

City of Oxford
Board of Aldermen
Regular Meeting
September 21, 2021, 5:00 pm - 7:00 pm
City Hall Courtroom

DOCUMENTS

Table of Contents

Cover Page	1
Table of Contents	2
Signed_approved_minutes_09212021	4
OFD_surplus	9
Water_Sewer_adj	10
Utility_locator_travel	12
MSRWA_travel	13
COVID_data_update_09212021	14
FY_2021_Audit_TVA_report_OU	15
Phlebotomy_grant_OPD	110
VOCA_grant_OPD	114
Spec_Olympics_Torch_Run	116
UM_Big_Event_5k	118
Master Equity Lease Agreement - Government	121
Copy of 2021 Durango Menu Pricing -5-	126
Q-5902585 - 2021 Durango - Marked Upfit - Radio Install	129
Q-5908912 - 2021 Durango - Lieutenant Upfit - Radio Install	135
Q-5907465 5907536 - 2021 Durango - Marked Upfit	141
Q-5907388 - 2021 Durango - Investigation Upfit	147
Addendum to Equity MLA - City of Oxford	153
parade permit OHS	154
APA Travel Request	156
TMobile Hometown Grant	157
2784 MFM Rezoning MBoA First Reading	158
Case 2792 First Reading MBoA	167
Case -2783 Industrial Park Drive C-Store SPA MBoA	170
Case -2786 Colonnade Crossing Ph. 1 Final Plat MBoA	201
Case -2787 The Lamar Ph 2- Lot 8 FP Amendment MBoA	210
Sunday_work_The_Airport	225
Annual bids compiled	226
permission to advertiseAlexa and Corley Beth inlets	243
professional servicesHeadwater Natural Resources	244

Table of Contents (cont.)

Memo-AdoptaStreet-final-1	247
HBC_Enterprise_license_08272021	267
professional servicesHeadwater Natural Resources	276

MINUTES

City of Oxford Board of Aldermen Regular Meeting Tuesday, September 21, 2021, 5:00 pm - 7:00 pm City Hall Courtroom



1. Call to order.

The meeting of the Mayor and Board of Alderman of the City of Oxford, Mississippi, was called to order by Mayor Tannehill at 5:00pm on Tuesday, September 21, 2021, in the courtroom of Oxford City Hall when and where the following were present:

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

Mayo Mallette, PLLC- Of Counsel Ashley Atkinson- City Clerk Bart Robinson-Chief Operating Officer Reanna Mayoral- City Engineer Ben Requet- Director of Planning Jeff McCutchen- Police Chief Matt Davis- Director of Parking Enforcement Braxton Tullos- Human Resources Director Joey Gardner- Fire Chief Seth Gaines- Director of Oxford Park Commission Mike Young- Asst. Director of Oxford Park Commission Arledia Bennett- RSVP Director-absent Rob Neely- General Manager of Oxford Utilities Lynwood Jones- Superintendent of City Shop- absent Jimmy Allgood- Director of Emergency Management Amberlyn Liles- Environmental Services Director Gray Parker- Planning Department-absent Greg Pinion-Buildings & Grounds Superintendent Donna Fisher- Municipal Court Clerk-absent Kara Giles- Executive Assistant to the Mayor Hollis Green- Director of Development Services John Crawley- Asst. City Engineer-absent Chris Carter- Senior Building Inspector Brad Freeman- mTrade Park Director- absent Clay Brownlee- mTrade Park Assistant Director-absent Michael Temple- IT Department Chris Simmons- IT Director Donna Zampella- General Manager of Oxford University Transit Mark Levy- General Government

2. Adopt the agenda for the meeting.

It was moved by Alderman Hyneman, seconded by Alderman Bailey to adopt the agenda for the meeting with the addition of items 8 and 28. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

Mayor's Report

4. Authorize the approval of the minutes of the Regular Meeting on September 7, 2021 and the Special Meeting on September 16, 2021. (Ashley Atkinson)

It was moved by Alderman Addy, seconded by Alderman Bailey to approve the minutes of the Regular Meeting on September 7, 2021 and the Special Meeting on September 16, 2021. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

It was moved by Alderman Morgan, seconded by Alderman Howell-Atkinson to approve the accounts for all city departments including a claims docket showing General Fund claims numbered 114069-114230, Water & Sewer claims numbered 36689-36723, Trust & Agency claims numbered 35100-35169 and 5125-5130, and Metro Narcotics claims numbered 7736-7745, and totaling \$1,134,508.33. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6. Consider the consent agenda:

It was moved by Alderman Addy, seconded by Alderman Hyneman to adopt the following consent agenda. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

a. Fixed Assets Management:

 Request permission to declare two Robopak XL-1810 battery packs with SN 166 and 167 and asset tags 1758 and 1550 surplus in the Oxford Fire Department and authorize their disposal. (Joey Gardner)

b. Human Resources:

- Request permission to accept the resignation of Corey Isom in the Environmental Services Department, effective September 15, 2021. (Braxton Tullos)
- ii. Authorize the promotion of Melvin Westbrook and Willie Gilliom from Part-time Seasonal Laborers to Full-time Laborers in the Environmental Services Department, each with an annual salary of \$28,124.53. (Braxton Tullos)
- iii. Authorize the promotion of Morgan Breithaupt from Concession employee to Lead Runner in the mTrade Park Department, with a new hourly rate of \$10.00. (Braxton Tullos)
- iv. Request permission to accept the resignation of Patrick Fugitt in the Oxford Police Department, effective September 22, 2021. (Braxton Tullos)
- v. Request permission to hire Harrison Bragg as a Full-time Patrol Officer in the Oxford Police Department, with an annual salary of \$39,713.45. (Braxton Tullos)

c. Miscelleanous:

- Request approval of water and/or sewer adjustments in accordance with the Oxford Utilities Leak Adjustment Policy. (Rob Neely)
- Request permission to accept a donation in the amount of \$150.00 for the Animal Resource Center. (Nicole Young)

d. Travel Requests:

- Request permission for the Director to attend the MTA Board Meeting and Governor's Conference Education Committee Meeting on September 22, 2021 in Jackson, MS at an estimated cost of \$192.64. (Hayden Guest)
- Request permission for one officer to attend the 2021 MS Crime Stoppers Training Conference in Biloxi, MS on October 19-22, 2021 with an estimated cost of \$750.00. (Jeff McCutchen)
- iii. Request permission for the utility locator to attend the MS Damage Prevention Summit in Biloxi, MS on November 3-5, 2021 at an estimated cost of \$897.00. (Rob Neely)
- iv. Request permission for four employees to attend the MSRWA Water & Wastewater Fall Training Session in Tupelo, MS on October 5-7, 2021 at an estimated cost of \$800.00. (Rob Neely)

7. COVID-19 Update. (Jimmy Allgood)

Emergency Management Director, Jimmy Allgood, updated the Board on the most recent COVID numbers. No action was taken on this item.

8. Request permission to authorize the Mayor to sign an MOU with TrustCare Health to use the former OPC Office building for a COVID vaccination site.

It was moved by Alderman Huelse, seconded by Alderman Addy to authorize the Mayor to sign an MOU (contingent on counsel's approval) with TrustCare Health to use the former OPC Office building for a COVID vaccination site. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

Consider and accept the FY2021 OU Electric Division Audit Report and TVA Annual Report. (Rob Neely)

It was moved by Alderman Morgan, seconded by Alderman Huelse to accept the FY2021 OU Electric Division Audit Report and TVA Annual Report. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

Alderman Huelse recused himself and left the meeting.

10. Consider the suspension and/or the revocation of multiple licenses for balconies located over City ROW areas. (Chris Carter)

Development Services Director, Hollis Green, updated the Board on the status of the balconies located over City ROW areas. There are six property owners who have either not met the IBC code requirements and/or have deficiencies and have contracted with an engineer. After a brief discussion, it was moved by Alderman Addy, seconded by Alderman Bailey to allow the balconies to remain open for those property owners who have contracted with a structural engineer and to come back at the next regular meeting to discuss the findings. All the aldermen present voting

aye, Mayor Tannehill declared the motion carried.

For the properties that have not met the IBC code requirements, the Board agreed that any recommendations provided by the structural engineer can be added to the individual licenses as a condition or limitation of their use. Pursuant to this discussion, it was moved by Alderman Morgan, seconded by Alderman Addy to ask that the engineer provide an estimated timeline for the completion of repairs to the balconies. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

11. Request permission to accept the memorandum of understanding and invitation to participate in a start-up law enforcement phlebotomy program through the National Highway Traffic Safety Administration, as administered by toXcel. (Jeff McCutchen)

Alderman Huelse returned to the meeting.

It was moved by Alderman Addy, seconded by Alderman Bailey to accept the memorandum of understanding and invitation to participate in a start-up law enforcement phlebotomy program through the National Highway Traffic Safety Administration, as administered by toXcel. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

12. Request permission to accept the Victims of Crime Act (VOCA) Grant in the amount of \$57,967.87 with no match. (Jeff McCutchen)

It was moved by Alderman Bailey, seconded by Alderman Taylor to accept the Victims of Crime Act (VOCA) Grant in the amount of \$57,967.87 with no match. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

 Request permission for Sgt. Thomas Snyder, organizational director for Special Olympics, to host a Special Olympics Law Enforcement Torch Run on October 18, 2021 at 10:30am. (Jeff McCutchen)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Addy to approve a permit for Sgt. Thomas Snyder, organizational director for Special Olympics, to host a Special Olympics Law Enforcement Torch Run on October 18, 2021 at 10:30am. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

14. Request permission for Haley Anderson, organizational director for the Ole Miss Big Event, to host an event on October 31, 2021 from 8:00am-12:00pm. (Jeff McCutchen)

After a brief discussion, the Mayor called for a motion but received none. This item died for lack of a motion.

- 15. Request permission for two uniformed officers to work security for a concert at The Lyric on September 23, 2021 at a rate of \$35.00 per hour (to be paid by The Lyric). (Jeff McCutchen)
 - It was moved by Alderman Morgan, seconded by Alderman Bailey to approve two uniformed officers to work security for a concert at The Lyric on September 23, 2021 at a rate of \$35.00 (to be paid by The Lyric). All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
- 16. Request permission to approve and authorize the Mayor to sign the Master Equity Lease Agreement, individual lease paperwork, and any other required documentation on leased vehicles from Enterprise for the Oxford Police Department. (Jeff McCutchen)
 - It was moved by Alderman Bailey, seconded by Alderman Hyneman to approve and authorize the Mayor to sign the Master Equity Lease Agreement, individual lease paperwork, and any other required documentation on leaded vehicles from Enterprise for the Oxford Police Department. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
- 17. Consider a previously approved parade permit for the annual OHS homecoming parade for a date change. (David Sabin)
 - It was moved by Alderman Bailey, seconded by Alderman Hyneman to approve a parade permit for the annual OHS Homecoming parade for Wednesday, September 22, 2021. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
- 18. Request permission for four employees to attend the MS American Planning Association Chapter Conference in Biloxi, MS on October 12-15, 2021 at an estimated cost of \$3,750.00. (Ben Requet)
 - It was moved by Alderman Morgan, seconded by Alderman Taylor to allow four planning employees to attend the MS American Planning Association Chapter Conference in Biloxi, MS on October 12-15, 2021 at an estimated cost of \$3,750.00. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
- 19. Request permission to accept a T-Mobile Hometown Grant in the amount of \$50,000.00. (Ben Requet)
 - It was moved by Alderman Huelse, seconded by Alderman Bailey to accept a T-Mobile Hometown Grant in the amount of \$50,000.00. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
- 20. First reading of a proposed Ordinance to rezone approximately +/- 4.6 acres, Case #2784, owned by MFM Development, LLC, from (NR) Neighborhood Residential to (SCO) Suburban Corridor, for property located at 2385 South Lamar Boulevard, being further identified as PPINs 8908 and 10381. (Ben Requet)

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

21. First reading of a proposed Ordinance amending the City of Oxford Land Development Code, Case #2792. (Ben Requet)

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

22. Consider a request for the extension of City utilities for Case #2783-Ran Management, for a development outside the City limits of Oxford that includes Site Plan Approval for "Industrial Park Drive C-Store", for property located at the Northwest Corner of CR 101 and CR 166, being further identified as PPIN 20698. (Robert Baxter)

It was moved by Alderman Morgan, seconded by Alderman Huelse to approve a request for the extension of City utilities for Case #2783-Ran Management, for a development outside the City limits of Oxford that includes Site Plan Approval for "Industrial Park Drive C-Store", for property located at the Northwest corner of CR 101 and CR 166, being further identified as PPIN 20698. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

23. Request permission to approve a Final Plat for Case #2786, MFM Development, LLC for "Colonnade Crossing-Phase I" for property located at Hwy 30 and Barrington Drive, being further identified as PPINs 4562, 4644, 4515, 4643, 4642, 4510, and 15140. (Gray Parker)

It was moved by Alderman Hyneman, seconded by Alderman Bailey to approve a Final Plat for Case #2786, MFM Development, LLC for "Colonnade Crossing-Phase I" for property located at Hwy 30 and Barrington Drive, being further identified as PPINs 4562, 4644, 4515, 4643, 4642, 4510, and 15140. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

24. Request permission to approve a Final Plat for Case #2787-Updraft Investments, LLC for "The Lamar-Phase 2, Lot 8" for property located at The Lamar TND, being further identified as PPIN 5067. (Robert Baxter)

It was moved by Alderman Bailey, seconded by Alderman Addy to approve a Final Plat for Case #2787-Updraft Investments, LLC for "The Lamar-Phase 2, Lot 8" for property located at The Lamar TND, being further identified as PPIN 5067. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

25. Consider a request for extended work hours, including Sundays, for work at The Airport at Ole Miss, from September 21-October 8, 2021. (Reanna Mayoral)

It was moved by Alderman Huelse, seconded by Alderman Addy to approve a request for extended work hours, including Sundays, for work at The Airport at Ole Miss, from September 21-October 8, 2021. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

26. Consider the Annual Materials bids received. (Reanna Mayoral)

It was moved by Alderman Bailey, seconded by Alderman Huelse to approve the Annual Material bids received, including the approval of both of the bids received for video inspection services. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

27. Request permission to advertise for the Alexa and Corley Beth inlet repair project. (Reanna Mayoral)

It was moved by Alderman Morgan, seconded by Alderman Taylor to advertise for the Alexa and Corley Beth Inlet Repair Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

 Consider a contract with Headwaters National Resources Consulting for professional services related to the Bailey Branch/Burney Branch Hazard Mitigation Grant Program Project. (Reanna Mayoral)

It was moved by Alderman Huelse, seconded by Alderman Addy to approve a contract with Headwaters Resources Consulting for professional services related to the Bailey Branch/Burney Branch Hazard Mitigation Grant Program Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

29. Approve the Lafayette Master Gardeners participation in the Adopt-a-Street Program. (Mark Levy)

It was moved by Alderman Bailey, seconded by Alderman Hyneman to approve the Lafayette Master Gardeners participation in the Adopt-a-Street Program. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

30. Consider a revocable license for HBC Enterprises, LLC for the use of surplus municipal property on East Jackson Avenue. (Bart Robinson)

It was moved by Alderman Bailey, seconded by Alderman Addy to approve a revocable license for HBC Enterprises, LLC for the use of surplus municipal property on East Jackson Avenue, contingent on the receipt of their updated alcohol license from ABC and proof of insurance. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

31. Consider an executive session.

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

It was moved by Alderman Bailey, seconded by Alderman Huelse to enter into an executive session for personnel matters in the Development Services-Building Department and the Oxford Police Department and a matter of property ownership related to a historic property. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Addy, seconded by Alderman Bailey to follow the recommendation of the department head and the Human Resources Director and terminate the employment of Will Jenkins in the Development Services-Building Department for not meeting the requirements of his position. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Morgan, seconded by Alderman Bailey to hire an appraiser to determine the value of Cedar Oaks. All the aldermen present voting aye, with the exception of Alderman Addy who voted no, Mayor Tannehill declared the motion carried.

It was moved by Alderman Morgan, seconded by Alderman Hyneman to follow the recommendation of the department head and the Human Resources Director and suspend Josh Shipp in the Oxford Police Department for four days without pay, due to the violation of the Oxford Police Department Policy and City Policy. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

32. Adjourn.

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



SURPLUS FORM

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

Date of Request: 9/08/2021		
Department that owns Fixed Asset: Oxford Fire Dept		
Fixed Asset Tag Number (If item is not tagged, please put Physical Location of Asset: Station 4 Rescue 3, I	_{N/A):} 1758,155 Heavy Rescu	e
If the item being surplused is a vehicle or a piece of equip	ment, please provi	de:
Make	Model	Year
VIN / Serial Number		Color
If the item being surplused is a tool, please provide:		
Description of Tool (including brand): Robopak XL-18	10	
S/N 167, S/N 166		Black
Serial Number (if none, write N/A)		Color
For all other assets, please provide a complete description 2 Robopak Battery supply units that are out of date and w		•
Name of Person Submitting Surplus Request: J. Gardne	r	
Date Approved by BOA:		
107 Courthouse Square Oxford, MS 38655		(p) 662-236-1310 (f) 662-232-2337

1. Consider water and/or sewer bill adjustments in accordance with Oxford Utilities Leak Adjustment Policy. (Rob Neely)

The Oxford Utilities Billing Supervisor has reviewed the accounts listed in the attached spreadsheet and confirmed that 1) The leaks associated with the referenced accounts meet the criteria of the Board approved leak adjustment policy and 2) The customer did not receive the benefit of the utility service being adjusted. Based on those findings, Oxford Utilities recommends that the board approve the adjustment of the referenced accounts.

WATER/SEWER ADJUSTMENTS | OXFORD UTILITIES

SEPTEMBER 2, 2021 - SEPTEMBER 15, 2021

TO BE APPROVED: SEPTEMBER 21, 2021

ACCOUNT	CUSTOMER NAME	ADDRESS	WATER	SEWER	ADJUSTMENT
NUMBER	COSTOIVIER INAIVIE	ADDRESS	ADJUSTMENT	ADJUSTMENT	TYPE
208618-000980	MELISSA GORDON	14 PRIVATE ROAD 3151 APT. 9	-\$64.61	-\$85.90	INSIDE
204870-038752	COMFORT AGYIN-BIRIKORANG	2323 UNIVERSITY AVENUE #A	-\$53.96	-\$71.74	INSIDE
205759-035546	PATRICIA DEFELICE	402 BEAUREGARD CIRCLE	-\$63.19	-\$84.02	INSIDE
000732-032854	DOMINIC ALEXANDER WILLIAMS	2950 S LAMAR BLVD APT. 23	-\$281.87	-\$749.54	OUTSIDE
204033-104022	BETTY HILLIARD	714 MARTIN L KING JR CIRCLE	-\$171.82	-\$456.42	OUTSIDE
201839-101832	RICHARD CARWYLE	1308 HORNE ROAD	X	-\$142.07	POOL
209292-109110	SHACKELFORD INC	22 COUNTY ROAD 122	-\$473.67	Χ	WT ONLY
209719-025687	KENDRA WEAVER	403 WOODLAND HILLS DRIVE	-\$499.66	Х	WT ONLY
		TOTAL:	-\$1,608.78	-\$1,589.69	

2. Request permission for utility locator to attend MS Damage Prevention Summit in Biloxi, MS November 3-5, 2021. (\$897)(Rob Neely)

The Mississippi Damage Prevention Summit is scheduled for November 3-5, 2021 in Biloxi, MS. This is a very important training and education opportunity for our utility locator, Matt Jacobson, to advance his knowledge base and abilities, I have reviewed the conference agenda and feel that it would be very important and worth the time to attend the summit. The cost of this travel and training is included in the FY22 budget.

MS Damage Prevention Summit October 3-5, 2021 Biloxi, MS

Matthew Jacobson

Registration	\$549.00
Meals	138.00
Hotel	210.00
TOTAL	\$897.00

3. Request permission for 4 employees to attend the MSRWA Water & Wastewater Fall Training Session in Tupelo, MS October 5-7, 2021. (\$800)(Rob Neely)

This is an important training opportunity for Water and Wastewater Plant employees to maintain their certification. This cost of this travel and training is in the FY2022 Budget.

Since the training is in Tupelo, no lodging or per diem is needed, therefore the total cost is only the registration fees, \$800.

MSRWA Fall Training Session October 5-7, 2021 Tupelo, MS

Perry Rogers Jeff Jenkins Sean Staggs Tony Bishop

 Registration
 \$800.00

 TOTAL
 \$800.00

COUNTY	Laf	ayette
Week Ending	New Cases	7 Day Case Average/per day
24-Jul	75	10.71
31-Jul	109	15.57
7-Aug	184	26.29
14-Aug	267	38.14
21-Aug	188	26.86
28-Aug	196	28.00
4-Sep	285	40.71
11-Sep	192	27.43
18-Sep	212	30.29
TOTAL	1708	

Todays Data State - 1,669

Lafayette - 8,164 / 54 new cases

Deaths - 61

Total local deaths - 137

As of 8 a.m. September 20, 2021

Lafayette Residents with at least 1 dose	28,554	53%
Lafayette Residents fully vacinated	26,063	48%
Total Doses Administered to Residents	54,746	

August 24 to September 20

98 % of new cases unvaccinated / partially vaccinated - 2% of new cases were fully vaccinated 88 % of hospitalizations unvaccinated / partially vacc. - 12% of hospitalizations fully vaccinated 87 % of deaths unvaccinated / partially vaccinated - 13 % percent of deaths fully vaccinated

4. Consider and Accept FY2021 OU Electric Division Audit Report and TVA annual report. (Rob Neely)

I am pleased to present the annual audit report, which is included in your packets and was performed by Alexander Thompson Arnold, PLLC (ATA). As you can see on page 3 of the report, in the opinion of ATA, "the financial statements referred to above present fairly, in all material respects, the financial position of Oxford Utilities of the City of Oxford, Mississippi, as of June 30, 2021 and 2020 and the changes in financial position and cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America."

FINANCIAL HIGHLIGHTS

Management believes the Utility's financial condition is strong. The Utility is well within its debt covenants and the more stringent financial policies and guidelines set by the Board and management. The following are key financial highlights.

- Total assets and deferred outflows of resources at year-end were \$42.82 million and \$545 thousand, respectively, and exceeded liabilities and deferred inflows of resources by \$29.35 million (i.e. net position). Total assets increased by \$476 thousand due to an increase in cash and cash equivalents because of current year operating income.
- Net income was \$1.16 million during the current year due to an operating profit of \$2.16 million.
- Operating revenues were \$22.45 million, a decrease from fiscal year 2020 in the amount of \$465 thousand or 2.03%.
- Operating expenses were \$20.29 million, a decrease from fiscal year 2020 in the amount of \$546 thousand or 2.62%.
- Ratios of operating income to total operating revenue were 9.63% and 9.08% for 2021 and 2020, respectively.

Also presented in your packed is the TVA Annual Report, which is a snapshot of the fiscal year ending June 30, 2021. The audit and annual report are required annually and the board will need a motion to accept them as submitted.

OXFORD UTILITIES OXFORD, MISSISSIPPI

FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

OXFORD UTILITIES FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

For The Fiscal Years Ended June 30, 2021 and 2020

TABLE OF CONTENTS

Introductory Section	
Directory	1
Financial Section	
Independent Auditor's Report	2
Management's Discussion and Analysis	
Financial Statements:	
Statements of Net Position	11
Statements of Revenues, Expenses, and Changes in Net Position	13
Statements of Cash Flows	14
Notes to Financial Statements	16
Required Supplementary Information:	
Schedule of Changes in Net Pension Liability (Asset) and Related Ratios Based on	
Participation in the Public Employee Retirement System of Mississippi	31
Schedule of Contributions Based on Participation in the Public	
Employee Retirement System of Mississippi	32
Notes to Required Supplementary Information – Public Employee Retirement	
System of Mississippi	33
Supplementary And Other Information Section	
Schedules of Operating Revenues and Expenses	34
Electric Rates in Force	
Internal Control And Compliance Section	
Independent Auditor's Report on Internal Control Over Financial Reporting and	
on Compliance and Other Matters Based on an Audit of Financial Statements	
Performed in Accordance With Government Auditing Standards	37
Independent Auditor's Report on Compliance with State Laws and Regulations	39
Schedule of Findings and Responses	
Schedule of Prior Year Findings and Responses	41

INTRODUCTORY SECTION

OXFORD UTILITIES DIRECTORY

June 30, 2021

BOARD MEMBERS

Robyn Tannehill, Mayor Rick Addy Mark Huelse Dr. Janice Antonow Kesha Atkinson Preston E. Taylor Jason Bailey John Morgan

MANAGEMENT TEAM

Rob Neely, General Manager

INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Alexander Thompson Arnold PLLC Jackson, Tennessee

FINANCIAL SECTION

Alexander Thompson Arnold PLLC



227 Oil Well Road, Jackson, TN 38305 ② 731.427.8571 ⑤ 731.424.5701 www.atacpa.net

Independent Auditor's Report

Board of Directors and Superintendent Oxford Utilities Oxford, Mississippi

Report on the Financial Statements

We have audited the accompanying financial statements of the Oxford Utilities (the Utility), an enterprise fund of the City of Oxford, Mississippi, as of and for the years ended June 30, 2021 and 2020, and the related notes to the financial statements, as listed in the Table of Contents.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Board of Directors and Superintendent Oxford Utilities Oxford, Mississippi

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Oxford Utilities of the City of Oxford, Mississippi, as of June 30, 2021 and 2020 and the changes in financial position and cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the Oxford Utilities and do not purport to, and do not present fairly the financial position of the City of Oxford, Mississippi, as of June 30, 2021 and 2020, the changes in its financial position, or, where applicable, its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 5 through 10, the pension-related required supplementary information on pages 31 through 33, respectively, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audits were conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Utility's basic financial statements. The introductory section and the supplementary and other information section as listed in the Table of Contents are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The supplementary and other information section is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

The introductory section has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by Government Auditing Standards

alexander Thompson Anoll Picc

In accordance with *Government Auditing Standards*, we have also issued our report dated September 14, 2021 on our consideration of Oxford Utilities' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Utility's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Oxford Utilities' internal control over financial reporting and compliance.

Jackson, Tennessee September 14, 2021

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the Oxford Utilities (the Utility), we offer readers of the Utility's financial statements this narrative overview and analysis of the financial activities of the Utility for the fiscal year ended June 30, 2021 and 2020. All amounts, unless otherwise indicated, are expressed in actual dollars.

FINANCIAL HIGHLIGHTS

Management believes the Utility's financial condition is strong. The Utility is well within its debt covenants and the more stringent financial policies and guidelines set by the Board and management. The following are key financial highlights.

- Total assets and deferred outflows of resources at year-end were \$42.82 million and \$545 thousand, respectively, and exceeded liabilities and deferred inflows of resources by \$29.35 million (i.e. net position). Total assets increased by \$476 thousand due to an increase in cash and cash equivalents because of current year operating income.
- Net income was \$1.16 million during the current year due to an operating profit of \$2.16 million.
- Operating revenues were \$22.45 million, a decrease from fiscal year 2020 in the amount of \$465 thousand or 2.03%.
- Operating expenses were \$20.29 million, a decrease from fiscal year 2020 in the amount of \$546 thousand or 2.62%.
- Ratios of operating income to total operating revenue were 9.63% and 9.08% for 2021 and 2020, respectively.

OVERVIEW OF THE FINANCIAL REPORT

Management's Discussion and Analysis (MD&A) serves as an introduction to, and should be read in conjunction with, the financial statements and supplementary information. The MD&A represents management's examination and analysis of the Utility's financial condition and performance. Summary financial statement data, key financial and operational indicators used in the Utility's strategic plan, budget, bond resolutions, and other management tools were used for this analysis. The Financial Statements and Supplementary Information is made up of four sections: 1) the introductory section, 2) the financial section, 3) supplementary and other information section, and 4) the internal control and compliance section. The introductory section includes the Utility's directory. The financial section includes the MD&A, the independent auditor's report, the financial statements with accompanying notes, and the required supplementary information. The supplementary and other information section includes selected financial and operational information. The internal control and compliance section includes the reports on internal control and compliance. These sections make up the financial report presented here.

REQUIRED FINANCIAL STATEMENTS

A Proprietary Fund is used to account for the operations of the Utility, which is financed and operated in a manner similar to private business enterprises where the intent is that the costs of providing services to the general public on a continuing basis be financed or recovered primarily through user charges.

The financial statements report information about the Utility, using accounting methods similar to those used by private sector companies. These statements offer short- and long-term financial information about its activities.

The Statement of Net Position presents the financial position of the Utility on a full accrual historical cost basis. The statement includes all of the Utility's assets, liabilities, and deferred inflows/outflows of

resources, with the difference reported as net position. It also provides the basis for computing rate of return, evaluating the capital structure of the Utility, and assessing the liquidity and financial flexibility of the Utility.

The Statement of Revenues, Expenses, and Changes in Net Position presents the results of the business activities over the course of the fiscal year and information as to how the net position changed during the year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. This statement measures the success of the Utility's operations and can be used to determine whether the Utility has successfully recovered all of its costs. This statement also measures the Utility's profitability and credit worthiness.

The Statement of Cash Flows presents changes in cash and cash equivalents, resulting from operational, financing, and investing activities. This statement presents cash receipt and cash disbursement information, without consideration of the earnings event, when an obligation arises.

The *Notes to the Financial Statements* provide required disclosures and other information that are essential to a full understanding of material data provided in the statements. The notes present information about the Utility's accounting policies, significant account balances and activities, material risks, obligations, commitments, contingencies, and subsequent events, if any.

FINANCIAL ANALYSIS

One of the most important questions asked about the Utility's finances is "Is the Utility, as a whole, better off or worse off as a result of the year's activities?" The Statement of Net Position and the Statement of Revenues, Expenses, and Changes in Net Position reports information about the Utility's activities in a way that will help answer this question. These two statements report the net position of the Utility, and the changes in the net position. Net position is one way to measure the financial health or financial position of the Utility. Over time, increases or decreases in the Utility's net position is an indicator of whether its financial health is improving or deteriorating. However, you will need to also consider other non-financial factors such as changes in economic conditions, customer growth, and legislative mandates.

The Utility's total net position increased by \$1.16 million and \$1.09 million, respectively, for the fiscal years ended June 30, 2021 and 2020, respectively. The analysis below focuses on the Utility's net position (Table 1) and changes in net position (Table 2) during the year.

Changes in the Utility's net position can be determined by reviewing the following condensed Statement of Revenues, Expenses and Changes in Net Position for the years.

Table 1A CONDENSED STATEMENT OF NET POSITION

					Increase (De	crease)
	June 30	, 2021	Ju	ne 30, 2020	\$	%
Current and other assets	\$ 12,20	06,023	\$	11,502,170	\$ 703,853	6.12%
Capital assets	30,6	12,414		30,839,799	(227,385)	-0.74%
Total assets	42,8	18,437		42,341,969	 476,468	1.13%
Deferred outflows of resources	5	15,347		330,220	 215,127	65.15%
Current liabilities	9,1 ⁻	14,711		9,770,581	(655,870)	-6.71%
Other liabilities	4,89	94,381		4,655,848	238,533	5.12%
Total liabilities	14,00	09,092		14,426,429	 (417,337)	-2.89%
Deferred inflows of resources				53,990	 (53,990)	-100.00%
Net investment in capital assets	30,6	12,414		30,839,799	(227,385)	-0.74%
Restricted		5,000		5,000	-	0.00%
Unrestricted	(1,26	52,722)		(2,653,029)	1,390,307	-52.40%
Total net position	\$ 29,3	54,692	\$	28,191,770	\$ 1,162,922	4.13%

Table 1B CONDENSED STATEMENT OF NET POSITION

			Increase (Ded	crease)
	June 30, 2020	June 30, 2019	\$	%
Current and other assets	\$ 11,502,170	\$ 10,640,903	\$ 861,267	8.09%
Capital assets	30,839,799	30,923,103	(83,304)	-0.27%
Total assets	42,341,969	41,564,006	777,963	1.87%
Deferred outflows of resources	330,220	285,799	44,421	15.54%
Current liabilities	9,770,581	10,300,073	(529,492)	-5.14%
Other liabilities	4,655,848	4,393,438	262,410	5.97%
Total liabilities	14,426,429	14,693,511	(267,082)	-1.82%
Deferred inflows of resources	53,990	104,900	(50,910)	-48.53%
Net investment in capital assets	30,839,799	30,923,103	(83,304)	-0.27%
Restricted	5,000	5,000	-	0.00%
Unrestricted	(2,653,029)	(3,876,709)	1,223,680	-31.56%
Total net position	\$ 28,191,770	\$ 27,051,394	\$ 1,140,376	4.22%

Table 2A CONDENSED STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

						Increase (Dec	rease)
	Ju	ine 30, 2021	Jι	ıne 30, 2020		\$	%
Operating revenues	\$	22,449,643	\$	22,914,604	\$	(464,961)	-2.03%
Non-operating revenues		9,036		66,574		(57,538)	-86.43%
Total revenues		22,458,679		22,981,178		(522,499)	-2.27%
Cost of sales and service		16,808,358		17,335,896		(527,538)	-3.04%
Operations expense		1,569,322		1,813,231		(243,909)	-13.45%
Maintenance expense		727,690		570,678		157,012	27.51%
Depreciation expense		1,183,282		1,115,019		68,263	6.12%
Transfer out - tax equivalents		965,000		965,000		-	0.00%
Non-operating expenses		42,105		87,595		(45,490)	-51.93%
Total expenses		21,295,757		21,887,419		(591,662)	-2.70%
Change in net position		1,162,922		1,093,759		69,163	6.32%
Beginning net position		28,191,770		27,051,394		1,140,376	4.22%
Prior period adjustment/restatement		_		46,617		(46,617)	
Beginning net position - restated		28,191,770		27,098,011		1,093,759	4.04%
Ending net position	\$	29,354,692	\$	28,191,770	\$	1,162,922	4.13%

Table 2B CONDENSED STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

						Increase (Dec	rease)
	Ju	une 30, 2020	Jι	une 30, 2019		\$	%
Operating revenues	\$	22,914,604	\$	23,765,992	\$	(851,388)	-3.58%
Non-operating revenues		66,574		75,894		(9,320)	-12.28%
Total revenues		22,981,178		23,841,886	_	(860,708)	-3.61%
Cost of sales and service		17,335,896		18,487,753		(1,151,857)	-6.23%
Operations expense		1,813,231		1,695,211		118,020	6.96%
Maintenance expense		570,678		657,234		(86,556)	-13.17%
Depreciation expense		1,115,019		1,093,733		21,286	1.95%
Transfer out - tax equivalents		965,000		965,000		-	0.00%
Non-operating expenses		87,595		203,696		(116,101)	-57.00%
Total expenses	_	21,887,419		23,102,627	_	(1,215,208)	-5.26%
Change in net position		1,093,759		739,259		354,500	47.95%
Beginning net position		27,051,394		26,312,135		739,259	2.81%
Prior period adjustment/restatement		46,617		-	_	46,617	
Beginning net position - restated		27,098,011		26,312,135		785,876	2.99%
Ending net position	\$	28,191,770	\$	27,051,394	\$	1,140,376	4.22%

Operating revenues showed a 2.03% decrease from 2020 to 2021 and a 3.58% decrease from 2019 to 2020. Expenses showed a 2.70% decrease from 2019 to 2020 and a 5.26% decrease from 2019 to 2020. Ending net position showed an increase of 4.13% over the 2-year period due to the above-mentioned facts.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At the end of fiscal year 2021, the Utility had \$30.61 million (net of accumulated depreciation) invested in a broad range of utility capital assets. This investment includes land, land rights, distribution and transmission systems and their related equipment. Based on the uses of the aforementioned assets, they are classified for financial purposes as distribution plant and general plant. This investment represents an overall decrease (net of increases and decreases) of \$227 thousand or 0.74% as compared to 2020.

The following tables summarize the Utility's capital assets, net of accumulated depreciation, and changes therein, for the years ended June 30, 2021 and 2020. These changes are presented in detail in Note 3C to the financial statements.

Table 3A CAPITAL ASSETS, NET OF ACCUMULATED DEPRECIATION

	- ,								
						Increase (Decrease)			
	Ju	ıne 30, 2021	Ju	une 30, 2020		\$	%		
Distribution plant	\$	27,916,585	\$	28,034,883	\$	(118,298)	-0.42%		
General plant		2,204,758		2,447,303		(242,545)	-9.91%		
Construction in progress		491,071		357,613		133,458	37.32%		
Total capital assets, net	\$	30,612,414	\$	30,839,799	\$	(227,385)	-0.74%		

Table 3B

CAPITAL ASSETS, NET OF ACCUMULATED DEPRECIATION

					Increase (Decrease)			
	Ju	ine 30, 2020	Jι	ıne 30, 2019		\$	%	
Distribution plant	\$	28,034,883	\$	26,634,855	\$	1,400,028	5.26%	
General plant		2,447,303		2,678,051		(230,748)	-8.62%	
Construction in progress		357,613		1,610,197		(1,252,584)	-77.79%	
Total capital assets, net	\$	30,839,799	\$	30,923,103	\$	(83,304)	-0.27%	

The only major addition in the current year was the underground conductors project. The Utility plans on using existing financial resources to keep upgrading existing systems and adding new systems where it sees fit.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET AND RATES

The fiscal year 2022 budget was approved by the Board in the June 15, 2021 board meeting. The City of Oxford is experiencing a large amount of residential and commercial growth in fiscal year 2021, requiring the expansion and/or relocation of many of Oxford Utilities' facilities. This increase in service load should translate to increased power sales and revenues for future budgets and further solidify the financial stability of the Oxford Utilities.

CONTACTING THE AUTHORITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide a general overview of the Utility's finances for all those with an interest in the Utility's finances and to demonstrate the Utility's accountability for the money it receives. Questions concerning any information provided in this report or requests for any additional information should be directed to the General Manager of Oxford Utilities, 300 McElroy Drive, Oxford, MS, 38655.

OXFORD UTILITIES STATEMENTS OF NET POSITION June 30, 2021 and 2020

	2021			2020		
Assets				_		
Current assets						
Cash on hand	\$	590	\$	590		
Cash and cash equivalents - general		7,951,690		7,624,033		
Investments - unrestricted		10,642		10,571		
Accounts receivable - trade, net		3,311,387		2,962,100		
Accounts receivable - other, net		234,791		190,894		
Materials and supplies		676,874		690,299		
Prepayments and other current assets		861		2,135		
Total current assets		12,186,835		11,480,622		
Noncurrent assets						
Other assets:						
Cash and cash equivalents - restricted		5,000		5,000		
Investment in CSA		14,188		16,548		
Total other assets		19,188		21,548		
Capital assets:						
Distribution plant		38,783,397		38,055,392		
General plant		6,020,587		6,025,549		
Construction in progress		491,071		357,613		
Less: Accumulated depreciation	-	(14,682,641)		(13,598,755)		
Total capital assets (net of accumulated depreciation)	-	30,612,414		30,839,799		
Total noncurrent assets		30,631,602	_	30,861,347		
Total assets		42,818,437		42,341,969		
Deferred outflows of resources						
Deferred outflows - pensions		545,347		330,220		

OXFORD UTILITIES STATEMENTS OF NET POSITION June 30, 2021 and 2020

	2021	2020
Liabilities	-	
Current liabilities:		
Accounts payable	5,920,104	5,339,020
Other accrued expense	149,303	164,966
Customers' deposits	3,045,304	4,266,595
Total current liabilities	9,114,711	9,770,581
Noncurrent liabilities:		
Net pension liability	4,737,133	4,492,846
Other liabilities	34,523	38,706
Compensated absences	122,725	124,296
Total noncurrent liabilities	4,894,381	4,655,848
Total liabilities	14,009,092	14,426,429
Deferred inflows of resources		
Deferred inflows - pensions	-	53,990
Net Position		
Investment in capital assets	30,612,414	30,839,799
Restricted for unemployment benefits	5,000	5,000
Unrestricted	(1,262,722)	(2,653,029)
Total net position	\$ 29,354,692	\$ 28,191,770

OXFORD UTILITIES STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION For the Years Ended June 30,

	2021			2020		
Operating revenues	-					
Charges for sales and services	\$	22,196,099	\$	22,576,612		
Other electric revenue		253,544		337,992		
Total operating revenues		22,449,643		22,914,604		
Operating expenses						
Cost of sales and services		16,808,358		17,335,896		
Operations expense		1,569,322		1,813,231		
Maintenance expense		727,690		570,678		
Provision for depreciation		1,183,282		1,115,019		
Total operating expenses		20,288,652		20,834,824		
Operating income (loss)		2,160,991		2,079,780		
Nonoperating revenues (expenses)						
Interest income		9,036		66,574		
Gain (Loss) on sale of assets		-		(40,932)		
Other interest expense		(32,294)		(36,525)		
Miscellaneous expense		(9,811)		(10,138)		
Total nonoperating revenues (expenses)		(33,069)		(21,021)		
Income (loss) before transfers		2,127,922		2,058,759		
Transfers						
Transfer out - tax equivalents		(965,000)		(965,000)		
Change in net position		1,162,922		1,093,759		
Total net position - beginning		28,191,770		27,051,394		
Prior period adjustment				46,617		
Total net position - beginning - restated		28,191,770		27,098,011		
Total net position - ending	\$	29,354,692	\$	28,191,770		

OXFORD UTILITIES STATEMENTS OF CASH FLOWS For the Years Ended June 30,

	 2021	 2020
Cash flows from operating activities	_	 _
Cash received from consumers	\$ 22,056,459	\$ 23,392,293
Cash paid to suppliers of goods and services	(18,066,313)	(19,516,858)
Cash paid to employees for services	(489,521)	(739,139)
Amounts paid to city - tax equivalents	(965,000)	(965,000)
Customer deposits received	940,548	960,795
Customer deposits refunded	 (2,161,839)	 (817,718)
Net cash provided (used) by operating activities	 1,314,334	 2,314,373
Cash flows from capital and related financing activities		
Construction and acquisition of plant	(973,489)	(2,208,784)
Plant removal cost	(28,686)	(452,645)
Interest expense	(32,294)	(36,525)
Materials salvaged from retirements	 46,278	 1,588,782
Net cash provided (used) by capital and related financing activities	 (988,191)	 (1,109,172)
Cash flows from investing activities		
Purchase of investment	(10,642)	(10,571)
Proceeds from sale of investments	10,571	10,474
Investment in CSA	2,360	-
Interest income	9,036	66,574
Miscellaneous expense	 (9,811)	 (10,138)
Net cash provided (used) by investing activities	 1,514	 56,339
Net increase (decrease) in cash and cash equivalents	327,657	1,261,540
Cash and cash equivalents - beginning of year	 7,629,623	 6,368,083
Cash and cash equivalents - end of year	\$ 7,957,280	\$ 7,629,623
Cash and cash equivalents		
Unrestricted cash on hand	\$ 590	\$ 590
Unrestricted cash and cash equivalents on deposit	7,951,690	7,624,033
Restricted cash and cash equivalents on deposit	5,000	5,000
Total cash and cash equivalents	\$ 7,957,280	\$ 7,629,623

OXFORD UTILITIES STATEMENTS OF CASH FLOWS For the Years Ended June 30,

	 2021	2020
Reconciliation of operating income (loss) to net cash provided (used) by operating activities		
Operating income (loss)	\$ 2,160,991	\$ 2,079,780
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:		
Depreciation expense charged to operations	1,183,282	1,115,019
Amounts paid to city - tax equivalents	(965,000)	(965,000)
Change in pension related deferred outflows		
and inflows of resources	(269,117)	(95,331)
(Increase) decrease in accounts receivable	(393,184)	477,689
(Increase) decrease in materials and supplies	13,425	(30,649)
(Increase) decrease in prepayments and other assets	1,274	(53)
Increase (decrease) in net pension liability	244,287	236,635
Increase (decrease) in accounts payable and accrued expenses	565,421	(672,569)
Increase (decrease) in compensated absences	(1,571)	17,984
Increase (decrease) in other liabilities	(4,183)	7,791
Increase (decrease) in customer deposits	 (1,221,291)	 143,077
Net cash provided (used) by operating activities	\$ 1,314,334	\$ 2,314,373

OXFORD UTILITIES NOTES TO FINANCIAL STATEMENTS

June 30, 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

These are proprietary fund financial statements and include only the financial activities of Oxford Utilities (The Utility). The oversight unit consists of the funds maintained by Oxford, Mississippi. This oversight unit, which is the Board of Alderman, serve as the directors of the Utility and must approve all bond issues. Therefore, it is not considered a separate legal entity and is considered a proprietary fund of the City of Oxford, Mississippi.

B. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as current financial resources or economic resources. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The Utility's financial statements are reported using the economic resources measurement focus and the full accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. The accounting policies of the Utility conform to applicable accounting principles generally accepted in the United States of America as defined in by the Governmental Accounting Standards Board (GASB).

Enterprise funds distinguish operating revenues and expense form non-operating items. Operating revenues and expenses generally result from providing services and delivering goods in connection with the enterprise fund's principal ongoing operations. The principal operating revenues of the Utility are charges for sale to customers for sales and service. Operating expenses for the enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

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

C. Assets, Liabilities, and Equity

Deposits and investments

The Utility's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

State statutes authorize the Utility to invest in certificates of deposit, obligations of the U.S. Treasury, agencies and instrumentalities, obligations guaranteed by the U.S. government or its agencies, repurchase agreements, and the state's investment pool.

Accounts receivable

Trade receivables result from unpaid billings for electric service to customers and from unpaid billings related to work performed for or materials sold to certain entities. All trade receivables are shown net of an allowance for uncollectible accounts. The allowance for uncollectible customer accounts

OXFORD UTILITIES NOTES TO FINANCIAL STATEMENTS

June 30, 2021

recorded by the Utility is based on past history of uncollectible accounts and management's analysis of current accounts.

Inventories and prepaid items

All inventories are valued at the lower of average cost or market, using the first-in/first-out (FIFO) method.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in the financial statements.

Restricted assets

There are funds restricted for unemployment benefits.

Capital assets

Capital assets, which include property, plant, equipment, and construction in progress, are defined by the Utility as assets with an initial, individual cost of more than \$1,000 (amount not rounded) and an estimated useful life in excess of five years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Assets acquired through contributions from developers or other customers are capitalized at their estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets is included as part of the capitalized value of the assets constructed.

