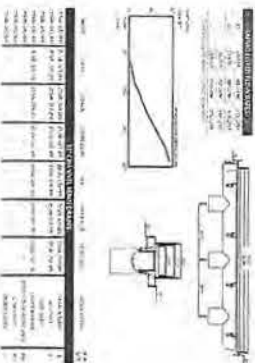
PROVIDE THE FOLLOWING INFORMATION FOR EACH PUMP:



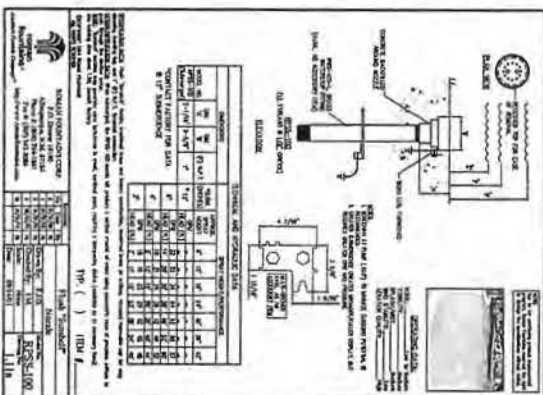
PROVIDE THE FOLLOWING INFORMATION FOR EACH PUMP:



7 FOUNTAIN MAIN DRAINS
SCALE: NTS



8 SUN SHELF JET CUTSHEET
SCALE: NTS

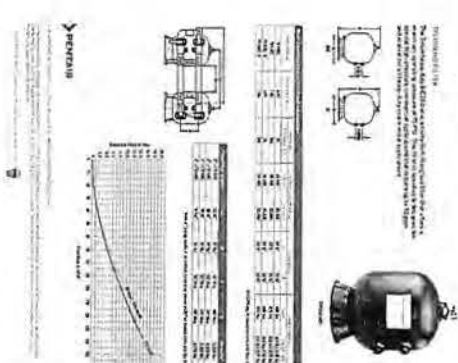


1 10 HP MAIN POOL PUMP
SCALE: NTS

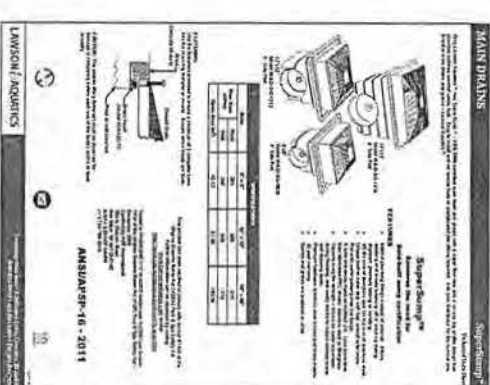
SAFEGUARD - DEMENT 62-1077

Model	Flow (GPM)	Head (FT)
10 HP	1000	10
10 HP	2000	8
10 HP	3000	6
10 HP	4000	4
10 HP	5000	2
10 HP	6000	1
10 HP	7000	0.5
10 HP	8000	0.2
10 HP	9000	0.1
10 HP	10000	0.05

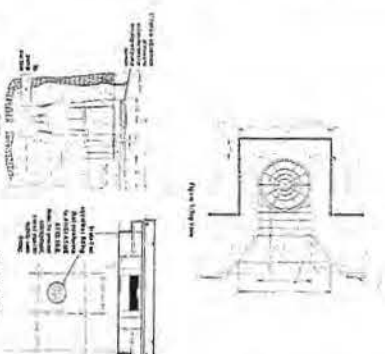
2 SAND FILTERS
SCALE: NTS



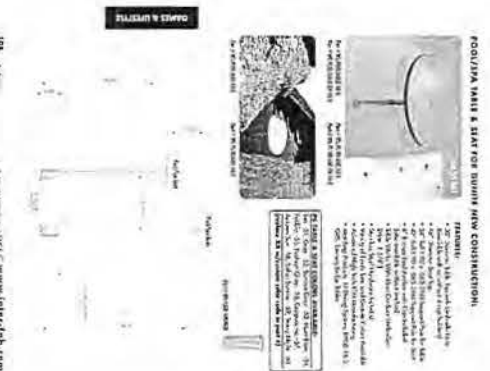
3 MAIN DRAINS
SCALE: NTS



4 SKIMMER CUTSHEET
SCALE: NTS



5 BENCH SEATING TABLES
SCALE: NTS



Construction Plans For:
Helix Oxford
Oxford Way
City of Oxford, Lafayette County, Mississippi

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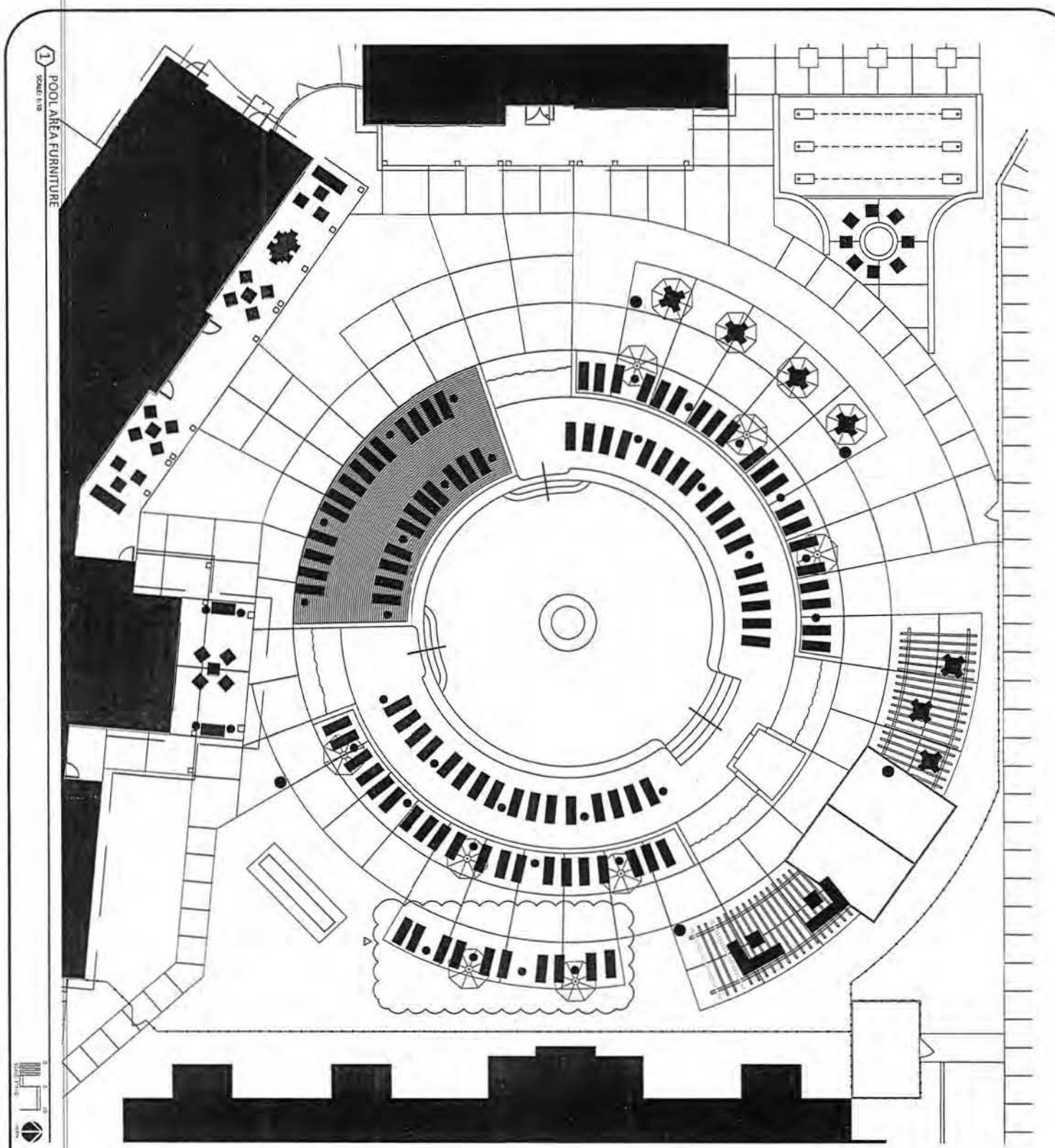
THE WILLIAMS ENGINEERING CONSULTANTS, INC.
1000 N. W. 10th Ave., Suite 100, Fort Lauderdale, FL 33304
(954) 574-1100



POOL
EQUIPMENT
C7A

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077



LEGEND		DESCRIPTION
1	10'	CONCRETE POOL FLOOR
2	10'	POOL DECK
3	10'	POOL FLOOR
4	10'	POOL FLOOR
5	10'	POOL FLOOR
6	10'	POOL FLOOR
7	10'	POOL FLOOR
8	10'	POOL FLOOR
9	10'	POOL FLOOR
10	10'	POOL FLOOR
11	10'	POOL FLOOR
12	10'	POOL FLOOR
13	10'	POOL FLOOR
14	10'	POOL FLOOR
15	10'	POOL FLOOR
16	10'	POOL FLOOR
17	10'	POOL FLOOR
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19	10'	POOL FLOOR
20	10'	POOL FLOOR
21	10'	POOL FLOOR
22	10'	POOL FLOOR
23	10'	POOL FLOOR
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29	10'	POOL FLOOR
30	10'	POOL FLOOR
31	10'	POOL FLOOR
32	10'	POOL FLOOR
33	10'	POOL FLOOR
34	10'	POOL FLOOR
35	10'	POOL FLOOR
36	10'	POOL FLOOR
37	10'	POOL FLOOR
38	10'	POOL FLOOR
39	10'	POOL FLOOR
40	10'	POOL FLOOR
41	10'	POOL FLOOR
42	10'	POOL FLOOR
43	10'	POOL FLOOR
44	10'	POOL FLOOR
45	10'	POOL FLOOR
46	10'	POOL FLOOR
47	10'	POOL FLOOR
48	10'	POOL FLOOR
49	10'	POOL FLOOR
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81	10'	POOL FLOOR
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90	10'	POOL FLOOR
91	10'	POOL FLOOR
92	10'	POOL FLOOR
93	10'	POOL FLOOR
94	10'	POOL FLOOR
95	10'	POOL FLOOR
96	10'	POOL FLOOR
97	10'	POOL FLOOR
98	10'	POOL FLOOR
99	10'	POOL FLOOR
100	10'	POOL FLOOR

NOTES:
1. ALL NEW CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF OXFORD, MISSISSIPPI, ZONING ORDINANCE.
2. THE CITY OF OXFORD, MISSISSIPPI, ZONING ORDINANCE SHALL BE THE GOVERNING AUTHORITY FOR ALL CONSTRUCTION.
3. THE CITY OF OXFORD, MISSISSIPPI, ZONING ORDINANCE SHALL BE THE GOVERNING AUTHORITY FOR ALL CONSTRUCTION.
4. THE CITY OF OXFORD, MISSISSIPPI, ZONING ORDINANCE SHALL BE THE GOVERNING AUTHORITY FOR ALL CONSTRUCTION.
5. THE CITY OF OXFORD, MISSISSIPPI, ZONING ORDINANCE SHALL BE THE GOVERNING AUTHORITY FOR ALL CONSTRUCTION.

WILLIAMS ENGINEERING CONSULTANTS, INC.
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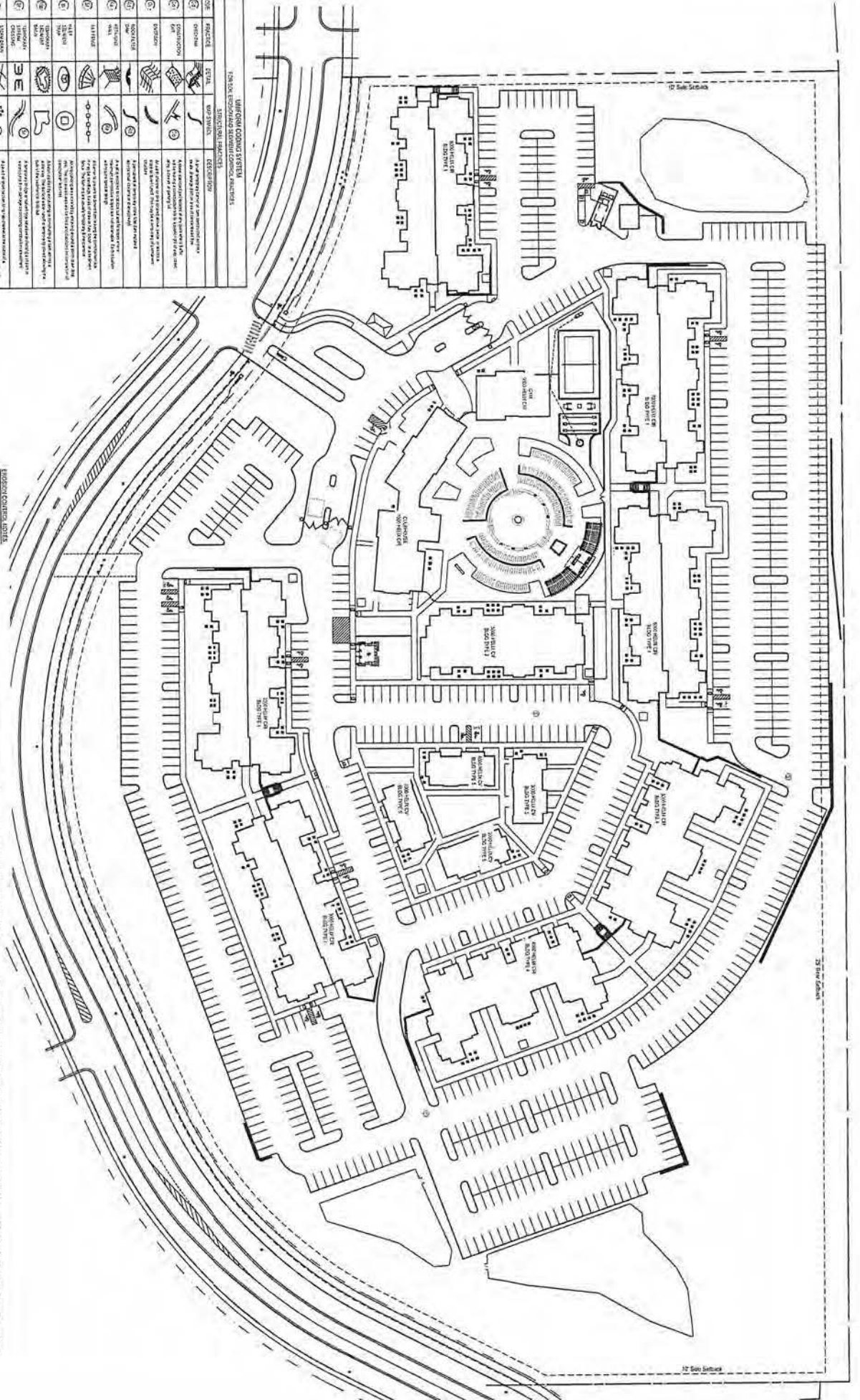
1000 N. GULF BLVD., SUITE 100
DALLAS, TEXAS 75201
PHONE: (214) 760-1000
FAX: (214) 760-1001
WWW.WECONLINE.COM

REVISION	DATE
1	01/15/10
2	02/15/10
3	03/15/10
4	04/15/10
5	05/15/10
6	06/15/10
7	07/15/10
8	08/15/10
9	09/15/10
10	10/15/10
11	11/15/10
12	12/15/10

Construction Plans For:
Helix Oxford
Oxford Way
City of Oxford, Lafayette County, Mississippi



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[illegible]

EMOSION CONTROL NOTES

[illegible]

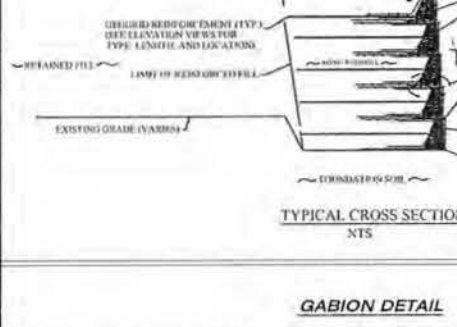
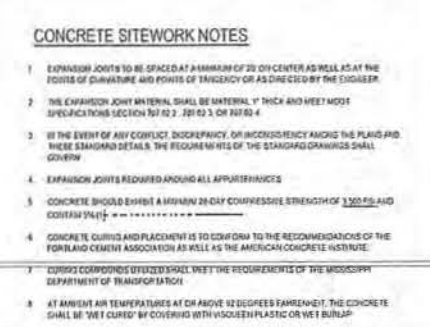
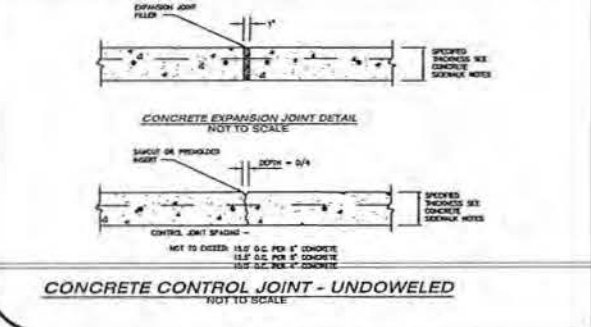
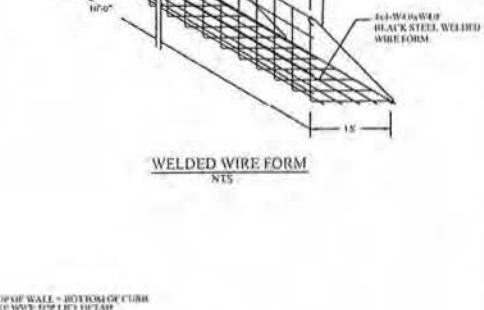
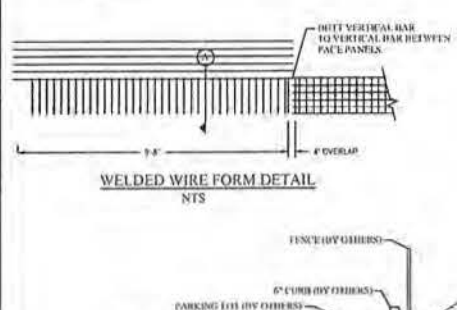
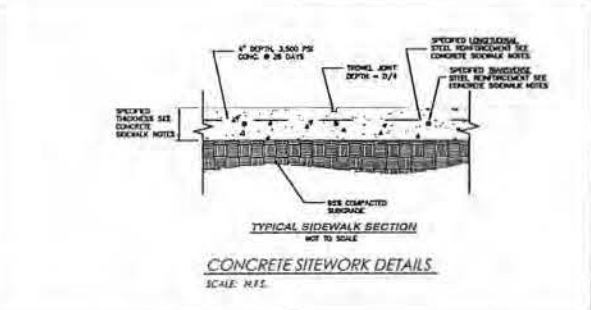
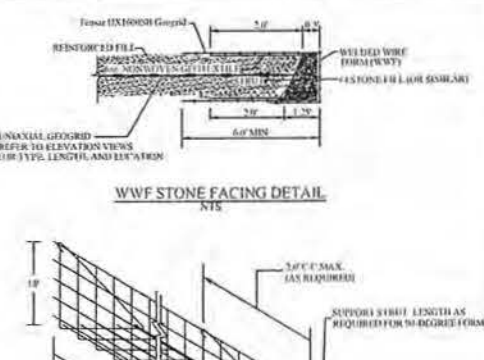
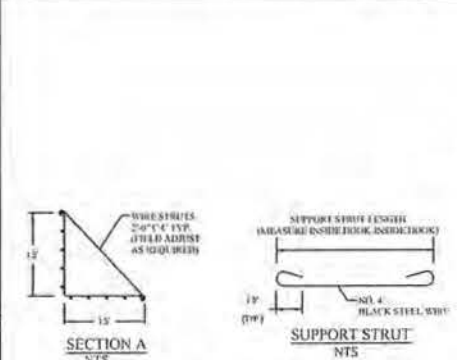
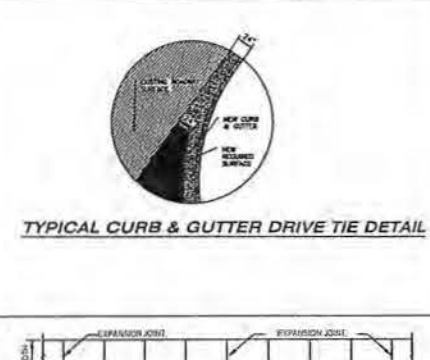
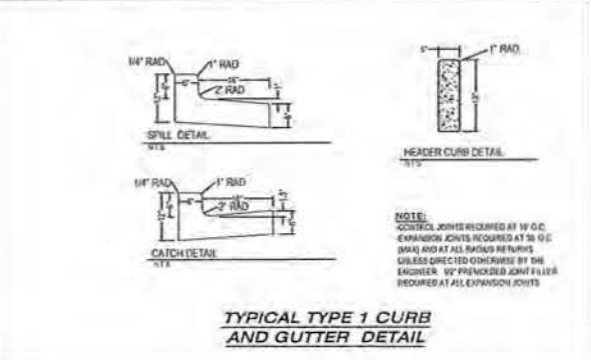
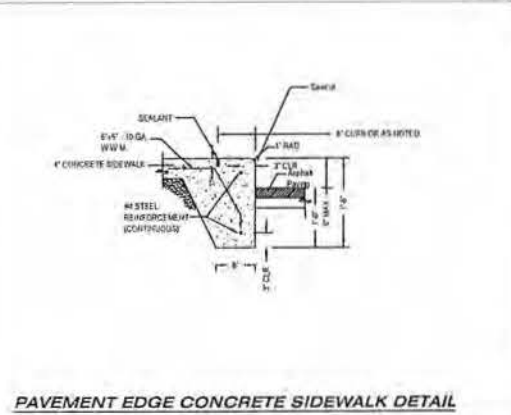
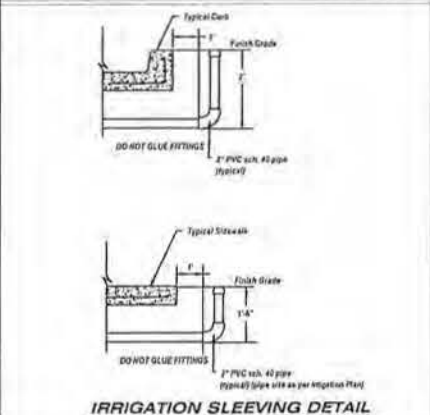
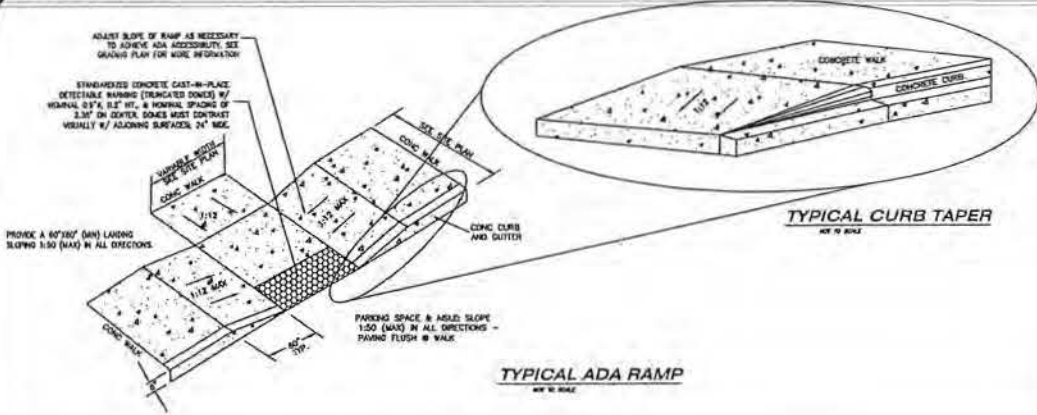
THE EFFECTS OF A WATER POLLUTION PREVENTION PLAN AFTER HOUSES WITH COATINGS

5. A CONTRACTOR SHALL SET ABOVE THE CONSTRUCTION ENTRANCE FOR ALL CONCRETE WASH TRUCKS OPERATING. THE CONTRACTOR SHALL INSTALL AN EXHAUST FAN AROUND THE WASH DOWN AREA TO INSURE HOT WATER IS ALLOWED TO LEAVE THE AREA. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THIS AREA FOR THE ENTIRE DURATION OF THE PROJECT.

[illegible]

IN BUT FENCE SHALL BE INSTALLED FOR PROPER CONTROL. MULTIPLE ALPS AS A CONSTRUCTION BARRIER.

IS IT ULTIMATELY THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT STUDENT DOES NOT LEAVE THE SITE OR ENTER ADJACENT DRAINAGE AREAS. IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ADDITIONAL TEST DATA (SEWER PRACTICES) AND SHALL BE ACCORD AT THE CONTRACTOR'S EXPENSE



WILLIAMS ENGINEERING CONSULTANTS, INC.
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City of Oxford, Lafayette County, Mississippi

Construction Plans For:
Helix Oxford
Oxford Way

REVISION	DATE
CITY COMMENTS	10/11/16
CITY COMMENTS	10/11/16
CITY COMMENTS	09/11/16
APPROVAL	04/25/16

Scale: N.T.S.

Date: 10/10/15

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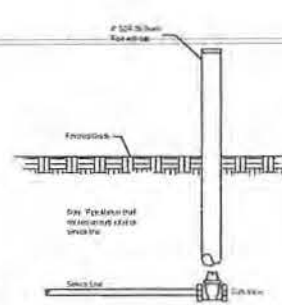
Proj No: 62-1077

Drawn By: JMB

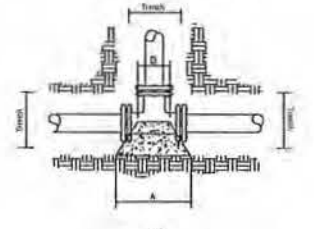
Checked By: JMB

Sheet Title: Site Details

Sheet No: C 10.1



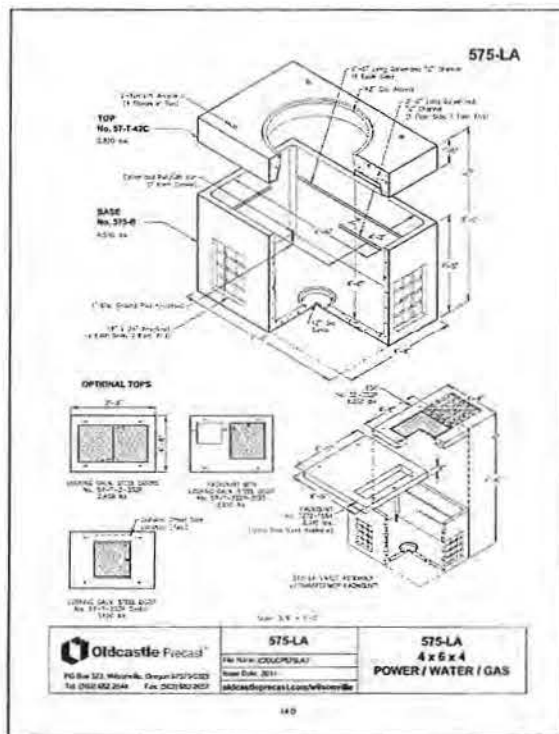
PIPE MARKER DETAIL for WATER SERVICE



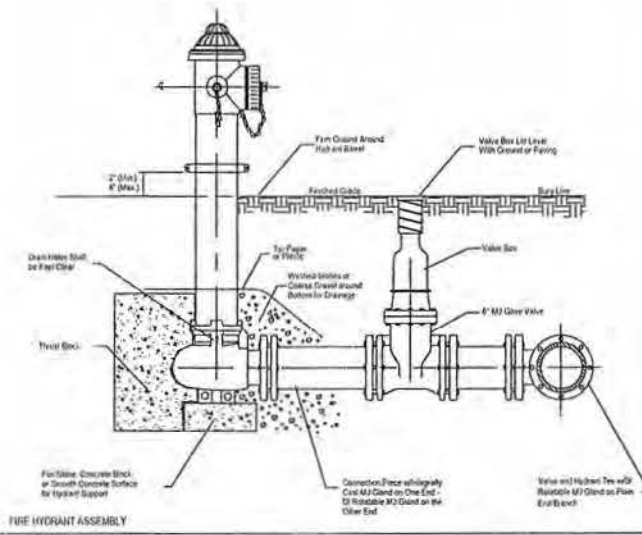
VALVE AND BOX ASSEMBLY

CA ²	2'	4'	8'	8"	10"	12"	16"
A	15"	18"	22"	28"	36"	42"	54"
B	15"	18"	22"	28"	36"	42"	54"
C	10"	12"	16"	18"	24"	28"	36"
D	8"	9"	11"	12"	15"	16"	20"
E	8"	9"	11"	12"	15"	16"	20"

12°	4°	26°	24°	16°	14°	18°
17°	6°	24°	24°	18°	14°	18°
12°	1°	28°	28°	20°	24°	18°
12°	10°	30°	30°	24°	24°	18°
12°	12°	42°	42°	28°	24°	18°
16°	4°	30°	30°	20°	30°	20°
16°	1°	30°	30°	22°	30°	20°
16°	10°	30°	30°	24°	30°	20°



WATER METER VAULT DETAIL



FIRE HYDRANT ASSEMBLY

REVISION	DATE
CITY COMMENTS	1/22/18
CITY COMMENTS	1/25/18
CITY COMMENTS	2/01/18
APPROVAL	2/20/18

Scale: 1" = 1'-0"

Date: 8/11/2015

File: D:\2015\1505\15050505.dwg

Project: 1505-050505

Drawn By: JRM

Checked By: JRM

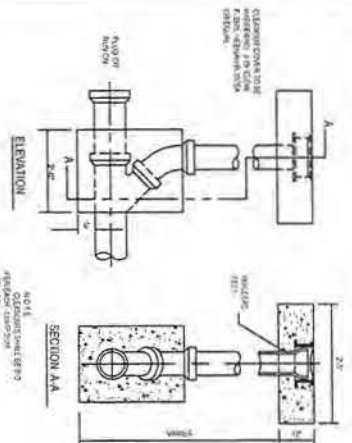
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Water Details

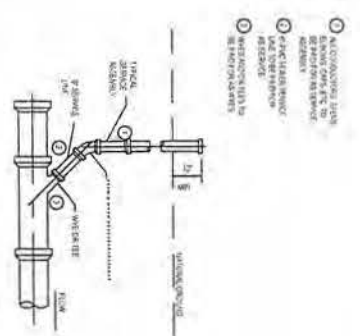
C 10.2

Construction Plans For:
Helix Oxford
Oxford Way

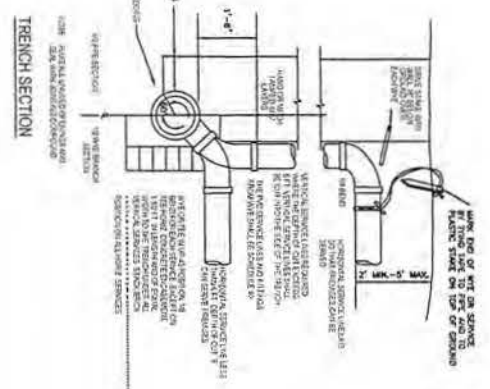
City of Oxford, Lafayette County, Mississippi



TYPICAL CLEANOUT

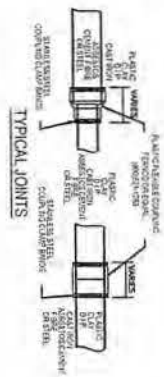


TYPICAL SANITARY SEWER SERVICE

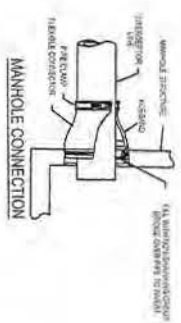


TRENCH SECTION

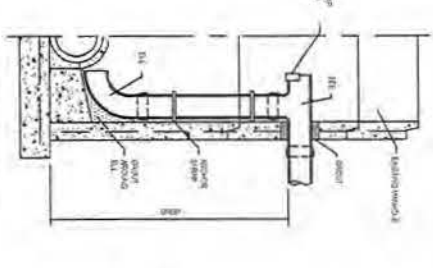
- GENERAL NOTES:
1. ALL TRENCHES SHALL BE 1/2 INCH DIA. P.C. TO 10' DEPTH.
 2. TRENCHES SHALL BE 1/2 INCH DIA. P.C. TO 10' DEPTH.
 3. TRENCHES SHALL BE 1/2 INCH DIA. P.C. TO 10' DEPTH.
 4. TRENCHES SHALL BE 1/2 INCH DIA. P.C. TO 10' DEPTH.
 5. TRENCHES SHALL BE 1/2 INCH DIA. P.C. TO 10' DEPTH.
 6. TRENCHES SHALL BE 1/2 INCH DIA. P.C. TO 10' DEPTH.
 7. TRENCHES SHALL BE 1/2 INCH DIA. P.C. TO 10' DEPTH.
 8. TRENCHES SHALL BE 1/2 INCH DIA. P.C. TO 10' DEPTH.
 9. TRENCHES SHALL BE 1/2 INCH DIA. P.C. TO 10' DEPTH.
 10. TRENCHES SHALL BE 1/2 INCH DIA. P.C. TO 10' DEPTH.



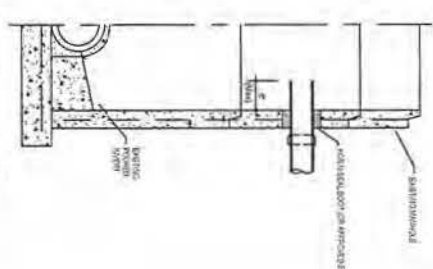
TYPICAL JOINTS



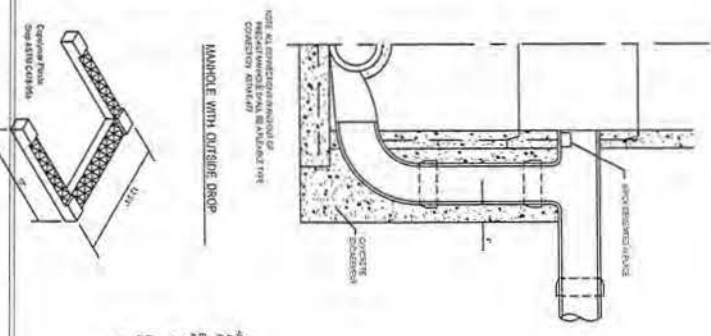
MANHOLE CONNECTION



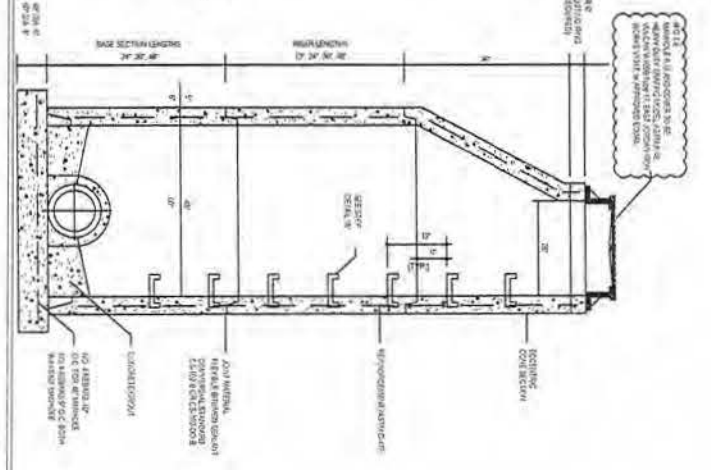
MANHOLE WITH INSIDE DROP



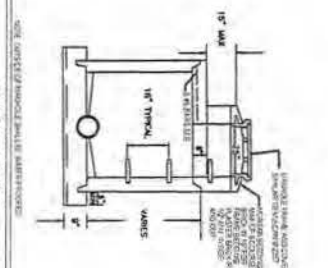
NEW SERVICE INTO EXISTING MANHOLE



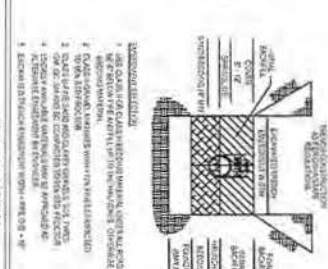
MANHOLE WITH OUTSIDE DROP



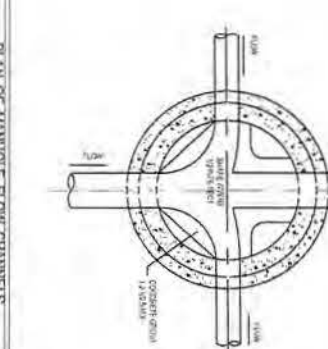
PRECAST CONCRETE MANHOLE SECTIONS



SHALLOW PRECAST CONCRETE MANHOLE

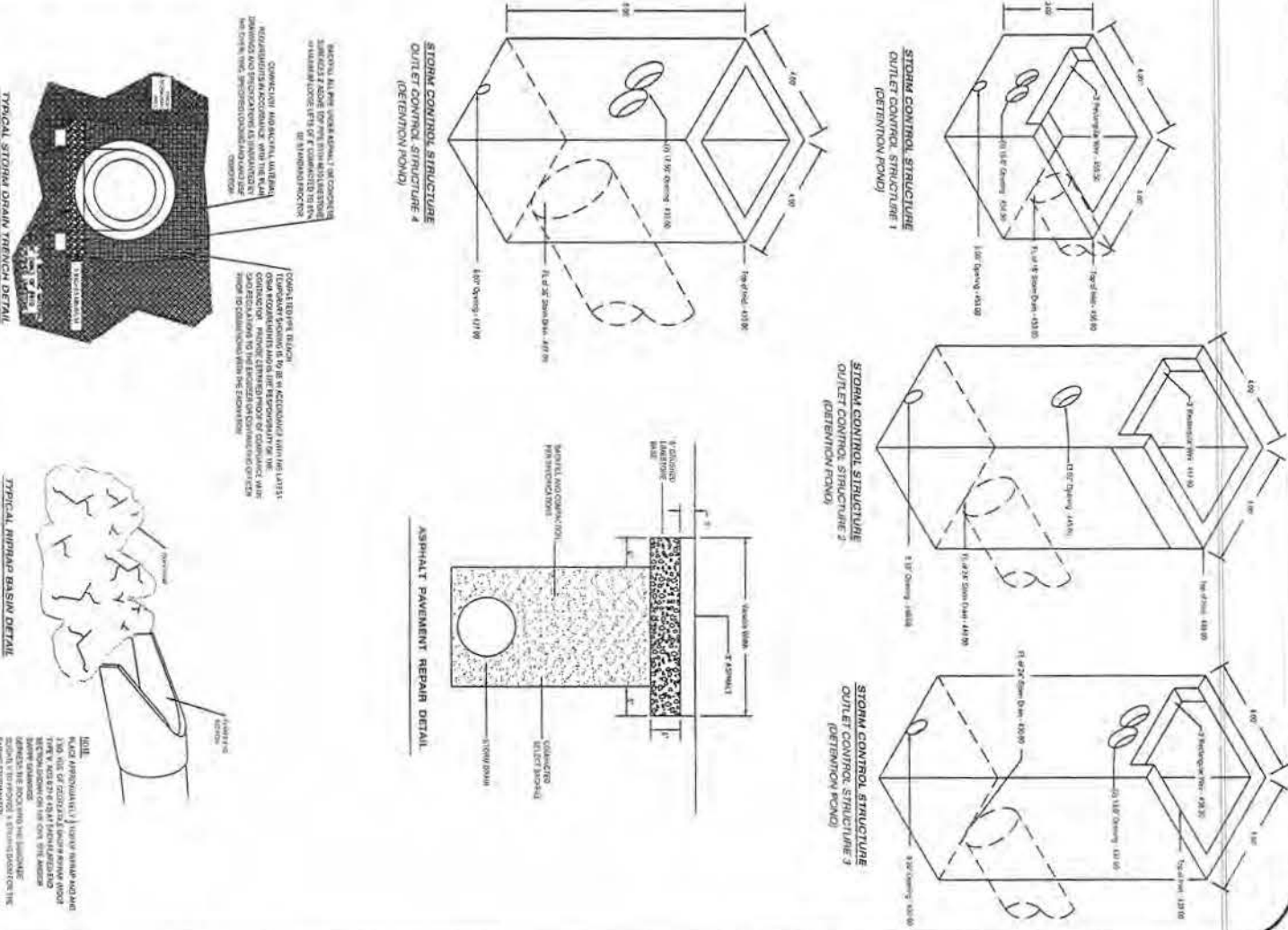
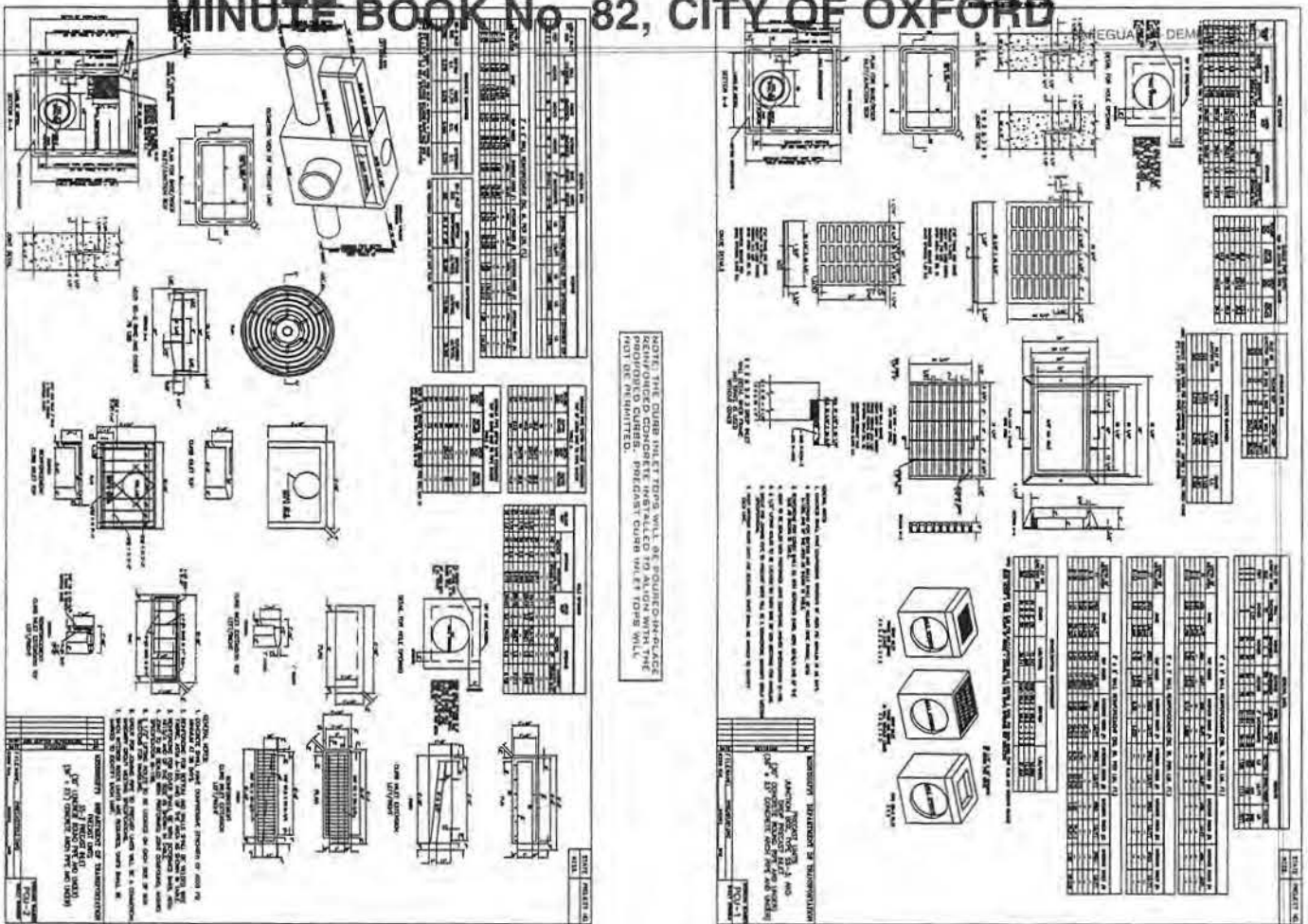


TYPICAL TRENCH CROSS SECTION



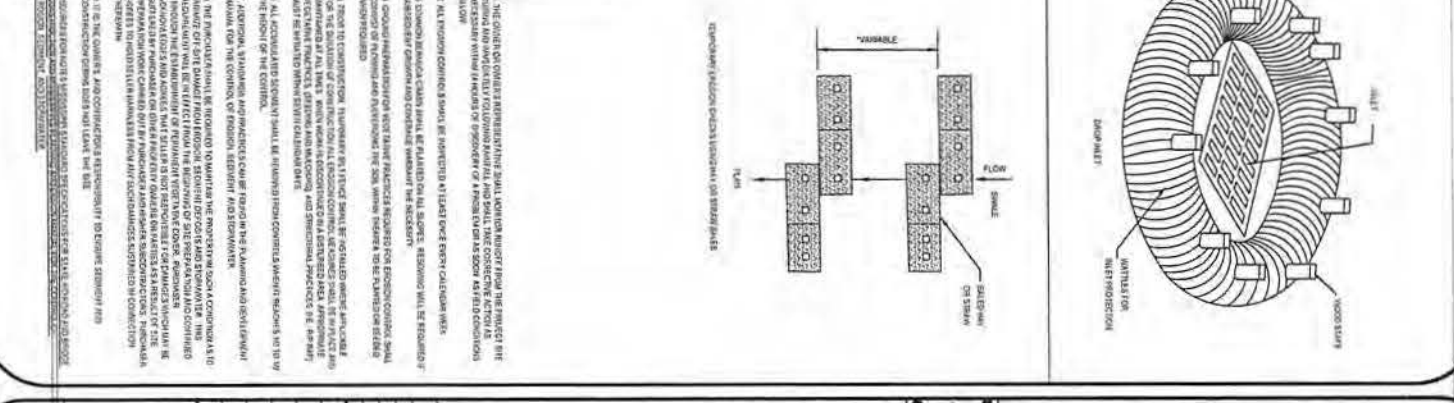
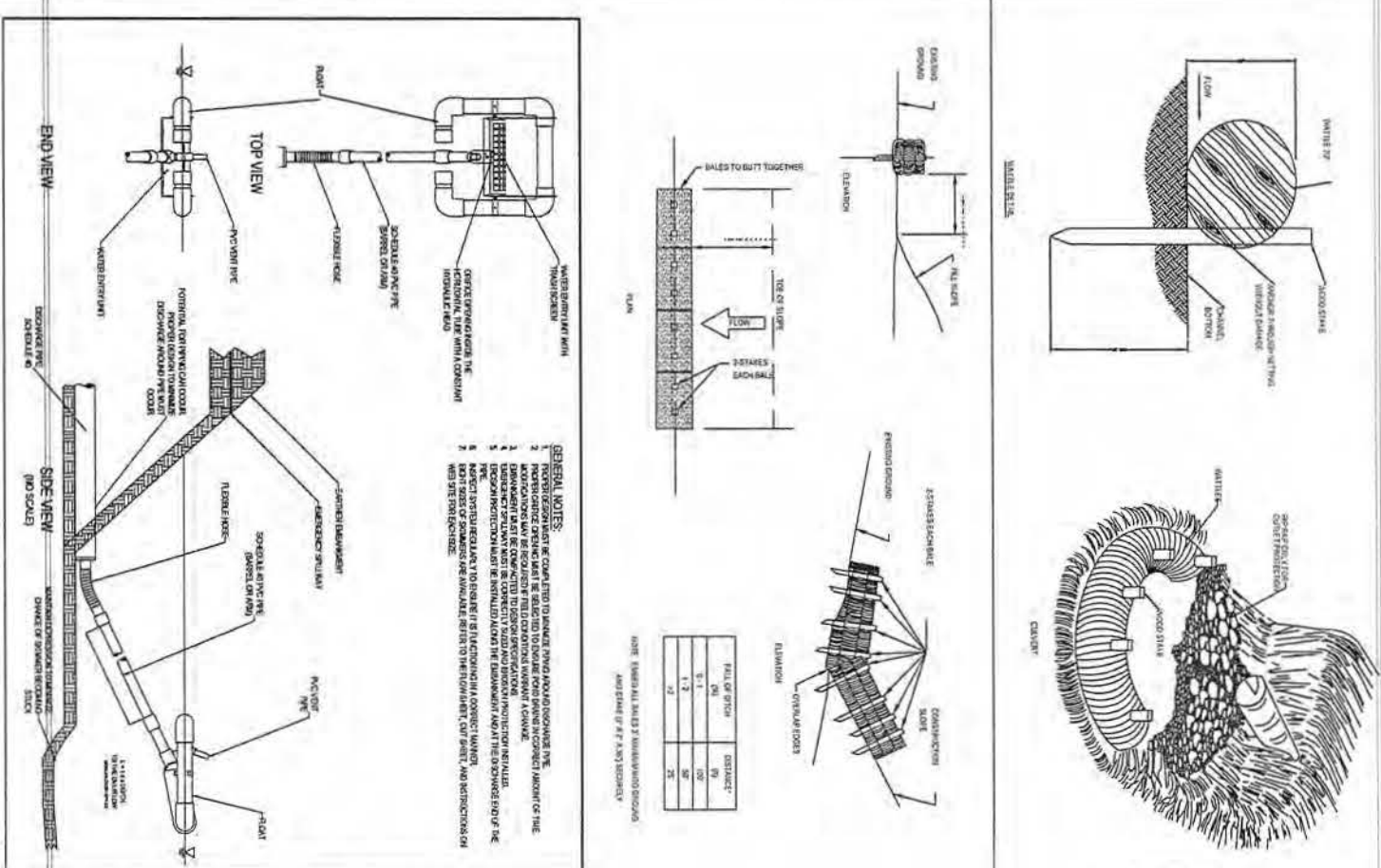
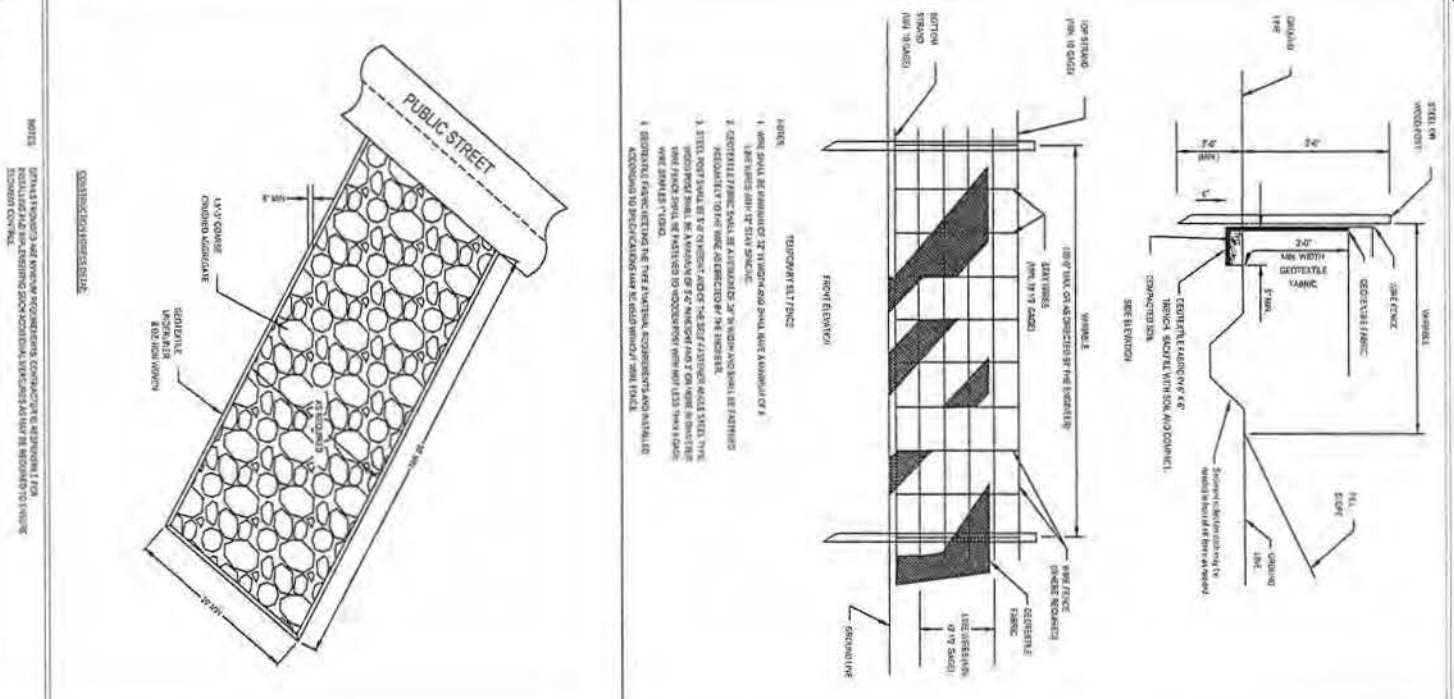
PLAN OF MANHOLE FLOW CHANNELS

MINUTE BOOK No 82, CITY OF OXFORD



MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD • DEMENT 62-1077

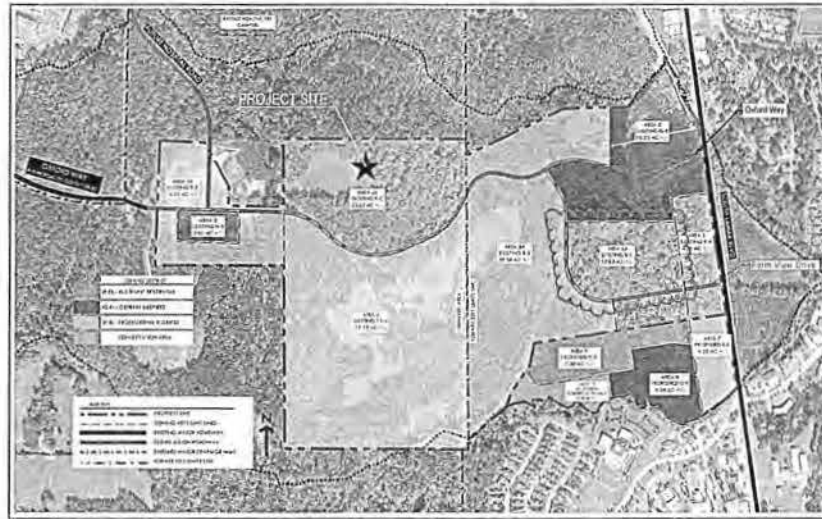




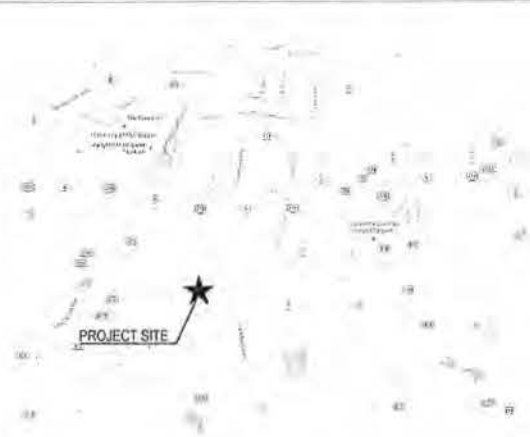
ZONING MAP OF SURROUNDING AREAS



AERIAL PHOTO OF SURROUNDING AREAS



GENERAL MAP OF OXFORD FARMS DEVELOPMENT



GENERAL MAP OF SURROUNDING AREAS

Construction Plans For:
Helix Oxford
Oxford Way
City of Oxford, Lafayette County, Mississippi



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Professional Engineers | Professional Land Surveyors

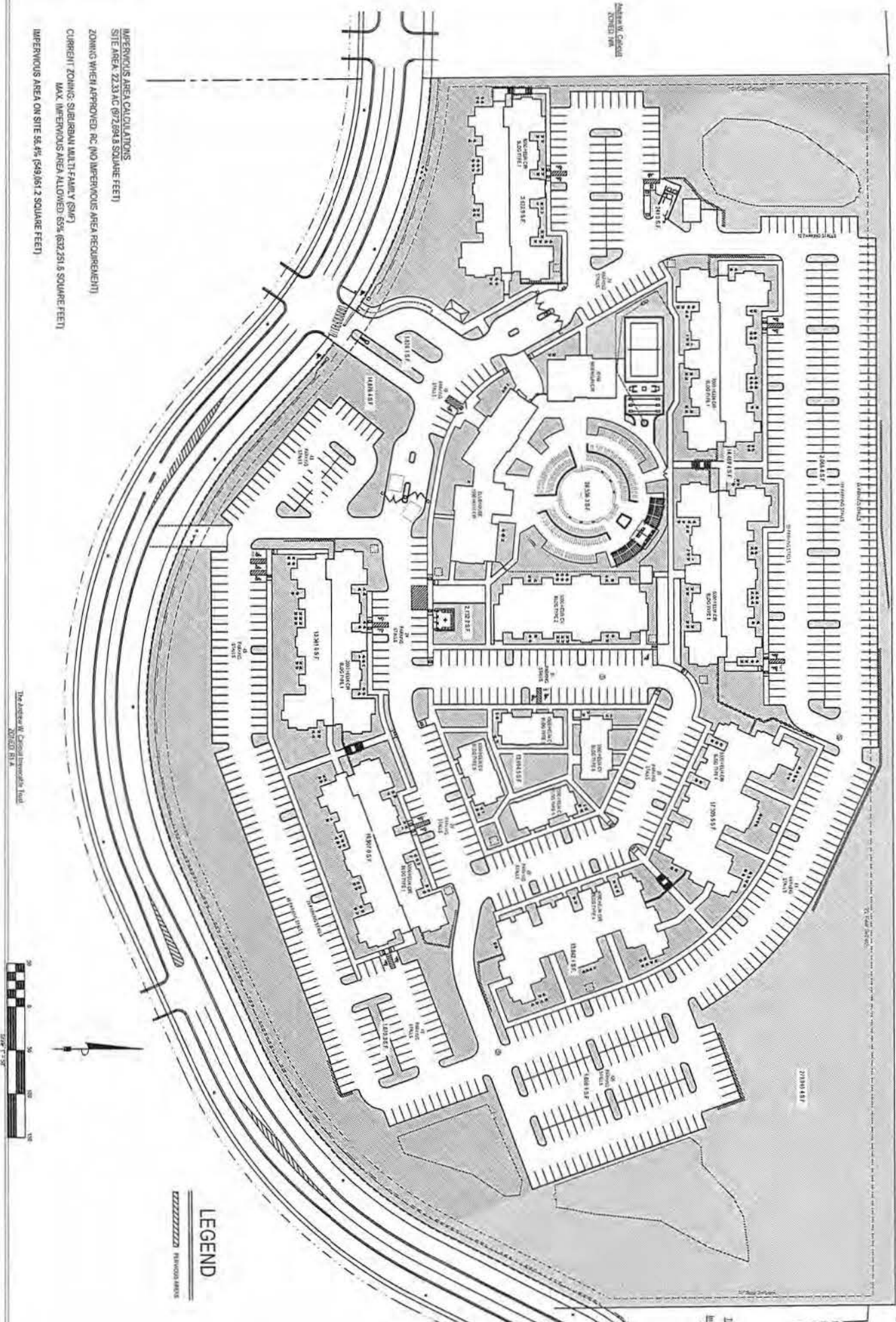
THESE PLANS WERE PREPARED BY US OR UNDER OUR CLOSE PERSONAL SUPERVISION AND TO THE BEST OF OUR KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL CITY, STATE AND FEDERAL REQUIREMENTS.

REVISION	DATE
CITY COMMENTS	10/1/16
CITY COMMENTS	10/26/16
CITY COMMENTS	09/17/16
ATTACHMENT	01/02/18

Scale	1" = 1' S
Date	01/02/18
File	20160901\Oxford Farms\20160901.dwg
Plot No.	20160901
Drawn By	JWW
Checked By	JWW
Sheet Title	Maps

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077



Construction Plans For:
Helix Oxford
Oxford Way

City of Oxford, Lafayette County, Mississippi

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

REVISION	DATE
CITY COMMENTS	10/16/16
CITY COMMENTS	10/16/16
CITY COMMENTS	10/16/16
CITY COMMENTS	10/16/16
AMENDMENT	10/16/16

Scale: 1" = 50'

Site: 310005

File: 15-100000-000-000-000

Project: 15-100000

Drawn By: JMC

Checked By: JMC

Drawn Date: 10/16/16

C 2.3

Imperious Area Calculations

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

3100 Pinebrook Road, Suite 1250-C
 Park City, UT 84098
 Phone 435-214-7431
 maugustine@homesteaddp.com
 www.homesteaddevelopmentpartners.com



JULY 23, 2018

City of Oxford, Board of Aldermen
 107 Courthouse Square, Oxford, MS 38655

Re: Case 2327, Planning Commission Meeting, July 9, 2018

Dear City of Oxford, Board of Aldermen,

I am writing on behalf of the owner of Archive at Oxford apartments located at 1000 Archive Circle.

We respectfully appeal the decision of the City of Oxford Planning Commission for Case 2327 that was held on Monday, July 9, 2018. Please let me explain our reasoning:

1. Landscape plan – we started construction shortly after our final plat approval in October 2016. As construction commenced we had discussed with our design team to modify the landscaping plan by eliminating certain landscaping items such that we could repurpose the costs to other site related amenities for the property. The modifications to the landscaping plan were not intended to be non-compliant with the City of Oxford's ordinance. Even today, it is my understanding that the landscaping plan is code compliant with respect to mitigation and canopy trees. I do understand that the issue taken is with the as-built condition being different from the plan, and the City learning about this only months before our final completion. This I apologize for, as there was a major miscommunication between our design professionals as the proposed revisions were supposed to be brought to the City's attention shortly after construction began, and far before landscaping would commence. The fact that this was not done looks bad, and I agree with that. The changes were not an attempt of the developer to eliminate costs after the project was virtually completed, as stated in the staff memo. I refute that statement as we spared no expense making sure the project was flawless. In fact, we spent several hundreds of thousands of dollars more than originally anticipated, throughout the project, to make sure the image and quality of the project was perfect. If you were to tour the property, I hope you would agree. Although what has happened (regarding our lack of information about the changes until the end) cannot be changed, I believe that the landscaping, as-built, meets the intent of the City's ordinance. After further review of the project, we do feel that there is one deficit with the landscaping of which we feel needs to be added back to the plan – shrubs throughout the property to screen the HVAC condensers. Otherwise, we believe the property looks very attractive for the Oxford community.

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

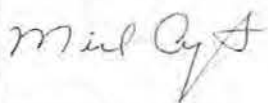
2. Fire access lane along Oxford Way –similar to #1 above, the changes in the fire access lanes from grass pavers to concrete could have been better communicated to everyone at the City, but we felt our conversations with the fire department would have concluded decisions regarding fire lanes. It was our fault to assume that when the fire department stated they “approved of” a concrete fire lane, this did not mean we were approved to install a concrete fire lane. We have worked with grass pavers in the past and our experience has been that over time they become hard to maintain and very aesthetically unattractive as the grass tends to die. Contrary to the comment about the developer attempting to eliminate costs as the project was completing, the change from grass pavers to concrete cost us an additional \$42k+ for something we felt would be much more structurally sound and better long-term. Again, our fault for assuming, and we do appreciate the Planning Commission’s approval to allow for changes to concrete in certain locations. We understand that the City’s desire to keep the grass pavers along Oxford Way has to do with the view when driving west along Oxford Way past Archive. I also appreciate spending time to make sure that each angle of our projects is most aesthetically pleasing to the public, and our residents. While I disagree with the aesthetics of the grass pavers long-term, we do believe that replacing the concrete from Oxford Way up to the bike path would meet the intent of what the City is looking for. We would respectfully request that we leave the concrete access lane from the back of the bike path to our project. Please find enclosed a perspective of what this would look like as you approach Archive driving west on Oxford Way from S Lamar Blvd.