Property, plant, and equipment of the Utility is depreciated using the straight-line method over the following useful lives:

General plant 5 - 40 years Distribution plant 16 - 40 years

Compensated absences

It is the Utility's policy to permit employees to accumulate earned but unused vacation and sick pay benefits. All vacation pay has been accrued and is reflected as a non-current liability on the financial statements. All sick leave has been accrued and is reflected as a non-current liability on the financial statements.

Long-term obligations

The Utility has capitalized bond issuance cost and is amortizing this cost over the life of the bond issue. The Utility will continue to report bond issuance costs as an asset and amortize those over the life of the bonds instead of expensing those costs in the current year in accordance with certain provisions included in GASB 62 – Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA pronouncements. This regulatory option as part of GASB 65 is available due to the above mentioned costs being used for rate setting by the Utility.

Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net

June 30, 2021

position of the Utility's participation in the pension plan, and additions to/deductions form the Utility's fiduciary net position have been determined on the same basis as they are reported by the retirement plan. For this purpose, benefits (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms of the retirement plan. Investments are reported at fair value.

Deferred outflows/inflows of resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense) until then. The Utility has deferred outflows related to their pension plan in the current year.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Utility has deferred inflows related to their pension plan in the prior year.

Net Position Flow Assumption

Sometimes the Utility will fund outlays for a particular purpose from both restricted (e.g. restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the Utility's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

Net position

Equity is classified as net position and displayed in the following three components:

- Net investment in capital assets Consists of capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds that are attributable to the acquisition, construction, or improvement of those assets; debt related to unspent proceeds or other restricted cash and investments is excluded from the determination.
- Restricted Consists of net position amounts for which constraints are placed thereon by external parties, such as lenders, grantors, contributors, laws, regulations and enabling legislation, including self-imposed legal mandates, less any related liabilities.
- Unrestricted All other net position amounts that do not meet the description of the above categories.

NOTE 2 - STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

Budgetary information

The fiscal year 2022 budget was approved unanimously at the June 2021 Board meeting.

June 30, 2021

NOTE 3 – DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

Custodial credit risk

The Utility's policies limit deposits and investments to those instruments allowed by applicable state laws and described in Note 1. State statutes require that all deposits with financial institutions must be collateralized by securities whose market value is equal to 105% of the value of uninsured deposits. The collateral for public entities' deposits in financial institutions is held in the name of the State Treasurer under a program established by the Mississippi State Legislature and is governed by Section 27-105-5, Miss. Code Ann. (1972). Under this program, the entity's funds are protected through a collateral pool administered by the State Treasurer. Financial institutions holding deposits of public funds must pledge securities as collateral against those deposits. In the event of failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the Federal Deposit Insurance Corporation (FDIC). As of June 30, 2021 and 2020, all bank deposits were fully collateralized or insured.

B. Receivables

Receivables as of the fiscal year ends were made up of the following:

	June	9 30		
	2021	2020		
Billed services for utility customers	\$ 3,311,387	\$ 2,962,100		
Other receivables for utility service	234,791	190,894		
Allowance for doubtful accounts	<u> </u>	<u>-</u>		
Total	\$ 3,546,178	\$ 3,152,994		

C. Capital assets

Capital asset activity during the years was as follows:

June 30, 2021

Description	Balance at June 30, 2020		Α	dditions	Disposals	Adjustments/ Reclass		Balance at June 30, 2021	
Capital assets, not being depreciated									
Distribution plant	\$	740,953	\$	-	\$ -	\$	-	\$	740,953
General plant		168,000		-	-		-		168,000
Construction in progress		357,613		133,458	-		-		491,071
Total capital assets not being depreciated		1,266,566	_	133,458					1,400,024
Capital assets, being depreciated									
Distribution plant		37,314,439		830,233	102,228		-		38,042,444
General plant		5,857,549		9,798	14,761		1		5,852,587
Total capital assets being depreciated		43,171,988	_	840,031	116,989	_	1		43,895,031
Less accumulated deprecation for:									
Distribution plant		10,020,509	1	,046,355	159,120		(40,932)		10,866,812
General plant		3,578,246		250,819	13,236		-		3,815,829
Total accumulated depreciation		13,598,755	1	,297,174	172,356		(40,932)		14,682,641
Total capital assets, being depreciated, net		29,573,233		<u>(457,143</u>)	(55,367)		40,933		29,212,390
Total capital assets, net	\$	30,839,799	\$	(323,685)	\$ (55,367)	\$	40,933	\$	30,612,414
Description		Balance at ne 30, 2019	A	dditions	Disposals	A	djustment		Balance at ne 30, 2020
Capital assets, not being depreciated			_			_			
Distribution plant	\$	740,953	\$	_	\$ -	\$	-	\$	740,953
General plant		168,000	·	_	· -		_	Ċ	168,000
Construction in progress		1,610,197		-	-	((1,252,584)		357,613
Total capital assets not being depreciated		2,519,150		-			(1,252,584)		1,266,566
Capital assets, being depreciated									
Distribution plant		35,439,785	2	2,255,095	1,633,025		1,252,584		37,314,439
General plant		5,837,010		68,368	-		(47,829)		5,857,549
Total capital assets being depreciated		41,276,795	2	2,323,463	1,633,025		1,204,755		43,171,988
Less accumulated deprecation for:									
Distribution plant		9,545,883		978,411	544,717		40,932		10,020,509
General plant		3,326,959		251,287	· -		· -		3,578,246
Total accumulated depreciation		12,872,842	1	,229,698	544,717		40,932		13,598,755
Total capital assets, being depreciated, net		28,403,953	_1	,093,765	1,088,308	_	1,163,823		29,573,233
Total capital assets, net									

June 30, 2021

Depreciation expense amounted to \$1,183,282 and \$1,115,019 for the fiscal years ended June 30, 2021 and 2020. Additionally, transportation expense depreciation charged to clearing for the fiscal years ended June 30, 2021 and 2020 was \$113,892 and \$114,679.

D. Restricted Assets

Restricted assets for the fiscal year ends were made up of the following:

	June 30						
		2021		2020			
The restricted assets consist of the following: Unemployment benefits fund	\$	5,000	\$	5,000			
		5,000		5,000			
The total of these funds is represented by: Certificates of deposit and bank accounts	\$	5,000	\$	5,000			

E. Net Position

Net position represents the difference between assets, liabilities and deferred inflows/outflows of resources. The net position amounts were as follows:

	June	e 30
	2021	2020
Investment in capital assets:		
Net property, plant and equipment in services	\$30,612,414	\$30,839,799
	30,612,414	30,839,799
Restricted:		
Restricted for unemployment benefits	5,000	5,000
	5,000	5,000
Unrestricted	(1,262,722)	(2,653,029)
Total net position	\$29,354,692	\$28,191,770

F. Long-term Debt

The following is a summary of long-term debt transactions for the years ended June 30, 2021 and 2020:

	Balance at						Ва	alance at	Due V	Vithin
	June	e 30, 2020	Additi	ons	Reti	rements	June	e 30, 2021	One	Year
Compensated absences	\$	124,296	\$	-	\$	1,571	\$	122,725	\$	-
	\$	124,296	\$	-	\$	1,571	\$	122,725	\$	_

June 30, 2021

	Ва	alance at					Ba	alance at	Due V	Vithin
	June	e 30, 2019	Α	dditions	Retirement	ts	June	e 30, 2020	One	Year
Compensated absences	\$	106,312	\$	17,984	\$	-	\$	124,296	\$	-
	\$	106,312	\$	17,984	\$	_	\$	124,296	\$	-

NOTE 4 – OTHER INFORMATION

A. Pension Plan

Plan Description:

The City of Oxford Utilities contributes to the Public Employees' Retirement System of Mississippi (PERS), a cost-sharing multiple-employer defined benefit pension plan. PERS is administered by its 10-member Board of Trustees, which includes the state treasurer, one gubernatorial appointee who must be a member of PERS, two state employees, two PERS retirees, one representative of public schools and community/junior colleges, one representative of the state's institutions of higher learning, one representative of municipalities, and one representative of counties. Under the guidance of a consulting actuary, the PERS Board monitors System funding to ensure the financial soundness of PERS and compliance with the guidelines established by the Governmental Accounting Standards Board. The Board also appoints the executive director to serve as the agency's chief executive officer. PERS issues a publicly available financial report that includes financial statements and required supplementary information. That information may be obtained by writing to Public Employee Retirement System, PERS Building, 429 Mississippi Street, Jackson, MS 39201-1005 or by calling (601) 359-3589 or 1-800-444-PERS.

Benefits Provided

PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by State law and may be amended only by the State of Mississippi Legislature. As outlined in the chart below, date of hire and entry into PERS dictate members Retirement Tier. Each tier has its own required vesting period, required years of service to earn retirement eligibility, service retirement formula, Partial Lump Sum Option (PLSO) eligibility, and non-duty-related-disability plan.

June 30, 2021

Vesting Period	Retirement Eligibility	Service Retirement Formula	Partial Lump Sum Option	Non-Duty Related Disability Retirement
4 years	25 years at	2 percent per year for up to 25 years, plus 2.5 percent per year for each year over 25; Minimum monthly benefit under Maximum Retirement Allowance Option of \$10 per month for each year of service	28 years at any age or age 63 and vested	Age-Limited Plan, unless elected coverage under Tiered Disability Plan
4 years	25 years at any age or age 60 and vested	2 percent per year for up to 25 years, plus 2.5 percent per year for each year over 25; Minimum monthly benefit under Maximum Retirement Allowance Option of \$10 per month for each year of service	28 years at any age or age 63 and vested	Tiered Disability Plan
8 years	25 years at any age or age 60 and vested	2 percent per year for up to 25 years, plus 2.5 percent per year for each year over 25; Minimum monthly benefit under Maximum Retirement Allowance Option of \$10 per month for each year of service	28 years at any age	Tiered Disability Plan
8 years	30 years at any age or age 60 and vested	2 percent per year for up to 30 years, plus 2.5 percent per year for each year over 30, with an actuarial reduction for each year of creditable service below 30 or for each year in age below 65, whichever is less; No minimum monthly benefit	33 years at any age	Tiered Disability Plan

Retirees and beneficiaries who have been receiving benefit payments for at least one full fiscal year are eligible to receive an annual Cost-of-Living Adjustment (COLA). Designed to help offset the effects of inflation, the COLA is equal to 3 percent of your annual base benefit for each full fiscal year of retirement prior to the year in which you reach age 55 (Retirement Tiers 1 through 3) or 60 (Retirement Tier 4), plus 3 percent compounded for each fiscal year thereafter, beginning with the fiscal year in which you turn age 55 (Retirement Tiers 1 through 3) or 60 (Retirement Tier 4).

The following table summarizes the membership of the system as of June 30, 2019 (June 30, 2020 Measurement Date):

	Plan Total
Retirees and survivors	107,844
Terminated vested employees	16,386
Inactive nonvested members	57,631
Active members	150,651
Total	332,512

June 30, 2021

Funding Policy/Contributions:

PERS members are required to contribute 9.00% of their annual covered salary and the Oxford Utilities is required to contribute at an actuarially determined rate. The current rate is 17.40% of annual covered payroll. The contribution requirements of PERS members are established and may be amended only by the State of Mississippi Legislature. Oxford Utilities' contributions to PERS for the years ending June 30, 2021 and 2020 were \$283,145 and \$283,514 which were equal to the required contributions for each year.

The total pension liability was determined by an actuarial valuation as of June 30, 2020 and 2019, using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation 2.75 percent

Salary increases 3.00 – 18.25 percent, including inflation

Investment rate of return 7.75 percent, net of pension plan investment expense,

including inflation

Mortality rates were based on the PubS.H-2010(B) Retiree Table Projected with the following adjustments: 112% of male rates from ages 18 to 75 scaled down to 105% for ages 80 to 119, 85% of the female rates from ages 18 to 65 scaled up to 102% for ages 75 to 119. Mortality rates will be projected generationally using the MP-2018 projection scale to account for future improvements in life expectancy.

The actuarial assumptions used in the June 30, 2019 valuation were based on the results of an actuarial experience study for the period July 1, 2014 to June 30, 2018. The experience report is dated October 9, 2018.

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

		Long-Term Expected Real
Asset Class	Target Allocation	Rate of Return
Domestic Equity	27.00%	4.90%
International Equity	22.00%	4.75%
Global Equity	12.00%	5.00%
Fixed Income	20.00%	0.50%
Real Estate	10.00%	4.00%
Private Equity	8.00%	6.25%
Cash	<u>1.00%</u>	0.00%
Total	100.00%	

June 30, 2021

Discount Rate and Net Pension Liability

The discount rate used to measure the total pension liability was 7.75 percent. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate (9.00%) and that employer contributions will be made at the employer contribution rate (17.40%). Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

The net pension liability is equal to the total pension liability minus the fiduciary net position. Those results as of June 30, 2020 and 2019 are presented in the table below, along with additional required figures (\$ thousands). Note that the following tables are stated at the Utility level:

	\$ 11,863 \$ 12 7,125 4,737		
	2020		2019
Total pension liability	\$ 11,863	\$	11,711
Plan net position	 7,125		7,218
Net pension liability	4,737		4,493
Ratio of plan net position to total pension liability	58.97%		61.59%
Covered-employee payroll	\$ 1,604	\$	1,635
Net pension liability as a percentage of covered-employee payroll	295.29%		274.73%

The sensitivity of the net pension liability to changes in the discount rate must be disclosed. The following presents the net pension liability of PERS, calculated using the discount rate of 7.75 percent, as well as what the PERS net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.75 percent) or 1-percentage-point higher (8.75 percent) than the current rate (\$ thousands) (Utility's portion is shown):

	(all in thousands) Current					
	1% Decrease		Discount		1% Increase	
	(6.75%)		Rate	e (7.75%)	(8	3.75%)
PERS net pension liability						
June 30, 2020	\$	6,132	\$	4,737	\$	3,586
June 30, 2019	\$	5,906	\$	4,493	\$	3,326

The following table details the changes in the net pension liability from the beginning to the end of the measurement year.

June 30, 2021

SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY

(All \$	in t	housands))
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		Pension oility (a)		iduciary sition (b)		Pension ty (a) - (b)
Balance at June 30, 2019	\$	11,711	\$	7,218	\$	4,493
Change for the year:	*	,	•	,	*	,,
Service cost		174		_		174
Interest		840		_		840
Difference between expected and actual experience		55		_		55
Change in assumptions		-		_		-
Contributions - employer		_		287		(287)
Contributions - employee		_		146		(146)
Net investment income		_		210		(210)
Benefit payments, including refunds of employee contributions		(730)		(730)		(210)
Administrative expense		(100)		(5)		5
Change in cost allocation percentage		(188)		0		(188)
Net changes		152		(93)		244
•						
Balance at June 30, 2020	\$	11,863	\$	7,125	\$	4,737
			(All \$ in	n thousand	s)	
	Total	Pension	•		,	Pension
		Pension	Plan F	n thousand Fiduciary esition (b)	Net	Pension ty (a) - (b)
Balance at June 30, 2018			Plan F	iduciary	Net	
Balance at June 30, 2018 Change for the year:	Liab	oility (a)	Plan F	iduciary esition (b)	Net Liabili	ty (a) - (b)
	Liab	oility (a)	Plan F	iduciary esition (b)	Net Liabili	ty (a) - (b)
Change for the year: Service cost Interest	Liab	oility (a) 11,361	Plan F	iduciary esition (b)	Net Liabili	ty (a) - (b) 4,256
Change for the year: Service cost Interest Difference between expected and actual experience	Liab	11,361 178 850	Plan F	iduciary esition (b)	Net Liabili	ty (a) - (b) 4,256 178 850
Change for the year: Service cost Interest Difference between expected and actual experience Change in assumptions	Liab	ility (a) 11,361 178	Plan F	Fiduciary sition (b) 7,105	Net Liabili	ty (a) - (b) 4,256 178 850 - 59
Change for the year: Service cost Interest Difference between expected and actual experience Change in assumptions Contributions - employer	Liab	11,361 178 850	Plan F	Fiduciary sition (b) 7,105	Net Liabili	ty (a) - (b) 4,256 178 850 - 59 (265)
Change for the year: Service cost Interest Difference between expected and actual experience Change in assumptions Contributions - employer Contributions - employee	Liab	11,361 178 850	Plan F	Fiduciary position (b) 7,105 265 148	Net Liabili	ty (a) - (b) 4,256 178 850 - 59 (265) (148)
Change for the year: Service cost Interest Difference between expected and actual experience Change in assumptions Contributions - employer	Liab	11,361 178 850	Plan F	Fiduciary sition (b) 7,105	Net Liabili	ty (a) - (b) 4,256 178 850 - 59 (265)
Change for the year: Service cost Interest Difference between expected and actual experience Change in assumptions Contributions - employer Contributions - employee Net investment income	Liab	11,361 178 850 - 59 -	Plan F	Fiduciary osition (b) 7,105 265 148 435	Net Liabili	ty (a) - (b) 4,256 178 850 - 59 (265) (148)
Change for the year: Service cost Interest Difference between expected and actual experience Change in assumptions Contributions - employer Contributions - employee Net investment income Benefit payments, including refunds of employee contributions	Liab	11,361 178 850 - 59 -	Plan F	Fiduciary position (b) 7,105 265 148 435 (729)	Net Liabili	ty (a) - (b) 4,256 178 850 - 59 (265) (148) (435)
Change for the year: Service cost Interest Difference between expected and actual experience Change in assumptions Contributions - employer Contributions - employee Net investment income Benefit payments, including refunds of employee contributions Administrative expense	Liab	11,361 178 850 - 59 - - (729)	Plan F	Fiduciary position (b) 7,105 265 148 435 (729) (4)	Net Liabili	ty (a) - (b) 4,256 178 850 - 59 (265) (148) (435) - 4

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued PERS Comprehensive Annual Report for the fiscal year ended June 30, 2020. The supporting actuarial information is included in the GASB Statement No. 68 Report for the PERS prepared as of

June 30, 2021

June 30, 2020. The auditor's report dated June 30, 2020 on the Schedule of Changes in Fiduciary Net Position by Employer and accompanying notes is also available.

Collective Pension Expense:

As noted earlier, the collective Pension Expense (PE) consists of a number of different items. GASB 68 refers to the first as Service Cost which is the Normal Cost using the Entry Age Normal (EAN) actuarial funding method. The second item is interest on the beginning of year TPL and the cash flow during the year at the 7.75% rate of return in effect as of the previous Measurement Date. The next three items refer to any change that occurred in the TPL under EAN due to benefit changes, actual experience or assumptions. Benefit changes, which are reflected immediately in PE can be positive, if there is a benefit improvement for existing PERS members, or negative if there is a benefit reduction. For the year ended June 30, 2020 there were no benefit changes to be recognized. The next item to be recognized is the portion of the current year changes in TPL due to Plan experience. The portion to recognize in the current year is determined by spreading the total change over the remaining service life of the entire PERS membership. For the year ended June 30, 2019, the remaining service life is 3.66.

The last item under changes in TPL is changes in actuarial assumptions. There were no changes in assumptions since the last Measurement Date. The change in TPL due to changes in actuarial assumptions is spread over the remaining service life of the entire PERS membership just like Plan experience in the prior paragraph.

Member contributions for the year (for Utility only) of \$283,145 and projected earnings on the FNP, again at the rate used to calculate the liabilities are subtracted from the amount determined thus far. One-fifth of current period differences between actual and projected earnings on the FNP are recognized in the pension expense.

The current year portions of previously determined experience, assumption and earning amounts, recognized as deferred outflows and inflows (see Section VII) are included next. Finally, administrative expenses and other miscellaneous items are included.

The calculation of the Pension Expense for the years ended June 30, 2020 and 2019 is shown in the following table.

June 30, 2021

SCHEDULE OF PENSION EXPENSE

	2020	2019
Service cost	\$ 712,354	\$ 177,866
Interest on the total net pension liability	3,433,801	850,469
Expensed portion of current-period difference between		
expected and actual experience in the total pension liability	-	-
Expensed portion of current-period changes of assumptions	61,319	15,714
Member contributions	(594,711)	(148,368)
Projected earnings on plan investments	(2,138,111)	(537,064)
Expensed portion of current-period difference between		
actual and projected earnings on plan investments	256,235	20,512
Administrative expense	19,757	4,317
Other changes	(22)	1,178
Recognition of beginning deferred outflows of resources as		
pension expense	106,945	64,554
Recognition of beginning deferred inflows of resources as		
pension expense	(18,936)	(15,417)
Pension expense	\$ 1,838,631	\$ 433,761

Collective Deferred Outflows/Inflows

Since certain expense items are amortized over closed periods each year, the deferred portions of these items must be tracked annually. If the amounts serve to reduce pension expense they are labeled deferred inflows. If they will increase pension expense they are labeled deferred outflows. As noted in the previous section, the amortization of these amounts is accomplished on a level dollar basis, with no interest included in the deferred amounts. Experience gains/losses and the impact of changes in actuarial assumptions, if any, are amortized over the average remaining service life of the active and inactive PERS members at the beginning of the fiscal year. Investment gains and losses are amortized over a fixed-year period.

The tables below provide a summary of the collective deferred outflows and inflows as of June 30, 2020 and 2019 (Utility only shown):

June 30, 2021

	2020						
	Deferr	ed Outflows	Defer	red Inflows			
	of R	esources	of R	esources			
Differences between expected and actual experience	\$	41,119	\$	-			
Change in assumptions		26,500		-			
Net difference between projected and actual earnings on plan investments		194,583		-			
Employer contributions subsequent to measurement date		283,145					
	\$	545,347	\$				
		201	19				
	Deferr	ed Outflows	Defer	red Inflows			
	of R	esources	of R	esources			
Differences between expected and actual experience	\$	2,658	\$	4,836			
Change in assumptions		44,048		-			
Net difference between projected and actual earnings on plan investments		-		49,154			
Employer contributions subsequent to measurement date		283,514		<u>-</u>			
	\$	330,220	\$	53,990			

Amounts reported as deferred outflows of resources related to pensions resulting from employer contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended June 30:									
2022	\$	16,744							
2023		90,499							
2024		92,258							
2025		62,701							
Thereafter	\$	-							

June 30, 2021

B. Power Contract

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

C. Risk Management

The Utility is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. During the year ended June 30, 2021 and 2020, the Utility purchased commercial insurance for all of the above risks. Settled claims have not exceeded this commercial coverage in any of the past three years and there has been no significant reduction in the amount of coverage provided.

D. Prior Period Restatement

During TVA's review of the Utility, it was discovered that the interfund receivable was understated in prior years by \$46,617. The activity within each fiscal year was appropriate as it appears that the issue is related to an entry from the 2013 fiscal year related to bad debt expense. Since the Utility and the City are not on the same fiscal year-ends, it was not readily apparent that there was a discrepancy unless the subsidiary ledgers are reviewed.

REQUIRED SUPPLEMENTARY INFORMATION

OXFORD UTILITIES

SCHEDULE OF CHANGES IN NET PENSION LIABILITY (ASSET) AND RELATED RATIOS BASED ON PARTICIPATION IN THE PUBLIC EMPLOYEE RETIREMENT SYSTEM OF MISSISSIPPI

For the Year Ended June 30, 2021

	2021	 2020	2019	 2018	2017	 2016	 2015
Oxford Utilities proportionate share of the net pension liability (asset)	\$ 4,737,133	\$ 4,492,846	\$ 4,256,211	\$ 4,263,901	\$ 4,514,925	\$ 3,841,475	\$ 3,079,841
Oxford Utilities covered employee payroll	\$ 1,604,213	\$ 1,635,340	\$ 1,680,191	\$ 1,634,090	\$ 1,634,000	\$ 1,522,000	\$ 1,467,000
Oxford Utilities proportionate share of the net pension liability (asset) as a percentage of its covered payroll	295.29%	274.73%	253.32%	260.93%	276.31%	252.40%	209.94%
Plan fiduciary net position as a percentage of the total pension liability	58.97%	61.59%	62.54%	61.48%	57.47%	61.70%	67.21%

This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, governments should present information for those years for which information is available.

OXFORD UTILITIES SCHEDULE OF CONTRIBUTIONS BASED ON PARTICIPATION IN THE PUBLIC EMPLOYEE RETIREMENT SYSTEM OF MISSISSIPPI For the Year Ended June 30, 2021

	 2021	2020	2019	2018	2017	2016	2015
Actuarially determined contribution	\$ 283,145	\$ 283,514	\$ 264,629	\$ 257,369	\$ 259,162	\$ 254,674	\$ 244,528
Contributions in relation to the actuarially determined contribution	\$ 283,145	\$ 283,514	\$ 264,629	\$ 257,369	\$ 259,162	\$ 254,674	\$ 244,528
Contribution deficiency (excess)	\$ -						
Covered-employee payroll	\$ 1,604,213	\$ 1,635,340	\$ 1,680,191	\$ 1,634,090	\$ 1,634,000	\$ 1,522,000	\$ 1,467,000
Contributions as a percentage of Covered-employee payroll	17%	17%	16%	16%	16%	17%	17%

This is a 10-year schedule; however, the information in this schedule is not required to be presented retroactively. Years will be added to this schedule in future fiscal years until 10 years of information is available.

OXFORD UTILITIES NOTES TO REQUIRED SUPPLEMENTARY INFORMATION - PUBLIC EMPLOYEE RETIREMENT SYSTEM OF MISSISSIPPI For the Year Ended June 30, 2021

Changes of assumptions. In 2019, the expectation of retired life mortality was changed to the PubS.H-2010(B) Retiree Table with the following adjustments: For males, 112% of male rates from ages 18 to 75 scaled down to 105% for ages 80 to 119, for females, 85% of the female rates from ages 18 to 65 scaled up to 102% for ages 75 to 119, and the projection scale MP-2018 will be used to project future improvements in life expectancy generationally. The price inflation assumptions was reduced from 3.00% to 2.75%. The wage inflation assumption was reduced from 3.25% to 3.00%. Withdrawal rates, pre-retirement mortality rates, and service retirement rates were also adjusted to more closely reflect actual experience. The percentage of active member disabilities assumed to be in the line of duty was increased from 7% to 9%. In 2017, the expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Mortality Table projected with Scale BB to 2022. Small adjustments were also made to the Mortality Table for disabled lives. The wage inflation assumption was reduced from 3.75% to 3.25%. Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to more closely reflect actual experience. The percentage of active member disabilities assumed to be in the line of duty was increased from 6% to 7%. In 2016, the assumed rate of interest credited to employee contributions was changed from 3.50% to 2.00%. In 2015 and later, the expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Table projected to 2016 using Scale BB rather than the RP-2000 Mortality Table, which was used prior to 2015. In 2015, the expectation of disabled mortality changed to the RP-2014 Disabled Retiree Table, rather than the Rp-2000 Disabled Mortality Table, which was used prior to 2015. Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were adjusted to more closely reflect actual experience. In 2015, assumed rates of salary increase were adjusted to more closely reflect actual and anticipated experience. Finally, the price inflation and investment rate of return assumptions were changed from 3.50% to 3.00% and 8.00% to 7.75%, respectively.

Method and assumptions used in calculations of actuarially determined contributions. The actuarially determined contribution rates in the schedule of employer contributions are calculated as of June 30, two years prior to the end of the fiscal year in which contributions are reported (June 30, 2018 valuation for the June 30, 2020 fiscal year end). The following actuarial methods and assumptions were used to determine the most recent contribution rate reported in that schedule:

Actuarial cost method
Amortization method
Remaining amortization period
Asset valuation method
Price Inflation
Salary increase
Investment rate of return

Entry age
Level percentage of payroll, open
30.9 years
5-year smoothed market
3.00 percent
3.25 percent to 18.50 percent, including inflation
7.75 percent, net of pension plan investment expense, including inflation

SUPPLEMENTARY AND OTHER INFORMATION SECTION

OXFORD UTILITIES SCHEDULES OF OPERATING REVENUES AND EXPENSES For the Years Ended ELECTRIC DEPARTMENT

	2021		2020		
	Actual	Percent	Actual	Percent	
Operating revenues					
Charges for sales and services:					
Residential sales	\$ 9,366,437	41.72	\$ 9,271,147	40.46	
Small lighting and power sales	4,034,839	17.97	4,032,355	17.60	
Large lighting and power sales	8,248,383	36.74	8,616,589	37.60	
Street and athletic lighting sales	301,022	1.34	376,300	1.64	
Outdoor lighting	186,801	0.83	183,053	0.80	
Reconnects	103,510	0.46	103,795	0.45	
Uncollectible accounts	(44,893)	(0.20)	(6,627)	(0.03)	
Total charges for sales and services	22,196,099	98.86	22,576,612	98.52	
Other revenues:					
Forfeited discounts	104,810	0.47	103,576	0.45	
Miscellaneous service revenue	77,039	0.34	81,399	0.36	
Rent from electric property	71,635	0.33	152,957	0.67	
Other electric revenue	60	-	60	-	
Total other revenues	253,544	1.14	337,992	1.48	
Total operating revenues	\$ 22,449,643	100.00	\$ 22,914,604	100.00	
Operating expenses					
Cost of sales and services:					
Purchased power	16,808,358	74.87	17,335,896	75.65	
Operations expenses:					
Distribution expenses:					
Supervision and engineering	80,019	0.36	140,006	0.61	
Station expense	73,043	0.33	82,242	0.36	
Overhead line expense	11,756	0.05	5,929	0.03	
Underground line expense	45,518	0.22	56,200	0.27	
Street lighting and signal system	889	-	185	-	
Meter expense	83,312	0.37	124,563	0.54	
Consumer installations	45,397	0.20	44,416	0.19	
Rent expense	7,610	0.03	7,610	0.03	
Miscellaneous expense	94,576	0.42	102,842	0.45	
Total distribution expenses	442,120	1.98	563,993	2.48	
Customer accounts expenses:					
Meter reading	5,986	0.03	6,120	0.03	
Consumer records and collection expense	274,533	1.22	292,952	1.28	
Total customer accounts expenses	280,519	1.25	299,072	1.31	

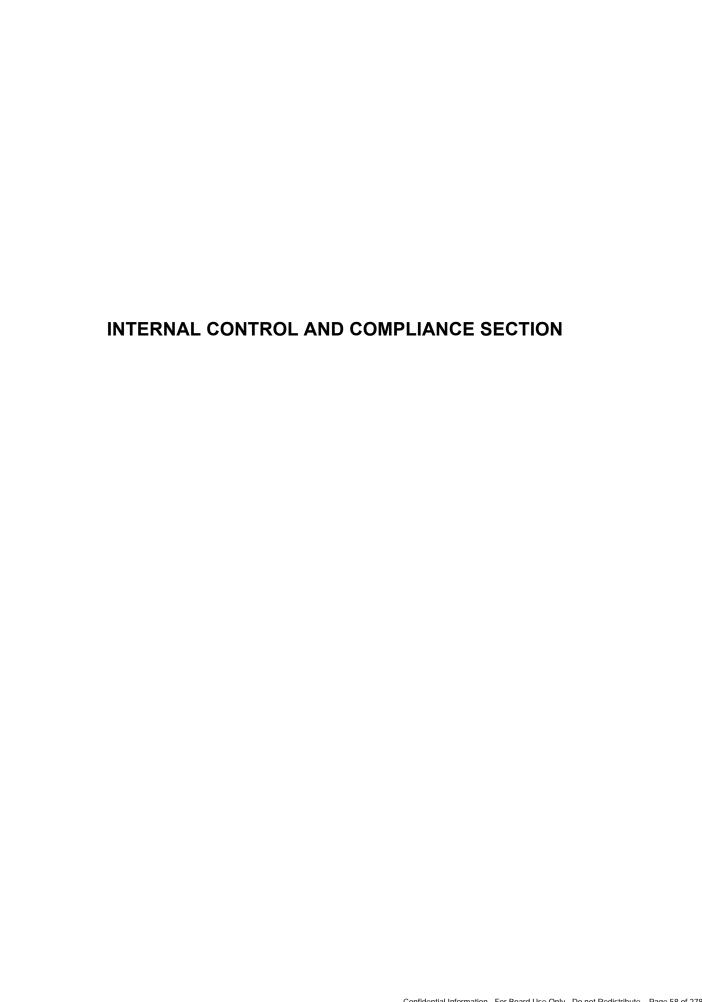
OXFORD UTILITIES SCHEDULES OF OPERATING REVENUES AND EXPENSES For the Years Ended ELECTRIC DEPARTMENT

		2021			2020	
		Amount	Percent		Amount	Percent
Sales expenses:						
Customer assistance	\$	29,726	0.13	\$	28,140	0.12
Demonstration and selling	Ψ	87,111	0.13	Ψ	11,111	0.05
Miscellaneous		25,059	0.00		26,692	0.12
Total sales expenses		141,896	0.63		65,943	0.29
Administrative expenses:						
Salaries		176,654	0.79		184,799	0.81
Office supplies and expense		91,553	0.41		86,493	0.38
Outside services		101,405	0.45		117,332	0.51
Injuries and damages		18,056	0.08		16,425	0.07
Employee pension and benefits		179,693	0.80		361,723	1.58
Payroll taxes		69,087	0.31		87,702	0.38
Uniforms		17,368	0.08		16,019	0.07
Miscellaneous		50,971	0.23		13,730	0.06
Total administrative expenses		704,787	3.15		884,223	3.86
Total operations expense		1,569,322	7.01		1,813,231	7.94
Maintenance expenses:						
Distribution expenses:						
Supervision and engineering		17,443	0.08		18,351	0.08
Station equipment		13,403	0.06		11,470	0.05
Overhead and underground lines		192,145	0.86		190,121	0.83
Right-of-way		152,596	0.68		114,588	0.50
Line transformers		22,819	0.10		26,164	0.11
Street lighting and signal system		212,914	0.95		154,825	0.68
Security lights		116,297	0.52		55,130	0.24
Miscellaneous		73			29	
Total distribution expenses		727,690	3.25		570,678	2.49
Depreciation		1,183,282	5.24		1,115,019	4.84
Total operating expenses	\$	20,288,652	90.37	\$	20,834,824	90.92

OXFORD UTILITIES ELECTRIC RATES IN FORCE

June 30, 2021

Residential rate schedule Customer charge - per delivery point per month Block 1 kWh Block 2 kWh	\$ 17.46 0.09164 0.09086
General power schedule GSA1	
Customer charge - per delivery point per month Energy charge - cents per kWh	23.10 0.11089
GSA2	
Customer charge per delivery point per month Demand charges - per kW per month	34.73
First 50 kW	No charge
Excess over 50 kW	13.33
Energy charge - cents per kWh	0.40773
First 15,000 kWh per month Additional kWh per month	0.10773 0.06560
GSA3	0.00000
Customer charge per delivery point per month	94.44
Block 1 kW	12.36
Block 2 kW	12.17
Energy charge - cents per kWh	0.06574
OL	
Customer charge per delivery point per month	-
Energy Charge	0.06705







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Independent Auditor's Report on Internal Control Over
Financial Reporting and on Compliance
and Other Matters Based on an Audit of
Financial Statements Performed in Accordance
With Government Auditing Standards

Board of Directors and Superintendent Oxford Utilities Oxford, Mississippi

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Oxford Utilities (the Utility), an enterprise fund of the City of Oxford, Mississippi, as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the Utility's basic financial statements, and have issued our report thereon dated September 14, 2021.

Internal Control Over Financial Reporting

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

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

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Board of Directors and Superintendent Oxford Utilities Oxford, Mississippi

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Utility's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

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

alexander Thompson Anoll Picc

Jackson, Tennessee September 14, 2021

Alexander Thompson Arnold PLLC



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Independent Auditor's Report on Compliance with State Laws and Regulations

Board of Directors and Superintendent Oxford Utilities Oxford, Mississippi

We have audited the financial statements of the City of Oxford, Mississippi's Utilities (the Utility), an enterprise fund of the City of Oxford, Mississippi, as of and for the year ended June 30, 2021, and have issued our report thereon dated September 14, 2021. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

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

The results of these procedures and our audit of the financial statements disclosed no material instance of noncompliance with state laws and regulations.

This report is intended solely for the information and use of the Board of Directors, management, regulatory agencies and the State of Mississippi, Office of the State Auditor and is not intended to be and should not be used by anyone other than these specified parties. However, this report is a matter of public record and its distribution is not limited.

alexander Thompson anoll Picc

Jackson, Tennessee September 14, 2021

OXFORD UTILITIES SCHEDULE OF FINDINGS AND RESPONSES

June 30, 2021

Financial Statement Findings

There are no current year findings.

OXFORD UTILITIES SCHEDULE OF PRIOR YEAR FINDINGS AND RESPONSES

June 30, 2021

Financial Statement Findings

There were no prior year findings.



Tennessee Valley Authority Regulatory Assurance & Compliance

Oxford Utilities

Annual Report Year Ended June 30, 2021

Oxford Utilities

Name of Local Power Company

300 McElroy Drive P.O. Box 827, Oxford MS 38655-0827

Address

Tennessee Valley Authority 400 West Summit Hill Drive Knoxville, TN 37902

TVA:

We are transmitting herewith our annual report for the year ending June 30, 2021. We affirm, individually and on behalf of Oxford Utilities, that the information in our annual report is in agreement with our general accounting ledgers and financial statements, and to the best of our knowledge and belief, the accounting ledger and financial statements are true and correctly reflect the financial condition as of June 30, 2021, and the results of our electric operations for the year ending on that date.

We further affirm, individually and on behalf of Oxford Utilities that our general ledgers have been kept in accordance with the provisions of the power contract between Oxford Utilities and the Tennessee Valley Authority (TVA), and are consistent with the requirements of the Federal Energy Regulatory Commission's system of accounts.

Accountant in charge of books

Manager

Date transmitted

TVA Act of 1933

In fulfilling the responsibilities of the TVA Act of 1933 [16 U.S.C. #831i and 831n-4(f)], TVA requires each distributor to provide certain financial and accounting information to TVA to ensure that electric power produced by TVA is being sold at rates which are as low as feasible. This form (TVA 3957) is for that purpose.

Public reporting burden for this collection of information is estimated to vary from ten to forty hours per response, with an average of nineteen hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Agency Clearance Officer, Tennessee Valley Authority, 1101 Market Street, Chattanooga, TN 37402; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Oxford Utilities : 172 P1 BALANCE SHEET - ASSETS & OTHER DEBITS

UTILITY PLANT

Description	Page	Item	June 30, 2021	June 30, 2020
Electric Plant	10	1	\$45,295,055.77	\$44,438,554.73
Less Depreciation	10	2	\$14,682,641.35	\$13,557,822.50
TOTAL	10	3	\$30,612,414.42	\$30,880,732.23
Unamortized Acquisition Adjustment	13	4		
Other Utility Plant - Net		5		
TOTAL PLANT - NET		6	\$30,612,414.42	\$30,880,732.23

OTHER PROPERTY AND INVESTMENTS

Description	Page	Item	June 30, 2021	June 30, 2020
Non-Utility Property - Net	15	7		
Other Investments	14	8	\$14,188.29	\$16,548.37
Sinking Funds	15	9		
Depreciation Funds	15	10		
Other Special Funds	15	12	\$5,000.00	\$5,000.00
TOTAL		13	\$19,188.29	\$21,548.37

CURRENT AND ACCRUED ASSETS

Description	Page	Item	June 30, 2021	June 30, 2020
General Cash and Temporary Cash Investments	14	14	\$7,962,923.38	\$7,635,194.80
Accounts Receivable	16	15	\$3,514,397.98	\$3,076,395.35
Materials and Supplies	17	16	\$676,873.54	\$690,299.29
Prepayments	17	17	\$674.29	\$76,545.29
Other Current Assets	17	18	\$31,775.45	(\$9,489.54)
TOTAL		19	\$12,186,644.64	\$11,468,945.19

DEFERRED DEBITS

Description	Page	Item	June 30, 2021	June 30, 2020
Debt Expense	17	20		
Preliminary Survey		21		\$1,358.98
Clearing Accounts		22	(\$114,050.94)	(\$137,342.16)
Energy Service Loans Receivables		24		
Deferred Costs on TVA Leases	17	25		
Other Deferred Debits	17	26	\$545,347.32	\$330,220.05
TOTAL		27	\$431,296.38	\$194,236.87

TOTAL ASSETS AND OTHER DEBITS

Description	Page	Item	June 30, 2021	June 30, 2020
TOTAL ASSETS AND OTHER DEBITS		28	\$43,249,543.73	\$42,565,462.66

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CAPITAL

Description	Page	Item	June 30, 2021	June 30, 2020
Membership Certificates		30		

EARNINGS REINVESTED IN SYSTEM ASSETS

Description	Page	Item	June 30, 2021	June 30, 2020
End of Previous Year			\$28,146,617.09	\$27,132,263.82
Retained Earnings Adjustment			(\$32,520.04)	(\$42,663.94)
Beginning of Year		33	\$28,114,097.05	\$27,089,599.88
Current Year	3	34	\$1,240,591.43	\$1,057,017.21
TOTAL		35	\$29,354,688.48	\$28,146,617.09

LONG-TERM DEBT

Description	Page	Item	June 30, 2021	June 30, 2020
RUS	23	36		
CFC	23	37		
CoBank	23	38		
Bonds and Other Long-Term Debt	25	39.1		
TVA	25	39.3		
Debt Premium and Discount		40		
TOTAL		41		

OTHER NON-CURRENT LIABILITIES

Description	Page	Item	June 30, 2021	June 30, 2020
Postretirement Benefits	24	39.2	\$4,737,132.83	\$4,492,845.76
Energy Service Loans - Advances		42		
Energy Service Loans - Other		43		
TOTAL		44	\$4,737,132.83	\$4,492,845.76

CURRENT AND ACCRUED LIABILITIES

Description	Page	Item	June 30, 2021	June 30, 2020
TVA Notes Payable	26	45.1		
Other Notes Payable	26	45.2		
Accounts Payable	26	46	\$5,920,103.72	\$5,414,890.56
Customer Deposits	26	47	\$3,045,303.93	\$4,266,595.30
Taxes and Equivalents Accrued	29	48	\$10,131.07	\$16,756.20
Interest Accrued - RUS	23	49		
Interest Accrued - CFC	23	50		
Interest Accrued - CoBank	23	51		
Interest Accrued - TVA	26	52.1		
Interest Accrued - Other	26	52.2		
Other Current Liabilities	26	53	\$147,660.66	\$135,061.82
TOTAL		54	\$9,123,199.38	\$9,833,303.88

DEFERRED CREDITS

Description	Page	Item	June 30, 2021	June 30, 2020
Advances for Construction - Refundable	18	55		
Other Deferred Credits	26	56	\$34,523.04	\$92,695.93
TOTAL		57	\$34,523.04	\$92,695.93

TOTAL LIABILITIES AND OTHER CREDITS

Description	Page	Item	June 30, 2021	June 30, 2020
TOTAL LIABILITIES AND OTHER CREDITS		58	\$43,249,543.73	\$42,565,462.66

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Oxford Utilities : 172 P3 REVENUE & EXPENSE STATEMENT

OPERATING REVENUE

Description	Page	Item	June 30, 2021	June 30, 2020
Electric Sales Revenue (Page 7, Item 332)		59	\$22,138,261.79	\$22,482,438.53
Revenue From Late Payments		60	\$104,810.39	\$103,575.61
Miscellaneous Service Revenue		61	\$179,768.56	\$182,200.00
Rent From Electric Property		62	\$111,106.11	\$113,485.05
Other Electric Revenue		63	\$60.00	\$60.00
TOTAL OPERATING REVENUE		64	\$22,534,006.85	\$22,881,759.19

PURCHASED POWER

Description	Page	Item	June 30, 2021	June 30, 2020
TOTAL POWER COST (PAGE 7, ITEM 342)	7	65	\$16,808,358.40	\$17,335,895.56

OPERATING EXPENSE

Description	Page	Item	June 30, 2021	June 30, 2020
Transmission Expense	5	66		
Distribution Expense	5	67	\$439,126.19	\$560,350.29
Customer Accounts Expense	5	68	\$328,410.83	\$309,340.66
Customer Service and Informational Expense	5	69	\$54,785.30	\$52,831.59
Sales Expense	5	70	\$87,111.00	\$13,111.00
Administrative and General Expense	6	71	\$597,495.14	\$834,724.19
OPERATING EXPENSE	6	72	\$1,506,928.46	\$1,770,357.73

MAINTENANCE EXPENSE

Description	Page	Item	June 30, 2021	June 30, 2020
Transmission Expense	6	73		
Distribution Expense	6	74	\$727,690.31	\$570,678.98
Administrative and General Expense	6	75		
MAINTENANCE EXPENSE	6	76	\$727,690.31	\$570,678.98

OTHER OPERATING EXPENSE

Description	Page	Item	June 30, 2021	June 30, 2020
Depreciation Expense		77	\$1,183,281.90	\$1,115,018.88
Amortization of Acquisition Adjustment	13	78		
Taxes and Tax Equivalents	29	79	\$1,034,086.99	\$1,052,702.53
OTHER OPERATING EXPENSE		80	\$2,217,368.89	\$2,167,721.41

TOTAL OPERATING EXPENSE AND PURCHASED POWER

Description	Page	Item	June 30, 2021	June 30, 2020
TOTAL OPERATING EXPENSE AND PURCHASED POWER		81	\$21,260,346.06	\$21,844,653.68

INCOME

Description	Page	Item	June 30, 2021	June 30, 2020
Operating Income (Item 64, Less Item 81)		82	\$1,273,660.79	\$1,037,105.51
Other Income	16	83	\$9,036.12	\$66,573.98
TOTAL INCOME		84	\$1,282,696.91	\$1,103,679.49
Miscellaneous Income Deductions	16	85	\$9,811.06	\$10,137.53
NET INCOME BEFORE DEBT EXPENSE		86	\$1,272,885.85	\$1,093,541.96

Oxford Utilities : 172 P3 REVENUE & EXPENSE STATEMENT

DEBT EXPENSE

Description	Page	Item	June 30, 2021	June 30, 2020
Interest on Long-Term Debt - RUS	23	87		
Interest on Long-Term Debt - CFC	23	88		
Interest on Long-Term Debt - CoBank	23	89		
Interest on Long-Term Debt - Other	26	90.1		
Interest - TVA	26	90.2		
Other Interest Expense		92	\$32,294.42	\$36,524.75
Amortization of Debt Discount and Expense		93		
Amortization of Premium on Debt - Credit		94		
TOTAL DEBT EXPENSE		95	\$32,294.42	\$36,524.75

NET INCOME

Description	Page	Item	June 30, 2021	June 30, 2020
Net Income Before Extraordinary Items (Item 86, Less Item 95)		96	\$1,240,591.43	\$1,057,017.21
Extraordinary Items	33	97		
NET INCOME	2	98	\$1,240,591.43	\$1,057,017.21

. . . .

ENDED JUNE 30, 2021

CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES

Description	June 30, 2021	June 30, 2020
Net Income	\$1,240,591.43	\$1,057,017.21
Adjustments to Reconcile Net Income to Net Cash:		
Depreciation	\$1,183,281.90	\$1,115,018.88
Amortization of:		
Acquisition Adjustment		
Additions to TVA Leases		
Debt Premium or Discount		
Changes in Current and Deferred Items:		
Accounts Receivable	(\$438,002.63)	\$491,737.50
Materials and Supplies	\$13,425.75	(\$30,649.56)
Prepayments and Other Current Assets	\$34,606.01	(\$50,458.80)
Deferred Debits	(\$237,059.51)	(\$55,342.47)
Accounts Payable	\$505,213.16	(\$569,946.67)
Customer Deposits	(\$1,221,291.37)	\$143,077.72
Taxes and Interest Accrued	(\$6,625.13)	\$4,485.30
Other Current Liabilities	\$12,598.84	(\$107,767.02)
Deferred Credits	(\$58,172.89)	(\$43,119.28)
Retained Earnings Adjustments	(\$32,520.04)	(\$42,663.94)
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	\$996,045.52	\$1,911,388.87

CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES

Description	June 30, 2021	June 30, 2020
Change in Net Plant	(\$914,964.09)	(\$924,590.91)
Net Change in Other Property and Investment	\$2,360.08	
Energy Service Loans Receivable		
NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES	(\$912,604.01)	(\$924,590.91)

CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES

Description	June 30, 2021	June 30, 2020
Change in Long-Term Debt		
Notes Payable		
Memberships		
Energy Service Loans Advances		
Post Retirement Benefit Adjustments	\$244,287.07	\$236,634.7
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES	\$244,287.07	\$236,634.7

NET INCREASE (DECREASE) IN CASH AND TEMPORARY INVESTMENTS

Description	June 30, 2021	June 30, 2020
NET INCREASE (DECREASE) IN CASH AND TEMPORARY INVESTMENTS	\$327,728.58	\$1,223,432.72
CASH AND TEMPORARY INVESTMENTS BEGINNING OF YEAR	\$7,635,194.80	\$6,411,762.08
CASH AND TEMPORARY INVESTMENTS END OF YEAR	\$7,962,923.38	\$7,635,194.80

Oxford Utilities : 172 P5 OPERATING & MAINTENANCE EXPENSE I

TRANSMISSION

Acct.	Operating Expense Description	Expenses 2021	Expenses 2020	Payroll 2021	Payroll 2020
560	Supervision and Engineering				
561	Load Dispatching				
562	Station Expense				
563	Overhead Line Expense				
564	Underground Line Expense				
566	Miscellaneous				
567	Rents				
(600)	TOTAL TRANSMISSION OPERATING EXPENSE (PAGE 3, ITEM 66)				

DISTRIBUTION

Acct.	Operating Expense Description	Expenses 2021	Expenses 2020	Payroll 2021	Payroll 2020
580	Supervision and Engineering	\$80,019.03	\$140,005.82		
581	Load Dispatching				
582	Station Expense	\$73,042.56	\$82,241.77		
583	Overhead Line Expense	\$17,914.08	\$12,976.84		
584	Underground Line Expense	\$45,517.65	\$56,200.07		
585	Street Lighting and Signal System Expense	\$889.09	\$185.06		
586	Meter Expense	\$83,312.09	\$124,563.37		
587	Customer Installation Expense	\$56,338.81	\$54,706.42		
588	Miscellaneous	\$74,483.32	\$81,861.38		
589	Rents	\$7,609.56	\$7,609.56		
(605)	TOTAL DISTRIBUTION OPERATING EXPENSE (PAGE 3, ITEM 67)	\$439,126.19	\$560,350.29		

CUSTOMER ACCOUNTS EXPENSE

Acct.	Operating Expense Description	Expenses 2021	Expenses 2020	Payroll 2021	Payroll 2020
901	Supervision				
902	Meter Reading Expense	\$5,985.63	\$6,120.13		
903	Customer Records and Collection Expense	\$277,532.69	\$296,593.94		
904	Uncollectible Accounts	\$44,892.51	\$6,626.59		
905	Miscellaneous				
(610)	TOTAL CUSTOMER ACCOUNTS EXPENSE (PAGE 3, ITEM 68)	\$328,410.83	\$309,340.66		

CUSTOMER SERVICES & INFORMATIONAL EXPENSE

Acct.	Operating Expense Description	Expenses 2021	Expenses 2020	Payroll 2021	Payroll 2020
907	Supervision				
908	Customer Assistance Expense	\$29,726.41	\$28,139.99		
909	Informational and Instructional Advertising Expense				
910	Miscellaneous Customer Service and Informational Expense	\$25,058.89	\$24,691.60		
(615)	TOTAL CUSTOMER SERVICES AND INFORMATIONAL EXPENSE (PAGE 3, ITEM 69)	\$54,785.30	\$52,831.59		

SALES EXPENSE

Acct.	Operating Expense Description	Expenses 2021	Expenses 2020	Payroll 2021	Payroll 2020
911	Supervision				
912	Demonstrating and Selling Expense	\$87,111.00	\$11,111.00		
913	Advertising Expense				
916	Miscellaneous		\$2,000.00		
(620)	TOTAL SALES EXPENSE (PAGE 3, ITEM 70)	\$87,111.00	\$13,111.00		

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Oxford Utilities : 172 P6 OPERATING & MAINTENANCE EXPENSE II

ADMINISTRATIVE & GENERAL

Acct.	Operating Expense Description	Expenses 2021	Expenses 2020	Payroll 2021	Payroll 2020
920	Administrative and General Salaries	\$158,952.65	\$165,349.23		
921	Office Supplies and Expense	\$91,552.54	\$86,492.69		
922	Administrative Expense Transferred - Credit				
923	Outside Services Employed	\$101,405.35	\$117,331.98		
924	Property Insurance				
925	Injuries and Damages	\$18,056.03	\$16,425.16		
926	Employee Pensions and Benefits	\$176,557.25	\$397,190.39		
927	Franchise Requirements				
928	Regulatory Commission Expense		\$600.00		
929	Duplicate Charges - Credit				
930	Miscellaneous General Expense	\$50,971.32	\$51,334.74		
931	Rents				
(625)	TOTAL ADMINISTRATIVE AND GENERAL EXPENSE (PAGE 3, ITEM 71)	\$597,495.14	\$834,724.19		
(630)	TOTAL OPERATING EXPENSE (PAGE 3, ITEM 72)	\$1,506,928.46	\$1,770,357.73		

TRANSMISSION

Acct.	Maintenance Expense Description	Expenses 2021	Expenses 2020	Payroll 2021	Payroll 2020
568	Supervision and Engineering				
569	Maintenance of Structures				
570	Maintenance of Station Equipment				
571	Maintenance of Overhead Lines				
572	Maintenance of Underground Lines				
573	Miscellaneous				
(635)	TOTAL TRANSMISSION MAINTENANCE EXPENSE (PAGE 3, ITEM 73)				

DISTRIBUTION

Acct.	Maintenance Expense Description	Expenses 2021	Expenses 2020	Payroll 2021	Payroll 2020
590	Supervision and Engineering	\$17,442.57	\$18,350.55		
591	Maintenance of Structures				
592	Maintenance of Station Equipment	\$13,402.96	\$11,470.25		
593	Maintenance of Overhead Lines	\$294,132.87	\$248,613.94		
594	Maintenance of Underground Lines	\$50,608.13	\$56,095.74		
595	Maintenance of Line Transformers	\$22,818.81	\$26,163.85		
596	Street Lighting and Signal Systems	\$212,914.87	\$154,825.40		
597	Maintenance of Meters	\$73.17	\$29.47		
598	Maintenance of Miscellaneous Distribution Plant	\$116,296.93	\$55,129.78		
(640)	TOTAL DISTRIBUTION MAINTENANCE EXPENSE (PAGE 3, ITEM 74)	\$727,690.31	\$570,678.98		

ADMINISTRATIVE & GENERAL

Acct.	Maintenance Expense Description	Expenses 2021	Expenses 2020	Payroll 2021	Payroll 2020
935	Maintenance of General Plant (Page 3, Item 75)				
(645)	TOTAL MAINTENANCE EXPENSE (PAGE 3, ITEM 76)	\$727,690.31	\$570,678.98		
(650)	TOTAL OPERATING AND MAINTENANCE EXPENSE	\$2,234,618.77	\$2,341,036.71		
(655)	Total Direct and Indirect Payroll Charged to Construction and Retirements				
(660)	Payroll Charged to Other Accounts				
(662)	Fiscal Year Net Change in Accrued Leave Account - (Increase) Decrease				
(665)	TOTAL PAYROLL DISTRIBUTION FOR YEAR				

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Oxford Utilities : 172 P7 STATISTICAL/PURCHASED POWER

STATISTICAL DATA - REVENUE

Class of Service	Item	June 30, 2021	June 30, 2020
Residential	100	\$9,366,930.11	\$9,273,589.27
Gen. Power - 50 kW & Under	101	\$4,035,126.90	\$4,032,906.93
Gen. Power - Over 50 kW	102	\$8,248,382.66	\$8,616,589.25
Street and Athletic - Codes 72, 73 & 74	103	\$301,021.61	\$376,300.17
Outdoor Lighting - Codes 75, 77 & 78	104	\$186,800.51	\$183,052.91
SUBTOTAL	330	\$22,138,261.79	\$22,482,438.53
Unbilled Revenue	331		
TOTAL (PAGE 3, ITEM 59)	332	\$22,138,261.79	\$22,482,438.53

STATISTICAL DATA - KILOWATT-HOURS SOLD

Class of Service	Item	June 30, 2021	June 30, 2020
Residential	107	88,481,841	86,463,929
Gen. Power - 50 kW & Under	108	33,662,927	33,406,172
Gen. Power - Over 50 kW	109	87,515,487	89,665,122
Street and Athletic - Codes 72, 73 & 74	110	1,777,732	2,009,394
Outdoor Lighting - Codes 75, 77 & 78	111	1,158,643	1,219,526
TOTAL	335	212,596,630	212,764,143
Kilowatt-hours for Own Use	113		
TOTAL KILOWATT-HOURS SOLD AND USED	114	212,596,630	212,764,143
Kilowatt-hours in Unbilled Revenue (Items 331) Above	336		

STATE & LOCAL SALES TAX ON ABOVE REVENUE (OPTIONAL)

	State	Sales Tax
Total		

AMOUNTS EXCLUDED FROM RATE SCHEDULE REVENUE

Description	Item	Credits	Green Power Revenue
Green Power-Res	807		\$1,678.00
Green Power-GP < 50kW	808		\$288.00
Green Power-GP > 50kW	809		
Gen Partners-Res	800	\$1,184.67	
Gen Partners-GP < 50kW	801		
Gen Partners-GP > 50kW	802		
SMC/GMC	803		
EGC	804		
VCP	805		
VII/VIP (IC)	806		

PURCHASED POWER - AMOUNT

Description	Item	June 30, 2021	June 30, 2020
Purchased Power (TVA)	115	\$16,808,358.40	\$17,335,895.56
Facilities Rental (TVA)	116		
Other Charges/Credits (TVA)	117		
TOTAL FROM TVA	118	\$16,808,358.40	\$17,335,895.56
Other Purchased Power	218		
SUBTOTAL	340	\$16,808,358.40	\$17,335,895.56
Unbilled Purchases	341		
TOTAL (PAGE 3, ITEM 65)	342	\$16,808,358.40	\$17,335,895.56

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Oxford Utilities : 172 P7 STATISTICAL/PURCHASED POWER

PURCHASED POWER - KILOWATT-HOURS PURCHASED

Description	Item	June 30, 2021	June 30, 2020
Purchased Power (TVA)	119	222,509,583	222,017,171
TOTAL FROM TVA	122	222,509,583	222,017,171
Other Purchased Power	222		
TOTAL	345	222,509,583	222,017,171
Less Kilowatt-hours Sold and Used (Item 114)	123	212,596,630	212,764,143
Line Losses and Kilowatt-hours Unaccounted for	124	9,912,953	9,253,028
Percent of Losses to Purchases (2 Decimal Places)	125	4.46%	4.17%
Cost per Kilowatt-hour Including Facilities Rental (cents)	127	7.55	0.00
Kilowatt-hours in Unbilled Purchases (Item 341) Above	346		

OTHER PURCHASED POWER

Purchased Power From	Contract No.	Dates

NUMBER OF CUSTOMERS

Class of Service	Item	June 30, 2021	June 30, 2020
Residential	675	7,889	7,928
Gen. Power - 50 kW & Under	680	1,647	1,633
Gen. Power - Over 50 kW	685	218	224
Street and Athletic - Codes 72, 73 & 74	690	19	18
Outdoor Lighting - Code 78	693	68	40
TOTAL	694	9,841	9,843
Special Outdoor Lighting - Code 75	696		
Outdoor Lighting - Code 77	697	279	308

MISCELLANEOUS DATA

Description	ltem	June 30, 2021	June 30, 2020
Pole Line Miles: (2 Decimal Places)	715	112.00	112.00
Individual Outdoor Lights			
No. in Plant	720	340	365
Total Investment	725	\$705,448.52	\$696,494.82
O&M Expense	730	\$172,635.74	\$109,836.20
St. Ltg-Invest. Base	735	\$2,418,799.31	\$2,379,469.32
O&M Expense	740	\$213,803.96	\$155,010.46
Lamps & Glassware	745	\$5,906.34	\$4,734.35

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Oxford Utilities : 172 P8 MODIFIED STREET LIGHTING

MODIFIED STREET LIGHTING COMPUTATION

Town	Cost of Lamps & Glassware	kWh From Stat. Rept.	Allowance kWh x .003	Excess To Be Billed
CITY OF OXFORD	\$5,906.34	1,499,557	\$4,498.67	\$1,407.67
	\$5,906.34	1,499,557	\$4,498.67	\$1,407.67

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Oxford Utilities : 172 P9 ELECTRIC PLANT I

INTANGIBLE

Acct.	Description	Balance Beg. of Year	Additions +	Retirements -	Reclassifications	Reclassifications	Balance End of Year
					Debit +	Credit -	
301	Organization						
302	Franchises and Consents						
303	Miscellaneous						
(750)	TOTAL INTANGIBLE						

PRODUCTION

Item	Description	Balance Beg. of Year	Additions +	Retirements -	Reclassifications	Reclassifications	Balance End of Year
					Debit +	Credit -	
755	TOTAL PRODUCTION						

TRANSMISSION

Acct.	Description	Balance Beg. of Year	Additions +	Retirements -	Reclassifications		Balance End of Year
					Debit +	Credit -	
350	Land and Land Rights						
351	Clearing Land and Rights of Way						
352	Structures and Improvements						
353	Station Equipment						
354	Towers and Fixtures						
355	Poles and Fixtures						
356	Overhead Conductors and Devices						
357	Underground Conduit						
358	Underground Conductors and Devices						
359	Roads and Trails						
(760)	TOTAL TRANSMISSION						

Oxford Utilities : 172 P9 ELECTRIC PLANT I

DISTRIBUTION

Acct.	Description	Balance Beg. of Year	Additions +	Retirements -	Reclassifications Debit +	Reclassifications Credit -	Balance End of Year
360	Land and Land Rights	\$740,953.38					\$740,953.38
361	Structures and Improvements	\$48,239.43	\$179,342.54				\$227,581.97
362	Station Equipment	\$6,351,407.35	\$11,625.00				\$6,363,032.35
363	Storage Battery Equipment						
364	Poles, Towers, and Fixtures	\$1,373,807.75	\$28,951.84	\$12,626.83			\$1,390,132.76
365	Overhead Conductors and Devices	\$2,492,317.90	\$79,768.00	\$30,083.55			\$2,542,002.35
366	Underground Conduit	\$2,967,632.18					\$2,967,632.18
367	Underground Conductors and Devices	\$11,293,817.72	\$312,208.91	\$29,977.76			\$11,576,048.87
368	Line Transformers	\$5,168,352.37	\$78,096.98	\$3,472.51			\$5,242,976.84
369	Services	\$1,590,495.40	\$44,462.61	\$12,732.61			\$1,622,225.40
370	Meters	\$2,952,404.83	\$34,158.56				\$2,986,563.39
371	Inst. on Customers' Premises	\$696,494.82	\$8,953.70				\$705,448.52
372	Leased Prop. on Customers' Premises						
373	St. Lighting and Signal Systems	\$2,379,469.32	\$52,664.51	\$13,334.52			\$2,418,799.31
(765)	TOTAL DISTRIBUTION	\$38,055,392.45	\$830,232.65	\$102,227.78			\$38,783,397.32

Oxford Utilities : 172 P10 ELECTRIC PLANT II

GENERAL

Acct.	Description	Balance Beg. of Year	Additions +	Retirements -		Reclassifications	Balance End of Year
380	Lond and Lond Dights	¢160,000,00			Debit +	Credit -	¢168,000,00
389	Land and Land Rights	\$168,000.00					\$168,000.00
390	Structures and Improvements	\$2,695,037.83					\$2,695,037.83
391	Office Furniture and Equipment	\$485,357.13					\$485,357.13
392	Transportation Equipment	\$1,475,833.00	\$9,798.36	\$14,760.65			\$1,470,870.71
393	Stores Equipment	\$13,621.36	\$0.00				\$13,621.36
394	Tools, Shop, and Garage Equipment	\$59,797.44					\$59,797.44
395	Laboratory Equipment	\$27,006.69					\$27,006.69
396	Power Operated Equipment	\$860,950.91					\$860,950.91
397	Communication Equipment	\$179,435.26					\$179,435.26
398	Miscellaneous Equipment	\$53,509.76					\$53,509.76
399	Other Tangible Property	\$7,000.00					\$7,000.00
(770)	TOTAL GENERAL	\$6,025,549.38	\$9,798.36	\$14,760.65			\$6,020,587.09
101	TOTAL PLANT IN SERVICE	\$44,080,941.83	\$840,031.01	\$116,988.43			\$44,803,984.41
102	Electric Plant Purchased or Sold						
104	Electric Plant Leased to Others						
105	Electric Plant for Future Use						
107	Construction Work in Progress	\$357,612.90	\$133,458.46				\$491,071.36
(775)	TOTAL OTHER ELECTRIC PLANT	\$357,612.90	\$133,458.46				\$491,071.36
(780)	TOTAL ELECTRIC PLANT (PAGE 1, ITEM 1)	\$44,438,554.73	\$973,489.47	\$116,988.43			\$45,295,055.77

RESERVES

Acct.	Description	Balance End of Year
108	Accumulated Provision for Depreciation of Electric Plant in Service	\$14,682,641.35
109	Accumulated Provision for Depreciation of Electric Plant Leased to Others	
110	Accumulated Provision for Depreciation of Electric Plant Held for Future Use	
	TOTAL ACCUMULATED PROVISION FOR DEPRECIATION (PAGE 1, ITEM 2 AND PAGE 11)	\$14,682,641.35
	TOTAL ELECTRIC PLANT, LESS ACCUMULATED PROVISION FOR DEPRECIATION (PAGE 1, ITEM 3)	\$30,612,414.42

Oxford Utilities : 172 P11 ACCUMULATED DEPRECIATION

ACCUMULATED PROVISION FOR DEPRECIATION - TRANSMISSION

Acct.	Depr. Rate	Balance Beg. of Year	Accrual +	Original Cost -	Removal Cost -	Salvage +	Other Entries Debit -	Other Entries Credit +	Balance End of Year	% Depr.
350										
351										
352										
353										
354										
355										
356										
357										
358										
359										
(785)										

ACCUMULATED PROVISION FOR DEPRECIATION - DISTRIBUTION

Acct.	Depr. Rate	Balance Beg. of Year	Accrual +	Original Cost -	Removal Cost -	Salvage +	Other Entries	Other Entries	Balance End of Year	% Depr.
262							Debit -	Credit +		
360										
361	2%	\$48,239.43	\$926.19						\$49,165.62	22.00%
362	2%	\$2,185,629.85	\$127,233.73						\$2,312,863.58	36.00%
363										
364	3.25%	\$583,395.14	\$44,794.04	\$12,626.83	\$15,190.31	\$369.61			\$600,741.65	43.00%
365	3%	(\$40,932.12)	\$75,167.63	\$30,083.55	\$46,862.81	\$41,210.93			(\$1,499.92)	0.00%
366	3%	\$1,353,967.16	\$89,028.96			\$725.09			\$1,443,721.21	49.00%
367	3%	\$1,806,943.60	\$340,874.09	\$29,977.76	\$13,506.49	\$999.34			\$2,105,332.78	18.00%
368	2.5%	\$2,089,681.25	\$129,811.59	\$3,472.51	\$1,617.82				\$2,214,402.51	42.00%
369	3.5%	\$305,454.59	\$56,396.45	\$12,732.61	\$13,470.05	\$34.52			\$335,682.90	21.00%
370	2.5%	\$487,893.46	\$74,029.82						\$561,923.28	19.00%
371	3.5%	\$241,121.59	\$24,454.98			\$194.38			\$265,770.95	38.00%
372										
373	3.5%	\$918,181.58	\$83,637.10	\$13,334.52	\$10,997.24	\$1,219.13			\$978,706.05	40.00%
(790)		\$9,979,575.53	\$1,046,354.58	\$102,227.78	\$101,644.72	\$44,753.00			\$10,866,810.61	28.00%

Oxford Utilities : 172 P11 ACCUMULATED DEPRECIATION

ACCUMULATED PROVISION FOR DEPRECIATION - GENERAL

Acct.	Depr. Rate	Balance Beg. of Year	Accrual +	Original Cost -	Removal Cost -	Salvage +	Other Entries Debit -	Other Entries Credit +	Balance End of Year	% Depr.
389										
390	4%	\$1,339,953.03	\$107,801.52						\$1,447,754.55	54.00%
391	5%	\$435,460.86	\$24,267.84						\$459,728.70	95.00%
392	VAR%	\$998,185.08	\$73,712.78	\$14,760.65		\$1,525.00			\$1,058,662.21	72.00%
393	1%	\$13,023.06	\$136.20						\$13,159.26	97.00%
394	1%	\$45,795.62	\$597.96						\$46,393.58	78.00%
395	1%	\$24,940.41							\$24,940.41	92.00%
396	10%	\$659,076.08	\$40,179.32						\$699,255.40	81.00%
397	2%	\$52,503.84	\$3,588.72						\$56,092.56	31.00%
398	1%	\$9,308.99	\$535.08						\$9,844.07	18.00%
399										
(795)		\$3,578,246.97	\$250,819.42	\$14,760.65		\$1,525.00			\$3,815,830.74	63.00%

ACCUMULATED PROVISION FOR DEPRECIATION - (800) OTHER

Item	Total	Balance Beg. of Year	Accrual +	Original Cost -	Removal Cost -	Salvage +	Other Entries Debit -	Other Entries Credit +	Balance End of Year	% Depr.
(800)	OTHER									0.00%

ACCUMULATED PROVISION FOR DEPRECIATION - (805) TOTALS

Item	Other Totals	Balance Beg. of Year	Accrual +	Original Cost -	Removal Cost -	Salvage +	Other Entries Debit -	Other Entries Credit +	Balance End of Year	% Depr.
(805)	TOTALS	\$13,557,822.50	\$1,297,174.00	\$116,988.43	\$101,644.72	\$46,278.00			\$14,682,641.35	32.00%

Oxford Utilities : 172 P13 ELECTRIC PLANT ACQUISITION ADJUSTMENTS

ELECTRIC PLANT ACQUISITION ADJUSTMENTS (ACCOUNT 114)

Description	Amount
Balance Beginning of Year	
Additions During Year (As Below)	
TOTAL	
Charged to Expense (Account 406) (Page 3, Item 78)	
Other Reductions (Explain Below)	
BALANCE END OF YEAR (PAGE 1, ITEM 4)	

ELECTRIC PLANT PURCHASED THIS YEAR

Description	Plant Information	Plant Information	Total
From Whom Property Acquired (Abbreviate)			
Date Acquired			
Original Cost			
Corrections to Date			
TOTAL ORIGINAL COST			
Depreciation Reserve at Acquisition			
Corrections to Date			
TOTAL DEPRECIATION RESERVE			
Base Contract Purchase Price			
Net Additions			
Acquisition Expense			
Other (Explain Below)			
TOTAL PURCHASE COST			
Acquisition Adjustment (Purchase Cost, Less Original Cost, Net of Depreciation)			

EXPLANATIONS

Give the Method of Amortizing the Acquisition Adjustment & Other Information	
as required:	

CLASSIFICATION OF ELECTRIC PLANT PURCHASED

Acct.	Original Cost	Depreciation Reserve	Net Plant

CLASSIFICATION OF ELECTRIC PLANT SOLD

Acct.	Original Cost	Depreciation Reserve	Net Plant

GAIN OR LOSS ON SALE OF ELECTRIC PLANT

	Description	Amount
Selling Price (Item 130)		
Less Net Plant Sold (As Above)		
Difference		
Less Selling Expense (Item 131)		
Gain or Loss on Sale (Item 129)		

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REPORT FOR THE FISCAL YEAR Oxford Utilities : 172 PAGE 14 ENDED JUNE 30, 2021 P14 INVESTMENTS

INVESTMENTS IN ASSOCIATED COMPANIES

Acct.	Description	Restrict	Balance End of Year (page 1, item 8)	Income (acct. 419, page 16)	Gain or (Loss) on Sales (acct. 419, page 16)
123	Stockholder loan to Central Service Association - Restricted	Yes	\$14,188.29	\$160.21	
			\$14,188.29	\$160.21	

INVESTMENTS OF FUNDS OTHER THAN GENERAL FUNDS

Acct.	Description	Restrict	Balance End of Year (page 15)	Income (acct. 419, page 16)	Gain or (Loss) on Sales (acct. 419, page 16)
128	Unemployment Benefits- Restricted	Yes	\$5,000.00		
			\$5,000.00		

CASH AND TEMPORARY CASH INVESTMENTS - GENERAL FUNDS

Acct.	Description	Restrict	Balance End of Year	Income	Gain or (Loss) on Sales
136					

CASH & SUBTOTAL

Description	Restrict	Balance End of Year (page 1, item 14)	Income	Gain or (Loss) on Sales
Cash (Accounts 131 - 135)		\$7,962,923.38	\$8,875.91	
Total Temporary Cash Investments and Cash		\$7,962,923.38	\$8,875.91	

GRAND TOTAL

Description	Income (acct. 419, page 16)	Gain or (Loss) on Sales
Total	\$9,036.12	

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Oxford Utilities: 172 P15 SPECIAL FUNDS

SPECIAL FUNDS

Description	Acct. 125 Total Sinking Funds (Page 1, Item 9)	Acct. 126 Depreciation Funds (Page 1, Item 10)	Acct. 128 Construction Funds (Page 1, Item 12)	Acct. 128 Total Other Special Funds (Page 1, Item 12)	Total of All Special Funds
Cash Included in Fund End of Year					
Investments in Fund End of Year (Page 14)			\$5,000.00		\$5,000.00
Balance of Fund End of Year (Page 1)			\$5,000.00		\$5,000.00
Authority Creating Fund			State		

MINIMUM BALANCE & EXPLANATION OF BALANCES

Description	Minimum Balance Required	Explanation
Sinking Funds (Acct. No. 125)		
Depreciation Funds (Acct. No. 126)		
Construction Funds (Acct. No. 128)		
Other Funds (Acct. No. 128)		

NON-UTILITY PROPERTY (ACCT. 121)

Property Description	Property Location	Date Acquired	Book Cost	Net Income (Acct. 418 - Page 16)

NON-UTILITY PROPERTY

	Book Cost		
Less Accumulated Provision for Depreciation (Account 122)			
Total Net of Depreciation (Page 1, Item 7)			

Oxford Utilities : 172 P16 OTHER INCOME/RECEIVABLES

OTHER INCOME

Acct.	Description	Amount
415	Revenue from Merchandising, Jobbing, etc.	
416	Cost and Expense of Merchandising, etc.	
417	Income from Nonutility Operations - Net of Expense	
418	Nonoperating Rental Income - Net of Expense (Page 15)	
419	Interest and Dividend Income (Page 14)	\$9,036.12
419.1	Interest Charged to Construction	
421	Miscellaneous Nonoperating Income - Net of Expense	
(845)	TOTAL OTHER INCOME (PAGE 3, ITEM 83)	\$9,036.12

OTHER INCOME - EXPLANATION ACCT. NO. 417 AND 421

Acct. No. 417 Description	417 Amount	Acct. No. 421 Description	421 Amount

MISCELLANEOUS INCOME DEDUCTIONS

Acct.	Description	Amount
425	Miscellaneous Amortization	
426	Miscellaneous Income Deductions	\$9,811.06
(850)	TOTAL MISCELLANEOUS INCOME DEDUCTIONS (PAGE 3, ITEM 85)	\$9,811.06

MISCELLANEOUS INCOME DEDUCTIONS - EXPLANATION ACCT. NO. 425 AND 426

Acct. No. 425 Description	425 Amount	Acct. No. 426 Description	426 Amount
		DONATIONS	\$9,811.06
			\$9,811.06

RECEIVABLES

Acct.	Description	Amount
141	Notes Receivable (Explain on Page 33)	
142	Customer Accounts Receivable	\$3,311,387.66
143	Other Accounts Receivable	\$46.50
146	Accounts Receivable Municipality (footnote if over 30 days past due)	\$202,963.82
	TOTAL	\$3,514,397.98
144	Accumulated Provision for Uncollectible Accounts	
	Accounts Receivable Net of Reserve (Page 1, Item 15)	\$3,514,397.98

AGE OF RECEIVABLES AT JUNE 30

Description	Acct. 141	Acct. 142	Acct. 143	Acct. 146
Accounts with Credit Balances		\$326,233.52		
Due after June 30 (Current)		\$1,342,031.75	\$46.50	\$202,963.82
From 1 to 30 days Past Due		\$2,137,294.79		
From 31 to 60 days Past Due		\$68,344.22		
From 61 to 90 days Past Due		\$38,741.31		
Over 90 days Past Due		\$51,209.11		
TOTALS (As Above)		\$3,311,387.66	\$46.50	\$202,963.82

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Oxford Utilities : 172 P17 CURRENT & ACCRUED ASSETS/DEF. DEBITS

MATERIALS & SUPPLIES

Acct.	Description	Amount
154	Plant Materials and Operating Supplies	\$676,873.54
155	Merchandise	
156	Other Materials and Supplies	
163	Stores Expense Undistributed	
(855)	TOTAL MATERIALS AND SUPPLIES (PAGE 1, ITEM 16)	\$676,873.54

PHYSICAL INVENTORY INFORMATION

Date of Physical Inventory	Over	Short
05-27-2021	\$704.90	

PREPAYMENTS

Acct.	Description	Amount
165	Prepaid Insurance	
165	Prepaid Employee Pension Plan	
165	Prepaid Taxes (Page 29)	
165	Prepaid Rents	
165	Other Prepayments	\$674.29
	Total Prepayments (Page 1, Item 17)	\$674.29

OTHER CURRENT ASSETS

Acct.	Description	Amount
171	Interest and Dividends Receivable	
172	Rents Receivable	\$31,775.45
173	Accrued Utility Revenue	
174	Miscellaneous Current and Accrued Assets	
	TOTAL OTHER CURRENT ASSETS (PAGE 1, ITEM 18)	\$31,775.45

DEFERRED DEBITS

Acct.	Description	Explanation	Amount
181	Unamortized Debt Expense (Page 1, Item 20)		
	Method and Period of Amortization		
186	Deferred Costs on TVA Leases (Page 1, Item 25)		
186	Additions		
186	Removal Costs		
186	Salvage		
186	Accumulated Amortization		
	Total as Above		
186/189	Misc Deferred Debits (Page 1, Item 26)		\$545,347.32
(148)	Receivables from Plant Sales		
	Other Items Total (below)		\$545,347.32
	Total as Above		\$545,347.32

DEFERRED DEBITS - OTHER ITEMS

	Description	Amount
	Other deferred debits:186100 Defered Outlows Related to Pensions	
		\$545,347.32
Other Items Total		\$545,347.32

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Oxford Utilities : 172 P18 CUSTOMER ADVANCES & INSURANCE

CUSTOMER ADVANCES FOR CONSTRUCTION - REFUNDABLE

Acct.	Beginning Balance	Additions	Refunds	Confiscations*	Ending Balance (page	Amount Maturing
					2, item 55)	Next Year
Total						

CONFISCATED ADVANCES

FERC Account Number	Credit Amount

REFUNDABLE CUSTOMER ADVANCES FOR CONSTRUCTION POLICY

Description

NON-REFUNDABLE CONTRIBUTIONS IN AID OF CONSTRUCTION POLICY

Acct.	Credit Amount

NON-REFUNDABLE POLICY

Non-Refundable Contributions

INSURANCE (OPTIONAL)

Property or Contingency Covered	Hazard Insured Against	Amount of Coverage	Notes
Employee Injury	Workers Compensation		1,000,000
Public Liability	Bodily Injury		500,000
Public Liability	Property Damage		2,500,000
Excess Public Liability	Catastrophes		2,000,000
Automobiles and Trucks	Property Damage & Bodily Injury		2,000,000
Buildings and Contents	Property Damage		200,000
Theft and Embezzlement	Crime		
Directors and Officers	Personal Liability		

OTHER (OPTIONAL)

Other Property or Contingency Covered	Other Hazard Type	Amount of Coverage	Notes

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REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2021

Oxford Utilities : 172
P19 BONDS & OTHER LONG-TERM DEBT OVERVIEW (ACCT. NO. 221)

PAGE 19

SUMMARY OF BONDS & OTHER LONG-TERM DEBT (ACCT. NO. 221)

Name of Issue	Date of Issue	Amount of Original Issue	Туре	Purpose

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REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2021

Oxford Utilities: 172 P20 BONDS & OTHER LONG-TERM DEBT OVERVIEW (ACCT. NO. 228)

PAGE 20

SUMMARY OF BONDS & OTHER LONG-TERM DEBT (ACCT. NO. 228)

Name of Issue	Date of Issue	Amount of Original Issue	Туре	Purpose

Oxford Utilities : 172 P21 SUMMARY OF LTD-RUS

SUMMARY OF LONG-TERM DEBT - RUS

Note Number	Date of Note	Int. Rate %	Term of Note	Paid Monthly	Date	Amount of	Balance Due on	Amount Repaid	Amount Repaid	Amount Repaid	Outstanding End
			(YRS)		Repayments Begin	Allotment	Allotment (Acct. 224.2)	This Year - Principal	This Year - Interest	This Year - Deferred	of Year Excluding
										Interest	Cushion of Credit

Oxford Utilities : 172 P22 SUMMARY OF LTD-CFC/COBANK

SUMMARY OF LONG-TERM DEBT - CFC

Note Number	Date of Note	Int. Rate %	Term of Note	Amount of Loan	Unadvanced Loan	Amount Repaid	Amount Repaid	Outstanding End	RUS Loan	RUS Loan
			(YRS)	Approved		This Year for	This Year for	of Year	Supplemented -	Supplemented - %
						Regular Billings -	Regular Billings -		Note Number	
						Principal	Interest			

SUMMARY OF LONG-TERM DEBT - COBANK

Note Number	Date of Note	Int. Rate %	Term of Note	Amount of Loan	Unadvanced Loan	Amount Repaid	Amount Repaid	Outstanding End	RUS Loan	RUS Loan
			(YRS)	Approved		This Year for	This Year for	of Year	Supplemented -	Supplemented - %
						Regular Billings -	Regular Billings -		Note Number	
						Principal	Interest			

SUMMARY OF LONG-TERM DEBT - CFC AND/OR COBANK

Description	Amount of Loan Approved	Unadvanced Loan	Amount Repaid This Year for Regular Billings - Principal	Amount Repaid This Year for Regular Billings - Interest	Outstanding End of Year
(865) TOTAL					

LONG-TERM DEBT - RUS PRINCIPAL DATA

Acct.	Description	Amount
224.1	Long-Term Debt - RUS	
224.2	Unadvanced RUS Allotment - Debit (Page 21)	
224.3	Deferred Interest - RUS	
224.4	Long-Term Debt - RUS - Matured and Deferred	
224.5	Cushion of Credit - RUS - Debit	
	Net Balance Due RUS as Above (Page 2, Item 36)	
	Total Additions to RUS Long-Term Debt This Year (Item 132)	
	Repayments for the Year Excluding Advance Payments (Item 143)	

INTEREST ACCRUED - RUS

Acct.	Description	Amount
237.1	Balance Beginning of Year (Matured)	
237.1	Balance Beginning of Year	
237.1	Accrued During Year (Acct. No. 427.1) (Page 3, Item 87) (Page 26 Summary)	
237.1	Repayments This Year	
237.1	BALANCE END OF YEAR	
237.1	Balance End of Year (Matured) (Page 2, Item 49) (Page 26 Summary)	

LONG-TERM DEBT - CFC PRINCIPAL DATA

Acct.	Description	Amount
223.1	Subscriptions to CFC Capital Term Certificates - Debit	
223.2	Unpaid Subscriptions to CFC Capital Term Certificates - Credit	
223.4	CFC Loan Approved - Unadvanced - Debit (Page 22)	
223.5	Long-Term Debt - CFC Credit	
223.61	Patronage Capital Certificates - Debit	
223.62	Deferred Patronage Dividends - Credit	
	NET CFC ACCOUNT (ACCT. NO. 223) (PAGE 2, ITEM 37)	
	Total Additions to CFC Long-Term Debt This Year (Item 135)	
	Repayments for the Year Excluding Advance Payments (Item 144)	

INTEREST ACCRUED - CFC

Acct.	Description	Amount
237.2	Balance Beginning of Year (Matured)	
237.2	Balance Beginning of Year	
237.2	Accrued During Year (Acct. No. 427.2) (Page 3, Item 88) (Page 26 Summary)	
237.2	Repayments This Year	
237.2	BALANCE END OF YEAR	
237.2	Balance End of Year (Matured) (Page 2, Item 50) (Page 26 Summary)	

LONG-TERM-DEBT - COBANK PRINCIPAL DATA

Acct.	Description	Amount
229.10	Long Term Debt - CoBank - Credit	
229.20	Unadvanced Allotment - CoBank - Debit	
229.30	Subscription to Class "C" Stock - CoBank - Debit	
229.40	Unpaid Subscription to Class "C" Stock - CoBank - Credit	
229.50	Allocated Earnings Receivable - CoBank - Debit	
229.51	Allocated Earnings Deferred - CoBank - Credit	
	NET COBANK ACCOUNT (ACCT. NO. 229) (PAGE 2, ITEM 38)	
	Amount Received on Allotment This Year (Item 136)	
	Repayments This Year (Item 145)	

Oxford Utilities : 172 P23 LONG TERM DEBT

INTEREST ACCRUED - COBANK

Acct.	Description	Amount
237.6	Balance Beginning of Year (Matured)	
237.6	Balance Beginning of Year	
237.6	Accrued During Year (Acct. No. 427.4) (Page 3, Item 89) (Page 26 Summary)	
237.6	Repayments This Year	
237.6	BALANCE END OF YEAR	
237.6	Balance End of Year (Matured) (Page 2, Item 51) (Page 26 Summary)	

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Oxford Utilities : 172 P24 POST RETIREMENT & OTHER DEBT

PRINCIPAL DATA - POST RETIREMENT (ACCT. NO. 228)

Description	Date of Origination	Туре	Balance Beginning of	Increases	Total	Decreases	Balance End of Year
			Year				(Page 2, Item 39.2)
Net Pension Liability	06-30-2020	Post Retirement 228	\$4,492,845.76	\$244,287.00	\$4,737,132.76		\$4,737,132.76
			\$4,492,845.76	\$244,287.00	\$4,737,132.76		\$4,737,132.76

PRINCIPAL DATA - TVA (ACCT. NO. 228)

Description	TVA Approval Date	Туре	Balance Beginning of Year	Additions	Total	Repayments	Balance End of Year (Page 2, Item 39.3)
		TVA 228					

INTEREST ACCRUED - TVA (ACCT. NO. 228)

Description	TVA Approval Date	Туре	Accrued Beginning of Year	Accrued During Year (Page 26, 427.3)	Total	Payments During Year	Balance End of Year (Page 2, Item 52.1)
		TVA 228					

NOTES PAYABLE - PRINCIPAL OTHER (ACCT. NO. 231)

Description	Date of Origination	Туре	Balance Beginning of Year	New Notes Issued During Year	Total	Notes Retired During Year	Balance End of Year (Page 2, Item 45.2)
		Other Notes Payable 231					

NOTES PAYABLE - INTEREST ACCRUED OTHER (ACCT. NO. 231)

Description	Date of Origination	Туре	Accrued Beginning of Year	Accrued During Year (Page 26, Item 92)	Total	Payments During Year	Balance End of Year
		Other Notes Payable 231					

NOTES PAYABLE - PRINCIPAL TVA (ACCT. NO. 231)

Description	Date of Origination	Туре	Balance Beginning of Year	New Notes Issued During Year	Total	Notes Retired During Year	Balance End of Year (Page 2, Item 45.1)
		TVA Notes Payable 231					

Oxford Utilities : 172 P24 POST RETIREMENT & OTHER DEBT

NOTES PAYABLE - INTEREST ACCRUED TVA (ACCT. NO. 231)

Description	Date of Origination	Туре	Accrued Beginning of Year	Accrued During Year (Page 26, Item 90.2)	Total	Payments During Year	Balance End of Year
		TVA Notes Payable 231					

NOTES PAYABLE - PRINCIPAL - TOTAL TVA & OTHER (ACCT. NO. 231)

Balance Beginning of Year	New Notes Issued During Year	Total	Notes Retired During Year	Balance End of Year

NOTES PAYABLE - INTEREST ACCRUED - TOTAL TVA & OTHER (ACCT. NO. 231)

Accrued Beginning of Year	Accrued During Year	Total	Payments During Year	Balance End of Year	

Oxford Utilities : 172 P25 SUMMARY OF BONDS & OTHER LONG-TERM DEBT

PRINCIPAL DATA - BONDS (ACCT. NO. 221)

E	Balance Beginning of Year	Issued During Year (Item 137)	Total	Bonds Retired This Year (Item	Balance End of Year	Include Matured of (239)	Balance Less Matured (221)
				146)		(Item 147)	

PRINCIPAL DATA - OTHER LONG-TERM DEBT (ACCT. NO. 228)

Balance Beginning of Year	Issued During Year (Item 137)	Total	Bonds Retired This Year (Item	Balance End of Year	Include Matured of (239)	Balance Less Matured (221)
			146)		(Item 147)	

PRINCIPAL DATA - TOTAL BOND (ACCT. NO. 221) & OTHER LONG-TERM DEBT (ACCT. NO. 228)

Balance Beginning of Year	Issued During Year (Item 137)	Total	Bonds Retired This Year (Item	Balance End of Year	Include Matured of (239)	Balance Less Matured (221)
			146)		(Item 147)	(Page 2, Item 39.1)

INTEREST ACCRUED - BONDS (ACCT. NO. 221)

Accrued Beginning of Year	Accrued During Year (Page	Total	Payments During Year	Balance End of Year	Include Matured of (240)	Balance Less Matured (237.3)
	26, Item 90.1)				(Item 147)	

INTEREST ACCRUED - OTHER LONG-TERM DEBT (ACCT. NO. 228)

Accrued Beginning of Year	Accrued During Year (Page	Total	Payments During Year	Balance End of Year	Include Matured of (240)	Balance Less Matured (237.3)
	26, Item 90.1)				(Item 147)	

INTEREST ACCRUED - TOTAL BOND (ACCT. NO. 221) & OTHER LONG-TERM DEBT (ACCT. NO. 228)

Accrued Beginning of Year	Accrued During Year (Item 427.3)	Total	Payments During Year	Balance End of Year	Include Matured of (240) (Item 147)	Balance Less Matured (237.3)

SUMMARY OF INTEREST ACCRUED - LONG-TERM DEBT (ACCT. NO. 237)

Page No.	Section Name	Accrued Beginning of	Accrued During Year (Page 26,	Total	Payments During Year	Balance End of Year	Include Matured of (240)	Balance Less Matured (Page
		Year	427.3)					26, 237.3)
24	Interest Accrued - TVA (Acct. No. 228)							
24	Notes Payable - Interest Accrued Other (Acct. No. 231)							
24	Notes Payable - Interest Accrued TVA (Acct. No. 231)							
25	Interest Accrued - Bonds (Acct. No. 221)							
25	Interest Accrued - Other Long-Term Debt (Acct. No. 228)							

Oxford Utilities : 172 P26 NOTES PAYABLE/ACCOUNTS PAYABLE

NOTES PAYABLE

Acct.	Principal Data	Amount	Acct.	Interest Accrued	Amount
231	Balance Beginning of Year		431	Accrued Beginning of Year	
231	New Notes Issued During Year		431	Accrued During Year (as below)	
231	TOTAL		431	TOTAL	
231	Notes Retired During Year		431	Payments During Year	
231	BALANCE END OF YEAR		431	BALANCE END OF YEAR (as below)	
231	Portion of Balance TVA (Page 2, Item 45.1)				
231	Portion of Balance Non-TVA (Page 2, Item 45.2)				

CUSTOMER DEPOSITS

Acct.	Description	Amount
235	Balance Accrued Interest on Customer Deposits End of Year	\$589,816.09
235	Balance Customer Deposits End of Year	\$2,455,487.84
235	Total Customer Deposits (Page 2, Item 47)	\$3,045,303.93

SUMMARY OF ACCRUED INTEREST & INTEREST EXPENSE - BALANCE SHEET

Acct.	Description	From Page No.	Acct.	Page No.	Item	Accrued End Of Year
221	Bonds	25	237.3	2	52.2	
223	CFC	23	237.2	2	50	
224	RUS	23	237.1	2	49	
229	CoBank	23	237.6	2	51	
228	TVA Long Term	24	237.3	2	52.1	
228	Other Long Term	25	237.3	2	52.2	
231	TVA Notes Payable	24	237.5	2	52.1	
231	Other Notes Payable	24	237.5	2	52.2	
	Delinquent Taxes		237.5	2	52.2	
	Total Interest Accrued End of Year					
	Total Item 49 (Page 2)					
	Total Item 50 (Page 2)					
	Total Item 51 (Page 2)					
	Total Item 52.1 (Page 2)					
	Total Item 52.2 (Page 2)					

SUMMARY OF ACCRUED INTEREST & INTEREST EXPENSE - EXPENSE FOR YEAR

Acct.	Description	From Page No.	Acct.	Page No.	Item	Expense For Year
221	Bonds	25	427.3	3	90.1	
223	CFC	23	427.2	3	88	
224	RUS	23	427.1	3	87	
229	CoBank	23	427.4	3	89	
228	TVA Long Term	24	427.3	3	90.2	
228	Other Long Term	25	427.3	3	90.1	
231	TVA Notes Payable	24	431	3	90.2	
231	Other Notes Payable	24	431	3	92	
235	Customer Deposits		431	3	92	\$32,294.42
	Delinquent Taxes		431	3	92	
	Net Expense for Year					\$32,294.42
	Total Item 87 (Page 3)					
	Total Item 88 (Page 3)					
	Total Item 89 (Page 3)					
	Total Item 90.1 (Page 3)					
	Total Item 90.2 (Page 3)					
	Total Item 92 (Page 3)					\$32,294.42

Oxford Utilities : 172 P26 NOTES PAYABLE/ACCOUNTS PAYABLE

ACCOUNTS PAYABLE

Acct.	Description	Amount
232	Accounts Payable - General	\$5,920,103.72
232	Accrued Purchased Power	
233	Accounts Payable - Special Construction	
234	Payable to Municipal - Utility Revenue	
234	Other Payables to Municipality	\$0.00
	Total Accounts Payable - General (Page 2, Item 46)	\$5,920,103.72

OTHER CURRENT & ACCRUED LIABILITIES

Acct.	Description	Amount
239	Matured Long-Term Debt (Pages 23 & 25)	
240	Matured Interest (Pages 23 & 25)	
241	Tax Collections Payable	\$84.27
242	Miscellaneous - Accrued Insurance	
242	Miscellaneous - Employee's Accrued Leave	\$122,725.42
242	Miscellaneous - Other	\$24,850.97
	TOTAL OTHER CURRENT AND ACCRUED LIABILITIES (Page 2, Item 53)	\$147,660.66

OTHER DEFERRED CREDITS - OTHER

Acct.	Description	Amount
2531	Plus One Contributions	\$34,523.04
		\$34,523.04

OTHER DEFERRED CREDITS

Acct.	Description	Amount
253	Other Items (from above)	\$34,523.04
253	Payables for Plant Purchases (Item 149)	
253	TOTAL OTHER DEFERRED CREDITS (Page 2, Item 56)	\$34,523.04

.