3. Curb cut on Oxford Way – we believe there is confusion as it relates to this item. During our site plan review process, we received “Departmental Site Plan Review” comments, dated 1/27/16 (enclosed), and included in the section labeled “OFD,” or Oxford Fire Department, comments #3 says “A curb cut shall be cut on the fire department access road”. The plan was revised to include the curb cut in this location, and has been on our plans ever since, including through our site plan approval, and amended site plan approval in June and July 2016, respectively. We understand that there is concern that the curb cut might confuse the vehicular traffic thinking this is an entrance. Current conditions include collapsible bollards which act as a barrier in this location which will prevent vehicular traffic from entering.

In conclusion, we have spent the past few years in Oxford planning, designing, approving, and constructing what we believe is one of the best student apartment projects in the country. Our company only develops 1-2 projects at a time, not 7-10 like many larger developers. This volume of work allows us to carefully focus on detail to make sure the outcome of the projects is as close to perfect as possible. Although this is our focus, the complexity of these projects almost always makes for an imperfect process. We have tried to be good, and respectful, visitors while doing business in Oxford. We are grateful for all of the relationships that made along the way. We are grateful to have been able to build Archive. We are grateful that we were able to provide a much-needed road for the City. We feel that this relationship ended up a win-win.

We respectfully request that the Board considers the above items and approves our request for items that are truly necessary.

Warm regards,



Michael Augustine

PRESIDENT

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077



MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077



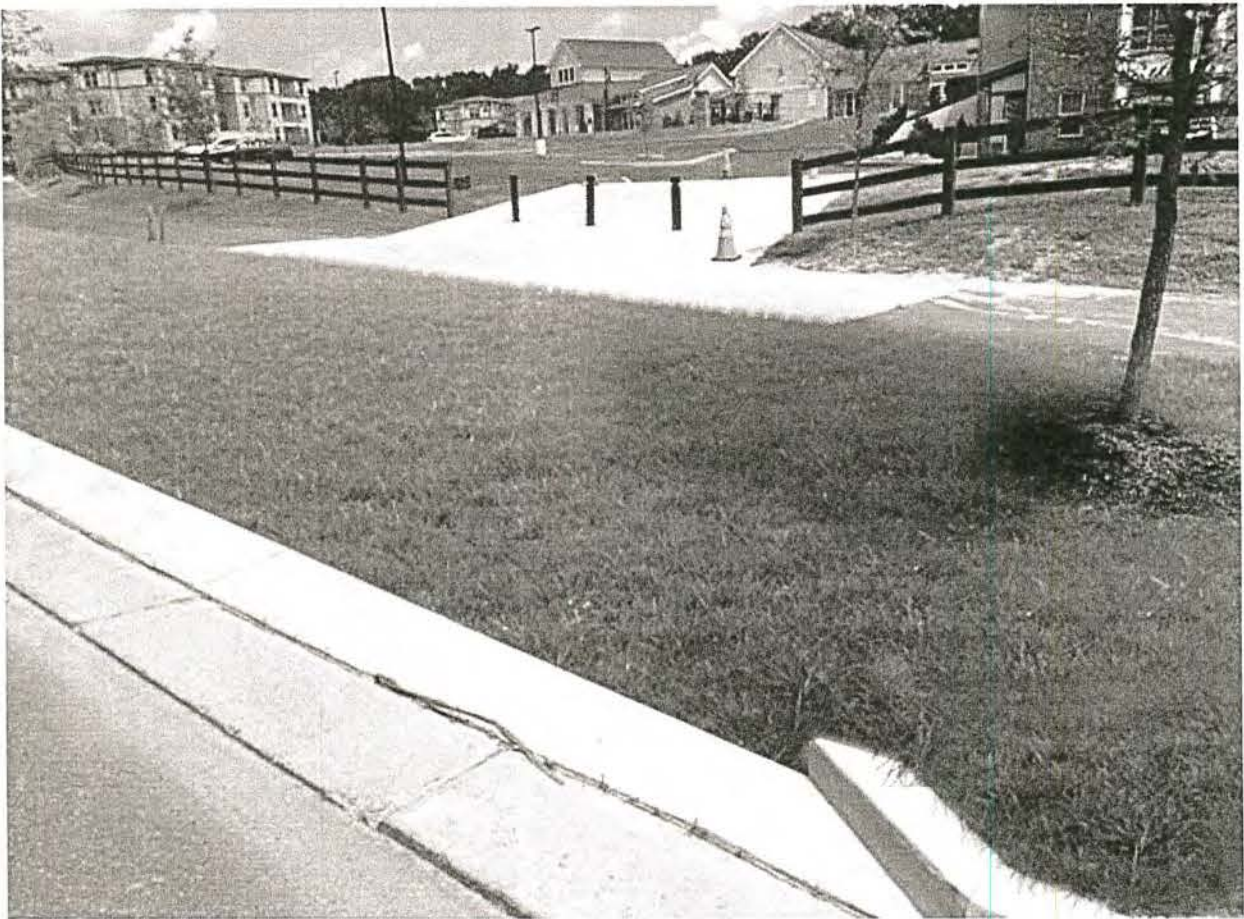
MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077



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MINUTE BOOK No. 82 CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

Oxford
MISSISSIPPI

107 Courthouse Square, Oxford, MS 38655 (662)232-2324

DEPARTMENTAL SITE PLAN REVIEW

Date: 1/27/2016

Site Name: Helix Oxford

Location: Oxford Way/Oxford Farms

Developer/Owner: Homestead Acquisitions, LLC

Phone # 435.214.7431

Engineer: Williams Engineering

Phone # 662.236.9675

Architect: Gary Brock

Phone # 407.660.8900

Contractor:

Phone #

- ☐ Approval
- ☒ ADA Officer
- ☒ Electric Department
- ☐ Emergency Management

- ☒ Resubmittal
- ☒ Fire Department
- ☒ Planning Department
- ☒ Public Works Department

- ☐ Conditions
- ☒ Solid Waste Department
- ☒ Transit Department

COMMENTS:

ADA Officer:

- 1. Van accessible spaces shall be 16' not 15'6"
- 2. Please follow 2010 ADA standards.

OFD:

- 1. 400ft of hydrant location throughout the property has not been established.
- 2. Trees are obstructing fire department access behind building #11 of Oxford Way (West side of property with bollards.)
- 3. A curb shall be cut on the fire department access road.

Solid Waste:

- 1. Roll over curbs needed in front and side of compactor.
- 2. Truck will be tight in space and need more space to back in to compactor.

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD – DEMENT S2-1077

Developer/Owner _____ Project _____

Planning Department:

- 1. Tree mitigation calculations are pending approval.
- 2. Deficiencies with parking lot tree coverage in 54 spaces if needed.

Public Works:

- 1. Water meters cannot be located in the sidewalk (Previous PW comment 7)
- 2. Van parking space detail does not meet the requirements for ADA (Previous PW Comment 8)
- 3. Provide a note on the utility sheet about “in the event....” Note was only added to Sheet 8 (Previous PW Comment 13)

OED:

Check with Michael Stevens regarding issues.

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077



OXFORD

PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Aldermen
From: Judy Daniel, AICP, Director of Planning
Date: August 7, 2018
Re: Discussion of Land Development Code Sec. 3.8.8

The changes to the Land Development Code adopted at the July 17 meeting included a change to require special exception approval for restaurants in the Historic Urban Center District that plan to serve alcohol at times later than 11pm. A restaurant that serves stops serving alcohol at 11pm would not be affected, and restaurants that do not serve alcohol would not be affected. The impetus for the proposal was concerns regarding the proliferation of “restaurants” that seemed to primarily serve alcohol at late hours in certain areas of the Square; since the state ordinances do not permit a differentiation between true restaurants and bars.

A Special Exception use is a use that is permitted, but with a higher threshold for approval by the Planning Commission, reflecting certain elements of the use that warrant additional consideration. The element of concern for this change was late night alcohol sales. This special exception arose from the concerns that some street segments on the Square might become primarily late night alcohol serving places. It should be noted that restaurants are already special exceptions in three other districts related to drive through sales; so this is not an unusual change.

Perhaps there is a concern based on a prior notion that some proposed (not the staff) to no longer allow restaurants that serve alcohol if they are located next to a residential zoning district? That is not what was adopted, or even considered. The change only adds a higher level of review and approval by the Planning Commission to allow consideration of concentration of restaurants in the Historic Urban Center District proposing to continue serving alcohol after 11pm.

Sec. 3.8.8. Restaurants.

Sec. 3.8.8.2.b. Restaurants are special exception uses in the RCN and TMB when drive-in service or drive-window pickup are proposed; and in SMF when proposed as part of a multi-family development; and in the HUCN district when they are open later than 11pm and serve alcoholic beverages.

Courthouse Square Late Night Inventory								
Street	Number	Name	Use(s)	Week Day Hours	Thursday	Friday	Saturday	Sunday
South 10th Street	101 - 199	The Oxford Cellar	Bar/Restaurant	4 PM - 12 AM	4 PM - 1 AM	4 PM - 1 AM	4 PM - 12 AM	11 AM - 9 PM
South 11th Street	120	The Library	Bar/Restaurant/Entertainment	5 PM - 12 AM	5 PM - 1 AM	5 PM - 1 AM	12 PM - 12 AM	Closed
Van Buren Avenue	923	Bottletree Bakery	Restaurant	7 AM - 2:30 PM	7 AM - 2:30 PM	7 AM - 2:30 PM	8 AM - 2 PM	8 AM - 2 PM
Van Buren Avenue	1002	Greenline	Restaurant	11 AM - 7 PM	11 AM - 7 PM	11 AM - 7 PM	11 AM - 7 PM	11 AM - 7 PM
Van Buren Avenue	1004	South Depot	Restaurant/Bar	11 AM - 10 PM	11 AM - 11 PM	11 AM - 11 PM	11 AM - 11 PM	11 AM - 10 PM
Van Buren Avenue	1006	The Lyric	Entertainment Venue	~5 PM - 12 AM	~5 PM - 1 AM	~5 PM - 1 AM	~5 PM - 12 AM	~5 PM - 9 PM
Van Buren Avenue	1101	Square Pizza	Restaurant	6 PM - 1 AM	6 PM - 1 AM	6 PM - 1 AM	6 PM - 1 AM	Closed
Van Buren Avenue	1110	McEwen's	Restaurant/Bar	5 PM - 9 PM	5 PM - 9 PM	5 PM - 10 PM	5 PM - 10 PM	10:30 AM - 2 PM
Van Buren Avenue	1112	Old Venice	Restaurant/Bar	11 AM - 10 PM	11 AM - 10 PM	11 AM - 10 PM	11 AM - 10 PM	11 AM - 10 PM
Van Buren Avenue	1112	The Downstairs Bar at Old Venice	Bar/Restaurant	Closed	10 PM - 1 AM	10 PM - 1 AM	10 PM - 1 AM	Closed
Van Buren Avenue	1112	The Summit	Bar/Restaurant	11 AM - 12 AM	11 AM - 1 AM	11 AM - 1 AM	11 AM - 12 AM	Closed
Van Buren Avenue	1221	Tallahatchie Gourmet	Restaurant/Bar	11 AM - 3 PM	11 AM - 9 PM	11 AM - 9 PM	11 AM - 9 PM	11 AM - 9 PM
Courthouse Square	100	Yaya's	Frozen Yogurt Café	11 AM - 10 PM	11 AM - 10 PM	11 AM - 11 PM	11 AM - 11PM	12 PM - 9 PM
Courthouse Square	114	Rooster's	Bar/Restaurant	2:30 PM - 12 AM	2:30 PM - 1 AM	2:30 PM - 1 AM	11 AM - 12 AM	12 PM - 9 PM
Courthouse Square	114A	Oxford Grillhouse	Restaurant/Bar	4:30 PM - 10 PM	4:30 PM - 10 PM	4:30 PM - 10 PM	4:30 PM - 10 PM	4:30 PM - 9 PM
Courthouse Square	110	Bouré	Restaurant/Bar	11 AM - 10 PM	11 AM - 10 PM	11 AM - 10:30 PM	11 AM - 10:30 PM	Closed
Courthouse Square	118	Ajax	Restaurant/Bar	11:30 AM - 10 PM	11:30 AM - 10 PM	11:30 AM - 10 PM	11:30 AM - 10 PM	Closed
Courthouse Square	122	Bacchus on the Square	Restaurant/Bar	5 PM - 9 PM	5 PM - 9 PM	11 AM - 10 PM	11 AM - 10 PM	11 AM - 9 PM
Courthouse Square	132	Round Table	Bar/Restaurant	4 APM - 12 AM	4 PM - 12 AM	11 AM - 1 AM	11 AM - 1 AM	Closed
Courthouse Square	152	City Grocery & Bar	Restaurant/Bar	6 PM - 10 PM	6 PM - 10:30 PM	6 PM - 10:30 PM	6 PM - 10:30 PM	11 AM - 2:30 PM
South Lamar Blvd.	208	Stella	Restaurant/Bar	5 PM - 10 PM	5 PM - 10 PM	5 PM - 10 PM	5 PM - 10 PM	11 AM - 3 PM
South Lamar Blvd.	211	Proud Larry's	Restaurant/Bar/Entertainment	10 AM - 12 AM	10 AM - 1 AM	10 AM - 1 AM	11 AM - 12 AM	11 AM - 2 PM
South Lamar Blvd.	303	Insomnia Cookies	Cookie Café	9 AM - 3 AM	9 AM - 3 AM	9 AM - 3 AM	11 AM - 3 AM	11 AM - 3 AM
South Lamar Blvd.	308	Soulshine Pizza	Restaurant/Bar	11 AM - 9:30 PM	11 AM - 9:30 PM	11 AM - 10:30 PM	11 AM - 10:30 PM	11 AM - 9:30 PM
South Lamar Blvd.	311	Moe's Original BBQ/Penny Bar	Restaurant/Bar	11 AM - 9 PM	11 AM - 1 AM	11 AM - 1 AM	11 AM - 12 AM	11 AM - 9 PM
South Lamar Blvd.	401	Wine Bar	Restaurant/Bar	4 PM - 12 AM	4 PM - 1 AM	3 PM - 1 AM	3 PM - 12 AM	11 AM - 2 PM
South Lamar Blvd.	425	Chancellor's House	Hotel/Restaurant/Bar	11 AM - 12 AM	11 AM - 12 AM	11 AM - 12 AM	11 AM - 12 AM	11 AM - 8 PM
South Lamar Blvd.	430	Abner's	Restaurant	11 AM - 10 PM	11 AM - 11 PM	11 AM - 11 PM	11 AM - 11 PM	Closed
Jackson Avenue	920	Oxford Burger Company	Restaurant/Bar	11 AM - 8 PM	11 AM - 9PM	11 AM - 9PM	11 AM - 9PM	11 AM - 8 PM
Jackson Avenue	1001	Mesquite Chop House	Restaurant/Bar	5 PM - 10 PM	5 PM - 10 PM	5 PM - 11 PM	5 PM - 11 PM	5 PM - 9 PM
Jackson Avenue	1002	The Annex	Bar/Restaurant	5 PM - 12 AM	5 PM - 1 AM	11 AM - 1 AM	11 AM - 12 AM	11 AM - 5 PM
Jackson Avenue	1006	Rafter's	Bar/Restaurant/Entertainment	5 PM - 12 AM	5 PM - 1 AM	11 AM - 1 AM	11 AM - 12 AM	11 AM - 5 PM
Jackson Avenue	1008	The Levee	Bar/Restaurant	3 PM - 12 AM	3 PM - 1 AM	3 PM - 1 AM	3 PM - 12 AM	Closed
Jackson Avenue	1012	Funky's Pizza & Daquiri Bar	Bar/Restaurant	3 PM - 1 AM	3 PM - 1 AM	12 PM - 1 AM	12 PM - 1 AM	11 AM - 9 PM
Jackson Avenue	1101	Saint Leo's	Restaurant/Bar	11 AM - 12 AM	11 AM - 12 AM	11 AM - 12 AM	11 AM - 12 AM	11 AM - 9 PM
Jackson Avenue	1107	Fill-Up with Billups	Restaurant/Bar	7 AM - 2 PM	10 PM - 2 AM	10 PM - 2 AM	10 PM - 2 AM	7 AM - 2 PM
North Lamar Blvd.	105	The Blind Pig	Bar/Restaurant	11 AM - 12 AM	11 AM - 1 AM	11 AM - 1 AM	11 AM - 12 AM	11 AM - 9 PM
North Lamar Blvd.	265	The Growler	Bar/Restaurant	2 PM - 9 PM	2 PM - 9 PM	11 AM - 10 PM	11 AM - 10 PM	2 PM - 8 PM
North Lamar Blvd.	265	Holli's	Sweets Café	10 AM - 7 PM	10 AM - 9 PM	10 AM - 9 PM	10 AM - 9 PM	Closed
North Lamar Blvd.	265	Uptown Coffee	Coffee Shop/Café	6:30 AM - 9 PM	6:30 AM - 9 PM	6:30 AM - 9 PM	6:30 AM - 9 PM	8 AM - 8 PM
North Lamar Blvd.	309	Lenora's	Restaurant/Bar	5 PM - 10 PM	5 PM - 10 PM	5 PM - 10 PM	5 PM - 10 PM	Closed
North Lamar Blvd.	309A	Locals	Bar/Restaurant	11 AM - 12 AM	11 AM - 12 AM	11 AM - 12 AM	11 AM - 12 AM	10 AM - 2 PM
North Lamar Blvd.	319	Pita Pit	Restaurant	10 AM - 1 AM	10 AM - 3 AM	10 AM - 3 AM	10 AM - 3 AM	10 AM - 1 AM
North Lamar Blvd.	400	The Coop (The Graduate)	Bar/Restaurant	4 PM - 12 AM	4 PM - 1 AM	4 PM - 1 AM	12 PM - 12 AM	12 PM - 9 PM
North Lamar Blvd.	400	Cabin 82 (The Graduate)	Restaurant/Bar	6:30 AM - 9 PM	6:30 AM - 7 PM	6:30 AM - 7 PM	6:30 AM - 7 PM	6:30 AM - 7 PM
University Avenue	1207	Sonic Drive-In	Drive-In Restaurant	6 AM - 12 AM	6 AM - 1 AM	6 AM - 1 AM	6 AM - 1 AM	8 AM - 12 AM

KEY:

Alcohol Sales Past 11 PM on Weekends Special Events

MINUTE BOOK No. 82, CITY OF OXFORD

Christopher Agrell
NextBus, Inc.
1800 Sutter Street #900
Concord, CA 94520
direct/mobile 516 225-5503
christopher.agrell@nextbus.com

Date: April 9th 2018
To: Donna Zampella
Oxford Transit
From: Chris Agrell
NextBus, Inc.
RE: Driver Control Units (DCUs)

Dear Ms. Zampella,

The purpose of this letter is to provide Oxford Transit with justification for purchasing 5 Driver Control Units from NextBus.

NextBus currently provides Oxford Transit with Real-Time Passenger Information technology. Riders can access arrival information through smartphone applications as well as LED signage placed at various locations on the university's campus and bus shelters. This information is generated by NextBus' Driver Control Units (DCUs) which are currently installed on all of Oxford Transit's vehicles. The Driver Control Unit is the only device which can provide vehicle location information to the NextBus system. To that end, GPS tracking hardware offered by third parties will not work with the existing NextBus system and the Driver Control Units can only be purchased from NextBus.

Chris Agrell
Chris Agrell
Print
4/9/18
Date
Business Development

Ron Biggs
Ron Biggs
Print
4-9-18
Date
Transit Agency Authorized Personnel

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

Melinda L. McGrath
Executive Director

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



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

June 20, 2018

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

UofM

Dear Mr. Biggs:

Subject: Written Notice to Proceed – Capital Equipment Procurement – Contract No. 503050

We have reviewed your procurement documentation for the capital items listed below:

- NextBus Technology on Passenger Shelters

Based on the information presented it appears that all required state and federal procurement requirements have been adhered to. Therefore, this concurrence is given to proceed with the purchase of the equipment as you have recommended. It is our understanding that your recommendation is based on sole source procurement for the items meeting your specifications. In order to receive reimbursement of the eligible costs, a numbered invoice on your agency letterhead with attached vendor invoice and/or proof of payment must be submitted. Please be reminded that all projects funded with Federal Transit Administration (FTA) assistance must meet the requisite third party contracting guidance contained in FTA Circular 4220.1F "Third Party Contracting Guidance" and certain 49 CFR 18.36 requirements throughout the complete procurement process. Also please be reminded that the equipment purchases must be included on the project's non-expendable equipment inventory.

If you have questions or require additional information, please contact Mr. Roderick Bailey or me (601) 359-7800.

Sincerely yours,

Shirley Wilson, Director
Public Transit Division

SW:rb

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

Optional Extended Hardware Warranty - After Year 1					
Qty		Description	Unit	Unit Price	Per Year
6		VZN 24" Shelter Sign AC w/ brackets	Per vehicle	\$ 380	\$ 2,280

Vehicles - Five Year Costs - Extended Hardware Warranty Not Included					
Year		One-Time	Recurring	Warranty	Extension Cumulative
Year 1		\$ 23,550	\$ 5,760	\$ -	\$ 29,310 \$ 29,310
Year 2		\$ -	\$ 5,760	\$ -	\$ 5,760 \$ 35,070
Year 3		\$ -	\$ 5,760	\$ -	\$ 5,760 \$ 40,830
Year 4		\$ -	\$ 5,760	\$ -	\$ 5,760 \$ 46,590
Year 5		\$ -	\$ 5,760	\$ -	\$ 5,760 \$ 52,350

Notes	
- Optional extended warranty NOT included	
- Pricing valid 60 days, thereafter subject to change.	
- Standard lead time: 12 weeks following receipt of order.	
- All services scheduled upon receipt of order.	
- University of Mississippi will install the LED signs	

Approval & Execution	
This agreement is issued by and between NextBus, Inc. ("NextBus") and Oxford Transit ("Customer") based on NextBus Standard Terms and Conditions and, if applicable, the NextBus Service Level Agreement.	
Accepted By:	NextBus, Inc.
By: Ron Biggs	By: Chris Agrell
Title: General Manager	Title: Business Development Manager
Signature:	Signature: Chris Agrell
Date: 6/18/18	Date: 6/18/18
To execute: please complete, sign, and return to your account manager	

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

Bailey, Roderick O.

From: Donna Zampella <outransit@oxfordms.net>
Sent: Monday, June 18, 2018 1:13 PM
To: Bailey, Roderick O.
Cc: Ron Biggs; Mike Harris
Subject: Procurement for 6 24" LED Shelter Signs
Attachments: MX-3050N_20180618_131141.pdf

Good Afternoon:

Attached please find the Procurement Checklist for 6 LED 24" Shelter Signs. This will be a sole source from NextBus. Please let me know if you need additional information.

Thank you

Best regards,

Donna Zampella

Donna Zampella,
Office Manager
Oxford Transit Management
409 McElroy Drive
Oxford, MS 38655
Tel. (662) 234-3540
Fax. (662) 234-2064

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MINUTE BOOK No. 82, CITY OF OXFORD

CUBIC

Transportation Systems

Chris Agrell
NextBus Inc.

SAFEGUARD - DEMENT 62-1077

1800 Sutter Street #900
Concord, CA 94520
direct/mobile 518 225-5503christopher.agrell@nextbus.comDate: June 19th 2018To: Donna Zampella
Oxford TransitFrom: Chris Agrell
NextBus, Inc.

RE: LED Signs

Dear Ms. Zampella,

The purpose of this letter is to provide Oxford Transit with justification for purchasing 6 LED signs from NextBus.

NextBus currently provides Oxford Transit with Real-Time Passenger Information technology. Riders can access arrival information through smartphone applications as well as LED signage placed at various locations on the university's campus and bus shelters. NextBus has extensive knowledge with regard to Oxford Transit's signage and we are therefore best suited to work with you on this project since NextBus has provided and installed signage for Oxford Transit since 2010.

The only LED signage that integrates fully with NextBus' backend software can be purchased from NextBus. To that end, LED signage purchased through third parties will not provide a seamless solution for Oxford Transit since NextBus actively maintains and supports the real-time information displayed on the LED signs.

Chris Agrell

Chris Agrell

Print

6/19/18

Date

Business Development

Ronald Bilgus

RONALD BILGUS

Print

6/19/18

Date

Transit Agency Authorized Personnel

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

Procurement Checklist

Revised 8/8/15

Agency: City of Oxford ☒ 5311 ☐ 5310 ☐ 5316 ☐ 5317
 Purchase Request: ☒ Equipment ☐ Supplies ☐ Services
 Item(s): 24" led Shelter Signs - total of 6 (six)
 Estimated Total Cost: \$ 23,550
 Describe Purpose: ETA Signs to be installed in 6 Shelters to provide information on buses to the community

Note: *Purchases \$500 or less may be purchased locally without quotes.

I. \$501 to \$5,000 – (no bid required)

	YES	NO	N/A
1. Written documentation of agency/organization's informal procurement methods	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Copy of the price or rate quote	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

II. \$5,001 to \$50,000 – (at least two written quotes required)

	YES	NO	N/A
1. Copy of written request to MDOT to purchase equipment, property, supplies or services \$5,001 - \$50,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Copy of Cost Estimate (Prepared prior to getting quotes)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Copies of Quotes solicited from at least (2) two or more suppliers <u>(Sole Source) NextBus</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ The quote has clearly and accurately described the technical requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ The project has clearly set up the requirements the vendor must fulfill	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ The project has made positive efforts to utilize disadvantaged business enterprises	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Documentation of search on the System for Awards Management (SAM) to identified debarred or suspended bidders at <u>www.SAM.gov</u> .	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Copy of the cost breakdown for the proposed project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Copy of Cost Price Analysis (Prepared after receipt of Quotes)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Purchasing Schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Written notice to proceed (and recommendations) from MDOT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Copy of the Third Party Contract (with required contract clauses)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Written notice for processing changes in purchase orders to MDOT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

When procuring property, supplies, equipment or services under and FTA formula grant the MDOT and all sub-recipients will follow State procurement procedures. This checklist is intended to ensure proper procurement of any purchase meeting the minimum threshold.

MINUTE BOOK No. 82, CITY OF OXFORD

YES NO N/A

III. **\$50,001.00 and above (bid required)**

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| 1. Copy of written request to MDOT to purchase equipment, property, supplies or services \$50,001 and above | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| > Advertising for competitive bids once a week for (2) consecutive weeks in a regular newspaper (published in the county or municipality in which such agency or governing authority is located) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| > Proposed purchase terms, conditions, technical specifications and bid advertisement(s) to MDOT | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| a. Bid requests advertised in at least one newspaper with general daily circulation within the project's service area | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Bid requests mailed directly to potential bidders throughout the service area | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| > Copy of the Request for Proposal (RFP) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| > Copy of Cost Estimate (Prepared prior to RFP Release) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| > Copy of Cost Price Analysis (Prepared after receipt of Proposals) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| > Copy of RFP evaluation of proposal | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| > Copy of explanation of the basis for selection of contractor – including evaluation criteria and results of the grantee's technical evaluation | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| > Copy of a list of all proposals received | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| > Copy of a cost breakdown for the proposed contract | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| > Copy of the bid advertisement | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| > Copy of the final bid specifications | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Written notice to proceed (and recommendations) from MDOT (prior to the execution of an agreement between the sub-recipient and the selected bidder) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| > Recommendation(s) made by the project as to bid award | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| > Documentation of search on the System for Awards Management (SAM) to identify debarred or suspended bidders at www.SAM.gov . | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| > Copies of the bids submitted along with any pertinent correspondence relating to exceptions to the approved specifications | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Documentation of agency procedures for processing change orders in equipment purchased | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Documentation/notice to MDOT for change orders (that affect the contract price) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Copy of the Third Party Contract (with required federal contract clauses, must be included with all contracts/purchase agreements) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

When procuring property, supplies, equipment or services under and FTA formula grant the MDOT and all sub-recipients will follow State procurement procedures. This checklist is intended to ensure proper procurement of any purchase meeting the minimum threshold.

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

Procurement Checklist Verification Form

PTD USE ONLY

Purchase Request: ☒ Equipment ☐ Supplies ☐ Services
Agency: Oxford University Transit
Contract No: 503050
Project: ☒ 5311 ☐ 5310 ☐ B16 ☐ B17
Grant No: MS184044

Procurement Request					
Type	No. of Units	Vendor/Supplier/ Contractor and Location	Federal Cost	Local Cost	Total Cost
LED Shelter Signs	6	Nest-Bus	\$18,840	4,710	23,550
Total					

Comments:

Robert Bailey
Reviewed By

Date

Shirley Under
Approved By

6/20/18
Date

When procuring property, supplies, equipment or services under and FTA formula grant the MDOT and all sub-recipients will follow State procurement procedures. This checklist is intended to ensure proper procurement of any purchase meeting the minimum threshold.



April 10, 2018

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

Dear Mr. Biggs:

Subject: Written Notice to Proceed – Capital Equipment Procurement – Contract No. 503050

We have reviewed your procurement documentation for the capital items listed below:

- Voice Annunciation on Five (5) Buses

Based on the information presented it appears that all required state and federal procurement requirements have been adhered to. Therefore, this concurrence is given to proceed with the purchase of the equipment as you have recommended. It is our understanding that your recommendation is based on sole source procurement for the items meeting your specifications. In order to receive reimbursement of the eligible costs, a numbered invoice on your agency letterhead with attached vendor invoice and/or proof of payment must be submitted. Please be reminded that all projects funded with Federal Transit Administration (FTA) assistance must meet the requisite third party contracting guidance contained in FTA Circular 4220.1F "Third Party Contracting Guidance" and certain 49 CFR18.36 requirements throughout the complete procurement process. Also please be reminded that the equipment purchases must be included on the project's non-expendable equipment inventory.

If you have questions or require additional information, please contact Mr. Roderick Bailey or me (601) 359-7800.

Sincerely yours,

Shirley Wilson, Director
Public Transit Division

SW:rb

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

Procurement Checklist

Revised 8/8/15

Agency: City of Oxford ☒ 5311 ☐ 5310 ☐ 5316 ☐ 5317
 Purchase Request: ☒ Equipment ☐ Supplies ☐ Services
 Item(s):
 Estimated Total Cost: \$ 27,935.00
 Describe Purpose: 5 buses we acquired from North Carolina
We are installing the Automated Voice Announcement
Solution

Note: *Purchases \$500 or less may be purchased locally without quotes.

I. \$501 to \$5,000 – (no bid required)

	YES	NO	N/A
1. Written documentation of agency/organization's informal procurement methods	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Copy of the price or rate quote	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

II. \$5,001 to \$50,000 – (at least two written quotes required)

	YES	NO	N/A
1. Copy of written request to MDOT to purchase equipment, property, supplies or services \$5,001 - \$50,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Copy of Cost Estimate (Prepared prior to getting quotes)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Copies of Quotes solicited from at least (2) two or more suppliers <u>Sole Source - letter attached</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
➤ The quote has clearly and accurately described the technical requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ The project has clearly set up the requirements the vendor must fulfill	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ The project has made positive efforts to utilize disadvantaged business enterprises	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Documentation of search on the System for Awards Management (SAM) to identified debarred or suspended bidders at <u>www.SAM.gov</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Copy of the cost breakdown for the proposed project	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Copy of Cost Price Analysis (Prepared after receipt of Quotes)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Purchasing Schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Written notice to proceed (and recommendations) from MDOT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Copy of the Third Party Contract (with required contract clauses)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Written notice for processing changes in purchase orders to MDOT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

When procuring property, supplies, equipment or services under and FTA formula grant the MDOT and all sub-recipients will follow State procurement procedures. This checklist is intended to ensure proper procurement of any purchase meeting the minimum threshold.

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 82-1077

YES NO N/A

III. **\$50,001.00 and above (bid required)**

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| 1. Copy of written request to MDOT to purchase equipment, property, supplies or services \$50,001 and above | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ➤ Advertising for competitive bids once a week for (2) consecutive weeks in a regular newspaper (published in the county or municipality in which such agency or governing authority is located) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ➤ Proposed purchase terms, conditions, technical specifications and bid advertisement(s) to MDOT | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| a. Bid requests advertised in at least one newspaper with general daily circulation within the project's service area | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Bid requests mailed directly to potential bidders throughout the service area | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ➤ Copy of the Request for Proposal (RFP) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ➤ Copy of Cost Estimate (Prepared prior to RFP Release) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ➤ Copy of Cost Price Analysis (Prepared after receipt of Proposals) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ➤ Copy of RFP evaluation of proposal | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ➤ Copy of explanation of the basis for selection of contractor - including evaluation criteria and results of the grantee's technical evaluation | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ➤ Copy of a list of all proposals received | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ➤ Copy of a cost breakdown for the proposed contract | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ➤ Copy of the bid advertisement | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ➤ Copy of the final bid specifications | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Written notice to proceed (and recommendations) from MDOT (prior to the execution of an agreement between the sub-recipient and the selected bidder) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ➤ Recommendation(s) made by the project as to bid award | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ➤ Documentation of search on the System for Awards Management (SAM) to identify debarred or suspended bidders at www.SAM.gov | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ➤ Copies of the bids submitted along with any pertinent correspondence relating to exceptions to the approved specifications | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Documentation of agency procedures for processing change orders in equipment purchased | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Documentation/notice to MDOT for change orders (that affect the contract price) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Copy of the Third Party Contract (with required federal contract clauses, must be included with all contracts/purchase agreements) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

When procuring property, supplies, equipment or services under and PTA formula grant the MDOT and all sub-recipients will follow State procurement procedures. This checklist is intended to ensure proper procurement of any purchase meeting the minimum threshold.

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

Procurement Checklist Verification Form

PTD USE ONLY

Purchase Request: ☒ Equipment ☐ Supplies ☐ Services

Agency: City of Oxford/Oxford University Transit

Contract No: 503050

Project: ☒ 5311 ☐ 5310 ☐ 5316 ☐ 5317

Grant No: MS-18-X044

Procurement Request					
Type	No. of Units	Vendor/Supplier/ Contractor and Location	Federal Cost	Local Cost	Total Cost
Voice Annunciation	5	Passio Technologies, Inc	\$22,348	\$5,587	\$27,935
Total					

Comments:

Rodrick Bailey
Reviewed By

Shirley Wilson
Approved By

4/10/2018
Date

4/10/18
Date

When procuring property, supplies, equipment or services under and FTA formula grant the MDOT and all sub-recipients will follow State procurement procedures. This checklist is intended to ensure proper procurement of any purchase meeting the minimum threshold.

SAM Search Results

List of records matching your search for:

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

Search Term : passio* technologies*

Record Status: Active

ENTITY	PASSIO TECHNOLOGIES INC	Status:Active
DUNS: 068972279	+4:	CAGE Code: 7NTZ6 DoDAAC:
Expiration Date: Sep 25, 2018 Has Active Exclusion?: No Debt Subject to Offset?: No		
Address: 6100 LAKE FORREST DR STE 410		
City: ATLANTA		State/Province: GEORGIA
ZIP Code: 30328-3836		Country: UNITED STATES

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SAFEGUARD - DEMENT 62-1077

www.passiotech.com**Passio Sole Source/Single Source Justification: Passio Proprietary Items**

The proposed products or services are being purchased to directly interface with and attach to equipment provided by Passio Technologies. No other manufacturer's products will correctly interface with existing equipment.

The Passio MDT is based on the Android OS, but it has been compiled specifically for the hardware and our application software. The system boots directly into the Android OS screen, similar to a kiosk. The software is designed to directly interface with this particular MDT. No other hardware will allow the application software to correctly communicate with external devices such as automated passenger counters, LED signs, and audio control equipment. The communications protocols to define transit configuration settings are unique and specific to this combination and will not transfer directly to other source providers. No other manufacturer's products will correctly interface with existing equipment.

The system hardware (memory, connectors, communication, etc.) have been modified to make Passio's software perform at or above industry standards for accuracy and speed. Any modifications to integrate with alternative hardware or software will disable some or all of the currently available components within the software application.

The SDK is proprietary and confidential to Passio Technologies. This information would be required for any other vendor to integrate hardware with the existing software.

The configuration profile with all transit location information to enable automatic display, management, reporting, data capture, and announcements will not integrate with any other manufacturer.

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077



Prepared for Oxford University Transit (OUT); Ron Biggs
Copy to Dave Long
Prepared by Mitch Skyer, Passio Technologies
Address 6100 Lake Forrest Dr, Suite 410, Atlanta, GA 30326
Phone 800-520-0277 x101 Website www.passiotech.com
Quote number 1248 Date January 29, 2018 Valid until April 28, 2018 at 9:56am
[Download PDF](#)

AVA & Interior LED SmartSense Signs Add On for Oxford University Transit

++ONE TIME COSTS++

Equipment, installation, setup, and calibration

Automated Voice Announcement Solution

Audio equipment, software, and setup of AVA solution. Assumes that vehicle is equipped with active speakers.

MDT	800.00
Mobile Data Terminal	x 4
Mobile Data Terminal, Wiring Harness, Rugged Mount, GPS Antenna, 1 Year Warranty	2,400.00
MDTINST	475.00
MDT Install	x 5
Installation and setup of Mobile Data Terminal	2,375.00
Subtotal	4,775.00
AVA-MOD	2,495.00
AVA Module	x 4
PER VEHICLE: Automated Announcement Software Module Per Vehicle, Setup and Configuration	9,980.00
700890	495.00
AVA Audio Connection Equipment	x 5
Audio Equipment to enable AVA connection. Typically includes microphone input, and AUX input. May be adjusted based on specific vehicle requirements.	2,475.00
INLFILTER	75.00
Inline Noise Filter	x 5
In Line Noise Filter	375.00

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

Quotient quote: AVA & Interior LED SmartSense Signs Add On for Oxford University T... Page 2 of 3

AVA-INST	650.00
AVA Audio Install	x 6
Installation and testing of audio equipment for Automated Voice Announcement system	3,250.00
Subtotal	16,020.00
LED Passenger Information Signs	
SmartSense GPS Enabled Display Signs	
LD1896 AMBR	924.00
Interior Pass Sign-Amber	x 4
Amber LED Interior Programmable Sign 90mm x 820mm x 60 mm	3,696.00
LD6P-PASSIO	261.80
Data Link Cable	x 6
Data Link Cable MDT to TranSign Connection	1,309.00
INTLEDINST	415.00
Interior LED Install	x 5
Installation of Interior passenger information LED sign. Connection and testing to Mobile Data Terminal	2,075.00
+++++	
++RECURRING COSTS++	
Recurring costs starting when Installation is complete.	
DATA3G	84.00
MDT 3G Data Plan	x 4
Base Data Plan for IncoMAXX Transit Platform	336.00
	per year
	(for 3 years)
AVA-RECUR	216.00
AVA Recurring	x 4
Automated Voice Announcement Support, Software Updates, and Passio Navigator Configuration RECURRING FEE PER VEHICLE	864.00
	per year
	(for 3 years)
*****RECURRING COST TOTAL*****	
The first total below is for recurring costs. These fees are initially charged upon completion of installation.	

Total excluding tax	\$1,200.00
	per year
	(for 3 years)
Total excluding tax	\$27,835.00

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

All installation quotes are estimates based on customer provided vehicle information. Limited vehicle availability or undocumented vehicle configuration information may result in increased installation costs and/or trip charges.

2. Sales & Use Tax

Customer to provide tax exempt certificate if applicable. Customers are required to calculate calculate and pay all applicable USE taxes unless alternate arrangements made at time of order

Customer Instructions

The buses are 2- 2002 35 passenger Gillig and 3- 2007 23 passenger Gillig
We will need a quote for all 5 with the exception of one MDT and one LED sign that we removed from bus 2019 that is being phased out.

Ask a Question...

AVA & Interior LED SmartSense Signs Add On for Oxford University Transif

Total excluding tax \$1,200.00 per year (for 3 years)
Total excluding tax \$27,935.00

Additional comments

Optional

Your order/reference number

Optional

☐ Yes, I Dave Long agree to and accept this quote, on April 6, 2018 at 1:44pm

Accept Quote Decline

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 52-1077

Melinda L. McGrath
Executive Director

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



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

April 10, 2018

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

Dear Mr. Biggs:

Subject: Written Notice to Proceed – Capital Equipment Procurement – Contract No. 503050

We have reviewed your procurement documentation for the capital items listed below:

- Seon Cameras System on Five (5) Buses

Based on the information presented it appears that all required state and federal procurement requirements have been adhered to. Therefore, this concurrence is given to proceed with the purchase of the equipment as you have recommended. It is our understanding that your recommendation is based on sole source procurement for the items meeting your specifications. In order to receive reimbursement of the eligible costs, a numbered invoice on your agency letterhead with attached vendor invoice and/or proof of payment must be submitted. Please be reminded that all projects funded with Federal Transit Administration (FTA) assistance must meet the requisite third party contracting guidance contained in FTA Circular 4220.1F "Third Party Contracting Guidance" and certain 49 CFR18.36 requirements throughout the complete procurement process. Also please be reminded that the equipment purchases must be included on the project's non-expendable equipment inventory.

If you have questions or require additional information, please contact Mr. Roderick Bailey or me (601) 359-7800.

Sincerely yours,

Shirley Wilson, Director
Public Transit Division

SW:rb

MINUTE BOOK No. 82. CITY OF OXFORD

Procurement Checklist

SAFEGUARD - DEMENT 62-1077

Revised 8/8/15

Agency: City of Oxford ☒ 5311 ☐ 5310 ☐ 5316 ☐ 5317Purchase Request: ☒ Equipment ☐ Supplies ☐ Services

Item(s):

Estimated Total Cost: 15,135.00Describe Purpose: 5 buses we acquired from North Carolina
We are installing Camera System

Note: *Purchases \$500 or less may be purchased locally without quotes.

I. \$501 to \$5,000 - (no bid required)

YES	NO	N/A
-----	----	-----

1. Written documentation of agency/organization's informal procurement methods
2. Copy of the price or rate quote

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

II. \$5,001 to \$50,000 - (at least two written quotes required)

YES	NO	N/A
-----	----	-----

1. Copy of written request to MDOT to purchase equipment, property, supplies or services \$5,001 - \$50,000
 - Copy of Cost Estimate (Prepared prior to getting quotes)
 - Copies of Quotes solicited from at least (2) two or more suppliers Sole Source letter attached
 - The quote has clearly and accurately described the technical requirements
 - The project has clearly set up the requirements the vendor must fulfill
 - The project has made positive efforts to utilize disadvantaged business enterprises
 - Documentation of search on the System for Awards Management (SAM) to identified debarred or suspended bidders at www.SAM.gov.
2. Copy of the cost breakdown for the proposed project
3. Copy of Cost Price Analysis (Prepared after receipt of Quotes)
4. Purchasing Schedule
5. Written notice to proceed (and recommendations) from MDOT
6. Copy of the Third Party Contract (with required contract clauses)
7. Written notice for processing changes in purchase orders to MDOT

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

When procuring property, supplies, equipment or services under and FTA formula grant the MDOT and all sub-recipients will follow State procurement procedures. This checklist is intended to ensure proper procurement of any purchase meeting the minimum threshold.

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

III. **\$50,001.00 and above (bid required)**

	YES	NO	N/A
1. Copy of written request to MDOT to purchase equipment, property, supplies or services \$50,001 and above	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Advertising for competitive bids once a week for (2) consecutive weeks in a regular newspaper (published in the county or municipality in which such agency or governing authority is located	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Proposed purchase terms, conditions, technical specifications and bid advertisement(s) to MDOT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Bid requests advertised in at least one newspaper with general daily circulation within the project's service area	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Bid requests mailed directly to potential bidders throughout the service area	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Copy of the Request for Proposal (RFP)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Copy of Cost Estimate (Prepared prior to RFP Release)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Copy of Cost Price Analysis (Prepared after receipt of Proposals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Copy of RFP evaluation of proposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Copy of explanation of the basis for selection of contractor -- including evaluation criteria and results of the grantee's technical evaluation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Copy of a list of all proposals received	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Copy of a cost breakdown for the proposed contract	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Copy of the bid advertisement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Copy of the final bid specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Written notice to proceed (and recommendations) from MDOT (prior to the execution of an agreement between the sub-recipient and the selected bidder)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Recommendation(s) made by the project as to bid award	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Documentation of search on the System for Awards Management (SAM) to identified debarred or suspended bidders at www.SAM.gov .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Copies of the bids submitted along with any pertinent correspondence relating to exceptions to the approved specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Documentation of agency procedures for processing change orders in equipment purchased	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Documentation/notice to MDOT for change orders (that affect the contract price)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Copy of the Third Party Contract (with required federal contract clauses, must be included with all contracts/purchase agreements)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

When procuring property, supplies, equipment or services under and FTA formula grant the MDOT and all sub-recipients will follow State procurement procedures. This checklist is intended to ensure proper procurement of any purchase meeting the minimum threshold.

MINUTE BOOK NO. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

PTD USE ONLY

Purchase Request: ☒ Equipment ☐ Supplies ☐ Services

Agency: City of Oxford/Oxford University Transit

Contract No: 503050

Project: ☒ 5311 ☐ 5310 ☐ 5316 ☐ 5317

Grant No: MS-18-X044

Procurement Request					
Type	No. of Units	Vendor/Supplier/ Contractor and Location	Federal Cost	Local Cost	Total Cost
Vehicle Camera System	5	Seon Systems	\$12,108	\$3,027	\$15,135
Total					

Comments:

Roderick Gentry
Reviewed By

4/10/2018
Date

Charles Webb
Approved By

4/10/18
Date

When procuring property, supplies, equipment or services under and FTA formula grant the MDOT and all sub-recipients will follow State procurement procedures. This checklist is intended to ensure proper procurement of any purchase meeting the minimum threshold.

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 82-1077



MobileView SEON

Date: April 9, 2018
Proposal #: 18-12915:33
Expiry Date: June 8, 2018

PREPARED FOR:
Dave Long
Operations Manager
(662) 234-3540
dlong@oxfordms.net

PREPARED BY:
Jason Michaud
Sales Executive - Transit South

SOLD TO DETAIL
Oxford Transit Management Inc.
409 McElroy Drive
Oxford, Mississippi
38655

BILLING DETAILS
Oxford Transit Management Inc.
409 McElroy Drive
Oxford, Mississippi
38655

SHIPPING DETAILS
Oxford Transit Management Inc.
409 McElroy Drive Oxford, MS
38655 United States

Corporate Office: 1.877.630.7366
Unit 111, 3B Burbidge Street
Coquitlam, BC V3K 7B2
jason.michaud@seon.com

DVR & Cameras

Qty	Description	Unit Price	Qty Price
5	CA1004EI20 Day/Night 700 TVL camera, exterior (w infrared, no audio), 4.0mm lens, 20 ft. harness Ext. Curb <Rear	\$278.00	\$1,390.00
5	CA1004EI50 Day/Night 700 TVL camera, exterior (w infrared, no audio), 4.0mm lens, 50 ft. harness Ext. Curb <Forward	\$303.00	\$1,515.00
5	TX8FH1T0 Explorer TX 8 channel, security front cover with lock set, mounting bracket, power harness, 1 TB (2x500GB) hard drive	\$1,295.00	\$6,475.00
5	WT1D20S20G4 Trooper TL, TL-HD & TH, Explorer TX8 and HX16 wiring bundle with adapter harness, diagnostic indicator/alarm button cable 20 ft., five signal input 20 ft., GPS4 receiver magnetic mount 20 ft.	\$146.00	\$730.00
5	CJ904A20 Dome Day/Night 600TVL camera, audio, 3.6mm lens, 20 ft. harness (no infrared) Windshield <Road	\$178.00	\$890.00
15	CQ903A20 Integrated IR Dome Day/Night 600TVL camera, audio, 2.9mm lens, 20 ft. harness Front < Rear; Step < Driver; Driver < Step	\$178.00	\$2,670.00
5	CQ903A50 Integrated IR Dome Day/Night 600TVL camera, audio, 2.9mm lens, 50 ft. harness Mid < Rear	\$203.00	\$1,015.00

Accessories

Qty	Description	Unit Price	Qty Price
5	CJ-MP6A30 CJ mounting post, 6 inch, 30 degree angle	45.00	\$225.00

Freight

Qty	Description	Unit Price	Qty Price
5	FRGT-DXTX-EG Freight, FedEx Ground, DX/TX System	\$45.00	\$225.00



Grand Totals:	
Parts and Software:	\$ 15,135.00 USD
Professional Services:	\$ 0.00 USD
Total:	\$ 15,135.00 USD

All purchases must be confirmed with an authorized signature from the purchaser; company issued purchase orders should be provided for all purchases exceeding \$10,000.00 (in addition to authorized proposal). Any purchases that are exempt from sales taxes must be accompanied by a tax exemption and/or resellers certificate.

By signing below I confirm that I have read and understand the provided proposal and that all information, including billing and shipping details is correct.

PO# _____ Date: _____

Name: _____ Title: _____

Signature: _____

Comments: _____

Safe Fleet Comments & Terms:

This quote is valid for up to 90 days & payment terms Net 30. All sales are final. A restocking fee of 20% will apply for any product returns and/or exchanges requested after initial shipment of the product. Note that product returns and/or exchanges will only be accepted for new, unused product that is within the original, unopened packaging.

Thank you for the opportunity to provide a Proposal for your mobile surveillance and fleet management needs. We trust this customized solution will help you meet your goals for passenger and driver safety and security.

Please feel free to contact me directly at 1.877.630.7366 if you have any questions or concerns. We look forward to partnering with you.

Best regards,

Jason Michaud
Sales Executive - Transit South
Safe Fleet Bus & Rail
1.877.630.7366 | jason.michaud@seon.com

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077


MobileView SEON
Product Warranty
Seon Design Inc. ® Product Warranty

Seon Design Inc. ("Seon") warrants the cameras and components listed below against defects in workmanship and materials provided that such defects appear or are discovered within the respective periods specified below and provided further that the purchaser of such products notifies Seon of such defects in writing within thirty (30) days of the appearance or discovery of such defects:

- Three (3) years from date of purchase, parts and repair on all MobileView Recorders, Cameras, and Accessories.
- Three (3) years from date of purchase, parts and repair labor on all Cameras
- Three (3) years from date of purchase, parts and repair labor on the Explorer® HX, DX, TX, MX, EX, Premier, and Trooper® TL series mobile DVR Systems
- Three (3) years from date of purchase, parts and repair labor on all storage media (including hard drives)
- Two (2) years from date of purchase, parts and repair labor on inView 360™ Around Vehicle Monitoring Systems (including cameras, ECU, and wiring)
- One (1) year from date of purchase, parts and repair labor on the Smart Reach® and vMax Pulse Wireless systems and other Wireless products
- One (1) year from date of purchase, parts and repair labor on the LMU, VML Controller, Student Tracking RFID reader, other vMax Live Plus and vMax Navigator hardware products.
- One (1) year from date of purchase, parts and repair labor on all other products and accessories

If Seon repairs any camera or component which is out of warranty Seon warrants such repaired cameras or components against defects in workmanship and materials provided that such defects appear or are discovered within 90 days from date of shipment of such repaired camera or component to customer by Seon and provided further that the purchaser of such products notifies Seon of such defects within thirty (30) days of the appearance or discovery of such defects.

Subject to the terms and conditions listed below, during the relevant warranty period, Seon will repair, replace, or refund the purchase price for the defective product, whichever Seon considers to be appropriate in the circumstances, in Seon's sole and arbitrary opinion, free of charge, any defective products returned prepaid. In the event purchaser has a problem with any Seon product, please call and request a RETURN AUTHORIZATION (RA) NUMBER from the Service Department. Please call 877-630-7366 or (604) 941-0880 and ask for the Service Department. Be sure to have the model number, serial number and the nature of the problem available for the customer service representative. Prior authorization MUST be obtained for all returns, exchanges, or credits. ITEMS SHIPPED TO SEON WITHOUT A CLEARLY IDENTIFIED RA NUMBER MAY BE REFUSED.

Products returned will be tested to verify for possible defects. Upon verification of a defect, the product will be repaired or exchanged, or the purchase price will be refunded or credited to the customer's account, at the sole option of Seon. In the event of replacement, the returned product will be credited to the customer's account and a new invoice issued for the replacement item. Seon reserves the right to refund the purchase price or to issue a credit only in lieu of replacement. Seon may use new or refurbished replacement parts for repairing its products, at its sole and arbitrary discretion. Seon may replace an entire unit with an equivalent model, at its sole and arbitrary discretion. If a unit is exchanged, the returned product shall become the property of Seon and the exchange product becomes the property of the purchaser, and the remainder of the warranty that applied to the original unit purchased shall apply to the exchanged product. Exchange units may be new units, or units that have been repaired to full factory specifications, at Seon's discretion. If the product is found to be in good working order or its inability to function properly is not covered by this warranty, the product will be returned in the same condition as received unless repair is possible and requested by the customer. Repairs of such nature will incur a charge for parts and labor and will proceed only by agreement with the customer to accept the charge.

ADVANCE REPLACEMENTS

If there is a defect in workmanship or materials covered by this warranty in a camera, recorder or component and customer notifies Seon of such within sixty (60) days of

- a) the date of installation of such product if the installation of such product was done by Seon; or
- b) if Seon did not install the product, of the date of shipment of the product to the customer by Seon.

and the customer requests advance replacement of such product by Seon, Seon will replace such product without charge in advance of return of such product by customer to Seon provided that if customer has not returned the defective product to Seon within sixty (60) days of the date of shipment by Seon of the advance replacement then Seon will invoice the customer for the purchase price of the advance replacement product including shipping costs and any taxes, duties or other charges related to the advance replacement and the customer shall pay to Seon the amount invoiced within 30 days of receipt of invoice, or if the customer has a written agreement with Seon regarding credit terms, then the customer shall pay the amount invoiced in accordance with the agreed upon credit terms.

This warranty shall not apply:

- a) to equipment not supplied by Seon;
- b) to computer equipment supplied by Seon (such as monitors, printers, servers and laptops) not manufactured by Seon. The customer must contact original manufacturer of such equipment for warranty terms and service;
- c) to equipment, including, any components, which shall have been operated in excess of rated capacity, subject to negligence, accident, or damage by circumstances beyond Seon's control, or to improper installation, operation, maintenance, servicing, alterations or storage, modification without Seon's written authorization, misuse, vandalism, fire, floods or acts of nature so as, in Seon's exclusive and arbitrary judgment, to affect the same adversely;
- d) to equipment that is installed utilizing installation products not supplied by Seon;
- e) if the warranty seal on the DVR has been broken or tampered with;
- f) if the serial number for the product has been altered in any way; or
- g) if the product has been operated outside of the specified Operating Environment specified in the Seon User's Manual for such product, or
- h) to cover any costs incurred by the customer for the removal of defective cameras or components or of non-defective cameras or components, or for the installation of repaired cameras or components or for the reinstallation of nondefective cameras or components, all of which are for the account of the customer

Disclaimer

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SEON EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY, DURABILITY OR FITNESS FOR PURPOSE AND ANY WARRANTIES OR MODIFIED WARRANTIES ARISING FROM USAGE OF TRADE OR COURSE OF DEALING.

Any description of the goods or services, whether in writing or made orally by Seon or Seon's agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with customer's order are for the sole purpose of identifying the goods and/or services and shall not be construed as an express warranty. Any



suggestions by Seon or Seon's agents regarding use, applications or suitability of the goods and/or services shall not be construed as an express warranty unless confirmed to be such in writing by Seon. Purchaser assumes full responsibility for selecting products to achieve purchaser's intended purposes, for properly installing and using those products, and for verifying the results obtained therefrom.

PURCHASER'S EXCLUSIVE REMEDY AND SEON'S ENTIRE LIABILITY ARISING FROM OR IN CONNECTION WITH PURCHASER'S USE OF THE PRODUCTS AND/OR THIS AGREEMENT SHALL BE REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS, OR REFUND OR CREDIT OF THE PURCHASE PRICE OF THE PRODUCTS AS SET FORTH ABOVE. SEON SHALL NOT BE SUBJECT TO AND DISCLAIMS: (A) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (B) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE, AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO GOODS SOLD OR SERVICES RENDERED BY SEON, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO; AND (C) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL AND CONTINGENT DAMAGES WHATSOEVER, EVEN IF SEON HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Without limiting the generality of the foregoing, Seon specifically disclaims any liability for property or personal injury damages, penalties, special or punitive damages, damages for lost profits or revenues, loss of use of goods or any associated equipment, cost of capital, cost of substitute goods, facilities or services, down-time, shut-down or slow-down costs, or for any other types of economic loss, and for claims of customer's customers or any third party for any such damages. Some jurisdictions do not allow limitation or exclusion of incidental or consequential damages, so this limitation or exclusion may not apply to purchaser. In no event shall Seon's total liability for any damages to purchaser or any other person in connection with the products or this agreement exceed the lower of the suggested list price or the actual price paid for the products, regardless of whether such liability arises from contract, tort, warranty or any other form of claim. If any provision of this agreement is found to be void, invalid, or unenforceable, that finding shall not affect the remaining provisions, all of which shall be enforced to the full extent permitted by law. If any remedy hereunder is determined to have failed of its essential purpose, the limitations of liability and exclusion of damages set forth above shall remain in full force and effect. This agreement may be modified only by a writing signed by a duly authorized representative of Seon.

Provisions Applicable to American Customers

For those customers whose mailing address is in Canada, Seon's offer and any agreement of sale resulting therefrom shall be governed by and construed in accordance with the internal and domestic laws of the Province of BRITISH COLUMBIA and the laws of Canada applicable therein without giving effect to the conflict of laws rules thereof. The courts of British Columbia (the "Canadian Closed Courts") shall have exclusive jurisdiction to entertain and determine all disputes and claims, whether for specific performance, injunction, declaration or otherwise arising out of or in any way connected with the construction, breach, or alleged, threatened or anticipated breach of the contract resulting from this offer and shall have jurisdiction to hear and determine all questions as to the validity, existence or enforceability thereof. The purchaser attorns to the exclusive jurisdictions of the jurisdiction of the Canadian Closed Courts, waives any obligation to venue in any action or proceeding regarding Seon Products and waives any objection that the Canadian Closed Courts are an inconvenient forum or do not have jurisdiction over the purchaser of Seon. The United Nations Convention On Contracts For The International Sale Of Goods shall not apply. The information contained herein is subject to change without notice.

Provisions Applicable to Canadian Customers

For those customers whose mailing address is in Canada, Seon's offer and any agreement of sale resulting therefrom shall be governed by and construed in accordance with the internal and domestic laws of the Province of BRITISH COLUMBIA and the laws of Canada applicable therein without giving effect to the conflict of laws rules thereof. The courts of British Columbia (the "Canadian Closed Courts") shall have exclusive jurisdiction to entertain and determine all disputes and claims, whether for specific performance, injunction, declaration or otherwise arising out of or in any way connected with the construction, breach, or alleged, threatened or anticipated breach of the contract resulting from this offer and shall have jurisdiction to hear and determine all questions as to the validity, existence or enforceability thereof. The purchaser attorns to the exclusive jurisdictions of the jurisdiction of the Canadian Closed Courts, waives any obligation to venue in any action or proceeding regarding Seon Products and waives any objection that the Canadian Closed Courts are an inconvenient forum or do not have jurisdiction over the purchaser of Seon. The United Nations Convention On Contracts For The International Sale Of Goods shall not apply. The information contained herein is subject to change without notice.

Extended Warranty for Certain Products

The following extended warranty ("Extended Warranty") provisions apply to products ("Extended Warranty Products") in respect of which the customer has purchased the Extended Warranty as a separate product from Seon. If any provisions of the Extended Warranty conflict or are inconsistent with the provisions of the basic warranty set forth above, the provisions of the Extended Warranty shall govern.

Seon warrants the Extended Warranty Products against defects in workmanship and materials provided that such defects appear or are discovered within the extended warranty period set forth in the applicable warranty purchased by the customer and provided further that the purchaser of such products notifies Seon of such defects within 30 days of the appearance or discovery of such defects.

Under the Extended Warranty:

- (a) Seon will provide repairs to the Extended Warranty Product at no extra charge during the Extended Warranty period;
- (b) normal wear and tear IS covered, including replacement of hard drives if necessary;
- (c) the parts and repair labor required to complete all warranted repairs are included;
- (d) Seon will arrange and pay the cost of ground freight between customer's location and the Seon U.S.A. service facility (or such other location) as is designated by Seon in the relevant Return Material Authorization issued by Seon in respect of such Extended Warranty Product; and
- (e) Seon will pay freight, brokerage and duty costs to bring the goods to Canada, if required, in the sole and arbitrary opinion of Seon.

In addition to the telephone numbers provided above for reporting a warranty matter, purchasers of Extended Warranty products may report warranty matters by e-mail to Seon at: service@seon.com.

The purchaser reporting an Extended Warranty issue may request Seon to arrange for pick-up of the Extended Warranty Products and shall provide information as to the number of parcels and shall request a RETURN AUTHORIZATION (RA) NUMBER.

Seon will only be responsible for the cost of ground freight. Any additional costs for express modes of freight will be paid by the purchaser of the Extended Warranty Product. Advance replacements will not be provided.

A renewal or extension of the Extended Warranty is not automatic and will only be offered at the sole discretion of Seon and must be verified by Seon in writing.

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SAM Search Results
List of records matching your search for :

Search Term : seon* system*
Record Status: Active

ENTITY	Seon Systems Sales Inc	Status:Active
DUNS: 248030368	+4:	NCAGE Code: L07A1 DoDAAC:
Expiration Date: Sep 6, 2018	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 3B Burbidge St Suite 111		
City: Coquitlam	State/Province:	
ZIP Code: V3K 7B2	Country: CANADA	

Monday, April 9, 2018

Donna Zampella
Oxford Transit Management
409 McElroy Drive
Oxford, MS 38655

RE: SOLE SOURCE OF MANUFACTURING

Monday, April 9, 2018

Donna Zampella
Oxford Transit Management
409 McElroy Drive
Oxford, MS 38655

RE: SOLE SOURCE OF MANUFACTURING

Dear Ms. Zampella

This letter is to confirm that SEON – A Safe Fleet Brand is the only manufacturer of the transit on-board video surveillance equipment that Oxford Transit Management is currently using. SEON engineers design all of our systems for transit bus applications. All components are made to SEON – A Safe Fleet Brand specifications.

Oxford Transit Management has purchased from SEON transit camera systems which included specialized viewing software to allow for accessing the video recorded on the mobile hard-drives, as well as, the capability to have video selectively download from the hard drives when needed as a result of an event that occurred to warrant video download. The vMax software is proprietary to SEON. All of the equipment and software are functional and well within the expected useful life. Procurement of similar equipment from another manufacturer would require duplicating the infrastructure with the manufacturer solution for viewing, wirelessly downloading, organizing and storing files. The expense of duplicating these capabilities is prohibitive unless the procurement was to include replacement parts of the obsolete equipment. The purchase of additional equipment is planned only for replacement of damaged parts or in the event additional vehicles are added to the fleet.