Oxford Utilities : 172 P27 PAYMENTS AD VALOREM/TAX EQUIVALENT

PAYMENTS OF AD VALOREM TAXES OR TAX EQUIVALENTS - STATES

To Whom Paid	Period Covered From	Period Covered To	Amount
			\$0.00
			\$0.00

PAYMENTS OF AD VALOREM TAXES OR TAX EQUIVALENTS - COUNTIES

To Whom Paid	Period Covered From	Period Covered To	Amount

PAYMENTS OF AD VALOREM TAXES OR TAX EQUIVALENTS - CITIES

To Whom Paid	Period Covered From	Period Covered To	Amount
Oxford	07-01-2020	06-30-2021	\$965,000.04
			\$965,000.04

PAYMENTS OF AD VALOREM TAXES OR TAX EQUIVALENTS - TOTALS

		Amount
TOTAL		\$965,000.04

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Oxford Utilities : 172 P28 COMPUTATION AD VALOREM/TAX EQUIVALENT

BASIS FOR COMPUTATION OF ACCRUAL FOR AD VALOREM PROPERTY TAX OR TAX EQUIVALENT

TAX OR TAX EQUIVALENT

Period Begin Date	Period End Date	District	TN. Equalization Ratio	State Assessment	Tax Assessment or	Rate per \$100	Tax or Equivalent for	Amount Applicable for
				Ratio	Valuation		Tax Period	Fiscal Year
		Oxford Electric						
		Department has a	0.0000	0.0000		0.0000		\$965,000.04
		special						
		agreement with the	0.0000	0.0000		0.0000		
		City of Oxford to pay	0.0000	0.0000		0.0000		
		\$965,000 annually						
		beginning October	0.0000	0.0000		0.0000		
		2013.						
			0.0000	0.0000		0.0000		
			0.0000	0.0000		0.0000		
			0.0000	0.0000		0.0000		
								\$965,000.04

Oxford Utilities : 172 P29 TAXES

PREPAID TAXES

Taxing Jurisdiction	% of Gross Revenue	Balance Beg. of Year	Payments	Period Covered From	Period Covered To	Writeoff-Acct. No.	Writeoff-Amount (add	Balance End of Year
							below)	(page 17)

ACCRUED TAXES

Acct.	Kind of Tax	Balance Beg. Of Year	Payments	Tax Expense Account 408	Transferred	Balance End of Year Account 236 (page 2, item 48)
408.1	Property	\$0.00	\$965,000.04	\$965,000.04		\$0.00
408.2	U.S. Social Security - Unemployment					
408.3	U.S. Social Security - FICA	\$16,756.20	\$143,599.40	\$69,086.95	\$67,887.32	\$10,131.07
408.4	State Social Security - Unemployment					
408.5	Gross Receipts - State					
408.6	Income - State					
408.7	Other (list below)					
(880)	TOTAL	\$16,756.20	\$1,108,599.44	\$1,034,086.99	\$67,887.32	\$10,131.07
(885)	Tax Expense from the Writeoff of Prepaid Privilege Taxes (as above)					
(890)	Total Tax Expense for the Year (Page 3, Item 79)			\$1,034,086.99		

ACCRUED TAXES - OTHER

Acct.	Kind of Tax	Balance Beg of Year	Payments	Tax Expense Account 408	Transferred	Balance End of Year
408.7						

Oxford Utilities : 172 P30 GENERAL INFORMATION

GENERAL INFORMATION

No.	Question	Answer
1.	Give the form of management of electric system. (Power Board, Mayor and council, etc.)	Mayor and Alderman
2.	Does management exercise control over any other departments or lines of business? If yes, list in Table A - Joint Operations.	
3a.	Give the statutes under which the electric system was created.	Sections 3145, 3419, and 3420 of the Mississippi Code of 1972, Annotated
3b.	Give the statutes under which the electric system is currently operating if different from the above.	
4a.	What Billing Service Provider is used to bill customer accounts?	Central Service Assoc. (CSA)
4b.	List in-house program or Other Vendor if applicable.	
4c.	During the fiscal year, was the billing system upgraded to a new version or converted to a new provider/program?	No
4d.	If upgraded, what is the new version?	
5.	SERVICE PRACTICE POLICIES (SPPs) - DEPOSITS:	
5a.	Are customer deposit amounts determined prior to establishment of service less than or equal to twice the highest monthly bill for each respective rate class?	Yes
5b.	Do deposits that are greater than one month's average bill for each respective rate class and retained longer than 12 months accrue interest?	Yes
5c.	Is the applicable interest rate in the LPC's policy consistent with the interest rate being applied to deposits?	Yes
5d.	When a deposit is applied to the final bill upon termination of service or the customer deposit is returned, is the interest amount applied to the deposit prorated depending on timing of the action?	Yes
6.	SERVICE PRACTICE POLICIES (SPPs) - TERMINATION OF SERVICE:	
6a.	Is sufficient and reasonable notice provided to customers prior to any disconnection of service?	Yes
	(1) Is the notification separate from the original bill for which service is being disconnected?	Yes
	(2) Does the notification inform the customer of rights and remedies regarding billing disputes?	Yes
6b.	Does the LPC adhere to its policy regarding termination of service in times of extreme weather?	Yes
6c.	Does the LPC adhere to its policy regarding termination of service in cases of documented medical hardship?	Yes
7.	SERVICE PRACTICE POLICIES (SPPs) - BILLING:	
7a.	Are residential customers afforded a net payment period of at least 15 days between the bill date and due date?	Yes
7b.	Are non-residential customers afforded a net payment period of at least 10 days between the bill date and the due date?	Yes
7c.	Are forfeited discounts or late payment charges for a delinquent balance less than or equal to 5%?	Yes
8.	SERVICE PRACTICE POLICIES (SPPs) - INFORMATION TO CONSUMERS:	
8a.	Are customers reasonably informed about rates and service practice policies by making such information available:	
	(1) Upon application for service?	Yes
	(2) At any time upon request?	Yes
	(3) On the LPC's website or other technological means of communications?	Yes
8b.	Are all retail rate actions initiated by the LPC communicated to customers through print or electronic media?	Yes
8c.	Is a customer's prior 12 months monthly consumption information available upon request?	Yes
9.	The cost of a coop membership certificate is:	
10.	EXTERNAL AUDIT INFORMATION:	
10a.	Give the name of the audit firm conducting this year's audit:	Alexander Thompson Arnold, PLLC
10b.	How long has the audit firm been conducting the audit:	6-10 years
10c.	Latest issued external audit report for fiscal year:	2020
10d.	Type of opinion of latest issued external audit report:	Unqualified with no findings

Oxford Utilities : 172 P31 GENERAL INFORMATION (CONTINUED)

TABLE A - JOINT OPERATIONS

Service	Joint Ops	Date of Approved JCS
General	No	
Sanitation	Yes	
Wastewtr	Yes	
Water	Yes	

TABLE B - GOVERNING BOARD

Directors or Members Name	Principal Occupation	Term Expires	Amount Paid* - Fees	Amount Paid* - Travel
Mayor, Robyn Tannehill	Business	06-30-2021	\$12,750.00	
Alderman- Kesha Howell Atkinson	Teacher	06-30-2021	\$2,775.00	
Alderman- Preston Taylor	Retired	06-30-2021	\$2,775.00	
Alderman- Mark Huelse	Business	06-30-2021	\$2,775.00	
Alderman- Dr. Janice Antonow	Retired	06-30-2021	\$2,775.00	
Alderman- Rick Addy	Professional Photographer	06-30-2021	\$2,775.00	
Alderman- Jason Bailey	Property Management	06-30-2021	\$2,775.00	
Alderman- John Morgan	Sales Manager	06-30-2021	\$2,775.00	
			\$32,175.00	

METHOD OF DETERMINING AMOUNTS PAID TO GOVERNING BOARD MEMBERS

Description	
Fifteen percent of Mayor and Board of Aldermen	

TABLE C - LIST INTERDIVISIONAL LOAN INFORMATION

Account Number	Purpose of Loan	Original Loan Amount	Current Balance	Date of TVA Approval

TABLE D - LIST LINE OF CREDIT

Total Amount	Available Amount	Repayment Terms (Principal and Interest)	Interest Rate %

Oxford Utilities : 172 P32 GENERAL INFORMATION (CONTINUED)

MISCELLANEOUS GENERAL EXPENSE (OPTIONAL)

Acct. 930	Expense Description	Expense Amount
	City Salaries	\$32,175.00
	American Public Power Dues	\$13,479.58
	Tennessee Valley Public Power Dues	\$4,102.74
	Arthur J Gallagher	\$6.00
	Power Play Scholarship Association	\$1,100.00
	Stegall Notary Service	\$108.00
TOTAL		\$50,971.32

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REPORT FOR THE FISCAL YEAR Oxford Utilities : 172 PAGE 33 ENDED JUNE 30, 2021 P33 FOOTNOTES

General Footnotes

Footnote

Line of Credit- Oxford Utilities does not have a Line of Credit.

Non-Electric Loans- Oxford Utilities does not have any outstanding loans to any other entity.

Future Capital- Oxford Utilities plans to continue overhead to underground relocations and distribution improvements throughout the coming Fiscal Years. The total for these expenditures is estimated to be \$2,354,000 and will be paid for through cash reserves.

There is a clear separation of Electric System revenues, expenses and assets and liabilities in Oxford Utilities' accounting records.

P1 Balance Sheet - Assets & Other Debits

Field	Value	Footnote
Clearing accounts	(\$114,050.94)	Clearing Accounts have a negative balance due to the timing of Oxford's June 2021 payroll. The payroll for June 2021 was accrued in the clearing account but did not get paid until July 1, 2021.
Total	\$431,296.38	Total increased due to Other Deferred Debits increasing due to the PERS GASB 68 Fiscal Year 2021 entry.

P2 Balance Sheet - Liabilities & Other Credits

Field	Value	Footnote	
Total	\$34,523.04	Other Deferred Credits decreased due to the PERS	
Total	 	GASB Fiscal Year 2021 entry.	

P3 Revenue & Expense Statement

Footnote	Value	Field
Other Income decreased due to a lower interest rate		
being paid by First National Bank on the checking	\$9,036.12	Other income
accounts.		

P5 Operating & Maintenance Expense I

Footnote	Value	Field
Account 580 (Operation Supervision & Engineering)-		
decreased during Fiscal Year 2021 due to Engineering	\$80,019.03	Supervision and engineering
Department being short staffed during the year.		
Account 586 (Operations Meter Expense)- decreased		
due to the completion of installing AMI meters	\$83,312.09	Meter expense
throughout the service area.		
Item 605 (Total Distribution Operating Expense)-		
decreased due to lower expenses during Fiscal Year	\$439,126.19	Total distribution operating expense (page 3, item 67)
2021.		
Account 904 (Operations Uncollectible Accounts)-		
increased due to catching up on bad debt write offs	\$44,892.51	Uncollected accounts
during Fiscal Year 2021.		
Item 610 (Total Customer Accounts Expense)-		
increased due to more bad debit write offs during	\$328,410.83	Total customer accounts expense (page 3, item 68)
Fiscal Year 2021.		
Item 615 (Total Customer Services and Informational	454 705 00	Total customer service and informational expense
Expense)- increased due to payroll expense during	\$54,785.30	(page 3, item 69)
Fiscal Year 2021.		
Item 620 (Total Sales Expense)- increased due to	607.111.00	T-1-11
paying the Chamber of Commerce dues in Fiscal Year 2021.	\$87,111.00	Total sales expense (page 3, item 70)

P6 Operating & Maintenance Expense II

Field	Value	Footnote
Total administrative & general expense (Page 3, item 71)	\$597,495.14	Item 625 (Total Administrative and General Expense)- decreased due to the PERS GASB 68 Fiscal Year 2021 entry.
Maintenance of overhead lines	\$294,132.87	Account 593 (Maintenance of Overhead Lines)- increased during Fiscal Year 2021 due to right-of-way clearing.
Street lighting & signal systems	\$212,914.87	Account 596 (Maintenance-Street Lighting and Signal Systems)- increased due to installing LED lights during Fiscal Year 2021.
Maintenance of Miscellaneous distribution plant	\$116,296.93	Account 598 (Maintenance of Miscellaneous Distribution Plant)- increased due to installing LED security lights during Fiscal Year 2021.
Total distribution Maintenance expense (Page 3, Item 74)	\$727,690.31	Item 640 (Total Distribution Maintenance Expense)- increased due to maintaining power distribution lines and services.

P8 Modified Street Lighting

Field	Value	Footnote
Modified street lighting	S1 407 67	Cost of Lamps and Glassware exceeds the allowance due to Oxford Utilities installing LED lights.

P9 Electric Plant I

Footnote	Value	Field
Account 361 (Structures and Improvements)- additions increased due to the Conference Center Substation 13 kV regulator bays and 161 kV breaker	\$179,342.54	Structures and improvements
additions.		

P10 Electric Plant II

Footnote	Value	Field
Account 107 (Construction Work in Progress)-		
increased due to increased work orders during Fiscal	\$133,458.46	Construction Work in Progress
Year 2021 for installation of electric services.		
Account 107 (Construction Work in Progress)-		
increased due to increased work orders for	\$491,071.36	Construction Work in Progress
installation of electric services.		
Item 775 (Total Other Electric Plant)- increased due to		
increased work orders during Fiscal Year 2021 for	\$133,458.46	TOTAL OTHER ELECTRIC PLANT
installation of electric services.		

P11 Accumulated Depreciation

Field	Value	Footnote
365	(\$1,499.92)	Account 365 (Overhead Conductors and Devices)- negative depreciation due to converting overhead lines to underground service during Fiscal Year 2021. Oxford Utilities is converting as many overhead lines to underground services as possible to cut down on maintenance and power outages.

P14 Investments

Footnote	Value	Field
Unemployment Benefits- is a restricted amount set by		
the State to be used if needed for unemployment	Unemployment Benefits- Restricted	Investments of Funds Other Than General Funds
benefits.		
Unemployment Benefits is money restricted to cover		
unemployment benefits as determined by the State of	\$5,000.00	Investments of Funds Other Than General Funds Total
Mississippi.		

- / - -

PAGE 33

REPORT FOR THE FISCAL YEAR Oxford Utilities : 172 PAGE 33 ENDED JUNE 30, 2021 P33 FOOTNOTES

P16 Other Income/Receivables

Field	Value	Footnote
Omiscellaneous Income Deductions - Explanation Acct. No. 425 And 426	DONATIONS	Work done by Oxford Utilities for other City of Oxford Departments.
Miscellaneous income deductions Total	\$9,811.06	Account 426100 (Donations)- is work done by Oxford Utilities for other City of Oxford Departments throughout Fiscal Year 2021.
Accounts with credit balances	\$326,233.52	Account 142- Accounts with credit balances are accounts that have pending payments and/or customer refunds waiting to be processed.
Over 90 days past due	\$51,209.11	Account 142- Accounts over 90 days past due include accounts that will be written off to bad debt in Fiscal Year 2022.

P35 Adjustments

Footnote	Value	Field
Total of adjustments to Account 216 (Retained		
Earnings) per recommended entries from Auditors	s) per recommended entries from Auditors (\$32,520.04)	
and TVA.		

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Oxford Utilities: 172 P34 KEY PERSONNEL

KEY ELECTRIC PERSONNEL

Name	Job Title	Percentage Charged to Electric
ABEL, MARGARET	OFFICE MANAGER	75.00%
ANDERSON,CHRIS	LINEMAN APPRENTICE CLASS 4	100.00%
BISHOP,TRINA	ACCOUNTING MANAGER	90.00%
BLACK,SCOTT	JOURNEYMAN LINEMAN	100.00%
CARWILE,CHASITY	ACCOUNTANT	90.00%
DEPRIEST,KRISTIE	CUSTOMER SERVICE DIRECTOR	75.00%
EVANS,KANTRESS	CASHIER	50.00%
FIKES,DEL	JOURNEYMAN LINEMAN	100.00%
HANKS,BENJIE	OPERATION SUPERINTENDENT	100.00%
HERVEY,BOBBY	RIGHT-OF-WAY FOREMAN/LINEMAN	100.00%
HUDSON,BRIAN	ELECTRICAL ENGINEER	100.00%
KILLEN,SUSAN	CASHIER	50.00%
MCCORMICK, LESLIE	BILLING SUPERVISOR	50.00%
MCCOY, BRAD	APPRENTICE LINEMAN	100.00%
MOORE,JOSEPH	INVENTORY CONTROL MANAGER	100.00%
MCCULLOUGH,MIDDLETON	METER READER	50.00%
NEELY,ROBERT M III	SUPERINTENDENT	100.00%
PIERCE,THOMAS	SERVICE DEPARTMENT SUPERVISOR	50.00%
SHEPHERD,PATRICK	JOURNEYMAN LINEMAN	100.00%
SLATE,EDDIE	METER READER	50.00%
SMITH,CHRIS	METER READER	50.00%
THOMPSON,LAVERNE	CASHIER	50.00%
ARMSTRONG,KYLA	CASHIER	50.00%
BRIDGMAN,ANDREW	APPRENTICE LINEMAN STEP 2	100.00%
RUSSELL,RANDALL SHANE	SERVICEMAN	100.00%
BAKER, WILLIAM	ENGINEEERING TECHNICIAN	100.00%
KEITH,ADAM	APPRENTICE LINEMAN STEP 1	100.00%
MOORE,SETH	APPRENTICE LINEMAN STEP 3	100.00%
WARREN,STONE	RIGHT OF WAY GROUNDMAN	100.00%

NUMBER OF EQUIVALENT FULL-TIME EMPLOYEES

Item	Description	
(895)	TOTAL NUMBER OF EQUIVALENT FULL-TIME ELECTRIC EMPLOYEES	24

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REPORT FOR THE FISCAL YEAR Oxford Utilities : 172
ENDED JUNE 30, 2021 P35 ADJUSTMENTS

RETAINED EARNINGS ADJUSTMENTS

Acct.	Description	Reason	Amount
216	Entry to correct account 401926-Employee Pensions & Benefits due to water/sewer information improperly included in last year's financial statements.	Auditor entry to correct the balance in account 401926 due to equity for water/sewer information.	(\$38,205.00)
216	Entry to correct account 146-Accounts Receivable Water, Sewer & Sanitation	TVA suggested entry to correct the balance of account 146000 due to an old bad debt adjustment.	\$46,617.08
216	Entry to correct account 108365-Accrued Depreciation Overhead Conductors balance.	Auditor entry to correct the balance of account 108365 due to overhead services being installed underground.	(\$40,932.12)
Total			(\$32,520.04)

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PAGE 35

Oxford Utilities: 172 P36 POLE INFORMATION

POLE INFORMATION

Description	Answer
1. Number of Poles in Acct 364:	2,895
2. Customers Per Mile:	87.87
3. Comments:	
4. Average Number of Attaching Parties	3.00
5. Select Source	TVA Template - Probability
6. Pole Height (FT)	\$37.50
7. Discount Factor for Cross Arms and Other Appurtenances	15.00%
8. Net Current Deferred Operating Income Taxes, if any	
9. Net Noncurrent Deferred Operating Income Taxes, if any	

ATTACHING ENTITY INFORMATION

Attaching Entity	Is This a Joint Use Agreement?	Term of Current Contract	Currently in Evergreen Renewal?	Early Termination Provision?	Early Termination Details	Beginning Date	Ending Date	Attacher Type	Current Rental Rate	Rate Escalation Method
AT&T	Yes	Joint Use Agreement. Evergreen. Renews year to year.		Yes	Can be terminated by either party with 6 month notice in writing.					
MaxxSouth Broadband	No	10 year contract		Yes	May be terminated by either party with a 6 month written notice.	02-01-2018	02-01-2028			TVA Pole Attachment Template

FUNCTIONAL ACCOUNTING (COOPERATIVES FOLLOWING FUNCTIONAL ACCOUNTING ONLY)

Description	Amount
A. Tax Amount Transferred (Page 29, Property Tax Transferred)	
B. Administrative & General Accounts (Acct. No. 920 thru 931)	
C. Maintenance of General Plant (Acct. No. 935)	
D. Maintenance of Overhead Lines (Acct. No. 593)	
E. All Other Accounts Used in Functional Accounting	
F. Total Taxes Transferred (total B through E)	
G. Verification (A minus F should be \$0)	



Jeff McCutchen

Chief of Police
jmccutchen@oxfordpolice.net

Sheridan Maiden

Deputy Chief smaiden@oxfordpolice.net September 21, 2021

Jennifer Symoun

toXcel

Law Enforcement Phlebotomy Program Implementation Support Coordinator
(under contract to NHTSA)
7140 Heritage Village Plaza
Gainesville, VA 20155

Dear Jennifer:

The Oxford, Mississippi, Police Department agrees to follow the requirements for receiving \$40,000 for reimbursable expenses to support implementing a law enforcement phlebotomy program through the NHTSA Law Enforcement Phlebotomy Program Implementation Support project. We will provide monthly reports using the required template by the 10th of each month following the reporting period and will participate in quarterly phone calls to discuss efforts toward implementing a law enforcement phlebotomy program in Oxford. Invoices for reimbursement of expenditures will be submitted to you on a monthly basis when expenses are incurred. We understand that information and lessons learned captured from our efforts may be included in the project final report and we will have the opportunity to review the report prior to its publishing by NHTSA.

We are committed to this effort and able to allocate the time and resources required to receive funding assistance.

Our primary point of contact for this effort is:
Rob Banks and Kim Richardson
Oxford Police Department
715 Molly Barr Road
Oxford, Mississippi 38655
662-897-2795 or 601-540-6422
MississippiTIDE@oxfordpolice.net

Sincerely,

Jeff McCutchen Chief of Police September 21, 2021

IM:kr

Oxford Police Department 715 Molly Barr Rd. Oxford, MS 38655

Phone: (662) 232-2400 Fax: (662) 232-2314

toXcel

7140 Heritage Village Plaza Gainesville, VA 20155

Phone: (703) 754-0248 Fax: (703) 310-6950

September 8, 2021

Rob Banks and Kim Richardson Oxford Police Department 715 Molly Barr Road Oxford, MS 38655

RE: Law Enforcement Phlebotomy Program Implementation Support Funding Recipient Selection/Memorandum of Understanding under NHTSA Contract DTNH2217D00040/693JJ920F000173

Dear Mr. Banks and Ms. Richardson:

Thank you for applying for the National Highway Traffic Safety Administration (NHTSA) Law Enforcement Phlebotomy Program Support funding opportunity. Upon review of your application, the Oxford Police Department has been selected to receive \$40,000 to be used for activities related to initiating a law enforcement phlebotomy program within the department.

Toxcel LLC is managing this effort under contract to NHTSA (Contract DTNH2217D00040/693JJ920F000173). Jennifer Davidson is serving as the NHTSA Task Order Manager and Jennifer Symoun is the Toxcel Project Manager. All communication for this project will go through Toxcel and Toxcel will handle all funding distribution.

Please review the attached information and return a signed letter of commitment (template attached) to me (jennifer.symoun@toxcel.com) by September 22, 2021. Once signed we can begin reimbursing expenses related to this effort. The attached information outlines directions for submitting invoices for reimbursement and monthly and quarterly reporting requirements.

I am excited to work with you to help implement a law enforcement phlebotomy program in Oxford! Please do not hesitate to contact me if you have any questions.

Sincerely,

Jennifer Symoun

Vice President, Engineering and Behavioral Sciences

Toxcel LLC

703-754-0248 x8208

jennifer.symoun@toxcel.com

Background

A Law Enforcement Phlebotomy (LEP) program is a proven strategy to mitigate the time and cost issues associated with drawing blood from drivers suspected of driving while impaired (DWI). Law enforcement officers with specialized training can draw blood for investigative purposes in impaired driving cases. While in most cases a warrant is still required to draw blood, an LEP program eliminates the need for a suspect to be transported to a hospital or other facility to obtain a blood sample, reducing chain of custody concerns, and allowing officers to return more quickly to service after an impaired driving arrest. Agencies that have implemented LEP programs have recognized significant cost savings. For example, the Utah Highway Patrol completed a cost comparison between using vendors or trooper phlebotomists and determined they saved nearly \$30,000 in the first year of their LEP program.

NHTSA's Law Enforcement Phlebotomy Toolkit provides more details about LEP programs (https://www.nhtsa.gov/sites/nhtsa.dot.gov/files/documents/14222-phlebotomy_toolkit_final-032819-v1a_tag_0.pdf).

Objective

The objective of this effort is to provide selected agencies/organizations with funding to facilitate the development of new law enforcement phlebotomy programs and the improvement of existing programs. Through the collection of progress reports and discussions with agency contacts, NHTSA will be able to gather additional successful practices, challenges, and mitigation strategies beyond what is already included in the Law Enforcement Phlebotomy Toolkit. This information can be used to continuously support and enhance law enforcement phlebotomy programs in the United States and ultimately assist in increasing impaired driving convictions and reducing the prevalence of impaired driving.

Implementation Support Processes and Procedures Eligible Expenses

The funding received through this effort is eligible to be used for items such as training tuition, textbooks, or other items required for training; travel related to training purchase of phlebotomy supplies and equipment; and miscellaneous office expenses such as photocopies, printing, etc. Funding cannot be used to pay for salary or overtime pay or for the purchase of depreciable assets such as vehicles.

All travel must meet Federal Travel Regulation requirements (https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation-ftr). Highlights of these requirements include: If not travelling by vehicle, travel must occur using coach-class service of a common carrier (i.e., air or rail). All air travel must use a "U.S. flag" air carrier service. Travel costs for hotels, meals, and incidentals must be within Federal Government per diem rates (see https://www.gsa.gov/travel/plan-book/per-diem-rates). Mileage can be reimbursed if travel related to this effort occurs using a personal vehicle (see https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates for mileage reimbursement rates).

Reporting

A monthly report template is attached with fields for describing activities completed the previous month and planned for the upcoming month, any challenges faced and mitigation strategies, lessons learned, and successes. Monthly reports will be due the 10th of each month (or the closest date prior if the 10th falls on a weekend) beginning after receipt of the signed letter of commitment. Monthly reports should cover the previous month and are required even when you do not have any expenditures for a month. You will receive an email reminder about the upcoming monthly report due date on the 5th of each

month (or the closest date prior if the 5th falls on a weekend).

We will also hold quarterly calls to discuss how the funding is being used, challenges, successes, and lessons learned. You will be contacted by a member of the Toxcel Team several weeks prior to the end of each calendar quarter to schedule a time for a one hour call. If you have specific needs or concerns that you'd like to discuss during the call it will be helpful to know in advance so that we can ensure that a subject matter expert is available to attend the call.

The information gathered from the monthly reports and quarterly calls will be used in the development of a project report summarizing how agencies used the funding to improve existing law enforcement phlebotomy programs or begin new programs. You will have the opportunity to review and provide input to the report before it is published by NHTSA.

Invoicing

Funding will be distributed in the form of reimbursement upon receipt of invoices. Invoices should be submitted monthly (if expenses are incurred in that month) with the monthly report and must be accompanied by receipts or other proof of how the funding was spent. Invoices will be paid within 30 days of receipt of the invoice and monthly report and can be paid by check or electronic funds transfer. Invoices must include the following information:

- Business name and address
- Contract number (DTNH2217D00040/693JJ920F000173)
- Invoice number
- Award value
- Line detail of expenses to be reimbursed, including quantity, cost per unit, and total amount
- Receipts for purchased items/travel
- Total cost for the current invoice
- Total invoiced to date
- Amount remaining
- Electronic Funds Transfer (EFT) information (if applicable, not required if payment by check is preferred)

Budget Updates

Toxcel is in receipt of the detailed budget that you submitted on September 2, 2021. If you need to make any updates, such as revising expected expenditures or anticipated schedule, please send Toxcel a revised budget once these changes are made. The total budget amount must remain within \$40,000.

Timeframe

Implementation support will begin immediately upon receipt of the signed attached letter of commitment. Toxcel's contract with NHTSA ends on September 24, 2022; therefore all invoices must be received by this date.



September 10, 2021

Chief Jeff McCutchen Chief of Police City of Oxford Police Department 715 Molly Barr Road Oxford, MS 38655

AUTHORIZED OFFICIAL: Chief Jeff McCutchen PRIMARY POINT OF CONTACT: FISCAL POINT OF CONTACT:

Re: NOTICE OF AWARD/ACTION NEEDED

GRANT PROGRAM: Victims of Crime Act (VOCA)

The Office Against Interpersonal Violence is pleased to provide this notice that your application has been selected for funding. Your subgrant award has been approved as follows:

Grant Program: Victims of Crime Act (VOCA)

Federal Amount: \$57,967.87 **Required Match**: \$14,491.97

Total Approved Project Budget: \$72,459.83

All subgrant awards will be effective October 1, 2021, through September 30, 2022. The signing authority designated in your application should expect to receive the subgrant agreement for execution via DocuSign within the next several weeks.

Should OAIV not receive any of the requested information by the deadline stated below, OAIV will take this lack of action/responsiveness as a refusal of the award. All information must be submitted to the appropriate grant administrator through email.

The following updated/corrected information must be submitted to me no later than ten (10) calendar days from the date of this correspondence.

- 570 East Woodrow Wilson Post Office Box 1700 Jackson, MS 39215-1700
 - 601-576-8090
 1-866-HLTHY4U www.HealthyMS.com
 - Equal Opportunity in Employment/Services

DUE TO THE PANDEMIC, ALL MATCH REQUIREMENTS WILL BE WAIVED FOR VOCA AND VAWA SUB-GRANTEES FOR AWARDS EFFECTIVE OCTOBER 1, 2021, THROUGH SEPTEMBER 30, 2022. PLEASE COMPLETE AND RETURN YOUR LETTER REQUESTING THE MATCH WAIVER WITHIN 10 CALENDAR DAYS FROM THE DATE OF THIS CORRESPONDENCE.

If you have any questions, please contact me at <u>cerissa.eubanks@msdh.ms.gov or 601-206-1548</u>. We look forward to working with your organization.

Sincerely,

DocuSigned by:

Curissa Eubanks

Cerissa Eubanks VOCA Administrator

OXFORD POLICE DEPARTMENT

Chief of Police

Chief Jeff McCutchen

SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT

In accordance with City of Oxford Municipal Code, 2008-12, The City of Oxford Police Department does hereby grant the petitioner, permission to hold speaking event on the following date(s), time(s), and location:

102-640. - Fees.

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

Name of Applicant: Special Olympics Law Enforcement Torch Run

Address: 170 Porter Ave., Biloxi, MS 39530

Telephone: 228-435-6197

Name of Organization: Special Olympics MS

Address: 170 Porter Ave., Biloxi, MS 39530

Telephone: 228-435-6197

Organization Director: Sgt. Thomas Snyder

Email: tsnyder@biloxi.ms.us

On Site Contact Person: Name: Sgt. T. Snyder Telephone: 228-234-5891

Requested Date(s): 18 Oct 21

Requested Time(s): 10:30 am

Requested Location(s): Town Square to the entrance of the University of Mississippi

Campus

Type of Event: 1030		
Designation of any Public Facilities	s and / or Equipment to be utilized.	•
Detailed Route Information, Start to University Ave to	o Finish: Courthouse Square to Ui	niversity Ave.
Spacing Intervals to be maintained None	between units of such parade or as	ssembly:
Area/Width of Street, Sidewalk, or I Number of Participants and/or vehi	· · · · · · · · · · · · · · · · · · ·	epected
Number of expected Spectators: 50		
Assembly Point and time of Particip	pants: Courthouse Square 10:00	
Description of any type of recording devices to be used for the event: Cel		ion getting
Special Detail Instructions:		
Thomas Snyder	07 Sept 21	02:40
Applicant	Date	Time
Permit Approved By:		
Chief of Police	Date	Time

OXFORD POLICE DEPARTMENT

Chief of Police

Chief Jeff McCutchen

SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT

In accordance with City of Oxford Municipal Code, 2008-12, The City of Oxford Police Department does hereby grant the petitioner, permission to hold speaking event on the following date(s), time(s), and location:

102-640. - Fees.

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

Name of Applicant: Haley Anderson, Advisor, Ole Miss Big Event

Address: H301 Ole Miss Student Union, University, MS

Telephone: 918-695-7228

Name of Organization: Ole Miss Big Event

Address: H301 Ole Miss Student Union, University, MS

Telephone: 662-915-5410

Organization Director: Haley Anderson

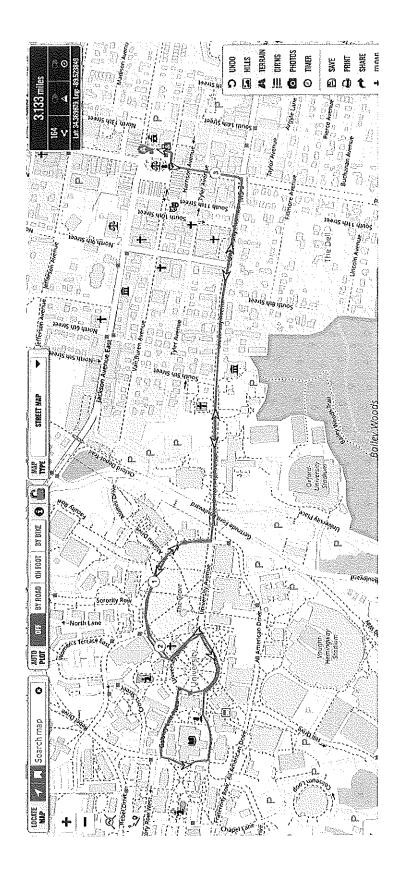
Email: heander3@olemiss.edu

On Site Contact Person: Name: Haley Anderson Telephone: 918-695-7228

Requested Date(s): October 31st

Requested Time(s): 8 AM – 12 PM

Requested Location(s): University Avenue from campus to the square, ending on the square in the street in front of City Hall. Additionally, we would like to block off the



City of Oxford Police Event Permit supplemental cost for officer use.

Sec. 102-641. - Police protection.

- The chief of police shall determine whether and to what extent additional police protection is reasonably necessary for the parade or public assembly for traffic control and public safety. The chief of police shall base this decision on the size, location, duration, time and date of the event, the number of streets and intersections blocked, and the need to detour or preempt citizen travel and use of the streets and sidewalks. The speech content of the event shall not be a factor in determining the amount of police protection necessary. If possible, without disruption of ordinary police services or compromise of public safety, regularly scheduled on-duty personnel will police the event. If additional police protection for the public assembly is deemed necessary by chief of police, he shall so inform the applicant for the permit. The applicant then shall have the duty to secure the police protection deemed necessary by the chief of police at the sole expense of the applicant.
- (b)

 Persons engaging in parades or public assemblies conducted for the sole purpose of public issue speech protected under the First Amendment are not required to pay for any police protection provided by the city.

Herein the city authorizes the police department to charge for the use of its officers for police protection during events, parades, and public assembly for traffic control and public safety.

Event: Ole Miss Big Event 5K on October 31st	
Duration of Event: 5 hrs	
Number of Officers needed: 15	
Average adjusted rate per officer: \$35.00 per hour	
Total cost: \$ 2,625.00	
This cost must be paid for along with administrative fee 1 cancelled.	O days prior to event date or it will be
Oxford Police Department	Chief Jeff McCutchen
	Date



MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this	day of	, by and between Enterprise FM Trust, a Delaware statutory trust
("Lessor"), and the lessee whose name and address is set	forth on the signature	page below ("Lessee").

- 1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.
- 2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

- (a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).
- (b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.
- (c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.
- (d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.
- (e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").
- (f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

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- (g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.
- 4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.
- 5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.
- 6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.
- 7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

- (a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.
- (b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

- (a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.
- (b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

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- (c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.
- 10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

- (a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:
- (i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

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Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

- 12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.
- 13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.
- 14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

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at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

- 16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.
- 17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).
- 18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.
- 19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

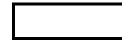
IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE:				Enterprise FM Trust Enterprise Fleet Management, Inc. its attorney in fact
Signature:		;	Signature:	
Ву:		ı	Ву:	Jim Allm
Title:		-	Title:	Finance Director
Address:		,	Address:	2271 Valleydale Rd
				Ste 300
				Birmingham, AL 35244
Date Signed	:,	I	Date Signed	;,,

Customer

Initials: EFM_____





Vehicle Type	Year	Make	Model
Full Size SUV AWD (Investigation Upfit)	2021	Dodge	Durango
Full Size SUV AWD (Lieutenant Upfit + Radio Install)	2021	Dodge	Durango
Full Size SUV AWD (Marked Upfit)	2021	Dodge	Durango
Full Size SUV AWD (Marked Upfit + Radio Install)	2021	Dodge	Durango

City of Oxford Police Department

Equity Lease Menu Pricing

Trim Level
PPV
PPV
PPV
PPV

Quantity	Term	Depreciation Rate	Estimated Annual Mileage
1	48	1.90%	15000
1	48	1.90%	15000
2	48	1.90%	15000
1	48	1.90%	15000
	·		•

Monthly Cost (Lease Payment)
\$608.82
\$608.82
\$608.82
\$608.82

Total 5

> Total Anr Total Dow

Total Year

Annual Budg

Annual Cost
\$7,305.84
\$7,305.84
\$7,305.84
\$7,305.84

Vehicle Down Payment	Aftermarket Cost	Total Down Payment (By Quantity)
\$3,000.00	\$4,380.00	\$7,380.00
\$3,000.00	\$4,530.00	\$7,530.00
\$3,000.00	\$5,450.00	\$16,900.00
\$3,000.00	\$5,600.00	\$8,600.00

nual Cost	\$36,529.20
n Payment	\$40,410.00

1 Budget	\$76,939.20

get Years 2-4 \$40,410.00



Quote No: 5902585

Prepared For: City of Oxford Date 09/16/2021 AE/AM WSM Unit # Make Dodge Model Durango Year 2021 Series Pursuit 4dr All-Wheel Drive Vehicle Order Type In-Stock Term 48 State MS Customer# 611792 All language and acknowledgments contained in the signed quote \$30,043.00 Capitalized Price of Vehicle 1 apply to all vehicles that are ordered under this signed quote. Sales Tax 0.0000% State MS \$ 0.00 \$ 0.00 Initial License Fee **Order Information** \$ 0.00 Registration Fee **Driver Name** \$ 0.00 Other:Courtesy Delivery Fee Exterior Color (0 P) White Knuckle Clearcoat \$ 3,000.00 Capitalized Price Reduction Interior Color (0 I) Black w/Cloth Bucket Seats w/Shift Inse \$ 0.00 Tax on Capitalized Price Reduction Lic. Plate Type Government \$ 0.00 Gain Applied From Prior Unit **GVWR** 0 \$ 0.00 Tax on Gain On Prior \$ 0.00 Security Deposit \$ 0.00 Tax on Incentive (Taxable Incentive Total: \$0.00) Quantity = 1 \$ 27,043.00 Total Capitalized Amount (Delivered Price) \$513.82 Depreciation Reserve @ 1.9000% \$ 95.00 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)² Initial: \$ 608.82 **Total Monthly Rental Excluding Additional Services Additional Fleet Management** Master Policy Enrollment Fees \$ 0.00 Commercial Automobile Liability Enrollment Liability Limit \$0.00 \$ 0.00 Physical Damage Management Comp/Coll Deductible 0/0 \$ 0.00 Full Maintenance Program ³ Contract Miles 0 OverMileage Charge \$ 0.00 Per Mile Incl: # Brake Sets (1 set = 1 Axle) 0 # Tires 0 Loaner Vehicle Not Included \$ 0.00 Additional Services SubTotal 5.0000% \$ 0.00 Sales Tax State MS \$ 608.82 **Total Monthly Rental Including Additional Services**

Quote based on estimated annual mileage of 15,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

\$ 2,379.64

\$ 400.00

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Oxford

BY TITLE DATE

Reduced Book Value at 48 Months

Service Charge Due at Lease Termination

^{*} INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor anyManufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been UsedBy Lessor to Reduce the Capitalized Price of the Vehicle.

²Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Quote No: 5902585

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Custom Equipment 2	В	\$ 5,600.00
Total Aftermarket Equipment Billed		\$ 5,600.00
Total Aftermarket Equipment Capitalized		\$ 0.00
Aftermarket Equipment Total		\$ 0.00

Initial:



Quote No: 5902585

VEHICLE INFORMATION:

2021 Dodge Durango Pursuit 4dr All-Wheel Drive - US

Series ID: WDEE75

Pricing Summary:

 INVOICE
 MSRP

 Base Vehicle
 \$35,675
 \$36,000.00

 Total Options
 \$-2,237.00
 \$665.00

 Destination Charge
 \$1,495.00
 \$1,495.00

 Total Price
 \$34,933.00
 \$38,160.00

SELECTED COLOR:

Exterior: PW7-(0 P) White Knuckle Clearcoat

Interior: X9-(0 I) Black w/Cloth Bucket Seats w/Shift Insert or Cloth Bucket Seats w/Rear Vinyl

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
2BZ	Quick Order Package 2BZ	NC	NC
A7	Cloth Bucket Seats w/Rear Vinyl	\$108.00	\$120.00
ADJ	Dealer Price Match	\$-2,852.00	\$0.00
APA	Monotone Paint Application	STD	STD
CD4	Tungsten Interior Accent Stitch	NC	NC
CDS	Vinyl 2nd Row Seat	Included	Included
DFT	Transmission: 8-Speed Automatic (850RE)	STD	STD
DLK	3.45 Rear Axle Ratio	STD	STD
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS	STD	STD
LNF	Black Left LED Spot Lamp	\$490.00	\$545.00
LNX	LED Spot Lamps	Included	Included
NAS	50 State Emissions	NC	NC
PW7_02	(0 P) White Knuckle Clearcoat	NC	NC
TXQ	Tires: 255/60R18 On/Off Road	STD	STD
UAM	Radio: Uconnect 4 w/8.4" Display	STD	STD
WBN	Wheels: 18" x 8.0" Black Steel	STD	STD
X9_02	(0 I) Black w/Cloth Bucket Seats w/Shift Insert or Cloth Bucket Seats w/Rear Vinyl	NC	NC
YG1	7.5 Additional Gallons of Gas	\$17.00	\$0.00
Z6K	GVWR: 6,500 lbs	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4

Rear Cargo Door Type: liftgate

Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors

Spoiler: rear lip spoiler Door Handles: body-coloured

Front And Rear Bumpers: body-coloured front and rear bumpers with coloured rub strip

Rear Step Bumper: rear step bumper

Front License Plate Bracket: front license plate bracket Body Material: galvanized steel/aluminum body material

Grille: black grille

Convenience Features:

Air Conditioning automatic dual-zone front air conditioning

Air Filter: air filter

Rear Air Conditioning: rear air conditioning with separate controls

Console Ducts: console ducts

Cruise Control: cruise control with steering wheel controls

Fuel Remote Release: power fuel remote release

Power Windows: power windows with driver and passenger 1-touch down

1/4 Vent Rear Windows: power rearmost windows

Remote Keyless Entry: keyfob (all doors) remote keyless entry

Illuminated Entry: illuminated entry

Integrated Key Remote: integrated key/remote

Auto Locking: auto-locking doors Passive Entry: proximity key Valet Key: valet function

Trunk FOB Controls: keyfob trunk/hatch/door release Window FOB Controls: remote window controls

Steering Wheel: steering wheel with manual tilting, manual telescoping

Day-Night Rearview Mirror: day-night rearview mirror

Auto-dimming Rearview Mirror: auto-dimming rearview mirror

Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors

Front Cupholder: front and rear cupholders

Floor Console: partial floor console with covered box Overhead Console: mini overhead console with storage

Glove Box: illuminated locking glove box

Driver Door Bin: driver and passenger door bins

Rear Door Bins: rear door bins Driver Footrest: driver's footrest

Retained Accessory Power: retained accessory power Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio SiriusXM AM/FM/Satellite with seek-scan

Radio Data System: radio data system Voice Activated Radio: voice activated radio Speed Sensitive Volume: speed-sensitive volume

Steering Wheel Radio Controls: steering-wheel mounted audio controls

Speakers: 6 speakers

1st Row LCD: 2 1st row LCD monitor

Wireless Connectivity: wireless phone connectivity

Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off projector beam LED low/high beam headlamps

Front Wipers: variable intermittent speed-sensitive wipers wipers

Rear Window wiper: fixed interval rear window wiper Rear Window Defroster: rear window defroster

Initial:

Tinted Windows: deep-tinted windows

Dome Light: dome light with fade

Front Reading Lights: front and rear reading lights
Door Curb/Courtesy Lights: 2 door curb/courtesy lights
Variable IP Lighting: variable instrument panel lighting

Display Type: digital/analog appearance

Tachometer: tachometer Voltometer: voltmeter Compass: compass

Exterior Temp: outside-temperature display

Low Tire Pressure Warning: tire specific low-tire-pressure warning Park Distance Control: ParkSense with Stop rear parking sensors

Trip Computer: trip computer
Trip Odometer: trip odometer

Oil Pressure Gauge: oil pressure gauge Water Temp Gauge: water temp. gauge Oil Temp Gauge: oil temperature gauge

Transmission Oil Temp Gauge: transmission oil temp. gauge

Engine Hour Meter: engine hour meter

Clock: in-radio display clock Systems Monitor: systems monitor

Check Control: redundant digital speedometer Rear Vision Camera: rear vision camera Oil Pressure Warning: oil-pressure warning Water Temp Warning: water-temp. warning

Battery Warning: battery warning Lights On Warning: lights-on warning Low Fuel Warning: low-fuel warning

Low Washer Fluid Warning: low-washer-fluid warning

Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Trunk Signal On Warning: trunk signal on warning

Turn Signal On Warning: turn-signal-on warning

Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes

Number of ABS Channels: 4 ABS channels

Brake Assistance: brake assist Brake Type: four-wheel disc brakes

Vented Disc Brakes: front and rear ventilated disc brakes

Daytime Running Lights: daytime running lights

Spare Tire Type: full-size spare tire

Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags

Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag

Knee Airbag: knee airbag

Occupancy Sensor: front passenger airbag occupancy sensor Height Adjustable Seatbelts: height adjustable front seatbelts

Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt

Side Impact Bars: side-impact bars

Perimeter Under Vehicle Lights: remote activated perimeter/approach lights

Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks

Rear Child Safety Locks: rear child safety locks Ignition Disable: Sentry Key immobilizer

Panic Alarm: panic alarm

Electronic Stability: electronic stability stability control with anti-roll

Confidential Information - For Board Use Only - Do not Redistribute Page 133 of 278

Initial:

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints with tilt

Rear Headrest Control: 3 rear head restraints

Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 5 Front Bucket Seats: front bucket seats

Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments Reclining Driver Seat: power reclining driver and manual reclining passenger seats

Driver Lumbar: power 4-way driver and passenger lumbar support

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment Driver Cushion Tilt: power driver and passenger cushion tilt

Fold Flat Passenger Seat: fold flat passenger seat

Front Centre Armrest Storage: front centre armrest with storage

Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat fold-forward seatback

Rear Seat Armrest: rear seat centre armrest Leather Upholstery: cloth front seat upholstery Rear Seat Material: vinyl rear seat upholstery Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Dashboard Console Insert, Door Panel Insert Combination: leatherette instrument panel insert, door panel insert, console insert

LeatherSteeringWheel: leather/metal-look steering wheel

Interior Accents: chrome interior accents Cargo Space Trim: carpet cargo space Trunk Lid: plastic trunk lid/rear cargo door Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 293-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

Initial:__



Quote No: 5908912

Prepared For: City of Oxford Date 09/16/2021 Sessums, Hildon AE/AM WSM Unit # Make Dodge Model Durango Year Series Pursuit 4dr All-Wheel Drive Vehicle Order Type In-Stock Term 48 State MS Customer# 611792 All language and acknowledgments contained in the signed quote \$30,043.00 Capitalized Price of Vehicle 1 apply to all vehicles that are ordered under this signed quote. \$ 0.00 Sales Tax 0.0000% State MS \$ 0.00 Initial License Fee **Order Information** \$ 0.00 Registration Fee **Driver Name** \$ 0.00 Other:Courtesy Delivery Fee Exterior Color (0 P) White Knuckle Clearcoat \$ 3,000.00 Capitalized Price Reduction Interior Color (0 I) Black w/Cloth Bucket Seats w/Shift Inse \$ 0.00 Tax on Capitalized Price Reduction Lic. Plate Type Government \$ 0.00 Gain Applied From Prior Unit **GVWR** 0 \$ 0.00 Tax on Gain On Prior \$ 0.00 Security Deposit \$ 0.00 Tax on Incentive (Taxable Incentive Total: \$0.00) Quantity = 1\$ 27,043.00 Total Capitalized Amount (Delivered Price) \$513.82 Depreciation Reserve @ 1.9000% Initial: \$ 95.00 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)² \$ 608.82 **Total Monthly Rental Excluding Additional Services Additional Fleet Management** Master Policy Enrollment Fees \$ 0.00 Commercial Automobile Liability Enrollment Liability Limit \$0.00 \$ 0.00 Physical Damage Management Comp/Coll Deductible 0/0 \$ 0.00 Full Maintenance Program ³ Contract Miles 0 OverMileage Charge \$ 0.00 Per Mile Incl: # Brake Sets (1 set = 1 Axle) 0 # Tires 0 Loaner Vehicle Not Included \$ 0.00 Additional Services SubTotal 5.0000% \$ 0.00 Sales Tax State MS

Quote based on estimated annual mileage of 15,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

\$ 608.82

\$ 400.00

\$ 2,379.64

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Oxford

BY TITLE DATE

Total Monthly Rental Including Additional Services

Reduced Book Value at 48 Months

Service Charge Due at Lease Termination

^{*} INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor anyManufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been UsedBy Lessor to Reduce the Capitalized Price of the Vehicle.

²Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Quote No: 5908912

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Custom Equipment 2	В	\$ 4,530.00
Total Aftermarket Equipment Billed		\$ 4,530.00
Total Aftermarket Equipment Capitalized		\$ 0.00
Aftermarket Equipment Total		\$ 0.00

Initial:____



Quote No: 5908912

VEHICLE INFORMATION:

2021 Dodge Durango Pursuit 4dr All-Wheel Drive - US

Series ID: WDEE75

Pricing Summary: Initial:_____
INVOICE MSRP

 Base Vehicle
 \$35,675
 \$36,000.00

 Total Options
 \$-2,237.00
 \$665.00

 Destination Charge
 \$1,495.00
 \$1,495.00

 Total Price
 \$34,933.00
 \$38,160.00

SELECTED COLOR:

Exterior: PW7-(0 P) White Knuckle Clearcoat

Interior: X9-(0 I) Black w/Cloth Bucket Seats w/Shift Insert or Cloth Bucket Seats w/Rear Vinyl

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
2BZ	Quick Order Package 2BZ	NC	NC
A7	Cloth Bucket Seats w/Rear Vinyl	\$108.00	\$120.00
ADJ	Dealer Price Match	\$-2,852.00	\$0.00
APA	Monotone Paint Application	STD	STD
CD4	Tungsten Interior Accent Stitch	NC	NC
CDS	Vinyl 2nd Row Seat	Included	Included
DFT	Transmission: 8-Speed Automatic (850RE)	STD	STD
DLK	3.45 Rear Axle Ratio	STD	STD
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS	STD	STD
LNF	Black Left LED Spot Lamp	\$490.00	\$545.00
LNX	LED Spot Lamps	Included	Included
NAS	50 State Emissions	NC	NC
PW7_02	(0 P) White Knuckle Clearcoat	NC	NC
TXQ	Tires: 255/60R18 On/Off Road	STD	STD
UAM	Radio: Uconnect 4 w/8.4" Display	STD	STD
WBN	Wheels: 18" x 8.0" Black Steel	STD	STD
X9_02	(0 I) Black w/Cloth Bucket Seats w/Shift Insert or Cloth Bucket Seats w/Rear Vinyl	NC	NC
YG1	7.5 Additional Gallons of Gas	\$17.00	\$0.00
Z6K	GVWR: 6,500 lbs	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4

Rear Cargo Door Type: liftgate

Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors

Spoiler: rear lip spoiler

Door Handles: body-coloured

Front And Rear Bumpers: body-coloured front and rear bumpers with coloured rub strip

Rear Step Bumper: rear step bumper

Front License Plate Bracket: front license plate bracket Body Material: galvanized steel/aluminum body material

Grille: black grille

Convenience Features:

Air Conditioning automatic dual-zone front air conditioning

Air Filter: air filter

Rear Air Conditioning: rear air conditioning with separate controls

Console Ducts: console ducts

Cruise Control: cruise control with steering wheel controls

Fuel Remote Release: power fuel remote release

Power Windows: power windows with driver and passenger 1-touch down

1/4 Vent Rear Windows: power rearmost windows

Remote Keyless Entry: keyfob (all doors) remote keyless entry

Illuminated Entry: illuminated entry

Integrated Key Remote: integrated key/remote

Auto Locking: auto-locking doors Passive Entry: proximity key Valet Key: valet function

Trunk FOB Controls: keyfob trunk/hatch/door release Window FOB Controls: remote window controls

Steering Wheel: steering wheel with manual tilting, manual telescoping

Day-Night Rearview Mirror: day-night rearview mirror

Auto-dimming Rearview Mirror: auto-dimming rearview mirror

Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors

Front Cupholder: front and rear cupholders

Floor Console: partial floor console with covered box Overhead Console: mini overhead console with storage

Glove Box: illuminated locking glove box

Driver Door Bin: driver and passenger door bins

Rear Door Bins: rear door bins
Driver Footrest: driver's footrest

Retained Accessory Power: retained accessory power Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio SiriusXM AM/FM/Satellite with seek-scan

Radio Data System: radio data system

Voice Activated Radio: voice activated radio

Speed Sensitive Volume: speed-sensitive volume

Steering Wheel Radio Controls: steering-wheel mounted audio controls

Speakers: 6 speakers

1st Row LCD: 2 1st row LCD monitor

Wireless Connectivity: wireless phone connectivity

Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off projector beam LED low/high beam headlamps

Front Wipers: variable intermittent speed-sensitive wipers wipers

Rear Window wiper: fixed interval rear window wiper Rear Window Defroster: rear window defroster Initial:_

Tinted Windows: deep-tinted windows

Dome Light: dome light with fade

Front Reading Lights: front and rear reading lights
Door Curb/Courtesy Lights: 2 door curb/courtesy lights
Variable IP Lighting: variable instrument panel lighting

Display Type: digital/analog appearance

Tachometer: tachometer Voltometer: voltmeter Compass: compass

Exterior Temp: outside-temperature display

Low Tire Pressure Warning: tire specific low-tire-pressure warning Park Distance Control: ParkSense with Stop rear parking sensors

Trip Computer: trip computer
Trip Odometer: trip odometer

Oil Pressure Gauge: oil pressure gauge Water Temp Gauge: water temp. gauge Oil Temp Gauge: oil temperature gauge

Transmission Oil Temp Gauge: transmission oil temp. gauge

Engine Hour Meter: engine hour meter

Clock: in-radio display clock Systems Monitor: systems monitor

Check Control: redundant digital speedometer Rear Vision Camera: rear vision camera Oil Pressure Warning: oil-pressure warning Water Temp Warning: water-temp. warning

Battery Warning: battery warning Lights On Warning: lights-on warning Low Fuel Warning: low-fuel warning

Low Washer Fluid Warning: low-washer-fluid warning

Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning

Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes

Number of ABS Channels: 4 ABS channels

Brake Assistance: brake assist Brake Type: four-wheel disc brakes

Vented Disc Brakes: front and rear ventilated disc brakes

Daytime Running Lights: daytime running lights

Spare Tire Type: full-size spare tire

Spare Tire Mount: underbody mounted spare tire w/crankdown

Driver Front Impact Airbag: driver and passenger front-impact airbags

Driver Side Airbag: seat-mounted driver and passenger side-impact airbags

Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag

Knee Airbag: knee airbag

Occupancy Sensor: front passenger airbag occupancy sensor Height Adjustable Seatbelts: height adjustable front seatbelts

Seatbelt Pretensioners: front seatbelt pre-tensioners 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt

Side Impact Bars: side-impact bars

Perimeter Under Vehicle Lights: remote activated perimeter/approach lights

Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks

Rear Child Safety Locks: rear child safety locks Ignition Disable: Sentry Key immobilizer

Panic Alarm: panic alarm

Electronic Stability: electronic stability stability control with anti-roll

Initial:____

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints with tilt

Rear Headrest Control: 3 rear head restraints

Break Resistant Glass: break resistant glass

Initial:___

Seats And Trim:

Seating Capacity max. seating capacity of 5 Front Bucket Seats: front bucket seats

Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments Reclining Driver Seat: power reclining driver and manual reclining passenger seats

Driver Lumbar: power 4-way driver and passenger lumbar support

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment Driver Cushion Tilt: power driver and passenger cushion tilt

Fold Flat Passenger Seat: fold flat passenger seat

Front Centre Armrest Storage: front centre armrest with storage

Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat fold-forward seatback

Rear Seat Armrest: rear seat centre armrest Leather Upholstery: cloth front seat upholstery Rear Seat Material: vinyl rear seat upholstery Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Dashboard Console Insert, Door Panel Insert Combination: leatherette instrument panel insert, door panel insert, console insert

LeatherSteeringWheel: leather/metal-look steering wheel

Interior Accents: chrome interior accents Cargo Space Trim: carpet cargo space Trunk Lid: plastic trunk lid/rear cargo door Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 293-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual



Quote No: 5907465

Prepared For: City of Oxford Date 09/16/2021 Sessums, Hildon AE/AM WSM Unit # Make Dodge Model Durango Year Series Pursuit 4dr All-Wheel Drive Vehicle Order Type In-Stock Term 48 State MS Customer# 611792 All language and acknowledgments contained in the signed quote \$30,043.00 Capitalized Price of Vehicle 1 apply to all vehicles that are ordered under this signed quote. Sales Tax 0.0000% State MS \$ 0.00 \$ 0.00 Initial License Fee **Order Information** \$ 0.00 Registration Fee **Driver Name** \$ 0.00 Other:Courtesy Delivery Fee Exterior Color (0 P) White Knuckle Clearcoat \$ 3,000.00 Capitalized Price Reduction Interior Color (0 I) Black w/Cloth Bucket Seats w/Shift Inse \$ 0.00 Tax on Capitalized Price Reduction Lic. Plate Type Government \$ 0.00 Gain Applied From Prior Unit **GVWR** 0 \$ 0.00 Tax on Gain On Prior \$ 0.00 Security Deposit \$ 0.00 Tax on Incentive (Taxable Incentive Total: \$0.00) \$ 27,043.00 Total Capitalized Amount (Delivered Price) Quantity = 2 \$513.82 Depreciation Reserve @ 1.9000% \$ 95.00 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)² Initial:_ \$ 608.82 **Total Monthly Rental Excluding Additional Services Additional Fleet Management** Master Policy Enrollment Fees \$ 0.00 Commercial Automobile Liability Enrollment Liability Limit \$0.00 \$ 0.00 Physical Damage Management Comp/Coll Deductible 0/0 \$ 0.00 Full Maintenance Program ³ Contract Miles 0 OverMileage Charge \$ 0.00 Per Mile Incl: # Brake Sets (1 set = 1 Axle) 0 # Tires 0 Loaner Vehicle Not Included \$ 0.00 Additional Services SubTotal 5.0000% \$ 0.00 Sales Tax State MS \$ 608.82 **Total Monthly Rental Including Additional Services** \$ 2,379.64 Reduced Book Value at 48 Months \$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 15,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Oxford

BY TITLE DATE

^{*} INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor anyManufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been UsedBy Lessor to Reduce the Capitalized Price of the Vehicle.

²Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Quote No: 5907465

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Custom Equipment 2	В	\$ 5,450.00
Total Aftermarket Equipment Billed		\$ 5,450.00
Total Aftermarket Equipment Capitalized		\$ 0.00
Aftermarket Equipment Total		\$ 0.00

Initial	:



Quote No: 5907465

VEHICLE INFORMATION:

2021 Dodge Durango Pursuit 4dr All-Wheel Drive - US

Initial:____

Series ID: WDEE75

Pricing Summary:

 INVOICE
 MSRP

 Base Vehicle
 \$35,675
 \$36,000.00

 Total Options
 \$-2,237.00
 \$665.00

 Destination Charge
 \$1,495.00
 \$1,495.00

 Total Price
 \$34,933.00
 \$38,160.00

SELECTED COLOR:

Exterior: PW7-(0 P) White Knuckle Clearcoat

Interior: X9-(0 I) Black w/Cloth Bucket Seats w/Shift Insert or Cloth Bucket Seats w/Rear Vinyl

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
2BZ	Quick Order Package 2BZ	NC	NC
A7	Cloth Bucket Seats w/Rear Vinyl	\$108.00	\$120.00
ADJ	Dealer Price Match	\$-2,852.00	\$0.00
APA	Monotone Paint Application	STD	STD
CD4	Tungsten Interior Accent Stitch	NC	NC
CDS	Vinyl 2nd Row Seat	Included	Included
DFT	Transmission: 8-Speed Automatic (850RE)	STD	STD
DLK	3.45 Rear Axle Ratio	STD	STD
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS	STD	STD
LNF	Black Left LED Spot Lamp	\$490.00	\$545.00
LNX	LED Spot Lamps	Included	Included
NAS	50 State Emissions	NC	NC
PW7_02	(0 P) White Knuckle Clearcoat	NC	NC
TXQ	Tires: 255/60R18 On/Off Road	STD	STD
UAM	Radio: Uconnect 4 w/8.4" Display	STD	STD
WBN	Wheels: 18" x 8.0" Black Steel	STD	STD
X9_02	(0 I) Black w/Cloth Bucket Seats w/Shift Insert or Cloth Bucket Seats w/Rear Vinyl	NC	NC
YG1	7.5 Additional Gallons of Gas	\$17.00	\$0.00
Z6K	GVWR: 6,500 lbs	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4

Rear Cargo Door Type: liftgate

Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors

Spoiler: rear lip spoiler Door Handles: body-coloured

Front And Rear Bumpers: body-coloured front and rear bumpers with coloured rub strip

Rear Step Bumper: rear step bumper

Front License Plate Bracket: front license plate bracket Body Material: galvanized steel/aluminum body material

Grille: black grille

Convenience Features:

Air Conditioning automatic dual-zone front air conditioning

Air Filter: air filter

Rear Air Conditioning: rear air conditioning with separate controls

Console Ducts: console ducts

Cruise Control: cruise control with steering wheel controls

Fuel Remote Release: power fuel remote release

Power Windows: power windows with driver and passenger 1-touch down

1/4 Vent Rear Windows: power rearmost windows

Remote Keyless Entry: keyfob (all doors) remote keyless entry

Illuminated Entry: illuminated entry

Integrated Key Remote: integrated key/remote

Auto Locking: auto-locking doors

Passive Entry: proximity key

Valet Key: valet function

Trunk FOB Controls: keyfob trunk/hatch/door release

Window FOB Controls: remote window controls

Steering Wheel: steering wheel with manual tilting, manual telescoping

Day-Night Rearview Mirror: day-night rearview mirror

Auto-dimming Rearview Mirror: auto-dimming rearview mirror

Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors

Front Cupholder: front and rear cupholders

Floor Console: partial floor console with covered box

Overhead Console: mini overhead console with storage

Glove Box: illuminated locking glove box

Driver Door Bin: driver and passenger door bins

Rear Door Bins: rear door bins

Driver Footrest: driver's footrest

Retained Accessory Power: retained accessory power

Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio SiriusXM AM/FM/Satellite with seek-scan

Radio Data System: radio data system

Voice Activated Radio: voice activated radio

Speed Sensitive Volume: speed-sensitive volume

Steering Wheel Radio Controls: steering-wheel mounted audio controls

Speakers: 6 speakers

1st Row LCD: 2 1st row LCD monitor

Wireless Connectivity: wireless phone connectivity

Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off projector beam LED low/high beam headlamps

Rear Window wiper: fixed interval rear window wiper

Front Wipers: variable intermittent speed-sensitive wipers wipers

Rear Window Defroster: rear window defroster

Initial:

Tinted Windows: deep-tinted windows

Dome Light: dome light with fade

Front Reading Lights: front and rear reading lights

Door Curb/Courtesy Lights: 2 door curb/courtesy lights

Variable IP Lighting: variable instrument panel lighting

Display Type: digital/analog appearance

Tachometer: tachometer Voltometer: voltmeter Compass: compass

Exterior Temp: outside-temperature display

Low Tire Pressure Warning: tire specific low-tire-pressure warning Park Distance Control: ParkSense with Stop rear parking sensors

Trip Computer: trip computer
Trip Odometer: trip odometer

Oil Pressure Gauge: oil pressure gauge Water Temp Gauge: water temp. gauge Oil Temp Gauge: oil temperature gauge

Transmission Oil Temp Gauge: transmission oil temp. gauge

Engine Hour Meter: engine hour meter

Clock: in-radio display clock Systems Monitor: systems monitor

Check Control: redundant digital speedometer Rear Vision Camera: rear vision camera Oil Pressure Warning: oil-pressure warning Water Temp Warning: water-temp. warning

Battery Warning: battery warning Lights On Warning: lights-on warning Low Fuel Warning: low-fuel warning

Low Washer Fluid Warning: low-washer-fluid warning

Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning

Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes

Number of ABS Channels: 4 ABS channels

Brake Assistance: brake assist Brake Type: four-wheel disc brakes

Vented Disc Brakes: front and rear ventilated disc brakes

Daytime Running Lights: daytime running lights

Spare Tire Type: full-size spare tire

Spare Tire Mount: underbody mounted spare tire w/crankdown

Driver Front Impact Airbag: driver and passenger front-impact airbags

Driver Side Airbag: seat-mounted driver and passenger side-impact airbags

Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag

Knee Airbag: knee airbag

Occupancy Sensor: front passenger airbag occupancy sensor Height Adjustable Seatbelts: height adjustable front seatbelts

Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt

Side Impact Bars: side-impact bars

Perimeter Under Vehicle Lights: remote activated perimeter/approach lights

Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks

Rear Child Safety Locks: rear child safety locks Ignition Disable: Sentry Key immobilizer

Panic Alarm: panic alarm

Electronic Stability: electronic stability stability control with anti-roll

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Initial:_

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints with tilt

Rear Headrest Control: 3 rear head restraints

Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 5 Front Bucket Seats: front bucket seats

Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments Reclining Driver Seat: power reclining driver and manual reclining passenger seats

Driver Lumbar: power 4-way driver and passenger lumbar support

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment Driver Cushion Tilt: power driver and passenger cushion tilt

Fold Flat Passenger Seat: fold flat passenger seat

Front Centre Armrest Storage: front centre armrest with storage

Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat fold-forward seatback

Rear Seat Armrest: rear seat centre armrest Leather Upholstery: cloth front seat upholstery Rear Seat Material: vinyl rear seat upholstery Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Dashboard Console Insert, Door Panel Insert Combination: leatherette instrument panel insert, door panel insert, console insert

LeatherSteeringWheel: leather/metal-look steering wheel

Interior Accents: chrome interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 293-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

Initial:____



Open-End (Equity) Lease Rate Quote

Quote No: 5907388

Prepared For: City of Oxford Date 09/16/2021 Sessums, Hildon AE/AM WSM Unit# Make Dodge Model Durango Year Series Pursuit 4dr All-Wheel Drive Vehicle Order Type In-Stock Term 48 State MS Customer# 611792 All language and acknowledgments contained in the signed quote \$30,043.00 Capitalized Price of Vehicle 1 apply to all vehicles that are ordered under this signed quote. \$ 0.00 Sales Tax 0.0000% State MS \$ 0.00 Initial License Fee **Order Information** \$ 0.00 Registration Fee **Driver Name** \$ 0.00 Other:Courtesy Delivery Fee Exterior Color (0 P) White Knuckle Clearcoat \$ 3,000.00 Capitalized Price Reduction Interior Color (0 I) Black w/Cloth Bucket Seats w/Shift Inse \$ 0.00 Tax on Capitalized Price Reduction Lic. Plate Type Government \$ 0.00 Gain Applied From Prior Unit **GVWR** 0 \$ 0.00 Tax on Gain On Prior \$ 0.00 Security Deposit \$ 0.00 Tax on Incentive (Taxable Incentive Total: \$0.00) \$ 27,043.00 Total Capitalized Amount (Delivered Price) Quantity = 1\$513.82 Depreciation Reserve @ 1.9000% \$ 95.00 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)² Initial: \$ 608.82 **Total Monthly Rental Excluding Additional Services Additional Fleet Management** Master Policy Enrollment Fees \$ 0.00 Commercial Automobile Liability Enrollment Liability Limit \$0.00 \$ 0.00 Physical Damage Management Comp/Coll Deductible 0/0 \$ 0.00 Full Maintenance Program ³ Contract Miles 0 OverMileage Charge \$ 0.00 Per Mile Incl: # Brake Sets (1 set = 1 Axle) 0 # Tires 0 Loaner Vehicle Not Included \$ 0.00 Additional Services SubTotal 5.0000% \$ 0.00 Sales Tax State MS

Quote based on estimated annual mileage of 15,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

\$ 608.82

\$ 400.00

\$ 2,379.64

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Oxford

BY TITLE DATE

Total Monthly Rental Including Additional Services

Reduced Book Value at 48 Months

Service Charge Due at Lease Termination

^{*} INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor anyManufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been UsedBy Lessor to Reduce the Capitalized Price of the Vehicle.

²Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Open-End (Equity) Lease Rate Quote

Quote No: 5907388

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Custom Equipment 2	В	\$ 4,380.00
Total Aftermarket Equipment Billed		\$ 4,380.00
Total Aftermarket Equipment Capitalized		\$ 0.00
Aftermarket Equipment Total		\$ 0.00

Initial:____



Open-End (Equity) Lease Rate Quote

Quote No: 5907388

VEHICLE INFORMATION:

2021 Dodge Durango Pursuit 4dr All-Wheel Drive - US

Series ID: WDEE75

Pricing Summary:

 INVOICE
 MSRP

 Base Vehicle
 \$35,675
 \$36,000.00

 Total Options
 \$-2,237.00
 \$665.00

 Destination Charge
 \$1,495.00
 \$1,495.00

 Total Price
 \$34,933.00
 \$38,160.00

SELECTED COLOR:

Exterior: PW7-(0 P) White Knuckle Clearcoat

Interior: X9-(0 I) Black w/Cloth Bucket Seats w/Shift Insert or Cloth Bucket Seats w/Rear Vinyl

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
2BZ	Quick Order Package 2BZ	NC	NC
A7	Cloth Bucket Seats w/Rear Vinyl	\$108.00	\$120.00
ADJ	Dealer Price Match	\$-2,852.00	\$0.00
APA	Monotone Paint Application	STD	STD
CD4	Tungsten Interior Accent Stitch	NC	NC
CDS	Vinyl 2nd Row Seat	Included	Included
DFT	Transmission: 8-Speed Automatic (850RE)	STD	STD
DLK	3.45 Rear Axle Ratio	STD	STD
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS	STD	STD
LNF	Black Left LED Spot Lamp	\$490.00	\$545.00
LNX	LED Spot Lamps	Included	Included
NAS	50 State Emissions	NC	NC
PW7_02	(0 P) White Knuckle Clearcoat	NC	NC
TXQ	Tires: 255/60R18 On/Off Road	STD	STD
UAM	Radio: Uconnect 4 w/8.4" Display	STD	STD
WBN	Wheels: 18" x 8.0" Black Steel	STD	STD
X9_02	(0 I) Black w/Cloth Bucket Seats w/Shift Insert or Cloth Bucket Seats w/Rear Vinyl	NC	NC
YG1	7.5 Additional Gallons of Gas	\$17.00	\$0.00
Z6K	GVWR: 6,500 lbs	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4

Rear Cargo Door Type: liftgate

Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors

Spoiler: rear lip spoiler Door Handles: body-coloured

Front And Rear Bumpers: body-coloured front and rear bumpers with coloured rub strip

Rear Step Bumper: rear step bumper

Front License Plate Bracket: front license plate bracket Body Material: galvanized steel/aluminum body material

Grille: black grille

Convenience Features:

Air Conditioning automatic dual-zone front air conditioning

Air Filter: air filter

Rear Air Conditioning: rear air conditioning with separate controls

Console Ducts: console ducts

Cruise Control: cruise control with steering wheel controls

Fuel Remote Release: power fuel remote release

Power Windows: power windows with driver and passenger 1-touch down

1/4 Vent Rear Windows: power rearmost windows

Remote Keyless Entry: keyfob (all doors) remote keyless entry

Illuminated Entry: illuminated entry

Integrated Key Remote: integrated key/remote

Auto Locking: auto-locking doors

Passive Entry: proximity key

Valet Key: valet function

Trunk FOB Controls: keyfob trunk/hatch/door release

Window FOB Controls: remote window controls

Steering Wheel: steering wheel with manual tilting, manual telescoping

Day-Night Rearview Mirror: day-night rearview mirror

Auto-dimming Rearview Mirror: auto-dimming rearview mirror

Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors

Front Cupholder: front and rear cupholders

Floor Console: partial floor console with covered box

Overhead Console: mini overhead console with storage

Glove Box: illuminated locking glove box

Driver Door Bin: driver and passenger door bins

Rear Door Bins: rear door bins

Driver Footrest: driver's footrest

Retained Accessory Power: retained accessory power

Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio SiriusXM AM/FM/Satellite with seek-scan

Radio Data System: radio data system

Voice Activated Radio: voice activated radio

Steering Wheel Radio Controls: steering-wheel mounted audio controls

Speed Sensitive Volume: speed-sensitive volume

Speakers: 6 speakers

1st Row LCD: 2 1st row LCD monitor

Wireless Connectivity: wireless phone connectivity

Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off projector beam LED low/high beam headlamps

Front Wipers: variable intermittent speed-sensitive wipers wipers

Rear Window wiper: fixed interval rear window wiper

Rear Window Defroster: rear window defroster

Initial:__

Tinted Windows: deep-tinted windows

Dome Light: dome light with fade

Front Reading Lights: front and rear reading lights
Door Curb/Courtesy Lights: 2 door curb/courtesy lights
Variable IP Lighting: variable instrument panel lighting

Display Type: digital/analog appearance

Tachometer: tachometer Voltometer: voltmeter Compass: compass

Exterior Temp: outside-temperature display

Low Tire Pressure Warning: tire specific low-tire-pressure warning Park Distance Control: ParkSense with Stop rear parking sensors

Trip Computer: trip computer
Trip Odometer: trip odometer

Oil Pressure Gauge: oil pressure gauge Water Temp Gauge: water temp. gauge Oil Temp Gauge: oil temperature gauge

Transmission Oil Temp Gauge: transmission oil temp. gauge

Engine Hour Meter: engine hour meter

Clock: in-radio display clock Systems Monitor: systems monitor

Check Control: redundant digital speedometer Rear Vision Camera: rear vision camera Oil Pressure Warning: oil-pressure warning Water Temp Warning: water-temp. warning

Battery Warning: battery warning Lights On Warning: lights-on warning Low Fuel Warning: low-fuel warning

Low Washer Fluid Warning: low-washer-fluid warning

Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning

Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes

Number of ABS Channels: 4 ABS channels

Brake Assistance: brake assist Brake Type: four-wheel disc brakes

Vented Disc Brakes: front and rear ventilated disc brakes

Daytime Running Lights: daytime running lights

Spare Tire Type: full-size spare tire

Spare Tire Mount: underbody mounted spare tire w/crankdown

Driver Front Impact Airbag: driver and passenger front-impact airbags

Driver Side Airbag: seat-mounted driver and passenger side-impact airbags

Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag

Knee Airbag: knee airbag

Occupancy Sensor: front passenger airbag occupancy sensor Height Adjustable Seatbelts: height adjustable front seatbelts

Seatbelt Pretensioners: front seatbelt pre-tensioners 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt

Side Impact Bars: side-impact bars

Perimeter Under Vehicle Lights: remote activated perimeter/approach lights

Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks

Rear Child Safety Locks: rear child safety locks Ignition Disable: Sentry Key immobilizer

Panic Alarm: panic alarm

Electronic Stability: electronic stability stability control with anti-roll

Initial:____

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints with tilt

Rear Headrest Control: 3 rear head restraints Break Resistant Glass: break resistant glass

Initial:____

Seats And Trim:

Seating Capacity max. seating capacity of 5 Front Bucket Seats: front bucket seats

Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments Reclining Driver Seat: power reclining driver and manual reclining passenger seats

Driver Lumbar: power 4-way driver and passenger lumbar support

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment Driver Cushion Tilt: power driver and passenger cushion tilt

Fold Flat Passenger Seat: fold flat passenger seat

Front Centre Armrest Storage: front centre armrest with storage

Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat fold-forward seatback

Rear Seat Armrest: rear seat centre armrest Leather Upholstery: cloth front seat upholstery Rear Seat Material: vinyl rear seat upholstery Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Dashboard Console Insert, Door Panel Insert Combination: leatherette instrument panel insert, door panel insert, console insert

LeatherSteeringWheel: leather/metal-look steering wheel

Interior Accents: chrome interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 293-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual



AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of September, 2021 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of September, 2021 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Oxford, Mississippi ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties. Section 17 of the Master Equity Lease Agreement is amended to read as follows: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Mississippi (determined without reference to conflict of law principles). All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed. IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written. Enterprise FM Trust (Lessor) City of Oxford, Mississippi (Lessee) By: Enterprise Fleet Management, Inc., its attorney in fact Jim Allm By_____Robyn Tannehill By_____ Title: Mayor Title: Finance Director

Date Signed:_____,

Date Signed:______, _____

Chief of Police

Jeff McCutchen

SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT

In accordance with City of Oxford Municipal Code, 2008-12, The City of Oxford Police Department does hereby grant the petitioner, permission to hold speaking event on the following date(s), time(s), and location:

102-640. - Fees.

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

Name of Applicant: Diala Chaney

Address: 101 Charger Loop Oxford, MS 38655

Telephone: 662-801-2745

Name of Organization: Oxford High School Student Council

Address: 101 Charger Loop

Telephone: 662-234-1562

Organization Director: Diala Chaney

Email: dhchaney@oxfordsd.org

On Site Contact Person: Diala Chaney

Name

Telephone: 662-801-2745

Requested Date(s): Monday, September 20, 2021

Requested Time(s): 7 pm

Requested Location(s): Start at intersection of 5th street and university avenue (like Christmas parade) turning left onto South Lamar, around the Square and then left onto Jackson Avenue, then right on MLK Jr to end at Oxford Intermediate School

Type of Event: OSD Homecoming Parade

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

Detailed Route Information, Start to Finish: Start at intersection of 5th street and university avenue (like Christmas parade) turning left onto South Lamar, around the Square and then left onto Jackson Avenue, then right on MLK Jr to end at Oxford Intermediate School

Spacing Intervals to be maintained between units of such parade or assembly: None Area/Width of Street, Sidewalk, or Public Area to be used by event: Expected Number of Participants and/or vehicles, animals, etc.: 40 cars/floats Number of expected Spectators: 300						
			Assembly Point and time of Participan	Assembly Point and time of Participants: 6:15 at parade start location		
			Description of any type of recording eddevices to be used for the event:	quipment, signs, banners, atten	tion getting	
Special Detail Instructions:						
_Diala Chaney	<u>9/3/21</u>	2:11				
Applicant	Date	Time				
Permit Approved By:						
Chief of Police	Date	Time				
Copies To:						
Mayor City Attorney Fire Chief City Engineer Other						

Attachments:

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To: Mayor and Board of Aldermen

From: Ben Requet, AICP, Director of Planning

Date: September 21, 2021

Re: Planning Department Travel Request

Comments: This is a request for four Planning Department Staff to attend the Mississippi Alabama American Planning Association Conference in Biloxi, MS on October 12th-15th. The travel request is a budgeted item in the amount of \$3,750.



To: Mayor and Board of Aldermen

From: Ben Requet, AICP, Director of Planning

Date: September 21, 2021

Re: Request to accept a T-Mobile Hometown Grant

Comments: In June of this year, Staff submitted a grant application for the T-Mobile Hometown Grant funding opportunity. We sought funds that will be used for the transformation of RSVP Plaza. This award is in the amount of \$50,000 with no match required by the City.



To: Mayor and Board of Aldermen

From: Ben Requet, AICP, Planning Director

Date: September 21, 2021

Re: First Reading of a request by MFM Development, LLC. to rezone approximately

+/- 4.6 Acres from (NR) Neighborhood Residential to (SCO) Suburban Corridor District for property located at 2365 South Lamar Boulevard. (PPINs #8908 &

#10381)

Request: This is a request to rezone approximately +/- 4.6 acres from (NR) Neighborhood Residential to (SCO) Suburban Corridor. Staff recommended approval of the request at the September 13, 2021 Planning Commission meeting, and the Planning Commission approved a motion to recommend approval of the rezoning to the Mayor and Aldermen with a 7-0 vote.

Comments: The subject property is located on the east side of South Lamar Boulevard, just south of the Azalea Drive intersection. At the time of the completion of the Comprehensive Plan (2016) and the Comprehensive Rezoning (2017), a church was located on this site and it continues to be used in this capacity but the congregation has substantially reduced in size. While it is used as a church, this facility does also have a daycare, a gymnasium and an area that was previously used as a seminary school.

The applicant seeks the ability to allow commercial uses at this site. Surrounding uses include professional offices (mostly medical), residential to the south (Hooper Hill), and institutional uses. The property abutting to the north was granted a rezoning (Case #2482) in 2019 that is similar to this request.

State Requirements for Rezoning: The criteria to zone property are citied in a number of Mississippi cases and are as follows:

"Before a zoning board reclassified property from one zone to another, there must be proof either: (1) that there was a mistake in the original zoning, or (2) (a) that the character of the neighborhood has changed to such an extent as to justify reclassification, and (b) that there was a public need for rezoning." (Burden v. City of Greenville, 1999)

In another case, the court states: "Before property is reclassified, applicant seeking rezoning must prove beyond clear and convincing evidence that there was a mistake in the original zoning, or that the character of the neighborhood has changed to such an extent as to justify rezoning and that the public need existed for rezoning." (City of Biloxi v. Gilbert, 1992)

Finally, Fondren North Renaissance v. Mayor and City Council of City of Jackson, 1999, stated: "Under the "change and mistake" rule of municipal zoning, based on the presumption that the original zoning is well-planned and designed to be permanent, before a zoning board may reclassify property from one zone to another, there must be proof either: (1) that there was a mistake in the original zoning, or (2)(a) that the character of the neighborhood has changed to such an extent as to justify reclassification, and (b) that there was a public need for rezoning.

Therefore, the merits of the applicant's request for rezoning, based on the criteria established in the cited cases, is as follows:

Mistake: Staff does not find evidence of a mistake on the previous rezoning of Neighborhood Residential, although given the commercial nature of adjoining zoning to the north, east, and west, this property could have just as easily been given a commercial zoning designation. The thought was that some residential development might be desirable on these two church sites given their proximity to medical services.

Change and Need: There is change occurring in the area, especially with the recent modification to the intersection of Azalea / Office Park Drive with South Lamar. The realignment introduced a traffic signal at this intersection and it made the interest toon less complicated. Recently, a traffic signal was also introduced at the Oxford Way and South Lamar intersection. It is Staff's understanding that over the years, the church's congregation has steadily dwindled. The pandemic has created additional challenges for the church, but a facility of this size is no longer needed. And given the ongoing desire for new medical and associated facilities, and the limited vacant commercial zoning available in this area, there does seem to be a need for some additional commercially zoned property.

Planning Commission Meeting (September 13, 2021)

The applicant's engineer, John Granberry, attended the meeting to respond to any questions from the Commission. Chairman Rigby did inquire if it was the church's intentions to continue to operate at this location. Mr. Granberry informed the Commission that the church is no longer conducting services at this location. Chairman Rigby noted that this request is a transitional property in terms of the rezoning because it is on the edge between Suburban Corridor and Neighborhood Residential and that the property is currently Neighborhood Residential because of its use as a church. Chairman Rigby also noted that because of the infrastructure changes nearby that there may be more desire for commercial in that area than there was previously when the zoning occurred. Commissioner Milam stated that the conditions based on case law for a rezoning must also justify the public need and he wanted to understand what the public need is in this area. Planning Director Ben Requet noted the increased commercial development

activity that is occurring along the South Lamar Corridor including a new eye clinic, a senior living development, a memory care facility, and a mixed-use climate-controlled storage facility.

Staff Recommendation: Staff recommended approval of the rezoning of this property from neighborhood Residential (NR) to (SCO) Suburban Corridor, equivalent to the properties adjoining it to the north and east. The concentration of medical offices and associated uses in this area, those are possibly the uses proposed, but it could also provide an opportunity for other commercial and service uses to support those existing businesses in the area. There is also a possibility that a greater mixed-use development with upper-level residential uses, which might be very desirable senior housing given the proximity to many medical service facilities in this area of Oxford.

Planning Commission Recommendation:

A motion to recommend approval of the rezoning to the Mayor and Board of Aldermen was made by Commissioner Spragins. That motion received a second by Commissioner Murphy. The motion carried with a 7-0 vote.

As this is a first reading, no voting action is required by the Mayor and Alderman.



Case 2784

To: Oxford Planning Commission From: Ben Requet, AICP, Director

Date: September 13, 2021

Applicant: MFM Development, LLC **Owner**: South Lamar Baptist Church

Reguest: Rezone +/- 4.6 Acres from (NR) Neighborhood Residential to (SCO) Suburban

Corridor District

Location: 2365 South Lamar Boulevard (PPINs #8908 & #10381)

Zoning: (NR) Neighborhood Residential

Surrounding Zoning:

North: (SCO) Suburban Corridor

East: (SCO) Suburban Corridor & (INST-G) Institutional Government

South: (NR) Neighborhood Residential

West: (TNB) Traditional Neighborhood Business

Planning Comments: This is a request to redone approximately +/- 4.6 acres from (NR) Neighborhood Residential to (SCO) Suburban Corridor. At the time of the completion of the Comprehensive Plan (2016) and the Comprehensive Rezoning (2017), a church was located on this site and it continues to be used in this capacity but the congregation has reduced in size. While it is used as a church, this facility does also have a daycare, a gymnasium and an area that was previously used as a seminary school.

The applicant seeks the ability to allow commercial uses at this site. Surrounding uses include professional offices (mostly medical), residential to the south (Hooper Hill), and institutional uses. The property abutting to the north was granted a rezoning (Case #2482) in 2019 that is similar to this request.

State Requirements for Rezoning: The criteria to zone property are citied in a number of Mississippi cases and are as follows:

"Before a zoning board reclassified property from one zone to another, there must be proof either: (1) that there was a mistake in the original zoning, or (2) (a) that the character of the neighborhood has changed to such an extent as to justify reclassification, and (b) that there was a public need for rezoning." (Burden v. City of Greenville, 1999)

In another case, the court states: "Before property is reclassified, applicant seeking rezoning must prove beyond clear and convincing evidence that there was a mistake in the original zoning, or that the character of the neighborhood has changed to such an extent as to justify rezoning and that the public need existed for rezoning." (City of Biloxi v. Gilbert, 1992)

Finally, Fondren North Renaissance v. Mayor and City Council of City of Jackson, 1999, stated: "Under the "change and mistake" rule of municipal zoning, based on the presumption that the original zoning is well-planned and designed to be permanent, before a zoning board may reclassify property from one zone to another, there must be proof either: (1) that there was a mistake in the original zoning, or (2)(a) that the character of the neighborhood has changed to such an extent as to justify reclassification, and (b) that there was a public need for rezoning.

Therefore, the merits of the applicant's request for rezoning, based on the criteria established in the cited cases, is as follows:

Mistake: Staff does not find evidence of a mistake on the previous rezoning of Neighborhood Residential, although given the commercial nature of adjoining zoning to the north, east, and west, this property could have just as easily been given a commercial zoning designation. The thought was that some residential development might be desirable on these two church sites given their proximity to medical services.

Change and Need: There is change occurring in the area, especially with the recent modification to the intersection of Azalea / Office Park Drive with South Lamar. The realignment introduced a traffic signal at this intersection and it made the interest toon less complicated. Recently, a traffic signal was also introduced at the Oxford Way and South Lamar intersection. It is Staff's understanding that over the years, the church's congregation has steadily dwindled. The pandemic has created additional challenges for the church, but a facility of this size is no longer needed. And given the ongoing desire for new medical and associated facilities, and the limited vacant commercial zoning available in this area, there does seem to be a need for some additional commercially zoned property.

Recommendation: Staff recommends approval of the rezoning of this property from neighborhood Residential (NR) to (SCO) Suburban Corridor, equivalent to the properties adjoining it to the north and east. The concentration of medical offices and associated uses in this area, those are possibly the uses proposed, but it could also provide an opportunity for other commercial and service uses to support those existing businesses in the area. There is also a possibility that a greater mixed-use development with upper-level residential uses, which might be very desirable senior housing given the proximity to many medical service facilities in this area of Oxford.