All prices quoted to Oxford Transit Management are equal to or less than the prices charged to other customers for similar products and components.

I trust you will find this information satisfactory.

Thank you for your consideration!

Jason Michaud
South Transit Account Executive
SEON-A Safe Fleet Brand

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 82-1077


MobileView SEON

Cover Letter

April 9, 2018

Oxford Transit Management Inc.
409 McElroy Drive
Oxford, Mississippi
38655

Dear Dave Long,

We are pleased to provide a comprehensive proposal for an advanced mobile surveillance system. We trust this customized solution will help you meet your transit system's goals for increased passenger, driver safety, and security.

Who We Are

Safe Fleet Bus & Rail is a division of Safe Fleet, a leading global provider of safety solutions for fleet vehicles. Safe Fleet Bus and Rail is dedicated to serving the safety and security needs of the transit industry through its portfolio of leading brands which include two of the top video surveillance brands in Transit: MobileView and Seon.

MobileView and Seon have 40 years of combined expertise delivering advanced video surveillance solutions for buses. Independently ranked as the #2 and #3 mobile surveillance brands in the Americas in industry analyst IHS Group's 2017 biennial report on the mobile video surveillance market, together we are now positioned to be the #1 provider. With over 350,000 installed mobile surveillance systems, 5000+ satisfied fleet safety customers, and proven experience delivering advanced video solutions for the top 100 transit agencies in North America, we are uniquely qualified to help you meet your safety and security goals.

What we Offer

We have a clear understanding of the requirements of a scalable solution that meets your technological needs now and in the future. As a result of this partnership you will benefit from:

- A LONG TERM PARTNER with industry leading experience with the largest North American transit agencies
- ADVANCED TECHNOLOGY purpose-built for transit security by an in-house product development and engineering team
- PROVEN RELIABILITY backed by rigorous research, design, testing and quality assurance processes
- EXPERIENCED CUSTOMER SUPPORT from mobile video surveillance experts with industry expertise

Our mission is to be the best safety and security partner for your business. Our employees pride themselves in seeing our customers' solutions outperform their expectations. We look forward to the opportunity to make that a reality for your organization. Our proposal is valid for a period of ninety (90) days.

Please do not hesitate to contact me at any time should you have any questions, concerns, feedback or if there is any further clarification I can provide.

Best regards,

Jason Michaud



MobileView SEON
MINUTE BOOK No. 82, CITY OF OXFORD

Cover Letter

SAFEGUARD - DEMENT 62-1077

Sales Executive - Transit South
Safe Fleet Bus & Rail
1.877.630.7366 | jason.michaud@seon.com



safefleet.net

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

Ordinance No. 2018-

AN ORDINANCE ADDING ARTICLE V HOUSING IN DIVISION 2 HOUSING CODE, SECTION 22-191 RESIDENTIAL BUILDING PERMIT DEADLINE OF THE OXFORD CODE OF ORDINANCES

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

That Section 22-191 be hereby added to read as follows:

Section 22-191 – Residential permit deadline.

All new residential construction including houses, duplexes and additions or alterations in existing or substantially complete (75% of approved lots) subdivisions within Estate Residential, Suburban Residential or Traditional Neighborhood Residential zoning districts must be completed in a timely manner.

Work must not extend over an eighteen-month period of time without authorization from Board of Aldermen or their appointed official. If project is not complete at the end of 18 months a fee of twice original building permit will be assessed for an extension of building permit. This extended permit will be valid for 6 months. At the end of this extension and construction is not complete a second extension to the building permit may be issued for an additional six months with the fees to be assessed at twice the cost of the original building permit. Construction time will be calculated from issuance of permit until certificate of occupancy or certificate of completion is issued.

No excess materials shall be stored onsite; all materials shall be used for current project only.

The property owner will be subject to fines and penalties due to exceeding building deadlines or improper storage of materials.

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

Alderman Antonow	voted _____
Alderman Morgan	voted _____
Alderman Bailey	voted _____
Alderman Howell	voted _____
Alderman Huelse	voted _____
Alderman Addy	voted _____
Alderman Taylor	voted _____

APPROVED, this the _____ day of _____, 2018

ROBYN TANNEHILL, MAYOR

ATTEST:

ASHLEY ATKINSON, CITY CLERK



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THE CITY OF
OXFORD

SURPLUS FORM

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

Date of Request: 07-25-18
Department that owns Fixed Asset: Buildings and Grounds
Fixed Asset Tag Number (If item is not tagged, please put N/A): Tag is faded
Physical Location of Asset: B&G Shop (407 McElroy, Oxford MS 38655)

If the item being surplused is a vehicle or a piece of equipment, please provide:
Ford (Known as squeaky) \ F-150 \ 1998
Make Model Year
AFTZF1769WNA91030 \ Green
VIN / Serial Number Color

If the item being surplused is a tool, please provide:
Description of Tool (including brand):
Serial Number (if none, write N/A) Color

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

Name of Person Submitting Surplus Request: Greg Pinion

Date Approved by BOA:

107 Courthouse Square (p) 662-236-1310
Oxford, MS 38655 (f) 662-232-2337

MINUTE BOOK No. 82, CITY OF OXFORD

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Ordinance 2018-__

**ORDINANCE AMENDING CHAPTER 14,
ESTABLISHING ARTICLE IV, SECTIONS 14-100 – 14-103
CODE OF ORDINANCES OF THE CITY OF OXFORD, MISSISSIPPI –
Regulation and Safety of Patrons and Employees of Restaurants, Bars and Similar
Businesses, Including Event Venues**

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

SECTION I. That Chapter 14, Article IV, Section 14-100, Sec. 14-101, - Sec.14-104, Code of Ordinances, Oxford, Mississippi, is hereby established as follows:

CHAPTER 14, ARTICLE IV: PURPOSES AND APPLICABILITY

The goal of this article is to encourage and require restaurant, bar and entertainment venue owners to maintain safe restaurants, bars and similar businesses, all free from illegal activity, including but not limited to drug sales, underage drinking, over consumption of alcohol, drunk or impaired driving, littered streets, sidewalks and alleyways, acts of violence and sex offenses, and nuisances to surrounding areas. The governing officials for the City of Oxford ("the City") hereby find, based on information provided to them by personnel from the City's police, fire, public works, and building and grounds departments and from citizen reports and complaints, that all such activities have occurred and are occurring and the purpose of this ordinance is to decrease and minimize such activities in the Oxford Community.

This ordinance shall apply to all businesses in the City which are required by local or State law to obtain an on-premise permit for the sale, distribution and consumption of alcoholic beverages and/or beer and light wine, or which lease or rent their facilities to other individuals, businesses, or entities which are required by local or State law, rules, or regulations to obtain an on-premises permit for the sale, distribution and consumption of alcoholic beverages and/or beer and light wine.

Sec. 14-100. – SECURITY AND ACCESS

1. All businesses covered under this ordinance shall provide adequate supervision so as to prohibit the sale, giving, or furnishing of any alcohol, beer or light wine to any person visibly or noticeably intoxicated, or to any habitual drunkard, or to any person under the age of twenty-one (21) years, and to otherwise provide for the safety of employees and patrons on the premises of such businesses to the extent required by State and local laws, rules, and regulations, and as further provided herein. The permittee for the sale of alcoholic beverages and/or beer or light wine, as the case may be, shall be responsible at all times for acts of manager(s) and employee(s) who are in violation of applicable local or State laws or rules and regulations, and which take place at the permitted

MINUTE BOOK No. 82, CITY OF OXFORD

establishment, regardless of whether the permittee is present. Management must provide adequate supervision to ensure the business's compliance with all applicable State and local laws, rules, and regulations upon the covered premises. To the extent the business causes the adjoining public rights-of-way or sidewalks to be blocked or obstructed in any way whatsoever by employees, stands, or patrons utilizing or seeking to utilize the services of such business, management must provide supervision and personnel which is adequate to remove or manage such obstruction so as to allow the public's use and enjoyment of such adjoining rights-of-way or sidewalks.

2. If any business under this ordinance shall have age restricted access, proper security must be in place to provide adequate supervision for the purposes stated herein and in applicable State and local laws, rules, and regulations.
3. Except as may be altered by written plan approved pursuant to Section 14-102, below, security guards shall be:
 - a. Distinctively and uniformly attired; and
 - b. Easily identified with business name and **SECURITY** printed on their shirt or uniform, with lettering in a bold color which contrasts with the color of the shirt. The shirt/uniform shall be different than any other shirt/uniform worn by non-security employees on the premises.
 - c. If a private security company is used by the business that company must be insured, bonded and hold a valid business license to do business in the State of Mississippi and the City of Oxford.
4. All patrons or employees awaiting admission to the business and obstructing any part of the public sidewalks or rights-of-way shall be placed in a line, the design of which shall be approved by the Chief of Police or his or her designee, so as to minimize such obstruction.
 - a. Admission lines shall be designated and distinguishable for each establishment and maintained by the establishment's security, pursuant to the design approved by the Chief of Police or his or her designee. The location of the lines shall adhere to previous plans and/or instructions provided and approved by the Chief of Police or his or her designee.
 - b. Businesses shall utilize a rope line or other crowd control device approved by the Chief of Police or his or her designee.
 - c. The business shall maintain order in the line but is not required to physically confront or restrain patrons or individuals in line. If order cannot be kept in the admission line, the owner, security supervisor, or other responsible manager shall inform the Oxford Police Department immediately.

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5. Covered Businesses under this ordinance shall maintain cameras and appropriate lighting on their premises, as follows:
 - a. Digital cameras shall be mounted:
 - i. To monitor all entry/exit doors;
 - ii. To monitor all open common areas;
 - iii. To monitor all entry/exit doors of bathroom/restrooms;
 - iv. To monitor all entry/exit doors and the common area of any other area or room where the public is granted access by general admission, special permit, special permission or invitation;
 - v. The Chief of Police or his/her designee shall have the authority to determine alternate locations not listed above, based on safety and security considerations, and such considerations shall be explained and provided to the business in written form.
 - vi. The owner or his/her designee shall have the right to appeal the location of additional cameras required by the Chief of Police or his or her designee, to the Mayor and Board of Aldermen.
 - b. All cameras must be working properly and maintained by the business. The Chief of Police or his/her designee has the authority to periodically inspect cameras and sample footage, showing day/date of usage, to ensure compliance. For purposes of inspection, the Chief of Police or his/her designee shall review, during regular business hours, only the minimal amount of the most recent footage to allow him or her to determine that the cameras are working properly and otherwise in compliance with this section.
 - c. All cameras must have sufficient resolution and low-light capabilities to capture clear and identifiable images of persons inside the establishment. No camera shall operate at a resolution lower than 720p. Sufficient levels of lighting shall be maintained inside the establishment to capture video footage sufficient to identify individuals, and to provide clear observation of the premises and activities by patrons on the premises, by security staff at such businesses.
 - d. All cameras shall be required to operate in the record mode during regular hours of operation or any time the business is open to the public and alcohol is being sold or consumed on the business's premises. "Open to the public" shall mean accessible to individuals other than staff or employees, whether by general admission, special permit, special permission or invitation.
 - e. All video recordings shall be stored or electronically retained for a minimum of 7 days.
 - f. If a camera or cameras are found to be out of compliance due to placement or functionality, a business shall be given thirty calendar days from the date such non-compliance began, to return to compliance before being deemed in violation of this section.

6. **MINUTE BOOK No. 82, CITY OF OXFORD** The use of Electronic Age Verification Device(s) which contain software that is reasonably expected to detect false or invalid forms of identification, enhances and deters underage drinking and the improper entry of underage individuals. Such Electronic Age Verification Device(s), capable of such detection as herein described, therefore, are required for businesses to which this Article applies.

- a. Electronic Age Verification Device(s) shall be used to verify age, at all entry points inside an establishment in the designated area, where age restricted entry is present;
- b. Electronic Age Verification Device(s) shall be used to verify age when purchasing alcoholic beverages, unless the patron's ID has already been scanned at entry and the patron has physical proof on his or her person that such scanning has occurred. Such physical proof, however, shall not relieve any server from the responsibility of verifying age for the purchase of alcoholic beverages.
- c. Person or persons who are known to the business to be above the legal age to possess and or consume an alcoholic beverage are not required to be scanned for age verification. The decision by a business or its employee(s) not to scan any individual because of prior experience, knowledge, or appearance of the patron shall not release the individual or business from liability hereunder if the patron who was not scanned is found in possession of or consuming an alcoholic beverage, and is found to be under the legal age for possession or consumption of alcohol. The responsibility to determine proper age shall remain at all times with the business and its employees, and nothing in this section or Article shall be read to limit such responsibility in any way.
- d. The Electronic Age Verification Device(s) shall:
 - i. Have the technology to read a magnetic strip card or an alternate technology capable of electronically verifying the proof of age from a valid state issued driver's license, a valid state issued identification card, a valid military identification card, and/or a valid passport;
 - ii. Have the ability to be periodically updated with the latest information regarding valid state issued driver's licenses, identification(s) cards, military identification, and passports.
 - iii. Display or indicate if the identification card is valid and provide the individual's age and/or date of birth.
- e. Any data collected from the Electronic Age Verification Device shall only be used for the purpose of verifying an individual's age.
- f. This data may not be retained, used, sold, or disseminated by the business for any other purpose. This includes using the data for any mailing, advertising, or promotional activities or to make any personal contact with the individual.
- g. Management shall monitor the door and prohibit promoters or employees from allowing any patrons to avoid security and the required age verification checks.

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Sec. 14-101. – EMPLOYEES OF BUSINESSES IN THE APPLICATION AREA

1. All businesses to which this Article applies must have a photo ID available of each of such business's employees, and a description of each such employees' position and contact information. Such information shall be retained for each such employee for a minimum period of sixty (60) days from the most recent date of hire for each such employee.
2. All businesses to which this Article applies must designate a specific employee to maintain the occupancy counts throughout the night. Such employee, while on duty, must be able to provide such occupancy count to fire or police personnel.
3. All businesses to which this Article applies shall have a manager or other person designated to be in charge of the premises during operating hours.
 - a. During all hours of operation, the names and phone numbers of both the manager and the person designated to be in charge of the premises, if different, must be available, upon lawful request, to appropriate government agencies.
 - b. Neither the designated occupancy counter, the manager, nor other person in charge shall be allowed to consume any alcoholic beverage, beer, or light wine while on duty. "On duty" for purposes of this ordinance shall mean visibly working or exercising control over the operation of the permitted place of business.

Sec. 14-102. – SAFETY PLANS, POLICIES, AND PROCEDURES REQUIRED IN APPLICATION AREA

1. All businesses to which this Article applies shall have a written Safety Plan ("Plan"), which shall set forth policies and procedures related to patron and employee safety and security, as stated herein and as may be further promulgated and required by the Chief of Police or his/her designee, in consultation with fire personnel and other appropriate city employees.
 - a. The Plan shall be submitted to the Chief of Police or his/her designee for review;
 - b. Once reviewed, such Plan shall be posted at all times in a prominent place in view of employees, and shall be distributed to all employees, who shall be trained on the Plan and its policies and procedures; and
 - c. Any changes or modification to a reviewed Plan must be re-submitted to and reviewed by the Chief of Police or his/her designee, before implementation.
2. The Plan shall inform all employees how to recognize and address situations relating to security and safety of patrons and employees that arise frequently and which often lead to dangerous situations or illegal activity, including but not necessarily limited to:

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- b. ~~Use of false ID to enter the establishment or purchase alcohol;~~
 - c. De-escalation techniques in dealing with uncooperative and/or disorderly conduct of patron(s) or employee(s);
 - d. De-escalation techniques for verbal and/or physical altercations;
 - e. Identifying drug use and intoxicated individuals; and
 - f. A policy for the searching of patron(s), to include locating and recovering contraband, if the business is going to engage in searches of patrons.
3. The Plan shall include an emergency evacuation and exit plan, which shall include, but not necessarily be limited to the following elements:
 - a. An emergency evacuation plan which must include a method of clear communication to staff and patrons;
 - b. Well-defined routes, exit plans and assembly areas;
 - c. Training for staff members who shall act as marshals (leaders/coordinators) in case of an evacuation, and to oversee an evacuation assembly area;
 - d. Proof of consultation with neighboring establishments for designing an evacuation plan to ensure that both establishments are not using a single assembly area, if such area would not be suitable for joint use; and
 - e. Designation of at least one alternative evacuation assembly area.
4. All employees shall be trained on the Plan, and its policies and procedures, and must acknowledge and be willing to undertake all responsibilities assigned to designated employees under the Plan.
5. In case of an evacuation of the establishment, law enforcement MUST be notified IMMEDIATELY of the reason for the evacuation, the evacuation route, and the assembly area being used.

Sec. 14-103. – RESTRICTIONS FOR ESTABLISHMENTS OPERATING UNDER Miss. Code Ann. 67-1-5 (m)(ii)

1. All establishments operating pursuant to Mississippi Code Annotated Section 67-1-5(m)(ii) (hereinafter “event venues”) shall adhere to all requirements outlined in Section 14-100, 14-101 and 14-102.
2. Additionally, all businesses covered under this section shall provide notice of events scheduled, if such event is for 150 people or more, at such event venues as follows:
 - a. At least five (5) days before any such event, the property owner for such event venues must give notice of each event, and pay a processing fee. The fee for

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processing such notice shall not exceed \$75.00 but may be adjusted downward for repeat events.

- b. The Chief of Police or his/her designee may waive the five (5) day time requirement if:
 - i. Because of unusual circumstances, out of the control of the applicant, it was impossible to have provided notice within the time limitation;
 - ii. 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
 - iii. The police department and other city services and personnel have adequate time to process the notice and plan for the event.

3. The event notice shall include at a minimum:

- a. The property owner's name and contact information;
- b. The specific type or types of event planned (i.e. live music, disc jockey, fundraiser, wedding, dance, or some combination of specific types of events);
- c. The security company's name and contact information, including whether security will be armed or unarmed;
- d. Whether alcohol will be sold

In no case shall the provision of notice of an event by a covered entity be construed to allow the sale of alcoholic beverages, beer, and/or light wine by any individual or business entity not licensed or approved to do so by the State of Mississippi or, as may be required, the City of Oxford; and

- 4. The property owner shall at all times maintain responsibility for ensuring that the event complies with all state and federal laws, and is in compliance with all local codes and ordinances.

Sec. 14-104. – VIOLATIONS

- 1. Any person or business violating any provision of this section shall be guilty of a misdemeanor and may be fined a minimum of \$250.00 and up to a maximum of \$1,000.00 and/or sentenced to serve up to six (6) months in the county jail.

SECTION II. REPEALING CLAUSE

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

SECTION III. FREE COPY DATE

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The Mayor and Board of Aldermen find

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, 2018

ROBYN TANNEHILL, MAYOR

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Please consider this modification to the second paragraph under Purposes and Applicability:

The ordinance shall apply to all businesses in the City which are required by local or State law to obtain an on-premise permit for the sale, distribution and consumption of alcoholic beverages and/or beer and light wine, including when these businesses lease or rent their facilities to other individuals, businesses or entities.

This language makes it clear that businesses or property owners who are covered under Section 14-55 are not also included in this ordinance.

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Regulating Density of Alcohol Outlets a Promising Strategy to Improve Public Health

April 11, 2013

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Despite Potential, Many Public Health Agencies Unaware of How to Use Regulation of Alcohol Density to Address Excessive Drinking

Regulating alcohol outlet density, or the number of physical locations in which alcoholic beverages are available for purchase in a geographic area, is an effective strategy for reducing excessive alcohol consumption and associated harms. A new report from the Center on Alcohol Marketing and Youth (CAMY) at the Johns Hopkins Bloomberg School of Public Health documents how localities can address alcohol outlet density, and outlines the critical role of health departments and community coalitions in these efforts. The report, published in the journal *Preventing Chronic Disease*, is an important resource for public health practitioners, many of which are often unaware of the potential of this evidence-based strategy.

"Excessive alcohol use is the third leading cause of preventable death in the U.S., and responsible for approximately 80,000 deaths annually," said lead study author David Jernigan, PhD, CAMY director. "Public health agencies are on the frontlines of addressing the toll alcohol misuse has on the public's health, and are therefore well-positioned to inform communities about the benefits of addressing alcohol outlet density in their communities."

The report notes that the public health profession has a tradition of promoting health and preventing harm through the use of evidence-based strategies, including land use and zoning codes. "Despite this tradition and evidence supporting regulation of alcohol outlet density, many public health professionals are unaware of its potential and do not know how to work with local authorities to implement the strategy," said Jernigan.

The authors cite several examples of the significant relationship between alcohol outlet density, consumption and harms: in Los Angeles County, researchers estimated that every additional alcohol outlet was associated with 3.4 incidents of violence per year, and in New Orleans, researchers predicted that a 10 percent increase in the density of outlets selling alcohol for off-premise consumption would increase the homicide rate by 2.4 percent.

The report provides four ways in which states and localities can reduce alcohol outlet density: Limit the number of alcohol outlets per specific geographic unit; limit the number of outlets per population; establish a cap on the percentage of retail outlets per total businesses in a specific area; and limit alcohol outlet locations

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Preventing Alcohol-Related Problems on College Campuses—Summary of the Final Report of the NIAAA Task Force on College Drinking

Robert F. Saltz, Ph.D.

Robert F. Saltz, Ph.D., is a senior research scientist at the Prevention Research Center, Pacific Institute for Research and Evaluation, Berkeley, California.

College administrators and their prevention staff face numerous challenges when attempting to reduce the prevalence and severity of alcohol consumption and alcohol-related harm on their campuses. For example, drinking, and particularly binge drinking have been shown to be pervasive and persistent behaviors among college students (Wechsler et al. 2000). In addition, until a few years ago research assessing the effectiveness of various prevention approaches in the college setting was scarce, making it difficult to identify effective measures. In recent years, however, several studies have looked more closely at approaches to preventing college drinking. For example, Dowdall and Wechsler (2002), Borsari and Carey (2001), Perkins (2002a), and Berkowitz (2004) reviewed or analyzed prevention approaches among college populations. Another important contribution was the final report from the National Institute on Alcohol Abuse and Alcoholism (NIAAA) Task Force on College Drinking (NIAAA 2002), which reviewed epidemiological and intervention research on college drinking and issued recommendations for prevention strategies. This article describes the motivation for focusing on college student drinking and summarizes the Task Force's findings and recommendations.

Why Target College Student Drinking?

Given the all-too-common reports in the press of occasional tragic deaths and of mass celebrations or riots among college students that are accompanied by alcohol consumption, the answer to this question may seem obvious. But these singular events do not accurately reflect the actual prevalence of death and injury associated with alcohol use among college students. Based on epidemiological data from a variety of sources, Hingson and colleagues (2002) generated the following estimates of the consequences of college student drinking:

- More than 1,400 college students die annually in alcohol-related events, primarily traffic crashes.
- More than 2 million college students (of a total of 8 million) occasionally drive under the influence of alcohol, and more than 3 million students ride with a drinking driver.
- More than 500,000 students annually suffer unintentional injury under the influence of alcohol.
- More than 600,000 students annually are hit or assaulted by another student who has been drinking.

In addition to these acute consequences of drinking, evidence suggests that alcohol consumption can lead to longer term cognitive impairment (Spear 2002; White 2003).

The college environment itself (specifically, such factors as peer influence and alcohol availability) may contribute to college students' risk of alcohol-related harm. O'Malley and Johnston (2002) found that although college-bound high school students drink less than their peers, their

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and operating hours. In addition, localities may use land-use powers to limit, deny or remove permission to sell alcohol from existing outlets.

A previously released Action Guide, *Regulating Alcohol Outlet Density*, developed by CAMY and Community Anti-Drug Coalitions of America (CADCA) – the nation's leading substance abuse prevention organization, representing over 5,000 community anti-drug coalitions across the country – outlines nine specific steps community coalitions and public health departments can take to educate and inform policy makers. "By providing the data necessary to inform policy decisions and building partnerships with community coalitions, state and local health departments can offer critical support to states and localities in these efforts," said report co-author Evelyn Yang, deputy director of Evaluation and Research at CADCA.

"Since the publication of the Guide, we've collected several case studies of local health agencies and community coalitions effectively working to regulate alcohol outlet density," stated Jernigan. "With increased uptake by more agencies, communities can become healthier, safer places to live and work."

Additional authors of *"Using Public Health and Community Partnerships to Reduce Density of Alcohol Outlets"*: Michael Sparks, MA, and Randy Schwartz, MPH (CADCA).

This research was supported in part by Cooperative Agreement no. 5U58DP002072 from the CDC.

The Center on Alcohol Marketing and Youth monitors the marketing practices of the alcohol industry to focus attention and action on industry practices that jeopardize the health and safety of America's youth. The Center was founded in 2002 at Georgetown University with funding from The Pew Charitable Trusts and the Robert Wood Johnson Foundation. The Center moved to the Johns Hopkins Bloomberg School of Public Health in 2008 and is currently funded by the federal Centers for Disease Control and Prevention. For more information, visit www.camy.org.

Johns Hopkins Bloomberg School of Public Health media contact: Tim Parsons at 410-955-7619 or tmparson@jhsphe.edu. Johns Hopkins Center on Alcohol Marketing and Youth media contact: Alicia Samuels at 914-720-4635 or alsamuelt@jhsphe.edu.

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alcohol consumption surpasses that of their noncollege peers during the college years, only to decrease again after they finish college. In light of these observations, drinking among college students deserves special attention.

The NIAAA Task Force on College Drinking

The NIAAA Task Force on College Drinking commissioned several review papers on various aspects of drinking among college students (e.g., drinking patterns and consequences of alcohol consumption).¹ (These reviews are available at www.collegedrinkingprevention.gov.) With respect to prevention research, however, the Task Force found that studies evaluating prevention approaches focused mostly on interventions aimed at individual student drinkers rather than on interventions aimed at entire college populations (i.e., universal interventions).

The Task Force's findings regarding the efficacy of individual-level interventions have been reviewed and summarized by Larimer and Cronce (2002), who distinguish between educational or awareness programs, cognitive-behavioral interventions, and motivational enhancement techniques. With one or two exceptions, this review found little evidence to support the effectiveness of purely educational or awareness programs. Newer approaches combining provision of information with other components, such as motivational enhancement, await evaluation and may be found to be more successful.

Cognitive-behavioral skills training programs attempt to teach skills relevant to moderating alcohol consumption, including those specific to drinking (e.g., monitoring one's consumption or gauging one's blood alcohol levels) and more general life skills, such as stress management. These programs also can include components such as clarification of values, information, and/or education.

One cognitive-behavioral approach focuses on identifying students' expectancies regarding alcohol's effects, because studies have shown that a substantial portion of alcohol's effects is attributable to such expectancies rather than to alcohol's physiological effects. Research indicates that focusing on expectancies impacts the drinking behavior of students, particularly males.

Larimer and Cronce (2002) concluded that the most promising interventions incorporate several components, such as training in drinking skills and life skills, self-monitoring, and challenges to students' expectancies.

Brief interventions—which include alcohol information, skills training, and personalized, nonjudgmental feedback to enhance motivation to change—can be effective in both individual and group formats.

NIAAA Task Force Recommendations

The NIAAA Task Force summarized its findings and recommendations in a comprehensive report (NIAAA 2002). At the time the report was written, the interventions described above represented nearly all that had been rigorously evaluated with college students. However, the Task Force expanded the scope of the recommendations by including universal prevention efforts that had been evaluated in other community settings and could reasonably be extended to college settings as well as those already adopted by some colleges without being formally tested. The recommendations were organized in four "tiers" based on both the interventions' relevance to college student drinking and the degree to which they are supported by empirical evidence. Although this classification is not universally accepted and may have to be modified in response to more recent research, it can help college administrators and researchers to choose the most promising approaches.

Tier 1. Based on the findings described in the previous section, the Tier 1 category included strategies that show evidence of effectiveness with college students, including:

- Combinations of cognitive-behavioral skills training with norms clarification and motivational enhancement interventions.
- Brief motivational enhancement interventions.
- Interventions challenging alcohol expectancies.

Tier 2.

This category includes strategies that research shows have been successful with general populations and could be applied to college settings, including efforts either to restrict the availability of alcohol or to create an environment supportive of such restrictions. These universal strategies

are critical because alcohol-related harm to society can be attributed not only to the heaviest drinkers but also to the large numbers of light and moderate drinkers (Gruenewald et al. 2003). Tier 2 strategies could include approaches involving minimal legal drinking age (MLDA) laws (e.g., increased enforcement of MLDA laws) and other alcohol-related criminal and administrative measures such as:

- Implementation, increased publicity, and enforcement of laws to prevent alcohol-impaired driving.
- Restrictions on alcohol retail outlet density.
- Increased prices and excise taxes on alcoholic beverages.
- Responsible beverage service policies in social and commercial settings.
- Campus and community coalitions of all major stakeholders to implement these strategies effectively.

The Tier 2 interventions have not been evaluated on college campuses, at least in part because such measures are challenging to implement and studies are difficult to design. Efficacious community-level prevention interventions, such as the Massachusetts Saving Lives program (Hingson et al. 1996), Communities Mobilizing for Change on Alcohol (Wagenaar et al. 2000), and the Community Trials Project (Holder et al. 2000), however, can guide future college-based efforts.

Tier 3. Tier 3 consists of strategies with logical and theoretical promise that require more comprehensive evaluation. These strategies could prove effective in future studies, and some already are highly regarded by prevention program professionals and college administrators. The Task Force Report suggested the following Tier 3 strategies:

- Marketing campaigns to correct student misperceptions of peer alcohol use, sometimes called "social norms marketing" or normative education (see Perkins 2002b). (This strategy already is widely used; evaluation reports will be available in the near future.)
- Consistent enforcement of campus alcohol policies.
- Provision of safe rides for students who drink too much to drive.
- Regulation of happy hour promotions.
- Information for new students and their parents about alcohol use and campus policies.
- Other strategies to address high-risk drinking, such as offering alcohol-free residence halls and social activities or scheduling classes on Fridays to reduce Thursday night parties.

Tier 4.

Tier 4 strategies include those with "evidence of ineffectiveness," such as simple educational or awareness programs used alone, without any other strategies or components. The Task Force warned against the use of breathalyzers to give students information about their level of impairment, because this approach has produced negative results (i.e., students have used the information as a challenge to reach higher levels of intoxication).

Future Research and Applications

Although the NIAAA Task Force and others have identified some strategies to prevent college drinking, more research and evaluation are needed to identify more effective approaches for college administrators to add to their repertoire. Additional research needs to focus on how to implement successful universal campus or community interventions. Although researchers have achieved some successes in implementation (at least, judging from the positive examples of Tier 2 strategies), many of these interventions have not been subject to systematic research. Few researchers are developing measures of organizational or community "readiness" based on an underlying theory or hypothesis about what facilitates implementation (see Oetting et al. 1995). Nevertheless, developing general models of organizational or community change that are applicable to alcohol prevention is critically important to the design of reliable strategies that will keep college students safe from harm.

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MINUTE BOOK No. 82, CITY OF OXFORD

Is the Density of Alcohol Establishments Related to Nonviolent Crime?

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ABSTRACT, Objective: We examined the associations between the density of alcohol establishments and five types of nonviolent crime across urban neighborhoods. **Method:** Data from the city of Minneapolis, MN, in 2009 were aggregated and analyzed at the neighborhood level. We examined the association between alcohol establishment density and five categories of nonviolent crime: vandalism, nuisance crime, public alcohol consumption, driving while intoxicated, and underage alcohol possession/consumption. A Bayesian approach was used for model estimation accounting for spatial auto-correlation and controlling for relevant neighborhood demographics. Models were estimated for total alcohol establishment density and then separately for off-premise establishments (e.g., liquor and convenience stores) and on-premise

establishments (e.g., bars and restaurants). **Results:** We found positive associations between density and each crime category. The association was strongest for public consumption and weakest for vandalism. We estimated that a 3.3%–10.9% increase across crime categories would result from a 20% increase in neighborhood establishment density. Similar results were seen for on- and off-premise establishments, although the strength of the associations was lower for off-premise density. **Conclusions:** Our results indicate that communities should consider the potential increase in nonviolent crime associated with an increase in the number of alcohol establishments within neighborhoods. (*J. Stud. Alcohol Drugs*, 73, 21–25, 2012)

A GROWING BODY OF INTERNATIONAL literature has found significant associations between alcohol establishment density and crime—especially violence-related crime such as assaults and homicide (Livingston, 2008; Livingston et al., 2007; Nielsen and Martinez, 2003; Popova et al., 2009; Reid et al., 2003; Speer et al., 1998). Only a few studies have examined effects of alcohol establishment density on nonviolent crime.

Two studies have assessed the relationship between density of alcohol establishments and vandalism and nuisance crimes. One found a positive association between density and vandalism, public urination, vomiting, and drunkenness near college campuses (Wechsler et al., 2002). The other found a positive association between establishment density and drunkenness but not property damage (Donnelly et al., 2006). A number of studies have examined associations between establishment density and alcohol-related traffic outcomes such as crashes, fatalities, and self-reported drinking and driving, and most found positive associations (Escobedo and Ortiz, 2002; Gruenewald et al., 2002; Scribner et al., 1994; Stout et al., 2000; Treno et al., 2003; 2007). However,

only two studies examined effects of density on arrests for driving while intoxicated—one found a negative association (Smart and Mann, 1998), and the other found no association (Gruenewald et al., 2002).

A few studies found that alcohol establishment density may have an effect on behavior of those younger than age 21, but none specifically examined effects on underage possession/consumption arrests. Densities of off-premise alcohol establishments (but not bars and restaurants) were shown to be positively associated with traffic crash injuries among underage youth in California (Gruenewald et al., 2010), and a positive association was found between establishment density and underage drinking rates (Chaloupka and Wechsler, 1996; Chen et al., 2010).

The few studies assessing effects of density of alcohol establishments on nonviolent crime outcomes have some common limitations. Several did not distinguish effects of different types of establishments, and several did not control for potential spatial autocorrelation, which may lead to the conclusion that there is a relationship between establishment density and crime when, in fact, there is not such a relationship (Lipton and Gruenewald, 2002).

We assessed effects of establishment density on five categories of nonviolent crime (vandalism, nuisance crime, public alcohol consumption, driving while intoxicated, and underage alcohol possession/consumption). We controlled for spatial auto-correlation and analyzed separate effects for density of total establishments, on-premise establishments (e.g., bars and restaurants), and off-premise establishments (e.g., liquor stores).

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Method

This study used data from Minneapolis, MN, with neighborhood used as the geographic unit of analysis. Although smaller geographic units (e.g., census blocks) provide greater statistical power, there is no theoretical or political basis for using these units. We chose neighborhoods as the unit of analysis based on the theory of collective efficacy, which defines *collective efficacy* as "the linkage of mutual trust and the willingness to intervene for the common good" (p. 919) (Sampson et al., 1997). Residents within a neighborhood identify with each other and often unite to shape the development and safety of their neighborhood, and community leaders often represent or work in neighborhoods.

Minneapolis is composed of 87 neighborhoods. We excluded three neighborhoods that were designated by the city as industrial areas and one neighborhood because it recently experienced a 96% decline in population. Thus, 83 Minneapolis neighborhoods were eligible for the current study, ranging in population size from 128 to 15,247 ($M = 4,607$), with the percentage of the neighborhood population that is White ranging from 15.0% to 94.9%.

Alcohol establishments

We obtained a current list of 663 licensed alcohol establishments from the Minneapolis Department of Regulatory Services during fall 2009. We identified 40 duplicates, resulting in a final sample of 623 establishments (503 on-premise establishments and 120 off-premise establishments). Addresses for the alcohol establishments were geocoded, using an address locator in ArcGIS and 2009 street/address data from the Twin Cities Metropolitan Council, and then assigned to neighborhoods. The score (a percentage) of the address locator determined the level of accuracy of where the establishment was placed. All establishments were successfully geocoded, with only 14 addresses receiving a score less than 100%. These 14 addresses were individually evaluated (i.e., searched on Google Maps, Bing Maps, and Yellowpages.com/Whitepages.com) to confirm the addresses and assigned to the correct neighborhood.

We created three alcohol-establishment density measures: (a) density of all establishments, (b) density of on-premise establishments, and (c) density of off-premise establishments. We calculated density as the number of establishments per roadway mile, which presents establishment density in terms of the functional paths people take in their community (Gruenewald et al., 1996; Lipton and Gruenewald, 2002). Roadway miles were calculated using the following rules: (a) eliminating alleys and freeway on/off ramps, (b) assigning an undivided road or highway/freeway that fell on the border of two neighborhoods equally to both neighborhoods, and (c) for roads that crossed a boundary,

assigning the part of the road that fell within a given neighborhood to that neighborhood.

Crime

We obtained crime data for October 1, 2008–September 30, 2009 from the Minneapolis Police Department. These data included Uniform Crime Report Part 1 and Part 2 reported crime. Only primary offenses for each incident were included in the dataset. We achieved a 99% success rate in mapping the crime incidents. We used the coordinates provided by the Minneapolis Police Department, when present, to assign each crime to a neighborhood. Accuracy of these coordinate data was checked by geocoding a subset of the crime incidents using an address locator in ArcGIS and 2009 street/address data from the Twin Cities Metropolitan Council. All coordinates were accurate within 36 yards. Crime incidents that did not include coordinate information were geocoded using the ArcGIS address locator. Crime incidents that fell on neighborhood boundaries (1.04%) were randomly assigned to one of the neighborhoods separated by the boundary. For each of the five crime categories, we estimated raw standardized crime ratios, defined as 100 times the ratio of observed crime counts to the number we would have expected had the crime in question been uniformly distributed across the entire study region.

We included five crime categories: vandalism (range: 7–269; $M = 58$), nuisance crime (range: 0–676; $M = 38$), public alcohol consumption (range: 0–527; $M = 15$), driving while intoxicated (range: 0–155; $M = 12$), and underage alcohol possession/consumption (range: 0–114; $M = 5$).

Neighborhood demographics

We identified potential control variables based on a review of the literature and created an index measuring economic and racial characteristics based on composite measures used in similar studies (e.g., Kikuchi and Desmond, 2010; Morenoff et al., 2001). We selected seven 2000 U.S. Census measures for the index (we obtained all census data from the City of Minneapolis): (a) percentage of female-headed households (number of households with female householder and no husband present and own children younger than age 18 divided by total number of households), (b) percentage of rental housing units (specified renter-occupied units divided by total number of housing units), (c) percentage of families below poverty (number of families below poverty level divided by number of families for whom poverty status is determined), (d) percentage of unemployment (number unemployed in civilian labor force among those age 16 or older divided by number in civilian labor force among those age 16 or older), (e) median household income, (f) median home value, and (g) percentage White (number of Caucasians divided

by total population). We standardized the seven variables with $M = 0$ and $SD = 1$ (missing values for one neighborhood for "percentage of families below poverty" and "median home value" were replaced with mean value of 0). We then summed the seven variables to create the index (index values range from -13.14 to 10.688; α coefficient = .87). In addition to the index, we included two other demographic variables in our analyses: population density (total population divided by total roadway miles) and total persons ages 15–24. Previous studies also controlled for the number or percentage of males; however, in our initial analyses we found little variability in percentage of males across neighborhoods, and thus, we did not control for this variable in our final analyses.

We calculated misalignment between neighborhood boundaries and census block groups with ArcMap spatial analysis tools by calculating the geometry of attribute information for polygons. Excluding industrial areas, the percentage of total misaligned residential areas is less than 1%, suggesting negligible bias in Census estimates because of misalignment.

Analyses

A Bayesian hierarchical inferential approach that accounts for spatial association among neighborhoods was used to model the data. Unlike a frequentist approach that views model parameters as fixed values that can only be estimated

from the data, the Bayesian approach views model parameters as random variables with a distribution that reflects prior knowledge. These prior distributions are then combined with the collected data, resulting in a posterior distribution of all parameter estimates, on which inferences are based. The Bayesian approach is particularly well suited to complex, hierarchical models needed for spatially correlated data (Carlin and Louis, 2009).

Crime counts from each neighborhood were modeled using a Poisson likelihood, in which the expected number of crime incidents in the i^{th} neighborhood is $E_i \exp(x_i' \beta + \theta_i + \varphi_i)$, where E_i is the number of crime incidents we would see in the i^{th} neighborhood if crime were uniformly distributed across the city, calculated by multiplying the number of roadway miles in the neighborhood by the city-wide crime per roadway mile rate. In addition, x_i denotes the vector of neighborhood-specific covariates, β is a corresponding vector of coefficients, and θ_i represents random (nonspatial) error. By contrast, φ_i are random effects that capture the spatial autocorrelation between the neighborhoods using the conditionally autoregressive model first used in this context by Besag et al. (1991). All models were analyzed using the OpenBUGS software package, Version 3.1.1 (Lunn et al., 2009).

We also computed the percent increase in model-predicted crime associated with a 20% increase in the alcohol establishment density in a neighborhood with average establishment density. Because the densities in our model

TABLE 1. Results of associations between alcohol establishment density and nonviolent crime (estimate [est.] and 95% confidence interval [CI])

Crime:	Alcohol establishment density Est. [95% CI]	Population density Est. [95% CI]	Economic/ racial index Est. [95% CI]	Age 15–24 Est. [95% CI]	% increase ^a
Total establishments					
Vandalism	0.26 [0.17, 0.35]	0.20 [0.07, 0.33]	-0.34 [-0.46, -0.21]	0.06 [-0.06, 0.17]	3.30%
Nuisance	0.50 [0.34, 0.67]	0.17 [-0.08, 0.42]	-0.70 [-0.92, -0.47]	0.18 [-0.04, 0.41]	6.40%
Driving while intoxicated	0.48 [0.35, 0.62]	0.05 [-0.15, 0.26]	-0.28 [-0.47, -0.09]	0.17 [0. 0.34]	6.20%
Public consumption	0.83 [0.48, 1.19]	0.62 [0.16, 1.02]	-0.94 [-1.36, -0.54]	0.13 [-0.24, 0.53]	10.90%
Underage possession/consumption	0.40 [0.11, 0.69]	-0.18 [-0.57, 0.23]	-0.38 [-0.74, 0.01]	0.53 [0.15, 0.87]	5.10%
On-premise establishments					
Vandalism	0.25 [0.16, 0.35]	0.20 [0.07, 0.33]	-0.35 [-0.46, -0.23]	0.06 [-0.05, 0.18]	2.80%
Nuisance	0.50 [0.33, 0.68]	0.18 [-0.06, 0.43]	-0.70 [-0.92, -0.49]	0.18 [-0.04, 0.4]	5.60%
Driving while intoxicated	0.47 [0.34, 0.61]	0.07 [-0.14, 0.27]	-0.28 [-0.47, -0.09]	0.15 [-0.02, 0.33]	5.30%
Public consumption	0.83 [0.48, 1.13]	0.59 [0.13, 1.03]	-0.96 [-1.4, -0.52]	0.12 [-0.28, 0.51]	9.50%
Underage possession/consumption	0.38 [0.11, 0.65]	-0.17 [-0.56, 0.23]	-0.39 [-0.75, -0.01]	0.53 [0.18, 0.91]	4.20%
Off-premise establishments					
Vandalism	0.17 [0.07, 0.26]	0.18 [0.03, 0.32]	-0.29 [-0.42, -0.15]	0.07 [-0.06, 0.21]	2.90%
Nuisance	0.21 [0.03, 0.39]	0.14 [-0.15, 0.45]	-0.61 [-0.87, -0.35]	0.19 [-0.08, 0.47]	3.60%
Driving while intoxicated	0.28 [0.11, 0.44]	0.02 [-0.23, 0.26]	-0.16 [-0.38, 0.07]	0.17 [-0.05, 0.39]	4.80%
Public consumption	0.35 [-0.04, 0.73]	0.51 [-0.01, 1.09]	-0.68 [-1.19, -0.2]	0.14 [-0.32, 0.62]	6.00%
Underage possession/consumption	0.35 [0.07, 0.63]	-0.24 [-0.65, 0.19]	-0.28 [-0.65, 0.08]	0.56 [0.16, 0.95]	6.00%

Notes: Bold text indicates statistical significance at the $p < .05$ level. Est. [95% CI] columns refer to Bayesian point and 95% CI estimates for the components of the β vector described in the Analyses section. ^aPercentage increases corresponding to a 20% increase density in a neighborhood with the average density.

are first standardized to have an *M* of 0 and an *SD* of 1, we computed this percentage as 100 times the quantity:

$$\exp\left(\frac{0.2 \times \text{Mean}(\text{Density})}{\text{SD}(\text{Density})}\hat{a}\right) - 1$$

Results

We found statistically significant positive associations between density of total alcohol establishments and each of the five crime outcomes (Table 1). We estimated that there was a 3.3%–10.9% increase across crime categories resulting from a 20% increase in the alcohol density in a neighborhood with an average density.

Results for density of on-premise alcohol establishments were very similar to those for total alcohol establishment density (Table 1). We observed a statistically significant positive association between on-premise alcohol establishment density and each crime outcome. The estimates of an increase in crime associated with a 20% higher on-premise density show similar patterns as total density across crime categories; however, the estimates for on-premise density are slightly lower.

Associations between off-premise density of alcohol establishments and each crime category were all positive, but the strength of the associations was lower across crime outcomes compared with the observed associations for total alcohol establishment density and on-premise establishment density. The estimated effect of a 20% increase in off-premise density also shows a similar pattern to total and on-premise density across crime categories, but the estimates are lower for three of the five crime categories.

Discussion

This study advances the research literature by using state-of-the-art analytical methods that allow us to control for spatial autocorrelation and by assessing the relationship between density of alcohol establishments and five crime outcomes that have not been studied or have been infrequently evaluated in previous alcohol density studies. We observed a positive association between density of alcohol establishments and several categories of nonviolent crime.

The strongest association was between total establishment density and public consumption. We also found a similarly strong association between public consumption and on-premise density but no association for off-premise density. It is possible that individuals who purchase alcohol at off-premise establishments may consume the alcohol, and thus be arrested for public consumption, in a different neighborhood than the one in which they purchased it, or perhaps they consume in private residences rather than in public.

The associations between density of alcohol establish-

ments and underage possession/consumption were much weaker overall compared with public consumption, but they were significant for total, off-premise, and on-premise density. The significant association for off-premise density for this outcome and not public consumption may be explained by the fact that underage youth can be penalized for simply possessing alcohol as well as for consuming it; hence, youth may purchase alcohol at off-premise establishments and then be arrested after exiting the store or if near the store (Harrison et al., 2000; Wagenaar et al., 1996).

Similar to other studies (Gyimah-Brempong and Racine, 2006; Wechsler et al., 2002), we observed a positive association between establishment density and vandalism. The earlier studies assessed effects of only total alcohol establishment density, but we found that although the associations were stronger for on-premise than off-premise density, the estimated percentage increase in vandalism incidents with a 20% increase in density was almost equal for on- and off-premise establishments.

Patterns of strength of associations for nuisance crime and driving while intoxicated incidents with total, on-premise, and off-premise densities were very similar. However, the associations were stronger for on-premise density than for off-premise density. When individuals purchase alcohol at off-premise establishments, they often consume that alcohol in their home, meaning they would be less likely to drive under the influence of alcohol or be in a public situation in which they would be arrested for a nuisance crime (e.g., disorderly conduct).

Limitations of this study include the cross-sectional design and the fact that it was limited to one metropolitan area. In addition, police arrest data include only offenses for which police were notified and had sufficient evidence to warrant a written report. A limitation of police data is that differential rates across neighborhoods may be influenced by variability in enforcement priorities across these areas. However, this is the best crime data available, and there are no clear measures of enforcement priorities. Last, we did not control for potential edge effects of alcohol establishments located in communities near the borders but outside our study region. However, we believe there should be few edge effects given that most of the surrounding communities are residential areas that do not have a dense distribution of establishments located near the borders.

Positive associations between alcohol establishment density and a wide range of crimes have been consistently found across many studies using different methodologies. Future studies should assess longitudinal effects of changes in establishment density and whether neighborhood characteristics can modify these relationships. Results from this study and others suggest that communities should consider the potential economic and societal costs of increasing the number of alcohol establishments within neighborhoods.

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The relationship of alcohol outlet density to heavy and frequent drinking and drinking-related problems among college students at eight universities

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Abstract

To determine whether alcohol outlet density was correlated with heavy and frequent drinking and drinking-related problems, we compared ecological measures of outlet density with survey measures of drinking using a geographic information system and the Harvard School of Public Health College Alcohol Study ($n = 3,421$, site $n = 8$). We identified 966 outlets within 8 2-mile study areas. Densities/site ranged from 32 to 185. Density was correlated with heavy drinking ($r = 0.82$, $p = 0.01$), frequent drinking ($r = 0.73$, $p = 0.04$) and drinking-related problems ($r = 0.79$, $p = 0.02$). Women, underage students and students who picked up binge drinking in college were affected. Implications for prevention and research are discussed. © 2002 Elsevier Science Ltd. All rights reserved.

Keywords: Alcohol use; Drinking problems; Alcohol outlet density; Prevention; Environment; College

Introduction

Features of local alcohol economies, in addition to characteristics of drinkers, may influence drinking behavior among college students. Discount pricing of alcoholic drinks and promotion of alcoholic beverages have been linked to consumption among college students (Chaloupka et al., 1998; Wechsler et al., 2000a). Lower rates of binge drinking exist among students at schools whose administrators report an absence of alcohol outlets within a mile of campus (Wechsler et al., 1994). Outlet density may impact drinking by making low cost, or volume discounted alcohol available to persons predisposed to drink heavily (Gruenewald et al., 1996), for example young adults. High outlet density may reflect heavy drinking norms and preferences (Scribner et al., 2000), or underlying

community features, such as social disorganization or social capital linked to frequent heavy drinking in college (Weitzman and Kawachi, 2000).

The purpose of this study was to: (a) pilot the collection of secondary data about local alcohol licenses and assess their availability and quality; and, (b) determine whether levels of heavy and frequent drinking and drinking-related problems varied systematically with alcohol outlet density among students at colleges participating in the "A Matter of Degree" (AMOD) program to reduce binge drinking and related harms.

Methods

Data collection for geographic information systems (GIS)

Outlet information was collected for venues within a 2-mile radius of a central location point (CLP) on or near eight of ten AMOD campuses. CLPs were

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identified by site evaluators as corresponding to a student union, administrative location or major intersection. The 2-mile distance was chosen because it encompassed major businesses and student residences (on- and off-campus). One site was excluded because the response rate on the student behavioral survey was too low (<50%), another because data describing outlet density were unreliable.

Enumeration of licensed outlets within study areas was accomplished by matching lists of local licenses to study areas addresses using ArcView 3.1 GIS software (Environmental Systems Research Institute, Inc., © 2000), as follows. We compiled a master list of licensed venues by site from government licensing boards, secondary data sources and physical observation for the 1999–2000 academic year. Lists included: (1) name; (2) address; (3) license type(s); (4) venue category (i.e., restaurant, bar, nightclub, package store/liquor store/beer distributor, other); and, (5) license category (i.e., whether license supports alcohol consumption on- and/or off-premise). Outlets were excluded that did not typically serve college students; venues with a combined on-site and catering license were coded as "on-site" based on how they functioned for college students. Exclusions and re-categorizations were made case by case.

Next, site CLP addresses were entered into ArcView, and a 2-mile radial boundary was drawn. After identifying the 2-mile study areas we geocoded address and zip code fields of each outlet using ArcView's automated geocoding function, whereby the software attempted to match each address element with its spatial street database. Addresses for which a 100% match was found were mapped without further inspection. Addresses for which either no match or a partial match was found were verified using multiple resources. Sources of error included: (1) misspelled street names, (2) incorrect street types, (3) incorrect or missing street directions, (4) incorrect street numbers, and (5) incorrect zip codes. Incorrect elements were repaired, and a modified subset of addresses was submitted for a second round of geocoding.

The first two rounds of geocoding produced spatial coordinates for 93–100% of the licensed outlets by site. Remaining addresses were likely created subsequent to the ArcView street database. In such cases, a proxy geocode was generated using local data. Six venues were located manually using information from paper maps sent by site evaluators. Once plotted, we visually inspected maps and identified outlets within the study areas. These were counted and included in the analyses.

Student survey data

We used behavioral survey data from the 1999 Harvard School of Public Health College Alcohol Study

(CAS) survey (Institutional Review Board #8 for this study, student $n = 3421$). Information about the CAS methods and measures is published elsewhere (Wechsler et al., 1994; Wechsler et al., 1998; Wechsler et al., 2000b).

Student drinking behaviors at the AMOD sites included: *Heavy drinking* (percentage of drinkers who reported consuming five or more drinks at an off-campus party in the past 30 days); *Frequent drinking* (percentage of drinkers who reported drinking on at least 10 occasions in the past 30 days); and, *Drinking-related problems* (percentage of drinkers reporting five or more problems associated with one's own alcohol consumption since the beginning of the school year). Measures are consistent with other large national surveys of youth drinking (Presley et al., 1996; Douglas et al., 1997; Johnston et al., 1999).

Initial analyses tested rank order correlations between outlet density and drinking among all student drinkers. Next, we tested rank order correlations between outlet density and drinking measures among subgroups of student drinkers. Because the elasticity of demand for alcohol differs for college women and men as do their access patterns (Chaloupka and Wechsler, 1996), we examined gender differences in effect among all student drinkers. On all analyses, ties were taken into account by Statistical Analysis Software (SAS) (SAS Institute, Inc., ©1999–2000). Findings are reported for probability thresholds of $p < 0.05$ with a two-tailed test of significance. We note all significant correlations and annotate those with multiple ties.

Results

School setting and student characteristics

Study sites were located in different geographic regions of the United States and set in different types of communities (i.e., small town, urban, suburban) (Table 1). All of the universities were public and all but one had full-time undergraduate student enrollments > 10,000.

There were 3421 survey respondents among the eight AMOD sites (average response rate was 62%, ranging from 51% to 73%). From one-half to two-thirds of the student respondents at the sites were female. A majority of students reported they were White and between 48% reported they were younger than 21–64 years of age, the legal age for purchasing and consuming alcohol. From 10% to 21% of the respondents reported they were members of fraternities and sororities.

Outlet characteristics

We identified 2304 alcohol outlets using master lists at the eight AMOD sites, of which we were able to geocode

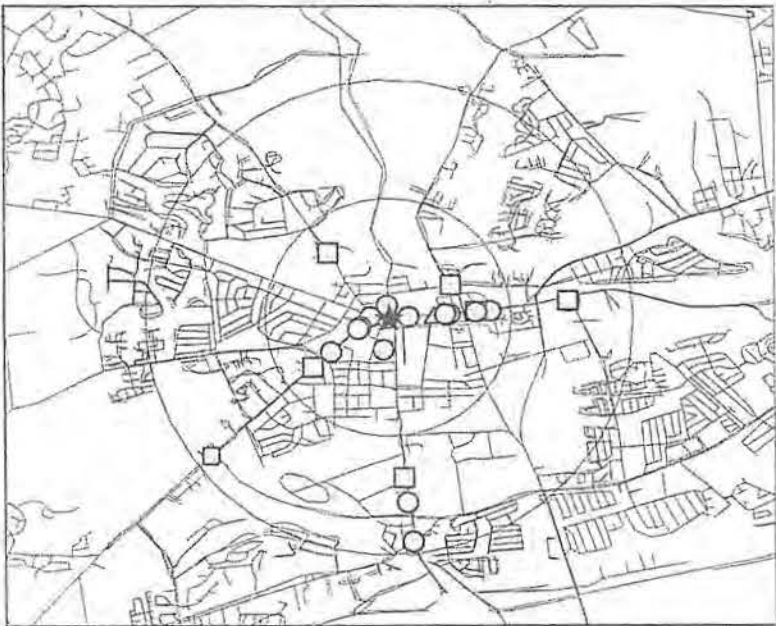
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Table 1
Site characteristics and survey respondent sociodemographics^a

	Site							
	A	B	C	D	E	F	G	H
Setting								
Region	Northeast	South	South	North Central	North Central	North Central	West	South
Location	Small town	Small town	Sub-urban	Urban	Small town	Urban	Sub-urban	Urban
<i>Student characteristics</i>								
Total N	391	728	348	388	412	462	382	310
Response rate (%)	(63)	(57)	(62)	(62)	(66)	(73)	(63)	(51)
% Female	58	67	56	55	60	56	51	62
% White	94	88	73	90	89	89	83	83
% Underage	63	64	54	48	55	54	58	63
% Greek-affiliated	10	17	20	21	17	12	17	16
<i>Outlet characteristics # (%)</i>								
Total density, 2 miles	156	32	185	117	85	156	152	83
On-site venues, 0–1 miles	41 (26)	17 (53)	0 (0)	26 (22)	0 (0)	0 (0)	60 (39)	12 (14)
Off-site venues, 0–1 miles	13 (8)	4 (13)	18 (10)	6 (5)	14 (16)	12 (8)	15 (10)	13 (16)
On- & off-site venues, 0–1 miles	1 (1)	1 (3)	63 (34)	46 (39)	50 (59)	54 (35)	4 (3)	0 (0)
On-site venues, 1–2 miles	52 (33)	7 (22)	0 (0)	7 (6)	0 (0)	0 (0)	49 (32)	34 (41)
Off-site venues, 1–2 miles	47 (30)	3 (9)	42 (23)	20 (17)	7 (8)	15 (10)	21 (14)	24 (29)
On- & off-site venues, 1–2 miles	2 (1)	0 (0)	62 (34)	12 (10)	14 (16)	75 (48)	3 (2)	0 (0)

^a Percentages may not add to 100 due to rounding error.



Legend
★ CLP
△ both on & off site
□ off site
○ on site

Fig. 1. Study community with the lowest alcohol outlet density.

and map 22. The proportion of drinking from 3 to 10 miles across sites. Site H had the largest proportion of unmapped outlets but, because it drew on source data describing a much larger geographic unit than the others, was not considered to have a disproportionate amount of missing data. Almost half ($n = 966$, 44%) of the mapped outlets were located within two miles of the CLPs. Of these 470 fell within the first mile (i.e., a 1-mile radius from the CLP), and 496 fell between one and two miles.

Total outlet densities within the 2-mile radii of the study sites ranged from 32 (Site B) to 185 venues (Site C) with an average of 121 (Table 1). Figs. 1 and 2 depict the lowest- and highest-density communities, respectively.

There were fewer off-site venues than there were on-site or both on/off-site venues in the study areas. The proportion of off-site venues increased at greater distances from the CLPs. Closer in, 10% ($n = 95$) of the 966 outlets were licensed for off-site consumption compared to about one-fifth ($n = 179$, 19%) in the one-to-two mile radial ring.

Student drinking behaviors

All sites had student populations that exhibited high levels of heavy and frequent drinking and drinking-

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related problems. Between 27% to 41% of students reported heavy drinking, consuming five or more drinks at an off-campus party in the past 30 days. From approximately one-fifth to one-third of students at the sites reported frequent drinking (consuming alcohol on ten or more occasions during the past 30 days), and large percentages of students (18–32%) reported experiencing five or more problems resulting from their drinking.

Between 20% and 46% of the respondents reported frequent drunkenness (i.e., they drank enough to get drunk three or more times during the past 30 days). A minority of respondents reported that they drank but did not do so frequently and heavily. With few exceptions, the majority of students reported that they usually binge when they drink. When asked why they drink alcohol, 44–65% of the students across sites indicated "to get drunk" as an important reason.

Associations between outlet density and heavy drinking, frequent drinking and drinking-related problems

Outlet density and heavy drinking. Overall there was a significant correlation between outlet density and heavy drinking (i.e., consumed 5+ drinks at an off-campus

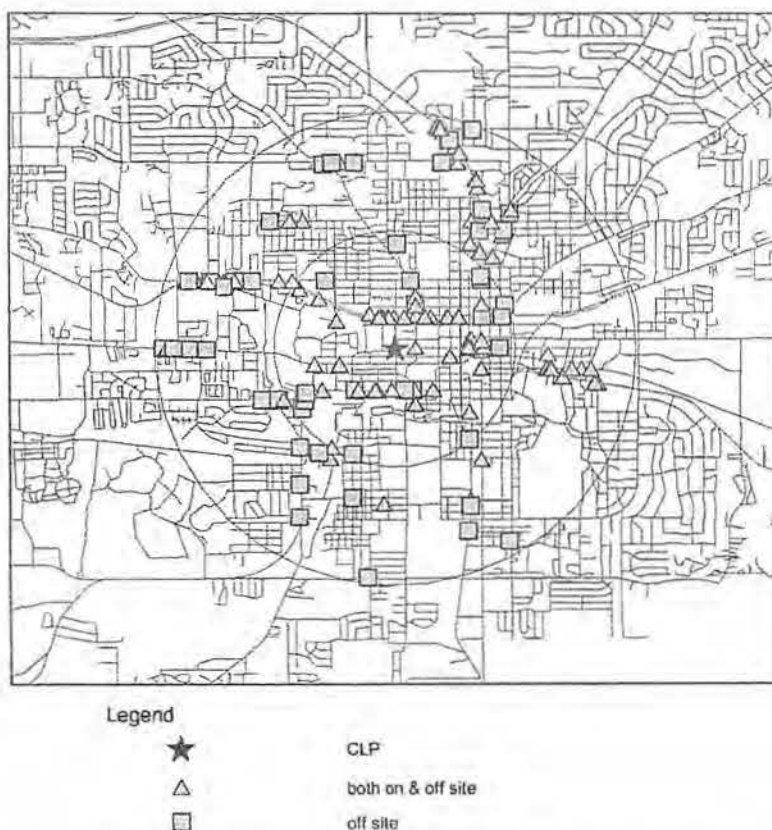


Fig. 2. Study community with the highest alcohol outlet density.

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Table 2
Drinking characteristics by site, n (%)^a

	Site							
	A	B	C	D	E	F	G	H
<i>Drinking behavior</i>								
Heavy drinking	138 (41)	200 (36)	99 (39)	103 (36)	124 (37)	147 (37)	117 (37)	53 (27)
Frequent drinking	106 (31)	147 (26)	74 (29)	63 (21)	82 (24)	129 (32)	91 (29)	40 (19)
Drinking-related problems	116 (32)	136 (22)	87 (31)	88 (26)	102 (27)	127 (30)	109 (32)	44 (18)
Frequent drunkenness	142 (43)	226 (41)	93 (37)	73 (26)	131 (39)	180 (46)	116 (37)	40 (20)
Non "binge" drinking	90 (24)	198 (27)	111 (33)	120 (32)	116 (28)	113 (25)	109 (29)	125 (42)
Usually binges when drinks	184 (54)	323 (57)	138 (54)	158 (54)	187 (55)	217 (54)	145 (45)	78 (38)
Drinks to get drunk	240 (65)	390 (61)	167 (58)	163 (48)	221 (58)	262 (62)	225 (64)	112 (44)
Abstains	20 (5)	90 (12)	55 (16)	46 (12)	28 (7)	36 (8)	29 (8)	52 (17)

^aPercentages may not add to 100 due to rounding error.

party) for all drinkers ($r = 0.82, p = 0.01$), with several sites tied in rank. This finding was found to hold for multiple subgroups of students, specifically for men ($r = 0.73, p = 0.04$) and students who picked up binge drinking in college ($r = 0.75, p = 0.03$).

Outlet density and frequent drinking. Outlet density was correlated with frequent drinking (i.e., drank on 10+ occasions in past 30 days) for all drinkers ($r = 0.73, p = 0.04$) where there were multiple ties in rank, non-Greek affiliated students ($r = 0.75, p = 0.03$), women ($r = 0.72, p = 0.04$), underage students ($r = 0.79, p = 0.02$) which had multiple ties, and students who picked up binge drinking in college ($r = 0.84, p = 0.01$).

Outlet density and drinking-related problems. Finally, outlet density was correlated with problem drinking (i.e., reporting 5+ problems since the beginning of the school year) among all drinkers ($r = 0.79, p = 0.02$), women ($r = 0.90, p = 0.002$), underage students ($r = 0.73, p = 0.04$), overage students ($r = 0.79, p = 0.02$), and students who reported picking up binge drinking in college ($r = 0.76, p = 0.03$).

Outlet density and student demographic characteristics. When ranked by prevalence, student demographic characteristics at the study sites were unrelated to the rank ordering of outlet density.

Discussion

We found associations between outlet density, heavy and frequent drinking and drinking-related problems among all student drinkers and among several subgroups. These associations are notable. If outlet density were a trivial factor we might not expect it to influence less committed and/or experienced drinkers (i.e., women or students who report picking up binge drinking in college). In fact, it appears that the "wettest" communities may be particularly risky for young people whose drinking does not reflect entrenched high-risk patterns.

Thorough investigation of these associations and mechanisms underlying them are needed.

Several lessons were learned in this exploration. First, license categories vary considerably across state and local boundaries, challenging both researchers and policymakers. Development and adoption of a standardized licensing system may make sense. We also found considerable variation in the quality and currency of license information from local licensing boards. It was helpful to supplement these data with data from electronic and physical sources, including web site yellow pages and business directories. A skilled local evaluation staff was instrumental to both the creation of a license typology that could be applied across sites, and the collection of reliable local data.

Given the small sample of this study it will be important to take a broader more comprehensive look using national data. That larger look will address some of this study's limitations. We used an analytic technique appropriate for nonparametric data and small sample sizes. This technique did not allow us to control for other variables. We limited the chance that our findings were due to differences in underlying student characteristics by testing whether outlet density and student sample characteristics were related and confounding the observed relationships. They were not. Future work using a national survey sample will use multivariate multilevel methods to account for individual and community characteristics.

Cross-sectional data like ours constrain us from making causal inferences about the relationship between outlet density and drinking. While we cannot determine the chronological order of supply and demand patterns at these sites, it is unlikely that supply fully followed demand. AMOD sites were selected based on their very high levels of heavy episodic or binge drinking—levels that had been in place for several years as have their patterns of bar and alcohol outlet density. Finally, we used as our outlet measure total density within a

bounded geographic area specific to the AMOQ college towns and students. This made sense for our purposes but findings cannot be generalized to other settings or populations.

Acknowledgements

This research was supported by grants from the Robert Wood Johnson Foundation. We thank Toben Nelson and Kathy McCabe, Carol Bormann, Ann Dorwaldt, Brenda Egolf, Kathryn Farris, Julie Kearney, Diane Leiva, William Lugo, Steve Martin, Duane Shell and Brenda Woods.

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MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

From: Undersigned
 To: Brooke Boral Krizbai
 CC: City of Oxford Mayor Robyn Tannehill
 Oxford Chamber of Commerce
 Oxford City Council
 Oxford Police Department

This letter is in reference to events that took place at your establishment, Track 61.

- On July 17th, 2018, the undersigned individuals visited Track 61 for a birthday dinner.
- Once seated and served beverages, the staff informed the party that parties of 10+ would be charged an automatic gratuity fee and could not have separate checks.
- The undersigned individuals spoke amongst themselves and decided that they wanted more clarity on this policy from management.
- The policy was not written in the menu or visible in the restaurant.
- Once the owner arrived, she explained that this was policy because there was only one card machine, and it would take longer than usual. The undersigned explained that this would not be a problem, and that they would wait. She then said that it would not be a problem for her to split the checks.
- One member stated that he did not appreciate the service thus far and left.
- After finishing our meals, the undersigned received their checks. As everyone reviewed their checks, each individual noticed that the owner split the checks by taking the total for their party and splitting it 14 ways.
- What the undersigned interpreted when the owner said she would split the check was that each person would receive an individual check for what they ordered.
- When the undersigned questioned this miscommunication and stated that they felt that they should not have to pay an equal amount, the owner stated that if they refused to pay she would call the police.
- The undersigned never stated they would not pay, they just wanted more clarity and an opportunity to discuss their options for paying fairly.
- When the undersigned saw that the checks were not going to be split the way they intended, they told the owner one check would be fine and they would calculate what each person owed.
- As they were calculating, the police arrived to the establishment. (a total of 4 were present)
- The owner then came back to the table and stood over the party member who took the lead on calculating the amounts.
- As the undersigned were making arrangements to pay, the undersigned exchanged words with the staff and owner about the validity, discrepancies, and communication of the policies.
- After a heated discussion and derogatory statements/actions directed toward members of the party, the undersigned paid the check and left.
- The elapsed time of these events was approximately 3 hours. The bulk of the tense interactions took place within the last hour.

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SAFEGUARD - DEMENT 62-1077

The undersigned agree that the inconsistent communication of the policy, and not the policy itself, unnecessarily escalated the interactions. Additionally, the actions of your staff suggested that a previous interaction, in which **one** of the **fourteen** members of our party patronized the business with another party and did not tip, exacerbated the terse interactions between our party and your staff.

This interaction comes on the heels of policies adopted and set to be implemented by the City of Oxford, which we believe could increase similar occurrences between businesses and community members. Furthermore, we believe that several opportunities to deescalate this interaction were missed. As similar interactions between patrons and businesses across our nation abound, Oxford and the University of Mississippi community stand poised to serve as leaders in developing solutions aimed at reducing the frequency of similar interactions between community members.

Our hope is that we can learn from this experience. We would like to meet with you to discuss the incident, how we have been impacted, and work to develop ways that we contribute to reducing the occurrence of similar situations for African American patrons. If you are willing to speak with us, could you notify us by Monday, July 23rd by 5:00 p.m. at j.patton1890@gmail.com or 662-612-1010.

Best,

The block contains ten handwritten signatures in cursive script. From top to bottom, they are: James Vinson, Jeffery Patton, Luc Strong, Kelsi Jamison, Denesia Lee, Arielle Hudson, Imani Hines, Michael Bennett, Randesha Moore, and Niasha Johnson.

Kelsi Jamison, Denesia Lee, Luc Strong, James Vinson, Jeffery Patton, Arielle Hudson, Imani Hines, Randesha Moore, Ravyn Hampton, Michael Bennett, Niasha Johnson, one minor.

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

August 2, 2018

Oxford Mayor and Board of Aldermen,

REGARDS: Proposed Ordinance Amending Chapter 14 of the Code of Ordinances of the City of Oxford

Ladies and Gentlemen:

The Mayor has stated that this proposed ordinance has been amended a number of times and in her opinion improved each time. However, after amendment, this remains a bad and unnecessary piece of city legislation that needs to be seriously reconsidered. It is bad on two counts. First it remains a completely inappropriate extension of government and arbitrary police power into the legal and legitimate operation of private businesses. Second, It targets one business with extra extensive regulation, expensive requirements and imposition of police authority outside the specifics of the ordinance – and because the business is the Lyric which is virtually the only venue for black students and citizens to gather for events in Oxford – it constitutes racial profiling and discrimination against both the business and the type of audiences they sometimes serve. This raises restraint of trade issues and impediment to the right of assembly of black students and citizens if access is reduced or stifled or if the Lyric is forced out of business due to excess expense and regulation.

The ordinance in its current form is unnecessary because there are already ample laws on the books dealing with underage drinking, serving alcohol to obviously inebriated people, disturbing the peace, blocking public thoroughfares, public drunkenness, disorderly conduct, littering, DUI, illegal drug sale or use, prostitution and the other offenses that are randomly listed in the ordinance but not addressed in any meaningful way. There is only one section of the ordinance that relates to underage drinking. And if there is a serious concern about other public safety issues, they are not effectively addressed here at all. Clearly this seems a larger umbrella area that would more than justify granting the request of the Concerned Citizens of Oxford for the appointment of a study committee to develop a more well thought out ordinance without all this excess baggage and popular opposition. Notably, there is no public pressure in support of the ordinance as it stands and no demonstrated need for it. This heavy handed government, arbitrary police authority, and restriction of access to public events for black citizens is not the face the City of Oxford wants to present to the world. We can do better. Much better.

I do believe the primary interest of the Board is in trying to do something to address underage drinking. So it is essential you realize that except for the one brief section on Electronic Age Verification Devices (EAVD) this ordinance does nothing whatsoever to address underage drinking. It is only mentioned twice in passing. If the use of EAVD is indeed is an effective way to reduce underage drinking, then this section should be pulled out and put into a separate ordinance that can be considered on its own merits without the controversy the current ordinance brings. This would make it easier to pass into law and be one step in addressing underage drinking while the study committee and then the board can address any public safety issues more fairly and more comprehensively.

I believe the most effective measure on both public safety and underage drinking the city could take would be to do away with the prohibition that prevents businesses needing security from hiring off duty uniformed police officers to supplement their security arrangements. This is a measure that is fully under control of the city and the police department requiring no legislation. When nighttime security was becoming an issue at Rust College where I work, hiring uniformed off duty police officers to

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enhanced public security would completely turned the problems around and restored a climate of safety for the students. You would be surprised what a blue suit or two on the premises will do to discourage underage drinking and to have better crowd control.

At a minimum Section 14-103 with its exclusive focus should be deleted from the ordinance. You must realize that these businesses are just as concerned about safety and security as the city is. Nothing would be more hurtful to these businesses than a reputation for being a site of unsafe and illegal activities. All of them including especially the Lyric are taking needed security and additional steps to protect themselves. All are more than willing to give the Police Department advance notices of events that will draw a crowd in time for them to plan for coverage. Arrangements for this sort of partnership can easily be established by Memoranda of Agreement between the city and business along the lines recommended in the Harris Shelton law firm letter of July 27. Efforts to establish a false equivalency between the Lyric whose only product is space providing a venue for local and university organizations, groups, and social gatherings is not comparable to Square Books, whose product is books or Southside Gallery, whose product is works of art, both of whom have less frequent occasions where alcohol is served and whose businesses are not dependent on these events. Given the culture and history of the Lyric, whatever the conscious intent, the effect of racial profiling and of stifling events of diverse constituencies is unavoidable in this ordinance. Without 14-103 much of this is removed.

These are not hypercritical comments, just sensible ideas and perspectives on the current situation that would offer a workable way out that would improve the situation for everybody, end the controversy and get this matter off everyone's agenda. Consider the EAVD proposal as a separate ordinance that addresses underage drinking. Vote down the rest of the intrusive, discriminatory ordinance entirely or at the very least cut the section, 14-103, that specifically targets the Lyric out of the ordinance so the Lyric, like all the other businesses, will all abide by the same terms. Really do something that does address underage drinking and public safety on site by allowing businesses to hire uniformed off duty police officers.

But instead of a search for fair and effective legislation, this has taken on the appearance of a vendetta against the Lyric intended to use the power and full weight of government to make it as burdensome, difficult and expensive as possible for the Lyric to try to operate profitably and successfully. The racial aspect has been formative in this from the very beginning. How can you have equal access, freedom of assembly, and diversity of opportunity if you suffocate the only viable venue open to black citizens? Does a private belief that a business that occasionally hosts events for black students and citizens near the square is not good for the city lie behind this determination? To say that this would be in accord with the impression of the majority of the black community in Oxford and Lafayette County would not be an exaggeration. When I told my son, who is a black graduate of Oxford High, Ole Miss and is now an executive with a large multinational bank, about this ordinance, his response to me was, "They don't want that 'crowd' associated with the Square. Never have, never will!" You don't want to be part of that "They" and nothing should be done that unnecessarily furthers that impression in the way the current ordinance does.

Respectfully,

Don Manning-Miller
District One Resident
Member, Concerned Citizens of Oxford

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SAFEGUARD - DEMENT 62-1077

Year	Make	Model	VIN
2017	Chevrolet	Tahoe	1GNSKFEC1HR156085
2016	Chevrolet	Tahoe	1GNSKFECOGR116725
2014	Ford	Expedition	1FMJU1J5XEEF25632
2010	Ford	Expedition	1FMJU1G53AEB47316
2007	Chevrolet	Tahoe	1GNFC13097J116456
2005	Ford	Crown Victoria	2FAFP71WX5X125927
2011	Chevrolet	Impala	2G1WF5EK3B1313835
2005	Ford	Crown Victoria	2FAFP71W15X125928
2009	Dodge	Charger	2B3KA43V99H567533
2007	Ford	Crown Victoria	2FAFP71W47X128504
2009	Honda	Accord	1HGCD26848A132347
2016	Ford	Explorer	1FM5K8B82GGB55115
2011	Chevrolet	Tahoe	1GN1C2E05BR197102
2018	Dodge	Ram	1C6RR7XTXJS291870
2010	Ford	F-150	1FTFW1EV7AFD62148
2010	Ford	F-150	1FTFW1EV9AFD62149
2012	Ford	Expedition	1FMJU1F58CEF16885
2006	GMC	Sierra	1GTEC19T96Z161631
2015	Dodge	Ram	1C6RR7XT6FS599237



MINUTE BOOK No. 82 CITY OF OXFORD

SAFEGUARD - DEMENT 02-1077

PHIL BRYANT
GOVERNOR
July 25, 2018

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

MARSHALL L. FISHER
COMMISSIONER

George G. Patterson, Mayor
City of Oxford/Oxford Police Department
715 Molly Barr Road
Oxford, Mississippi 38655

Project Number: 154AL-2019-ST-22-51
Funding Source and Title: 154 Alcohol FY19

Dear Mayor Patterson:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and City of Oxford/Oxford Police Department's Grant Agreement for the Fiscal Year 2019. Your agency has been approved for 154 Alcohol funding, in the amount of \$109,056.40, pending final review and approval by NHTSA in the FY19 Highway Safety Plan.

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

All FY19 grant activities begin October 1, 2018 and must be concluded by September 30, 2019. In addition, the FY19 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 15, 2019.

Please thoroughly read the Fiscal Control and Fund Accounting Procedures, Grant Agreement, Certifications and Assurances, as changes have been made for FY19. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on August 27, 2018.** Please make sure that you complete items 1-8 in their entirety and all documents are signed by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.).

1. Signature Page (original signature in BLUE ink)
2. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
3. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
4. Assurance of Understanding Requirement for Sub-grantees
5. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
6. Designation of Secondary Signatory Official Form (If Applicable)
7. Enclose a copy of your agency's leave policy (policy should include personal, vacation, sick, holiday, and military leave)
8. Enclose a copy of your agency's overtime policy and a payroll schedule (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2018–September 30, 2019)

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SAFEGUARD - DEMENT 62-1077

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

Mississippi Office of Highway Safety
Attn: Rena Gaylor
1025 Northpark Drive
Ridgeland, MS 39157

Please feel free to contact your Traffic Safety Specialist, Laura Henderson, 601-977-3711, lhenderson@dps.ms.gov or Division Director, Rena Gaylor, 601-977-3728, rgaylor@dps.ms.gov if you should have any questions concerning the completion of the grant agreement.

Sincerely,



Tenicia Speech, Bureau Director
Mississippi Office of Highway Safety

Mississippi Office of Highway Safety
MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

Fiscal Control and Fund Accounting Procedures

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

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

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

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The right to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.336). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

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

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FY19 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: City of Oxford/Oxford Police Department Mailing Address: 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, 2018	
		3. Subgrant Number: 154AL-2019-ST-22-51	
		4. Grant Identifier (Funding Source & Year): 154 Alcohol FY19	
		5. Beginning and Ending Dates: October 1, 2018 – September 30, 2019	
		6. Subgrant Payment Method: <u>X</u> Cost Reimbursement Method	
7. CFDA # - 20.607		8. DUNS # - 605954759	
9. Congressional District: 01			
10. A: FAIN #: 18X9205464MS17 69A37518300001540MSA		11. A: Initial Federal Award Date: April 20, 2017 & May 02, 2018	
10. B: Federal Awarding Agency: NHTSA		11. B: Secondary Federal Award Date:	
		12. Research and Development Grant: <u>Yes</u> <u>X</u> No Continuation Grant: <u>X</u> Yes <u>No</u>	
13. The following funds are obligated:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
		C. MATCH	
		D. RATIO%	
(1) Personal Services-Salary	\$108,294.40	(1) Federal	\$109,056.40
(2) Personal Services-Fringe	\$0.00	(2) State	
(3) Contractual Services	\$20.00	(3) Local	
(4) Travel	\$492.00	(4) Other	
(5) Equipment	\$0.00	Total:	\$109,056.40
(6) Commodities	\$250.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:	
(7) Indirect Costs	\$0.00	Number of Grants: 3	154AL 402PT 405D Total
TOTAL	\$109,056.40	TOTAL:	\$109,056.40 \$15,887.00 \$406,915.06 \$531,858.46
The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances, Designation of Secondary Official (If Applicable)			
All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.			
14. Approved for Grantee:		15. Approved for Sub-Grantee:	
Signature _____ Date _____		Signature _____ Date _____	
Name: Helen Porter Title: MOHS Office Director, MS Office of Highway Safety		Name: George G. Patterson Title: Mayor, City of Oxford	

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FY19 Sub-Grantee Project Description (Law Enforcement):

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the DUI program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY19.

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

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

FY19 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: City of Oxford/Oxford Police Department

List the target(s) that the Sub-Grantee will accomplish during the FY19 grant year. Performance measures should be set to help the Sub-Grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of Oxford Police Department will **maintain** the number of alcohol related fatalities from 3 in 2016 to 3 by the end of 2019.

The jurisdiction/agency of Oxford Police Department will **reduce** the number of alcohol related injuries from 5 in 2016 to 3 by the end of 2019.

Performance Measures:

Maintain the number of grant funded DUI arrest from 356 in FY17 to 356 in FY19.

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Strategies:

Select or Hire full-time officer
Overtime Enforcement
SFST Instructor
 30 Checkpoints
 16 Saturation Patrols
Generate Earned Media
Publicize patrol activities results (after occurrence)
Attend Troop LEL Network Meeting
Participate in the National blitz campaigns with enhanced DUI enforcement:
 Drive Sober or Get Pulled Over – Christmas/ New Year's
 Drive Sober or Get Pulled Over – Labor Day
Participate in the State blitz campaigns with enhanced DUI enforcement:
 Super Bowl
 Memorial Day
 4th of July

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)

Attend LEL Troop Network meeting. (Christmas/New Year's)

Conduct not less than 8 checkpoints during quarter.

Conduct not less than 4 saturation patrols during quarter.

Issue a minimum of 89 DUI Arrest citations during quarter, to reach 25% goal of 356 for FY2019.

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

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over national Christmas/New Year's blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 1st Quarter: \$27,264.10

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FY19 MOHS TASK BY QUARTERS

AGENCY NAME: City of Oxford/Oxford Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
2nd QUARTER (JANUARY, FEBRUARY & MARCH) Conduct not less than <u>7</u> checkpoints during quarter. Conduct not less than <u>4</u> saturation patrols during quarter. Issue a minimum of <u>89</u> DUI Arrest citations during quarter, to reach 25% goal of <u>356</u> for FY2019. Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) <u>Additional Tasks:</u> Participate in the Drive Sober or Get Pulled Over national New Year's and the State Super Bowl blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.
Projected Expenditures for 2 nd Quarter: \$29,500.00

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FY19 MOHS TASK BY QUARTERS

AGENCY NAME: City of Oxford/Oxford Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
3RD QUARTER (APRIL, MAY & JUNE) Conduct not less than <u>7</u> checkpoints during quarter. Conduct not less than <u>4</u> saturation patrols during quarter. Issue a minimum of <u>89</u> DUI Arrest citations during quarter, to reach 25% goal of <u>356</u> for FY2019. Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) <u>Additional Tasks:</u> Participate in the State Memorial Day blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.
Projected Expenditures for 3 rd Quarter: \$27,264.10

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FY19 MOHS TASK BY QUARTERS

AGENCY NAME: City of Oxford/Oxford Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Attend LEL Troop Network meeting. (Labor Day)

Conduct not less than 8 checkpoints during quarter.

Conduct not less than 4 saturation patrols during quarter.

Issue a minimum of 89 DUI Arrest citations during quarter, to reach 25% goal of 356 for FY2019.

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

Additional Tasks:

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

Projected Expenditures for 4th Quarter: \$25,028.20

FY19 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Oxford/Oxford Police Department				
2. Subgrant Number:154AL-2019-ST-22-51		3. Grant ID: 154 Alcohol FY19	4. Beginning: October 1, 2018	5. Ending: September 30, 2019
6. Activity: Alcohol Impaired Driving Enforcement				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary	Full-Time Officer @ approx. \$21.59 per hour X 2080 hrs = \$44,907.20 Full-Time Officer @ approx. \$21.59 per hour X 2080 hrs = \$44,907.20 Officers Over-Time or Regular Time above and beyond normal work hours @ approx. \$30.80 per hour x approx. 600 hrs = \$18,480.00 Total Salaries = \$108,294.40	\$108,294.40		\$108,294.40
Contractual Services	Shipping/Handling: \$20.00 Total Contractual Services: \$20.00	\$20.00		\$20.00
Travel	<u>In-State Highway Safety Training (Must Be Pre-Approved):</u> <u>S.T.O.R.M Conference:</u> Meals: \$41.00 per day x 3 days = \$123.00 20% meal gratuity x \$123.00 = \$24.60 \$147.60 x 2 people = \$295.20 <u>DUI Forum</u> Meals: \$41.00 per day x 2 days = \$82.00 20% meal gratuity x \$82.00 = \$16.40 \$98.40 x 2 people= \$196.80 Total Travel: \$492.00	\$492.00		\$492.00
Commodities	Mouthpieces: 1,000 @ .25 = \$250.00 Total Commodities: \$250.00	\$250.00		\$250.00

TOTALS	\$109,056.40		\$109,056.40
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Mississippi Office of Highway Safety

FY19 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, activity reports and back up documentation by the 10th working day of the following month to receive reimbursement for project activities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.
- F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project (**Close of Business (COB) November 15th**). Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

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

II. ON-SITE MONITORING AND EVALUATION

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

III. PROPERTY AGREEMENT

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

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- 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 detailed activity documentation, as directed by MS Office of Highway Safety.

V. GENERAL PROJECT REQUIREMENTS

- Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
 - Out of State Travel - All federal funded out of state travel requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - All federal funded in state travel requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - Meals can only be claimed with an overnight hotel stay.
- The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- 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.
- 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.
- 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.
- Sub-Grantee must complete the Authorized Official or Local Government Resolution included within this Agreement, to accept on behalf of the agency that is represented in this Agreement for federal funding to

defray the costs of the project described in the award. Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.

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

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

VI. UNALLOWABLE COST

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

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:

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

Examples of office furnishings and fixtures

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

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

B. Unallowable Equipment Costs:

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available for traffic signal preemption systems)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds (including MAP-21 Section 405(b) High Seat Belt Use Rate funds, 405(d) Ignition Interlock funds, 405(e) Distracted Driving funds, and 405(g) GDL funds, in which a State has been approved to use for any eligible project or activity under 23 USC 402). (23 CFR Part 1300.13(c)).
- Radars or other speed measuring devices using MAP-21 Section 405-Impaired Driving Countermeasures and SAFETEA-LU Section 410 Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs:

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

D. Program Administration:

- General costs of government. For States, local governments and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.474 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.

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.

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

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

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

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

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

transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- EXECUTIVE ORDER 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). **MINUTE BOOK No. 82, CITY OF OXFORD** JUSTICE IN MINORITY SAFEGUARD - DEMENT 82-1077
- EXECUTIVE ORDER 13168, PREVENTING DISCRIMINATION AGAINST MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Sub-Grantee—

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

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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.

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CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

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

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

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

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

Instructions for Lower Tier Certification

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

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

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

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

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

BUY AMERICA ACT**(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)**

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

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)**

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

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES**Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services/ Law Enforcement Liaison (LEL) Coordination and High Visibility Enforcement (HVE) Participation Compliance****(Applies only to Law Enforcement Sub-Grantees)**

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

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

5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a mobilization form reporting the total number of checkpoints, saturation patrols, arrests and other citations and other statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.

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

DUI/Impaired Enforcement Compliance

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

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

1. Sub-Grantee **agrees and commits** to have the 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.

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

Occupant Protection/Police Traffic Services**High Visibility Enforcement (HVE)****Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)**

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

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

Audit Requirements:

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

- (a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- (b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific

audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

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

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

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

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

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

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

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

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

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

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

_____	_____
Print Authorizing Official's Name	Authorizing Official's Title

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ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

SAFEGUARD - DEMENT 62-1077

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

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

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

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

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

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

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

Herein called the "SUB-GRANTEE" has thoroughly considered the problem addressed in the application (Program Source) 154 Alcohol and has reviewed the project described in the agreement; and

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

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

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

FOLLOWS:

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

(If Applicable)
DONE AND ORDERED IN OPEN MEETING BY _____
(Chairman of Board/Mayor)
Alderman/Councilperson _____ offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson _____ and, was duly adopted.

Date: _____

Seal (City/County Seal is required)

Attest: _____

By: _____
(Blue Ink)

Mississippi Office of Highway Safety

MINUTE BOOK No. 82, CITY OF OXFORD

Designation of Secondary Signatory Official

SAFEGUARD DEMENT 82-0077

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

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

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

Organization Name: _____

Mailing Address: _____

City: _____ Zip Code: _____

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

Email Address: _____

Signature of Designated Secondary Signatory Official: _____

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

Signature: _____ Title: _____
(Authorizing Official)

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

PHIL BRYANT
GOVERNOR
July 25, 2018

MARSHALL L. FISHER
COMMISSIONER

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

Project Number: PT-2019-PT-22-51
Funding Source and Title: 402 Police Traffic Services

Dear Mayor Tannehill:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and City of Oxford/Oxford Police Department's Grant Agreement for the Fiscal Year 2019. Your agency has been approved for 402 Police Traffic Services funding, in the amount of \$15,887.00, pending final review and approval by NHTSA in the FY19 Highway Safety Plan.

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

All FY19 grant activities begin October 1, 2018 and must be concluded by September 30, 2019. In addition, the FY19 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 15, 2019.

Please thoroughly read the Fiscal Control and Fund Accounting Procedures, Grant Agreement, Certifications and Assurances, as changes have been made for FY19. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on August 27, 2018.** Please make sure that you complete items 1-8 in their entirety and all documents are signed by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.).

1. Signature Page (original signature in BLUE ink)
2. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
3. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
4. Assurance of Understanding Requirement for Sub-grantees
5. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
6. Designation of Secondary Signatory Official Form (If Applicable)
7. Enclose a copy of your agency's leave policy (policy should include personal, vacation, sick, holiday, and military leave)
8. Enclose a copy of your agency's overtime policy and a payroll schedule (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2018–September 30, 2019)

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

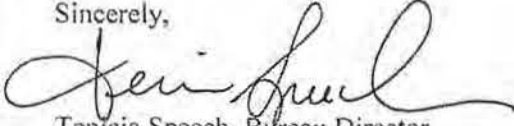
MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

Mississippi Office of Highway Safety
Attn: Robin Layton
1025 Northpark Drive
Ridgeland, MS 39157

Please feel free to contact your Traffic Safety Specialist, Laura Henderson, 601-977-3711, lhenderson@dps.ms.gov or Division Director, Robin Layton, 601-977-3722, rlayton@dps.ms.gov if you should have any questions concerning the completion of the grant agreement.

Sincerely,



Tencia Speech, Bureau Director
Mississippi Office of Highway Safety

MINUTE BOOK No. 82, CITY OF OXFORD

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Mississippi Office of Highway Safety

Fiscal Control and Fund Accounting Procedures

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

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

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

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The right to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.336). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

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

FY19 MOHS GRANT AGREEMENT

MS Office of Highway Safety

4025 Northpark Drive

Ridgeland, MS 39157

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

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

1. Subgrantee's Name: City of Oxford – Oxford Police Department		2. Effective Date of Grant: October 1, 2018				
Mailing Address: 715 Molly Barr Road Oxford, MS 38655 Telephone Number: 662-232-2400 FAX: 662-232-2314 E-Mail: megan@oxfordpolice.net		3. Subgrant Number: PT-2019-PT-22-51				
		4. Grant Identifier (Funding Source & Year): 402 Police Traffic Services FY19				
		5. Beginning and Ending Dates: October 1, 2018 – September 30, 2019				
		6. Subgrant Payment Method: <u> X </u> Cost Reimbursement Method				
7. CFDA # - 20.600		8. DUNS # - 605954759		9. Congressional District: 01		
10. A:FAIN #: 18X9204020MS17 69A37518300004020MS0		11.A: Initial Federal Award Date: November 3, 2016 & November 22, 2017		11.C: Additional Federal Award Date:		
10.B. Federal Awarding Agency: NHTSA		11.B: Secondary Federal Award Date:		12. Research and Development Grant: <u> </u> Yes <u> X </u> No Continuation Grant: <u> X </u> Yes <u> </u> No		
13. The following funds are obligated:						
A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH		D. RATIO%
(1) Personal Services-Salary	\$13,552.00	(1) Federal	\$15,887.00			100%
(2) Personal Services-Fringe	\$0.00	(2) State				
(3) Contractual Services	\$40.00	(3) Local				
(4) Travel	\$0.00	(4) Other				
(5) Equipment	\$2,295.00	Total:	\$15,887.00			100%
(6) Commodities	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:				
(7) Indirect Costs	\$0.00	Number of Grants: 3	402PT	154AL	405D	Total
TOTAL	\$15,887.00	TOTAL:	\$15,887.00	\$109,056.40	\$406,915.06	\$531,858.46
<p>The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances, Designation of Secondary Official (If Applicable)</p> <p>All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.</p>						
14. Approved for Grantee:		15. Approved for Sub-Grantee:				
Signature _____ Date _____		Signature _____ Date _____				
Name: Helen Porter Title: MOHS Office Director, MS Office of Highway Safety		Name: Robyn Tannehill Title: Mayor, City of Oxford				

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

FY19 Sub-Grantee Project Description (Law Enforcement):

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the PTS program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY19.

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

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

FY19 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: CITY OF OXFORD/OXFORD POLICE DEPARTMENT

List the target(s) that the Sub-Grantee will accomplish during the FY19 grant year. Performance measures should be set to help the Sub-Grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of Oxford Police Department will reduce the number of unbelted injuries from 20 in 2016 to 19 by the end of 2019.

The jurisdiction/agency of Oxford Police Department will reduce the number of speed injuries from 16 in 2016 to 13 by the end of 2019.

Performance Measures:

Maintain the number of grant funded Seatbelt citations from 222 in FY17 to 222 in FY19.

Maintain the number of grant funded Child Restraint citations from 6 in FY17 to 6 in FY19.

Increase the number of grant funded Speed citations by 100% from 0 in FY17 to 75 in FY19.

Strategies:**MINUTE BOOK No. 82, CITY OF OXFORD**

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Overtime Enforcement

30 Checkpoints16 Saturation Patrols

Generate Earned Media

Publicize patrol activities results (after occurrence)

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced PT enforcement:

Click It or Ticket – Memorial Day

Participate in the State blitz campaigns with enhanced PT enforcement:

Christmas/New Year's

Super Bowl

4th of July

Labor Day

Obtain (quotes/bids) on equipment

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FY19 MOHS TASKS BY QUARTERS

AGENCY NAME: CITY OF OXFORD/OXFORD POLICE DEPARMENT

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 8 checkpoints during quarter. (Click It or Ticket It)
- Conduct not less than 4 saturation patrols during quarter.
- Issue a minimum of 56 Seat Belt citations during quarter, to reach 25% goal of 222 for FY2019.
- Issue a minimum of 2 Child Restraint citations during quarter, to reach 33% goal of 6 for FY2019.
- Issue a minimum of 17 Speed citations during quarter, to reach 23% goal of 75 for FY2019.
- Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

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

Projected Expenditures for 1st Quarter: \$5,723.00

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AGENCY NAME: CITY OF OXFORD/OXFORD POLICE DEPARMENT

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 checkpoints during quarter. Conduct not less than 4 saturation patrols during quarter. Issue a minimum of 55 Seat Belt citations during quarter, to reach 25% goal of 222 for FY2019. Issue a minimum of 1 Child Restraint citation during quarter, to reach 17% goal of 6 for FY2019. Issue a minimum of 19 Speed citations during quarter, to reach 25% goal of 75 for FY2019. Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) <u>Additional Tasks:</u> Participate in the State New Year's and the State Super Bowl blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.
Projected Expenditures for 2 nd Quarter: \$3,388.00

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FY19 MOHS TASK BY QUARTERS

AGENCY NAME: CITY OF OXFORD/OXFORD POLICE DEPARMENT

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)

Attend LEL Troop Network meeting. (Click It or Ticket It)

Conduct not less than 9 checkpoints during quarter.

Conduct not less than 4 saturation patrols during quarter.

Issue a minimum of 56 Seat Belt citations during quarter, to reach 25% goal of 222 for FY2019.

Issue a minimum of 1 Child Restraint citation during quarter, to reach 17% goal of 6 for FY2019.

Issue a minimum of 19 Speed citations during quarter, to reach 25% goal of 75 for FY2019.

Agency will conduct not less than 1 school, community and/or public information and education presentation during the quarter.

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

Additional Tasks:

Participate in the national Click It or Ticket Memorial Day blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 3rd Quarter: \$4,471.75

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AGENCY NAME: CITY OF OXFORD/OXFORD POLICE DEPARMENT

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)
Attend LEL Troop Network meeting.
Conduct not less than 7 checkpoints during quarter.
Conduct not less than 4 saturation patrols during quarter.
Issue a minimum of 55 Seat Belt citations during quarter, to reach 25% goal of 222 for FY2019.
Issue a minimum of 2 Child Restraint citations during quarter, to reach 23% goal of 6 for FY2019.
Issue a minimum of 20 Speed citations during quarter, to reach 27% goal of 75 for FY2019.
Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)
<u>Additional Tasks:</u>
Participate in the State 4 th of July and Labor Day blitz campaign with enhanced PT and earned media with at least one (1) newspaper, television, social media or radio presentations.
Projected Expenditures for 4th Quarter: \$2,304.25

FY19 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Oxford/Oxford Police Department				
2. Subgrant Number: PT-2019-PT-22-51		3. Grant ID: 402 Police Traffic Services FY19		4. Beginning: October 1, 2018
5. Ending: September 30, 2019				
6. Activity: 402 Police Traffic Services Enforcement				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary	Officers over-time or regular time above and beyond normal work hours @ approx. \$30.80 x approx. 440 hours = \$13,552.00 Total Salaries = \$13,552.00	\$13,552.00		\$13,552.00
Contractual Services	Shipping/Handling: 1 x \$40.00 = \$40.00 Total Contractual Services = \$40.00	\$40.00		\$40.00
Equipment	Lidar: 1 x \$2,295.00 = \$2,295.00 Total Equipment = \$2,295.00	\$2,295.00		\$2,295.00

TOTALS	\$15,887.00		\$15,887.00
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**Mississippi Office of Highway Safety
MINUTE BOOK No. 82, CITY OF OXFORD**

FY19 Agreement of Understanding and Compliance

SAFEGUARD - DEMENT 62-1077

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

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

II. ON-SITE MONITORING AND EVALUATION

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

III. PROPERTY AGREEMENT

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

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

IV. STAFFING

Positions covered by this project that are 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 detailed activity documentation, as directed by MS Office of Highway Safety.

V. GENERAL PROJECT REQUIREMENTS

- Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
 - Out of State Travel - All federal funded out of state travel requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - All federal funded in state travel requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - Meals can only be claimed with an overnight hotel stay.
- The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- 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.
- 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.
- 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.
- Sub-Grantee must complete the Authorized Official or Local Government Resolution included within this Agreement, to accept on behalf of the agency that is represented in this Agreement for federal funding to

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defray the costs of the project described in the award. Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.

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

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

VI. UNALLOWABLE COST

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

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:

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

Examples of office furnishings and fixtures

- | | | |
|-------------|------------------|--------------------------|
| • Chair | • Bookcase | • Portable Partition |
| • Table | • Filing Cabinet | • Picture, Wall Clock |
| • Shelving | • Floor Covering | • Draperies and Hardware |
| • Coat Rack | • Office Planter | • Fixed Lighting/Lamp |
- Land (except for SAFETEA-LU Section 2010 and MAP-21 Section 405(f) motorcycle safety grant funds used to purchase a facility which includes the purchase of land upon which the facilities sit.)

B. Unallowable Equipment Costs:

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available for traffic signal preemption systems)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds (including MAP-21 Section 405(b) High Seat Belt Use Rate funds, 405(d) Ignition Interlock funds, 405(e) Distracted Driving funds, and 405(g) GDL funds, in which a State has been approved to use for any eligible project or activity under 23 USC 402). (23 CFR Part 1300.13(c)).
- Radars or other speed measuring devices using MAP-21 Section 405-Impaired Driving Countermeasures and SAFETEA-LU Section 410 Alcohol Impaired Driving Countermeasures grant funds.

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C. Unallowable Training Costs:

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

D. Program Administration:

- General costs of government. For States, local governments and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.474 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.

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

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

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transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

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

The Sub-Grantee—

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

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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.

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CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

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

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

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

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

Instructions for Lower Tier Certification

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

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

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

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

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

BUY AMERICA ACT

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

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

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

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

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

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

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

Coordination and High Visibility Enforcement (HVE) Participation Compliance

(Applies only to Law Enforcement Sub-Grantees)

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

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

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

DUI/Impaired Enforcement Compliance

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

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

1. Sub-Grantee **agrees and commits** to have the 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 **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
6. The Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

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

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

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

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

Audit Requirements:

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

- (a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- (b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific

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

STATE CERTIFICATION AND ASSURANCE

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

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

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

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

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

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

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

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

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

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ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

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

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

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

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

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

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

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

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

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

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

FOLLOWS:

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

(If Applicable)
DONE AND ORDERED IN OPEN MEETING BY _____
(Chairman of Board/Mayor)
Alderman/Councilperson _____ offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson _____ and, was duly adopted.

Date: _____
Attest: _____
By: _____
(Blue Ink)

Seal (City/County Seal is required)



OXFORD

PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Aldermen
From: Paige A. Barnum, Planner II
Date: August 7, 2018
Re: Third Reading and Vote for Modifications to the Historic Preservation Ordinance

Comments: The City's Historic Preservation Ordinance was established in 2000 to provide basic regulations that help protect the unique buildings and structures that have proven attractive to Oxford's residents, business interests, and tourists. As a matter of public policy the City aims to preserve, enhance, and perpetuate those aspects of the community having historical, cultural, architectural, and archaeological merit.

At the first reading of the proposed ordinance modifications on July 3, 2018, members of the Board recommended slight changes be made to the language regarding action on applications for a Certificate of Appropriateness (COA) for demolition. The proposed Ordinance initially read that applicants seeking a COA for demolition were to notify, in writing, by Certified Mail, all property owners within 300 feet of the applicant's lot. The language now reads that owners seeking a demolition COA must notify all property owners whose property *adjoins or confronts* the property subject to the demolition request.

At the second reading and public hearing for the ordinance modifications on July 17, 2018, no additional changes were proposed, nor did any member of the public come forward to discuss the ordinance update.

Both Staff and the City's Historic Preservation Commission believe the proposed modifications are consistent with existing ordinance which seeks to "[p]rotect, enhance and perpetuate resources that represent distinctive and significant elements of the city"; "strengthen civic pride and cultural stability through neighborhood conservation;" "stabilize the economy through the continued use, preservation, and revitalization of its resource"; "protect and enhance the city's attractions to tourists and visitors and the support and stimulus to business and industry"; and "provide a review process for the preservation and appropriate development of the city's resources" (Municipal Code Sec. 54-19. - Statement of Purpose).

The proposed modifications to the ordinance are as follows:

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Mississippi Office of Highway Safety Designation of Secondary Signatory Official

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

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

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

Organization Name: _____

Mailing Address: _____

City: _____ Zip Code: _____

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

Email Address: _____

Signature of Designated Secondary Signatory Official: _____

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

Signature: _____ Title: _____
(Authorizing Official)

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(Code 1968, § 14½-32; Ord. No. 2000-5, § 12, 3-7-2000)

- (2) If the above mailing procedure is not successful, notice shall be posted in a conspicuous protected place on the resource. If the owner fails to commence work within the time allotted as evidenced by a building permit, the commission shall notify the owner in the manner provided above to appear at a public hearing before the commission at a date, time, and place to be specified in said notice, which shall be mailed or posted at least 30 days before said hearing. For the purpose of insuring lawful notice, a hearing may be continued to a new date and time. The commission shall receive evidence on the issue of whether the subject resource should be repaired and the owner may present evidence in rebuttal thereto by neglect, it may direct the city-building-official Planning Director to bring misdemeanor charges against that owner.
- (1) By certified mail, restricted delivery, mailed to the last known address of the record owner as listed on the city and/or county tax rolls; or

Said notice shall be given as follows:

- (b) If the commission makes a preliminary determination that a resource is being demolished by neglect, it shall direct the city-building-official Planning Director to notify the owner of the resource of this preliminary determination, stating the reasons therefore, and shall give the owner of record 30 days from the date of mailing of such notice or the posting thereof on the property, whichever comes later, to commence work to correct the specific defects as determined by the commission. Said notice shall be given as follows:

(Code 1968, § 14½-29; Ord. No. 2000-5, § 9, 3-7-2000; Ord. No. 2002-8, § 1, 7-16-2002)

- demolition.
- (9) The issuance of a certificate of appropriateness shall not relieve an applicant for a building permit, special use permit, variance, or other authorization from compliance with any other requirement or provision of the laws of the city concerning zoning, construction, repair, or demolition.
- (10) In all cases of applications affecting national historic landmarks, at least two-thirds (six members of a nine-member board) of the members of the commission must approve a certificate of appropriateness in order for it to be granted.
- (8) Evidence of approval of the application shall be by Certificate of Appropriateness issued by the Commission and, whatever its decision, notice in writing of their decision shall be given to the applicant from the Planning Director.
- (9) In all cases of applications affecting national historic landmarks, at least two-thirds (six members of a nine-member board) of the members of the commission must approve a certificate of appropriateness in order for it to be granted.
- (10) The issuance of a certificate of appropriateness shall not relieve an applicant for a building permit, special use permit, variance, or other authorization from compliance with any other requirement or provision of the laws of the city concerning zoning, construction, repair, or demolition.
- (i) Applicants seeking a Certificate of Appropriateness for demolition must submit with their application materials a reason for the demolition request. If the application states that the structure proposed for demolition no longer retains its structural integrity, a structure condition report prepared by a licensed engineer must be included with the application submitted to the Planning Department.
- (ii) The applicant seeking a Certificate of Appropriateness for demolition must notify, in writing, by Certified Mail, all property owners whose property adjoins or confronts the property subject to the demolition request. The applicant must provide proof that the affected property owners have been notified.
- (8) Evidence of approval of the application shall be by Certificate of Appropriateness issued by the Commission and, whatever its decision, notice in writing of their decision shall be given to the applicant from the Planning Director.
- (9) In all cases of applications affecting national historic landmarks, at least two-thirds (six members of a nine-member board) of the members of the commission must approve a certificate of appropriateness in order for it to be granted.
- (10) The issuance of a certificate of appropriateness shall not relieve an applicant for a building permit, special use permit, variance, or other authorization from compliance with any other requirement or provision of the laws of the city concerning zoning, construction, repair, or demolition.

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Sec. 54-27. - Procedures for issuance of certificates of appropriateness.

Anyone desiring to take action requiring a certificate of appropriateness concerning a resource for which a permit, variance, or other authorization from either the ~~city building official~~ Planning Director or the city is also required, shall therefore make application in the form and manner required by the application for a certificate of appropriateness and shall include such additional information as may be required by the commission. After receipt of any such application, the ~~city building official~~ Planning Director shall be assured that the application is proper and complete. No building permit shall be issued by the city building official which affects a resource without a certificate of appropriateness. Thereafter, such application shall be reviewed in accordance with the following procedure:

- ~~(1)~~ When any such application is filed, the ~~city building official~~ shall immediately notify the commission chairman, or vice chairman if the chairman is unavailable, of the application having been filed.
- ~~(2)~~ (1) The applicant shall, upon request, have the right to a preliminary conference with a member of the commission or of the commission staff for the purpose of making any changes or adjustments to the application, which might be more consistent with the commission's standards. Applicants seeking a preliminary conference before the Commission must submit the request for a preliminary conference no later than five business days before the date of the regularly scheduled Commission meeting.
- ~~(3)~~ (2) Not later than 15 days before the date set for said hearing, the ~~city building official~~ Planning Director shall mail a notice thereof to the applicant at the address in the application and to all members of the commission.
- ~~(4)~~ (3) Notice of the time and place of said hearing shall be given by publication in a newspaper having general circulation in the city, or on the City's website, at least 15 days before such hearing and by posting such notice on the bulletin board in the front of the city hall. Notice of such hearing shall also be posted on the property for which such Certificate of Appropriateness is requested.
- ~~(5)~~ (4) At such hearing, the applicant for a certificate of appropriateness shall have the right to present any relevant evidence in support of the application. Likewise, the governing body shall have the right to present any additional relevant evidence in support of the application.
- ~~(6)~~ (5) The commission shall have the right to recommend changes and modifications to enable the applicant to meet the requirements of the commission.
- ~~(7)~~ (6) Action on Applications for Certificates of Appropriateness
 - (a) For non-demolition work, within not more than 21 days after the hearing on an application, the commission shall act upon it, either approving, denying, or deferring action until the next meeting of the commission, giving consideration to the factors set forth in section 54-26. Evidence of approval of the application shall be by certificate of appropriateness issued by the commission and, whatever its decision, notice in writing shall be given to the applicant and the ~~city building official~~.
 - (b) For demolition work, no Certificate of Appropriateness shall be issued for a period not to exceed 60 days in order to enable the Commission and Commission staff to explore options to preserve the building or structure. The 60 days shall begin to run on the date of the first hearing of the application by the Commission and may be extended for any additional period by mutual written agreement between the applicant and the department. This subsection shall not apply to applications for the demolition of any building or structure where

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Mississippi Office of Highway Safety
Designation of Secondary Signatory Official

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

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

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

Organization Name: _____

Mailing Address: _____

City: _____ Zip Code: _____

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

Email Address: _____

Signature of Designated Secondary Signatory Official: _____

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

Signature: _____ Title: _____
(Authorizing Official)

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OXFORD

PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Aldermen
From: Paige A. Barnum, Planner II
Date: August 7, 2018
Re: Third Reading and Vote for Modifications to the Historic Preservation Ordinance

Comments: The City's Historic Preservation Ordinance was established in 2000 to provide basic regulations that help protect the unique buildings and structures that have proven attractive to Oxford's residents, business interests, and tourists. As a matter of public policy the City aims to preserve, enhance, and perpetuate those aspects of the community having historical, cultural, architectural, and archaeological merit.

At the first reading of the proposed ordinance modifications on July 3, 2018, members of the Board recommended slight changes be made to the language regarding action on applications for a Certificate of Appropriateness (COA) for demolition. The proposed Ordinance initially read that applicants seeking a COA for demolition were to notify, in writing, by Certified Mail, all property owners within 300 feet of the applicant's lot. The language now reads that owners seeking a demolition COA must notify all property owners whose property *adjoins or confronts* the property subject to the demolition request.

At the second reading and public hearing for the ordinance modifications on July 17, 2018, no additional changes were proposed, nor did any member of the public come forward to discuss the ordinance update.

Both Staff and the City's Historic Preservation Commission believe the proposed modifications are consistent with existing ordinance which seeks to "[p]rotect, enhance and perpetuate resources that represent distinctive and significant elements of the city"; "strengthen civic pride and cultural stability through neighborhood conservation;" "stabilize the economy through the continued use, preservation, and revitalization of its resource"; "protect and enhance the city's attractions to tourists and visitors and the support and stimulus to business and industry"; and "provide a review process for the preservation and appropriate development of the city's resources" (Municipal Code Sec. 54-19. - Statement of Purpose).

The proposed modifications to the ordinance are as follows:

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(Ordinance 2018-)

ORDINANCE AMENDING SECTION 54 HISTORIC PRESERVATION, ARTICLE 2 PRESERVATION COMMISSION, IN THE CODE OF ORDINANCES OF THE CITY OF OXFORD, MISSISSIPPI

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

SECTION I. That Section 54 Historic Preservation of the Code of Ordinances, Oxford, Mississippi, is hereby amended to read as follows:

ARTICLE II. - PRESERVATION COMMISSION

Sec. 54-19. - Statement of purpose.

- (a) The city hereby recognizes that the city is known for unique qualities that have proven increasingly attractive to residents, business interests, and tourists.
- (b) As a matter of public policy, the city aims to preserve, enhance, and perpetuate those aspects of the city having historical, cultural, architectural, and archaeological merit. Such preservation activities will promote and protect the health, safety, prosperity, education, and general welfare of the people living in and visiting the city.
- (c) More specifically, this historic preservation chapter is designed to achieve the following goals:
 - (1) Protect, enhance and perpetuate resources that represent distinctive and significant elements of the city's historical, cultural, social, economic, political, archaeological, and architectural identity;
 - (2) Insure the harmonious, orderly, and efficient growth and development of the city;
 - (3) Strengthen civic pride and cultural stability through neighborhood conservation;
 - (4) Stabilize the economy through the continued use, preservation, and revitalization of its resources;
 - (5) Protect and enhance the city's attractions to tourists and visitors and the support and stimulus to business and industry thereby provided;
 - (6) Promote the use of resources for the education, pleasure, and welfare of the people;
 - (7) Provide a review process for the preservation and appropriate development of the city's resources.

Sec. 54-20. - Definitions.

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

Alteration means any change to a resource because of construction, repair, maintenance, or other means. Alterations shall include painting of previously unpainted brick, repointing of brickwork and sandblasting.

Applicant means the owner of record of a resource the lessee thereof with the approval of the owner of record in notarized form or a person holding a bona fide contract to purchase a resource.

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Appurtenance means an accessory to a building, structure, object, or site, including, but not limited to, walls, fences, light fixtures, steps, paving, sidewalks, shutters, awnings, solar panels, satellite dishes, and signs.

Building means a structure created to shelter any form of human activity, such as a house, garage, barn, church, hotel, or similar structure.

Certificate of appropriateness means a document evidencing the approval of the commission for work proposed by an applicant.

Certified local government (CLG) means a federal program authorized by the National Historic Preservation Act, 16 USC 470 et seq., that provides for the participation of local governments in a federal/state/local government preservation partnership. The federal law directs the state historic preservation officer and the Secretary of the Interior to certify local governments to participate in this partnership. Specific state requirements for the program are published in "State of Mississippi, Guidelines and Regulations of the Certified Local Government Program."

Commission means the Oxford Historic Preservation Commission and the courthouse square historic preservation commission, local historic preservation commissions created pursuant to MCA 1972, § 39-13-5.

Construction means the addition or placement of any improvement to a resource.

Demolition means the complete or partial removal of a building, structure, object, or site, including landscape features.

Demolition by neglect means improper maintenance or lack of maintenance of any resource, which results in substantial deterioration of the resource and threatens its continued preservation.

Exterior features means and includes, but not be limited to the kind and texture of the building material and the type and style of all windows, doors and appurtenances.

Improvement means additions to or new construction on landmarks or landmark sites, including, but not limited to, buildings structures, objects, landscape features, and manufactured units, like mobile homes, carports, and storage buildings.

Landmark means a building, structure, or object, and its historically associated land or other appropriate setting, designated by the commission and approved by the city through an ordinance, which possesses particular architectural, cultural, or historic significance by meeting at least one of the following criteria source:

- (1) Exemplifies or reflects the broad cultural, political, economic, or social history of the nation, region, state, county, or city;
- (2) Is identified with historic personages or with important events in national, state, or local history;
- (3) Embodies distinguishing characteristics of a landscape type or is a specimen inherently valuable for the study of a period, style of a period, style, method of construction, or use of indigenous materials or craftsmanship; or
- (4) Is representative of the notable work of a master builder, designer, or architect whose individual ability has been recognized or who influenced his age.

Landmark site means an unimproved or improved parcel of ground designated by the commission and approved by the city through an ordinance, which possesses particular archaeological, architectural,

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Sec. 54-27. - Procedures for issuance of certificates of appropriateness.

Anyone desiring to take action requiring a certificate of appropriateness concerning a resource for which a permit, variance, or other authorization from either the ~~city building official~~ Planning Director or the city is also required, shall therefore make application in the form and manner required by the application for a certificate of appropriateness and shall include such additional information as may be required by the commission. After receipt of any such application, the ~~city building official~~ Planning Director shall be assured that the application is proper and complete. No building permit shall be issued by the city building official which affects a resource without a certificate of appropriateness. Thereafter, such application shall be reviewed in accordance with the following procedure:

- ~~(1)~~ When any such application is filed, the ~~city building official~~ shall immediately notify the commission chairman, or vice chairman if the chairman is unavailable, of the application having been filed.
- ~~(2)~~ (1) The applicant shall, upon request, have the right to a preliminary conference with a member of the commission or of the commission staff for the purpose of making any changes or adjustments to the application, which might be more consistent with the commission's standards. Applicants seeking a preliminary conference before the Commission must submit the request for a preliminary conference no later than five business days before the date of the regularly scheduled Commission meeting.
- ~~(3)~~ (2) Not later than 15 days before the date set for said hearing, the ~~city building official~~ Planning Director shall mail a notice thereof to the applicant at the address in the application and to all members of the commission.
- ~~(4)~~ (3) Notice of the time and place of said hearing shall be given by publication in a newspaper having general circulation in the city, or on the City's website, at least 15 days before such hearing and by posting such notice on the bulletin board in the front of the city hall. Notice of such hearing shall also be posted on the property for which such Certificate of Appropriateness is requested.
- ~~(5)~~ (4) At such hearing, the applicant for a certificate of appropriateness shall have the right to present any relevant evidence in support of the application. Likewise, the governing body shall have the right to present any additional relevant evidence in support of the application.
- ~~(6)~~ (5) The commission shall have the right to recommend changes and modifications to enable the applicant to meet the requirements of the commission.
- ~~(7)~~ (6) Action on Applications for Certificates of Appropriateness
 - (a) For non-demolition work, within not more than 21 days after the hearing on an application, the commission shall act upon it, either approving, denying, or deferring action until the next meeting of the commission, giving consideration to the factors set forth in section 54-26. ~~Evidence of approval of the application shall be by certificate of appropriateness issued by the commission and, whatever its decision, notice in writing shall be given to the applicant and the city building official.~~
 - (b) For demolition work, no Certificate of Appropriateness shall be issued for a period not to exceed 60 days in order to enable the Commission and Commission staff to explore options to preserve the building or structure. The 60 days shall begin to run on the date of the first hearing of the application by the Commission and may be extended for any additional period by mutual written agreement between the applicant and the department. This subsection shall not apply to applications for the demolition of any building or structure where

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demolition is necessary to remedy conditions imminently dangerous to life, health or property 82-1077

as determined in writing by the City Building Official or Fire Department.

(i) Applicants seeking a Certificate of Appropriateness for demolition must submit with their application materials a reason for the demolition request. If the application states that the structure proposed for demolition no longer retains its structural integrity, a structure condition report prepared by a licensed engineer must be included with the application submitted to the Planning Department.

(ii) The applicant seeking a Certificate of Appropriateness for demolition must notify, in writing, by Certified Mail, all property owners within 300 feet of the request for demolition approval from the Commission whose property adjoins or confronts the property subject to the demolition request. The applicant must provide proof that the affected property owners have been notified.

(8) Evidence of approval of the application shall be by Certificate of Appropriateness issued by the Commission and, whatever its decision, notice in writing of their decision shall be given to the applicant from the Planning Director.

~~(8)~~ (9) In all cases of applications affecting national historic landmarks, at least two-thirds (six members of a nine-member board) of the members of the commission must approve a certificate of appropriateness in order for it to be granted.

~~(9)~~ (10) The issuance of a certificate of appropriateness shall not relieve an applicant for a building permit, special use permit, variance, or other authorization from compliance with any other requirement or provision of the laws of the city concerning zoning, construction, repair, or demolition.

(Code 1968, § 14½-29; Ord. No. 2000-5, § 9, 3-7-2000; Ord. No. 2002-8, § 1, 7-16-2002)

Sec. 54-30. - Demolition by neglect.

(b) If the commission makes a preliminary determination that a resource is being demolished by neglect, it shall direct the ~~city building official~~ Planning Director to notify the owner of the resource of this preliminary determination, stating the reasons therefore, and shall give the owner of record 30 days from the date of mailing of such notice or the posting thereof on the property, whichever comes later, to commence work to correct the specific defects as determined by the commission. Said notice shall be given as follows:

- (1) By certified mail, restricted delivery, mailed to the last known address of the record owner as listed on the city and/or county tax rolls; or
- (2) If the above mailing procedure is not successful, notice shall be posted in a conspicuous, protected place on the resource. If the owner fails to commence work within the time allotted as evidenced by a building permit, the commission shall notify the owner in the manner provided above to appear at a public hearing before the commission at a date, time, and place to be specified in said notice, which shall be mailed or posted at least 30 days before said hearing. For the purpose of insuring lawful notice, a hearing may be continued to a new date and time. The commission shall receive evidence on the issue of whether the subject resource should be repaired and the owner may present evidence in rebuttal thereto by neglect, it may direct the ~~city building official~~ Planning Director to bring misdemeanor charges against that owner.

(Code 1968, § 14½-32; Ord. No. 2000-5, § 12, 3-7-2000)

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geological, or historic significance. A landmark site differs from a landmark in that the physical location, not the building, structure, or object, possesses primary significance. For the purposes of this article, a landmark site encompasses prehistoric or historic sites on unimproved or improved land. Landmark sites meet at least one of the following criteria:

- (1) Exemplifies or reflects the broad cultural, political, economic, or social history of the nation, region, state, county, or city;
- (2) Is identified with historic personages or with important events in national, regional, state, or local history; or
- (3) Embodies distinguishing characteristics of a architectural type or is a specimen inherently valuable for the study of a period, style, method of construction, or use of indigenous materials or craftsmanship.

Landscape means any improvement including out buildings, walls, courtyards, fences, swimming pools, planters, gates, street furniture, exterior lighting, and site improvements, including but not limited to, subsurface alterations, site regrading, fill deposition, and paving.

National historic landmark means a district, site, building, structure, and/or object that has been formally designated as a national historic landmark by the Secretary of the Interior and possesses exceptional value or quality in illustrating or interpreting the heritage of the United States in history, architecture, archaeology, engineering, and culture and that possesses a high degree of integrity of location, design, setting, materials, workmanship, feeling, and association. National historic landmarks are automatically listed in the National Register.

National Register of Historic Places means a federal list of cultural resources worthy of preservation, authorized under the National Historic Preservation Act of 1966 as part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect the nation's historic and archaeological resources. The National Register program is administered by the commission, by the state historic preservation office, and by the National Park Service under the Department of the Interior. Significant federal benefits may accrue to owners of properties listed or determined eligible for listing in the National Register.

Object means a material thing of functional, cultural, historical, or scientific value that may be, by nature or design, movable, yet related to a specific setting or environment.

Ordinary repair or maintenance means work done to prevent deterioration of a resource or any part thereof by returning the resource to its condition prior to such deterioration, decay, or damage. Ordinary repair or maintenance includes repainting.

Owner of record means the owner of a parcel of land, improved or unimproved, reflected on the city tax roll and in county deed records.

Preservation district means a district designated by the commission and approved by the city through an ordinance, which contains a geographically definable area, urban or rural, possessing a significant concentration of sites, buildings, structures, or objects associated by past events or by plan or physical development, and which meets at least one of the following criteria:

- (1) Exemplifies or reflects the broad cultural, political, economic, or social history of the nation, state, county, or city;
- (2) Is identified with historic personages or with important events in national, state, or local history;

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(3) Embodies distinguishing characteristics of architectural types or contains examples inherently

valuable for the study of periods, styles, methods of construction, or uses of indigenous materials or craftsmanship; or

- (4) Is representative of the notable work of master builders, designers, or architects whose individual abilities have been recognized or who influenced their eras.

Relocation means any changes in the location of a building, object, or structure in its present setting or to another setting.

Resource means parcels located within preservation districts, individual landmarks, and landmark sites, regardless of whether such sites are presently improved or unimproved. Resources can be both separate buildings, districts, structures, sites, and objects and related groups thereof.

Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings means a federal document stating standards and guidelines for the appropriate rehabilitation and preservation of historic buildings.

Site means the location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined, or vanished, where the location itself maintains historical or archaeological value regardless of the value of any existing buildings, or objects.

State historic preservation office means the historic preservation division of the state department of archives and history.

State historic preservation officer means the director of the state department of archives and history.

Structure means a work made up of interdependent and interrelated parts in a definite pattern of organization constructed by man. The term includes, but is not limited to engineering projects, earthworks, boats, barges and bridges.

Sec. 54-21. - Composition and terms.

- (a) By virtue of MCA 1972, § 39-13-5, the city is authorized to create one or more local historic preservation commissions to preserve, promote, and develop the city's historical resources and to advise the city on the designation of preservation districts, landmarks, and landmark sites and to perform such other functions as may be provided by law.
- (b) There is hereby created the Oxford Historic Preservation Commission and the courthouse square historic preservation commission. The courthouse square historic preservation commission shall be responsible for administration of the Historic Preservation Ordinance and associated design guidelines within the courthouse square historic district and the city historic preservation commission shall be responsible for administration of the Historic Preservation Ordinance and associated design guidelines for all other existing and proposed districts, landmarks and landmark sites outside of the courthouse square historic district.
- (c) All members of both the city historic preservation commission and the courthouse square historic preservation commission are appointed by the city and shall serve at the will and pleasure of the city. The city historic preservation commission shall consist of nine members and the courthouse square historic preservation commission shall consist of seven members. All commission members shall be residents of the city; however, a majority of the courthouse square historic preservation commission shall own property within the courthouse square historic preservation district. If after required public notice and after an additional 30-day documented good faith effort, the city has

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been unsuccessful in locating residents of the city to serve on the commissions, the city may appoint individuals who own property within the boundary of the city or are in the service of an employer located within the boundary of the city, or both.

- (1) The initial appointment of the city historic preservation commission members by the city shall include three members having a term of three years, three members having a term of two years, and three members having a term of one year; thereafter, all appointments shall be for a period of three years.
- (2) The initial appointment of the courthouse square historic preservation commission members by the city shall include three members having a term of three years, three members having a term of two years, and one member having a term of one year; thereafter, all appointments shall be for a period of three years.
- (3) Commission members shall have a demonstrated knowledge of or interest, competence, or expertise in historic preservation. To the extent available in the community, the city may, in its discretion appoint professional members from the primary historic preservation-related disciplines interior design, landscape design, construction, law, real estate appraisal, and other related or appropriate fields. In conformity with the "State of Mississippi, Guidelines and Regulations for the Certified Local Government Program," the city shall document a "good faith effort" to locate professionals to serve on the commission before appointing lay members.

State Law reference— Municipal power to create local historic preservation commission, MCA 1972, § 39-13-3; powers and duties of historic preservation commission, MCA 1972, § 39-13-5.