APPLICATION FOR ZONING MAP AMENDMENT

Applicant's Name	
Mailing Address	
Address of Property in Question	PPIN #
Telephone Number (s) Day	
Interest in Property () Owner () Leaseholder () Option to Purchase	e () Other Legal Interest
Present Zoning Classification of Property	
Proposed Zoning Classification of Property	
Legal Description of Property (Include all subdivision lot numbers of numbers)	r metes and bounds description and tax parcel
What changed or changing conditions make the passage of this amendment	ent necessary?
What other circumstances justify the proposed change?	
What error(s), if any, in the Zoning Map would be corrected by the prop	osed amendment?
A legal description and a plat showing the land area affected by the parea and all abutting properties, all public and private rights-of-wardesignated area and abutting properties must be attached along with a f	y and easements bounding and intersecting the iling fee payable to the City of Oxford.
Date Filed	
Date of Public Hearing	
Decision of Board of Adjustment	
Effective Date	

1685 York Avenue, Memphis, TN 38104 (662) 312-9672

August 16, 2021

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

RE: ZONING MAP AMENDMENT

Dear Ben:

On behalf of MFM Development, we are submitting this letter and supporting documentation as attachments to the Application for Zoning Map Amendment for certain properties located at 2385 South Lamar Avenue in Oxford, MS. The following information correlates directly to the Application for Zoning Map Amendment and as noted in the application as "See attached":

Legal Description of Property (Include all subdivision lot numbers or metes and bounds description and tax parcel numbers)

Legal Description:

A parcel of land in the Northwest Quarter of Section 4, Township 9 South, Range 3 West, and in the Southwest Quarter of Section 33, Township 8 South, Range 3 West, in the City of Oxford, Lafayette County, Mississippi, and being more particularly described as follows:

Begin at an iron pin found that is located 330.0 feet South of the northeast corner of the Northwest Quarter of Section 4, Township 9 South, Range 3 West; run thence South 89° 53' 22" West for a distance of 425.64 feet to an iron pin found on the east right-of-way line of South Lamar; run thence North 8° 55' 32" West along said east right-of-way line for a distance of 387.36 feet to a utility pole; run thence North 81° 35' 21" East, leaving said east right-of-way line, for a distance of 301.50 feet to an iron pin set; run thence North 47° 23' 33" East for a distance of 183.36 feet to an iron pin found; run thence South 73° 46' 31" East for a distance of 53.06 feet to an iron pin found; run thence South 0° 10' 05" East for a distance of 535.25 feet to the point of beginning of the herein described parcel of land; said parcel contains 4.66 acres, more or less.

Tax Parcel Numbers:

182D-04-001.00 & 138N-33-034.00

What changed or changing conditions make the passage of this amendment necessary?

There are major changes to the infrastructure in the area. South Lamar has been widened and curb and gutter has been added to the street section adjacent to and immediately north of the subject property. The intersection at Azalea Drive / Office Park Drive with S. Lamar has been improved to a new signalized intersection. Realignment of these streets at this intersection has improved the flow of traffic and safety within the area.

Another change in the conditions is that the South Lamar Baptist Church is no longer operating on this property. Since there is no longer a religious institutional use on this property, a commercial use or mixed commercial/residential use more closely aligns with the current religious institutional use than that of a residential use.

Another change in character of the neighborhood is that the property adjacent to and immediately north of our property (Oxford Wisteria, LLC – PPIN: 8907) was rezoned in 2019 from Neighborhood Residential (NR) District to Suburban Corridor (SCO) District. This property and change directly correlates to our situation, as this property's use was also a religious institutional use prior to the rezoning. The similarity does not necessarily justify the rezoning; however, the rezoning itself does signify the changing conditions of the area.

What other circumstances justify the proposed change?

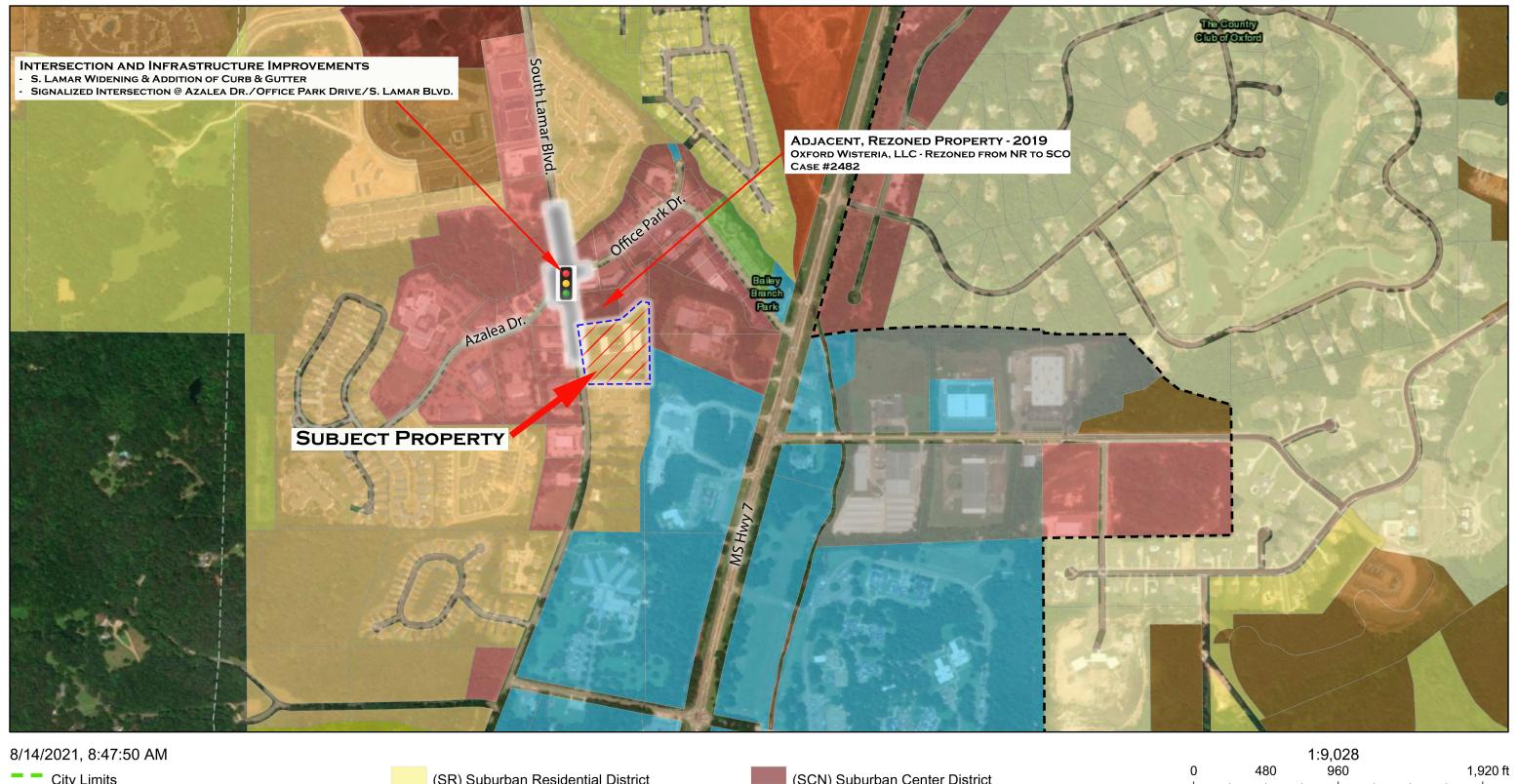
With the ongoing infrastructure improvements and commercial development of properties adjacent to South Lamar, rezoning this property to allow equivalent commercial uses as allowed on adjoining properties, seems justified. Given the ongoing desire for new medical and associated facilities, and the limited vacant property with commercial zoning available in this area, there is a need for some additional commercially zoned property in the area. Additionally, this rezoning would allow for upper-level residential uses, which might be very desirable senior housing, given the proximity to many medical service facilities in this area of Oxford.

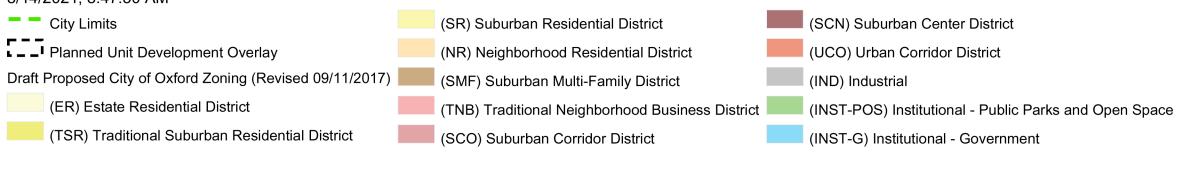
If any additional information is needed, please do not hesitate to contact myself or JW McCurdy with any questions.

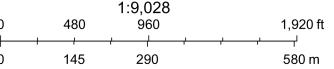
Sincerely,

John Granberry, P.E

REZONING EXHIBIT







Esri, HERE, Garmin, iPC, Maxar

PROPERTY INFO:

2385 SOUTH LAMAR, OXFORD, MS

PARCEI ID#: 1820-04-001 00 & 138N-33-034,00

PPIN: Confidential Information - For Board Use Only - Do not Redistribute Page 166 of 278



To: Mayor and Board of Aldermen

From: Benjamin Requet, AICP, Director of Planning

Date: September 21, 2021

Regarding: Case 2792 - First Reading - Modifications to Articles 2, 3, & 7 of the Land

Development Code

Planners Comments: The changes proposed address concerns that have surfaced. The changes include:

- Modifying the side yard setback standards for the Traditional Neighborhood Business, Suburban Corridor, Suburban Center, Urban Corridor and Urban Center districts to clarify that accessory structures are subject to a 5' setback.
- Modifying the standards for Vehicle Repair or Maintenance Facilities to establish more standards for this use when it is located adjacent to existing residential uses.
- Modifying the signage standards to incorporate the ability for a business to add a sign for a shared space.

Article 2

A change to the side yard setback requirements for TNB, SCO, SCN, UCO & UCN is being proposed to clarify that a primary building may be constructed on one side yard property line, however, any proposed accessory structure shall comply with all of the requirements for that use.

2.6.7 TNB – Traditional Neighborhood Business

Side Yard Setback Line – 10 feet on one side of a primary structure.

Add Footnote 5 – Accessory structures are subject to the 5' property line separation. See 3.11.1

2.6.8 SCO – Suburban Corridor

Add Footnote 5 – Accessory structures are subject to the 5' property line separation. See 3.11.1

2.6.9 SCN – Suburban Center

Add Footnote 5 – Accessory structures are subject to the 5' property line separation. See 3.11.1

2.6.10 UCO – Urban Corridor

Add Footnote 4 – Accessory structures are subject to the 5' property line separation. See 3.11.1

2.6.11 UCN – Suburban Center

Add Footnote 4 – Accessory structures are subject to the 5' property line separation. See 3.11.1

Article 3

Changes are proposed to the Vehicle Repair or Maintenance Facilities standards to incorporate more standards for this use when it is located adjacent to residential uses.

3.8.13 Vehicle Repair or Maintenance Facility

3.8.13.1 Definition: A business that offers services to maintain, repair, clean, and provide other services to automotive vehicles.

3.8.13.2 Districts Permitted:

- a) Vehicle Repair or Maintenance Facilities are permitted in the IND district.
- b-a) Vehicle Repair or Maintenance Facilities are a special use in the IND district.
- € b) Vehicle Repair or Maintenance Facilities are special exceptions in the AG, RCN, TNB, SCN and SCO Districts.
- 3.8.13.3 Parking: One space is required for each 300 square feet patron waiting area. See Article 4 for general requirements
- 3.8.13.4 Loading: No use-specific requirement. See Article 4 for general requirements.

3.8.13.5 Additional Standards:

- a. Where this use is a special exception, it is limited to service for personal, light duty or medium duty vehicles not requiring a commercial driving license.
- b. Repair: The number of outside stored vehicles awaiting repair is limited to no more than 5, or 1 per service bay, whichever is greater. Stored vehicles must have a current tag and inspection sticker.
- c. Accessory junkyards including the storage of vehicles used for parts are not permitted.
- d. The use shall screen all vehicles that have been accepted for repairs from view by enclosing them within a building or in a rear yard area. Any outdoor storage must be screened by a six-foot solid screening fence or six-foot screen evergreen hedge along the side and rear property lines.
- e. No more than two vehicles per bay or repair / inspection station that have been accepted for repairs by the shop may be stored or parked outside after regular business hours.
- f. No sales of vehicles are permitted on the premises of this use.
- g. Car Washes: Automatic or Full Service:
 - i. All exterior walls and accessory washing areas shall be constructed so that they match the principal structure in design and materials.

- ii. The outdoor service area of a car wash shall be placed and screen in accordance with the standards for on-site parking.
- iii. Washes, vacuums, and similar service devices shall be located a minimum of 50 feet from the nearest portion of an adjacent residential zoning district or lot containing a legal, conforming residential use. for facilities that do not include an automatic dryer. Where automatic dryers are installed, separation shall be 500 feet from the nearest lot line of an adjacent residential zoning district or lot containing a legal, conforming residential use.
- iv. When located adjacent to a residential use, the car wash shall be screened along all property lines with a minimum 6' tall masonry or decorative wood fence. Along any property line that abuts a residential use, a landscape buffer with a minimum width of 5' and containing a mix of shrubs, grasses, trees and flowers shall be provided. This buffer shall be installed towards the residential use and it shall also be irrigated.
- v. Car washes accessory to a principal use shall be located in the side or rear yard only.
- vi. Hours of operation shall be no earlier than 8:00 a.m. and no later than 11:00 p.m. When located within 250' of an existing residential use, a car wash shall not operate later than 9:00 p.m.
- vii. Canopies for vacuuming stations do not require 5' of separation from the primary structure.

Article 7

A change is proposed to allow signage for shared spaces.

7.3.1.2 c. Businesses are limited to one wall or projecting sign and two window or door signs for each façade that has a public entrance. A second wall or projecting sign may be requested by Special Exception. Additionally, a sign on a facade with no public entrance may be requested by Special Exception. Projecting signs will be no larger than 6 square feet in sign area (typically, a 24" x 36" sign). Each window sign may cover no more than 15% of one window or door, and each wall sign may cover no more than 15% of the façade of the building. Where only one window sign is proposed, the percentage from the second allowed sign may be aggregated to allow 30% coverage of one window. Businesses utilizing a shared space for outdoor seating or dining may be allowed one sign not to exceed 3 square feet. Such signage must be affixed to an area barrier.

At their regularly scheduled meeting on September 13, 2021, the Planning Commission unanimously recommended approval of the proposed modifications.

As this is a first reading, no voting action is required by the Mayor and Board of Alderman.



To: Mayor and Board of Alderman Robert Baxter, AICP; Planner II

Date: September 21, 2021

RE: Request for City Utilities for development outside the City Limits of Oxford that

includes a Site Plan approval for Case #2783, Updraft Investments, LLC, for "Industrial Park Drive C-Store," for property located at the Northwest corner of CR

101 and CR 166 (PPIN #25885)

The applicant is requesting an Extension of City Utilities that includes a Site Plan approval for 'Industrial Park Drive C-Store.' The subject property is located on +/-2.45 acres at the northwest corner of Industrial Park Drive and CR 101. This will be a five-pump station with an associated +/-7,500 sf convenience store. The provided site plan meets all relevant standards for the zoning and use.

Engineering provided comments related to Access, Water and Sewer, and Stormwater. Engineering Staff also noted that the placement of sidewalks on the property will be on the applicant's property and not on public right-of-way due to an agreement with the County.

At the September 13, 2021 Planning Commission meeting, the Planning Commission unanimously recommended approval of for extension of City Utilities for a development outside of the City Limits of Oxford that includes a Site Plan approval for 'Industrial Park Drive C-Store' with the three conditions that are listed in the staff report.

Recommendation: Staff recommends approval of the requested Site Plan with the following conditions:

- 1. Approval is for the plan as submitted. (Planning)
- 2. Sidewalks are required to be constructed along all roadway frontages. Since the county is only allowing a portion of its public ROW to be used for sidewalk access, the remainder must be placed on private property and a pedestrian easement drafted in favor of the City of Oxford, to be executed if and when the city annexes the property. (Engineering)

3.	The agreement to provide water and service excludes the use/construction of a car wash of any type without necessary upgrades to the City sewer infrastructure as determined and approved by City Staff and at the owner/developers expense. (Engineering)	



Case 2783

To: Oxford Planning Commission
From: Robert Baxter, AICP, Planner II

Date: September 13, 2021

Applicant: Ran Management

Owner: Same

Request: Request for City Utilities for development outside the City Limits of Oxford that

includes a Site Plan approval for "Industrial Park Drive C-Store"

Location: Northwest corner of CR 101 and CR 166 (PPIN #25885)

Zoning: Lafayette County I-2 Heavy Industrial (Future Land Use – Industrial)

Surrounding Zoning:

North, South & West: Lafayette County I-2 Heavy Industrial

East: Lafayette County R-2 Medium Density Residential

Planning Comments: The subject property is located in the County on +/- 2.45 acres at the northwest corner of Industrial Park Drive and CR 101. The applicant is proposing to construct a service station with five (5) pumps and an associated +/- 7,500 sf convenience store with an additional bay of retail space. The applicant is requesting the ability to connect to City utilities. Developments in the County that are requesting City utilities shall meet the relevant standards for those uses in the City of Oxford Land Development Code.

<u>Use and Parking Requirements</u> – Service stations are special uses in Industrial districts. This site plan meets those requirements.

The parking standard for this use is one parking space for each 300 sf of gross sales floor area. 28 spaces are provided including three handicap spaces, which is within the allowed parking limits.

<u>Coverage and Requirements</u> – Industrial zoning allows for up to 80% lot coverage and this proposal has approximately 43% coverage.

Other Requirements

 Building façade and materials – The current plans call for brick veneer with bronze metal canopies.

- **Signage** As this property is in the County, the City sign ordinance does not apply, though this proposal does include a monument sign that appears to meet City requirements.
- **Lighting** A photometric study has been provided with this submission that shows minor spill over light over the west property line.
- Access Access to this site will be taken from both Industrial Park Drive and CR 101. New sidewalks are indicated on the plans for both frontages. Internal sidewalks around the building are also indicated.
- Landscaping The proposed landscape design meets all standards related to parking lot trees, edge buffers, foundation plantings and street trees.

Engineering Comments

Access

This site is located in the northwest quadrant of the intersection of County Road 101 (Old Hwy 7) and County Road 166 (Industrial Drive) in Lafayette County. It has planned, proposed access to both. The site will be donating .06 acres of right-of-way to Lafayette County that is currently encroached upon by the pavement radius of the roadway. Because the property will be served by City of Oxford water and sewer facilities, site improvements must be made in accordance with the City of Oxford Land Development Code. One such requirement is the installation of sidewalks along roadway frontages. Lafayette County has stated that no sidewalks will be allowed on public right-of-way, with the exception of approximately 70 linear feet, which will traverse across the area of proposed right-of-way dedication. The remainder of the sidewalk will be installed along the roadway frontages inside the property line. A pedestrian easement will be drafted in favor of the City of Oxford to become effective if, and at such time as the city annexes this area.

Water and Sewer

Water for the site will be obtained via an 8" City of Oxford water main running along County Road 101. The site will discharge sewer to an existing lift station at Winchester via a direct connection or via a manhole if possible. The plans incorrectly show a connection to an existing 2" pressure force main running along County Road 166. This force main runs to the Industrial Park Wastewater Treatment Lagoon which has limited capacity and is being upgraded by a private developer to provide increased capacity to serve Oakmont and Briarwood as noted in Case 2680. In the event that the developer agrees to dedicate some capacity to the gas station, the Development Agreement could be modified and the sewer could be directed to the Lagoon. The design engineer is revising the plans to show the planned connection to the existing lift station and NOT the lagoon.

Due to the capacity of the lift station, staff requested an estimated water usage for the proposed use and a confirmation that a car wash would NOT be installed at this location. The City does not

have capacity to provide service to a car wash without improvements to the lift station. The design engineer has estimated the usage as follows based on other C-Stores:

USE TYPE	AREA	KITCHEN SPACE AREA WAS	TEWATER FLOW RATE
	(SF)	(SF)	(gal/day)
CONVENIENCE STORE/GAS STATION	4,500	205	1600
*RESTAURANT/DELI (no drive thru)	1,500	500	800
*GENERAL COMM/ RETAIL / OFFICE	1,500	100	200
TOTAL	7,500	805	2600

Storm water

Storm water management will be accomplished using a detention (dry) basin located in the northwest portion of the site. Storm water runoff from the south half of the site will be direct to the detention basin through a series of inlets and drain pipes. Storm water runoff from the northeast portion site will be conveyed overland to the detention basin. The basin will discharge near the northeast corner into an existing drainage swale after passing through a control structure.

The Storm water Management Plan has been approved by staff.

Other Departments: All other departments have recommended approval.

Recommendation: Staff recommends approval of the requested Site Plan with the following conditions:

- 1. Approval is for the plan as submitted. (Planning)
- 2. Sidewalks are required to be constructed along all roadway frontages. Since the county is only allowing a portion of its public ROW to be used for sidewalk access, the remainder must be placed on private property and a pedestrian easement drafted in favor of the City of Oxford, to be executed if and when the city annexes the property. (Engineering)
- 3. The agreement to provide water and service excludes the use/construction of a car wash of any type without necessary upgrades to the City sewer infrastructure as determined and approved by City Staff and at the owner/developers expense. (Engineering)

SITE PLAN & CONSTRUCTION PLANS FOR

C-STORE: INDUSTRIAL PARK DRIVE

LAFAYETTE CO., MISSIPPI



VICINITY MAP

SCALE: 1"=1,000'



AERIAL MAP

SCALE: 1"=1,000'

DEVELOPER:

RAN MANANGEMENT

319 POPLAR VIEW LANE WEST, STE. 1

COLLIERVILLE, TN 38017



IF, DURING CONSTRUCTION, THE ENGINEER FINDS IT NECESSARY TO CHANGE THE LINES, DIMENSIONS, THICKNESS, GRADES, SLOPES, SECTIONS OR QUANTITIES OR IF SUCH CHANGES ARE ORDERED FOR ANY OTHER REASON; THE FINAL QUANTITIES WILL BE RECOMPUTED BASED ON THE PLAN CHANGES, AS A RESULT OF AUTHORIZED CHANGES. ANY AND ALL MAJOR CHANGES MUST ALSO BE APPROVED BY THE LOCAL GOVERNING AGENCY.

CIVIL ENGINEER:



GRANBERRY & ASSOCIATES
1685 YORK AVENUE
MEMPHIS, TN 38104
PH: 662.312.9672
jgranberry@mccartygranberry.com

SURVEYOR:



OLLAR SURVEYING
3157 HIGHWAY 64, STE. 250
EADS, TN 38028
PH: 901.465.5555
jason@ollarsurveying.com

LANDSCAPE ARCHITECT:



SLOAN LANDSCAPE ARCHITECTURE
P.O. BOX 311
TUPELO, MS 38802
PH: 662.610.5588
shipmansloan@gmail.com

ARCHITECT:



DESIGN GROUP ARCHITECTS
1255 LYNNFIELD ROAD, STE. 226
MEMPHIS, TN 38139
PH: 901.603.8765
designgroup50@yahoo.com

LOCATION MAP

INDEX OF SHEETS

DETENTION POND GRADING PLAN & DETAILS.

EROSION CONTROL DETAILS.

PLANTING DETAILS.

SITE LIGHTING & WIRING PLAN.....

PHOTOMETRIC PLAN.....LIGHTING DETAILS.

SEWER DETAILS..

PLANTING PLAN.....

DUMPSTER DETAILS...

GENERAL NOTES:

- 1. THE CONTRACTOR SHALL NOTIFY THE LAFAYETTE COUNTY PLANNING DEPARTMENT AT (662) 236-0237 BEFORE COMMENCING CONSTRUCTION.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ANY UTILITY COMPANY WHICH MAINTAINS A UTILITY LINE WITHIN THE BOUNDARIES OF THE PROJECT BEFORE THE INITIATION OF ANY CONSTRUCTION ON THE PROJECT OR IN THE STREETS BORDERING THE PROJECT. THE CONTRACTOR SHALL ALSO ASSUME RESPONSIBILITY FOR ANY DAMAGE INCURRED BY ANY UTILITY COMPANY TO THEIR UTILITY LINES WHETHER SHOWN ON THE CONSTRUCTION PLANS OR NOT, DURING WORK ON THE PROJECT.
- 3. ALL NEWLY CUT AND/OR FILLED AREAS LACKING ADEQUATE VEGETATION SHALL BE SEEDED, FERTILIZED, MULCHED AND/OR SODDED AS REQUIRED TO EFFECTIVELY PREVENT SOIL EROSION PER STATE REGULATIONS.
- 4. ALL CONSTRUCTION WITHIN PUBLIC EASEMENTS AND RIGHT-OF-WAYS SHALL MEET THE LAFAYETTE COUNTY STANDARD SPECIFICATIONS. CONSTRUCTION WITHIN PRIVATE DEVELOPMENTS (PRIVATE STREETS, DRIVES, ALLEYS AND ASSOCIATED INFRASTRUCTURE) SHALL BE REVIEWED ON A CASE-BY-CASE BASIS.
- 5. THE CONTRACTOR MUST HAVE WRITTEN APPROVAL FROM THE COUNTY ENGINEER BEFORE ANY CHANGE IN DESIGN IS MADE.
- 6. FOR INFORMATION CONCERNING THE UTILITIES, CALL 1-800-351-1111 OR THE RESPECTIVE ORGANIZATION.

CITY OF OXFORD, ENGINEERING: CITY OF OXFORD, UTILITIES: (662) 232-2306 (662) 232-2373

- 7. SEVENTY-TWO (72) HOURS BEFORE BEGINNING ANY EXCAVATION, THE CONTRACTOR SHALL CALL 1-800-351-1111 FOR THE LOCATION OF UNDERGROUND UTILITIES. CALL CITY OF OXFORD, PUBLIC WORKS/UTILITIES FOR THE LOCATION OF WATER LINES AND SEWER LINES.
- 8. THE CONTRACTOR SHALL NOT ENTER UPON NOR CAUSE DAMAGE TO ANY ADJACENT PROPERTIES WITHOUT WRITTEN PERMISSION FROM SAID PROPERTY OWNERS.
- 9. ALL FILL LIFTS SHALL BE COMPACTED TO A MINIMUM DENSITY OF 95% OF THE STANDARD PROCTOR DENSITY(ASTM D-698) WITH SUITABLE FILL MATERIAL ACCEPTABLE TO TESTING LABORATORY. MAXIMUM LOOSE LIFT TO BE 6".
- 10. ALL CONCRETE SHALL BE 4,000 PSI, AIR ENTRAINED.
- 11. ANY EXISTING UTILITIES REQUIRING RELOCATION OR REMOVAL SHALL BE THE DEVELOPER'S RESPONSIBILITY.

SEWER NOTES:

- 1. SANITARY SEWER SHOULD BE LAID AT LEAST 10 FEET HORIZONTALLY AND 18" VERTICALLY FROM ANY EXISTING OR PROPOSED WATER MAIN, WITH THE WATER MAIN LOCATED ABOVE THE SEWER PIPE. SEWERS CROSSING WATER MAINS SHALL BE ARRANGED SO THAT THE SEWER JOINTS WILL BE EQUIDISTANT AND AS FAR AS POSSIBLE FROM THE WATER MAIN OR THE SEWER SHOULD BE DUCTILE IRON OR SHALL BE ENCASED IN DUCTILE IRON OR CONCRETE FOR A MINIMUM OF ONE FULL JOINT LENGTH ON EACH SIDE OF THE CROSSING.
- 2. ALL SANITARY SEWER MAINS AND SERVICES SHALL BE PVC SDR-26. SEWER SERVICES SHALL BE 6" IN DIAMETER, AND SHALL BE INSTALLED ON A MINIMUM 1% SLOPE.
- 3. CONSTRUCTION AND MATERIALS FOR THE SANITARY SEWER SYSTEM SHALL CONFORM TO THE SPECIFICATIONS OF THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY AND THE CITY OF OXFORD.
- 4. BEDDING MATERIAL SHALL BE REQUIRED BENEATH ALL SANITARY SEWER MAINS, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
- 5. SEWER SERVICES SHALL BE EXTENDED TO A DISTANCE OF 5' MINIMUM BEHIND BACK OF SIDEWALK AND LOCATED WITH 2" DIA. LOCATION PIPE.
- 6. CONTRACTOR SHALL MARK SEWER CROSSINGS OF COMMON OPEN SPACE AREAS WITH CHISELED "S" ON CURB OR SIDEWALK AT CROSSING LOCATIONS.
- 7. ALL PUBLIC STORM DRAIN AND SEWER SHALL BE INSPECTED BY CAMERA AND IN THE PRESENCE OF A CITY REPRESENTATIVE. ANY DAMAGE OR DEFICIENCIES SHALL BE REMOVED AND REPLACED AND OR REPAIRED IN ACCORDANCE TO MANUFACTURERS AT THE DISCRETION OF THE CITY. ALL REPAIRS SHALL BE MADE PRIOR TO CITY

WATER SPECIFICATION NOTES:

- 1. ALL WATER MAIN LINES SHALL BE 8" DIAMETER (MIN.) DUCTILE IRON PIPE, CLASS
- 2. ALL WATER SERVICE LINES SHALL BE 1" MINIMUM DIAMETER AND SHALL MEET THE CITY OF OXFORD SPECIFICATIONS.
- 3. CONSTRUCTION AND MATERIALS FOR THE WATER DISTRIBUTION SYSTEM SHALL CONFORM TO THE SPECIFICATIONS OF THE MISSISSIPPI DEPARTMENT OF HEALTH AND THE CITY OF OXFORD.
- 4. WATER MAINS SHALL BE INSTALLED AT LEAST 10 FEET HORIZONTALLY AND 18 INCHES VERTICALLY FROM ANY SEWER MAIN OR MANHOLE (WATER OVER SEWER). WHERE WATER MAINS CROSS OVER SEWER MAINS, THE ABOVE REQUIREMENTS MAY BE WAIVED IF PIPE SEGMENTS ARE CENTERED TO PROVIDE MAXIMUM SPACING OF THE JOINTS OF BOTH WATER AND SEWER MAINS AND A VERTICAL SEPARATION OF AT LEAST 18 INCHES (WATER OVER SEWER) IS MAINTAINED. THE DISTANCES AND SPACING MENTIONED ABOVE ARE CLEAR DISTANCES, AND WHENEVER THE DISTANCE CAN NOT BE MET, THE MAIN MUST BE PLACED IN CASING.
- 5. THE CONTRACTOR SHALL VERIFY LOCATION AND SIZE OF EXISTING WATER MAINS PRIOR TO COMMENCING BORING OR CONNECTION OPERATIONS. THE CONTRACTOR SHALL PROVIDE NECESSARY ADJUSTMENTS TO BOTH NEW AND EXISTING WATER LINES TO ALLOW CONNECTION AND INSTALLATION.
- 6. WATER MAINS AND SERVICES MUST HAVE A MINIMUM OF 36" CLEARANCE.
- 7. SPACING OF FIRE HYDRANTS MY VARY, BUT SHALL IN NO CASE BE SPACED FARTHER THAN 500' APART. SPACING SHALL BE MEASURED LINEARLY ALONG STREET FRONTAGE.
- 8. CONTRACTOR SHALL MARK WATER CROSSINGS OF COMMON OPEN SPACE AREAS WITH CHISELED "W" ON CURB OR SIDEWALK AT CROSSING LOCATIONS.
- 9. METER BOXES MEETING THE CITY OF OXFORD'S REQUIREMENTS SHALL BE PROVIDED FOR EACH BUILDING BY THE DEVELOPER AND INSTALLED TO GRADE.
- 10. ALL TAPS MADE BY CITY OF OXFORD ARE TO BE PAID FOR BY CONTRACTOR/DEVELOPER.

EROSION CONTROL NOTES

- 1. EROSION CONTROLS ARE NOT LIMITED TO THE SPECIFIED PRACTICES; HOWEVER, ALTERNATIVE MEASURES MUST BE AS EFFECTIVE IN CONTROLLING EROSION AND SEDIMENTATION.
- 2. IF THE EROSION CONTROL MEASURES SELECTED AND CONSTRUCTED FAIL TO ADEQUATELY CONTROL EROSION AND OFF-SITE SEDIMENT TRANSPORT, ALTERNATIVE METHODS MUST BE USED AND APPROVED BY THE DIVISION OF ENGINEERING AND MDEQ. INADEQUATELY CONTROLLED EROSION IS A VIOLATION OF MISSISSIPPI STATE LAW AND WILL NOT BE PERMITTED.
- 3. ANY EROSION CONTROL MEASURES SHOWN HERE ON ARE INTENDED AS A MINIMUM GUIDE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EROSION CONTROLS NECESSARY TO COMPLY WITH ALL APPLICABLE COUNTY, STATE AND FEDERAL LAWS.
- 4. CLEARING AND GRUBBING SHALL BE THE MINIMUM NECESSARY FOR GRADING AND EQUIPMENT OPERATION.
- 5. SEQUENCE CONSTRUCTION SHALL BE USED IN ORDER TO MINIMIZE EXPOSURE TIME OF
- 6. AVOID GRADING ACTIVITIES DURING MONTHS OF HIGHLY EROSIVE RAINFALL.
- 7. STABILIZE CLEARED AREA BEFORE PROCEEDING TO CLEAR ANOTHER BY TEMPORARILY OR PERMANENTLY PROTECTING THE DISTURBED SOIL SURFACE FROM RAINFALL IMPACTS AND RUNOFF
- 8. EROSION AND SEDIMENT CONTROL MEASURES MUST BE IN PLACE AND FUNCTIONAL PRIOR TO BEGINNING EARTH MOVING OPERATIONS.
- 9. ALL EROSION CONTROL MEASURES MUST BE PROPERLY CONSTRUCTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
- 10. EROSION CONTROL MEASURES MUST BE APPROPRIATELY ADJUSTED, RELOCATED AND MODIFIED IN ACCORDANCE WITH APPLICABLE REQUIREMENTS AND REGULATIONS TO ADDRESS CHANGING SITE CONDITIONS AS THE PROJECT PROGRESSES.
- 11. INSPECT ALL EROSION AND SEDIMENT CONTROL MEASURES TWICE WEEKLY, A MINIMUM OF 72 HOURS APART AND AFTER EACH RAINFALL PER MDEQ CONSTRUCTION GENERAL PERMIT REQUIREMENTS. DAILY CHECKING IS REQUIRED DURING PROLONGED RAINFALL. MAINTAIN A RAIN GAUGE ON SITE WITH A PERMANENT RAINFALL LOG. MAINTAIN A PERMANENT LOG OF CHECKS AND MAINTENANCE MEASURES.
- 12. KEEP CONSTRUCTION DEBRIS FROM ENTERING SWALES, DITCHES AND STREAM CHANNELS.
- 13. PROMPTLY BACKFILL AND STABILIZE TRENCHES AND/OR PITS.
- 14. DESIGNATE A SPECIFIC QUALIFIED INDIVIDUAL TO BE RESPONSIBLE FOR EROSION AND SEDIMENT CONTROLS AND TO KEEP THE PERMANENT JOB LOG. THE PERSON RESPONSIBLE FOR MAINTAINING THE EROSION CONTROL MEASURES AND LOG SHALL HAVE THE APPROPRIATE CERTIFICATION AS REQUIRED BY MDEQ. A COPY OF THIS CERTIFICATION SHALL BE MAINTAINED AT THE JOB SITE.
- 15. DO NOT PLACE EXCAVATION MATERIAL FROM THE PIPE TRENCHES BETWEEN THE TRENCH AND SWALES, DITCHES OR STREAMS. PLACE MATERIAL ON THE UP SLOPE SIDE OF THE EXCAVATION SUCH THAT ANY EROSION FROM IT IS CAUGHT BY THE TRENCH.
- 16. BUFFER ZONES SHALL BE PROVIDED TO MEET THE MINIMUM REQUIREMENTS OF THE MDEQ CONSTRUCTION GENERAL PERMIT.
- 17. DO NOT DESTROY, REMOVE OR DISTURB VEGETATIVE GROUND COVER MORE THAN 14 CALENDAR DAYS PRIOR TO GRADING.
- 18. DO NOT UNNECESSARILY REMOVE CANOPY; HOWEVER, WHEN NECESSARY, TREES AND SHRUBS SHOULD BE CUT SO THAT THEY FALL AWAY FROM THE DITCH.
- 19. ANY AREA THAT WILL REMAIN UNFINISHED FOR MORE THAN 14 CALENDAR DAYS SHALL HAVE APPROPRIATE ANNUAL VEGETATION FOR TEMPORARY SOIL STABILIZATION.
- 20. APPLY PERMANENT SOIL STABILIZATION WITH PERENNIAL VEGETATION AS SOON AS POSSIBLE, BUT NO MORE THAN 14 CALENDAR DAYS AFTER FINAL GRADING.
- 21. EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, THEN ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL AND/OR TREAT THE SEDIMENT SOURCE BEFORE LAND AND/OR AQUATIC DISTURBANCE MAY CONTINUE.
- 22. ALL EROSION CONTROL MEASURES SHALL MEET THE MINIMUM REQUIREMENTS OF ALL FEDERAL, STATE AND LOCAL AGENCIES.
- 23. PROTECT INLETS DURING CONSTRUCTION. KEEP SEDIMENT OUT OF THE STORM DRAINAGE SYSTEM. MODIFY PROTECTION AS CONSTRUCTION PROGRESSES. INSPECT AND MODIFY INLET PROTECTIONS AS NECESSARY TO INSURE SATISFACTORY TRAPPING OF SEDIMENT.
- 24. IN ACCORDANCE WITH THE LAFYETTE COUNTY MS4 PERMIT, ALL STATE/NPDES PERMITS ARE REQUIRED TO BE OBTAINED AND IMPLEMENTED BEFORE START—UP OF ANY CONSTRUCTION ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, LAND AND/OR AQUATIC DISTURBANCE.
- 25. INSTALL STAKED AND ENTRENCHED MULCH SOCKS AND/OR SILT FENCE ALONG THE BASE OF ALL BACKFILLS AND CUTS ON THE DOWNHILL SIDE OF ANY STOCKPILED SOIL AND ALONG ANY DITCH BANKS IN CLEARED AREAS TO PREVENT EROSION INTO DITCHES. PLACE SILT FENCE ALONG CONTOURS, NOT ACROSS. DO NOT ALLOW SILT FENCE TO CAUSE CONCENTRATED FLOW.
- 26. DIVERT ALL SURFACE WATER FLOWING TOWARD THE CONSTRUCTION AREA AROUND THE CONSTRUCTION AREA BY THE USE OF DIKES, BERMS, CHANNELS OR SEDIMENT TRAPS
- 27. IF REQUIRED, PLACE COFFERDAMS CONSTRUCTED WITH SANDBAGS, PLASTIC OR NON-ERODIBLE SHEETING ON EITHER SIDE OF PROPOSED LINE CROSSINGS AND EXTEND FROM BANK TO BANK TO PREVENT THE FLOW OF WATER INTO THE CONSTRUCTION AREA. HOLD WATER FROM COFFERDAMS OR EXCAVATIONS IN PROPERLY DESIGNATED SETTLING BASINS, DEWATERING PITS OR FILTER BASINS UNTIL IT IS AT LEAST AS CLEAR AS UPSTREAM WATER BEFORE DISCHARGING INTO SURFACE WATER. ENSURE THAT DISCHARGE DOES NOT CAUSE EROSION AND SEDIMENTATION.
- 28. DO NOT USE DITCHES FOR THE TRANSPORT OF EQUIPMENT. USE A STABILIZED PAD OF CLEAN AND PROPERLY SIZED ROCK FOR ACCESS TO ROAD CONSTRUCTION. UTILIZE EROSION AND SEDIMENT CONTROL MEASURES AS INDICATED ON THE PLANS AND IN THE CURRENT EDITION OF THE MISSISSIPPI EROSION PREVENTION AND SEDIMENT CONTROL HANDBOOK WHERE DITCH BANKS ARE DISTURBED.

GOVERNING AGENCY CONTACT INFORMATION:

LAFAYETTE COUNTY PLANNING AND DEVELOPMENT DEPARTMENT:

300 NORTH LAMAR OXFORD, MS 38655 PHONE: (662) 236-0237

LAFAYETTE COUNTY ENGINEER:
P.O. BOX 308
OXFORD, MS 38655
PHONE: (662) 234-1763

LAFAYETTE COUNTY BUILDING INSPECTOR: 300 NORTH LAMAR OXFORD, MS 38655
PHONE: (662) 236-0237

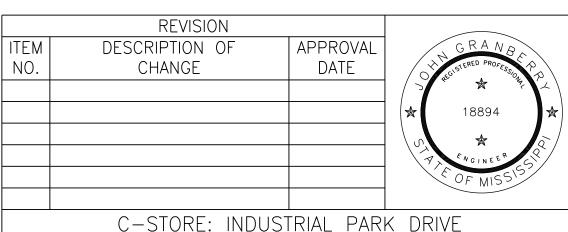
LAFAYETTE COUNTY FIRE DEPARTMENT:
P.O. BOX 1933
OXFORD, MS 38655
PHONE: (662) 232-2880

CITY OF OXFORD, ENGINEERING DEPARTMENT: 107 COURTHOUSE SQUARE OXFORD, MS 38655 PHONE: (662) 232-2306

CITY OF OXFORD, UTILITIES DEPARTMENT: 300 MCELROY DRIVE OXFORD, MS 38655 PHONE: (662) 232-2373

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY (MDEQ):
ENVIRONMENTAL PERMITS DIVISION
OFFICE OF POLLUTION CONTROL
P.O. BOX 2261
JACKSON, MS 39225
PHONE: (601) 961-5171

MISSISSIPPI DEPARTMENT OF HEALTH (MSDH):
WATER SUPPLY DIVISION
570 E WOODROW WILSON AVE
JACKSON, MS 39216
PHONE: (601) 576-7518



LAFAYETTE COUNTY, MS

SURVEY: OLLAR SURVEYING DATE: 3/18/2021 PROJECT NO.: 1000-50 DESIGN BY: J. GRANBERRY, P.E. DATE: 9/1/2021 BOOK: DRAWN BY: J. GRANBERRY, P.E. DATE: 9/1/2021 SCALE: 1" = 30'

DIVISION OF ENGINEERING

GENERAL NOTES

0 30' 60' 1" = 30'

SURVEY OF THE BELK AVENUE, LLC

PROPERTY
RECORDED IN
INSTRUMENT NO. 2021-1657
BEING LOCATED IN THE
SOUTHWEST QUARTER

SECTION 4
TOWNSHIP 8 SOUTH, RANGE 3 WEST
LaFAYETTE COUNTY, MISSISSIPPI
SHEET 1 OF 1

SCALE: 1"=30' DATE: MARCH 18, 2021 REVISED: MARCH 24, 2021 REVISED: APRIL 19, 2021

LEGE	ND:
AC	AIR CONDITIONER
AW	AWNING
BK.	BOOK
CONC.	CONCRETE
CP	CONCRETE PAD
CPVC	CORRUGATED PVC PIPE
CW	CONCRETE WALL
E.	EAST
E/P	EDGE OF PAVEMENT
EM	ELECTRIC METER
FFE	FINISHED FLOOR ELEVATION
FH	FIRE HYDRANT
FL	FLOWLINE
FLD	FLOWLINE OF DITCH
FOCB	FIBER OPTIC CABLE BOX
GA	GRAVEL AREA
ICV	IRRIGATION CONTROL VALVE
INST.	INSTRUMENT
LP	LIGHT POLE
N.	NORTH
NO.	NUMBER
PG.	PAGE
PP	POWER POLE
R.O.W.	RIGHT-OF-WAY
RCP	REINFORCED CONCRETE PIPE
S.	SOUTH
SIP	SET 1/2" REBAR WITH PLASTIC CAP (O
SW	SIDEWALK
T.B.M.	TEMPORARY BENCHMARK
TB	TELEPHONE BOX
TOB	TOP OF BANK
TOS	TOE OF SLOPE
UGFOCE	
W.	WEST

DESCRIPTION:

WM

-----x ------ FENCE

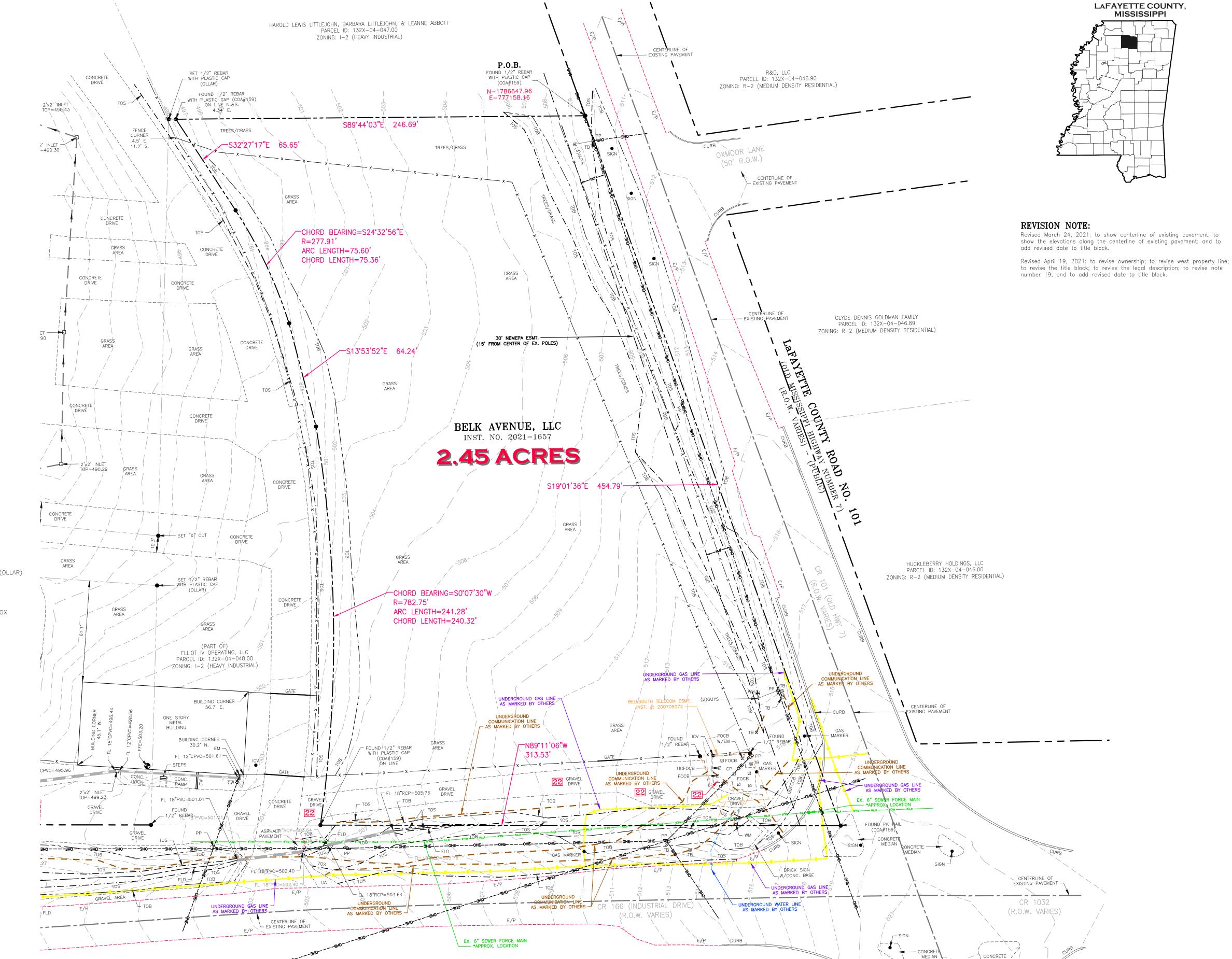
····· OVERHEAD LINES

Description of the Belk Avenue, LLC property recorded in Instrument No. 2021—1657, being located in the Southwest Quarter of Section 4, Township 8 South, Range 3 West in LaFayette County, Mississippi:

WATER METER

Beginning at a found 1/2" rebar with plastic cap (COA#159) in the southwest line of LaFayette County Road No. 101 (Old Mississippi Highway Number 7) — (R.O.W. Varies) — (Public), said point being the northeast corner of said property recorded in Instrument No. 2021—1657, the southeast corner of the Harold Lewis Littlejohn, Barbara Littlejohn and Leanne Abbott property recorded in Instrument No. 2019-5469 and being on Mississippi East State Plane Coordinate System NAD83 (N-1786647.96, E-777158.16); thence South 19 degrees 01 minutes 36 seconds East along the southwest line of said LaFayette County Road No. 101 (Old Mississippi Highway Number 7), 454.79 feet to a found pk nail (COA#159) in the north line of LaFayette County Road No. 166 (R.O.W. Varies) — (Public), said point being the southeast corner of said property recorded in Instrument No. 2021-1657; thence North 89 degrees 11 minutes 06 seconds West along the north line of said LaFayette County Road No. 166, 313.53 feet to a found 1/2" rebar with plastic cap (COA#159) at the southwest corner of said property recorded in Instrument No. 2021—1657; thence northwardly along the west line of said property recorded in Instrument No. 2021—1657 the following calls: northeastwardly along a curve to the left having a radius of 782.75 feet, delta angle of 17 degrees 39 minutes 40 seconds, chord bearing of North 00 degrees 07 minutes 30 seconds East, chord distance of 240.32 feet and a curve distance of 241.28 feet to a point; North 13 degrees 53 minutes 52 seconds West, 64.24 feet to a point; northwestwardly along a curve to the left having a radius of 277.91 feet, delta angle of 15 degrees 35 minutes 08 seconds, chord bearing of North 24 degrees 32 minutes 56 seconds West, chord distance of 75.36 feet and a curve distance of 75.60 feet to a point; North 32 degrees 27 minutes 17 seconds West, 65.65 feet to a found 1/2" rebar with plastic cap (COA#159) at the northwest corner of said property recorded in Instrument No. 2021—1657 and in the south line of said property recorded in Instrument No. 2019-5469; thence South 89 degrees 44 minutes 03 seconds East along the north line of said property recorded in Instrument No. 2021-1657 and along the south line of said property recorded in Instrument No. 2019-5469, 246.69 feet to the POINT OF BEGINNING and containing 2.45 acres of

All bearings are based on the Mississippi East State Plane Coordinate System NAD83.