Sec. 54-22. - Powers of the commission.

In order to preserve, promote, and develop the distinctive appearance and the historic resources of the city and to accomplish the purposes set forth in MCA 1972, § 39-13-5, and in this article:

- (1) The commission shall conduct, or cause to be conducted, a continuing study and survey of resources within the city.
- (2) The commission shall hold public hearings and make recommendations to the mayor and board of aldermen for the adoption of chapters designating preservation districts, landmarks, and landmark sites and final designation shall rest with the mayor and board. In order to establish a preservation district, the commission shall present a plat of contiguous parcels to be included in the district. All properties presently listed in the national register of historic places and located within the jurisdiction, whether publicly or privately owned, will be considered for designation as landmarks, landmark sites, and preservation districts, whichever category is appropriate, with suitable boundaries which shall be similar to but not smaller than the boundaries for national register purposes.
- (3) The commission shall review applications proposing construction, alteration, demolition, or relocation of any resource located in a historic district.
- (4) The commission shall grant or deny certificates of appropriateness (within the rules and regulations of city zoning and building codes and within the guidelines established by the commission). The commission may grant certificates of appropriateness contingent upon the acceptance by the applicant of specified conditions, which conditions shall comply with the previous mentioned city codes and commission guidelines.

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- (5) The commission shall not consider interior arrangements of buildings and structures except that it shall advise the state department of archives and history on questions relating to the interiors of publicly owned resources.
- (6) The commission, subject to the requirements of the city, is authorized to apply for, receive, hold and spend funds from private and public sources, in addition to appropriations made by the city for the purpose for carrying out the provisions of this chapter.
- (7) The commission, subject to the requirements of the city, is authorized to employ such staff or contract with technical experts or other persons as may be required for the performance of its duties and to obtain the equipment, supplies, and other materials necessary for its effective operation.
- (8) The commission is authorized, solely in the performance of its official duties and only at reasonable times, to enter upon private land for the examination or survey thereof. No member, employee, or agent of the commission shall enter any private dwelling or structure without the express consent of the owner of record or occupant thereof.

Sec. 54-23. - Rules of procedure.

To fulfill the purposes of this article and carry out the provisions contained herein:

- (1) Annually the commission shall elect from its membership a chairman and vice-chairman. It shall select a secretary from its membership or its staff. If neither the chairman nor the vice-chairman attends a particular meeting, the remaining members shall select an acting chairman from the members in attendance at such meeting.
- (2) The commission shall develop and adopt rules of procedure, which shall govern the conduct of its business, subject to the approval of the city. Such rules of procedure shall be a matter of public record.
- (3) The commission shall develop design review guidelines for determining appropriateness as generally set forth in section 54-26. Such criteria shall insofar as possible be consistent with local, state, and federal guidelines and regulations, including, but not limited to, building safety and fire codes and the Secretary of the Interior's Standards for Rehabilitation.
- (4) The commission shall keep minutes and records of all meetings and proceedings including voting records, attendance, resolutions, findings, determinations, and decisions. All such material shall be a matter of public record to be kept in the planning and development department.
- (5) The commission shall establish its own regular meeting time; however, the first meeting shall be held within 30 days of the initial appointment of the commission by the city and regular meetings shall be scheduled monthly unless no applications are brought before the commission; in which case, a regular monthly meeting may be canceled by the chairman or any two members; however, the commission must conduct a regular meeting at least once every three months. The chairman or any two members may call a special meeting to consider an urgent matter.
- (6) Notices to individual property owners of a proposed historic landmark or in a proposed preservation district shall be by certified mail.

Sec. 54-24. - Designation of landmarks, landmark sites, and historic districts.

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By ordinance, the city may establish landmarks, landmark sites, and preservation districts within the area of its jurisdiction. Such landmarks, landmark sites, or preservation districts shall be designated following the criteria as specified in this section.

- (1) The commission shall initiate a continuing and thorough investigation of the archaeological, architectural, cultural, and historic significance of the city's resources. The findings shall be collected in a cohesive format, made a matter of public record, and made available for public inspection. The commission shall work toward providing complete documentation for previously designated preservation districts, which would include:
 - a. An inventory of all property within the boundary of the district, with photographs of each building and an evaluation of its significance to the district. Building evaluations are to be used only as a reference or guide and shall not be used as the determining factor for issuing or denying a certificate of appropriateness.
 - b. An inventory, which would be in a format consistent with the statewide inventory format of the historic preservation division of the state department of archives and history. The commission shall advise the city on the designation of preservation districts, landmarks, or landmark sites and submit or cause to be prepared chapters to make such designation.
- (2) A resource may be nominated for designation upon motion of a majority of the commission or by an organization interested in historic preservation or by an owner of the property being nominated. A nomination shall contain information as specified by the commission. The commission must reach a decision on whether to recommend a proposed nomination to the city within six months in the case of a preservation district and two months in the case of either a landmark or landmark site.
- (3) If the commission votes to recommend to the city the designation of a proposed resource, it shall promptly forward to the city its recommendation, in writing, together with an accompanying file.
- (4) The commission's recommendations to the city for designation of a preservation district shall be accompanied by:
 - a. A map of the preservation district that clearly delineates the boundaries.
 - b. A verbal boundary description and justification.
 - c. A written statement of significance for the proposed preservation district.
- (5) No preservation district or landmark or landmark sites shall be designated until the state department of archives and history, acting through such agent or employee as may be designated by its director, shall have made an analysis of, and recommendations concerning, the proposed district boundaries. Failure of the department to submit its analysis and recommendations to the city within 60 days after a written request for such analysis has been mailed, shall relieve the city of any responsibility for awaiting such analysis and the city may at any time thereafter take any necessary action to adopt or amend its chapter.
- (6) The city shall conduct a public hearing, after notice, to discuss the proposed designation and boundaries thereof. A notice of the hearing shall be published once a week for at least three consecutive weeks in at least one newspaper published in the city. If a newspaper is not published in the city, then the notice shall be published in a paper published in the county. The first publication of such resolution shall be made not less than 21 days prior to the date fixed

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in the resolution for the public hearing and the last publication shall be made not more than seven days prior to such date. STATE COMPLETION 65-1077

- (7) Within 60 calendar days after the public hearing held in connection herewith, the city shall adopt the ordinance creating the district as proposed, reject it entirely, or adopt the ordinance with modifications.
- (8) Furthermore, the commission shall notify, as soon as is reasonably possible, the appropriate state, county, and municipal agencies of the official designation of all landmarks, landmark sites, and preservation districts. An updated list and map shall be maintained by such agencies and made available to the public.
- (9) Within any area nominated by the historic preservation commission for historic district designation, no structure or dwelling shall be moved, destroyed or otherwise materially altered and only building permits for interior renovations shall be issued until a determination regarding the creation of such proposed historic district has been finally acted upon by the mayor and board of aldermen, or if approved by the board of aldermen, until the effective date of the ordinance from which this section is derived establishing the district, pursuant to the procedures set out for such action in this section.

State Law reference— Designation of historic districts and landmarks, MCA 1972, § 39-13-11.

Sec. 54-25. - Certificates of appropriateness.

If a building permit or other authorization from either the city building official or the city is required, no exterior feature of any resource shall be altered, relocated, or demolished until an application for a certificate of appropriateness of such work has been approved by the commission. Even if a building permit or other authorization is not required, no construction which affects an exterior feature; exterior alteration; relocation; or demolition of any resource; other than for repainting, minor repair, or routine maintenance; shall be undertaken until an application for a certificate of appropriateness for such work has been approved by the commission. Therefore:

- (1) The commission shall serve as a review body with the power to make recommendations to the building official and to approve or deny applications for certificates of appropriateness.
- (2) In approving and denying applications for certificates of appropriateness, the commission shall seek to accomplish the purposes of this article.
- (3) A certificate of appropriateness shall not be required for work that is ordinary repair or maintenance of any resource.
- (4) All decisions of the commission shall be in writing and shall state the findings of the commission, its recommendations, and the reasons thereof.

State Law reference— Issuance of certificates of appropriateness, MCA 1972, § 39-13-13.

Sec. 54-26. - Criteria for issuance of certificates of appropriateness.

The commission and the city shall use the following criteria in granting or denying certificate of appropriateness:

- (1) General factors.

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- a. Architectural design of existing building, structure, or appurtenance and proposed alteration;
 - b. Historical significance of the resource;
 - c. General appearance of the resource;
 - d. Condition of the resource;
 - e. Materials composing the resource;
 - f. Size of the resource;
 - g. The relationship of the above factors to, and their effect upon, the immediate surroundings and, if within a preservation district, upon the district as a whole and its architectural, historical character and integrity.
- (2) New construction.
- a. In advance of new construction, steps shall be taken to ensure evaluation of possible archaeological resources, as set forth in the Mississippi Antiquities Act (MCA 1972, § 39-7-1 et seq.).
 - b. The following aspects of new construction shall be visually compatible with the buildings and environment with which the new construction is visually related, including but not limited to the height, the gross volume, the proportion between width and height of the facades, the proportions and relationship between doors and windows, the rhythm of solids to voids created by openings in the facade, the materials, the textures, the patterns, the trims, and the design of the roof.
 - c. Existing rhythm created by existing building masses and spaces between them shall be preserved.
 - d. The landscape plan shall be compatible with the resource, and it shall be visually compatible with the environment with which it is visually related. Landscaping shall also not prove detrimental to the fabric of a resource, or adjacent public or private improvements like sidewalks and walls.
 - e. No specific architectural style shall be required.
- (3) Exterior alteration.
- a. All exterior alterations (other than painting) to a building, structure, object, site, or landscape feature which require a certificate of appropriateness shall be compatible with the resources itself and other resources with which it is related, as is provided in subsections (1) and (2) of this section; and the original design of a building, structure, object, or landscape feature shall be considered in applying these standards.
 - b. Exterior alterations shall not affect the architectural character or historic quality of a landmark and shall not destroy the significance of landmark sites.
- (4) In considering any application for the demolition of a landmark or a resource within a preservation district, the following shall be considered:
- a. The commission shall consider the individual, architectural, cultural, and/or historical significance of the resource.

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b. ~~The commission shall consider the importance or contribution of the resource to the~~
architectural character of the district.

- c. The commission shall consider the importance or contribution of the resource to neighboring property values.
- d. The commission shall consider the difficulty or impossibility to reproducing such a resource because of its texture, design, material, or detail.
- e. For commercially zoned property, the commission may issue a certificate of appropriateness for demolition without requiring a simultaneous certificate of appropriateness for new construction after evaluating the historic resource inventory, considering a recommendation from the historic preservation consultant or city planning official and finding each of the following elements:
 - 1. The resource is not individually, architecturally, culturally, and/or historically significant.
 - 2. The resource does not contribute to the architectural character of the district.
 - 3. The removal of the resource will not negatively impact neighboring property values.
 - 4. The resource is not difficult or impossible to reproduce because of its texture, design, material, detail, or unique character.
 - 5. The removal of the resource will not impact the structural integrity or character of the surrounding structures.
 - 6. The removal of the resource does not alter or diminish the statement of significance for the establishment of the preservation district where the property is located.

A landscape plan must be approved by the planning department prior to issuance of the demolition permit if a permit for new construction is not issued simultaneously. Maintenance of the landscape improvements shall be the responsibility of the property owner. In addition, the property owner shall post a landscape bond, certified check, or a letter of credit to the City of Oxford for an amount no less than 100 percent of the estimated cost of procuring, installing, and maintaining for a period not less than 18 months the proposed landscape improvements as approved by the director of planning and development.

- f. For property that is not commercially zoned, no application for demolition shall be considered without the simultaneous submission of an application for a certificate of appropriateness for new construction unless the following conditions are met:
 - 1. The commission makes each of the findings set forth in subsection (f) above;
 - 2. The applicant submits a landscape plan and landscape bond as described in subsection (f) above. Maintenance of the landscape improvements shall be the responsibility of the property owner; and
 - 3. The applicant submits to the office of the director of planning and development a restrictive covenant prohibiting any construction on the subject property for a period of 48 months from the date of demolition. Such covenant shall be filed with the Lafayette County Chancery Clerk before any demolition permit may be issued.

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- g. When the commission recommends approval of demolition of a resource, a permit shall not be issued until all plans for the site have received approval from all appropriate city boards, commissions, department and agencies.

Sec. 54-27. - Procedures for issuance of certificates of appropriateness.

Anyone desiring to take action requiring a certificate of appropriateness concerning a resource for which a permit, variance, or other authorization from either the ~~city building official~~ Planning Director or the city is also required, shall therefore make application in the form and manner required by the application for a certificate of appropriateness and shall include such additional information as may be required by the commission. After receipt of any such application, the ~~city building official~~ Planning Director shall be assured that the application is proper and complete. No building permit shall be issued by the city building official which affects a resource without a certificate of appropriateness. Thereafter, such application shall be reviewed in accordance with the following procedure:

- ~~(1) When any such application is filed, the city building official shall immediately notify the commission chairman, or vice chairman if the chairman is unavailable, of the application having been filed.~~
- ~~(2)~~ (1) The applicant shall, upon request, have the right to a preliminary conference with a member of the commission or of the commission staff for the purpose of making any changes or adjustments to the application, which might be more consistent with the commission's standards. Applicants seeking a preliminary conference before the Commission must submit the request for a preliminary conference no later than five business days before the date of the regularly scheduled Commission meeting.
- ~~(3)~~ (2) Not later than 15 days before the date set for said hearing, the ~~city building official~~ Planning Director shall mail a notice thereof to the applicant at the address in the application ~~and to all members of the commission.~~
- ~~(4)~~ (3) Notice of the time and place of said hearing shall be given by publication in a newspaper having general circulation in the city, or on the City's website, at least 15 days before such hearing ~~and by posting such notice on the bulletin board in the front of the city hall.~~ Notice of such hearing shall also be posted on the property for which such Certificate of Appropriateness is requested.
- ~~(5)~~ (4) At such hearing, the applicant for a certificate of appropriateness shall have the right to present any relevant evidence in support of the application. Likewise, the governing body shall have the right to present any additional relevant evidence in support of the application.
- ~~(6)~~ (5) The commission shall have the right to recommend changes and modifications to enable the applicant to meet the requirements of the commission.
- ~~(7)~~ (6) Action on Applications for Certificates of Appropriateness
 - (a) For non-demolition work, within not more than 21 days after the hearing on an application, the commission shall act upon it, either approving, denying, or deferring action until the next meeting of the commission, giving consideration to the factors set forth in section 54-26. ~~Evidence of approval of the application shall be by certificate of appropriateness issued by the commission and, whatever its decision, notice in writing shall be given to the applicant and the city building official.~~

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(b) For demolition work, no Certificate of Appropriateness shall be issued for a period not to exceed 60 days in order to enable the Commission and Commission staff to explore options to preserve the building or structure. The 60 days shall begin to run on the date of the first hearing of the application by the Commission and may be extended for any additional period by mutual written agreement between the applicant and the department. This subsection shall not apply to applications for the demolition of any building or structure where demolition is necessary to remedy conditions imminently dangerous to life, health or property as determined in writing by the City Building Official or Fire Department. ORD. 62-1077

exceed 60 days in order to enable the Commission and Commission staff to explore options to preserve the building or structure. The 60 days shall begin to run on the date of the first hearing of the application by the Commission and may be extended for any additional period by mutual written agreement between the applicant and the department. This subsection shall not apply to applications for the demolition of any building or structure where demolition is necessary to remedy conditions imminently dangerous to life, health or property as determined in writing by the City Building Official or Fire Department.

(i) Applicants seeking a Certificate of Appropriateness for demolition must submit with their application materials a reason for the demolition request. If the application states that the structure proposed for demolition no longer retains its structural integrity, a structure condition report prepared by a licensed engineer must be included with the application submitted to the Planning Department.

(ii) The applicant seeking a Certificate of Appropriateness for demolition must notify, in writing, by Certified Mail, all property owners within 300 feet of the request for demolition approval from the Commission whose property adjoins or confronts the property subject to the demolition request. The applicant must provide proof that the affected property owners have been notified.

(8) Evidence of approval of the application shall be by Certificate of Appropriateness issued by the Commission and, whatever its decision, notice in writing of their decision shall be given to the applicant from the Planning Director.

~~(8)~~ (9) In all cases of applications affecting national historic landmarks, at least two-thirds (six members of a nine-member board) of the members of the commission must approve a certificate of appropriateness in order for it to be granted.

~~(9)~~ (10) The issuance of a certificate of appropriateness shall not relieve an applicant for a building permit, special use permit, variance, or other authorization from compliance with any other requirement or provision of the laws of the city concerning zoning, construction, repair, or demolition. (Code 1968, § 14½-29; Ord. No. 2000-5, § 9, 3-7-2000; Ord. No. 2002-8, § 1, 7-16-2002)

Sec. 54-28. - Appeals.

The applicant who desires to appeal a decision by the commission shall file an appeal to the director of planning who will forward this appeal to the mayor and board of aldermen for presentation at their next regularly scheduled meeting, through the city clerk as provided by law. Any local property owner or organization aggrieved or damaged by a decision of the commission may appeal in the same manner as the applicant.

Sec. 54-29. - Minimum maintenance requirements.

In order to insure the protective maintenance of resources, the exterior features of such properties shall be maintained to meet the requirements of the city's minimum housing code and the city's building code.

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Sec. 54-30. - Demolition by neglect.

- (a) Any resource which is a landmark and all resources within a preservation district shall be preserved by the owner or such other person or persons as may have the legal custody or control thereof against decay, deterioration, and free from unreasonable structural defects. The owner or other person having legal custody and control thereof shall repair such resource if it is found to have one or more of the following defects:
 - (1) Deterioration to the extent that it creates or permits a hazardous or unsafe condition as determined by the city's building inspector.
 - (2) Deterioration, as determined by the building inspector, of a building characterized by one or more of the following:
 - a. Those buildings, which have parts thereof, which are so attached that they may fall and injure persons or property;
 - b. Deteriorated or inadequate foundations;
 - c. Defective or deteriorated floor supports or floor supports inefficient to carry imposed loads with safety;
 - d. Members of walls or other vertical supports that split, lean, list, or buckle due to defective material, workmanship, or deterioration;
 - e. Members of walls or other vertical supports that are insufficient to carry imposed loads with safety;
 - f. Members of ceilings, roofs, ceiling and roof supports, or other horizontal members, which sag, split, or buckle due to defective material, workmanship, or deterioration;
 - g. Members of ceilings, roofs, ceiling and roof supports, or other horizontal members that are insufficient to carry imposed loads with safety;
 - h. Fireplaces or chimneys which list, bulge, or settle due to defective material, workmanship, or deterioration; or
 - i. Any faults, defect, or condition in the building, which renders the same structurally unsafe or not properly watertight.
- (b) If the commission makes a preliminary determination that a resource is being demolished by neglect, it shall direct the ~~city building official~~ Planning Director to notify the owner of the resource of this preliminary determination, stating the reasons therefore, and shall give the owner of record 30 days from the date of mailing of such notice or the posting thereof on the property, whichever comes later, to commence work to correct the specific defects as determined by the commission. Said notice shall be given as follows:
 - (1) By certified mail, restricted delivery, mailed to the last known address of the record owner as listed on the city and/or county tax rolls; or
 - (2) If the above mailing procedure is not successful, notice shall be posted in a conspicuous, protected place on the resource. If the owner fails to commence work within the time allotted as evidenced by a building permit, the commission shall notify the owner in the manner provided above to appear at a public hearing before the commission at a date, time, and place to be specified in said notice, which shall be mailed or posted at least 30 days before said hearing. For the purpose of insuring lawful notice, a hearing may be continued to a new date

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and time. The commission shall receive evidence on the issue of whether the subject resource should be repaired and the owner may present evidence in rebuttal thereto by neglect, it may direct the city building official Planning Director to bring misdemeanor charges against that owner.

State Law reference— Municipal power to adopt ordinance governing "demolition by neglect," MCA 1972, § 39-13-15.

Sec. 54-31. - Public safety exclusion.

None of the provisions of this article shall be construed to prevent any action of construction, alteration, or demolition necessary to correct or abate the unsafe or dangerous condition of any resource, or part thereof, where such condition has been declared unsafe or dangerous by the city building official or the fire department and where the proposed actions have been declared necessary by such authorities to correct said condition; provided, however, that only such work as is necessary to correct the unsafe or dangerous condition may be performed pursuant to this section. In the event any resource designated as a landmark or located within a preservation district shall be damaged by fire or other calamity to such and extent that it cannot be repaired and restored, it may be removed in conformity with normal permit procedures and applicable laws, provided that:

- (1) The city building official concurs with the property owner that the resource cannot be repaired and restored and so notifies the commission in writing.
- (2) The preservation commission, if in doubt after receiving such notification from the city building official, shall be allowed time to seek outside professional expertise from the state historic preservation office and/or an independent structural engineer before issuing a certificate of appropriateness for the demolition. The commission may indicate, in writing, appropriateness for the demolition. The commission may indicate in writing, by letter, to the city building official that it will require a time period of up to 30 days for this purpose, and, upon such notification to the city building official, this section shall be suspended until the expiration of such a delay period.

Sec. 54-32. - Enforcement and penalties.

The following civil and criminal penalties may be imposed upon those persons found to have violated requirements or prohibitions contained within this article:

- (1) *Civil penalty.* Any person who constructs, alters, relocates, or demolishes any resource in violation of this article shall be required to restore the resource to its appearance or setting prior to the violation. Any action to enforce this provision shall be brought by the city upon the recommendation of the commission. This civil remedy shall be in addition to, and not in lieu of, any criminal prosecution and penalty.
- (2) *Criminal penalty.* Any person violating any provision of this article shall be guilty of a misdemeanor, and shall be deemed guilty of a separate violation for each day during which any violation hereof is committed. Upon conviction, each violation shall be punishable by a fine not to exceed \$1,000.00.

Sec. 54-33. - Appropriations.

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The city is authorized to make appropriations to the commission necessary for the expenses of the operation of the commission.

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Sec. 54-34. - Title to property acquired.

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All property acquired by funds appropriated by the city shall be acquired in the name of the city unless otherwise provided by the city. So long as owned by the city, properties may be maintained by or under the supervision and control of the city. However, all property acquired by the commission from funds other than those appropriated by the city may be acquired and held in the name of the commission, the city, or both. Whenever the commission shall hold title to properties in its own name, such properties shall be administered in accordance with this and other city ordinances.

Sec. 54-35. - Nonrestrictive clause.

- (a) Nothing in this article shall be construed to prevent the regulation or acquisition of property, improved or unimproved, by the state or any of its political subdivisions, agencies, or instrumentalities or by the United States of America or any of its political subdivisions, agencies, or instrumentalities.
- (b) Furthermore, the city hereby acknowledges that the Mississippi Antiquities Act (MCA 1972, § 39-7-1 et seq., as amended in 1983), provides for the sensitive treatment of publicly owned property, improved or unimproved, shown to possess certain architectural, historical, or archaeological significance, which are designed by the board of trustees of the state department of archives and history as state landmarks. Whenever the city proposes to rehabilitate, alter, or enlarge a state landmark (or proposes similar actions, which would affect a state landmark), the city shall submit its plans to the state department of archives and history for review and compliance.

Sec. 54-36. - Disqualification of members by conflicts of interest.

Because the city may possess few residents with experience in the individual fields of urban planning, American history, cultural geography, cultural anthropology, architecture, interior design, landscape design, construction, law, real estate appraisal and related fields, and in order not to impair such residents from practicing their trade for hire, members of the commission are allowed to contract their services to an applicant for a certificate of appropriateness, and, when doing so, must expressly disqualify themselves from the commission during all discussions for that application. In such cases, the city may, upon the request of the chairman of the commission or the vice-chairman in his stead, appoint a substitute member who is qualified in the same field as the disqualified member, and who will serve for that particular case only. If no qualified resident of the city is able to substitute for the disqualified member, the city may appoint, in this case only, a qualified substitute who must be a resident of Mississippi but who is not required to be a resident of Oxford. If any member of the commission must be disqualified due to a conflict of interest on a regular and continuing basis, the chairman or the vice-chairman, in his stead, shall encourage the member to resign his commission seat. Failing this resignation, and, if the commission member continues to enter into conflict of interest situations with the commission, the chairman or vice-chairman of the commission shall encourage the city to replace the member. Likewise, any member of the city historic preservation commission who has an interest in the property in question or in property within 300 feet of such a property, or is employed with a firm that has been hired to aid the applicant in any matter whatsoever, or who has any proprietary, tenancy, or personal interest in a matter to be considered by the commission shall be disqualified from participating in the consideration of any request for a certificate of appropriateness involving such a property. Furthermore, any member of the courthouse square preservation commission who has an interest in the property in question or in property that abuts the property in question, or is employed with a firm that has been hired to aid the applicant in any matter whatsoever, or who has any proprietary, tenancy, or personal interest in a matter to be considered by the commission shall be

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disqualified from participating in the consideration of any request for a certificate of appropriateness involving such a property. In such cases, a qualified substitute may be appointed as provided above.

Sec. 54-37. - Conflict with the Mississippi Antiquities Act.

All ordinances and part of ordinances in conflict with the Mississippi Antiquities Act (MCA 1972, § 39-7-1 et seq., as amended in 1983) are hereby repealed.

SECTION II. REPEALING CLAUSE

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

SECTION III. EFFECTIVE DATE

All ordinances shall take effect and be in force as provided by law.

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

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

APPROVED, this day the _____ of _____, 2018.

ROBYN TANNEHILL, MAYOR

ASHLEY ATKINSON, CITY CLERK

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OXFORD
PUBLIC WORKS

MEMORANDUM

To: Board of Alderman

From: Bart Robinson, P.E. Public Works Director/City Engineer
Reanna Mayoral, P.E., Assistant City Engineer *rym*
Steve Brunton, P.E., Special Projects Engineer

CC:

Date: August 7, 2018

Re: Second Reading and Public Hearing for Case #2320 – Consideration of Amendments to *Chapter 98, Article V Stormwater Management* of the Municipal Code.

Attached is a draft revision to Chapter 98, Article V of the Code of Ordinances regarding Stormwater Management, which has been updated to address comments received from the Mississippi-Alabama Sea Grant Legal Program (MASGLP) from the University of Mississippi School of Law and to address issues regarding heights of vertical walls and ownership mechanisms for stormwater facilities in various types of developments.

This ordinance was considered by the Ordinance Review Committee on May 17, 2018. The Planning Commission voted unanimously on July 9, 2018 to recommend the ordinance to the Board for approval (Case 2320). A copy of the Case File is also attached behind the current draft (7-27-18). Additional changes were provided to the Planning Commission at the meeting for consideration based on recommendations from council, were also approved and are attached with this memo. One comment was received from the public at the conclusion of the meeting regarding a typographical omission in Section 98-115.3, This error was corrected in the draft provided for consideration by the Board at the first reading on July 7, 2018.

The draft ordinance adds additional definitions, adds provisions for regional detention, adds requirements for construction of the stormwater system to be contiguous with development of the site, and attempts to address developments of small site and redevelopments of large sites. This ordinance also provides additional clarification on the design criteria for developing a stormwater management plan based on frequently asked questions and problems.

The following is a summary of substantial changes made by section of the ordinance since the first reading:

Section 98-112. APPLICABILITY

Specified that items 98-112.2 regarding new development with impervious area greater than 2000 square feet applies to commercial development (not single family residential)

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Section 98-115. MINIMUM REQUIREMENTS FOR DEVELOPMENT ACTIVITIES REGARDING STORMWATER

Expanded the title at the MASGLP's recommendation

Section 98-116. REQUIRED SUBMISSIONS TO THE CITY

Changed the title at the MASGLP's recommendation

Section 98-117. SUBMITTAL REQUIREMENTS

Incorporated previous section 98-120, Stormwater Management Operation, Inspection, and Maintenance Agreement, into this section as item 98-117.D. Revised language in 98-117.I regarding division of ownership for various types of developments

Section 98-118. PERFORMANCE CRITERIA FOR STORMWATER MANAGEMENT

Added new section as Section A with general criteria. Revised Sections 98-118.L and 98-118.N (formerly 98-118K and 98-118M) so that the use of vertical walls in detention or retention ponds would require a special exception. Removed the language regarding the use of wood materials for vertical walls in same section. Added requirement for emergency egress steps or ladders when vertical walls are used in detention ponds. Reorganized so that outlet control structures are a separate section (98-118.O) rather than discussed in each type of stormwater system.

Section 98-120. CONSTRUCTION, INSPECTION, AND FINAL CERTIFICATION OF A STORMWATER MANAGEMENT SYSTEM

Removed previous section 98-120, STORMWATER MANAGEMENT OPERATION, INSPECTION, AND MAINTENANCE AGREEMENT and relocated it to Section 98-117D.

Replaced with subsequent section, CONSTRUCTION, INSPECTION, AND FINAL CERTIFICATION OF A STORMWATER MANAGEMENT SYSTEM. All sections following were renumbered as well.

Added section 98-120.C regarding the City maintaining an electronic copy of stormwater plans, maintenance plans, certifications, and as-builts of projects at MASGLP recommendation.

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Ordinance No. 2018-

SAFEGUARD-DEMENT 62-1077

**STORMWATER MANAGEMENT ORDINANCE
AN ORDINANCE AMENDING ARTICLE V TO
CHAPTER 98 OF THE CODE OF ORDINANCES OF
CITY OF OXFORD, MISSISSIPPI, REGULATING THE
RUNOFF OR DISCHARGE OF STORMWATER
AND RAINWATER FROM PROPOSED DEVELOPMENTS
WITHIN THE CITY OF OXFORD AND REQUIREMENTS
FOR STORMWATER DETENTION AND RETENTION**

WHEREAS, continued commercial, industrial and residential development of property is desirable and beneficial to the City of Oxford; and,

WHEREAS, adequate drainage of existing developments and future developments is a necessary aim of the City of Oxford; and,

WHEREAS, development of any property for any purpose may affect the adequacy of drainage in surrounding areas; and,

WHEREAS, problems have arisen where development has increased the volume and velocity of stormwater runoff into existing drainage systems and facilities, and thereby taxed the abilities of the drainage systems and facilities to accommodate the increased quantity and rate of stormwater runoff; and,

WHEREAS, these problems have destroyed property, deteriorated existing drainage systems and necessitated private and public outlays of funds to remedy the problems; and,

WHEREAS, a reasonable balance must be struck whereby proposed development is encouraged but is also required to retain or detain stormwater runoff until existing drainage systems can accommodate the runoff; and,

WHEREAS, a stormwater management ordinance has been enacted by other municipalities which can effectuate such a balance; and,

WHEREAS, construction of the stormwater management facility in concert with the development of the site is of key importance to prevent adverse impacts to the adjoining property from increased volume and velocity and is in keeping with the intent and spirit of the stormwater ordinance; and,

WHEREAS, this Ordinance replaces the City of Oxford Ordinances No. 2014-28 that was adopted July 1, 2014, that amended Article V in its entirety; and -former Article V §§ 98-110 - 98-113 that pertained to similar material that was derived from the Code of 1968 §§ 25-38.11 - 25-38.14 and Ordinance No. 2000-6 that was adopted March 7, 2000.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Oxford, Mississippi: available:

1

DRAFT – Stormwater Management Ordinance

Revision Date: 7/9/27/2018

Stormwater Ordinance – PPC Sea Grant Comment Draft R.7.27.08[PW].docx

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Section 98-110. PURPOSE - STORMWATER MANAGEMENT ORDINANCE

The purpose of this ordinance is to protect, maintain, and enhance the public health, safety, environment, and general welfare by establishing minimum requirements and procedures to control the adverse effects of post-development stormwater runoff associated with new development and redevelopment.

This article seeks to meet those purposes through the following objectives:

Establish post-development stormwater management, site planning, and design criteria to protect natural resources from the direct impacts of the land development process, and to preserve and/or restore natural hydrologic conditions on development sites;

Establish design and application criteria for the construction and use of detention facilities that meet the minimum post-development stormwater management standards;

Establish provisions for the long-term responsibility for the operation, inspection, maintenance, and repair of private stormwater management facilities and private commitments for nonstructural stormwater management practices to ensure that they continue to function as designed, are maintained, and pose no threat to public safety or the environment; and

Establish administrative procedures for the submission, review, approval, and disapproval of ~~stormwater management plan~~ Stormwater Management Plans, and for the inspection of approved active projects, and long-term compliance; and

The provisions of this ordinance further regulate, guide, and control:

1. The subdivision, development, redevelopment, and any project seeking site plan approval for lands located within the City of Oxford.
2. The construction of buildings and the drainage of the site on which structures are located, including parking and other paved areas.
3. The design, construction, and maintenance of stormwater management facilities.
4. Any development located outside the city limits, but which seeks water and/or sewer service(s) to be provided by the City of Oxford.

Section 98-111. DEFINITIONS

~~For this chapter, the words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context indicates a different meaning:~~

- ~~1. Applicant means a person submitting a post-development stormwater management plan for approval.~~
- ~~2.1~~ Channel means a natural or artificial watercourse with a definite bed and banks that conduct continuously or periodically flowing water.
- ~~3.2~~ Conservation area means an open space or green space ~~on the owner's land by limiting with formally recorded limits on~~ the amount and type of development that can take place, ~~but continues to leave the remainder of where~~ the fee interest remains in private ownership with restrictions filed and enforceable by interested parties.

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- ~~3.~~ Conveyance means stormwater features designed for the movement of stormwater through the drainage system, such as pipes, inlets, manholes, ditches, depressions, swales, streams, etc.
4. Detention basin or dry pond is an area where excess stormwater runoff is stored or held temporarily, whose outlets have been designed to detain stormwater runoff and release it at a controlled rate. A detention basin may also take the form of an underground basin such as pipes or chambers.
- ~~5.~~ Detention means the temporary storage of stormwater runoff in a stormwater management facility to control the peak discharge and releasing of stored water at controlled rates.
- ~~4.5.~~ Developer means any person engaging in developing or improving a lot or group of lots, placing structures thereon for use or occupancy, or other land development activities.
- ~~7.6.~~ Development means any human-made activity that changes change to improve or unimproved the nature of real estate, including but not limited to not limited to buildings or other structures, mining, dredging, grading, paving, excavation, drilling operation, or other land development project.
- ~~8.7.~~ District means any zoning or historical areas established by the City of Oxford.
8. Drainage easement means a formal easement with burdened and dominate estates, attached to a tract or parcel of land for the construction and maintenance of a drainage pipe and appurtenant drainage facilities on or through the tract or parcel of land subject to the drainage easement. Drainage easement means an easement appurtenant or attached to a tract or parcel of land allowing the owner of adjacent tracts or other persons to discharge stormwater runoff onto the tract or parcel of land subject to the drainage easement.
9. Drainage way means any channel that conveys surface runoff through the site, whether intermittent or permanent.
10. Flood (Base Flood) means the computed elevation to which floodwater is anticipated to rise during the 100-year flood. Base flood elevations (BFEs) are shown on Flood Insurance Rate Maps (FIRMs) and the flood profiles. The BFE is the regulatory requirement for the elevation or floodproofing of structures.
- ~~11.~~ Flood Fringe means the area between the floodway boundary and limit of the 100-year flood.
- ~~12.~~ 11. Flooding means a volume of water that is too great to be confined within the banks or walls of a conveyance, pipes of conveyance, or stream channel and overflows onto adjacent lands.
- ~~13.~~ 12. Floodplain means the land area adjoining a river, stream, watercourse, or lake that has been or may be covered by floodwater.
- ~~14.~~ 13. Floodway (Regulatory) means the channel of a river or other watercourse and the adjacent land areas that must be reserved to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.
- ~~15.~~ 14. Grading means altering ground surfaces to specified elevations, dimensions, and slopes; this includes, but is not limited to, stripping, cutting, filling, stockpiling and shaping or any combination thereof and includes the land in its cut or filled condition.
- ~~16.~~ 15. Green space means an area of grass, trees, and other vegetation with no impervious surfaces, set apart for recreational or aesthetic purposed in an otherwise urban environment.

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- ~~17.16.~~ Impervious cover means a surface composed of any material that significantly impedes or prevents the natural percolation of water into the soil, which includes, but is not limited to, rooftops, buildings, streets and roads, and standard concrete or asphalt surface.
- ~~17.~~ Infiltration means the soil's ability to allow water movement into and through the soil profile.
- ~~18.~~ Inspection and maintenance agreement means a written agreement providing for the long-term inspection and maintenance of stormwater management facilities and practices on a site or with respect to a land development project that when properly recorded in the deed records of Chancery Clerk, constitutes a restriction on the title to a site or other land involved in a land development project. It is the intent of the City of Oxford that inspection and maintenance agreements shall become part of the covenants or other official documents that allow enforcement by interested parties.
- ~~19.18.~~ Jurisdictional wetland means an area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation, as determined by the U.S. Army Corps of Engineers.
- ~~20.19.~~ Land development activities mean those actions or activities that comprise, facilitate, or result in land development.
- ~~21.~~ Land development project means a discrete land development undertaking.
- ~~22.20.~~ Land disturbance for purposes of this article, means any grading, filling, draining, excavating, ditching or other earthmoving operation which could result in damage to adjacent lands, public or private, from erosion to it or siltation thereof shall be deemed land-disturbance activity. The cutting of trees (i.e., silviculture) that does not create or aggravate erosion shall not be deemed land-disturbance.
- ~~23.21.~~ Land disturbance permit means a permit issued by the City of Oxford for the construction or alteration of the ground.
- ~~24.22.~~ Low impact design (LID) means an engineered system that strengthens and mimics natural hydrologic functions and processes using plants and soil to slow, filter, evapotranspire, and infiltrate stormwater runoff close to its source; or the capture and reuse of stormwater runoff.
- ~~25.23.~~ Natural Condition-condition means the natural vegetative cover of the land as it would have existed before any form of development. For this article, the natural vegetative cover is defined as a combination of 50 percent woods and 50 percent grass in good condition.
- ~~26.24.~~ New development means a land development activity on a previously undeveloped site.
- ~~27.25.~~ Nonstructural stormwater management practice means any natural or planted vegetation or other nonstructural component of the stormwater management planStormwater Management Plan that provides for or enhances stormwater quantity and/or quality control or other stormwater management benefits and includes, but is not limited to, riparian buffers, open and green space areas, overland flow filtration areas, natural depressions, and vegetated channels.

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- ~~28.26.~~ Off-site facility means a stormwater management facility located outside the boundaries of the site where the water originates. For example, a (e.g., regional facility) Is an off-site facility.
- ~~29.~~ On-site facility means a stormwater management facility located within the boundaries of the site.
- ~~27.~~ Operation, Inspection, and Maintenance Plan means a written document providing for the long-term inspection and maintenance of stormwater management facilities and practices on a site or with respect to a land development project that when properly recorded in the deed records of Chancery Clerk, constitutes a restriction on the title to a site or other land involved in a land development project. The Operation, Inspection, and Maintenance Plan shall become part of the covenants or other official documents that address maintenance and assign liability.
- ~~30.28.~~ Overbank flood protection means measures taken to prevent an increase in the frequency and magnitude of out-of-bank flooding (i.e., flow events that exceed the capacity of the channel and enter the floodplain), and that are intended to protect downstream properties from flooding up to the 25-year frequency storm events.
- ~~34.29.~~ Owner means the legal or beneficial owner of a site, including but not limited to, a mortgage or vendee in possession, receiver, executor, trustee, lessee, or other person, firm or corporation in control of the site.
- ~~32.30.~~ Permit means any permit issued by the City of Oxford to the applicant that is required for undertaking any land development activity.
- ~~33.31.~~ Person, unless otherwise stated within, means, except to the extent exempted from this article, any individual, partnership, firm, association, joint venture, public or Private Corporation, trust, estate, commission, board, public or private institution, utility, cooperative, city, county or other political subdivision of the state, any interstate body, or any other legal entity.
- ~~34.32.~~ Post-development refers to the period, or the conditions that may reasonably be expected or anticipated to exist, after completion of the land development activity on a site as the context may require.
- ~~35.33.~~ Pre-development refers to the period or the natural conditions that existed, on a site before the commencement of a land development project and at the time that plans for the land development of a site are approved by the City of Oxford. Where phased development or plan approval occurs, which includes but is not limited to demolition, preliminary grading, roads, and utilities, the conditions at the time before issuance of the first project-related approval or permit shall represent pre-developed conditions.
- ~~36.34.~~ Project means the proposed development.
- ~~37.35.~~ $Q_{(year)}$ means the peak rate of discharge (peak flow) for a given recurrence storm event.
- ~~38.36.~~ Redevelopment means a land development project or addition on a previously developed site.
- ~~39.37.~~ Regional facility means an off-site stormwater management facilities designed to control stormwater runoff from multiple properties, where the owners or developers of the

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individual properties may assist in the financing of the facility, and the requirement for site-specific on-site controls may be either eliminated or reduced.

~~40-38.~~ Responsible party means the owner or owner's agent.

~~41-39.~~ Retention basin or wet pond is a basin that is designed to maintain a static pool of water and have additional storage to detain excess stormwater runoff. The retention basin has outlets to release the excess stormwater runoff at a controlled rate.

~~42-40.~~ Runoff means the flow of surface water resulting from precipitation.

~~43-41.~~ Runoff reduction means the interception, evapotranspiration, infiltration, or capture and reuse of stormwater runoff.

~~44-42.~~ Site means the parcel of land being developed, or the portion thereof, on which the land development project is located.

~~45-43.~~ Stormwater management means the collection, retention, detention, conveyance, storage, treatment, and disposal of stormwater runoff in a manner intended to prevent increased flooding, streambank channel erosion, habitat degradation, and water quality degradation, and to enhance and promote the public health, safety, and general welfare.

~~46-44.~~ Stormwater management facility means any infrastructure that controls or conveys stormwater runoff.

~~47-45.~~ Stormwater Management Plan means the document describing how existing runoff characteristics will be affected by a land development project and containing measures for complying with the provisions of this article. It is a written narrative containing engineering drawing depicting how and where stormwater management facilities will be installed on the site, modeling and runoff calculations results, and inspection and maintenance agreement.

Section 98-112. APPLICABILITY

~~A. Development and Redevelopment~~

A. Development and Redevelopment. The standards found in this article apply to any new development or redevelopment site that meets one or more of the following:

1. Any development which requires a Site Plan Review according to the City of Oxford's Land Development Code; or
2. Any Newnew commercial development that involves the creation or addition of any impervious cover greater than 2000 square feet; or
3. Any New-new development that involves land development activities of one disturbed acre or more; or
4. Any Commercial Redevelopment that includes the addition or creation of 500 square feet or more of impervious cover.
- ~~4-5 Any Redevelopment that involves land development activity of one disturbed acre or more; or~~
- ~~5. Redevelopment that includes the addition or creation of 500 square feet or more of impervious cover.~~

~~B. Exemptions~~

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~~BC. Exemptions. The City Engineer, in conjunction with the Planning Director, may exempt from~~ any requirements of this article any minor project(s), that in the engineer's professional judgment, an exemption would be in the best interest of the City of Oxford. Examples of minor work include but are not limited to:

1. Installations or modifications to existing structures to accommodate Americans with Disability Act (ADA) requirements, including ~~but not limited to~~ elevator shafts, handicapped access ramps and parking, and enlarged entrances or exits;
2. Installation of hardscape less than 2,000 square feet, such as uncovered parking, pedestrian, or patio areas, which utilize pervious pavement or other appropriate infiltration techniques; and
3. Construction of a new driveway or the replacement of an existing driveway to access a single-family residential development.

Section 98-113. DESIGNATION OF ORDINANCE ADMINISTRATOR.

The City Engineer or his/her designee is ~~hereby~~ appointed to administer and implement the provisions of this article.

Section 98-114. COMPATABILITY WITH OTHER REGULATIONS.

~~A. Compatibility with other regulations.~~

~~1.A.~~ The requirements of this article are in addition to the requirements of any other ordinance, rule, regulation, or other provision of law. Where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation, or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

~~2.B.~~ During any permitted construction activity, erosion, and sedimentation control best management practices, as outlined in Article IV, Erosion Control of Chapter 98, shall be implemented to prevent the migration of any sediment into any perennial streams, intermittent streams, stream buffer, waters of the state, and other public or private properties.

Section 98-115. MINIMUM REQUIREMENTS FOR DEVELOPMENT ACTIVITIES REGARDING STORMWATER

A. For all development and redevelopment activities, including single-family residential and those which are otherwise exempt from this article, the following minimum requirements shall apply:

1. Lots and buildings shall be developed in a manner to ensure that stormwater exiting individual parcels or lots under post-developed conditions approximates the same discharge points as the pre-developed condition, does not adversely impact the adjacent parcels or lots as a result of concentrated flows, flooding, erosion, or deposits of silt or sediment;

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2. The stormwater discharge from a downspout, cistern, or any water collection device shall be located a distance of no less than ten (10) feet from common property line and oriented, so the direction of concentrated flow is not toward the adjacent property line;
3. For properties located within areas having set back limits less than ten (10) feet or zero lot lines, the direction of concentrated flow is not toward the adjacent property;
4. Discharge from any downspout exiting the lots and buildings must be dissipated, infiltrated, or diverted such that flows will not be concentrated; and
5. No person shall erect, construct, or otherwise permit any obstruction that prevents the natural or contained flow of water to any component of a stormwater system unless such obstruction is allowed as part of a permit approved under this article.

Section 98-116. PROCEDURES AND REQUIREMENTS REQUIRED SUBMISSIONS TO THE CITY

A. Procedures and requirements.

A. Plans A Stormwater Management Plan consistent with the requirements of this ordinance shall be reviewed as part of the development or site plan.

B. A separate Operation, Inspection, and Maintenance Plan shall be reviewed as part of the development or site plan. Such a document shall be binding on all appropriate successors in title of the site.

C. Review of the Stormwater Management Plan and the Operation, Inspection, and Maintenance Plan shall be completed as part of the site plan review process.

+D. Upon completion of the project, the applicant or responsible party shall submit the stormwater engineer's certification and as-built plan as required by sectionSection 98-121(B) of this article. If the as-built differs substantially from the approved planStormwater Management Plan but is still acceptable to the City of Oxford, then the applicant or responsible party shall update all pertinent submittals and the recorded inspection and maintenance agreementOperation, Inspection, and Maintenance Plan upon approval of the City of Oxford.

Section 98-117. SUBMITTAL REQUIREMENTSPLAN REQUIREMENTS

A. The stormwater management planStormwater Management Plan shall detail how post-development stormwater runoff or discharge will be controlled or managed and how the proposed project will meet the requirements of this article, including the performance criteria outlined in sectionSection 98-118 of this article.

B. ThisThe Stormwater Management Plan plan shall be by the criteria established in this section and must be submitted with the stamp and signature of a professional engineer (PE) licensed in the State of Mississippi, who must verify that the design of all stormwater management facilities and practices meet the submittal requirements and criteria in this article. The Stormwater Management Plan Plans and studies shall be in a format that itemizes each of the requirements in sectionSection 98-117(C) of this article, including performance criteria

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outlined in ~~section~~ Section 98-118 and minimum requirements in ~~section~~ Section 98-115 of this article.

- C. The ~~stormwater management plan~~ Stormwater Management Plan must ensure that the requirements and criteria in this article are met and that opportunities are being taken to minimize adverse post-development stormwater runoff impacts from the development. The Stormwater Management Plan ~~The plan~~ shall consist of maps, narrative, and support design calculations (hydrologic and hydraulic) for the proposed stormwater management facility. The Stormwater Management Plan ~~The plan~~ shall include all of the applicable design requirements; this includes but is, not limited to, the following:

1. Common address and legal description of site or property;
2. Vicinity map;
3. Existing conditions and proposed site plans, which illustrate at a minimum:
 - a. Existing and proposed topography;
 - b. Perennial and intermittent streams and/or other surface water features as identified on United States Geological Survey maps;
 - c. Location of any protected ecologic areas and wetlands;
 - d. Location of existing stormwater conveyances and control facilities;
 - e. FEMA Flood Insurance Rate Map flood zone designations, flood zone boundaries, and if applicable base flood elevations;
 - f. Mapping of the predominant soil types;
 - g. Boundaries of existing predominant vegetation and proposed limits of clearing and grading; and
 - h. Location of existing and proposed roads, buildings, parking areas, and other impervious surfaces.
4. Hydrologic analysis. Hydrologic analysis of the development for stormwater runoff rates, volumes, and velocities shall be conducted and include:
 - a. A topographic map of the pre-developed and post-developed site conditions with the basin boundaries indicated;
 - b. Acreage, soil types and land cover of areas for each sub-basin that is part of the development and hydrologic analysis;
 - c. Analysis of runoff from off-site areas upstream of the development that flow onto or enter it;
 - d. The direction of flow and locations where flow exits from the site;
 - e. Calculations for determining the runoff volume for each sub-basin for the development project to meet the post-development stormwater management performance criteria in ~~section~~ Section 98-118 (A) of this article;
 - f. The location and boundaries of proposed protected natural feature and conservation areas;
 - g. Documentation and calculations for any applicable site design credits that are being utilized;

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- h. Methodologies, assumptions, site parameters, and supporting design calculations used in analyzing the site hydrology; and
 - i. The name of the modeling software used for the hydrologic analysis and a copy of the model file.
5. Stormwater management facility. The description, scaled drawings and design calculations for the proposed post-development stormwater management facility, which shall include:
- a. A map and/or drawing of the stormwater management facilities, including the location of nonstructural site design features and the placement of existing and proposed stormwater controls, including design water surface elevations, storage volumes available from zero to maximum head, location of inlet and outlets, location of bypass and discharge systems, and all orifice/restrictor sizes;
 - b. A narrative describing how the selected stormwater controls will be appropriate and effective;
 - c. Cross-section and profile drawings and design details for each of the stormwater controls in the system, including supporting calculations to show that the facility is designed according to the applicable design criteria;
 - d. Hydrologic and hydraulic analysis of the stormwater management facility for all applicable design storms (including stage-storage or outlet rating curves, and inflow and outflow hydrographs);
 - e. Documentation and supporting calculations to show that the stormwater management facility adequately meets the post-development stormwater management performance criteria in ~~section~~ Section 98-118 of this article; and
 - f. Drawings, design calculations, elevations and hydraulic grade lines for all existing and proposed stormwater conveyance elements including stormwater drains, pipes, culverts, catch basins, channels, swales and areas of overland flow.
6. Infiltration rates. Infiltration testing is required when the stormwater management system includes design elements that require accounting for infiltration. The design must be backed by site-specific testing. For mass graded sites, infiltration testing will be conducted after the completion of grading. Infiltration testing results shall be included as part of the ~~stormwater management plan~~ Stormwater Management Plan. Infiltration testing method(s) shall be approved by the City Engineer before testing.
7. Depth of groundwater. At least one soil boring is required at the location of each storage basin. An addition soil boring will be taken at the location of any storage basin that has an area greater than 1000 square feet. The boring will be logged and the boring log included as part of the ~~stormwater management plan~~ Stormwater Management Plan. The boring will be advanced to a depth of at least five (5) below the lowest elevation point of the storage basin. The borehole will be left open for 24 hours, and at the end of the period, if water is present, the depth to water will be measured and noted on the boring log.
8. For a residential subdivision of land or planned residential development, post-development runoff volumes, rates, and velocities shall be calculated based on the built out conditions of the entire parcel to be subdivided, regardless of future ownership of

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individual lots. Estimates of impervious surfaces of lots shall be made using the runoff curve numbers for residential districts by average lot size, rounded down to the next smallest lot size, given in USDA Technical Release 55 (Cronshey, McCuen, Miller, Rawls, Robbins, and Woodward (June 1986). Urban Hydrology for Small Watersheds - Technical Release 55 (TR-55) (2nd Ed.). Washington, D.C.: U.S. Dept. of Agriculture, Soil Conservation Service, Conservation Engineering Division).

9. Aesthetic Landscaping. Stormwater management facilities shall be screened, ~~where possible, using natural topography and natural native vegetation, where possible.~~ In lieu thereof, these facilities shall have planted trees and vegetation such as shrubs and permanent ground cover on their borders as specified under Section 5.7 of City of Oxford's Land Development Code. Basins located adjacent to a road shall have their interior screened from view where possible by an elevated berm and landscaping Section 5.7 of City of Oxford's Land Development Code. A drawing detailing the location of landscaping features and vegetation shall be included in the ~~stormwater management plan~~ Stormwater Management Plan. Maintenance of landscaping features and vegetation, and practices employed to ensure the preservation of adequate vegetative cover will be included in the ~~Operation, Inspection, and Maintenance Plan~~ operations and maintenance plan.

- 9.10. Drainage Easements. The Stormwater Management Plan shall identify and show the location of all easements for the construction and maintenance of a drainage pipe and appurtenant drainage facilities on or through the tract or parcel of land subject to the drainage easement.

D. Operation, Inspection, and Maintenance Plan. A standalone document shall be required with a detailed description of planned operation, inspection, and maintenance procedures for the stormwater management facilities and practices to ensure they continue to function as designed and constructed or preserved. The Operation, Inspection, and Maintenance Plan shall be binding on all appropriate successors in title of the site. The Operation, Inspection, and Maintenance Plan will identify the parts or components of a stormwater management facility or practice that need regular or periodical inspection and maintenance, and the equipment and skills or training necessary. The Operation, Inspection, and Maintenance Plan shall include:

1. A narrative describing how the stormwater management facility is designed to function, including runoff capture, runoff control, channel protection, and flood protection;
2. A narrative describing ongoing operations, inspection, and maintenance procedures for all stormwater management facilities and practices as shown in the Stormwater Management Plan;
3. An inspection and maintenance schedule, with a description of maintenance tasks, identification of responsible parties for ongoing maintenance, description of funding source, and a review of access and safety issues; and
4. Provisions for the periodic review and evaluation of the effectiveness of the operations, inspection, and maintenance program and the need for revisions.

E. The Operation, Inspection, and Maintenance Plan must be approved by the City of Oxford, and upon approval, properly recorded in the deed records of Lafayette County before issuance of

(1)

DRAFT - Stormwater Management Ordinance

Revision Date: 7/9/2018

Stormwater Ordinance - PPC Sea Grant Comment Draft R.7.27.08[PW].docx

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the permit. The Operation, Inspection, and Maintenance Plan may be terminated or be amended if superseded by subsequent development approved by the City of Oxford through the site plan review process.

- F. Responsibility for the operation, inspection, and maintenance of the stormwater management facility or practice shall remain with the property owner and shall pass to any successor in title. If portions of the site are sold or otherwise transferred, the inspection and maintenance responsibility shall pass to the appropriate successor in title. Such transfers shall designate for each portion of the site, the responsible party to be permanently responsible for its inspection and maintenance and shall be recorded in the deed records for the property. The Operation, Inspection, and Maintenance Plan shall identify by name and official title of the person responsible for carrying out the operation, inspection, and maintenance. The owner of any portion of property containing any portion of an approved stormwater management facility shall notify the City of Oxford's Director of Public Works when any such portion of property is sold or otherwise transferred. The seller and purchaser shall each have an obligation to disclose each such transfer in the recorded instruments reflecting any such sale or transfer.
- G. Maintenance access easements. The owner or responsible party must ensure access from public right-of-way to stormwater management facilities and practices requiring regular maintenance at the site for inspection and repair by securing all the maintenance access easements needed on a permanent basis. Such access shall be sufficient for all necessary equipment for maintenance activities. Include aAll such easements shall be noted on all plats, surveys, and site plan, or other application or map provided to the City of Oxford for any purposes.
- H. Before the issuance of any permit for a land development activity requiring a stormwater management facility or practice hereunder, the owner or responsible party shall execute an indemnification and hold harmless agreement. This agreement shall e-Operation, Inspection, and Maintenance Plan shall state provide, at a minimum, that the owner or responsible party shall indemnify and hold harmless the City of Oxford for any upstream or downstream damages due to structural, design, installation, maintenance or any other failure of the stormwater management facility.
- I. Where a stormwater management facility existsis proposed on any property to be subdivided, including subdivisions, planned developments, multifamily developments, or mixed-use developments, the facility shall be owned by the following:
 - 1. If a property owners' association is created, the stormwater management facility shall be owned by the association and treated as a common area. The -following provisions and at a minimumany others deemed necessary by the Director of Public Works, shall be included in the property owners' association's bylaws or covenantsand any restrictive covenants applicable to the subdivided property:
 - a. Automatic compulsory membership in the property owners' association of all lot purchasers and their successors in title;
 - b. A fair and uniform method of assessment and collection/payment for dues, maintenance, and related costs;

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- c. ~~An Operation, Inspection, and Maintenance Plan for the perpetual and continued~~ inspection, repair, and maintenance ~~liability for~~ of the stormwater management facility, which plan provides that all such costs shall be borne by the property owner's association in the first instance, or by the individual lot owners according to the applicable method of distribution in ~~s~~Section (2)98-117.1.2 ~~per~~ below if the property owners' association fails to bear such costs;
 - d. ~~Filing of all required covenants, declarations, and restrictions within the deed~~ official land records kept in the office of the ~~records of~~ Lafayette County Chancery Clerk; and
 - e. A mechanism by which ~~By prior arrangement for the transfer of ownership of the~~ stormwater management facility is equitably transferred in fair and equal parts to all individual lot owners in the event ~~the case of the~~ property owners' association dissolves or otherwise ceases to function;
2. If a property owner's association is not created, the stormwater management facility shall be owned and maintained by the individual lot owners within the subdivision as follows:
- a. ~~For single use residential developments, each~~ lot owner shall have a $1/X$ (where X is the total number of lots) ~~interest in the stormwater management facilities as a~~ tenants in common and shall share equally in the maintenance, repair, and upkeep of the stormwater management facilities.
 - b. ~~For mixed-use or solely commercial developments, each~~ lot owner shall have an ~~interest in the stormwater management facilities as a~~ tenants in common and shall share ~~equally in the~~ maintenance, repair, and upkeep of the stormwater management facilities. ~~Each~~ lot owner's ~~interest in the stormwater management facilities shall be prorated equal to the~~ by individual lot area of its lot divided by the total lot area of the development, less area occupied by common areas, streets, and other infrastructure.
- ~~4. by all appropriate successors in title to the land in the development sold or otherwise transferred. Costs associated with the operation, inspection, and maintenance of the stormwater facility shall be assessed equitably among all of the lots or common owners in the development.~~
- J. The following information shall be contained in ~~A~~all subdivision plats ~~shall include the following as part of the notes and all instruments purporting to transfer title or otherwise convey any portion of property within a subdivision containing stormwater management facilities:~~
- 1. A statement noting that ~~A~~all stormwater management facilities shall be maintained in perpetuity and cannot be developed for any other use which would limit or cause to limit the use of the stormwater management facilities.

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~~2. A statement of the manner in which the stormwater management facilities shall be owned, repaired, inspected, and maintained pursuant to this ordinance and the proportion of such responsibilities to be allocated to each lot, by the Property Owners Association or the development. Each property owner shall own a proportionate share of the stormwater management facilities and shall bear their proportionate responsibility for the continued maintenance, repair, upkeep, and continued compliance with all applicable federal, state, and local requirements.~~

~~1. For single use residential developments, a lot owner shall have a 1/X (where X is the total number of lots) interest in the stormwater management facilities as tenants in common and shall share equally in the maintenance, repair, and upkeep of the stormwater management facilities.~~

~~1. For mixed use developments, a lot owner shall have interest in the stormwater management facilities as tenants in common and shall share equally in the maintenance, repair, and upkeep of the stormwater management facilities. A lot owner's interest in the stormwater management facilities shall be prorated by individual lot area divided by the total lot area of the development.~~

~~3. A statement noting that no lot owner's interest in the stormwater management facilities cannot may be severed from the interest in the lot and that all successors in interest shall bear the full responsibilities of their predecessors.~~

~~by all appropriate successors in title to the land in the development sold or otherwise transferred. Costs associated with the operation, inspection, and maintenance of the stormwater facility shall be assessed equitably among all of the lots or common owners in the development.~~

K. In addition to enforcing the terms of the Operation, Inspection, and Maintenance Plan, the City of Oxford may also enforce all of the provisions for ongoing inspection and maintenance in Section 98-121 of this article.

D. Operation, Inspection, and Maintenance Plan. A standalone document shall be required with a detailed description of ongoing operations, inspection, and maintenance procedures for the stormwater management facilities and practices to ensure their continued function as designed and constructed or preserved. This plan will identify the parts or components of a stormwater management facility or practice that need regular or periodical inspection and maintenance, and the equipment and skills or training necessary. The plan shall include:

- ~~1. A narrative describing how the stormwater management facility is designed to function, including capture, runoff control, water quality treatment, channel protection and flood protection;~~
- ~~2. A narrative describing ongoing operations, inspection, and maintenance procedures for all stormwater management facilities and practices as shown in the stormwater management plan;~~
- ~~3. An inspection and maintenance schedule, with a description of maintenance tasks; identification of responsible parties for ongoing maintenance; description of funding source, and a review of access and safety issues; and~~

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~~4. What provisions for the periodic review and evaluation of the effectiveness of the operations, inspection, and maintenance program and the need for revisions.~~

- ~~E. Maintenance access easements. The owner or responsible party must ensure access from public right-of-way to stormwater management facilities and practices requiring regular maintenance at the site for inspection and repair by securing all the maintenance access easements needed on a permanent basis. Such access shall be sufficient for all necessary equipment for maintenance activities. Include all such easements on all plats, surveys, and site plans.~~
- ~~F. Operation, inspection, and maintenance agreements. The owner must execute an inspection and maintenance agreement binding on all subsequent owners of land served by an on-site stormwater management facility or practice by section 98-120 of this article.~~

Section 98-118. PERFORMANCE CRITERIA FOR STORMWATER MANAGEMENT

A. Generally:

1. All new development and redevelopment shall comply with Article IV. - Erosion Control of Chapter 98.
2. For all new developments, the following performance criteria shall be applied to all new developments.
3. Redevelopment is subject to the following performance criteria with an exception: For redevelopment, any impervious features such as but not limited to sidewalks, driveways, parking lots, roofs, etc. that are left undisturbed by land disturbance activities may be exempted from the following performance criteria at the discretion of the City Engineer, pre-development runoff rate calculations may count impervious cover areas as impervious cover rather than as a natural condition. Any undisturbed impervious areas exempted from performance criteria by the City Engineer may be counted as impervious cover for pre-development runoff rate calculations.

A.B. Limitation on Stormwater Runoff Calculations. The stormwater management facility will be designed so that, except in unusual circumstances, the rate of runoff of surface water from the site, in the condition in which it is proposed to be developed, will not exceed the rate of runoff from the site in its undeveloped or natural condition as generated by the 2, 10, 25, and 100-year storm events. Runoff rates and volumes shall be calculated using the Soil Conservation Service (SCS) Method. The Rational Method is not acceptable for storage volume calculations. The Rational Method may only be used for pipe conveyance calculations.

For the SCS Method, a Type II rainfall distribution and a shape factor of 483.4 (484) will be used. The 24-hour duration precipitation frequency values to be used with the SCS Method are 4.25 inches for the 2-year storm, 5.21 inches for the 10-year storm, 7.01 inches for the 25-year storm, and 8.75 inches for the 100-year storm.

Time of concentration (Tc) shall be estimated using the methods given in the U.S. Department of Agriculture, National Resources Conservation Service, Part 630 National Engineering Handbook, Chapter 15, Time of Concentration, 630.1502 Methods for Estimating Time of Concentration. The watershed lag method may not be used to estimate time of concentration

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for urbanized site conditions. A minimum time of concentration of five (5) minutes will be used for storage volume calculations.

B.C. Storage Capacity. Stormwater management facilities shall be designed with sufficient capacity to accommodate all runoff caused by the development more than that runoff which would occur from the site if left in its natural, undeveloped condition. This storage shall accommodate excess runoff for the 2, 10, 25, and 100-year storms of 24-hour duration.

C.D. Discharge Rate. The peak flow (Q_{year}) shall be calculated for the 2, 10, 25 and 100-year storms. The cumulative peak flow for the development, runoff captured by stormwater management facilities plus uncaptured runoff, must be less than or equal to the cumulative peak flow for the site if left in its natural condition. The peak flows shall not be increased at any discharge point, including areas of uncaptured runoff, for any storm, up to and including the 100-year storm (Q_{100}).

D.E. Energy Dissipation. All culvert outlets and flumes are required to have energy dissipating treatments to minimize erosion due to scouring and to maintain channel stability. Approved energy dissipating treatments include stilling basins, streambed level dissipators, and riprap basins and aprons. All energy dissipating treatments shall be designed by design criteria outlined in U.S. Department of Transportation, Federal Highway Administration, Hydraulic Engineering Circular No. 14, Third Edition Hydraulic Design of Energy Dissipators for Culverts and Channels. Supporting design calculations shall be included as part of the ~~stormwater management plan~~ Stormwater Management Plan.

E.F. Point of Discharge. A surface outlet for a stormwater management facility's control structure cannot discharge within 40 feet of an adjacent property line unless a formal and perpetual drainage easement on to or across the adjacent property is provided or conditions warrant special consideration. The City Engineer may give special consideration to discharge into a major receiving stream; provided provisions are taken to ensure that the integrity of the receiving stream is protected. If the pre-developed site consists of multiple drainage basins, post-development discharge cannot exceed the discharge rate of the pre-development basins.

F.G. Conveyance. Storm drainage shall be comprised of minor (active) and major (passive) components. These components function to remove excess runoff produced by precipitation and convey it offsite and/or to a stormwater management facility with minimum inconvenience, life hazard, and property damage. The minor storm drainage component includes the following facilities: curb and gutter area of the street, roadside ditches, inlets, storm sewers, culverts, channels, or other conveyance designed to convey the runoff from the 25-year storm. The major storm drainage component comes into operation once the minor component's ~~conveyance~~ conveyance capacity is exceeded. The major drainage component may consist of excess capacity in storm sewers, culverts, curb and gutter area of the street, property line drainage swales, and other natural and lined channels. The major component shall have the capacity to convey runoff more than the 25-year storm up to and including the 100-year storm to a stormwater management facility's detention basin, underground basin, or retention basin.

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~~G.H.~~ ~~Stormwater Management Facilities in Floodplains.~~ If stormwater management facility is located within a floodplain of a major stream, no storage volume for the facility may be provided below the base flood elevations established for that floodplain. Special consideration may be given by the City Engineer if no alternate location of the stormwater management facility is practical.

H.I. Stormwater Bypass. Drainage systems shall have adequate capacity to bypass, through the development, flow from all upstream areas.

I.J. Stormwater Management - Construction. Stormwater management shall be implemented during all stages of site development. Stormwater management facilities shall be implemented as part of the initial land disturbance activities and incorporated into the developments ~~erosion control plan~~ Stormwater Pollution Prevention Plan. Erosion control measures such as stormwater retention devices or sediment traps may be used as temporary stormwater management facilities during the developments construction process. At a minimum, a temporary stormwater management facility must be capable of ~~manage~~ managing runoff from the 2 and 10-year storm events. Stormwater management facilities, permanent or temporary, must be properly maintained during all stages of site development.

J.K. Stormwater Management - Phased Development. For phased developments, the stormwater ~~manage~~ management facilities shall be designed so that at the end of each phase the development complies with this article. As additional phases are developed, the stormwater management facilities may be expanded, control structures modified, and/or new stormwater facilities constructed to account for changes in site conditions.

K.L. Detention Basins.

1. The maximum designed depth of stormwater stored shall not exceed eight (8) feet. A minimum of one (1) foot of freeboard shall be provided, measured from the top of the peak water surface elevation for the 100-year storm event to the lowest point on the top of the pond, excluding the emergency spillway invert.
2. All dams or dikes shall be designed -and constructed according to accepted engineering standards.
3. The approach slopes of the basin shall conform as closely as possible to natural land contours. Regrading is allowable if necessary to keep exterior slopes at 4H:1V or flatter.
4. Interior basin slopes shall be 3H:1V or flatter.
5. By special exception, detention basins may use vertical interior walls. The maximum interior height of a vertically walled detention pond is eight (8) feet built in four (4) foot high segments. Parts of a wall below the surface of the ground surface shall not be included in the measurement of height. A safety ledge a minimum of three (3) feet wide shall separate segments.
- ~~6. The material used for wooden bulkhead or retaining walls shall be treated to American Wood Protection standard UC4B Ground Contact Heavy Duty or higher. All wooden bulkhead or retaining walls shall use tieback anchors.~~
6. Detention basins with vertical interior walls shall have emergency egress steps or ladders.

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7. Detention shall have a minimum length to width ratio of 1.5:1. The length shall be measured at the shortest flow path from the inlet to the outlet. For multiple inlets, the length shall be measured from the inlet furthest away from the outlet. A ratio of less than 1.5:1 may be approved at the discretion of the ~~City~~ City of Oxford.
- ~~7.~~
8. ~~Outlet control structures shall be designed as simply as possible, with automatic operation, while ensuring that they can be constructed or manufactured to the engineering specifications for the stormwater facility. No weir plate or riser orifice shall be fabricated in the field.~~
9. ~~Outlet control structures shall be designed for multi-stage release to limit discharges into existing or planned downstream channels or conduits so as not to exceed predetermined safe capacities and not more than flows which would have occurred with the site in its natural condition for the 2, 10, 25, and 100-year storms.~~
10. ~~Outlet control structures shall have no orifice smaller than three (3) inches in diameter. All orifices shall be protected by trash racks. No opening in the trash rack shall have an area more than one-half the size of the area of the orifice being protected. Two-stage trash racks, or screens having progressively smaller openings placed in series, are suggested. Curved or inclined trash racks designed that allow debris to rise with the water level are preferred. In all cases, trash racks shall be either hinged or removable to facilitate maintenance operations. For vertical risers, an anti-vortex device and trash rack shall be securely installed on top of the riser.~~
11. ~~Energy dissipation measures shall be employed to ensure that the discharge does not increase downstream erosion.~~
- 12.8. Emergency spillway/overflow facilities shall be provided to pass runoff more than the 100-year storm event, up to the 500-year storm event unless positive measures are installed to control the inflow so as not to exceed the safe capacity of the basin. Emergency spillways shall be protected with concrete or grouted riprap.
- 12.9. The detention pond bottom shall have a concrete-lined low flow channel between inflow points and the outlet structure. The low flow channel shall have a minimum slope of 0.5% between all inflow points and the outlet structure.
- 14.10. The detention basin bottom shall have a minimum cross slope of 1% perpendicular to the low flow channel.
- 15.11. All detention basins shall use a solid sod or seed for the final cover. The sod and seed variety should be suitable for wet locations. Sod shall be from a certified grower. Mass grading of the pond bottom should account for the thickness of the sod that the final design pond bottom elevation and slopes are achieved. Any areas of sod that die within two (2) months of placement shall be removed and replaced. If seed is used, germination should occur within 14 days, and 80% coverage achieved within two (2) months. If coverage is not achieved with seeding, then at the discretion of the City Engineer, solid sod may be required.
- 16.12. Detention basins shall be designed to drain completely and not retain any standing water 48-hours after a given storm event. A detention basin that fails to drain within this

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~~period shall be in violation of this article subject to the enforcement provisions and penalties outlined in this article.~~

- ~~17.13.~~ Detention basins shall be enclosed by a six (6) foot fence when required by the City Engineer.

~~L.M.~~ Underground Basin.

- ~~1. Outlet control structures shall be designed as simply as possible, with automatic operation, while ensuring that they can be constructed or manufactured to the engineering specifications for the stormwater facility. No weir plate or riser orifice shall be fabricated in the field.~~
- ~~2. Outlet control structures shall be designed for multi stage release to limit discharges into existing or planned downstream channels or conduits so as not to exceed predetermined safe capacities and not more than flows which would have occurred with the site in its natural, undeveloped condition for the 2, 10, 25, and 100 year storms.~~
- ~~3. Outlet control structures shall have no orifice smaller than three (3) inches in diameter. All orifices shall be protected by trash racks. No opening in the trash rack shall have an area more than one half the size of the area of the orifice being protected. Two stage trash racks, or screens having progressively smaller openings placed in series, are suggested. Curved or inclined trash racks designed that allow debris to rise with the water level are preferred. In all cases, trash racks shall be either hinged or removable to facilitate maintenance operations. For vertical risers, an anti-vortex device and trash rack shall be securely installed on top of the riser.~~
- ~~4.1.~~ Adequate maintenance access must be provided for all underground basins. All underground basins shall provide access to the inlet end and outflow structure. Access openings can consist of a standard manhole, grate, solid cover, or a removable panel.
- ~~5.2.~~ Underground basins shall be considered a confined space and treated as such for entry purposes.
- ~~6.3.~~ Underground basins shall be evaluated for 500-year storm event to ensure there are no unintended consequences due to the routing of the discharge when the underground basin exceeds storage capacity.
- ~~7.4.~~ Watertight underground basins shall have a minimum slope of 0.5% between the highest invert point of the storage chamber and the outlet structure. Non-watertight underground basins with the ability to infiltrate water through the storage chambers bottom may be designed with a zero slope.
- ~~8.5.~~ Underground basins shall be designed to drain completely and not retain any standing water 48-hours after a given storm event. An underground detention basin that fails to drain within this period shall be in violation of this article subject to the enforcement provisions and penalties outlined in this article.

~~M.N.~~ Retention Basin.

- ~~1. Retention basins shall have a minimum length to width ratio of 1.5:1. The length shall be measured at the shortest flow path from the inlet to the outlet. The location of the outlet structure within the basin shall maximize travel time from the inlet to the outlet.~~

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1. The maximum designed depth of stormwater stored shall not exceed eight (8) feet. A minimum of one (1) foot of freeboard shall be provided, measured from the top of the peak water surface elevation for the 100-year storm event to the lowest point on the top of the pond, excluding the emergency spillway.
2. The depth of the permanent pool, before the introduction of excess stormwater, shall be greater than three (3) feet. The minimum depth of the permanent pool must be maintained year round. For retention basins not situated on a perennial stream, an irrigation water source may be required to maintain the minimum pool depth.
3. Aeration facilities may be required, ~~dependent~~ depending on the water quality of the ~~influent and detention time~~ static pool and/or at the discretion of the City Engineer.
4. All dams or dikes shall be designed and constructed according to accepted engineering standards.
5. The interior slopes of the retention basin shall be of non-erosive material. For retention basins with interior side slopes steeper than 4H:1V or a static pool depth of four (4) feet or greater, the perimeter shall be surrounded by two benches: safety and aquatic. A safety bench shall extend approximately 5 feet outward from the normal water edge to the toe of the pond side slope. An aquatic bench shall extend approximately five (5) feet inward from the normal pool edge. The benches shall have a 10H:1V slope.
6. By special exception, retention basins may use vertical interior walls. The maximum interior height of a vertically walled retention basin is eight (8) feet built in four (4) foot high segments. Parts of a wall below the surface of the ground surface shall not be included in the measurement of height. A safety ledge a minimum of three (3) feet wide shall separate segments.
- ~~Retention basins shall have a minimum length to width ratio of 1.5:1. The length shall be measured at the shortest flow path from the inlet to the outlet. The location of the outlet structure within the basin shall maximize travel time from the inlet to the outlet.~~
- ~~Emergency spillway/overflow facilities shall be provided to pass runoff more than the 100-year storm event, up to the 500-year storm event unless positive measures are installed to control the inflow so as not to exceed the safe capacity of the basin. Emergency spillways shall be protected with concrete or grouted riprap.~~
- 6.—
7. Retention basins with vertical interior walls shall have emergency egress steps or ladders.
8. Retention basins shall have a minimum length to width ratio of 1.5:1. The length shall be measured at the shortest flow path from the inlet to the outlet. The location of the outlet structure within the basin shall maximize travel time from the inlet to the outlet.
9. Emergency spillway/overflow facilities shall be provided to pass runoff more than the 100-year storm event, up to the 500-year storm event unless positive measures are installed to control the inflow so as not to exceed the safe capacity of the basin. Emergency spillways shall be protected with concrete or grouted riprap.

7.—

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8. ~~The material used for wooden bulkhead or retaining walls shall be treated to American Wood Protection standard UC4B Ground Contact Heavy Duty or higher. All wooden bulkhead or retaining walls shall use tieback anchors.~~
1. ~~Retention basins with vertical interior walls shall be enclosed by a minimum four (4) foot high fence.~~
9. ~~The maximum designed depth of stormwater stored shall not exceed eight (8) feet. A minimum of one (1) foot of freeboard shall be provided, measured from the top of the peak water surface elevation for the 100-year storm event to the lowest point on the top of the pond, excluding the emergency spillway.~~
10. For emergency purposes, cleaning, or shoreline maintenance, retention basins shall be provided with equipment and/or devices to permit emptying and drainage of the permanent pool.
11. All slopes of a retention basins, above the static water elevation, shall use a solid sod or seed for the final cover. The sod and seed variety should be suitable for wet locations. Sod shall be from a certified grower. Any areas of sod that die within two (2) months of placement shall be removed and replaced. If seed is used, germination should occur within 14 days, and 80% coverage achieved within two (2) months. If coverage is not achieved with seeding, then at the discretion of the City Engineer, solid sod may be required.
12. Non-invasive, native aquatic plants and trees may be used along the submerged portion of the safety bench. An approved planting plan is required.
13. ~~Outlet control structures shall be designed as simply as possible, with automatic operation, while ensuring that they can be constructed or manufactured to the engineering specifications for the stormwater facility. No weir plate or riser orifice shall be fabricated in the field.~~
14. ~~Outlet control structures shall be designed for multi-stage release to limit discharges into existing or planned downstream channels or conduits so as not to exceed predetermined safe capacities and not more than flows which would have occurred with the site in its natural, undeveloped condition for the 2, 10, 25, and 100-year storms.~~
15. ~~Outlet control structures shall have no orifice smaller than three inches in diameter. All orifices shall be protected by trash racks. No opening in the trash rack shall have an area more than one half the size of the area of the orifice being protected. Two-stage trash racks, or screens having progressively smaller openings placed in series, are suggested. Curved or inclined trash racks designed that allow debris to rise with the water level are preferred. In all cases, trash racks shall be either hinged or removable to facilitate maintenance operations. For vertical risers, an anti-vortex device and trash rack shall be securely installed on top of the riser.~~
16. ~~Energy dissipation measures shall be employed to ensure that the discharge does not increase downstream erosion.~~
13. ~~Emergency spillway/overflow facilities shall be provided to pass runoff more than the 100-year storm event, up to the 500-year storm event unless positive measures are installed to control the inflow so as not to exceed the safe capacity of the basin. Emergency spillways shall be protected with concrete or grouted riprap.~~ Retention basins shall be enclosed by a fence when required by the City Engineer.

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~~17.~~

14. Retention basins shall be subject to the requirements of the City of Oxford's mosquito control ordinance.

O. Outlet Control Structures.

1. Outlet control structures shall be designed as simply as possible, with automatic operation, while ensuring that they can be constructed or manufactured to the engineering specifications for the stormwater facility. No weir plate or riser orifice shall be fabricated in the field.
2. Outlet control structures shall be designed for multi-stage release to limit discharges into existing or planned downstream channels or conduits so as not to exceed predetermined safe capacities and not more than flows that would have occurred with the site in its natural, undeveloped condition for the 2, 10, 25, and 100-year storms.
3. Outlet control structures shall have no orifice smaller than three inches in diameter. All orifices shall be protected by trash racks. No opening in the trash rack shall have an area more than one-half the size of the area of the orifice being protected. Two-stage trash racks, or screens having progressively smaller openings placed in series, are suggested. Curved or inclined trash racks designed that allow debris to rise with the water level are preferred. In all cases, trash racks shall be either hinged or removable to facilitate maintenance operations. For vertical risers, an anti-vortex device and trash rack shall be securely installed on top of the riser.
4. Energy dissipation measures shall be employed to ensure that discharge from an outlet control structure does not increase downstream erosion.

~~2.~~

Section 98-119. REGIONAL STORMWATER MANAGEMENT

- A. ~~The stormwater management plan~~ Stormwater Management Plan for each land development project shall provide for stormwater management measures located on the site of the project unless provisions are made to manage stormwater by an off-site or regional facility. The City Engineer, with the approval of the Planning Commission, may make allowance for an off-site or regional facility based on development's location, lot size, and percentage of the lot used, stormwater management facility design, and other factors that the City Engineer in their professional opinion may deem relevant. The off-site or regional facility, if applicable, must comply with the following:
1. The off-site or regional facility must be on property legally dedicated for the purpose and this purpose run with the land by filing either deed, easement, or plat;
 2. The off-site or regional facility must be designed and adequately sized to provide a level of stormwater quantity control that is equal to or greater than that ~~which would be afforded~~ by on-site practices in addition to developments on the site containing the stormwater management facility;

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3. ~~On-site measures shall be implemented, where necessary, to protect upstream and~~ downstream properties and drainage channels from the site(s) to the off-site or regional facility;
4. For purposes of use, only developments contiguous to the off-site or regional facility or developments that have obtained ~~legally-legal~~ and binding easements allowing the transfer of stormwater across all properties involved to gain access to the off-site or regional facility are eligible;
5. A drainage easement for the conveyance of stormwater to the regional facility is required;
6. ~~Approved Operations~~ Operation, Inspection, And Maintenance Plan;
7. There must be a legally obligated entity responsible for the long-term operation, inspection, and maintenance of the off-site or regional facility; and
8. If more than one entity is to share an off-site or regional facility, all such entities must provide ~~the City~~ the City of Oxford with evidence that they have executed all agreements and easements necessary to allow such shared use, with all such agreements to contain language substantially similar to the language below:

The City of Oxford, Mississippi, shall be a third-party beneficiary of this agreement for the limited purpose of ensuring that ~~the City~~ the City of Oxford is aware of any subsequent changes to the agreement. The parties agree that they shall each have an independent duty to inform ~~the City~~ the City of Oxford in the event that this agreement, or any other instrument related to the detention facility described herein, is modified, vacated, or rescinded.

- B. ~~A stormwater management plan~~ Stormwater Management Plan that shows the adequacy of the off-site or regional facility must be submitted to and approved by the City Engineer and meet all the criteria outlined in this article.
- C. To be eligible to use an off-site or regional facility, the applicant must demonstrate to the satisfaction of the City Engineer that all criteria of this section have been met and that the use of an off-site or regional facility will not result in the following impacts:
 1. Increased threat of flood damage to public health, life, and property;
 2. Deterioration of existing culverts, bridges, dams, and other structures;
 3. Accelerated streambank or streambed erosion or siltation;
 4. Degradation of in-stream biological functions or habitat; or
 5. Water quality impairment in violation of state water quality standards, and violation of any state or federal regulations.

Section 98-120. ~~STORMWATER MANAGEMENT OPERATION, INSPECTION, AND MAINTENANCE AGREEMENT~~

- A. ~~Before the issuance of any permit for a land development activity requiring a stormwater management facility or practice hereunder for which the City of Oxford requires ongoing maintenance, the owner or responsible party shall execute an Operation, Inspection, and Maintenance Agreement. Such agreement shall be submitted before the issuance of any such permit and shall be binding on all appropriate successors in title of the site. The Operation,~~

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~~Inspection, and Maintenance Agreements may terminate or be amended if superseded by subsequent development approved by the City of Oxford. Any applicant for development will be required to obtain an Operation, Inspection, and Maintenance Agreement for all proposed and existing stormwater management facilities on the property or regional stormwater management facilities.~~

- ~~B. The operation, inspection, and maintenance agreement must be approved by the City of Oxford; and upon approval, properly recorded in the deed records of Lafayette County before issuance of the permit.~~
- ~~C. Responsibility for the operation, inspection, and maintenance of the stormwater management facility or practice shall remain with the property owner and shall pass to any successor in title. If portions of the site are sold or otherwise transferred, the inspection and maintenance responsibility shall pass to the appropriate successor in title. Such transfers shall designate for each portion of the site, the responsible party to be permanently responsible for its inspection and maintenance and shall be recorded in the deed records for the property. The operation, inspection, and maintenance agreement shall identify by name or official title of the person responsible for carrying out the operation, inspection, and maintenance.~~
- ~~D. Where a stormwater management facility exists on any property to be subdivided, including, but not limited to, subdivisions, planned developments, multifamily developments, or mixed-use developments, the facility shall be owned by the following:

 - ~~2. If a property owners' association is created, the stormwater management facility shall be treated as a common area and the following provisions, at a minimum, shall be included in the property owners' association's bylaws or covenants:

 - ~~a. Automatic compulsory membership in the property owners' association of all lot purchasers and their successors in title;~~
 - ~~b. A fair and uniform method of assessment and collection/payment for dues, maintenance, and related costs;~~
 - ~~c. Perpetual and continued inspection and maintenance liability for the required stormwater facility;~~
 - ~~d. Filing of all required covenants, declarations, and restrictions with the deed records of Lafayette County; and~~
 - ~~e. By prior arrangement for the transfer of ownership of the stormwater management facility in fair and equal parts to all lot owners in the case of the property owners' association dissolving.~~~~
 - ~~3. If a property owner's association is not created, the stormwater management facility shall be owned by all appropriate successors in title to the land in the development sold or otherwise transferred. Costs associated with the operation, inspection, and maintenance of the stormwater facility shall be assessed equitably among all of the lots or common owners in the development.~~~~
- ~~E. All subdivision plats shall include the following as part of the notes:~~

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1. ~~All common property areas/stormwater management facilities shall be maintained in perpetuity and cannot be developed for any other use which would limit or cause to limit the use of the common property areas/stormwater management facilities. The common property areas/stormwater management facilities shall be owned and maintained by the Property Owners Association or the development. Each property owner shall own a proportionate share of the common property areas/stormwater management facilities and shall bear their proportionate responsibility for the continued maintenance by the City of Oxford and Lafayette County ordinances.~~
2. ~~The common area parcel's AD VALOREM tax value shall be assessed to each lot owner on a prorated basis as part of each lot owner's total assessment.~~
3. ~~For single use developments (e.g. residential), a lot owner shall have a 1/X (where X is the total number of lots) Interest in the common property areas/stormwater management facilities as tenants in common and shall share equally in the maintenance, repair, and upkeep of both the common property areas/stormwater management facilities.~~
4. ~~For mixed use developments, a lot owner shall have Interest in the common property areas/stormwater management facilities as tenants in common and shall share equally in the maintenance, repair, and upkeep of both the common property areas/stormwater management facilities. A lot owner's Interest in the common property areas/stormwater management facilities shall be prorated by individual lot area divided by the total lot area of the development.~~
5. ~~A lot owner's Interest in the common property areas/stormwater management facilities cannot be severed from the interest in the lot.~~
- F. ~~The operation, inspection, and maintenance agreement shall comply with the requirements of the Public Works Department and include, at a minimum, a description of the property, appropriate details of the stormwater management plan, an operations and maintenance agreement, and a plan for annual inspection.~~
- G. ~~In addition to enforcing the terms of the operation, inspection, and maintenance agreement, the City of Oxford may also enforce all of the provisions for ongoing inspection and maintenance in section 98-122 of this article.~~
- H. ~~Before the issuance of any permit for a land development activity requiring a stormwater management facility or practice hereunder, the owner or responsible party shall execute an indemnification and hold harmless agreement. The agreement shall state at a minimum, that the owner or responsible party shall indemnify and hold harmless the City of Oxford for any upstream or downstream damages due to structural, design, installation, maintenance or any other failure of the stormwater management facility.~~

Section 98-424120. CONSTRUCTION, INSPECTION, AND FINAL CERTIFICATION OF A STORMWATER MANAGEMENT SYSTEM

- A. ~~Inspections to ensure plan compliance during construction.~~ Inspection. Periodic inspections of the stormwater management system construction may be conducted by the staff of the City of Oxford to ensure compliance with the Stormwater Management Plan ~~or conducted and shall be certified by a professional engineer.~~ Construction inspections shall utilize the approved stormwater management plan Stormwater Management Plan for establishing compliance.

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- I. All inspections shall be documented with written reports that contain the following information:
 - a. The date and location of the inspection;
 - b. Whether construction complies with the approved ~~stormwater management plan~~ Stormwater Management Plan;
 - c. Variations from the approved construction specifications
 - ~~e.d.~~ Verify the presence and location of the Operation, Inspection, and Maintenance Plan; and
 - ~~e.e.~~ Any other variations or violations of the conditions of the approved ~~stormwater management plan~~ Stormwater Management Plan.

If any violations are found, the responsible party shall be notified in writing of the nature of the violation and the required corrective actions.

- ~~B.~~ Final inspection Certification report and as-built plans. Upon completion of a project, and before final inspection or issuance of a certificate of occupancy by the Building Department, the applicant's owner's engineer is responsible for inspecting and certifying that the completed project is by the approved ~~stormwater management plan~~ Stormwater Management Plan. All applicants owners or responsible parties are required to submit an ~~electronic format a~~ certification report and as-built plan in an electronic format to ~~as determined by the Public Works Department, and a paper format of the actual "as-built" plans for any stormwater management facilities or practices after final construction is completed.~~ The as-built plan must show the "as built" configuration for all stormwater management facilities and practices and must be certified by a professional engineer. A final inspection by the City of Oxford is required before the release of any performance securities can occur.
- ~~B.C.~~ The City of Oxford's Public Works Department will maintain electronic copies of the Stormwater Management Plan; Operation, Inspection, and Maintenance Plan; and certification report and as-built plan for all approved projects.

Section 98-~~122~~121. ONGOING INSPECTION AND MAINTENANCE OF STORMWATER FACILITIES AND PRACTICES

- A. Annual inspections. Maintenance of the stormwater management facilities is the responsibility of the owner. Such stormwater management facilities must be maintained in accordance with its approved Operation, Inspection, and Maintenance Plan ~~maintenance plan~~ and to ~~its original~~ the design capability of the approved Stormwater Management Plan. As proof of compliance, the City of Oxford requires submittal of an annual maintenance and inspection report prepared by an engineer registered in the State of Mississippi detailing the condition of the stormwater management facility and certifying its ability to meet its original design capability. If any deficiencies are reported in the engineering report or are found in the course of a City of Oxford inspection, the property owner must make necessary repairs or they shall be deemed to be in violation this ordinance and shall be subject to the provisions of Section 98-~~123~~122.

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- B. ~~Absence of an Operation, Inspection, and Maintenance Plan~~inspection and maintenance agreement. The absence of an ~~inspection and maintenance agreement~~Operation, Inspection, and Maintenance Plan shall not relieve the owner or responsible party from performing proper maintenance and inspection of the stormwater management facility. If the owner or responsible party fails or refuses to meet the requirements of this article, the City of Oxford may correct the violation as provided in ~~section~~Section 98-122121(E) hereof.
- C. Pre-existing facilities. For facilities constructed before the effective date of this article, the owner or responsible party shall perform proper maintenance of the stormwater management facility as required by the regulations in effect at the time the facility was approved. If the owner or responsible party fails or refuses to meet the requirements of this article, the City of Oxford may correct the violation as provided in ~~section~~Section 98-122121(E) hereof.
- D. Maintenance and inspection of stormwater facilities and practices. The following shall apply to all sites regardless of the existence of an ~~inspection and maintenance agreement~~Operation, Inspection, and Maintenance Plan:
1. Stormwater management facilities and practices included in a ~~stormwater management plan~~Stormwater Management Plan must undergo ongoing inspections to document maintenance and repair needs and ensure compliance with the requirements of the ~~agreement~~Operation, Inspection, and Maintenance Plan, the ~~plan~~Stormwater Management Plan, and this article.
 2. A stormwater management facility shall be inspected on a periodic basis by the owner or responsible party. Such inspection shall be conducted by the approved Operation, Inspection, and Maintenance Plan~~operations, inspection, and maintenance agreement~~ under ~~section~~Section 98-120117, or, in the absence of an ~~inspection and maintenance agreement~~Operation, Inspection, and Maintenance Plan, by the requirements of this article. In the event that the stormwater management facility has not been maintained and/or becomes a danger to public safety or public health, the City of Oxford shall notify the party responsible for carrying out the Operation, Inspection, and Maintenance Plan~~maintenance plan~~ by registered or certified mail, or by delivery in person of a notice of violation to the owner or the person specified in the ~~inspection and maintenance agreement~~Operation, Inspection, and Maintenance Plan. The notice shall specify the measures needed to comply with the Operation, Inspection, and Maintenance Plan~~agreement and the plan~~, and shall specify the time within which such measures shall be completed. Failure of the City of Oxford to provide such notice shall not relieve the owner or responsible party from performing proper maintenance and inspection of the stormwater management facility. If the owner or responsible party fails or refuses to meet the requirements of the ~~inspection and maintenance agreement~~Operation, Inspection, and Maintenance Plan, the City of Oxford may correct the violation as provided in ~~section~~Section 98-122(5) of this article; and
 3. Inspection programs by the City of Oxford may be established on any reasonable basis, including ~~but not limited to~~ routine inspections, random inspections, inspections based upon complaints, or other notice of possible violations, and joint inspections with other

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agencies inspecting under environmental or safety laws. Inspections may include, but are not limited to reviewing maintenance and repair records, and evaluating the condition of stormwater management facilities and practices.

3.4 The City of Oxford's Public Works Department shall maintain copies of all submitted maintenance and inspection reports.

- E. Records of maintenance activities. Parties responsible for the operation and maintenance of a stormwater management facility shall maintain records of all maintenance and repairs and provide copies to the Public Works Department upon request.
- F. Failure to maintain. If an owner or responsible party fails or refuses to meet the requirements of the ~~inspection and maintenance agreement~~ Operation, Inspection, and Maintenance Plan, the City of Oxford, after 30 days' written notice (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours' notice shall be sufficient), may correct a violation of the design standards or maintenance requirements by performing the necessary work to place the facility or practice in proper working condition.

Section 98-~~123~~122. NOTICE OF VIOLATION

- A. Notice of violation. If the City of Oxford determines that an owner or responsible party has failed to comply with the terms and conditions of a permit, site plan, an approved ~~stormwater management plan~~ Stormwater Management Plan, Operation, Inspection, and Maintenance Plan ~~operation, inspection and maintenance agreement~~, indemnity agreement, or any provision of this article, it shall issue a written notice of violation to such owner or other responsible party. Where a person is engaged in an activity covered by this article without having first secured a permit, the notice of violation shall be served on the owner or the responsible party in charge of the activity being conducted on the site. The notice of violation shall contain:
 - 1. The name and address of the owner or the applicant or the responsible party;
 - 2. The address or other description of the site upon which the violation is occurring;
 - 3. A statement specifying the nature of the violation;
 - 4. A description of the remedial measures necessary to bring the action or inaction into compliance with the permit, the site plan, the ~~stormwater management plan~~ Stormwater Management Plan or this article and the date for the completion of such remedial action; and
 - 5. A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed.

Section 98-~~124~~123. ENFORCEMENT

- A. Any action or inaction which violates the provisions of this article or the requirements of an approved ~~stormwater management plan~~ Stormwater Management Plan may be subject to the enforcement actions outlined in this section. ~~Any~~ Where such action or inaction ~~which is~~ continuous, ~~concerning time may be abated by the City of Oxford may seek~~ injunctive or other equitable relief. The imposition of any of the penalties described in ~~section~~ Section 98-~~125~~124 may be in addition to and shall not prevent such equitable relief.

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~~B. All development and redevelopment activities, including single-family residential~~ SAFEGUARD - DEMENT 02-1077
development, shall comply with the minimum requirements under ~~section~~ Section 98-119-114 of this article. Failure to comply with the minimum requirements shall be a violation of this article subject to the enforcement provisions and penalties outlined in this article.

~~C. The~~ Additionally, the City of Oxford may enter the property at ~~reasonable times and in a reasonable manner for inspection, any time~~ when it has a reasonable basis to believe that a violation of this article is occurring or has occurred, ~~or~~ and to enter when necessary for abatement of a public nuisance or correction of a violation of this article.

D. Any enforcement activities for violations of the provisions of this article which are also violations of ~~Article IV~~ Article IV. - Erosion Control of Chapter 98 for land-disturbing activities shall be undertaken under the provisions of ~~Article IV~~ Article IV. - Erosion Control of Chapter 98.

E. Any enforcement activities for violations of the provisions of this article which are also violations of Article II. Landscaping and Tree Protection of Chapter 34 ~~for landscaping~~, shall be undertaken under the provisions of Article II. Landscaping and Tree Protection of Chapter 34.

Section 98-~~125~~124. PENALTIES

In the event an owner or responsible party does not complete the remedial measures described in the notice of violation within the time provided the City of Oxford may take any one or more of the following actions or impose any one or more of the following penalties:

- A. Stop work order. A stop work order may be served on the owner or other responsible party; which order shall have the effect of suspending all permits authorizing the land development project except for the work required to remedy the violation or as otherwise specifically provided therein. The stop work order shall remain in effect until the owner or other responsible party has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein.
- B. Certificate of occupancy. The City of Oxford may withhold a certificate of occupancy for any improvements on the site until the owner or other responsible party has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.
- C. Criminal penalties. Any person violating any provision of this article shall also be guilty of a misdemeanor fined not more than one thousand dollars (\$1,000.00) per day and/or sentenced to no more than six (6) months in jail. Each day a violation of this article continues shall be deemed a separate offense.

Section 98-~~126~~125. MISCELLANEOUS

- A. Validity. If any term or provision of this ordinance shall be held to be unconstitutional or otherwise unenforceable, the remainder thereof shall not be affected thereby and shall remain in full force and effect.

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- B. Conflict. All ordinances previously adopted on the subject of this ordinance which are in conflict herewith are hereby repealed, and the applicable provisions of the ordinance are substituted in their place.
- C. Variances. The City of Oxford Board of Adjustments shall have the power to authorize variances from the provisions or requirements of this ordinance as will not be contrary to the public interest. No variance from the strict application of any provision shall be granted unless it is found that:
1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same District;
 2. Literal interpretation of the provisions of this ordinance would deprive the owner of rights commonly enjoyed by other properties in the same District under the terms of this ordinance;
 3. The special conditions and circumstances do not result from the actions of the applicant; and
 4. Granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same District.
- ~~D. Review of Stormwater Management Plan. Review of each Stormwater Management Plan shall be completed as part of the site plan review process. A complete submittal must meet the requirements of Section 98-116.~~

Section 98-~~127~~126. REPEALING CLAUSE

All ordinances, or resolutions of the Mayor and Board of Aldermen of the City of Oxford that conflict with the provisions of this ordinance shall be, and the same are hereby repealed, and rescinded, but only to the extent of such conflict.

Section 98-~~128~~127. SEVERABILITY

If any provision of this ordinance is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such findings shall not affect the other provisions hereof, which shall remain in full force and effect

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Section 98-129128. EFFECTIVE DATE SAFEGUARD - DEMENT 62-1077

~~This~~ Upon adoption by the Board of Aldermen, this Ordinance shall become effective and be in force as provided by the law.

The above Ordinance having been 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 Aldermen _____, and the roll being called, the same was adopted by the following votes:

Alderman Addy	voted _____
Alderman Hulse	voted _____
Alderman Antonow	voted _____
Alderman Howell	voted _____
Alderman Taylor	voted _____
Alderman Bailey	voted _____
Alderman Morgan	voted _____

APPROVED, this the _____ day of _____, 2018.

ROBYN TANNEHILL, MAYOR

ATTEST:

ASHLEY ATKINSON, CITY CLERK

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STATE OF MISSISSIPPI
COUNTY OF LAFAVETTE

WATER LINE EASEMENT

IN CONSIDERATION of the sum of One and No/100 Dollars (\$1.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor

ACC OP (OXFORD MISSISSIPPI) LLC
12700 Hill Country Blvd., Suite T-200
Austin, TN 38738

does hereby grant, bargain, sell, convey, and warrant unto Grantee,

City of Oxford, Mississippi, a municipal corporation,
107 Courthouse Square
Oxford, MS 38655
(662) 232-2315

an exclusive, perpetual easement over, above, under, across and through certain areas of the Grantor property, located at Price Hill Drive, City of Oxford, Mississippi, commonly known as U-Club Townhomes, that is identified as "City of Oxford Waterline Easement delineated ten (10) feet from each side of the waterline as installed," and being more particularly described and depicted on that certain Water Easement Exhibit, dated July 16, 2018, prepared by M & N Excavators, and attached hereto and incorporated herein as

See Exhibit "A" (Waterline Easement Area")
Indexing Instructions to be provided under separate cover

It is intended by this instrument to grant the exclusive, perpetual right to maintain, replace, reconstruct, access, inspect, operate, and repair the water lines, pipes, and all related facilities, and appurtenances thereto ("Water Lines"), all under, across and through the Waterline Easement Area, together with the right to perform such excavation, digging, grading, and general earth disturbing activities of such dimension and shape as those in charge of the construction and general disturbing deem necessary or incidental thereto, and such other rights as may be necessary or convenient for the enjoyment of the easements, rights and privileges provided herein. All such rights shall be exclusive and inure to the benefit of the City, its servants, agents, employees, and assigns. Notwithstanding the foregoing, Grantor and Grantee acknowledge and agree that Grantee shall not use the Waterline Easement Area for construction purposes, or for purposes of conducting construction activities, other than as necessary for the construction, installation, maintenance and repair of the Water Lines.

Notwithstanding the exclusive nature of this easement, the existing storm drainage pipes, private sewer pipes, pavement, curb and gutter, sidewalks, and landscaping noted and as delineated on the attached Exhibit A and as approve in the construction site plan shall not be considered an encroachment.

The easement granted herein shall include all rights, benefits, privileges, and easements necessary or convenient for the full enjoyment and use of the Waterline Easement Area for the purposes described herein and shall include the necessary easements and rights for ingress and egress to and from the Waterline Easement over other property of the Grantor, and access to the water facilities, all for and to Grantee, servants, agents, employees and assigns, and the right to cut away and keep clear, remove and dispose of all trees and to remove and dispose of all obstructions now on the Waterline Easement Area by the Grantor or any person, which removal is necessary for the Grantee's use of the Waterline Easement Area; provided, however, that the Grantee shall restore the surface area as Grantee would restore and repair a city street (with crushed stone and asphalt patch) and seed with grass any non-paved areas, as needed and desired.

Except for the rights, privileges, benefits and exclusive easement granted herein, Grantor reserves unto itself all rights of ownership and use to the Waterline Easement Area not inconsistent herewith, provided that such uses shall not interfere with the proper operation, maintenance and repair to the Water Lines. The easement granted herein shall run with and bind the land, benefiting the Grantee's property, and burdening the Grantor's property of which the Waterline Easement Area is a part.

The Grantee shall have the right to provide branch line connections to said lines and facilities whenever and wherever it shall deem advisable. Should the Grantee deem it advisable to increase the capacity of said lines and/or facilities, or any portion thereof, this instrument shall remain in force and effect for such increases in capacity the same as if repairs were being made.

The purpose of this instrument is to dedicate for public use the Water Lines. Grantor acknowledges and covenants that this is the sole, for complete record holding of goods and marketable title to the interest hereby described.

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

Grantor has been informed and understands that Grantor has the right to an appraisal and to the payment of fair market value for the property, and Grantor hereby waives said right to such an appraisal and compensation and hereby dedicates and donates the property to the City of Oxford.

TO HAVE AND TO HOLD said easement unto Grantee and its successors and assigns so long as the property described herein is used for the purpose designated above.

WITNESS MY SIGNATURE: this the 19 day of JULY 2018

DEVELOPER: ACC OP (OXFORD MISSISSIPPI) LLC

By [Signature]
Name DANIEL PERRY
Title VICE PRESIDENT

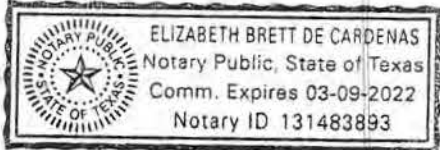
STATE OF Texas
COUNTY OF Travis

Personally appeared before me, the undersigned authority in and for the said county and state, on this 19th day of July, 2018, within my jurisdiction, the within named Daniel Perry, who acknowledged to me that he is the authorized signatory of ACC OP (Oxford Mississippi) LLC, a Delaware limited liability company, and that for and on behalf of said corporation, partnership and companies, and in such capacities and as their act and deed, he executed the above and foregoing instrument for the purposes set forth therein, after first having been duly authorized so to do.

Brett de Cardenas
Notary Public

My Commission Expires: 3.9.22

CITY OF OXFORD MISSISSIPPI,
a municipal corporation



By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2018, within my jurisdiction, the within named _____ who acknowledged to me that he/she is the authorized signatory of the City of Oxford, and that for and on behalf of said corporation, partnership and companies, and in such capacities and as their act and deed, he executed the above and foregoing instrument for the purposes set forth therein, after first having been duly authorized so to do.

Notary Public

My Commission Expires:

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

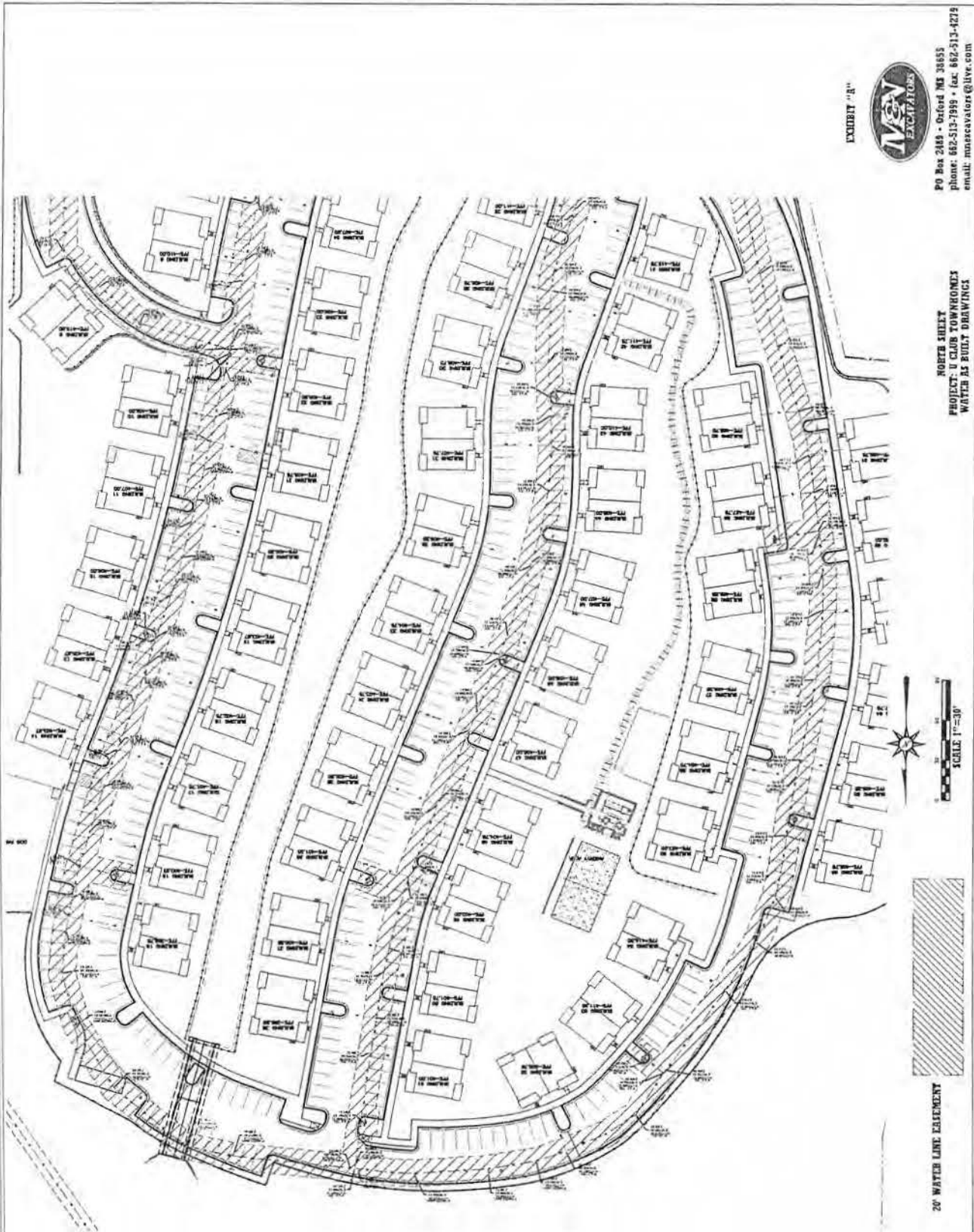


EXHIBIT "R"



P.O. Box 2440 - Oxford, MS 38655
Phone: 662-513-7999 - Fax: 662-513-4279
Email: msnexcavators@live.com

NOTA SHEET
PROJECT: U. CLAR TOWNHOMES
WATER AS BUILT DRAWING



20' WATER LINE EASEMENT

MINUTE BOOK No. 82, CITY OF OXFORD

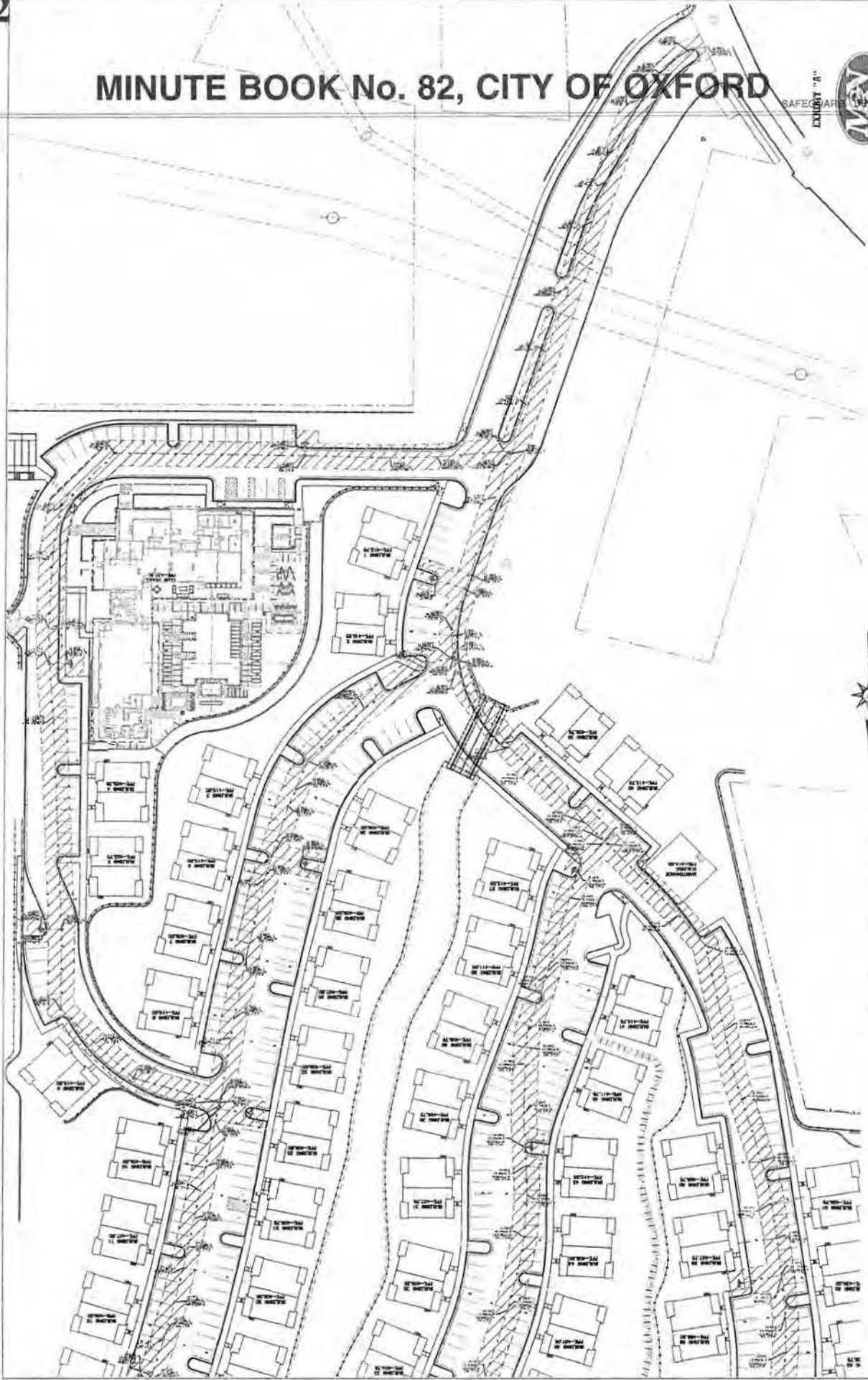


PO Box 2489 • Oxford, MS 38655
phone: 662-513-1395 • fax: 662-513-4279
email: mnaexcavators@live.com

SOUTH SHEET
PROJECT: U CLUB TOWNHOMES
WATER AS BUILT DRAWINGS



20' WATER LINE EASEMENT



MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

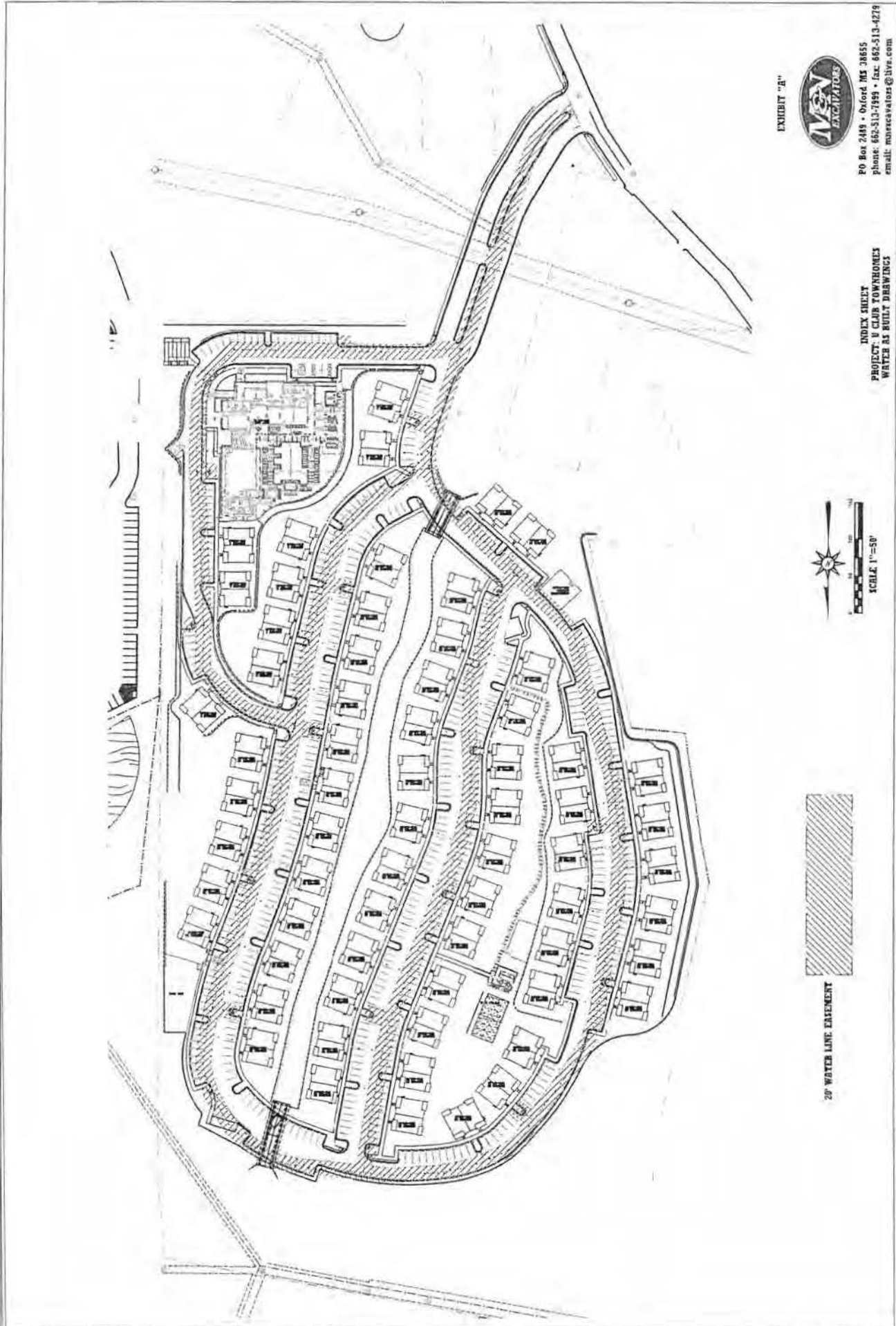


EXHIBIT "A"



PO Box 2449 • Oxford, MS 38655
phone: 662-513-7999 • fax: 662-513-4279
email: murecavalors@live.com

INDEX SHEET
PROJECT: V CLUB TOWNHOMES
WATER AS BUILT DRAWING



20' WATER LINE EASEMENT

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 82-1077

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

WATER LINE EASEMENT

IN CONSIDERATION of the sum of One and No/100 Dollars (\$1.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor,

DRI/CA Oxford, LLC
130 E. Randolph St., Suite 2100
Chicago, IL 60601 (312)994-1880

does hereby grant, bargain, sell, convey, and warrant unto, Grantee,

City of Oxford, Mississippi, a municipal corporation,
107 Courthouse Square
Oxford, MS 38655
(662) 232-2315

an exclusive, perpetual easement over, above, under, across and through certain areas of the Grantor property located at 514 Jackson Avenue East, City of Oxford, Mississippi, commonly known as Uncommon Oxford (formerly Jackson Row), that is identified as "City of Oxford Access Easement to Fire Hydrant" or "City of Oxford Access Easement to Meter Box" which only includes the physical water meter itself and access to the fire hydrants specifically excluding all water lines that were not installed by the City including the remainder of the water line(s) beyond 9' from the edge of the pavement of Jackson Avenue, the meter box, fire hydrants and all such other connections, and being more particularly described and depicted on that certain Water Easement Exhibit #1, dated 8/2/17 prepared by Precision Engineering Corporation, and attached hereto and incorporated herein as:

See Exhibit "#1"

Indexing Instructions to be provided under separate cover

It is intended by this instrument to grant the exclusive, perpetual right to maintain, replace, reconstruct, access, inspect, operate, and repair the 8" water main installed by the City and extending approximately 9' beyond the edge of pavement within the right-of-way as well as the actual water meter, under, across and through the Waterline Easement Area, together with the right to perform such excavation, digging, grading, and general earth disturbing activities of such dimension and shape as those in charge of the construction and general disturbing deem necessary or incidental thereto, and such other rights as may be necessary or convenient for the enjoyment of the

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

easements, rights and privileges provided herein. Notwithstanding the foregoing, this grant of easement shall not restrict Grantor's access over the easement area for purposes of egress and ingress. This easement shall also grant full access to the fire hydrant for purposes of flushing, inspecting, and all other such use as is customary with a fire hydrant. Access to such fire hydrant shall be from the closest point of Grantor's property line to such fire hydrant. All such rights shall be exclusive and inure to the benefit of the City, its servants, agents, employees, and assigns. Notwithstanding the foregoing, Grantor and Grantee acknowledge and agree that Grantee shall not use the Waterline Easement Area or any fire hydrant areas for construction purposes, or for purposes of conducting construction activities, other than as necessary for the construction, installation, maintenance and repair of the water lines.

Notwithstanding the exclusive nature of this easement, the City's access to the two existing fire hydrants within the owner's property line noted and as delineated on the attached Exhibit #1 and as approved in the construction site plan shall not be considered an encroachment.

The easement granted herein shall include all rights, benefits, privileges, and easements necessary or convenient for the full enjoyment and use of the Waterline Easement Area for the purposes described herein and shall include the necessary easements and rights for ingress and egress to and from the Waterline Easement and the fire hydrants over other property of the Grantor, and access to the water facilities, all for and to Grantee, servants, agents, employees and assigns, and the right to cut away and keep clear, remove and dispose of all trees and to remove and dispose of all obstructions now on the Waterline Easement Area by the Grantor or any person, which removal is necessary for the Grantee's use of the Waterline Easement Area; provided, however, that the Grantee shall restore the surface area as Grantee would restore and repair a city street (with crushed stone and asphalt patch) and seed with grass any non-paved areas, as needed and desired. It is understood with this easement that the Grantee does not anticipate any reason to dig outside of the Waterline Easement Area or within the Grantor's property and the repairs noted in this paragraph would be limited to any repairs required in the event that normal and typical flushing of the fire hydrants were to cause damage to the pavement. There is no foreseeable reason that repair to the water meter would require any excavation under normal conditions.

Except for the rights, privileges, benefits and exclusive easement granted herein, Grantor reserves unto itself all rights of ownership and use to the Waterline Easement Area not inconsistent herewith; provided that such uses shall not interfere with the proper operation, maintenance and repair to the fire hydrants and meter box. The easement granted herein shall run with and bind the land, benefiting the Grantee's property, and burdening the Grantor's property of which the Waterline Easement Area is a part.

The Grantee shall have the right to provide branch line connections to said lines and facilities whenever and wherever it shall deem advisable. Should the Grantee deem it advisable to increase the capacity of said lines and/or facilities, or any portion thereof, this instrument shall remain in force and effect for such increases in capacity the same as if repairs were being made.

The purpose of this instrument is to dedicate for public use and access the water meter and the fire hydrants. Grantor acknowledges and covenants that it is the sole, fee simple record holder of good and marketable title to the subject property described herein.

Grantor has been informed and understand that Grantor has the right to an appraisal and to the payment of fair market value for the property, and Grantor hereby waives said right to such an appraisal and compensation and hereby dedicates and donates the property to the City of Oxford.

TO HAVE AND TO HOLD said easement unto Grantee and its successors and assigns so long as the property described herein is used for the purpose designated above.

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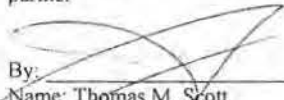
WITNESS MY SIGNATURE this the _____ day of _____, 2017
MINUTE BOOK No. 82, CITY OF OXFORD
Grantor:

SAFEGUARD - DEMENT 62-1077

DRI/CA Oxford, LLC, a Delaware limited liability company

By: **CA-GI-QR Joint Venture LP**, a Delaware limited partnership, its sole member

By: **CA-GI General Partner LLC**, a Delaware limited liability company, its general partner

By: 
Name: **Thomas M. Scott**
Title: **Authorized Signatory**

Grantee:

CITY OF OXFORD MISSISSIPPI,
a municipal corporation

By: _____

Name: _____

Title: _____

STATE OF Illinois
COUNTY OF Cook

Personally appeared before me, the undersigned authority in and for the said county and state, on this 31st day of August, 2017, within my jurisdiction, the within named **Thomas M. Scott**, who acknowledged to me that he is the authorized signatory of **CA-GI General Partner LLC**, a Delaware limited liability company, which is the general partner of **CA-GI-QR Joint Venture LP**, a Delaware limited partnership, which is the sole member of **DRI/CA Oxford, LLC**, a Delaware limited liability company, and that for and on behalf of said corporation, partnership and companies, and in such capacities and as their act and deed, he executed the above and foregoing instrument for the purposes set forth therein, after first having been duly authorized so to do.


Notary Public

My Commission Expires: 11/25/2018



MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077



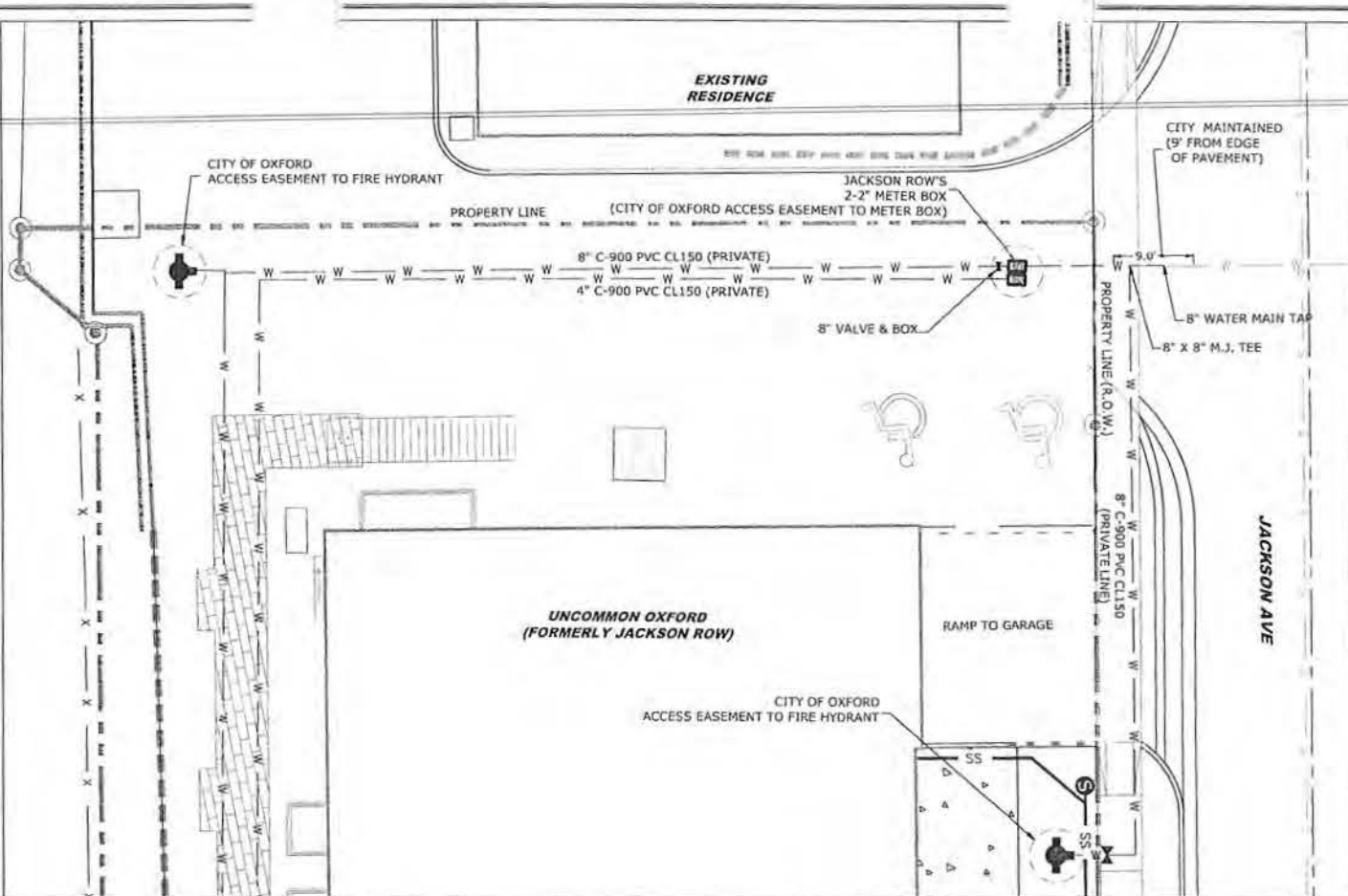
REVISIONS:		
NO.	DATE	DESCRIPTION
01	01/11/2011	ISSUED FOR PERMIT
02	01/11/2011	ISSUED FOR PERMIT
03	01/11/2011	ISSUED FOR PERMIT
04	01/11/2011	ISSUED FOR PERMIT
05	01/11/2011	ISSUED FOR PERMIT
06	01/11/2011	ISSUED FOR PERMIT

WATER EASEMENT EXHIBIT
FOR
JACKSON ROW
OXFORD, MS

DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE

ALL DIMENSIONS
SHOWN ON THIS
DRAWING ARE IN
FEET AND INCHES
UNLESS OTHERWISE
NOTED. ALL DIMENSIONS
ARE TO CENTERLINE
UNLESS OTHERWISE
NOTED. ALL DIMENSIONS
ARE TO CENTERLINE
UNLESS OTHERWISE
NOTED.