GPS NOTES:

1. For boundary and topographic (if applicable) aspects of this survey, RTK GPS positional data was observed on the dates of 03-16-2021 and 03-18-2021.

- 2. A Trimble R8s dual frequency receiver was used.
- The grid coordinates of the Fixed Station were derived using a VRS network of CORS stations referenced to NAD 83 (2011) (Epoch 2010), Geoid 12B.
- 4. Positional accuracy of the GPS vectors does not exceed: Horizontal 0.05' Vertical 0.10'.

standards for a Class A Survey.

5. Combined Grid Factor: 1.0000210640 centered on Fixed Station.6. It is the opinion of this surveyor that the precision of the GPS

survey meets or exceeds the unadjusted survey minimum accuracy

DESCRIPTION OF APPROVAL CHANGE DATE

REVISION

GRANB PROPERTY OF MISSISSE

C-STORE: INDUSTRIAL PARK DRIVE

SURVEY: OLLAR SURVEYING

DESIGN BY: J. GRANBERRY, I

OWNER: RAN MANAGEMENT
ENGINEER: GRANBERRY & ASSOCIATES, LLC

NOTES:

2. Bearings are relative to Mississippi East State Plane Coordinate System. Coordinates shown hereon (if

an abstract or title search of this property.

1. Survey prepared for John Granberry.

applicable) are grid coordinates expressed in U.S. foot.
This survey was prepared without benefit of an abstract of title. No liability is assumed by the undersigned for

loss relating to any matter that might be discovered by

- 4. No deeds, easements, etc. were provided to Ollar Surveying Company, LLC. We have provided our own research and do not guarantee same as to accuracy or
- 5. Adjoining property owners' and deed references and street information were provided by Ollar Surveying Company, LLC and are not guaranteed as to accuracy
- 6. Adjoining property lines as shown were not surveyed at this time, unless noted by location of property corners. Adjoining property lines derived using deeds as shown.
- 7. There may be visible/non-visible structures located on this property that were obstructed or not visible on the

date of the survey and are not shown.

- There may be underground or non-visible utilities, drain and/or sewer lines across this property that are not shown. The proper utility authorities should be contacted for more specific locations and information on underground utilities.
- 9. Subsurface and environmental conditions were not examined or considered as a part of this survey.
- 10. Governmental jurisdictional areas, if any, which might impact on the use of the premises were not located. No liability is assumed by the undersigned for any loss resulting from the exercise of any governmental jurisdiction affecting the use of the premises.
- 11. If this survey plat is provided in electronic form (AutoCad Drawing file), said copy must be compared to the original survey issued (either sealed hard copy or digitally sealed Adobe PDF) to insure the accuracy of the information and to further insure that no changes, alterations or modifications have been made. No reliance should be made on said AutoCad Drawing file transmitted unless first compared to the original sealed document issued at the time of the survey.
- 12. Ollar Surveying Company, LLC. will provide, if requested, printed versions of this survey and will have the original seal of surveyor. Additionally, a digitally sealed Adobe PDF version of this survey will be provided to the party(ies) listed in Note #1 as well as any party(ies) listed in the survey certification.
- 13. This survey has been prepared for the party(ies) listed in Note #1 and/or the party(ies) listed in the survey certification. Said survey, either sealed hard copy or digitally sealed Adobe PDF is the property of Ollar Surveying Company, LLC. and those party(ies) listed in Note #1 and/or the party(ies) listed in the survey certification

Except for the party(ies) listed in Note #1 and/or the party(ies) listed in the survey certification, this survey may not be copied, reproduced or distributed, nor shall any alteration be made to this survey in whole or in part, without the expressed written permission of Ollar Surveying Company IIC

Further, this survey, either digitally sealed Adobe PDF, photocopied replication or the like, may not be used by any person/company other than those listed in Note #1 and/or the party(ies) listed in the survey certification i.e. attorney(ies), real estate agent(s), surveying company(ies) or similar type company(ies) for the facilitation of future transactions involving this surveyed property without the expressed written permission of Ollar Surveying Company, LLC.

- 14. This property is located in Zone "X", which is not located in a Special Flood Hazard Area per Flood Insurance Rate Map, Map No. 28071C0145C, Community Panel No. 280093 0145 C, Effective Date: November 26, 2010.
- 15. Temporary Benchmark (T.B.M.): Top of most north cap screw on fire hydrant (painted orange). Said fire hydrant is located on the south side of LaFayette County Road No. 166, near the southwest corner of the SUBJECT property as shown hereon.

Elevation on (T.B.M.) was derived from GPS observation utilizing MDOT reference network.

- 16. Elevations shown hereon were taken on the ground using T.B.M. noted hereon.
- 17. Contours were derived from elevations taken on the ground by means of radial topo and are relative to T.B.M. noted hereon.
- Contours shown hereon were plotted at one foot intervals for convenience only.
- 19. Reference is hereby made to Warranty Deed recorded in Instrument No. 2021—1657.
- 20. For the purpose of this survey, interior improvements (if shown) which have dimensions to the exterior boundary line(s) as shown hereon can be definitively relied upon. Non-dimensioned interior improvement locations (if shown) are graphic representations and should not be used for design purposes.
- There is a possibility that the existing power poles, anchor guys and overhead lines shown hereon lie within existing easements. A title search of this property may provide documentation for these apparent easements.
- There is a possibility that the existing concrete pad, located at the southeast corner of the subject property, containing communication equipment and the gravel drive leading to said concrete pad lie within existing easements. A title search of this property may provide documentation for these apparent easements.

DIVISION OF ENGINEERING

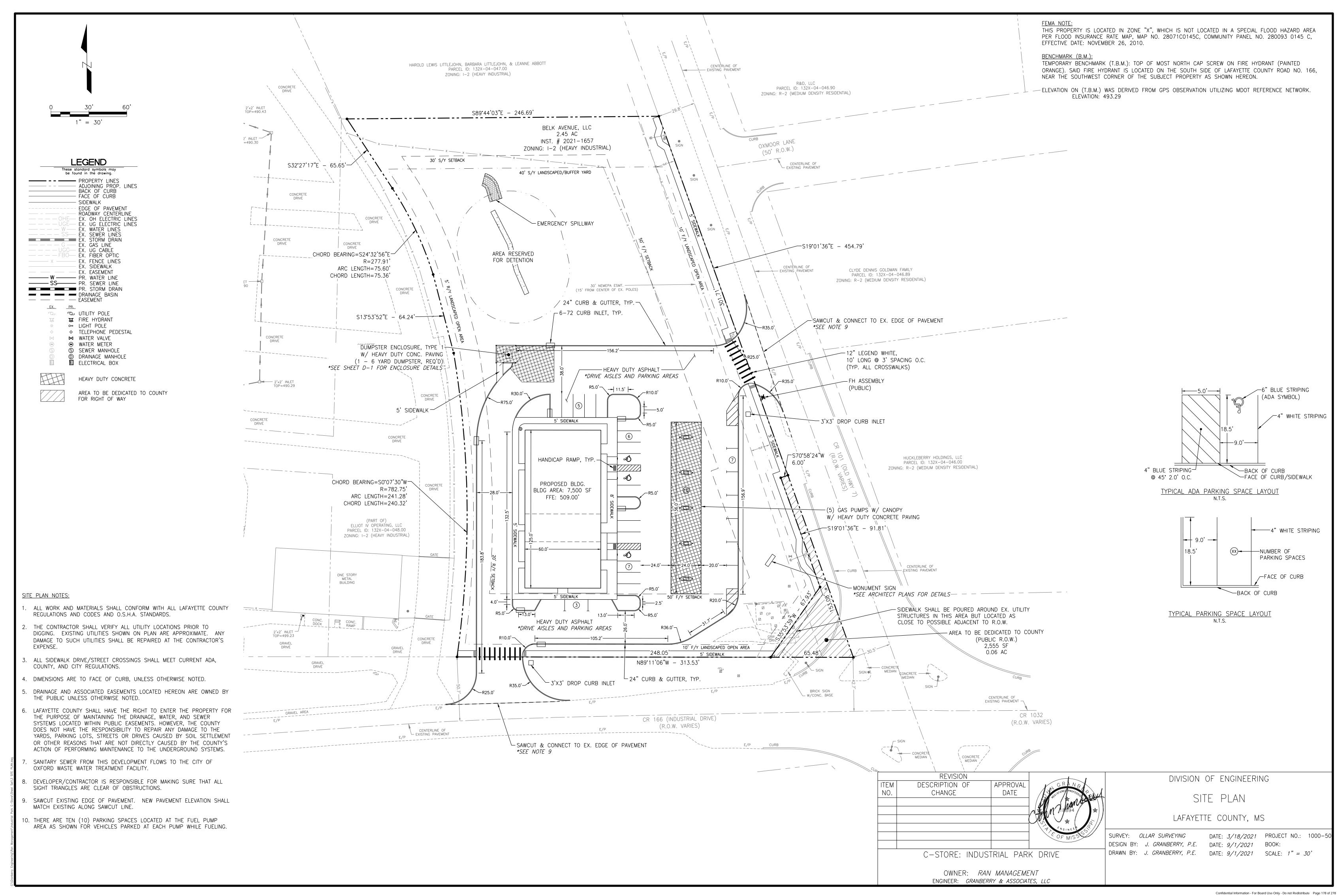
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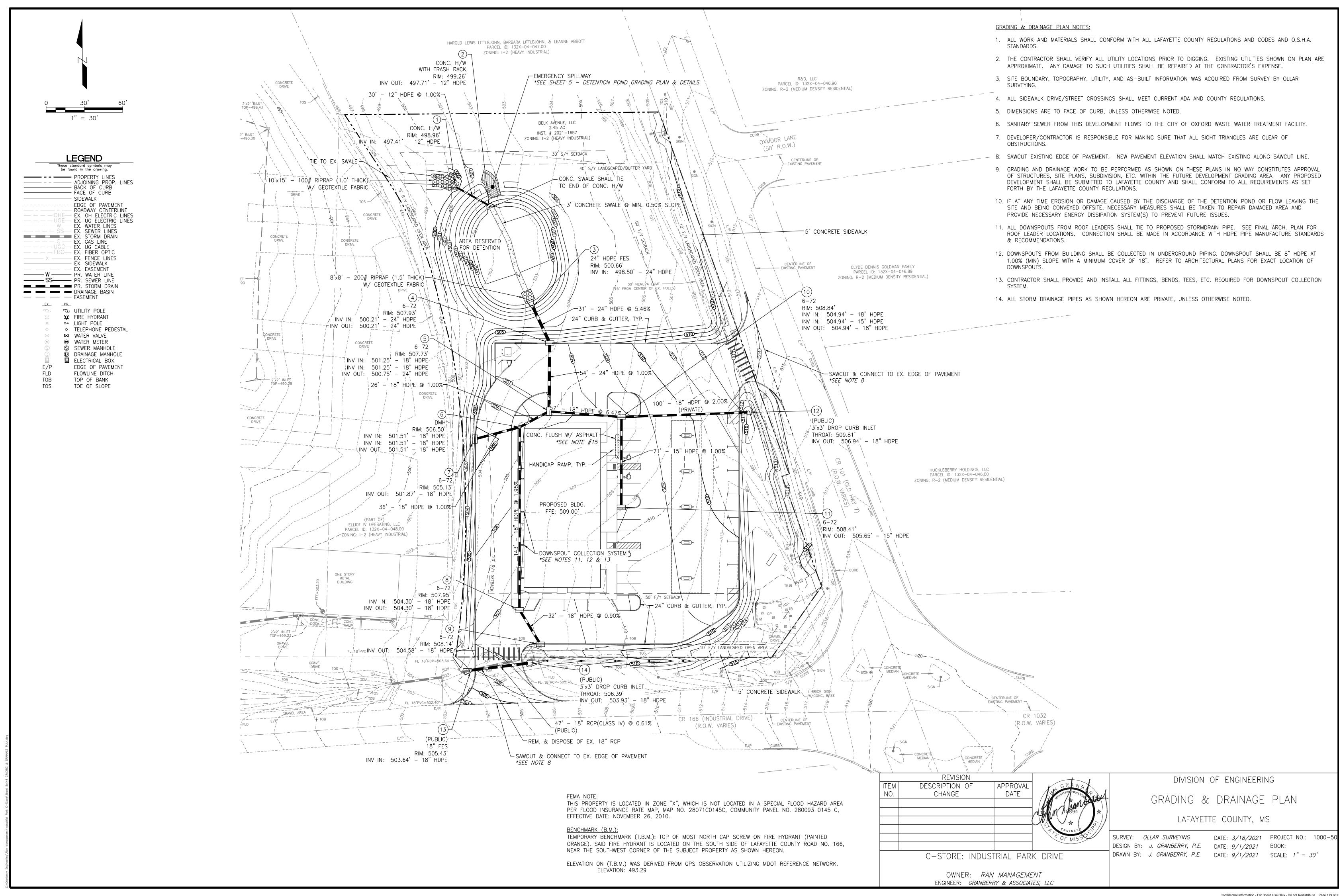
LAFAYETTE COUNTY, MS

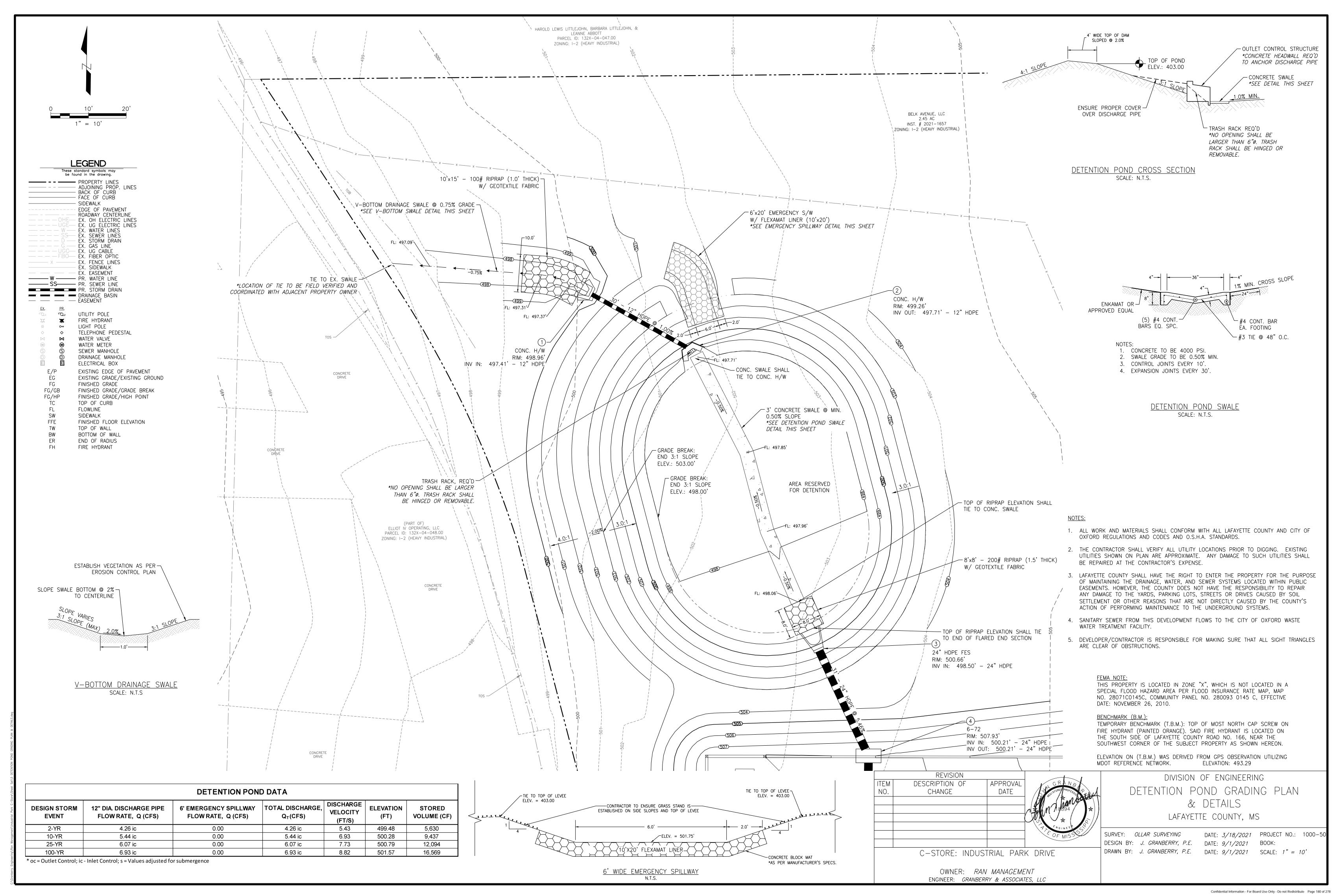
 SURVEY:
 OLLAR SURVEYING
 DATE: 3/18/2021
 PROJECT NO.: 1000-50

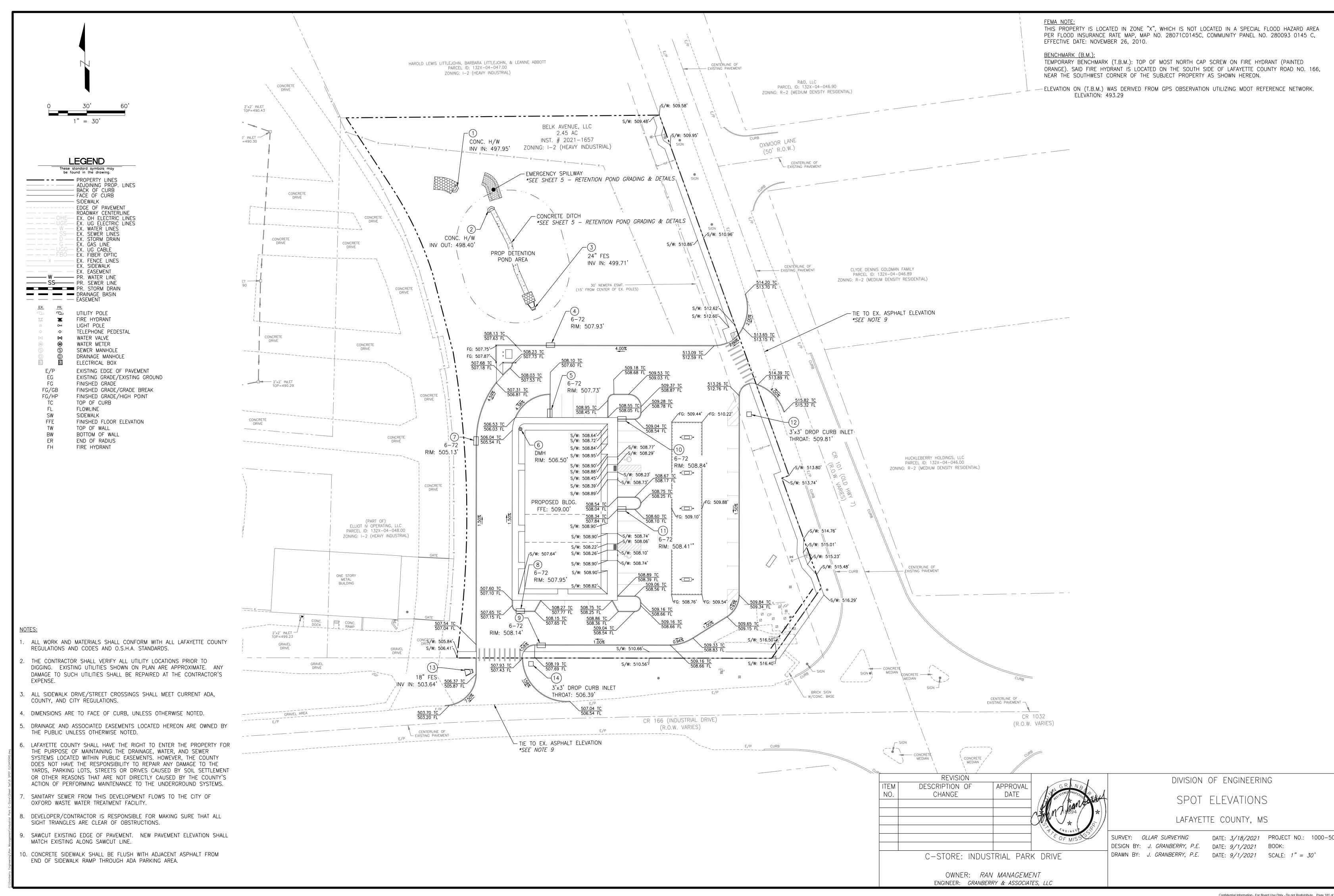
 DESIGN BY:
 J. GRANBERRY, P.E.
 DATE: 9/1/2021
 BOOK:

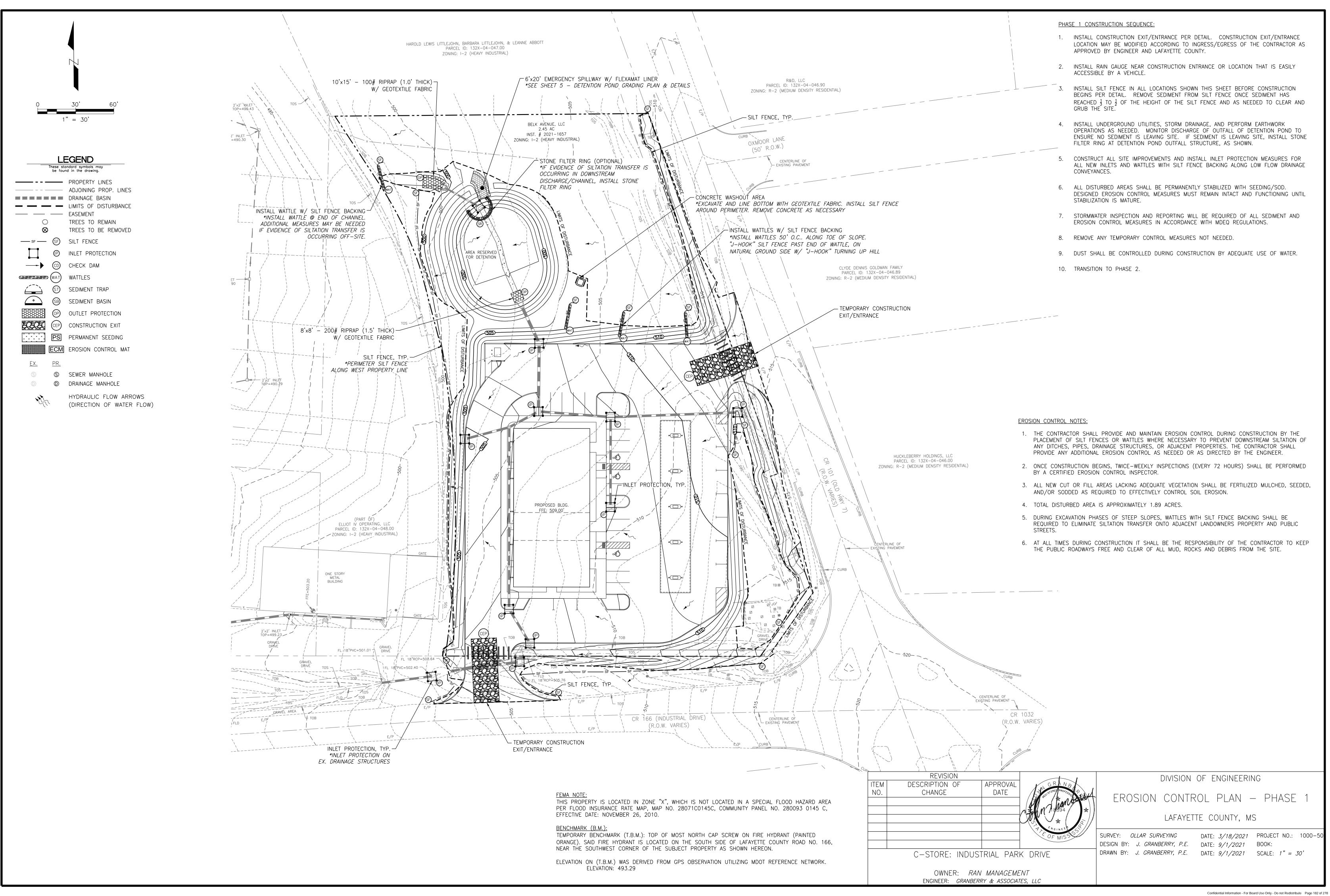
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 J. GRANBERRY, P.E.
 DATE: 9/1/2021
 SCALE: 1" = 30"