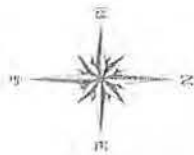
EXHIBIT
#1



LEGEND

These standard symbols may be found in the drawing.

- PROPERTY LINE
- ADJOINING PROPERTY LINE
- EASEMENT LINE
- SETBACK LINES
- CURB
- EDGE OF PAVEMENT
- CENTERLINE OF ROAD
- SIDEWALK
- WATER LINE
- SEWER LINE
- BUILDING WALL



WATER LINE EASEMENT

IN CONSIDERATION of the sum of One and No/100 Dollars (\$1.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor,

RDC Fund IX Investments, LLC
1100 Quail Street, Ste. 203
Newport Beach, CA 92660
(949) 250-4245

does hereby grant, bargain, sell, convey, and warrant unto, Grantee,

City of Oxford, Mississippi, a municipal corporation,
107 Courthouse Square
Oxford, MS 38655
(662) 232-2315

An exclusive, perpetual easement over, above, under, across and through certain areas of the Grantor property located at 207 Hathorn Road, City of Oxford, Mississippi, commonly known as Gather at Oxford, that is identified as "City of Oxford Waterline Easement delineated ten (10) feet from each side of the waterline as installed," and being more particularly described and depicted on that certain Water Easement Exhibit, dated _____, prepared by _____, and attached hereto and incorporated herein as:

See Exhibit "A" (Waterline Easement Area")
Indexing Instructions to be provided under separate cover

It is intended by this instrument to grant the exclusive, perpetual right to maintain, replace, reconstruct, access, inspect, operate, and repair the water lines, pipes, and all related facilities, and appurtenances thereto ("Water Lines"), all under, across and through the Waterline Easement Area, together with the right to perform such excavation, digging, grading, and general earth disturbing activities of such dimension and shape as those in charge of the construction and general disturbing deem necessary or incidental thereto, and such other rights as may be necessary or convenient for the enjoyment of the easements, rights and privileges provided herein. All such rights shall be exclusive and inure to the benefit of the City, its servants, agents, employees, and assigns. Notwithstanding the foregoing, Grantor and Grantee acknowledge and agree that Grantee shall not use the Waterline Easement Area for construction purposes, or for purposes of conducting construction activities, other than as necessary for the construction, installation, maintenance and repair of the Water Lines.

Notwithstanding the exclusive nature of this easement, the existing **stormdrain, private sewer line and retaining wall** noted and as delineated on the attached Exhibit A and as approved in the construction site plan shall not be considered an encroachment.

The easement granted herein shall include all rights, benefits, privileges, and easements necessary or convenient for the full enjoyment and use of the Waterline Easement Area for the purposes described herein and shall include the necessary easements and rights for ingress and egress to and from the Waterline Easement over other property of the Grantor, and access to the water facilities, all for and to Grantee, servants, agents, employees and assigns, and the right to cut away and keep clear, remove and dispose of all trees and to remove and dispose of all obstructions now on the Waterline Easement Area by the Grantor or any person, which removal is necessary for the Grantee's use of the Waterline Easement Area; provided, however, that the Grantee shall restore the surface area as Grantee would restore and repair a city street (with crushed stone and asphalt patch) and seed with grass any non-paved areas, as needed and desired.

Except for the rights, privileges, benefits and exclusive easement granted herein, Grantor reserves unto itself all rights of ownership and use to the Waterline Easement Area not inconsistent herewith; provided that such uses shall not interfere with the proper operation, maintenance and repair to the Water Lines. The easement granted herein shall run with and bind the land, benefiting the Grantee's property, and burdening the Grantor's property of which the Waterline Easement Area is a part.

The Grantee shall have the right to provide branch line connections to said lines and facilities whenever and wherever it shall deem advisable. Should the Grantee deem it advisable to increase the capacity of said lines and/or facilities, or any portion thereof, this instrument shall remain in force and effect for such increases in capacity the same as if repairs were being made.

The purpose of this instrument is to dedicate for public use the Water Lines. Grantor acknowledges and covenants that it is the sole, fee simple record holder of good and marketable title to the subject property described herein.

MINUTE BOOK No. 82, CITY OF OXFORD

Grantor has been advised and understands that Grantor has the right to an appraisal and to the payment of fair market value for the property, and Grantor hereby waives said right to such an appraisal and compensation and hereby dedicates and donates the property to the City of Oxford.

TO HAVE AND TO HOLD said easement unto Grantee and its successors and assigns so long as the property described herein is used for the purpose designated above.

WITNESS MY SIGNATURE, this the 1st day of July, 2016.

RDC Fund IX Investments, LLC

By: **RDC Fund IX Investments, LLC**

By: 

Name: Lawrence Rael

Title: Managing Member

CITY OF OXFORD MISSISSIPPI,
a municipal corporation

By: _____

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2016, within my jurisdiction, the within named _____, who acknowledged to me that he is the authorized signatory of **RDC Fund IX Investments, LLC**, who acknowledged to me that he is the authorized signatory of **RDC Fund IX Investments, LLC**, who acknowledged to me that he is the authorized signatory for Gather at Oxford built off of Hathorn, **RDC Fund IX Investments, LLC**, and _____, who acknowledged to me that he is the authorized signatory of **RDC Fund IX Investments, LLC**, a **Delaware** limited liability company, and that for and on behalf of said corporation, partnership and companies, and in such capacities and as their act and deed, he executed the above and foregoing instrument for the purposes set forth therein, after first having been duly authorized so to do.

Notary Public

My Commission Expires:

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

WATER LINE EASEMENT

IN CONSIDERATION of the sum of One and No/100 Dollars (\$1.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor,

Oakmont Oxford, LLC
93 Highway 328
Oxford, MS 38655
(662)816-2700

does hereby grant, bargain, sell, convey, and warrant unto, Grantee,

City of Oxford, Mississippi, a municipal corporation,
107 Courthouse Square
Oxford, MS 38655
(662) 232-2315

an exclusive, perpetual easement over, above, under, across and through certain areas of the Grantor property located at North Pointe Drive, City of Oxford, Mississippi, commonly known as Oakmont Subdivision, Phases 1 & 2, that is identified as "City of Oxford Waterline Easement delineated ten (10) feet from each side of the main waterline and five (5) feet from each side of the service lines up to the water meter as installed," and being more particularly described and depicted on that certain Water Easement Exhibit, dated May 25, 2017, prepared by Williams Engineering Consultants, Inc, and attached hereto and incorporated herein as:

See Exhibit "A" (Final Subdivision Plat for Oakmont Subdivision, Phase 1 and Final Subdivision Plat for Oakmont Subdivision, Phase 2)

Indexing Instructions to be provided under separate cover

It is intended by this instrument to grant the exclusive, perpetual right to maintain, replace, reconstruct, access, inspect, operate, and repair the water lines, pipes, and all related facilities, and appurtenances thereto ("Water Lines"), all under, across and through the Waterline Easement Area, together with the right to perform such excavation, digging, grading, and general earth disturbing activities of such dimension and shape as those in charge of the construction and general disturbing deem necessary or incidental thereto, and such other rights as may be necessary or convenient for the enjoyment of the easements, rights and privileges provided herein. All such rights shall be exclusive and inure to the benefit of the City, its servants, agents, employees, and assigns. Notwithstanding the foregoing, Grantor and Grantee acknowledge and agree that Grantee shall not use the Waterline Easement Area for construction purposes, or for purposes of conducting construction activities, other than as necessary for the construction, installation, maintenance and repair of the Water Lines.

Notwithstanding the exclusive nature of this easement, the existing (see referenced final plats for all other private storm drain, sewer line, etc.) noted and as delineated on the attached Exhibit A and as approved in the construction site plan shall not be considered an encroachment.

The easement granted herein shall include all rights, benefits, privileges, and easements necessary or convenient for the full enjoyment and use of the Waterline Easement Area for the purposes described herein and shall include the necessary easements and rights for ingress and egress to and from the Waterline Easement over other property of the Grantor, and access to the water facilities, all for and to Grantee, servants, agents, employees and assigns, and the right to cut away and keep clear, remove and dispose of all trees and to remove and dispose of all obstructions now on the Waterline Easement Area by the Grantor or any person, which removal is necessary for the Grantee's use of the Waterline Easement Area; provided, however, that the Grantee shall restore the surface area

as Grantee would restore and repair a city street (with crushed stone and asphalt patch) and seed with grass any non-paved areas, as needed and desired.

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 82-1077

Except for the rights, privileges, benefits and exclusive easement granted herein, Grantor reserves unto itself all rights of ownership and use to the Waterline Easement Area not inconsistent herewith; provided that such uses shall not interfere with the proper operation, maintenance and repair to the Water Lines. The easement granted herein shall run with and bind the land, benefiting the Grantee's property, and burdening the Grantor's property of which the Waterline Easement Area is a part.

The Grantee shall have the right to provide branch line connections to said lines and facilities whenever and wherever it shall deem advisable. Should the Grantee deem it advisable to increase the capacity of said lines and/or facilities, or any portion thereof, this instrument shall remain in force and effect for such increases in capacity the same as if repairs were being made.

The purpose of this instrument is to dedicate for public use the Water Lines. Grantor acknowledges and covenants that it is the sole, fee simple record holder of good and marketable title to the subject property described herein.

Grantor has been informed and understand that Grantor has the right to an appraisal and to the payment of fair market value for the property, and Grantor hereby waives said right to such an appraisal and compensation and hereby dedicates and donates the property to the City of Oxford.

TO HAVE AND TO HOLD said easement unto Grantee and its successors and assigns so long as the property described herein is used for the purpose designated above.

WITNESS MY SIGNATURE, this the 5th day of July, 2018.

Oakmont Oxford, LLC

By: Developer

By: [Signature]
Name: J. W. McCurdy

Title: Managing Member

CITY OF OXFORD MISSISSIPPI,
a municipal corporation

By: _____
Name: _____
Title: _____

STATE OF Mississippi
COUNTY OF Lafayette

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5th day of July, 2018, within my jurisdiction, the within named J. W. McCurdy, who acknowledged to me that he is the authorized signatory of **J. W. McCurdy**, who acknowledged to me that he is the authorized signatory of **J. W. McCurdy** who acknowledged to me that he is the authorized signatory for **Oakmont Subdivision Phases 1 & 2** built off of North Point Drive, and J.W. McCurdy, who acknowledged to me that he is the authorized signatory of **Oakmont Oxford, LLC**, a Mississippi Limited Liability Company and that for and on behalf of said company, and in such capacities and as their act and deed, he executed the above and foregoing instrument for the purposes set forth therein, after first having been duly authorized so to do.

[Signature]
Notary Public

My Commission Expires: 10/21/19



STATE OF MISSISSIPPI **MINUTE BOOK No. 82, CITY OF OXFORD**
 COUNTY OF LAFAYETTE

SAFEGUARD - DEMENT 82-1077

SEWER LINE EASEMENT

IN CONSIDERATION of the sum of One and No/100 Dollars (\$1.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor,

S 16th Square, LLC
 5004 Currie Dr, Oxford MS 38655
 662-701-8965

does hereby grant, bargain, sell, convey, and warrant unto, Grantee,

City of Oxford, Mississippi, a municipal corporation,
 107 Courthouse Square
 Oxford, MS 38655
 (662) 232-2315

an exclusive, perpetual easement over, above, under, across and through certain areas of the Grantor property located at 1308 S 16th St Ext, City of Oxford, Mississippi, commonly known as Lot 81 138F-28-118.00, that is identified as "City of Oxford Sewerline Easement delineated ten (10) feet from each side of the main Sewerline and five (5) feet from each side of the service lines up to the water meter as installed," and being more particularly described and depicted on that certain Water Easement Exhibit, dated 3/9/2017, prepared by Corey Alger and attached hereto and incorporated herein as:

See Exhibit "A" (Sewer Line Easement Area")
 Indexing Instructions to be provided under separate cover

It is intended by this instrument to grant the exclusive, perpetual right to maintain, replace, reconstruct, access, inspect, operate, and repair the water lines, pipes, and all related facilities, and appurtenances thereto ("Sewer Lines"), all under, across and through the Sewer Easement Area, together with the right to perform such excavation, digging, grading, and general earth disturbing activities of such dimension and shape as those in charge of the construction and general disturbing deem necessary or incidental thereto, and such other rights as may be necessary or convenient for the enjoyment of the easements, rights and privileges provided herein. All such rights shall be exclusive and inure to the benefit of the City, its servants, agents, employees, and assigns. Notwithstanding the foregoing, Grantor and Grantee acknowledge and agree that Grantee shall not use the Sewerline Easement Area for construction purposes, or for purposes of conducting construction activities, other than as necessary for the construction, installation, maintenance and repair of the Sewer Lines.

Notwithstanding the exclusive nature of this easement, the existing sewer line and manhole noted and as delineated on the attached Exhibit A and as approved in the construction site plan shall not be considered an encroachment.

The easement granted herein shall include all rights, benefits, privileges, and easements necessary or convenient for the full enjoyment and use of the Sewer Line Easement Area for the purposes described herein and shall include the necessary easements and rights for ingress and egress to and from the Sewer line Easement over other property of the Grantor, and access to the Sewer facilities, all for and to Grantee, servants, agents, employees and assigns, and the right to cut away and keep clear, remove and dispose of all trees and to remove and dispose of all obstructions now on the Sewerline Easement Area by the Grantor or any person, which removal of the wooden bridge necessary for the Grantee's use of the Sewerline Easement Area; provided, however, that the Grantee shall restore the surface area as Grantee would restore and repair a city street (with crushed stone and asphalt patch) and seed with grass any non-paved areas, as needed and desired.

Except for the rights, privileges, benefits and exclusive easement granted herein, Grantor reserves unto itself all rights of ownership and use to the Sewerline Easement Area not inconsistent herewith; provided that such uses shall not interfere with the proper operation, maintenance and repair to the Water Lines. The easement granted herein shall run with and bind the land, benefiting the Grantee's property, and burdening the Grantor's property of which the Sewerline Easement Area is a part.

The Grantee shall have the right to provide branch line connections to said lines and facilities whenever and wherever it shall deem advisable. Should the Grantee deem it advisable to increase the capacity of said lines and/or facilities, or any portion thereof, this instrument shall remain in force and effect for such increases in capacity the same as if repairs were being made.

MINUTE BOOK No. 82, CITY OF OXFORD

Sewer

The purpose of this instrument is to dedicate for public use the ~~Water Lines~~ *Sewer* ~~SAFEGUARD DEDICATION~~ *SAFEGUARD DEDICATION* Grantor acknowledges and covenants that it is the sole, fee simple record holder of good and marketable title to the subject property described herein.

Grantor has been informed and understand that Grantor has the right to an appraisal and to the payment of fair market value for the property, and Grantor hereby waives said right to such an appraisal and compensation and hereby dedicates and donates the property to the City of Oxford.

TO HAVE AND TO HOLD said easement unto Grantee and its successors and assigns so long as the property described herein is used for the purpose designated above.

WITNESS MY SIGNATURE, this the 14th day of June, 2017.

Developer

By: S 16th Square, LLC

Todd Wade *Todd Wade*
Title: Manager

CITY OF OXFORD MISSISSIPPI,
a municipal corporation

By: _____

Name: _____

Title: _____

STATE OF Mississippi
COUNTY OF Lafayette

Personally appeared before me, the undersigned authority in and for the said county and state, on this 14th day of June, 2017 within my jurisdiction, the within named Todd Wade, who acknowledged to me that he is the authorized signatory of **S. 16th Square, LLC.**, who acknowledged to me that he is the authorized signatory of **S. 16th Square, LLC.**, who acknowledged to me that he is the authorized signatory for (1308 S 16th St Ext) built off of (S 16th St Ext), and Todd Wade, who acknowledged to me that he is the authorized signatory of **S 16th Square, LLC**, a **State of Mississippi** limited liability company, and that for and on behalf of said corporation, partnership and companies, and in such capacities and as their act and deed, he executed the above and foregoing instrument for the purposes set forth therein, after first having been duly authorized to do.

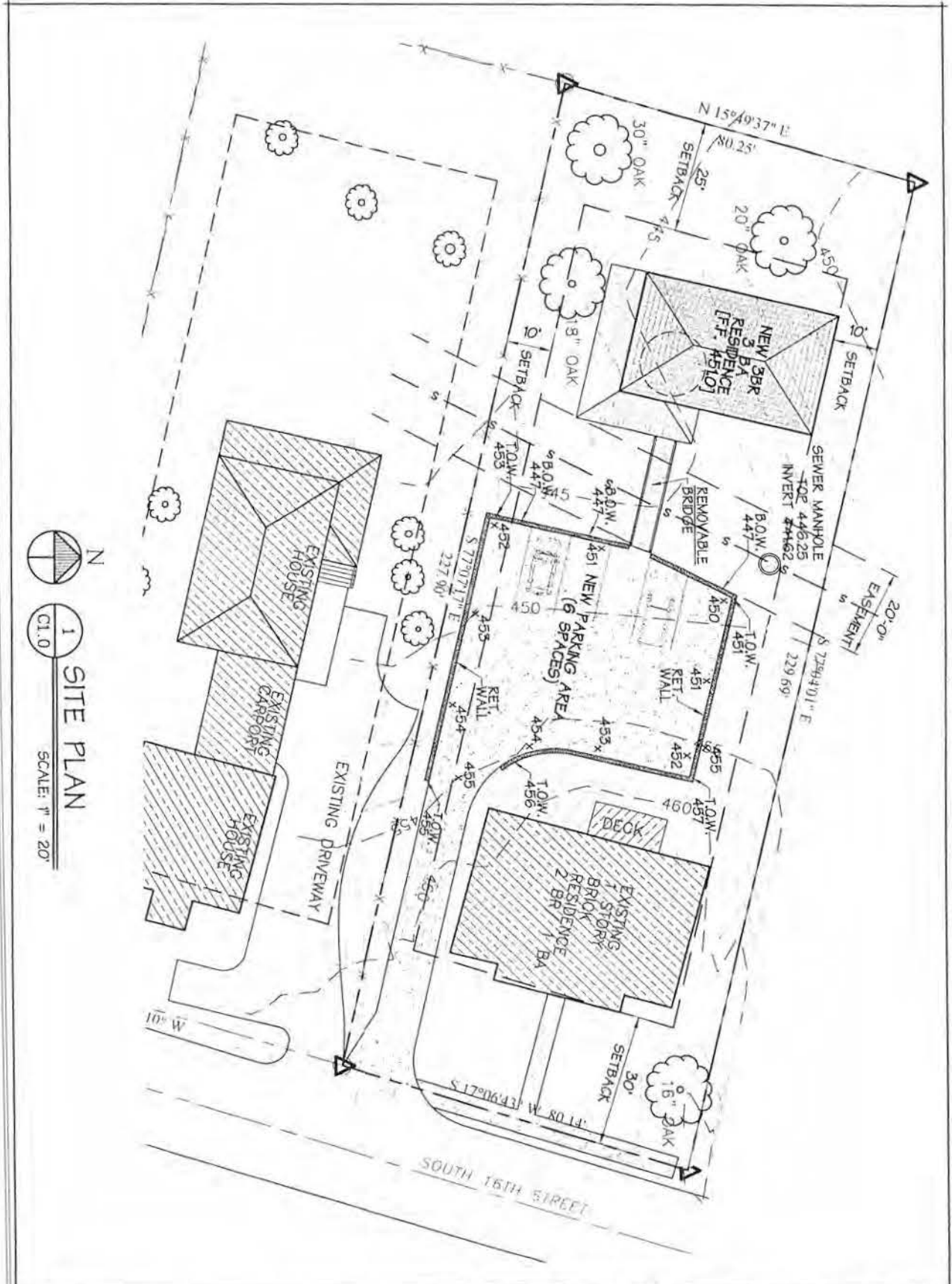


Angela Ducote
Notary Public

My Commission Expires:
Aug. 03, 2018

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 82-1077



N
1 SITE PLAN
SCALE: 1" = 20'

STATE OF MISSISSIPPI COUNTY OF
LAFAYETTE

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 82-1077

TEMPORARY CONSTRUCTION EASEMENT

FOR AND IN CONSIDERATION of the sum of \$10.00 cash in hand and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor,

Southern Developers Group, LLC
245 Pearson Street
Clarksdale, Mississippi 38614
(662) 902-3819

does hereby grant, bargain, convey and warrant unto Grantee,

City of Oxford, Mississippi,
a municipal corporation 107 Courthouse Square
Oxford, MS 38655
(662) 232-2315

a temporary construction easement for access and construction on and across the following described property located and being situated in the County of Lafayette, State of Mississippi, to-wit:

A portion of the south right of way of Fazio drive along Lots 61 and 62 of the Grand Oaks Phase III A, City of Oxford, Lafayette County, Mississippi, more fully described in Exhibit "A" attached.

The Grantor grants to Grantee, its servants, agents or employees the right of ingress and egress and access across and to the above described property while construction of additional drainage and other improvements is ongoing on the adjoining property represented by the Grantee, and the right to store and operate materials and equipment for the purposes noted.

The Grantor agrees that the consideration above noted as full compensation for all damages caused by the exercise of any right granted by this instrument, except that the Grantee shall remain liable for any direct physical damage caused to the easement area and or remaining property of the Grantor by Grantee's construction forces.

Grantor hereby waives its right to appraisal of the fair market value of the property rights conveyed, as well as its right to just compensation for any value of the easement over and above the consideration given, if any.

Upon completion of construction noted herein this easement shall expire.

Southern Developers Group, LLC



By: Andrew Rhoden, Manager

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the said county and state, on this day, within my jurisdiction, the within named Andrew Rhoden, who acknowledged to me he is the manager of Southern Developers Group, LLC, a Mississippi limited liability company, and that for and on behalf of said company, and as its act and deed, he executed the above and foregoing instrument after having been duly authorized so to do.

Given under my hand and official seal on this the 23 day of July, 2018.

My Commission Expires: 10/21/19
Notary Public

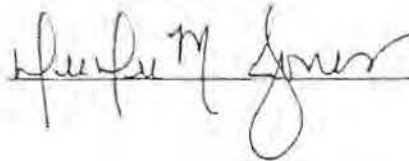
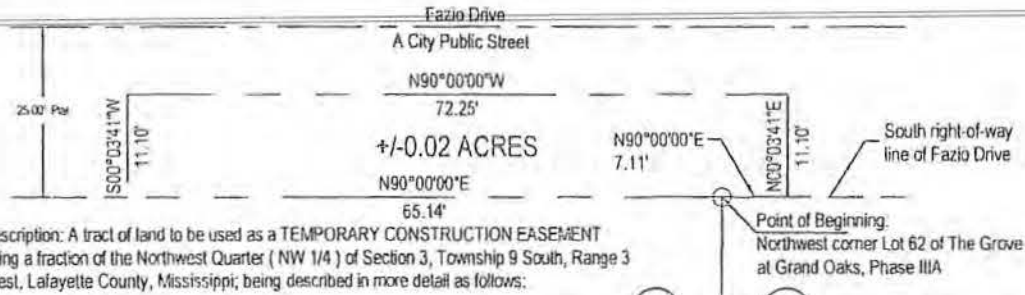


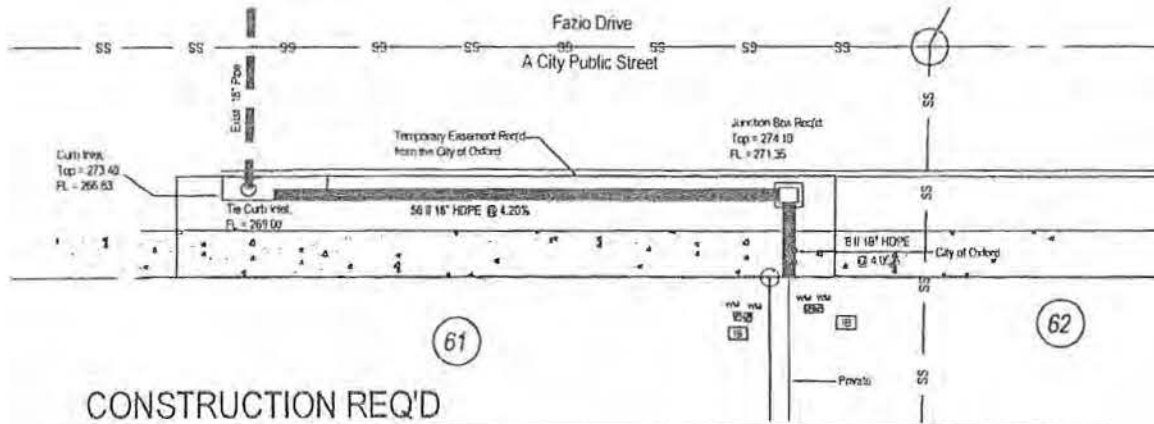

EXHIBIT "A"



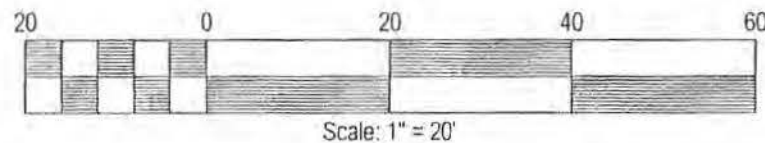
Description: A tract of land to be used as a TEMPORARY CONSTRUCTION EASEMENT being a fraction of the Northwest Quarter (NW 1/4) of Section 3, Township 9 South, Range 3 West, Lafayette County, Mississippi; being described in more detail as follows:

Beginning on the South right-of-way line of Fazio Drive at the Northwest corner of Lot 62 of The Grove at Grand Oaks Phase IIIA, said Official Plat of The Grove at Grand Oaks Phase IIIA on file in the Office of the Chancery Clerk of Lafayette County, Mississippi, in Plat Cabinet-C, Slide-44; run thence Due West along said South right-of-way line for a distance of 65.14 feet to a Point; run thence N 00° 03' 41\"/>

EASEMENT



CONSTRUCTION REQ'D



WILLIAMS ENGINEERING CONSULTANTS, INC.
Professional Engineers | Professional Land Surveyors
720 NORTH LAMAR BOULEVARD, SUITE A
P.O. BOX 1187 OXFORD, MISSISSIPPI 38655
662.238.5675

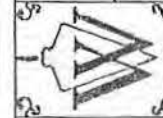


Exhibit "A" - Temporary Easement for:
Southern Developers Group, LLC
Fazio Drive; Grand Oaks
City of Oxford, MS

Scale: 1"=20'
Date: 7-23-18
File: ~~183151~~
Proj. No.: SD-183151
Drawn By: JWW
Checked By: JWW
Sheet Title:

Easement

Sheet No.

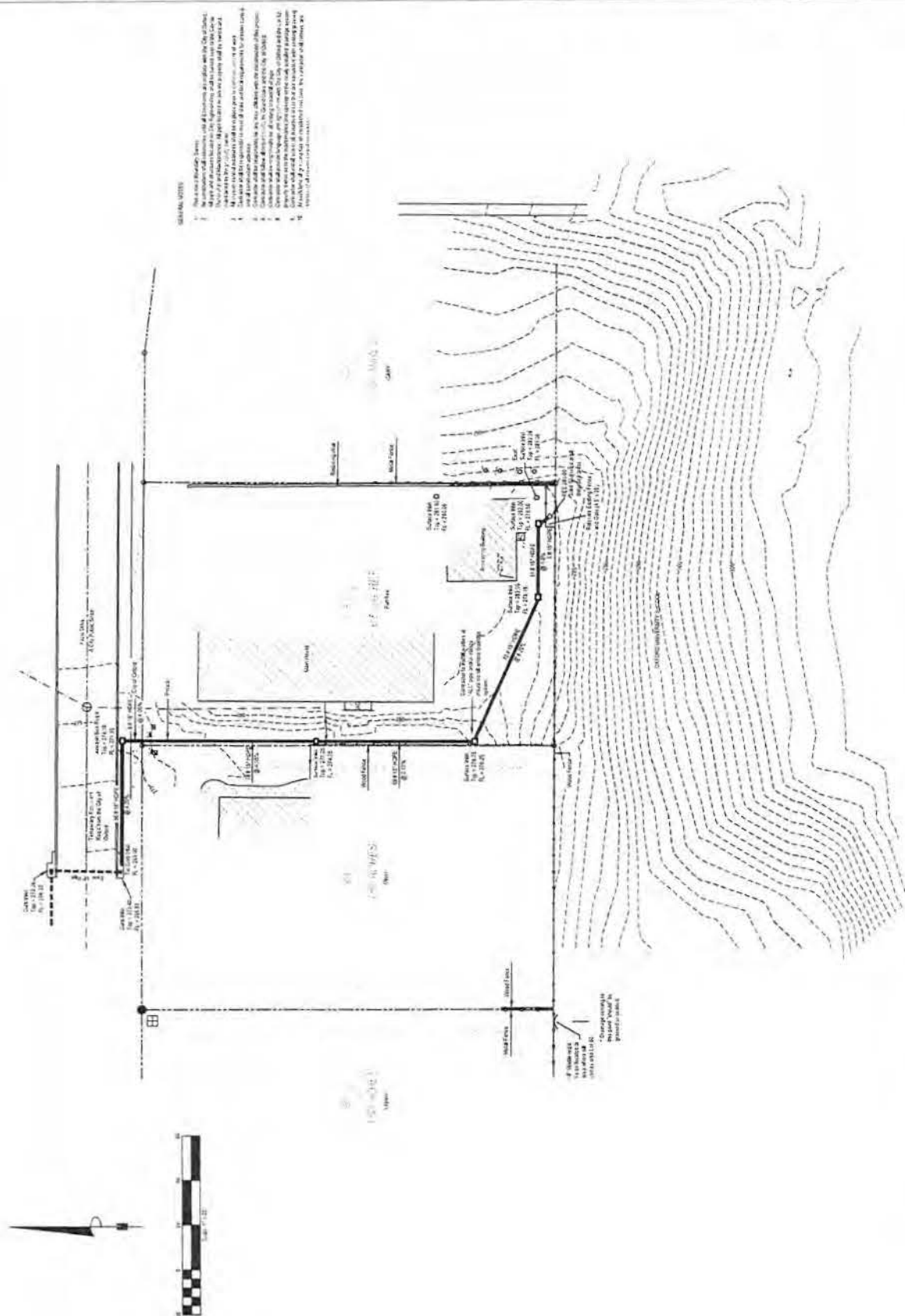
1

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - EASEMENT 82-1077

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1977



MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

Geotechnical Engineering
Hydraulic Engineering
Civil Engineering
Surveying

276 County Road 101
Oxford, MS 38655
oxford@pecorpms.com



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

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

July 17, 2018

Mr. Bart Robinson, P.E.
Director of Public Works
City of Oxford
107 Courthouse Square
Oxford, MS 38655

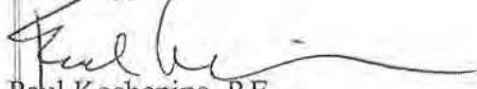
RE: Hwy 314 Lift Station Improvements and Davidson Creek Sewer Extension
Recommendation for Contract Award

Dear Bart,

I have enclosed the tabulated Bids for the referenced utility project. We have reviewed the Bids and supplemental information and recommend award to Eubank Construction Company, Inc., the low Bidder. As you are aware, the low bid is significantly higher than we anticipated and exceeds our construction estimate. After discussions with the low bidder, and other contractors who prepared bids but did not submit them, it has become clear that the very challenging ground conditions (high water table and saturated soils) were the driving factor in bringing the cost up. While construction of the sewer through this route will be challenging and therefore expensive, we believe this plan best serves the City of Oxford's long term growth by making this sewer trunk line most accessible for future users in this service area.

If you have any questions or if you would like to discuss this matter further please feel free to contact me.

Sincerely,


Paul Koshenina, P.E.
Consulting Engineer, Vice President
Precision Engineering Corporation

MINUTE BOOK No. 82, CITY OF OXFORD

BID TABULATION
ISSUED 7/12/18
FOR
HWY 314 LIFT STATION IMPROVEMENTS
AND DAVIDSON CREEK SEWER EXTENSION
CITY OF OXFORD, MISSISSIPPI

SAFEGUARD • DEMENT 62-1077

EUBANK CONSTRUCTION CO., INC						ENSCO	
ITEM NO	DESCRIPTION OF ITEM	QUANT.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	
1	MOBILIZATION	1.0	L.S.	\$105,000.00	\$105,000.00	\$100,000.00	
FOR							
2	TRAFFIC CONTROL	1.0	LS	\$15,000.00	\$15,000.00	\$25,000.00	
FOR							
3	TRENCH SAFETY (>5' DEPTH)	1.0	LS	\$70,000.00	\$70,000.00	\$30,000.00	
FOR							
4	SELECT BACKFILL (MISC. LOCATIONS)	500	C.Y. (LVM)	\$18.00	\$9,000.00	\$20.00	
FOR							
5	BEDDING MATERIAL	4000.0	C.Y.	\$50.00	\$200,000.00	\$40.00	
FOR							
6	EROSION CONTROL	1.0	L.S.	\$5,000.00	\$5,000.00	\$35,000.00	
FOR							
7	CLEARING OF TREES IN SEWER EASEMENTS	1.0	L.S.	\$75,000.00	\$75,000.00	\$55,000.00	
FOR							
8	BENNETT #1 LIFT STATION DEMO / TEMP. BY PASS	1.0	L.S.	\$6,000.00	\$6,000.00	\$50,000.00	
FOR							
9	BENNETT #2 LIFT STATION DEMO / TEMP. BY PASS	1.0	L.S.	\$6,000.00	\$6,000.00	\$50,000.00	
FOR							
10	FNC LIFT STATION / EXISTING FNC LIFT STATION DEMO / TEMP. BY PASS	1.0	L.S.	\$315,000.00	\$315,000.00	\$465,000.00	
FOR							
11	PROPOSED 48" DIA. SEWER MANHOLE (0'-6")	42.0	EA	\$2,600.00	\$109,200.00	\$3,000.00	
FOR							
12	PROPOSED 48" DIA. SEWER MANHOLE (>6")	181.9	V.F.	\$150.00	\$27,285.00	\$300.00	
FOR							
13	TIE TO EXISTING SMH	4.0	EA	\$2,000.00	\$8,000.00	\$5,000.00	
FOR							
14	AIR RELEASE VALVES	6.0	EA	\$4,000.00	\$24,000.00	\$6,000.00	
FOR							
15	14" C900 DR25 (CL165) FORCE MAIN (OPEN CUT)	13365.0	L.F.	\$30.00	\$400,950.00	\$50.00	
FOR							
16	10" SDR 26 PVC GRAVITY MAIN	34.3	L.F.	\$48.00	\$1,646.40	\$200.00	
FOR							
17	18" SDR 26 PVC GRAVITY MAIN (OPEN CUT) (0'-6")	5054.2	L.F.	\$90.00	\$455,778.00	\$75.00	
FOR							
18	18" SDR 26 PVC GRAVITY MAIN (OPEN CUT) (6'-10")	1080.9	L.F.	\$98.00	\$105,928.20	\$220.00	
FOR							

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

BID TABULATION
ISSUED - 7/12/18
FOR
HWY 314 LIFT STATION IMPROVEMENTS
AND DAVIDSON CREEK SEWER EXTENSION
CITY OF OXFORD, MISSISSIPPI

				EUBANK CONSTRUCTION CO., INC		ENSCO	
ITEM NO	DESCRIPTION OF ITEM	QUANT.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	
19	18" SDR 26 PVC GRAVITY MAIN (OPEN CUT) (10'-14')	2361.2	L.F.	\$110.00	\$259,732.00	\$229.00	
FOR							
20	18" SDR 26 PVC GRAVITY MAIN (OPEN CUT) (14'-16')	1221.8	L.F.	\$150.00	\$183,270.00	\$259.00	
FOR							
21	18" SDR 26 PVC GRAVITY MAIN (OPEN CUT) (>16')	376.4	L.F.	\$180.00	\$67,752.00	\$300.00	
FOR							
22	DUCTILE IRON MECHANICAL JOINT FITTINGS	1200.0	LBS.	\$6.00	\$7,200.00	\$5.00	
FOR							
23	14" DR 11 HDPE (FUSED JOINT HDPE) (UNCASED BORE)	1865.0	L.F.	\$140.00	\$261,100.00	\$211.00	
FOR							
24	18" DR 17 HDPE (FUSED JOINT HDPE) (UNCASED BORE)	675.0	L.F.	\$280.00	\$189,000.00	\$1,042.00	
FOR							
25	10" DR 17 HDPE (FUSED JOINT HDPE) (UNCASED BORE)	103.0	L.F.	\$215.00	\$22,145.00	\$121.00	
FOR							
26	18" STEEL CASING PIPE (BITUMINOUS COATING)	156.0	L.F.	\$110.00	\$17,160.00	\$1,066.00	
FOR							
27	24" STEEL CASING PIPE (BITUMINOUS COATING)	325.0	L.F.	\$138.00	\$44,850.00	\$300.00	
FOR							
28	12" HDPE N12 STORM DRAIN REPLACEMENT	100.0	L.F.	\$15.00	\$1,500.00	\$35.00	
FOR							
29	18" HDPE N12 STORM DRAIN REPLACEMENT	100.0	L.F.	\$20.00	\$2,000.00	\$45.00	
FOR							
30	24" HDPE N12 STORM DRAIN REPLACEMENT	100.0	L.F.	\$30.00	\$3,000.00	\$55.00	
FOR							
31	PAVEMENT REMOVAL (ASPHALT)	485.0	S.Y.	\$10.00	\$4,850.00	\$5.00	
FOR							
32	PAVEMENT REPLACEMENT (2" ASPHALT - BASE MIX)	700.0	S.Y.	\$20.00	\$14,000.00	\$25.00	
FOR							
33	CRUSHED LIMESTONE BASE	200.0	TONS	\$50.00	\$10,000.00	\$45.00	
FOR							
34	CLAY GRAVEL	200.0	C.Y.	\$45.00	\$9,000.00	\$35.00	
FOR							
35	SOLID SOD	1000	S.Y.	\$4.00	\$4,000.00	\$5.00	
FOR							
36	SEED & MULCH	14.5	ACRE	\$3,000.00	\$43,500.00	\$2,000.00	
FOR							

TOTAL BASE BID: \$3,082,846.60 \$

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BID TABULATION
ISSUED 7/12/18
FOR
HWY 314 LIFT STATION IMPROVEMENTS
AND DAVIDSON CREEK SEWER EXTENSION
CITY OF OXFORD, MISSISSIPPI

SAFEGUARD - DEMENT 62-1077

BID ALTERNATE #1				EUBANK CONSTRUCTION CO., INC		ENSCO
ITEM NO	DESCRIPTION OF ITEM	QUANT.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE
37	18" ADS SANITITE HP GRAVITY MAIN (OPEN CUT) (8'-8')	5064.2	L.F.	\$90.00	\$455,778.00	\$71.00
FOR						
38	18" ADS SANITITE HP GRAVITY MAIN (OPEN CUT) (6'-10')	1080.9	L.F.	\$98.00	\$105,928.20	\$216.0
FOR						
39	18" ADS SANITITE HP GRAVITY MAIN (OPEN CUT) (10'-14')	2361.2	L.F.	\$110.00	\$259,732.00	\$229.0
FOR						
40	18" ADS SANITITE HP GRAVITY MAIN (OPEN CUT) (14'-16')	1221.8	L.F.	\$150.00	\$183,270.00	\$255.00
FOR						
41	18" ADS SANITITE HP GRAVITY MAIN (OPEN CUT) (>16')	376.4	L.F.	\$180.00	\$67,752.00	\$296.00
FOR						

TOTAL BASE BID: \$3,082,846.60

TOTAL BASE BID WITH BID ALTERNATE #1: \$3,082,846.60



7/12/18

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

**STANDARD AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS IS AN AGREEMENT effective as of August 1, 2018 between **Williams Engineering Consultants, Inc., (Engineer)** and **The City of Oxford, (Owner)**. The **Owner** and the **Engineer** in consideration of their mutual covenants as set forth herein agree as follows:

WHEREAS, the **Owner** intends to develop and construct a drainage pipe in the existing Cemetery Creek in the City of Oxford, Lafayette County, Mississippi, and

WHEREAS, the **Owner** desires to retain the **Engineer** to provide technical and professional services as described hereinafter, and,

WHEREAS, the **Engineer** does hereby agree to perform the technical and professional services for the **Owner**.

NOW THEREFORE, the **Owner** and the **Engineer** agree as follows:

1.0 Employment of the **Engineer**

The **Owner** hereby agrees to employ the **Engineer**, and the **Engineer** hereby agrees to perform the technical and professional services as set forth hereinafter to construct the aforementioned drainage pipe in the City of Oxford, Lafayette County.

2.0 Scope of Services:

The **Engineer** shall perform and/or carry out the technical and professional services required to construct the Drainage Pipe for the **Owner** in a diligent and competent manner. Technical and Professional services performed by the **Engineer** to assist the **Owner** shall include the following:

- 2.1 Consultation with the **Owner** and/or the **Owner's** representatives to make decisions concerning the Scope of Services.
- 2.2 Perform the necessary work, calculations and related matters to provide Preliminary and Final Layout as per FEMA and MEMA regulations .
- 2.3 Attend meetings required with the City of Oxford.
- 2.4 Provide Construction Plans and Specifications.
- 2.5 Provide "As-Built" Construction Plans.

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

~~2.6 Prepare Bid Documents, solicit bids from reputable Contractors and confer with Owner on selection of Contractor.~~

2.7 Miscellaneous meetings and Inspections during Construction.

2.8 Construction Staking required to complete Construction.

2.9 Provide Materials Testing required to complete Construction.

2.9 Any work requested by the **Owner** that is not included in the Scope of Services will be charged by the hour. No work will be done outside the Scope of Services without written notice and agreement of terms.

3.0 Compensation for Engineering Services:

The **Owner** shall compensate the **Engineer** for all Technical and Professional Services rendered under this Agreement in the amount of \$

3.1 The **Engineer** shall receive the Basic Engineering Fee (\$) at the completion of the Construction Plans. The **Engineer** will submit monthly or periodic invoices to the **Owner** requesting payment on the remainder of the fee based upon the amount and value of work and services that have been provided to date by construction. The **Owner** will pay the **Engineer** the total amount of the invoices submitted within thirty (30) days after the date the invoice is submitted. Failure to pay the amount due within thirty (30) days shall increase the amounts due the **Engineer** at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less). In addition, the **Engineer** may, after giving seven days written notice to the **Owner**, suspend services under this Agreement until the **Engineer** has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.2 The **Engineer's** services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. The **Engineer's** obligation to render services hereunder will be for a period which may reasonably be required for completion of said services.

4.0 Termination of Agreement:

The obligation to provide further services under this Agreement may be terminated by either party upon 30 days written notice if said party has just cause or in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

4.1 The **Owner** may, upon seven (7) days written notice, terminate this agreement if the **Owner** believes that the **Owner** is being provided with poor, untimely and/or

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

unsatisfactory work by the **Engineer** or if the **Owner** is generally dissatisfied with the work and/or performance of the **Engineer**.

- 4.2 The **Engineer** may, upon seven (7) days written notice, terminate this agreement if the **Engineer** believes that the **Engineer** is being requested by the **Owner** to furnish or perform services contrary to the **Engineer's** responsibilities as a licensed professional or if there is a major change in the original scope of services supplied to the **Owner**. The **Engineer** shall have no liability to the **Owner** after such termination.
- 4.3 If such termination takes place, the **Owner** shall, without prejudice to any other rights or remedies, have the right to complete the work using another **Engineer**. The **Owner** shall have all rights to the work and or data that has been completed to the date of termination. If transfer of electronic files is required, the **Engineer** will not be held liable for any changes made by the **Owner** or any future consultants.
- 4.4 The **Engineer** shall be compensated with an equitable adjustment to the originally agreed upon price for all work completed or services performed by the **Engineer** to the date of the notice of termination of the agreement. All other conditions of the agreement shall remain as is.

IN WITNESS WHEREOF, the **Owner** and the **Engineer** have executed this AGREEMENT under the laws of the State of Mississippi as of this the _____ day of _____, 2018.

ATTEST:

The City of Oxford

By: _____
Mayor Robin Tannehill

ATTEST:

Williams Engineering Consultants, Inc.

Geotechnical Engineering
Hydraulic Engineering
Civil Engineering
Surveying

276 County Road 101
Oxford, MS 38655
oxford@pecorpms.com

MINUTE BOOK No. 82, CITY OF OXFORD



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

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

August 1, 2018

Mr. Bart Robinson, P.E.
Director of Public Works
City of Oxford
107 Courthouse Square
Oxford, MS 38655

RE: Change Order No. 1
Jefferson Avenue Widening and Street Improvements

Dear Bart,

Attached are three (3) copies of AIA Document G701 – Change Order No. 1 for the additions to the Contract Sum. The net change of Change Order No. 1 to the original Contract results in an increase to the Contract Cost of **\$21,902.42** and no change to the Contract Time. The changes represented by Change Order No. 1 are results of site plan modifications associated with unforeseen and latent jobsite conditions as well as changes in the scope directly requested by Public Works. The following are justifications for each item associated with this Change Order No. 1:

Item 1 – Removal and Replacement of Unsatisfactory Subsoils: \$518.40

Additional costs associated with removal of unsatisfactory subsoils and replacement with suitable material per the project specifications and the unit bid price of \$40.00 per cubic yard. The additional costs include all labor, material and equipment necessary to remove unsatisfactory material and replace with suitable backfill.

Justification: During subgrade preparation within portions of the work with Sections A and B, there were several areas where soft, yielding subsoils were present. Most of these were in areas where existing utility trenches existed. The contractor was instructed to remove these soils by the engineer and replace with suitable backfill. Adequate field observations were made by the engineer and/or the engineer's representative to verify that these areas were properly remediated. The additional scope of work associated with Item 1 is considered a result of latent site conditions.

Item 2 – Add additional 6 inches of curb height at Southwest corner of Jefferson/Lamar Intersection: \$753.92

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SAFEGUARD - DEMENT 62-1077

Mr. Bart Robinson
August 1, 2018
Page 2 of 4

Additional costs associated with a 6-inch increase in curb height for the new curb installed at the back of the sidewalk that connects to the existing traffic signal pedestal at the southeast corner of the Jefferson/Lamar intersection.

Justification: In order to stay in compliance with ADA guidelines for pedestrian crossings and maximum cross-slopes accessible routes, the proposed sidewalk had to be transitioned to meet the existing street grades. This created the need to increase the curb height and the back of the sidewalk in order to create a smooth and aesthetic connection of the curb to the existing traffic standard concrete pedestal. The contractor was directed to make this change by the engineer and was coordinated directly in the field. The assistant city engineer was made aware of this modification in the scope of work which was a result of latent jobsite conditions.

Item 3 – Upgrade concrete apron and sidewalk to Heavy Duty condition along the north and east side of Lindsey’s Chevron:	\$7,163.30
---	-------------------

Additional costs associated with the demolition and removal of existing concrete pavement (8 to 12 inches in thickness) and the installation of additional reinforcement and concrete structure thickness to bring the improved sections to a Heavy Duty status.

Justification: Initial instructions by the Director of Public Works were to upgrade this section of sidewalk and driveway apron improvements to a heavy duty condition. The instructions to do so were omitted from the contract documents. The existing concrete pavement sections that were removed were 8 to 12 inches in thickness and were reinforced with steel rebar. The Contractor was advised to increase the steel reinforcement for this section of work to #4 rebar on 12-inch centers and to increase the driveway apron thickness to 8 inches. The sidewalk within this section was also thickened and reinforced with the same steel reinforcement due to the potential for these areas to experience vehicular and truck traffic from turning movements and day-to-day operations associated with Lindsey’s Chevron.

Item 4 – Storm Drainage Modifications at Oxford Insurance Agency:	\$14,274.15
--	--------------------

Additional costs associated with an additional storm drain structure; concrete pipe collar; additional excavation and backfill; and removal/abandonment of existing utilities.

Justification: The original contract documents called for the removal and replacement of a new storm drain grate inlet which was to be located in the general vicinity as the original structure but shifted north to the new curb and gutter alignment. Latent jobsite conditions revealed that the single grate inlet structure would not be sufficient to reconnect all of the existing storm drain pipes. In order to properly reconnect the existing drainage infrastructure, a second storm drain structure (junction box) was required. The work associated with this change order includes all labor, material and equipment necessary to install the second structure complete with a cast iron frame and lid for access from the street. It also includes the costs associated with abandoning the

existing storm drain lines that were uncovered and deemed abandoned by Public Works. It also includes additional services by the contractor in performing the necessary "hand work" during excavation around and near the existing utilities and assisting the City of Oxford Public Works Department and Oxford Electric Department in relocating and/or abandoning their existing utilities. This item is considered a direct result of latent and unforeseen site conditions that were revealed during construction.

Item 5 – Installation of retaining wall at Oxford Insurance Agency: \$8,312.77

Additional costs associated with addition of a 24 to 30 inch steel reinforced concrete retaining wall at the back of the sidewalk and adjacent to the Oxford Insurance Agency building on the north side of Jefferson Avenue.

Justification: Once the street and sidewalk was shifted per the plans to accommodate the new turning lane along Jefferson Avenue, the existing grade transition from the Oxford Insurance Agency to the sidewalk became too steep to properly stabilize with vegetative cover as its original configuration. This retaining wall which is located at the back of the proposed sidewalk was deemed necessary to eliminate stability issues of the landscaped bed and planter along the south side of Oxford Insurance Agency and would alleviate future maintenance issues. This change was coordinated in the field with the Contractor wherein he was provided a typical detail from the engineer for proper construction and installation of the wall. This additional work was a necessity in dealing with the latent jobsite conditions of this area.

Item 6 – Deduction in project costs associated with adjustment of plan quantities: (\$9,120.12)

An overall deduction in project costs pertaining to the adjustment of plan quantities based on actual quantities of work performed by the Contractor to-date. Specifically, adjustments to the bid quantities involve the following:

- elimination of all 15" RCP storm drain pipe (Bid Item No C.1);
- the reduction of 8 linear feet of 18" RCP storm drain pipe (Bid Item No. C.2);
- the reduction of 10 linear feet of 6" ductile iron water main (Bid Item No. D.1);
- the reduction of 100 lbs of ductile iron fittings (Bid Item No. D.2);
- the elimination of 1 of the relocated fire hydrant assemblies (Bid Item No. D.3);
- the addition of 20 square feet of ADA tactile pavers (Bid Item No. G.3);
- the reduction of 316 SY of asphalt milling (Alternate 1, Item No. 2);
- and the reduction of 26 Tons of HMA (Alternate 1, Item No. 3).

Justification: These adjustments to the plan quantities have been verified by the Project Engineer and are deemed true and accurate. Reference is made to Exhibit A (attached) for a summary of all adjustments (both deductions and additions) to the original bid quantities.

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 52-1077

Mr. Bart Robinson
August 1, 2018
Page 4 of 4

Total Change Order No. 1

\$21,902.42

Original Contract Sum:	\$	<u>401,221.64</u>
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>21,902.42</u>
The new Contract Sum including this Change Order will be	\$	<u>423,124.06</u>

The Contract time will be changed by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

Supporting documentation from the Contractor for **Items 1, 2, 3, 4 and 5** are attached. Supporting documentation from the engineer for **Item 6** is also attached (**Exhibit A**). Please do not hesitate to call if you have questions or concerns in this regard.

Sincerely,



Shane Cardwell, P.E.
Project Engineer

Cc: Matt Duncan (JM Duncan)
Casey Rogers (ICM)
file

Encl: AIA Document G701 – Change Order No. 1
Supporting Documentation from Contractor (7 pages, 8½x11 ea.)
Supporting Documentation from the Engineer (3 pages, 8½x11 ea.)



P. 879
Florence, MS 39073-0879

MINUTE BOOK No. 82 CITY OF OXFORD

Phone: 601-932-2060
Fax: 601-932-2550

Municipal & Public Works Construction

Heavy & Highway Construction

July 20, 2018

City of Oxford, Mississippi
C/O
Daniels & Associates, Inc.
265 N. Lamar Blvd.
Suite D
Oxford, MS 38655

Attn: David Daniels

Re: Oxford Water Distribution Improvements
Belk Blvd / Old Taylor Road

Dear Sir:

Hemphill Construction Co., Inc. respectfully requests that a Certificate of Deposit in the amount of \$27,000.00 be placed with the Owner in compliance with Section 31-5-15 of Mississippi Code of 1972 in lieu of retainage or any part thereof to be withheld.

Your consideration in this matter will be appreciated.

Please, file this letter, power of attorney, and certificate of deposit until the end of the project. Upon completion of the project, we will request the return of the packet. Thank you.

Sincerely,

HEMPHILL CONSTRUCTION CO., INC.

Richard A. Rula
President

RAR: rg

The difficult we do immediately; the impossible takes a little longer!

Witness my hand and seal this 20 day of July, 2018 in the
City of Richland, State of Mississippi.

Prudential One
Name of Insuring Institution

WITNESS:

By:

POWER OF ATTORNEYKNOW ALL **MINUTE BOOK No. 82, CITY OF OXFORD** that the undersigned Hemphill Construction

SAFEGUARD - DEMENT 62-1077

Company, Inc., does hereby irrevocably appoint and authorize, Robyn Tannehill as Mayor of the City of Oxford, Mississippi, as the Attorney-in-fact for the undersigned, to endorse for and in the name and stead of the undersigned securities described as Certificate of Deposit issued by Priority One Bank, for \$27,000.00 and cash and collect said securities in the event of default by the undersigned in the performance of public contract: Water Distribution Improvements - Belk Blvd / Old Taylor Road.

It being expressly understood that the above appointment and authorization is for the sole purpose of effecting compliance with the requirements of Section 31-5-25, Mississippi Code of 1972, re-complied and amended, as related to deposit of securities by public contracts in lieu of public contract retainage.

Signed, sealed and given at Florence, Mississippi this 20th day of July, 2018.

HEMPHILL CONSTRUCTION CO., INC.

Attest:

Mary Beth Harrison
Secretary

By:

Richard A. Rula

President

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF SIMPSON

Personally appeared before me the within named Richard A. Rula, who stated that he is President of Hemphill Construction Co., Inc. and that for and in behalf of said company that he executed, signed and delivered the foregoing instrument as the act and deed of said company and that he was at the time of the execution thereof authorized so to do.

20th day of July, A.D. 2018.

Rebecca Joy Morrison Graham
Notary Public

My Commission expires: February 21, 2020

Receipt and Acceptance of the Power of Attorney

STATE OF MISSISSIPPI
COUNTY OF Rankin

I, Nicole E. Howell

, do hereby certify that I am

, for the within named institution which

issued the securities described herein, and further certify that receipt of the forgoing instrument is hereby acknowledged and has been duly noted in the records of this institution, further, that no payment of said securities will be made by this institution except upon receipt of said securities endorsed by the within named and designated Attorney, or until said Attorney does by written notice revoke this instrument.

Witness my hand and seal this 20 day of July, 2018 in the

City of Richland, State of Mississippi.

Priority One
Name of Insuring Institution

WITNESS:

By:

Nicole E. Howell

Date

Opened: 07/20/2018**MINUTE BOOK No. 82, CITY OF OXFORD**
Certificate of DepositCertificate Number: 1303302Account Number: 1303302SSN/TIN Number: 64-0474538

Amount of

Deposit: TWENTY-SEVEN THOUSAND DOLLARS AND NO CENTS\$ 27,000.00

This Certificate is Issued to:

Issuer:

HEMPHILL CONSTRUCTION CO
JOB H18024
PO BOX 879
FLORENCE MS 39073-0879



By

Not Negotiable - Not Transferable.

This account is subject to all the terms and conditions stated in the Certificate of Deposit Disclosures, as they may be amended from time to time, and incorporates the Certificate of Deposit Disclosures by reference into this agreement.

This certificate may be redeemed on 7/20/2019 only upon presentation of the certificate to the Financial Institution.

The initial term of this certificate of deposit is 12 Months.

The interest rate of this certificate of deposit is .500 % with an annual percentage yield of .50 %.

The rate on this certificate is ☒ fixed ☐ variable. The interest will be:

☒ added to principal

☐ paid to _____ account (No. _____)

☐ mailed to the owner(s)

☐ _____

Endorsements - Sign only when you request withdrawal.

X _____

X _____

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 82-1077



August 1, 2018

Mr. Bart Robinson
City of Oxford
Public Works Department
Street Address
Oxford, MS 38655

Re: La Quinta Inn & Suites
Oxford, MS

Bart,

SouthEastern is presenting you our intended plans for concrete pours for LaQuinta Inn & Suites, 1171 Frontage Road Oxford, MS.

B&B Concrete Co will deliver concrete heading East on Hwy 6, turning West taking South Lamar exit to Frontage road (1171 Frontage Rd). SouthEastern intends on pouring 300 yards on August 15th starting at 2:00am, with permission. B&B Concrete will be running 8-10 trucks pulling into the job site in addition to exiting the jobsite and expect to be complete before day light. SouthEastern Contracting will have 3 lighting units on site during the pours to ensure adequate light is provided.

Per request, back up dates will be August 16th, 17th, 20th, or 21st.

Please let me know if you have any additional questions.

Sincerely,

Chad Mitchell

Cc:
Cedric Glenn, Patrick Ward, Reanna Marol

276 County Road 101
Oxford, MS 38655
oxford.ms.gov/records



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

June 1, 2018

City of Oxford
C/O ICM
Attn: Casey Rogers

Re: Proposal for Construction Materials Testing
Downtown Parking Garage
Oxford, Mississippi

Dear Mr. Rogers:

We are pleased to provide a proposal for construction materials testing for the referenced project. We have based this proposal on the plans and specifications provided by EGH Architects and project schedule provided by ICM.

Brian P. Byars, P.E. will act as project manager and oversee all phases of testing. Mr. Byars is our geotechnical engineer and is located in Precision Engineering Corporation's Oxford, Mississippi office. PEC performed a geotechnical investigation for the project and is familiar with the site conditions. Our close proximity to the project will allow us to respond quickly to any problems or unforeseen conditions. If requested we can provide a project team resume.

Construction materials testing for this project will include the following:

- Earthwork Testing – Monitor preparation of site, undercut and density testing of fill material.
- Fresh Concrete Testing – Slump, air, unit weight, casting of specimens, and compressive strength testing.
- Masonry Testing – Grout cubes and prisms for determining compressive strength.
- Special Inspection – Special inspection of structural steel and rebar as outlined in the Structural Plans.
- Asphalt Testing – Inspection during placement of asphalt, density tests and cores.
- Aggregate Pier Inspection – Monitor installation of aggregate piers, record quantity and location. Also, to include quantity of aggregate, monitor compaction of aggregate and witness modulus test.

We are prepared to perform these services for a lump sum of **\$72,000.00**, based on the durations provide by ICM.

We would be pleased to respond to any inquiry you may have. Thank you for the opportunity to present this proposal and for your consideration.

Sincerely,

Precision Engineering Corporation

Brian P. Byars, P.E., P.S.
Vice President Geotechnical Department

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 82-1077

Geotechnical Engineering
Hydraulic Engineering
Civil Engineering
Surveying

276 County Road 101
Oxford, MS 38655
www.pecorpms.com



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

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

SERVICES AND FEES AS OF JANUARY 1, 2018

PERSONNEL

PRINCIPAL PROFESSIONAL ENGINEER (PE)	\$165.00 HR
PROFESSIONAL ENGINEER (PE)	\$120.00 HR
STAFF ENGINEER	\$90.00 HR
CLERICAL	\$50.00 HR
TECHNICIAN	\$50.00 HR
SENIOR TECHNICIAN	\$60.00 HR
(PERSONNEL TIME IS FROM PORTAL TO PORTAL)	

TESTING SERVICES

STANDARD PROCTOR	\$175.00 EA
MODIFIED PROCTOR	\$210.00 EA
PROCTOR CHECK POINT	\$45.00 EA
SOIL CLASSIFICATION (UNIFIED METHOD)	\$125.00 EA
GRADATION (-200 WASH)	\$75.00 EA
ATTERBERG LIMITS	\$50.00 EA
GRADATION (CONCRETE AGGREGATES)	\$50.00 EA
HYDROMETER	\$125.00 EA
UNCONFINED COMPRESSION	\$35.00 EA
MOISTURE CONTENT	\$ 6.00 EA
IN-PLACE DENSITY TEST	
NUCLEAR DENSITY GAUGE	\$20.00 EA
DRIVE TUBE	\$30.00 EA
ASPHALT CORES	\$50.00 EA
CONCRETE CYLINDERS	
SLUMP TEST	\$12.00 EA
BREAKING CONCRETE CYLINDERS	\$20.00 EA
AIR CONTENT TEST	\$10.00 EA
UNIT WEIGHT	\$10.00 EA
MICROWAVE TEST	\$50.00 EA
FLOOR FLATNESS/LEVELNESS (\$500 MIN)	\$0.05 FT ²
MASONRY	
FLOW TEST	\$12.00 EA
BREAKING CUBES	\$20.00 EA
BREAKING GROUT BLOCKS	\$30.00 EA
SOIL BORINGS	
MOBILIZATION	\$200.00 HR
SOIL BORINGS	\$12.50 FT
GROUT/BENTONITE BACKFILL	\$5.00 FT
SHELBY TUBE	\$25.00 EA

*****ALL TESTING CHARGES CAN BE NEGOTIATED ON LARGE JOBS*****

AGREEMENT BETWEEN OWNER AND ENGINEER
FOR
MINUTE BOOK No. 82 CITY OF OXFORD
PROFESSIONAL SERVICES

SAFEGUARD - DEMENT 62-1077

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between
City of Oxford _____ ("Owner")
and Precision Engineering Corporation _____ ("Engineer")
Engineer agrees to provide the services described below to Owner for Downtown Parking Garage ("Project").
Description of Engineer's Services: Construction Materials Testing and Special Inspection
Reports to be issued on a weekly basis on Wednesday and Friday, all reports for a given week shall be issued no later
than the following Wednesday.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 13.01.
- B. Engineer shall serve as Owner's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered the agent of the Owner.

2.01 Payment Procedures

- A. Preparation of Invoices. Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.
- B. Payment of Invoices. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services

under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal. Nothing herein should be construed as a waiver of Engineer's statutory rights. Should Owner continue to fail to remit payment to Engineer, Engineer specifically reserves all rights provided by statute including the filing of a lien against the Property.

C. Opinions of Cost. Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from Engineer's opinions or estimates of construction costs.

3.01 Additional Services

- A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.
- B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus

MINUTE BOOK No. 82, CITY OF OXFORD

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reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the State of Mississippi.

6.01 Documents

A. Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Engineer. Engineer shall have the right to retain copies of all documents and drawings for its files and for use with any other Project.

B. All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. Owner agrees that the documents shall not be used by Owner or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Engineer, shall be at Owner's sole risk, and Owner shall indemnify and hold harmless Engineer for all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting therefrom.

7.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

8.01 General Considerations

MINUTE BOOK No. 82, CITY OF OXFORD

A. The standard of care of an professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. Owner recognizes that, if comprehensive sampling and testing is required, a comprehensive sampling and testing program implemented by trained

and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Owner also recognizes that actual environmental, geological, and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

H. Neither Owner nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural disasters, or demands or requirements of governmental agencies.

9.01 Waiver of Claims/Limitation of Damages

To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

10.01 Hazardous Conditions

The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

11.01 Change Orders

Owner recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, Owner agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Owner make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Owner would have incurred cost if work had been included originally in the contract documents unless Owner can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Owner against Engineer will be limited to the cost increase and not the entire cost of the change order.

12.01 Total Agreement

A. This Agreement (consisting of pages 1 to 5 inclusive together with the Special Provisions and Regulations Stipulated by the U.S. Department of Housing and Urban Development Community Development Block Grant Program), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If any of the provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall continue to be valid and binding.

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

1. A Lump Sum amount of \$72,000.00

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 12 months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

ENGINEER:

By: _____

By: Brian Byars, PE

Title: _____

Title: Project Manager

Date Signed: _____

Date Signed: 7-10-18

License or Certificate No. and State MS 18000

Address for giving notices

Address for giving notices

276 County Road 101

Oxford, Mississippi 38655

MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 62-1077

Administered by



NLC Service Line
Warranty Program

a HomeServe Company

NLC
NATIONAL
LEAGUE
OF CITIES

CITIES STRONG TOGETHER

Service Line Warranty Program

City of Oxford

Dennis Lyon – 412-266-9545

dlyon@utilitysp.net

Recent Harris Poll results (2000 adults surveyed)

- Nearly 2 in 5 Americans don't have the necessary funds set aside to cover a \$500 repair (including almost half of millennials)
- 1 in 2 Americans describe their current state of household finances as either fair, poor, or terrible.
- 3 in 10 Americans aged 37+ cited they had no money set aside for emergency repairs.
- 46% of respondents had an emergency repair in the last 12 months.
- 80% of respondents either strongly or somewhat agreed with the statement: *Local community governments should be responsible for educating homeowners about external water lines on their property that are not covered by homeowners' insurance, the city/town or the local utility (i.e., meaning that if a problem were to occur, the homeowner would be solely responsible for the cost out of pocket).*



Service Line Warranty Program



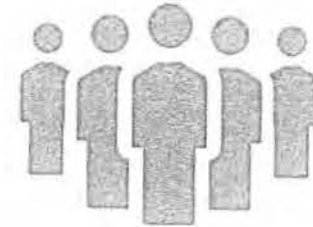
WHY THROUGH UTILITY SERVICE PARTNERS?



LAFAYETTE AWARD



5 STAR RATING



100% SATISFACTION



BBB Torch Award for Marketplace Ethics

Trust • Performance • Integrity

2013 Winner
Western Pennsylvania Better Business Bureau®



This award underscores one of the primary reasons the National League of Cities selected USP as a partner and extended our agreement for another five years. The organization's exemplary record of customer service and transparency is what has driven the success of this partnership over the years.

— Clarence Anthony, Executive Director
National League of Cities

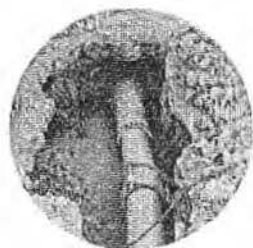
MINUTE BOOK No. 82, CITY OF OXFORD

SAFEGUARD - DEMENT 8-107

- Helps address the public policy issue of aging infrastructure
- No cost for the Municipality to participate/Turnkey approach
- Ongoing Revenue Stream for the Municipality
- Free Public Awareness Campaign
- Educates homeowners about their lateral line responsibilities
- Peace of Mind - with one toll-free call a reputable contractor is dispatched
- All repairs performed to code by local licensed contractors
- Contractors undergo rigorous vetting process to ensure quality service



Service Line Warranty Program



SEWER LATERAL &
SEPTIC LINE COVERAGE



WATER LINE & WELL LINE
COVERAGE

Homeowner repair protection for broken, cracked, or leaking water and sewer lines from the point of utility connection to the home exterior.

Coverage includes:

- Educating homeowners about their service line responsibilities
- Up to \$8,500 coverage per repair incident (includes public street & sidewalk cutting).
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods



INTERIOR PLUMBING
AND DRAINAGE

Homeowner repair protection for in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry.

Coverage includes:

- Up to \$3,000 coverage per repair incident
- Includes coverage for broken or leaking water, sewer, or drain lines under the slab or basement floor
- Repair of clogged toilets
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods



Service Line Warranty Program



Departmental Revenue Collection

- City receives \$.50 per month per paid warranty contract
 - Paid as royalty each January
- Yours to use as you wish
 - Examples:
 - General fund
 - Low income utility assistance program
 - Offset water bill/leak
 - Donate to charity
 - Use towards NLC/State League dues
- Can decline revenue
 - Savings passed directly to residents

- Only market by direct mail - no door to door or telemarketing
- Limited to 3 mailing campaigns per year
- Would never mail without your review and approval of marketing material before each and every campaign
- Marketing clearly states city does not provide program
- Participation always voluntary for the homeowner
- City role: logo & signature
 - Economy of scale
- Consumers can enroll one of three ways:
 - Calling into our toll free number that is provided on the mailing
 - Returning the bottom of the letter to us in the self addressed stamped envelope provided
 - Visiting our consumer website www.slwofa.com at any time



Service Line Warranty Program



NEARLY 550 MUNICIPAL PARTNERS IN 39 STATES

Including Greenwood, MS

Alabama
Arkansas
Arizona
California
Colorado
Connecticut
Florida
Georgia
Iowa
Illinois
Indiana
Kansas
Kentucky

Louisiana
Maryland
Michigan
Minnesota
Mississippi
Missouri
Montana
North Carolina
Nebraska
New Jersey
New Mexico
Nevada
Ohio

Oklahoma
Oregon
Pennsylvania
South Carolina
South Dakota
Tennessee
Texas
Utah
Virginia
Washington
West Virginia
Wisconsin
Wyoming

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Service Line Warranty Program



PROGRAM SUCCESS & NOTES

- Endorsement = / = Exclusivity
- Currently serving over 3.4 million customers
- Saved customers over \$394 million in repair costs over the past 3 years
- 97% claim approval rating
- 99.6% claims satisfaction rate
- 82.5% customer retention rate
- 95%+ customer satisfaction rating 10 years running
- 9 of every 10 customers surveyed have recommended the program to friends, family, and neighbors

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Service Line Warranty Program



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NLC Service Line Warranty Program
City of Oxford, MS
Term Sheet
July 20, 2018
(Term Sheet valid for 90 days)

I. Initial Term. Three years

II. License Fee. \$0.50 per Product for each month that a Product is in force for a Residential Property Owner (and for which payment is received by Company), aggregated and paid annually, for:

- a. City logo on letterhead, advertising, billing, and marketing materials
- b. Signature by City official

III. Products.

- a. External water service line warranty (initially, \$5.75 per month)
- b. External sewer/septic line warranty (initially, \$7.75 per month)
- c. Interior plumbing and drainage warranty (initially, \$9.99 per month)

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed by the Parties in writing.

IV. Scope of Coverage.

- a. External water service line warranty:
 - Homeowner responsibility: From the meter to the external wall of the home.
 - Covers thawing of frozen external water lines.
 - Covers well service lines if applicable.
- b. External sewer/septic line warranty:
 - Homeowner responsibility: From the exit point of the home to the property line.
 - Covers septic lines if applicable.
- c. Interior plumbing and drainage warranty:
 - Water supply pipes and drainage pipes within the interior of the home.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed. Initially, Company anticipates offering the Interior plumbing and drainage warranty Product via in-bound channels only.

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**Affordable Housing Incentive Policy**

With the adoption of "AN ORDINANCE ESTABLISHING INCENTIVES FOR AFFORDABLE HOUSING DEVELOPMENT IN THE CITY OF OXFORD" by the Mayor and Board of Aldermen of the City of Oxford at the regular meeting of the Board of Aldermen on July 3rd, 2018, the Mayor directed staff of the City of Oxford to draft a policy establishing a template for incentives offered in accordance with said ordinance.

The Mayor and Board of Aldermen establish a limit on incentives as follows:

- Where developments guarantee maintenance of one hundred percent (100%) of their dwelling units as affordable housing for fifteen (15) years a maximum incentive of \$1,000.00 shall be offered unless the mandatory incentives of the ordinance exceed the maximum incentive offered.
- Where developments guarantee maintenance of one hundred percent (100%) of their dwelling units as affordable housing for less than fifteen (15) years, but no less than ten (10) years a maximum incentive of \$750.00 shall be offered unless the mandatory incentives of the ordinance exceed the maximum incentive offered.
- Where developments guarantee maintenance of less than one hundred percent (100%), but more than fifty percent (50%), of their dwelling units as affordable housing for fifteen (15) years shall receive a percentage reduction in maximum allowed \$1,000.00 incentive equivalent to the percentage of units maintained as affordable unless the mandatory incentives of the ordinance exceed the maximum incentive offered.
- Where developments guarantee maintenance of less than one hundred percent (100%), but more than fifty percent (50%), of their dwelling units as affordable housing for less than fifteen (15) years, but not less than ten (10) years shall receive a percentage reduction in maximum allowed \$1,000.00 incentive equivalent to the percentage of units maintained as affordable, less an additional five percent (5%) unless the mandatory incentives of the ordinance exceed the maximum incentive offered.

To cumulatively offer the maximum allowed incentive established by this policy, the Mayor and Board of Aldermen establish the order below for available incentives. Available incentives for each item below shall exhausted before offering incentives from subsequent items.

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- Planning Department Review Fees waved or reduced; then
- Building Department Fees waved or reduced; then
- Tree Mitigation Fees waved or reduced; then
- Sewer Connection Fees waved or reduced; then
- Water Connection Fees waved or reduced; then
- Stormwater and other Utility Requirements considered with value established by estimates performed by the developer with approval of City Staff.

Mayor, City of Oxford

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**Belle River Development Affordable Housing Incentive**

With the adoption of "AN ORDINANCE ESTABLISHING INCENTIVES FOR AFFORDABLE HOUSING DEVELOPMENT IN THE CITY OF OXFORD" by the Mayor and Board of Aldermen of the City of Oxford at the regular meeting of the Board of Aldermen on July 3rd, 2018, the Staff of the City of Oxford recommend one thousand dollars (\$1,000.00) per bedroom as tangible incentives for the construction of affordable housing by the Belle River Development. The incentives shall be derived as follows:

1. Planning Department Review Fees shall be waved in the amount of five thousand six hundred forty dollars (\$5,640.00).
2. Building Department Fees shall be waved in the amount of thirty-three thousand seven hundred ninety-two dollars (\$33,792.00).
3. Tree mitigation fees shall be waved in the amount of one hundred two thousand six hundred dollars (\$102,000.00).
4. Water and Sewer Connection Fees and/or Tap Fees shall be reduced by an amount equal to two thousand five hundred sixty-eight dollars (\$2,568.00).

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RESOLUTION OF THE BOARD OF ALDERMAN OF THE CITY OF OXFORD, MISSISSIPPI, TO OFFER ECONOMIC INCENTIVES TO THE BELLE RIVER AFFORDABLE HOUSING DEVELOPMENT IN ACCORDANCE WITH THE ORDINANCE OF THE CITY OF OXFORD ESTABLISHING INCENTIVES FOR AFFORDABLE HOUSING DEVELOPMENTS IN THE CITY OF OXFORD

WHEREAS, the Mayor and Board of Aldermen of the City of Oxford wish to support and encourage the construction of housing affordable to those residents in the City's workforce finding it difficult to secure market rate housing to buy or rent; and

WHEREAS, the Mayor and Board of Aldermen find that they have the authority to modify and/or waive development regulations and fees with respect to particular types of developments; and

WHEREAS, the Mayor and Board of Aldermen expressed their desire to establish incentives for the development of affordable housing with in the City by adopting an ordinance establishing incentives for affordable housing developments in the City of Oxford; and

WHEREAS, the incentives available to each proposed affordable housing development should be considered on a case-by-case basis upon consideration of each the percentage of affordable housing offered, the length of time the developer proposes to maintain the development as affordable housing, the degree of affordability of the housing offered, the location of the project, or other standards peculiar to the project or the location that are deemed important factors; and

WHEREAS, the Mayor and Board of Aldermen wish to establish a bench mark for incentives offered to affordable housing development as defined in the ordinance establishing incentives for affordable housing developments in the City of Oxford; and

WHEREAS, the Mayor and Board of Aldermen believe one-thousand dollars (\$1,000.00) per bedroom should be offered as a fair and equitable incentive for the Belle River Affordable Housing Development.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Board of Alderman of the City of Oxford, Mississippi, acting for and on behalf of the City offer incentives equal to approximately one-hundred forty-four dollars (\$144,000.00) for the Belle River Development for the establishment of the one-hundred-forty-four (144) bedroom development; and

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~~BE IT FURTHER RESOLVED, by the Mayor and Board of Alderman of the City of Oxford,~~
Mississippi, that the incentives are established as follows, and this shall be a template for future incentives offered to future affordable housing developments:

In accordance with Section II. Affordable Housing Incentives of the "ORDINANCE ESTABLISHING INCENTIVES FOR AFFORDABLE HOUSING DEVELOPMENT IN THE CITY OF OXFORD:

- 1. Planning Department Review Fees shall be waved in the amount of five thousand six hundred forty dollars (\$5,640.00).
- 2. Building Department Fees shall be waved in the amount of thirty-three thousand seven hundred ninety-two dollars (\$33,792.00).
- 3. Tree mitigation fees shall be waved in the amount of one hundred two thousand six hundred dollars (\$102,000.00).
- 4. Water and Sewer Connection Fees and/or Tap Fees shall be reduced by an amount equal to two thousand five hundred sixty-eight dollars (\$2,568.00).

Alderman _____ made the motion to adopt the foregoing resolution, and

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

- Alderman Rick Addy voted: _____
- Alderman Mark Hulse voted: _____
- Alderwoman Janice Antonow voted: _____
- Alderman Ulysses Howell voted: _____
- Alderman Preston E. Taylor voted: _____
- Alderman Jason Bailey voted: _____
- Alderman John Morgan voted: _____

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The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the Mayor declared the motion carried and the resolution adopted this the _____ day of January, 2018.

(SEAL)

Robyn Tannehill
Mayor of the City of Oxford, Mississippi

ATTEST:

City Clerk of the City of Oxford,
Mississippi

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MINUTES

City of Oxford
 Board of Aldermen
 Recess Meeting
 Wednesday, August 8, 2018, 9:15 am - 2:00 pm
 Old RSVP Building next to City Hall



THE CITY OF
 OXFORD

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 9:15am on Wednesday, August 8, 2018 in the Old RSVP Building next to 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-absent

Bart Robinson, Chief Operating Officer
 Ashley Atkinson, City Clerk
 Braxton Tullos, Human Resources Director
 Jimmy Allgood, Emergency Management Director
 Randy Barber, Building Official
 Greg Pinion, Buildings & Grounds Superintendent
 Judy Daniel, Planning Department
 Donna Fisher, Municipal Court Clerk

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. Budget Presentations from the following departments:

- a. Emergency Management
- b. Building Department
- c. Family Crisis Services
- d. Oxford-Lafayette County Library
- e. Memory Makers
- f. Buildings & Grounds Department

Alderman Bailey arrived to the meeting.

It was moved by Alderman Antonow, seconded by Alderman Bailey to provide \$15,000.00 from the 2% Food and Beverage Fund and \$2,000.00 from the General Fund to hire an Urban Forestry Tech for the Buildings & Grounds Department; with the remainder of the funding to come from the Tree Escrow Fund, pending a change in the ordinance allowing such an expenditure. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- g. Planning & Zoning Department

h. Municipal Court Department

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4. Consider an executive session.

There was no action taken on this item.

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

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


Robyn Tannehill, Mayor


Ashley Atkinson, City Clerk

AGENDA

City of Oxford
Board of Aldermen
Special Meeting
Monday, August 13, 2018, 12:00 pm - 12:30 pm
City Hall Conference Room



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.

- Pursuant to Section 21-3-21, Mississippi Code of 1972 Annotated, I, Robyn Tannehill, Mayor of the City of Oxford, Mississippi, do hereby call the Mayor and Board of Aldermen of Oxford, MS, to a SPECIAL MEETING to be held on **August 13, 2018 at 12:00pm**, for the transaction of important business. The meeting will be held in the Conference Room of City Hall. The business to be acted upon at the Special Meeting is the consideration of the following:

1. Call to order.
2. Adopt the agenda for the meeting.
3. Consider an executive session.
4. Adjourn.

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

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Robyn Tannehill
ROBYN TANNEHILL, MAYOR

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Rick Addy of the foregoing meeting on 8/9/18 at 4:50 a.m./p.m.

[Signature]

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Mark Huelse of the foregoing meeting on 8/9/18 at 4:50 a.m./p.m.

[Signature]

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Janice Antonow of the foregoing meeting on 8/9/18 at 4:50 a.m./p.m.

[Signature]

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Ulysses Howell of the foregoing meeting on 8/9/18 at 4:50 a.m./p.m.

[Signature]

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Preston Taylor of the foregoing meeting on 8/9/18 at 4:50 a.m./p.m.

[Signature]

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Jason Bailey of the foregoing meeting on 8/9/18 at 4:50 a.m./p.m.

[Signature]

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman John Morgan of the foregoing meeting on 8/9/18 at 4:50 a.m./p.m.

[Signature]

MINUTE BOOK No. 82, CITY OF OXFORD

MINUTES

City of Oxford
Board of Aldermen
Special Meeting

Monday, August 13, 2018, 12:00 pm - 12:30 pm
City Hall Conference Room



THE CITY OF
OXFORD

- Pursuant to Section 21-3-21, Mississippi Code of 1972 Annotated, I, Robyn Tannehill, Mayor of the City of Oxford, Mississippi, do hereby call the Mayor and Board of Aldermen of Oxford, MS, to a SPECIAL MEETING to be held on **August 13, 2018 at 12:00pm**, for the transaction of important business. The meeting will be held in the Conference Room of City Hall. The business to be acted upon at the Special Meeting is the consideration of the following:

1. Call to order.

The meeting of the Mayor and Board of Alderman of the City of Oxford, Mississippi, was called to order by Mayor Tannehill at 12:00pm on Monday, August 13, 2018 in the Conference Room of City Hall when and where the following were present:

Robyn Tannehill, Mayor
Rick Addy, Alderman Ward I
Mark Hulse, 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

Bart Robinson, Chief Operating Officer
Ashley Atkinson, City Clerk

2. Adopt the agenda for the meeting.

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

3. Consider an executive session.

It was moved by Alderman Addy, seconded by Alderman Bailey to consider an executive session regarding property acquisition. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Antonow, seconded by Alderman Addy to enter into an executive session to discuss property acquisition in the industrial park. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

Alderman Howell left the meeting at this time.

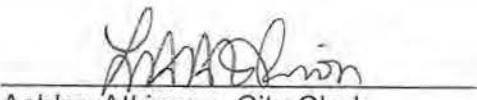
It was moved by Alderman Bailey, seconded by Alderman Antonow to make an offer to the owner of the property located at 10 Industrial Drive in the amount of \$1,566,000.00 to expire on Tuesday, August 14, 2018 at 5:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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.

4. Adjourn.

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It was moved by Alderman Morgan, seconded by Alderman Anthony to adjourn the meeting Sine-Die. All the aldermen present voting aye, Mayor Tannehill declared the motion carried. SAFEGUARD - DEMENT 62-1077


Robyn Tannehill, Mayor


Ashley Atkinson, City Clerk

MINUTES

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City of Oxford
Board of Aldermen
Recess Meeting

Tuesday, August 14, 2018, 1:00 pm - 5:00 pm
Old RSVP Building next to City Hall



THE CITY OF
OXFORD

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, August 14, 2018 in the Old RSVP Building next to 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
Ulysses Howell, Alderman Ward IV
Preston Taylor, Alderman Ward V
Jason Bailey, Alderman Ward VI
John Morgan, Alderman At Large

Bart Robinson, Chief Operating Officer
Ashley Atkinson, City Clerk
Braxton Tullos, Human Resources Director
Hollis Green, Oxford Conference Center
Hayden Guest, Oxford Conference Center
Jim Pryor, Historic Properties
Bo Ragon, City Shop

2. Adopt the agenda for the meeting.

It was moved by Alderman Bailey, seconded by Alderman Antonow to adopt the agenda with the addition of item 3, 7 and 8. All the alderman present voting aye, Mayor Tannehill declared the motion carried.

3. Consider an executive session.

It was moved by Alderman Bailey, seconded by Alderman Morgan to consider an executive session regarding property acquisition. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Antonow, seconded by Alderman Bailey to enter into an executive session to discuss property acquisition in the industrial park. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Morgan to make an offer of \$1,566,000.00 to the owner of the property located at 10 Industrial Park Dr. to expire on Wednesday, August 15, 2018 at 5:00pm CST with the condition that the seller provide a Phase I Environmental Survey of said property. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

4. Consider budget requests for fiscal year 2018-2019 from the following departments:

- a. Boys & Girls Club
- b. Oxford Conference Center
- c. Historic Properties

Alderman Howell left the meeting at this time.

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e. City Shop

5. Consider an RFP for Animal Control and Shelter Services for the City of Oxford.

The board reviewed a draft of a proposed RFP for Animal Control and Shelter Services for the City of Oxford. It was moved by Alderman Antonow, seconded by Alderman Huelse to advertise an RFP for Animal Control and Shelter Services for the City of Oxford. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6. Consider an executive session.

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

It was moved by Alderman Antonow, seconded by Alderman Addy to enter into an executive session for a personnel matter in the Municipal Court department and a personnel matter in the Mayor's Office. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Addy, seconded by Alderman Antonow to appoint Daniel Sparks as Public Defender in the Municipal Court Department with an annual salary of \$37,967.52 (G6-17) and to enter into a contract with Paula Farese to serve as a Part-Time Public Defender and to enter into a contract with Paul Chiniche to serve as a Part-Time Public Defender on an "as-needed" basis. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

7. Discuss an agreement for a structural inspection for Oxford Fire Department Station 3. (Bart Robinson)

It was moved by Alderman Bailey, seconded by Alderman Antonow to authorize the Mayor to sign an agreement with Mark Watkins to provide an structural assessment of Oxford Fire Department Station 3 not to exceed \$2,500.00. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.


8. Accept a donation for the park on North Lamar Boulevard. (Bart Robinson)

It was moved by Alderman Addy, seconded by Alderman Huelse to accept a donation in the amount of \$100,000.00 for the construction and improvements at the former Oxford Fire Department Station 1 location, known now as North Lamar Park. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

9. Recess to meet on August 15, 2018 at 12:00pm.

It was moved by Alderman Huelse, seconded by Alderman Addy to recess the meeting until August 15, 2018 at 12:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.


Robyn Tannehill, Mayor


Ashley Atkinson, City Clerk



THE CITY OF OXFORD

Request for Proposals
For

CITY OF OXFORD ANIMAL SHELTER SERVICES

Date Issued August 17, 2018

Proposal Submission Deadline:
Thursday, September 20, 2018 at 2 p.m.

Proposal Submission Instructions:

Submit one (1) hard copy of complete proposals with "CITY OF ANIMAL SHELTER SERVICES" clearly written on the outside of the envelope to:

US Mail, Fed Ex, UPS, etc. to:
Ashley Atkinson
107 Courthouse Square
Oxford, MS 38655

Hand Deliver to:
Ashley Atkinson
1st floor City Hall
107 Courthouse Square
Oxford, MS 38655

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1. SUMMARY

The term “proposer” as used herein shall refer to providers submitting proposals in response to this RFP. The term “Contractor” or “Provider” is also used to describe the successful proposer(s) in the context of providing services under a contract resulting from this RFP.

The City of Oxford (hereafter ‘City’) is requesting proposals from all interested and qualified public entities or private firms, to establish a contract for animal shelter services. The term of the contract is expected to be for three (3) years with two (2) one-year options to renew. Longer initial and extended terms will be considered depending upon the proposer’s submission. The City is seeking services for the administration and operation of its animal shelter. Many animal shelters are administered and operated through collaborative approaches between City personnel and contractors, each being unique to its given circumstance. Therefore, this Request for Proposal (RFP) has broken down the requested scope of work into four Core Service Areas: 1) Animal Control Officer; 2) Animal Intake; 3) Animal Care, and 4) Animal Service Programs. Proposers are encouraged to apply for all Core Service Areas, if qualified. The City’s current animal shelter is located in a City owned facility at 413 McElroy Drive, Oxford, MS 38655. If proposals elect to not use the City’s facility, then proposals should describe the proposed facility to include capacity, compatible use, staffing, ownership/lease arrangement, location, services area, etc.

Each proposal received in response to this RFP will be evaluated on the criteria described herein. All proposals must be sealed, clearly marked “PROPOSAL – “Animal Shelter Services” and must include all elements described in the PROPOSAL CONTENT AND FORMAT REQUIREMENTS section of this RFP. One unbound, signed original proposal and one copy in PDF format must be submitted as directed on page 1 before the date and time listed in the CONTRACT AWARD SCHEDULE section of this RFP. The City will not be responsible for proposals delivered to a person or location other than that specified herein, and reliance on the postal service will not excuse late proposals.

Any amendment or addendum to this RFP is valid only if issued in writing by the City of Oxford Director of Public Works.

2. CONTRACT AWARD SCHEDULE

Publish RFP	8/17/2018 and 8/24/2018
Deadline for Questions	8/30/2018
Proposal Submission Deadline	9/20/2018
Contract Approval (tentative)	9/24/2018
Services to Begin (tentative)	10/1/2018

3. GENERAL CONDITIONS

3.1. Prime Responsibility: The selected Contractor(s) will be required to assume full responsibility for all services and activities offered in its/their proposal(s), whether or not provided directly. Further, the City will consider the selected Contractor(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

3.2. Assurance: Any contract awarded under this RFP must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964 as amended, and Section 504 of the Rehabilitation Act of 1973 as amended.

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The Provider must guarantee that services provided will be performed in compliance with all applicable City, state and federal laws and regulations pertinent to this project. Prior to executing an agreement, the Provider will be required to provide evidence substantiating the necessary skill to perform the duties through the submission of references.

3.3. If this contract involves protected health information and the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-199 (HIPAA) applies: Any contract awarded under this RFP must comply with the requirement of 42 U.S.C. §§ 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its subsequent amendments, related to Protected Health Information (PHI), in performing any task or activity related to this Agreement.

3.4. Independent Contractor: In performance of the work, duties and obligations assumed by the proposer, it is mutually understood and agreed that the proposer, including any and all of the proposer's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the City.

3.5. Proposers may submit alternate proposals. Alternate proposals shall be clearly marked as such.

3.6. The City prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, national origin, political affiliation, physical disability or medical condition. This clause does not require the hiring of unqualified persons.

3.7. The City reserves the right to reject any and all proposals, to negotiate specific terms, conditions, compensation, and provisions on any contracts that may arise from this solicitation; to waive any informalities or irregularities in the proposals; and to accept the proposal(s) that appear(s) to be in the best interest of the City of Oxford. In determining and evaluating the proposals, costs will not necessarily be controlling; the experience of those who will be providing services under the contract, quality, equality, efficiency, utility, suitability of the services offered, and the reputation of applicants will be considered, along with other relevant factors.

3.8. City of Oxford reserves the right to:

- Request clarification of any submitted information;
- Not enter into any agreement;
- Not to select any applicant;
- Amend or cancel this process at any time;
- Interview applicants prior to award and request additional information during the interview;
- Negotiate a multi-year contract or a contract with an option to extend the duration;
- Award more than one contract if it is in the best interest of the City; and/or
- Issue similar RFPs in the future.

3.9. Qualified providers must be prepared to enter into the City's Management Agreement, a sample of which is attached as Attachment A to this RFP. Please review the details of Attachment A carefully.

3.10. Prior to commencement of services, the Contractor must provide evidence of the following insurance coverages: Worker's Compensation, Commercial General Liability (naming the City of Oxford as additional insured), Comprehensive Business or Commercial Automobile Liability for Owned Automobiles and Non-owned /Hired Automobiles, and may also be required to provide Errors and Omissions insurance, Professional Liability or Malpractice Insurance depending on the nature and risks associated with the services provided. The Contractor will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent renewal terms of the contract.

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3.11. ~~Proprietary Information: Trade secrets or similar proprietary data that the prospective contractor does not wish~~ disclosed to other than personnel involved in the proposal evaluation effort or post- award contract administration will be kept confidential to the extent permitted by law as follows. Each page alleged to contain proprietary information shall be identified by the prospective contractor in boldface text at the top and bottom as "PROPRIETARY." Any section of the proposal that is requested to remain confidential shall also be so marked in boldface text on the title page of that section. Despite what is labeled as confidential, proprietary, or trade secret, the determination as to whether or not certain material is confidential, proprietary or trade secret shall be determined in accordance with applicable law. If a prospective contractor designates any information in its proposal as proprietary pursuant to this provision, the prospective contractor must also submit one copy of the proposal from which the proprietary information has been excised. The proprietary material shall be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the content of the proposal as possible.

3.12 Naming: The selected contractor should not use "Oxford" or "Lafayette" as a part of the organization's name.

3.13 Fundraising: Historically, the City has not covered all of the expenses related to operation of the four core services. The proposer will be expected to raise additional support over and above contracted funds to fulfill the requirements established in this RFP. Proposer's that have a strong track-record of raising support are highly preferred.

3.14 Services and administration of the four core services is intended to apply specifically for animals originating, detained, or surrendered within Oxford City limits. Services for animals originating, detained, or surrendered outside of the city limits, but within Lafayette County will be considered, but must be clearly separated within the budget methodology as provided in Section 6.3.2f. Proposers must clearly delineate the costs per animal based on historical intake numbers for city animals and county animals. The costs per animal for both city and county animals is to adhere to the Description of Services in Section 5. Services for animals outside of the City of Oxford and Lafayette county must not be considered.

4. BACKGROUND

4.1 For nearly 25 years, the City of Oxford has worked with the Oxford Lafayette Humane Society for the administration and operation of its animal shelter and related services. The current contract was entered into on January 2, 2018 and will end on September 31, 2018.

4.2 The City's current shelter facility is located at 413 McElroy Drive and is approximately 6,492 square feet.

4.3 The animal shelter took in 4,352 animals in 2016. Approximately 1,408 animals were from City of Oxford and Lafayette County.

5. DESCRIPTION OF SERVICES

5.1 To provide flexibility and promote partnership, the City has identified four Core Service Areas. Proposals that address all core service areas are preferred, however a combination of services may be considered. Proposals should clearly identify which service area/s the proposal addresses. The four Core Service Areas are: Animal Control Officer, Animal Intake, Animal Care, and Animal Service Programs.

5.2 The City's shelter facility, located at 413 McElroy, is available to provide the core service areas. If proposers elect to not use the City's facility, then the proposal should describe the proposed facility to include capacity, compatible

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use, staffing, ownership/lease arrangement, location, service area, etc. All facilities must be open to the public for a reasonable amount of time each week.

5.3 Services described in this RFP, and included in responses, apply only to City of Oxford/Lafayette County animals and not ancillary animal rescue operations which a provider may additionally engage in.

5.4 **Animal Control Services:** Perform labor and technical services to assure that City of Oxford citizens will be free from animals at large, creating hazards of public health, safety, or welfare and protect animals from mistreatment.

- a. Animal Control Services must be performed by a certified animal control officer for seven (7) days a week, 6:00 am to 10:00 pm, as well as holidays.
 - i. Removal of dead animals from street right-of-way or any other public or private property is NOT the responsibility of the animal control officer.
- b. Assist local law agencies in the search and seizure of animals.
- c. The City will provide animal control services vehicle. If the proposer uses the City-owned vehicle, then all insurances will be covered by the proposer.

5.5 **Animal Intake:** Includes animals detained by Animal Control Officers, or surrendered by a member of the public when the animal originated, or was found, in the City of Oxford or Lafayette County, Mississippi.

- a. Administer and operate consistent and uniform procedures and processes that promote the health and safety of all animals, staff, volunteers, the public, and City workers. This includes following all federal, state, and local rules and regulations applicable to shelter operations.
- b. Intake services should include:
 - i. Provide medical quarantine and behavior isolation for the duration of the legal holding for a minimum of five (5) days (including day of impound) and evaluation as appropriate to protect the shelter population and the people working at or visiting the facility.
 - ii. Provide food, water, shelter, exercise and medical care to each animal for a minimum of 5 days to give the owner an opportunity to claim the animal before transporting or making available for adoption or fostering.
- c. Provide the evaluation and euthanasia of dangerous or diseased animals.
- e. Provide public hours of operation at least five (5) days a week including one (1) weekend day for 24/hours per week.
- f. Document and report any incidents of bites, mishandling of animals or other non-routine activity.
- g. Maintain records and track all animals in an appropriate data management system.

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5.6 Animal Care: Upon transfer from intake, all animals are provided ongoing animal care that includes food, water, administering medication, shelter, cleaning and first-aid medical services. Socialization and exercise are addressed in the Animal Service Programs area.

- a. Administer and operate consistent and uniform procedures and processes that promote the health and safety of all animals, staff, volunteers, the public, and City workers. This includes following all Federal, State and Local rules and regulations applicable to shelter operations.
- b. Provide for the administration and operation of all animal care services at the shelter for adoptable, long term and dangerous animals that include:
 - i. Provide adequate and appropriate food to all types of animals.
 - ii. Properly cleaning all kennels, cages, exercise areas and other areas where animals are exposed once a day at minimum, or as needed.
 - iii. Maintain and properly clean animal care equipment such as but not limited to food/water bowls, bedding, toys, and cat boxes.
 - iv. Provide adequate medical isolation for sick or diseased animals to prevent exposure to shelter population.
 - v. Perform regular janitorial services throughout the facility including public and staff areas, restrooms, medical or clinic rooms, storage areas, entrances, lobby areas, visitation rooms, isolation areas, etc.
 - vi. Coordinate with Animal Intake and Animal Service Programs to assess each animal for ongoing suitability for volunteer contact, foster and adoption programs.
 - vii. Provide medical care for animals.
 - viii. Ensure adequate ventilation, heating and air condition.
 - ix. Ensure adequate drainage to all for hosing out of pens.
- c. Provide for the administration and provision of animal medical care that includes:
 - i. Provide baseline veterinarian care and medical treatment for animals within financial limits that are agreed upon between contractor and City per animal. Medical care above the agreed upon limit are the financial responsibility of the contractor.
 - ii. Provide for the administration and operation of a spay and neuter program for all cats and dogs prior to being fostered or adopted into the community.
 - iii. Document and report any incidents of bites, mishandling of animals or other non- routine activity.

5.7 Animal Service Programs: All animals, upon determination of eligibility, shall be enrolled into applicable programs to promote adoption and healthy behavior.

- a. Administer and operate consistent and uniform procedures and processes that promote the health and safety of all animals, staff, volunteers, the public, and City workers. This includes following all Federal, State, and Local rules and regulations applicable to shelter operations.
- b. Adoption Program:
 - i. Provide public outreach and maintain a website and social media presence that includes promoting

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the adoption of animals through animal pictures, profiles and other applicable information.

- ii. Provide public hours of operation at least five (5) days a week for 24/hours per week to allow members of the public to view, interact, and adopt animals.
- iii. Administer dog licenses and associated fees.
- iv. Administer adoption fees.
- v. Document and report any incidents of bites, mishandling of animals or other non- routine activity.
- vi. Record all revenue collected.

c. Foster Program:

- i. Recruit, evaluate and monitor foster homes for animal safety and appropriate level and environment of care.
- ii. Maintain records and track all animals in foster program in Pet Point Data Management System
- iii. Coordinate with adoption program to encourage the adoption of eligible animals in foster program.
- iv. Document and report any incidents of bites, mishandling of animals or other non- routine activity.

e. Volunteer Program:

- i. Develop, administer, and maintain a Volunteer Program policy and procedures that outline allowable and non-allowable activities. Procedures should include volunteers signing a liability waiver.
- ii. Recruit and coordinate volunteers and assigned activities.
- iii. Provide and track volunteer training.
- iv. Document and report any incidents of bites or other injuries, mishandling of animals or other non-routine activity.

d. Records Maintenance

- i. Maintain records and track all animals an appropriate data management system.

5.8 Use of City shelter facility: If proposer chooses to utilize the City's facility, the following applies:

a. Maintenance and operation responsibilities of the Contractor include:

- i. Provide regular janitorial services and non-structural maintenance of all buildings, out buildings, grounds and parking areas including but not limited to landscaping maintenance and irrigation requirements.
- ii. Provide snow and ice removal on all parking areas appurtenant to the buildings, sidewalks, walkways and entrance areas to the building prior to, and during regular business hours.
- iii. Pick up and properly dispose of animal waste in and around the shelter grounds.
- iv. Properly store animal feed to secure it from vermin and wildlife.
- v. Report damages or maintenance issues to City Officials on the same day the issue is discovered.
- vi. Provide and maintain furnishings such as cages, shelving, seating, computers, desks, phones, office supplies, trash and recycling receptacles, etc.
- vii. Identify, manage and fund any security related needs such as alarms, video systems, panic alarms, etc.
- viii. Provide and pay for structural pest control services either through an internal system or through a licensed pest control vendor.
- ix. Provide evacuation of all animals in case of emergency.

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b. The City will provide major repair and maintenance of the shelter through the City's Building and Grounds Department. This includes, but is not limited to, the structure (both interior and exterior), exterior roof, exterior sidewalls, common areas, the main plumbing and water systems, electrical systems and HVAC systems.

6. PROPOSAL CONTENT AND FORMAT REQUIREMENTS

Interested proposers shall submit **one original copy** of their proposal and **one copy in PDF format** as directed on Page 1 of this RFP.

Proposals shall be delivered no later than the date and time listed in the **CONTRACT AWARD SCHEDULE** and shall contain at a minimum the following items:

6.1. Cover Sheet (Attachment B)

6.1.1. Provide the full legal name of the Contractor who will execute the contract. Provide specific information concerning the agency, including: the agency's legal name, type of entity, and Federal Tax ID #.

6.1.2. The cover sheet must be signed by an owner, corporate officer, or agent authorized by the Contractor.

6.2. Description of Services, Background and Staff

6.2.1. Services

a. Clearly identify which of the four core services (animal control services, animal intake, animal care, animal service programs) are to be provided.

b. Itemize the complete list of services to be provided within each core service area.

c. Note instances where services exceed the scope or detail offered in this proposal, including medical and other treatment provided.

d. Note instances where services do not meet the scope offered in this proposal.

e. Address instances where possible cost efficiencies may be gained, quality may be improved or City may otherwise benefit from adopting your proposal over the generally listed terms of this RFP.

f. Provide detailed narrative on any partnerships or arrangements with outside agencies or organizations that would be involved in delivering core services. (i.e. nonprofit volunteers, humane society organizations, etc.)

g. Clearly indicate if the proposal includes use of the existing City facility and if not, provide a detailed narrative, with detailed supporting documents on proposed facility. City may at its discretion require a physical inspection.

h. Provide specific details on proposed metrics the provider will use to audit, monitor and assess its administrative and operational activities in providing the core service areas.

i. Provide information on if any animals will be accepted into the Animal Shelter outside of this proposal, including the exchange of animals from other shelters.

j. Provide details on the standard of care that animals will receive including, standard operating procedures to address and prevent medical outbreaks, emergency continuity of operation planning, etc. Proposers are encouraged to submit a copy of their current standard operating policies and procedures to meet the above requirement.

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6.2.2. Background and Experience

- a. Provide an overview of the types of work and history of your organization. Include a high level account of your qualifications as they relate to this proposal.
- b. Provide information on any past or present partnerships or arrangements with outside agencies or organizations as they may relate to this proposal.
- c. Provide examples and references that substantiate your (organization's) experience in providing the types of service requested in this proposal. This needs to be detailed and verifiable.
- d. Provide details on business model and strategic development as it may relate to this proposal.
- e. Please describe any current, pending or past litigation (within the last 10 years) that the organization has been, is, or is expected to be a party to.
- f. Provide background information on any previous experience where someone was hurt by an animal, whether an employee or member of the public.
- g. Provide experience with animal data and case management systems.
- m. Provide information on your experience working with animal control and public sector agencies.

6.2.3. Staffing

- a. Provide names and qualifications of key employees and assigned or shared duties.
- b. Provide a staffing plan for meeting the requirements including use of volunteers.
- c. Provide information on how staff and volunteers will be trained.
- d. Provide information on any subcontractors that will be used.
- e. Provide other relevant information that can aid City in its selection process.

6.3. Proposed Costs

6.3.1. Budget Proposals

- a. Provide a three-year budget proposal. Include overall proposed
- b. Provide a one-year annual budget that breaks out costs by category or item as presented in the description of services.
- c. Provide costs for the staffing plan.

6.3.2. Budget and Cost Methodology

- d. Provide a costing strategy that breaks out fixed and variable costs.
- e. Describe the cost basis for all variable charges. (E.g. hourly rates for staff).
- f. Describe the per animal cost basis and its methodology.
- g. Describe the basis for costing adjustments on subsequent years in contract or for potential future contract extensions.

7. SELECTION PROCEDURES

Proposals will be evaluated on the criteria outlined in the PROPOSAL CONTENT AND FORMAT REQUIREMENTS section.

After an initial review and evaluation of each of the proposals, the proposers submitting the most highly rated proposals may be

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invited for interviews prior to final selection, to further elaborate on their proposals. The City reserves the right to award a contract without holding interviews, in the event the written proposals provide a clear preference on the basis of the criteria described.

The Contractor(s) selected for this project will be required to accept the City's standard contract and to comply with insurance standards as deemed acceptable to the City Clerk's office. No agreement with the City of Oxford is in effect until both parties have signed a contract.

8. INQUIRIES

Direct all inquiries regarding the proposal process or proposal submissions to:

Mark Levy

Public Works Department

107 Courthouse Square

Oxford, MS 38655

(662) 236-1206

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ATTACHMENT A: SAMPLE MANAGEMENT AGREEMENT

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Management Agreement

WHEREAS, the City of Oxford, Mississippi ("City") and the Oxford-Lafayette Humane Society, Inc. ("OLHS") wish to work together for the control and prevention of cruelty to animals; and

WHEREAS, the City wishes to provide for the health, safety and welfare of the citizens of Oxford by protecting them from loose, dangerous or otherwise uncontrolled animals; and

WHEREAS, the City also wishes to provide for experienced, effective, and transparent management of its animal shelter facilities; and

WHEREAS, the City and the OLHS have agreed that, for the consideration hereinafter set out, the OLHS should manage the City's new animal shelter facilities, which will continue to be known as the "Oxford Animal Shelter," and shall perform all duties attendant to and in connection with such animal care.

NOW THEREFORE, for and in consideration of good and valuable considerations, including the mutual benefits accruing to both parties, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Purpose: This agreement is entered into this the 2nd day of January, 2018, by the City of Oxford and the Oxford-Lafayette Humane Society, Inc. for the purpose of providing for animal control services and management of the City's animal shelter by the OLHS. OLHS shall undertake these services as an independent contractor, and shall at all times comply with the terms of this Agreement, the statutes and common-law of the State of Mississippi, and its own bylaws and requirements of its non-profit agency or corporate status. Both parties acknowledge that certain requirements of this contract with the City of Oxford, a governmental entity within the State of Mississippi, may be in addition to or separate from those requirements mandated of a non-profit agency or corporate entity, and neither party seeks by this Agreement to alter or decrease those separate or additional requirements otherwise imposed by law, rules, regulations, or policies, upon OLHS. Management shall be carried out in accordance with all applicable standards promulgated by the Humane Society of the United States, the American Humane Association, the National Animal Control Association, its own rules and bylaws, the laws of the State of Mississippi, the laws or ordinances of the City of

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Oxford, and any additional standards or requirements contained herein or which may be promulgated by the Oxford Board of Aldermen. Furthermore, the City of Oxford requires that the OLHS perform its duties under this contract in the public interest and to the extent legally permissible with the same level of public disclosure, openness, and candor as is required by a sub-entity, committee, or agency of the City of Oxford.

2. **Term and renewal:** This Agreement shall remain in effect until the end of the current fiscal year, and may be terminated prior thereto upon a material breach of the terms hereof, provided however that the terminating party, prior to termination, must give to the other party written notice of the material breach and 15 days to cure any such material breach ("cure period"). If the material breach is not cured within fifteen days after written notice is received by the party in default, then said agreement will terminate upon the expiration of fifteen days after the expiration of the cure period. This Agreement shall be renewed for additional one year periods under the same terms as stated herein, unless written notice of non-renewal is given, by either party, at least fifteen days before the expiration of the Term.

3. **Utilities:** The City shall be responsible for provision of and payment for all utilities required by the animal shelter and incurred at the Oxford Animal Shelter, including but not limited to water, electricity, heating and cooling, and garbage pick-up. Telephone service at the shelter facility, or otherwise utilized by the OLHS, shall be provided by OLHS.

4. **Alterations and Maintenance:** Without the City's prior written consent, OLHS will not make any major alterations or changes in the animal shelter that exceed \$500, either to the exterior or to the interior of the facility or its adjoining grounds, or to the equipment or the fixtures provided by the City. Further, OLHS shall not install any equipment that may necessitate any changes in or additions to the water, heating, or electrical systems of the animal shelter, or that require unusual usage of water, heat, or electricity. OLHS has no authorization to incur any debt or make any charge against the City or to create a lien upon the animal shelter or any other property of the City for any work done or materials and equipment furnished except as provided in paragraph 5 below. The City shall be responsible for all maintenance of the animal shelter building, both exterior and interior, and of any equipment installed therein by the City, including but not limited to fans, light fixtures, hot water heaters, and the heating, ventilation, and air conditioning system. This includes regular

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maintenance of the grounds, such as lawn mowing and landscaping. OLHS shall retain ownership of, and be responsible for the maintenance of, any equipment, cages, appliances, computer systems, or similar items obtained by OLHS and installed in the Oxford Animal Shelter.

5. Repairs: All necessary, ordinary (non-emergency) repairs and maintenance of the shelter shall be done within a reasonable period of time not to exceed 5 days after the repair or maintenance is requested by OLHS, unless a longer time period is agreed to by the parties, or unless the City, in its reasonable discretion, determines that the repair or maintenance cannot be done within 5 days, in which case the City shall provide written notification of the time required to conduct such repairs. All requests by OLHS for ordinary repairs or maintenance shall be made via e-mail to the Director of Buildings and Grounds by the Executive Director of OLHS or the director of the Oxford Animal Shelter. If requests for needed repairs or maintenance are not honored by the City within 5 days, or within the time required to complete such repairs as provided by written notification from the City, or within any longer time period otherwise agreed upon by both parties, OLHS shall have the right to contract for the needed repairs or maintenance and be reimbursed by the City for the cost, conditioned on OLHS compliance with any bid laws that would otherwise have been applicable to the City in obtaining the needed repairs or maintenance. In the event of an emergency requiring repairs or maintenance during a time when the City is available to respond to an emergency repair or maintenance request, the City shall respond with provision of repairs and/or maintenance immediately and on an emergency basis. In the event of an emergency requiring repairs or maintenance at (a) a time when it is not possible to contact the City for emergency repairs or maintenance (e.g. weekends or holidays) or (b) a time when it is not possible for the City to respond to the repair or maintenance request on an emergency basis, OLHS may contract for the repairs with a reputable outside contractor. Before obtaining any emergency repairs or maintenance, OLHS shall notify either the Mayor, or the Director of Buildings and Grounds, of the emergency and the need for emergency repairs or maintenance, and OLHS shall take steps to secure such emergency repairs at the lowest and best costs available to OLHS under the circumstances. The City shall reimburse OLHS for any emergency repair or maintenance costs so incurred.

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6. Facility Management: OLHS is responsible for the daily operations of the animal shelter, for hiring and managing employees at the shelter, for care and feeding of the animals at the shelter, for ensuring that the interior of the shelter is sanitary, and for ensuring that the shelter complies with the applicable Guidelines for the Operation of an Animal Shelter and with any other applicable guidelines promulgated by the Humane Society of the United States and/or the American Humane Association, in addition to, but in no way limited to the responsibilities enumerated herein, and any additional standards or requirements which may be promulgated by resolution of the Oxford Board of Aldermen.

Further, OLHS shall conduct its business on the City's animal shelter facilities in a manner that is transparent and consistent with other municipal business and its conduct by sub-agencies, committees, or commissions of the City. By way of example, the City shall require the following of OLHS in the conduct of its business:

- a. It shall hold its elections pursuant to statutory requirements for non-profits, and bylaws lawfully adopted and enforced by its governing body;
- b. It shall hold regular meetings, at least bi-monthly, which shall be open to the public, at a time and place reasonably accessible to the public and not in conflict with the Board of Aldermen's meeting for the City. The public shall be given at least three (3) days' notice of such meetings, including the meeting agenda, by reasonable advance postings, both at the facility and on the website of the OLHS, in a fashion designed to allow interested parties the opportunity to attend such meetings. Minutes of the meetings shall be kept and shall be available to the public for review on the OLHS website. Minutes shall include all topics discussed and votes taken.
- c. It shall conduct its meetings pursuant to Robert's Rules of Order;
- d. It shall allow a member of the City of Oxford Board of Aldermen (as nominated by the Board of Aldermen), and a member of the Lafayette County Board of Supervisors (as nominated by the Board of Supervisors) to attend its meetings as community liaisons, and shall conduct bi-monthly meetings at which it shall provide updates and information to those liaisons as may be reasonably requested regarding the operation of the animal shelter facilities and the performance of the contractual duties by the OLHS under this agreement;
- e. It shall provide an oral and written report, to the Board of Aldermen, of its

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activities under this agreement, and of other activities conducted at the animal control facilities, on a bi-monthly basis. This requirement shall not relieve the OLHS of providing such information as may be required by subparagraph d., above, on an ongoing basis.

f. It shall obtain prior approval from the OLHS Board of Directors for out-of-the-ordinary expenditures over \$500.

7. **Animal Control and Handling Services:** OLHS shall provide all needed animal control and handling services, including service after hours, on weekends, and in emergencies.

OLHS shall be responsible for obtaining and paying for emergency veterinary medical treatment for animals picked up by the animal control officer or by the police department that are injured or severely ill. OLHS shall provide such services pursuant to Mississippi law and City ordinance or policies as may be adopted and promulgated. In those cases in which no law speaks to specific activities of the OLHS, the OLHS shall provide its services in the most prudent manner under the circumstances, and shall provide the City with its rationale for its decisions or activities upon reasonable request by the City. OLHS shall not be responsible for removing dead animals from the sides of roads or other public or private property or for responding to complaints of habitually barking dogs.

8. **Employees:** OLHS shall be responsible for hiring sufficient employees and recruiting sufficient volunteers to adequately staff the Oxford Animal Shelter, to provide animal control service, and to enable the shelter to be open to the public for a reasonable amount of time during each week. OLHS shall be responsible for all aspects of those employees' lawful employment, including but not limited to payment of wages, for withholding taxes, and for payment of all payroll taxes with regard to those employees. All such employees hired by OLHS are employees of OLHS and are not employees of the City. The City is not responsible for providing any insurance for OLHS employees. It shall be the sole responsibility of OLHS to insure that all of its employees, whether engaged in Animal Control or any other activity, strictly comply with all local, state and federal statutes, ordinances, and regulations, and that OLHS, likewise, complies with all applicable statutes, ordinances, and regulations in its management of its employees. The Animal Control Officer shall undergo a background check and driver's license verification to be conducted by the City's Human Resource Director.

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9. **Operating Expenses:** Subject to the provisions of paragraph 11, below, and paragraphs 3, 4, 5, and 7, above, OLHS shall be responsible for all of the operating expenses of the Oxford Animal Shelter, including, but not limited to, the cost of feeding the animals within the shelter, the cost of providing essential veterinary assistance, vaccinations, and medications, and the cost of any necessary euthanasia.

10. **Animal Control Vehicle and Equipment:** The City shall be responsible for providing OLHS with an appropriate animal control vehicle for the use of the animal control officer, which vehicle is already be in the possession of the OLHS. The animal control vehicle shall be owned and insured by OLHS. As part of the compensation set forth in paragraph 11, the City shall provide all needed maintenance and fuel for the animal control vehicle. The parties acknowledge that the City previously has provided funds for animal control equipment to OLHS. Repair and replacement of the animal control equipment shall be the responsibility of OLHS. Should either party to the contract invoke the termination or non-renewal provisions of paragraph 2, OLHS shall return title of the vehicle and equipment to the City for the City's use as an animal control vehicle.

11. **Contract Fee and Audit Requirement:** For management of the shelter and for the provision of animal control services by OLHS, the City shall pay to the OLHS a monthly contract fee in an amount calculated and detailed according to the terms contained in attached Exhibit "A." This fee shall be paid to the OLHS on a monthly basis. The payment of all fees, payments and reimbursable amounts from the City to the OLHS shall be contingent upon the OLHS meeting the requirements listed on attached Exhibit "B" ("Requirements for Non-Profit Organizations Receiving City of Oxford Funds"). OLHS shall have the authority to set a reasonable boarding charge for animals picked up on City animal control. In addition, OLHS may set an adoption fee for all animals adopted from the shelter. All such fees and/or boarding charges collected by OLHS shall be used solely for the operation of the Oxford Animal Shelter. Prior to submitting a funding request for FY 18-19, OLHS shall submit to the City, a full audit report prepared by a Certified Public Accountant.

12. **Alteration of Provisions:** The provisions of this agreement shall not be altered without mutual consent of both parties to the agreement, and any alterations in this

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agreement's provisions will not be effective unless reduced to writing and signed by an authorized representative of both parties.

14. **Representations and Warranties:** Without limiting the general responsibilities and agreements and applicable standards contained herein, the OLHS agrees, represents and warrants that it shall:

- a) Comply with and enforce all City and State regulations, laws, or adopted policies in regard to operation of an animal shelter;
- b) Carry out the provisions of the laws of the City and the State of Mississippi in regard to the confinement for observation of animals apprehended or surrendered after biting a person, and such other laws that may govern the keeping, boarding, or disposal of animals held in the facilities;
- c) Have the books and records of the OLHS made available for inspection at any time during the life of the Agreement;
- d) Ensure adequate ventilation, heating and air condition at said shelter through proper care and operation of systems;
- e) Ensure adequate drainage to allow for hosing out of pens through proper care and operation of systems;
- f) Employ adequate personnel to keep the shelter and its animals clean and to perform all necessary operations under this agreement and as may be required by law;
- g) Keep the animals fed and nourished.
- h) Employ personnel trained to recognize the need for medical care.
- i) Provide adequate medical care for the animals under its control.
- j) Perform euthanasia under appropriate circumstances.
- k) Accept dogs and cats turned in by the City animal control officers and not release same, except in the case of adoption, termination, delivery to owner, or surrender to appropriate rescue organizations.
- l) Provide general liability insurance in the amount of \$500,000.00, with the City of Oxford listed as an additional insured on such policy, and proof of such insurance to be provided to the City of Oxford at the time this Agreement is

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executed;

- m) Accept dogs and cats turned in from City residents.

In addition, OLHS warrants that it is a Mississippi non-profit corporation, in good standing, and that this Agreement constitutes a legal, valid and binding obligation, enforceable in accordance with its terms; that OLHS shall follow its own policies and bylaws and the laws applicable to a non-profit corporation in Mississippi; that OLHS has full power and authority to enter into and perform the terms and conditions of this Agreement; that it has obtained all necessary approvals and consents to enter the Agreement; and that the person executing this Agreement is fully and duly empowered and authorized so to act.

15. **Abrogation:** It is expressly understood that the City, by this Agreement, is only delegating ministerial functions to the OLHS and that this Agreement does not abrogate any of the powers given to the City by law, as well as to adopt ordinances or otherwise to exercise its police powers in relation to animals. The City does not, by entry into this agreement, waive any of its rights, powers, or immunities under applicable law.

16. **Agreement Supersedes:** This Agreement shall replace and supersede all previous management agreements between the parties. This Agreement shall be considered a cancellation and alteration of the Management Agreement in accordance with paragraph 11 of said agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, effective as of the date mentioned above.

THE CITY OF OXFORD

Robyn Tannehill

Robyn Tannehill, Mayor

Ashley Atkinson

Ashley Atkinson, City Clerk

OXFORD-LAFAYETTE HUMANE SOCIETY, INC.

By: Cyd Dunlap

Title: BOARD PRESIDENT

MINUTE BOOK No. 82, CITY OF OXFORD**Requirements for Non-Profit Organizations Receiving City of Oxford Funds**

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All non-profit organizations who receive funds in any amount from the City of Oxford whether as matching funds for grants, as compensation for the provision of services, or as a donation, shall meet the following requirements.

1. The City shall be provided with the names, addresses, phone numbers and e-mail addresses of all members of the governing board along with the designations of current officers. Any time there is a change in board membership or officers, an updated list will be provided to the City Clerk.
2. The governing board or authority shall ensure that donors, stakeholders and interested members of the public have access to appropriate and accurate information regarding finances, operations and results. In addition, every board member shall have equal access to relevant information when making decisions.
3. The governing board shall operate using sound by-laws and other appropriate mechanisms for active oversight which ensure accountability and sufficient fiduciary controls, and perform accordingly.
4. The City shall be provided with the organization's by-laws with an updated copy being provided whenever the by-laws are amended.
5. Reasonable notice for the organization's meetings shall be provided through the local newspaper and/or on the organization's web site, and shall be open to the general public.
6. Prior to July 15, of each year, requests for funds for the following fiscal year shall be submitted to the City in writing and shall be accompanied by the organization's proposed or approved budget. Subsequent changes to the proposed or approved budget shall be provided to the City.
7. A representative from the organization shall make regular reports, including complete financial reports, to the mayor and board of aldermen at times and intervals requested by the mayor and board.
8. Within six months of the end of the organization's fiscal year, a copy of the annual audit report prepared by a Certified Public Accountant shall be provided to the City.
9. Failure to comply with these guidelines may result in a termination of funding and possible revocation of funds.

All required documents will be received by the City of Oxford Clerk for distribution to the Mayor and Board of Aldermen.

ATTACHMENT B: COVER SHEET

Name of Person, Business or Organization:	
Type of Entity: (e.g. Sole-Proprietorship, Partnership, Corp., Non-Profit, Public Agency)	
Federal Tax ID Number:	
Contact Person – Name	
Contact Person – Address	
Contact Person – Phone Number (s)	
Contact Person – e-mail address	

By signing this *Cover Sheet* I hereby attest: that I have read and understood all the terms listed in the RFP; have read and understood all terms listed in this proposal; that I am authorized to bind the listed entity into this agreement; and that should this proposal be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFP as published by the City of Oxford, including any amendments or addenda thereto except as explicitly noted or revised in my submitted proposal.

Signature of Authorized Representative

Printed Name of Authorized Representative

Date

MINUTES

City of Oxford
Board of Aldermen
Recess Meeting

Wednesday, August 15, 2018, 12:00 pm - 3:00 pm
Old RSVP Building next to City Hall



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 12:00pm on Wednesday, August 15, 2018 in the Old RSVP Building next to 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

Bart Robinson, Chief Operating Officer
Ashley Atkinson, City Clerk
Braxton Tullos, Human Resources Director
Seth Gaines, Oxford Park Commission Director
Arledia Bennett, RSVP Director
Amberlyn Liles, Environmental Services Director
Michelle Robinson, Recycling Coordinator

2. Adopt the agenda for the meeting.

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

3. Request permission for two officers to attend K-9 training in Denver, IN on August 19-24, 2018 at an estimated cost of \$1,140.00 plus per diem.

It was moved by Alderman Bailey, seconded by Aldermen Huelse to approve the travel of two officers to attend K-9 training in Denver, IN on August 19-24, 2018 at an estimated cost of \$1,140.00 plus per diem. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

4. Consider budget requests for Fiscal Year 2018-2019 from the following departments:

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

- i. Request permission to purchase a vehicle off of state contract with funds from FY2018. (Arledia Bennett)

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It was moved by Alderman Howell, seconded by Alderman Huelse to re-allocate funding from Salaries to Capital Outlay in the FY2018 RSVP budget to allow for the purchase of a vehicle off of state contract for

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approximately \$17,000.00. All the aldermen present voting aye, Mayor
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- d. Lafayette County CASA
Alderman Howell left the meeting at this time.
 - e. Financial Administration
Alderman Morgan left the meeting at this time.
 - f. Environmental Services & Recycling
5. Consider an executive session.
There was no action taken on this item.
6. Recess to meet on August 20, 2018 at 1:00pm.

It was moved by Alderman Bailey, seconded by Alderman Hulse to recess the meeting until Monday, August 20, 2018 at 1:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.


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)

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City of Oxford
Board of Aldermen
Recess Meeting



THE CITY OF
OXFORD

Monday, August 20, 2018, 1:00 pm - 3:00 pm
Old RSVP Building beside 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 20, 2018 in the Old RSVP Building next to City Hall when and where the following were present:

Robyn Tannehill, Mayor
Rick Addy, Alderman Ward I
Mark Hulse, 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-absent

Bart Robinson, Chief Operating Officer
Ashley Atkinson, City Clerk
Braxton Tullos, Human Resources Director
Mary Allyn Hedges, Visit Oxford
Kinney Ferris, Visit Oxford
Brad Freeman, FNC Park
Clay Brownlee, FNC Park
Matt Davis, Parking Division
Joey East, Police Chief
Jeff McCutchen, Oxford Police Department
Hildon Sessums, Oxford Police Department

2. Adopt the agenda for the meeting.

It was moved by Alderman Addy, seconded by Alderman Bailey to adopt the agenda for the meeting with the deletion of item 5. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

3. Discuss the addition of temporary fencing for the parking garage. (Bart Robinson)

Bart Robinson discussed the addition of temporary fencing at the Parking Garage site which would free up approximately 120 parking spaces for the three home football games in September at a cost of \$19,200.00 to be paid from parking revenues.

The board took no action on this item.

4. Consider budget requests for fiscal year 2018-2019 from the following departments:

- a. Visit Oxford
- b. Human Resources
- c. FNC Park
- d. Parking Division
- e. OPD

5. Consider an RFP for Animal Control and Shelter Services for the City of Oxford.

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This item was deleted from the agenda.

6. Discuss traffic on N 11th Street. (Bart Robinson)

Bart Robinson discussed the possibility of making North 11th Street one way only; but the board wanted to wait until the parking garage opened to see how traffic flowed into and out of the garage to decide what to do.

The board took no action on this item.

7. Consider an executive session.



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

It was moved by Alderman Antonow, seconded by Alderman Bailey to enter into an executive session for a matter of potential litigation related to a copyright issue and a matter related to property acquisition in the industrial park. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

8. Adjourn.

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


Robyn Tannehill, Mayor
Ashley Atkinson, City Clerk

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