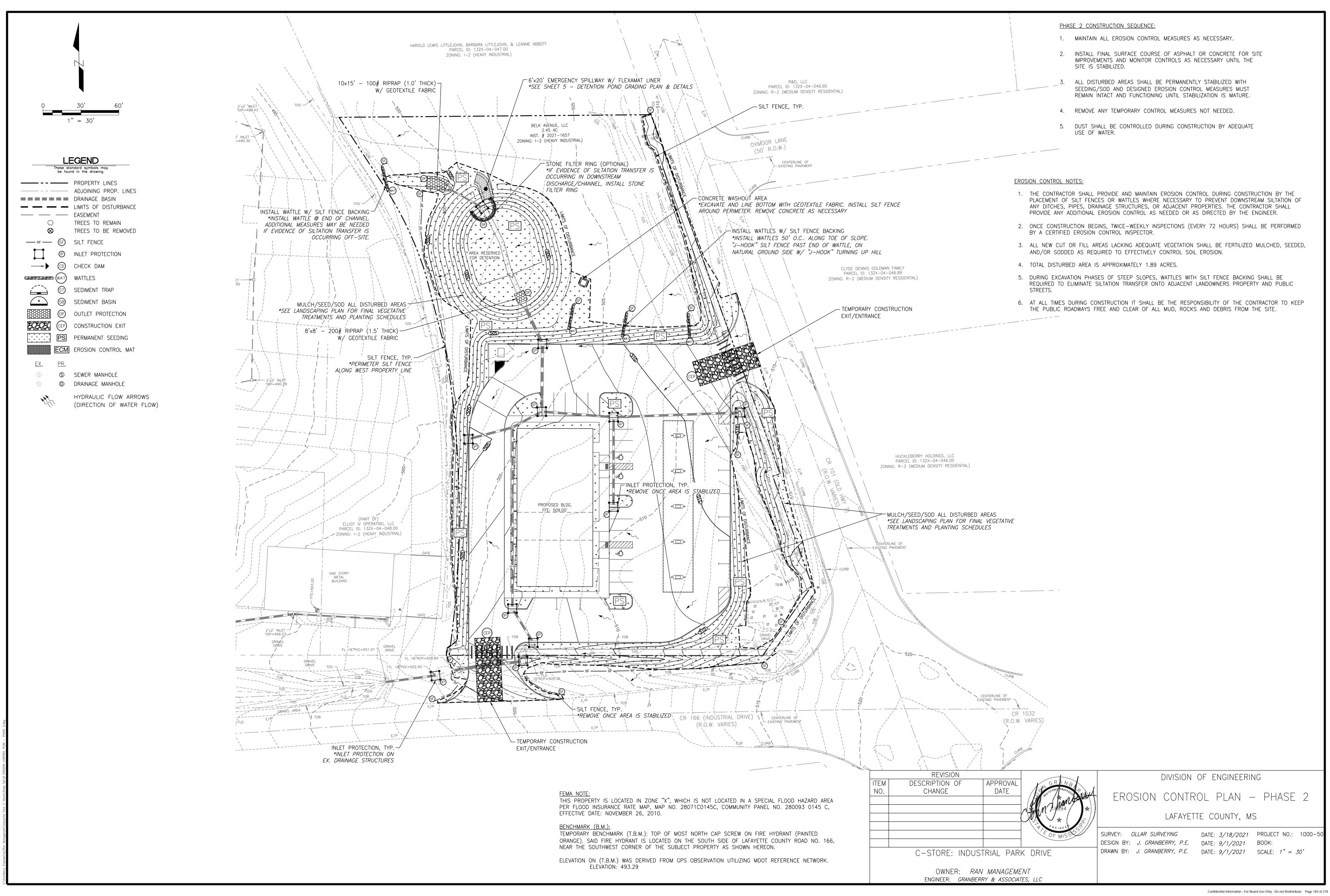


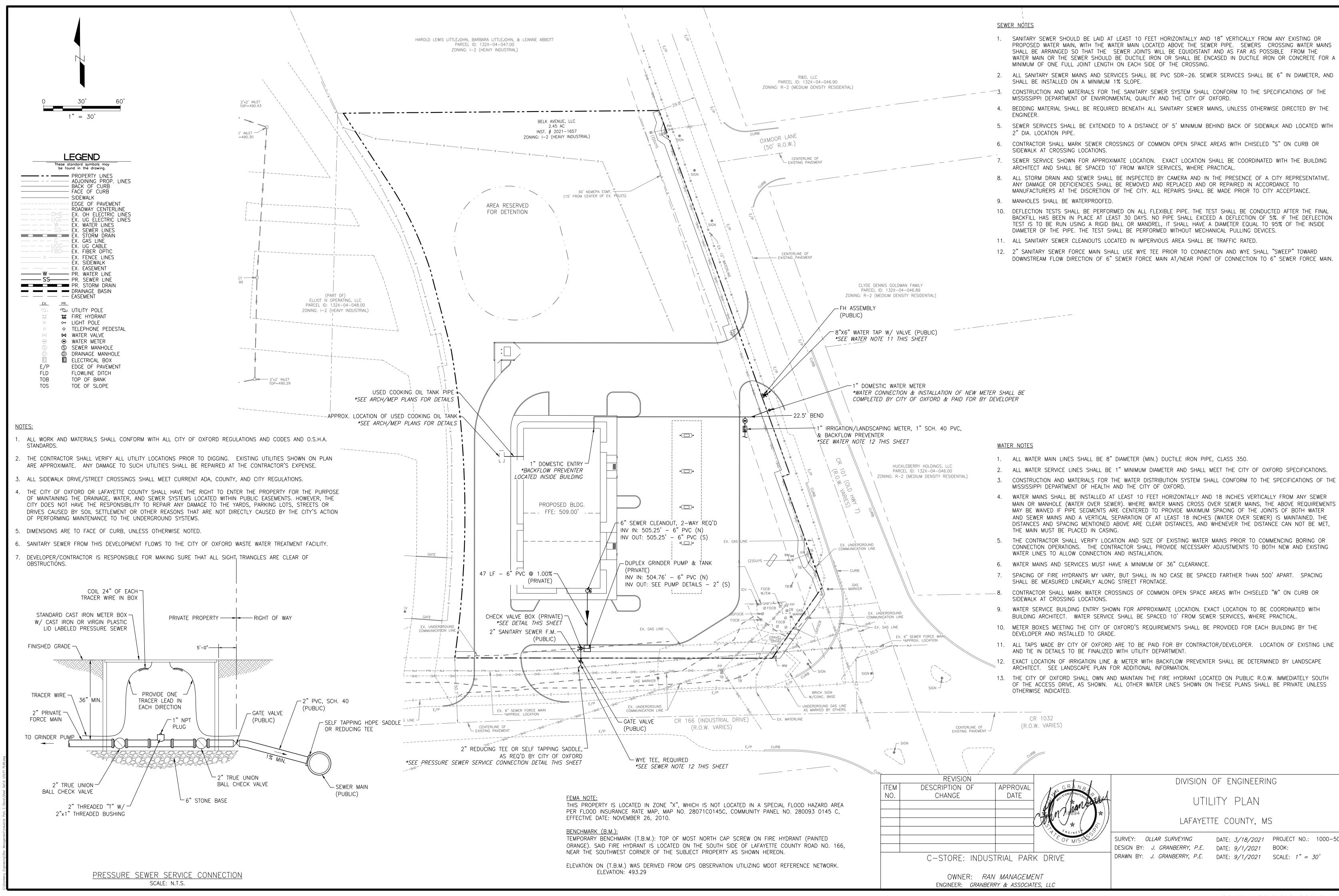


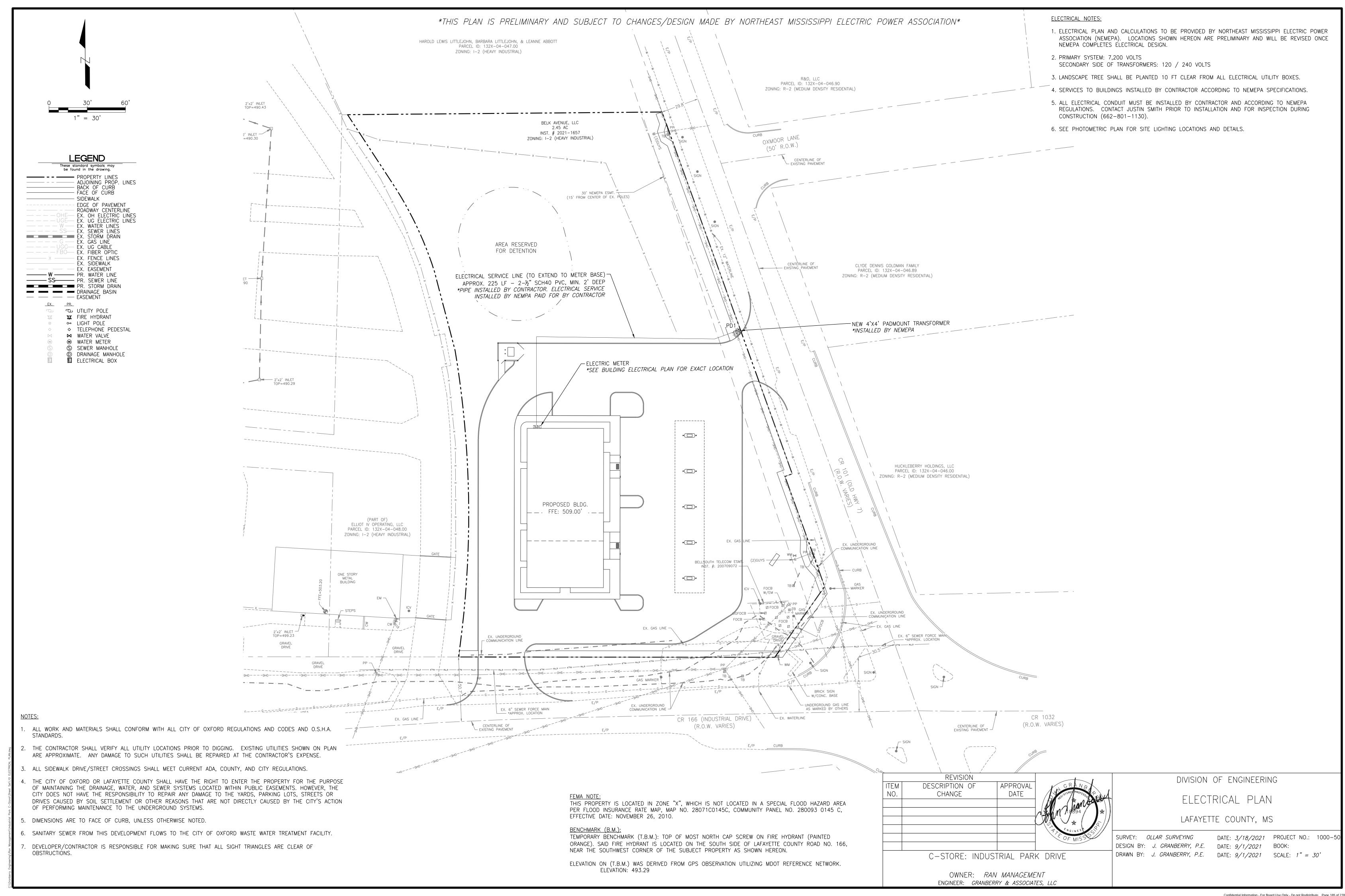


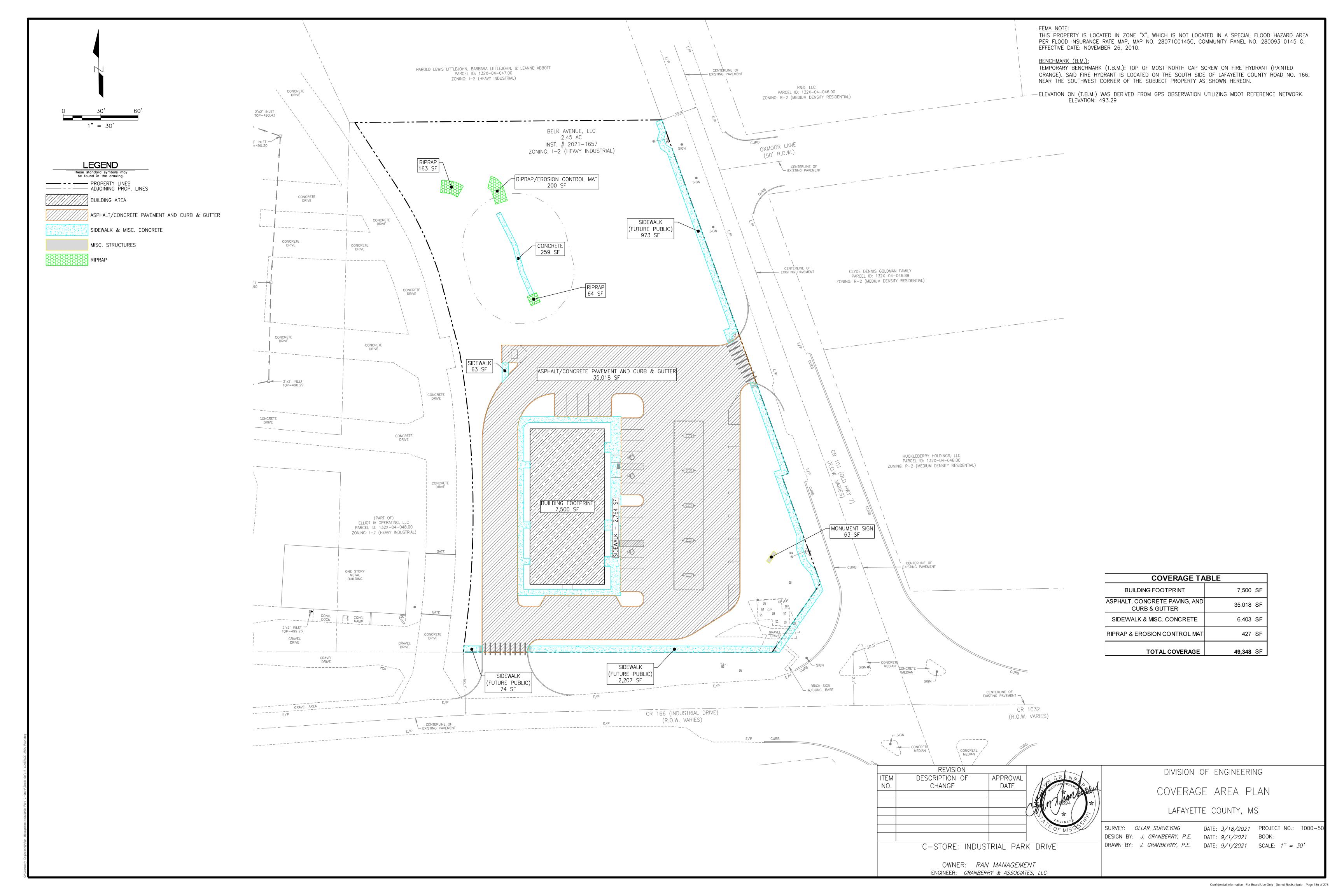


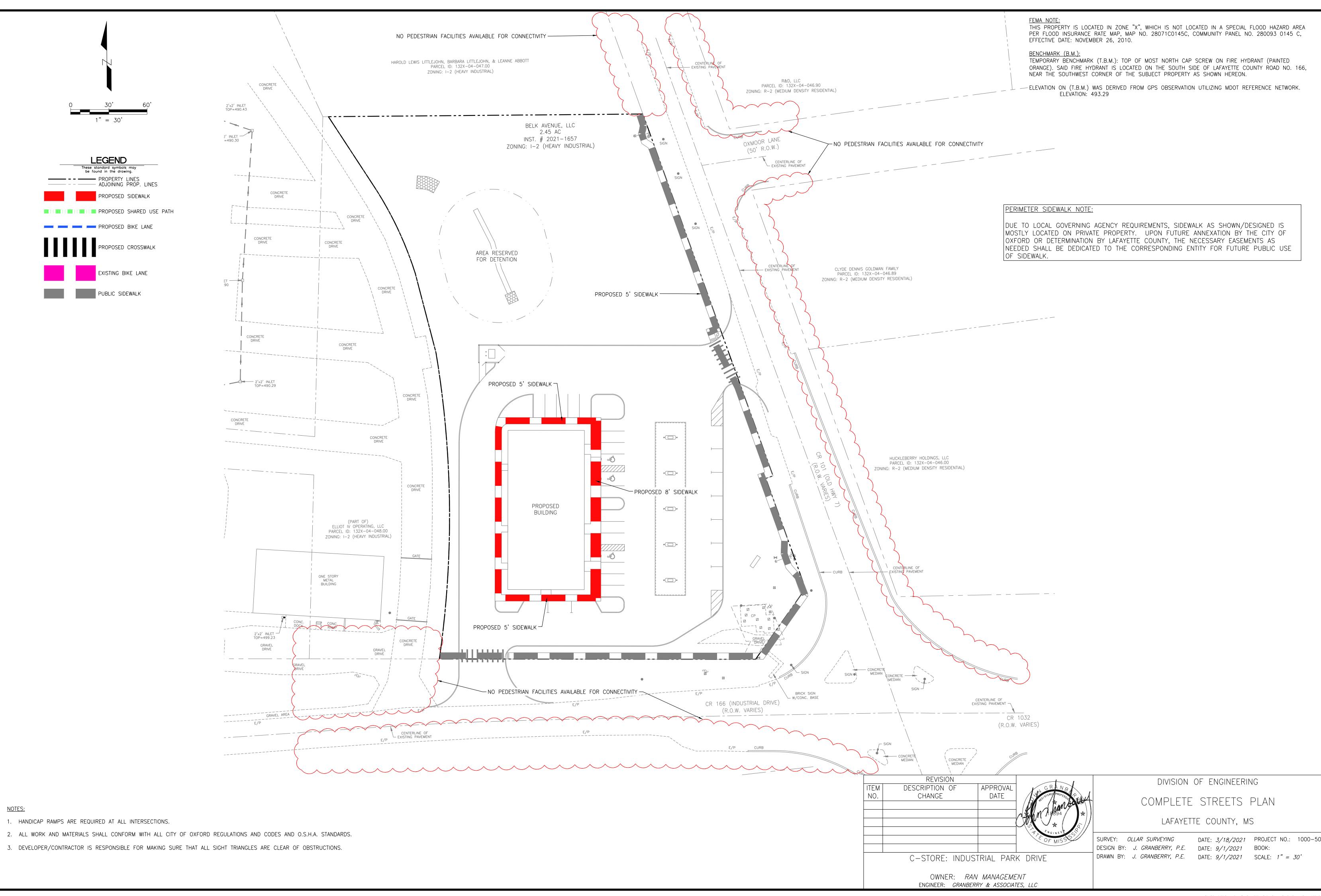


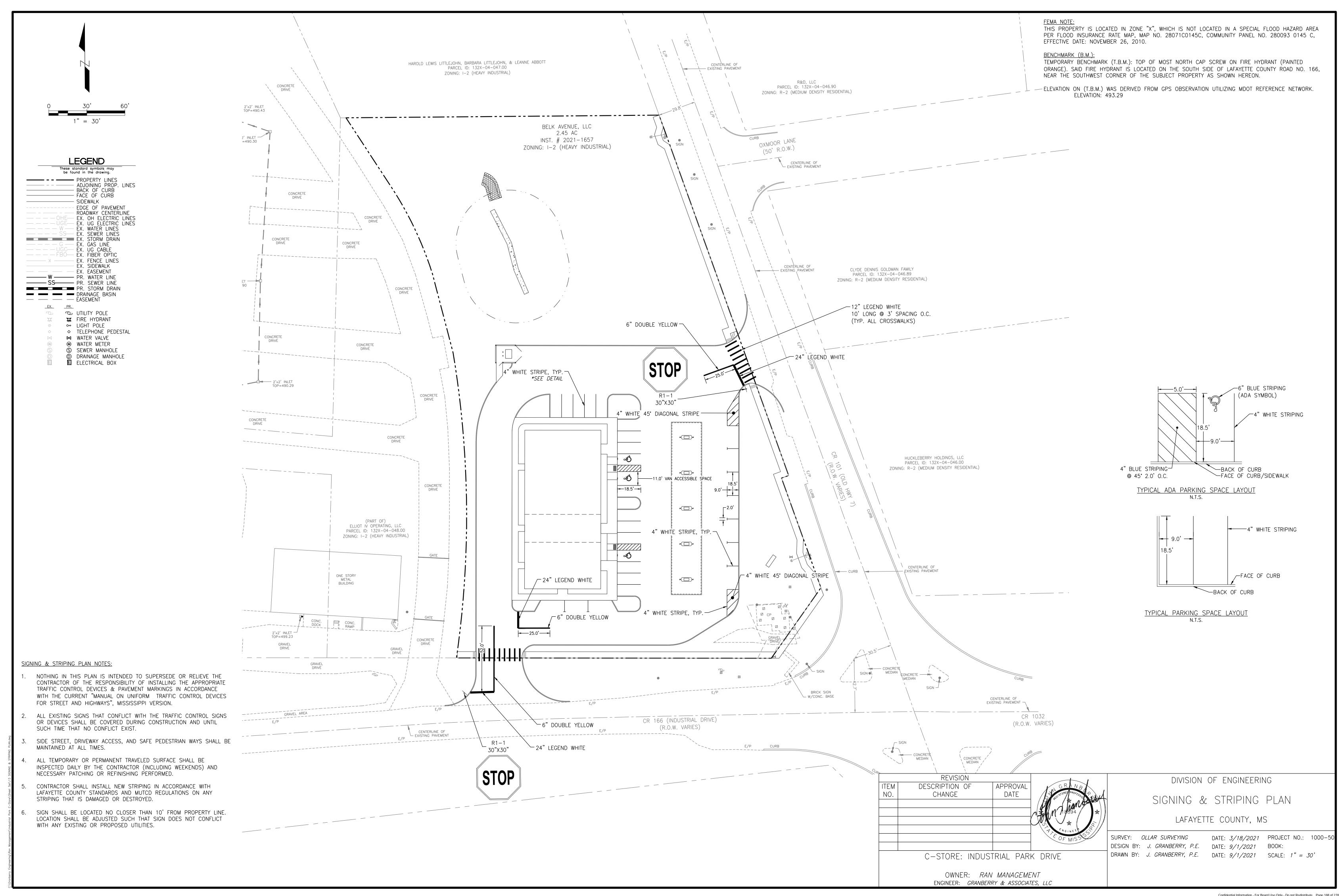


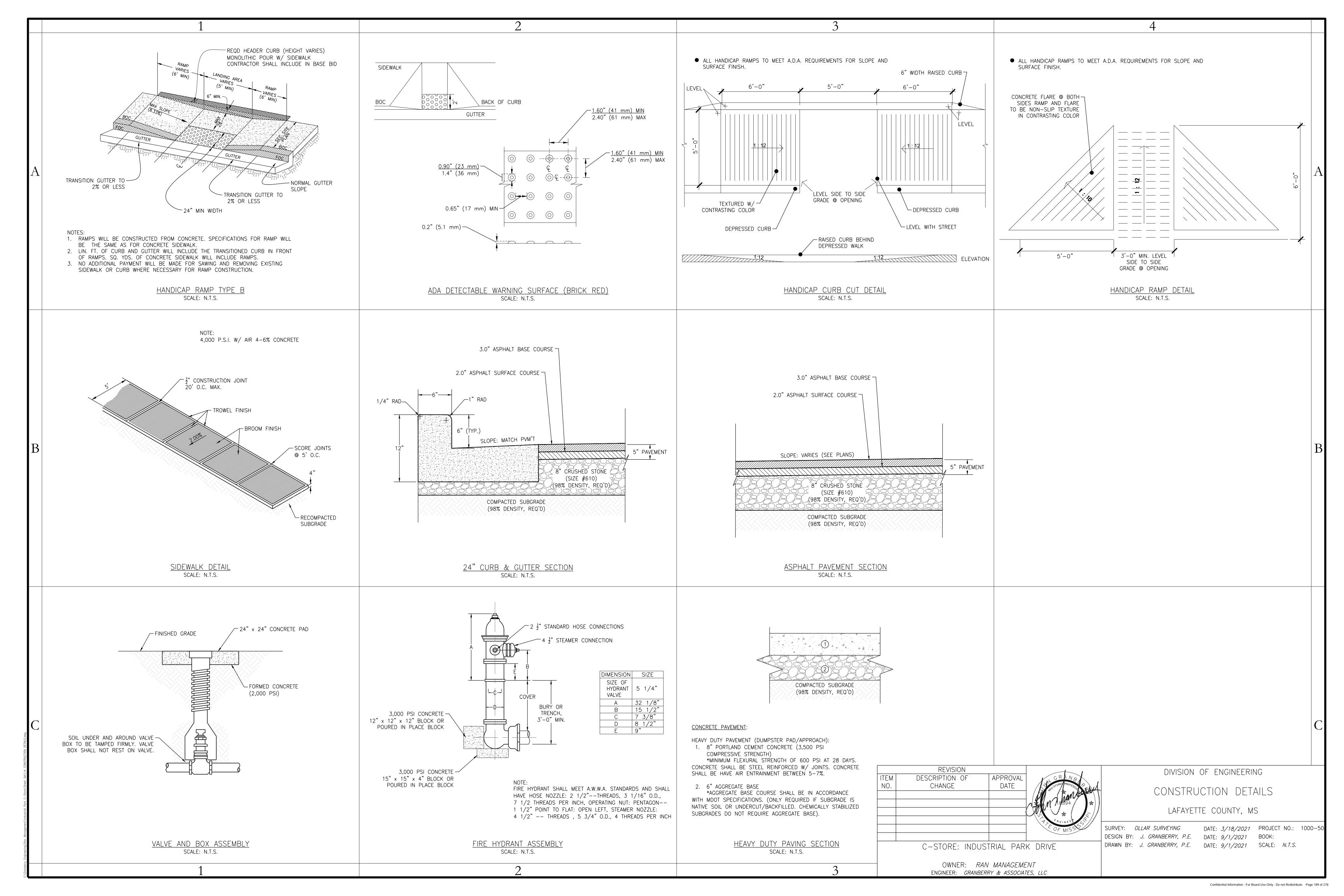


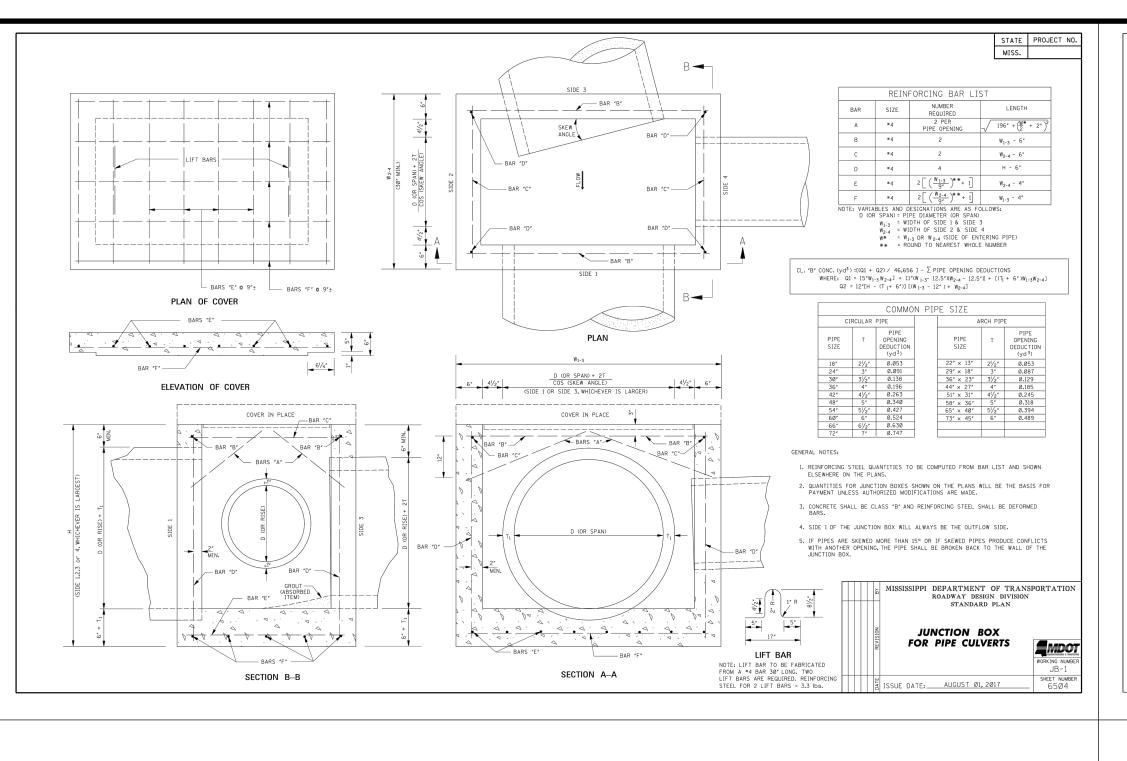


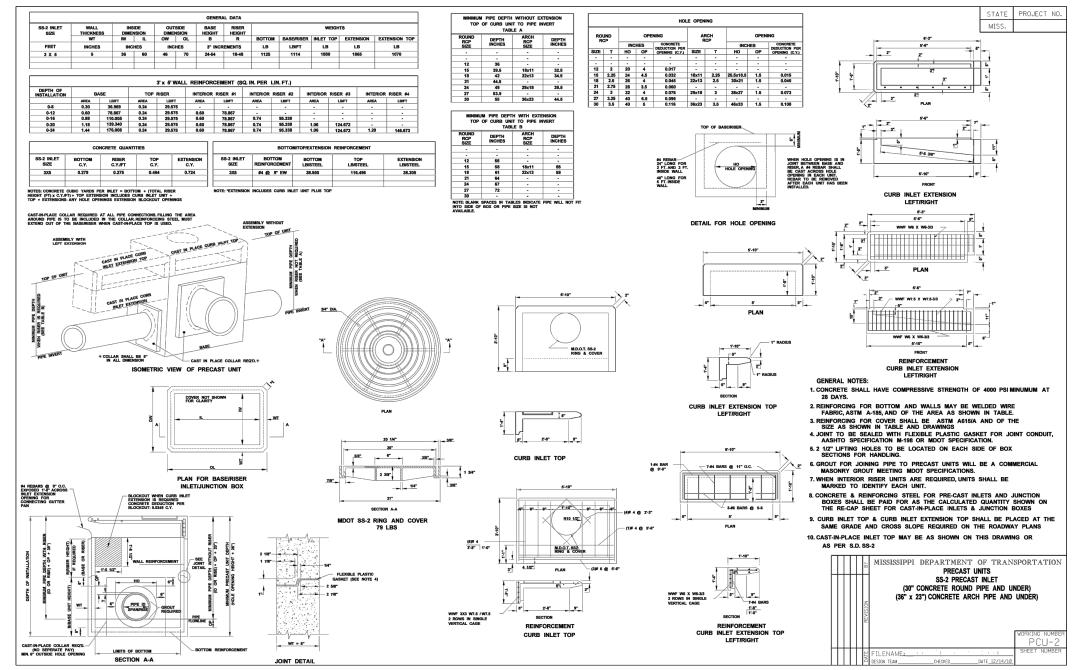


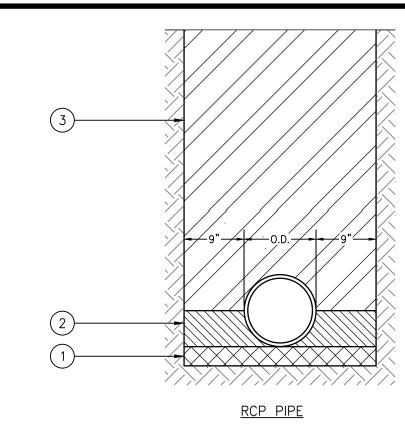






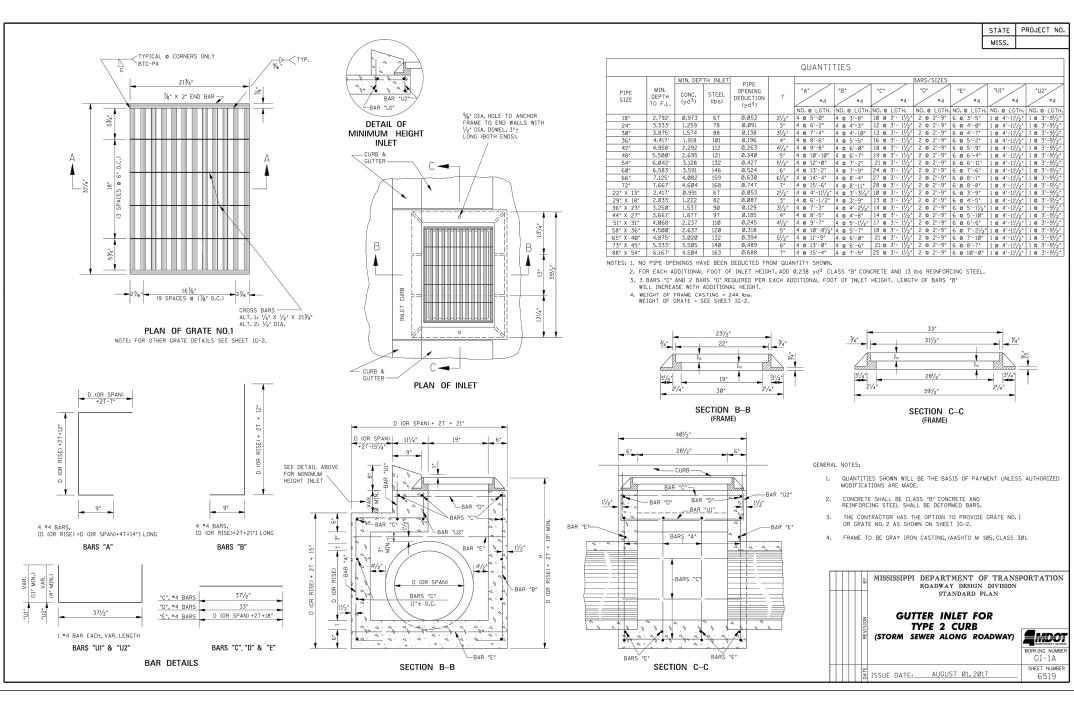


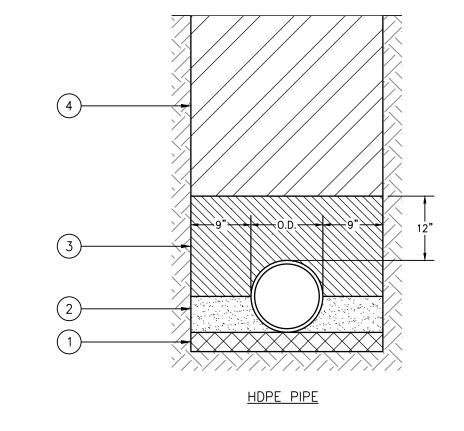




- 1. BEDDING: 4" CLEAN SAND COMPACTED TO 95% STANDARD PROCTOR.
- 2. HAUNCHING: CLEAN SAND HANDWORKED & COMPACTED TO SPRINGLINE OF PIPE. COMPACT TO 95% STANDARD PROCTOR.
- 3. FINAL BACKFILL: NATIVE MATERIAL PLACED & COMPACTED IN 12" LIFTS TO EX. GROUND SURFACE OR ROAD BED IF UNDER PROPOSED ROAD. COMPACT TO 95% STANDARD PROCTOR, ± 3% OPTIMUM MOISTURE CONTENT.

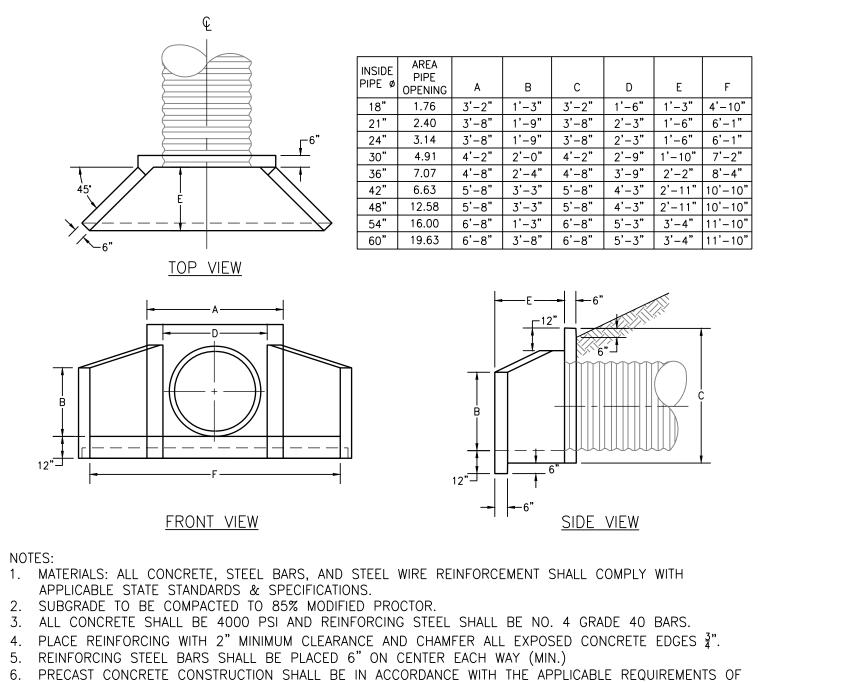
RCP BEDDING & BACKFILLING SCALE: N.T.S.





- 1. BEDDING: 4" CLEAN SAND COMPACTED TO 90% STANDARD PROCTOR.
- 2. HAUNCHING: CLEAN SAND HAND WORKED AROUND PIPE AND COMPACTED TO SPRINGLINE OF PIPE. COMPACT TO 90% STANDARD PROCTOR.
- 3. INITIAL BACKFILL: NATIVE MATERIAL PLACED & COMPACTED IN 8" LIFTS TO 12" ABOVE CROWN OF PIPE. COMPACT TO 95% STANDARD PROCTOR, ± 3% OPTIMUM MOISTURE CONTENT.
- 4. FINAL BACKFILL: NATIVE MATERIAL PLACED & COMPACTED IN 12" LIFTS TO EX. GROUND SURFACE OR ROAD BED IF UNDER PROPOSED ROAD. COMPACT TO 95% STANDARD PROCTOR, \pm 3% OPTIMUM MOISTURE CONTENT.

HDPE PIPE BEDDING DETAIL



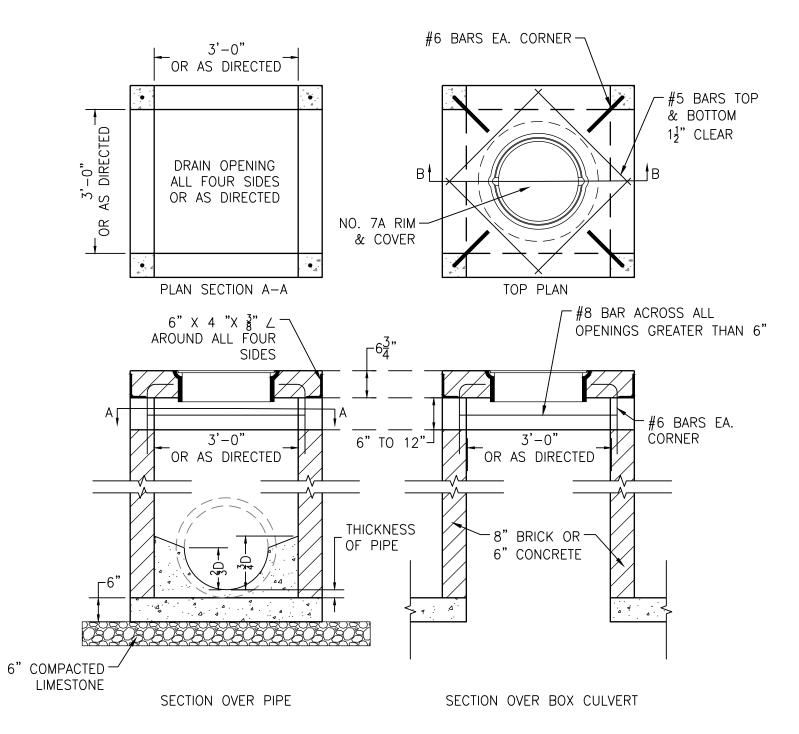
ASTM C478 CONCERNING MATERIALS, ADDITIONAL REINFORCEMENT OF OPENINGS, PLACEMENT OF

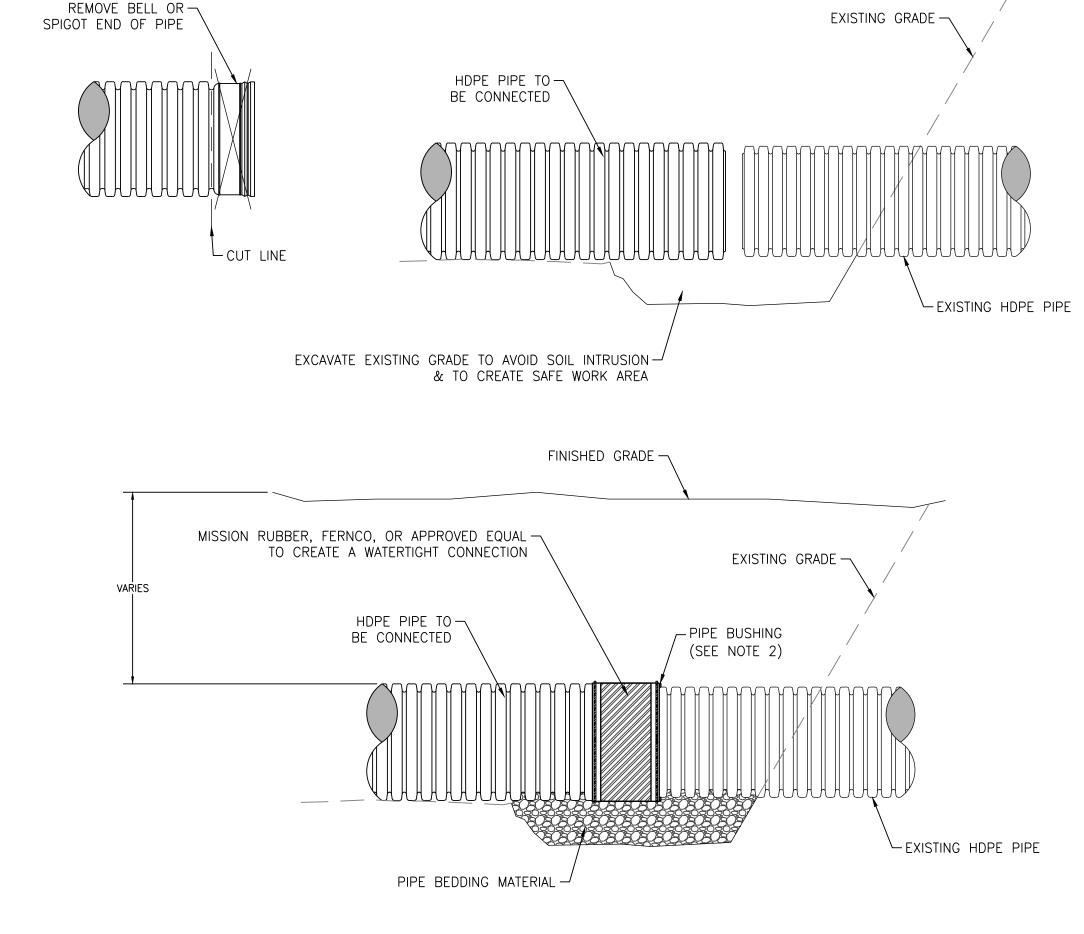
CONTROL AND OTHER APPLICABLE REQUIREMENTS.

REINFORCEMENT LAPS, WELDING, SPACING, MANUFACTURE, WORKMANSHIP, AND FINISHING QUALITY

TYPE D HEADWALL

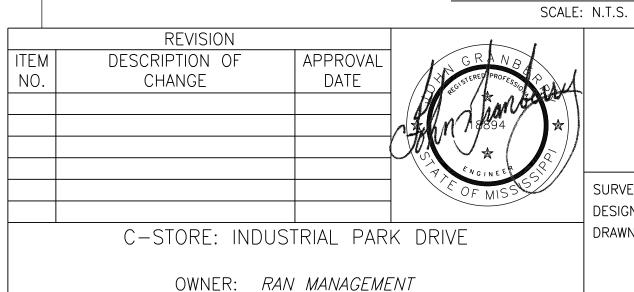
SCALE: N.T.S.





- 1. CONNECTION AND PIPE TO BE BACKFILLED PER ASTM D2321, LATEST EDITION.
- 2. FOR CONNECTIONS WHERE THE OUTSIDE DIAMETERS OF THE TWO CONNECTING PIPES ARE DIFFERENT AND A WATERTIGHT CONNECTION IS REQUIRED, THE COUPLER MANUFACTURER MAY RECOMMEND THE USE OF A PIPE BUSHING. THE PIPE BUSHING SIZE WILL BE AT THE DISCRETION OF THE COUPLER MANUFACTURER AND IS BASED ON THE PIPE DIMENSIONS.

HDPE TO HDPE CONNECTION

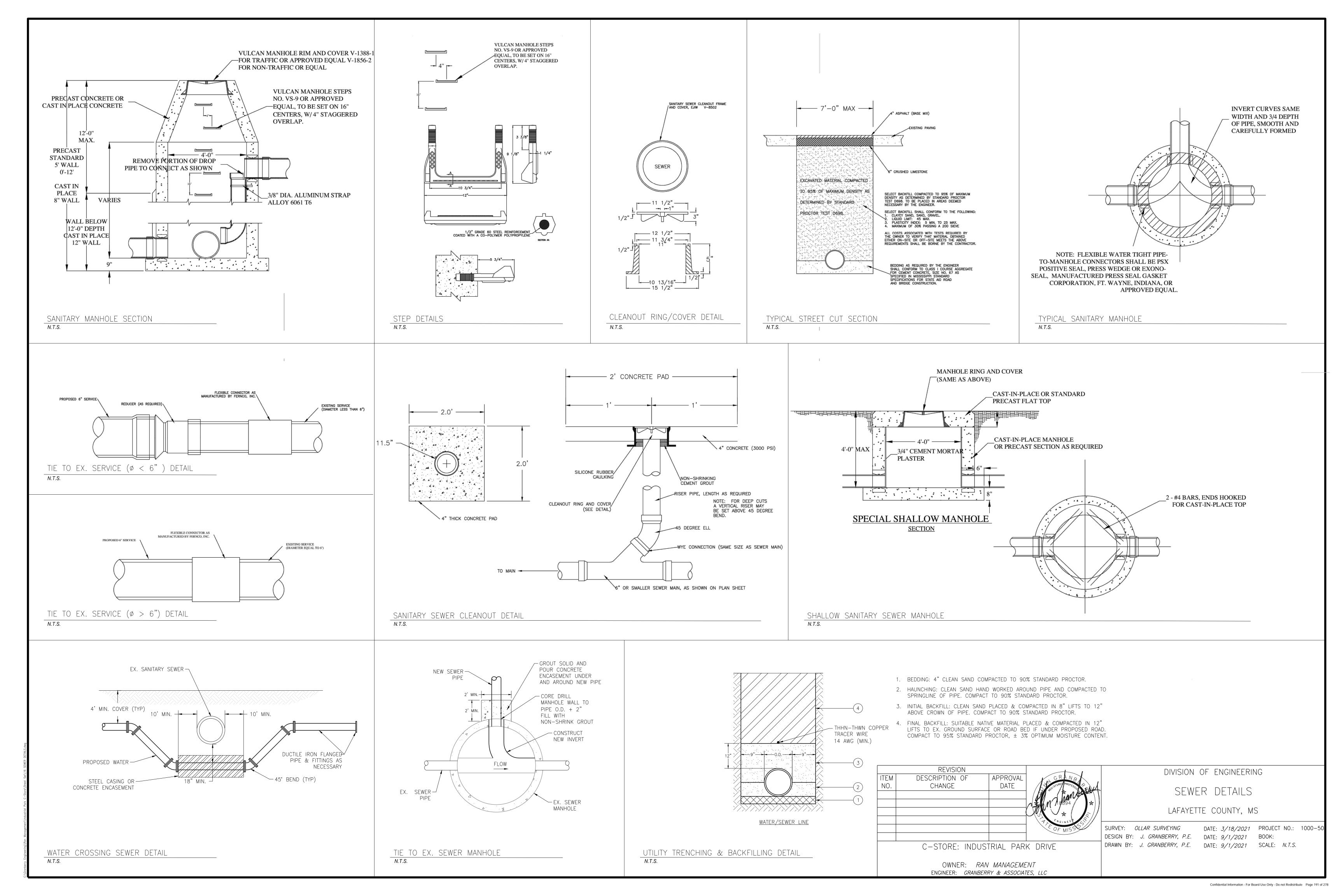


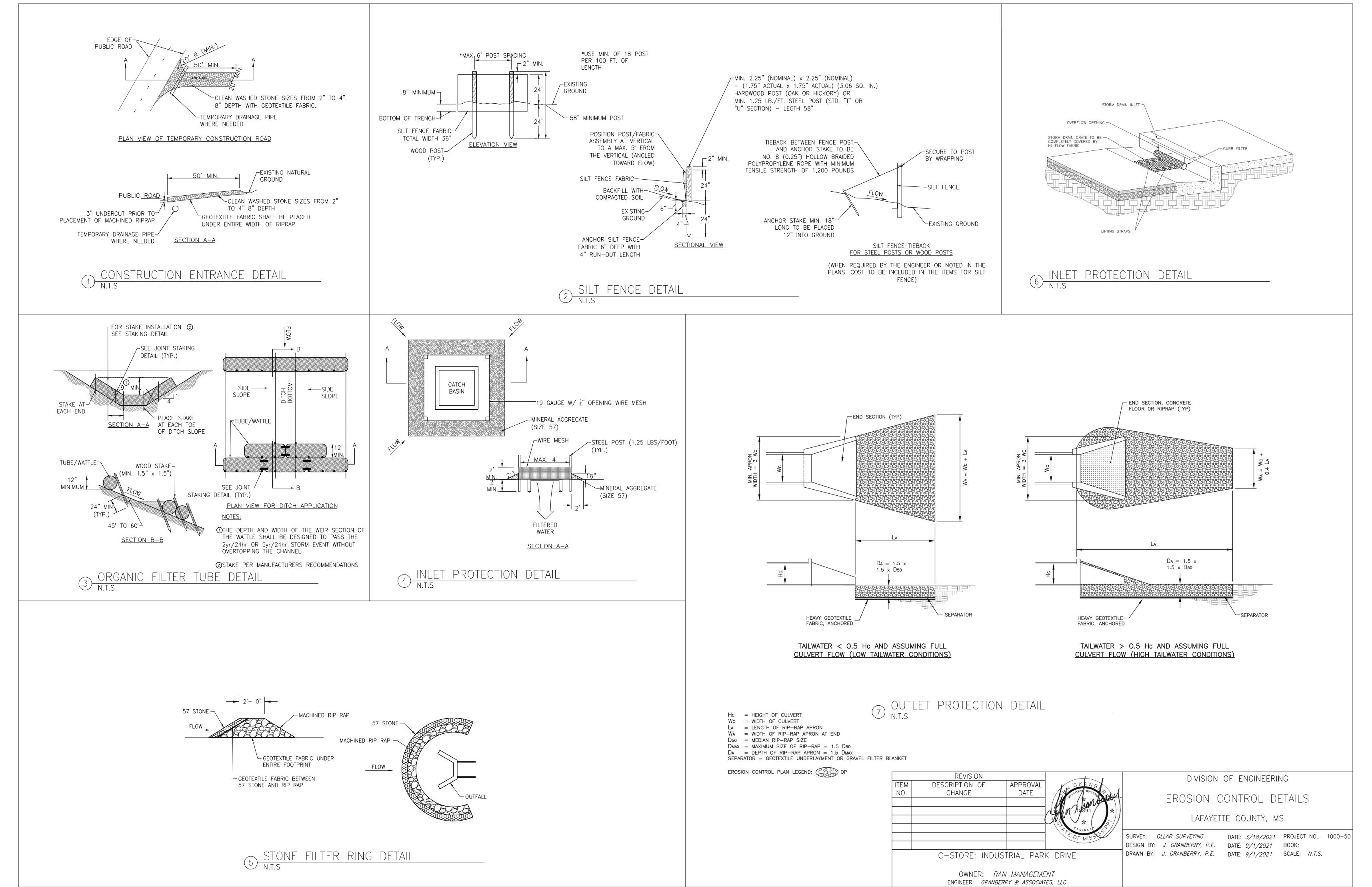
ENGINEER: GRANBERRY & ASSOCIATES. LLC

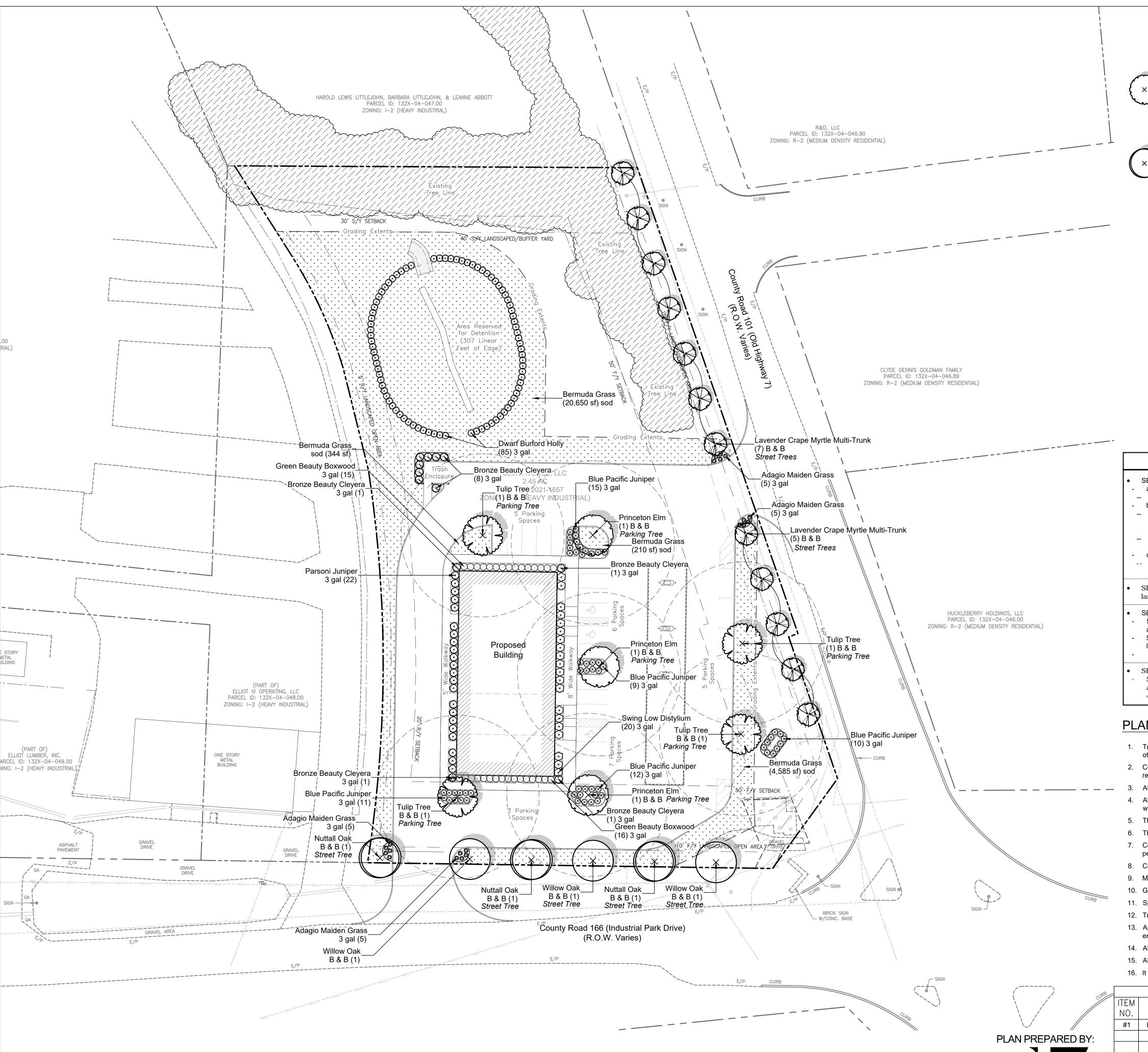
DIVISION OF ENGINEERING DRAINAGE DETAILS LAFAYETTE COUNTY, MS

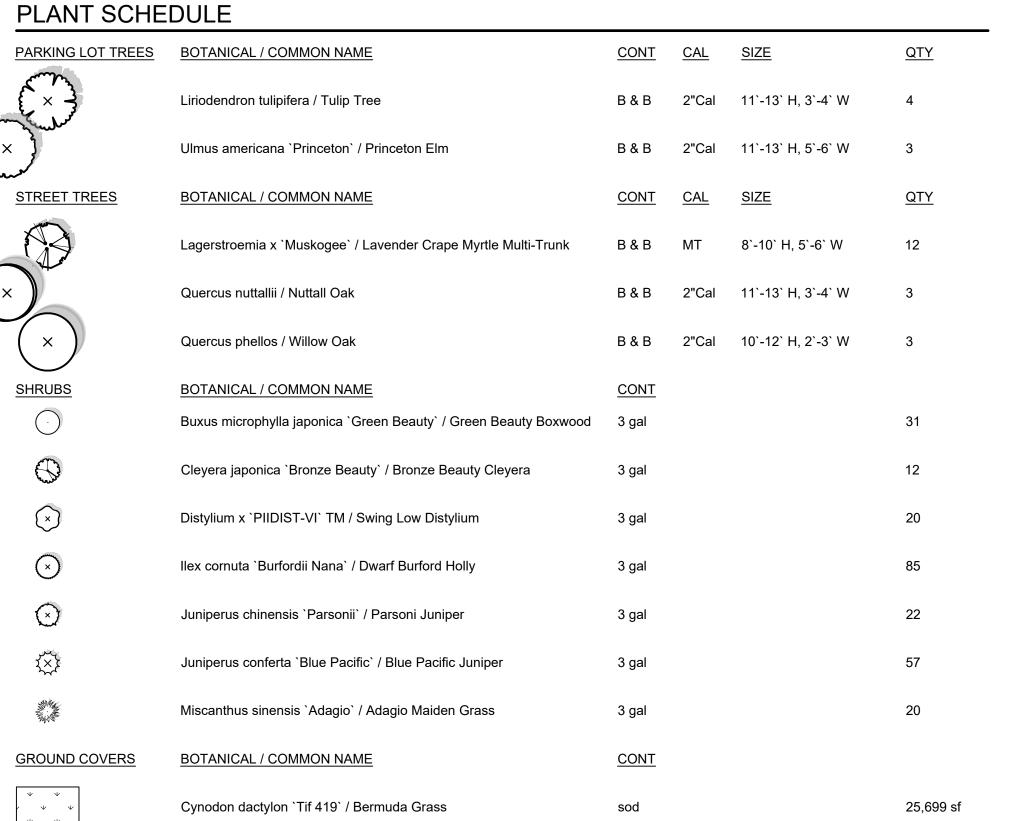
DATE: 3/18/2021 PROJECT NO.: 1000-50 SURVEY: OLLAR SURVEYING DESIGN BY: J. GRANBERRY, P.E. DATE: 9/1/2021 BOOK: DRAWN BY: J. GRANBERRY, P.E. DATE: 9/1/2021 SCALE: N.T.S.

DROP CURB INLET SCALE: N.T.S.









CITY OF OXFORD, MISSISSIPPI LANDSCAPE REQUIREMENTS

- SEC.5.3.3.6 STANDARDS FOR PARKING ISLANDS-
- a. Types of Parking Islands -- ii. End of Aisle Islands. The end of every parking aisle shall have a landscaped island. (see plan)

or greater. Each tree planting area shall have a 3' depth of quality, root growing soil.

- b. Landscaping of Parking Islands
- -- i. Parking Island Trees. Required parking lot islands shall contain a min. of 1 large, shade or canopy tree per island. Tree placement shall be designed so that, at the maturity of 10 years, the min. tree canopy coverage of all parking spaces will be 40%. Trees may be selected from a list approved by the Oxford Tree Board and have a caliper of 2"
- ii Landscaped areas shall be at least 75% covered with grass or another surfaced approved by the Director or their designee. Planting to be established prior to building
- c. Specific Standards for Parking Lots Based on Number of Spaces ii. For parking areas with more than 10 spaces, there shall be a min. of 1 tree per 5 parking spaces. A min. of 65% of the required parking lot trees shall
- be provided within the interior of the parking lot. 25 parking spaces = 5 trees required (6 trees indicated).
- SEC.5.5.4.3 OUTSIDE STORAGE AND WASTE DISPOSAL AREAS- Trash containers to be visually screened on all sides including gates. Combinations of landscaping and walls shall be used to screen containers and enclosures. (8 shrubs indicated)
- SEC.5.7.3 SITE LANDSCAPING REQUIREMENTS-
- 5.7.3.1- A min. of 15% of the pervious surface of the lot shall be landscaped = 9,102 sq. ft. required with at least one tree per 15 sq. ft. = 606.8 trees required (25 trees indicated) and 4 shrubs per 2,000 sq. ft. = 18.2 shrubs required (240 shrubs indicated) 5.7.3.8- Frontage trees must be planted along all streets at the rate of 1 large tree every 50 ft. or 1 small tree every 35 ft. 285 ft. of frontage along Industrial Park Drive= 10.46
- large trees required & 410' of frontage along Old Highway 7 = 12 small trees required (11 large trees and 12 small trees indicated) 5.7.3.9- A foundation planting plan must be included in the landscaping plan. (see plan)
- SEC. 5.7.8 STORMWATER DETENTION STANDARDS-
- 5.7.8.3- All surface stormwater detention systems shall have at a minimum, a four (4) foot wide landscape are along the top perimeter with maintenance access as required. These area are to be landscaped with shrubs at a min. ratio of 1 per every 15 sq. ft. of landscape area. 1,228 sq. ft. of landscape required = 82 shrubs required (85 shrubs indicated on plan)

PLANTING NOTES:

Sloan Landscape Architecture

www.sla-ms.com

301 West Main Street

Tupelo, MS 38804 ph: 662.432.4156

fax: 662.432.4160

- 1. Tree locations based on spacing as required by City of Oxford Landscape Requirements. Field adjustments may be necessary as to not conflict with utilities, overhead site lighting, & other site related elements. Any changes need prior approval by landscape architect.
- 2. Contractor to identify & clearly mark all utilities prior to work. Trees & shrubs are not to be planted in locations as to conflict with utilities. Any damage to utilities shall be contractors responsibility to repair or replace at no additional cost to owner.
- All canopies trees in vehicular use areas & along walks shall be limbed up to a height of 6' to allow for clear views & movement underneath.
- 4. All work under this contract shall be guaranteed by landscape contractor to be free from defects in material & workmanship for a period of one calendar year or one full growing season,
- 5. This one year period will begin from date of final acceptance by owner, except as otherwise agreed in writing by all parties to contract.
- 6. Theft, violent weather, & drought damage are the responsibility of landscape contractor, until final completion is given.
- 7. Contractor is responsible for replacing all plant material that dies within one year after planting with plant material of the required size within thirty days of the plant material's death. This period may be extended if weather conditions inhibit installation of new plant materials.
- 8. Construct mulch rings around base of all individual plantings in lawn areas to a width of 5' in dia. around trees.
- 9. Mulch all plantings with an approved hardwood mulch. Install min. 3" deep in shrub & groundcover plantings, at trees & pit plantings, & continuous mulch zones. 10. Grassing (sod & hyrdoseed) will be required for all areas shown & for all other areas disturbed as a result of construction procedures.
- 11. Spade edge all bedlines adjacent to turf areas (see detail). Lines should be true to form as shown and non-wavering.
- 12. Trees & large shrubs must be adequately supported, when necessary, to insure proper growth; & support removed when trees and shrubs are established, at direction of Planning Dept.
- 13. Appropriate measures shall be taken to ensure that any landscaped area shall not be encroached upon by any type of vehicle. Landscaped areas must be protected by an approved encroachment barrier or bumper stop. A vehicle may overhang a landscaped area, provided that a min. width of 3' in landscaped area remains.
- 14. All landscaping soil & fill must be maintained and reasonably free from weeds, refuse, & debris at all times.
- 15. All landscape islands in parking area are to be excavated & filled with an approved topsoil to a min. depth of 18" for shrubs & 3' for trees. Soil to be prepared per details.
- 16. It shall be the contractor's responsibility to meet all city codes and ordinances. Contractor shall have a complete understanding of the landscape requirements and adhere to thusly.

10.	it stiall be the contractor's responsibility	to meet all city	codes and ordinances. Contractor
	REVISION		LANDSCAD SHIPMAL AND SCAD
ITEM	DESCRIPTION OF	APPROVAL	HILL LANDSCAP
NO.	CHANGE	DATE	SHIPMA
#1	REVISED PER CITY COMMENTS	07/13/2021	2
			195
			605 05:0
			MISSISSIPHILITATION OF
·			William Internation

PLANTING PLAN

DIVISION OF ENGINEERING

LAFAYETTE COUNTY, MS

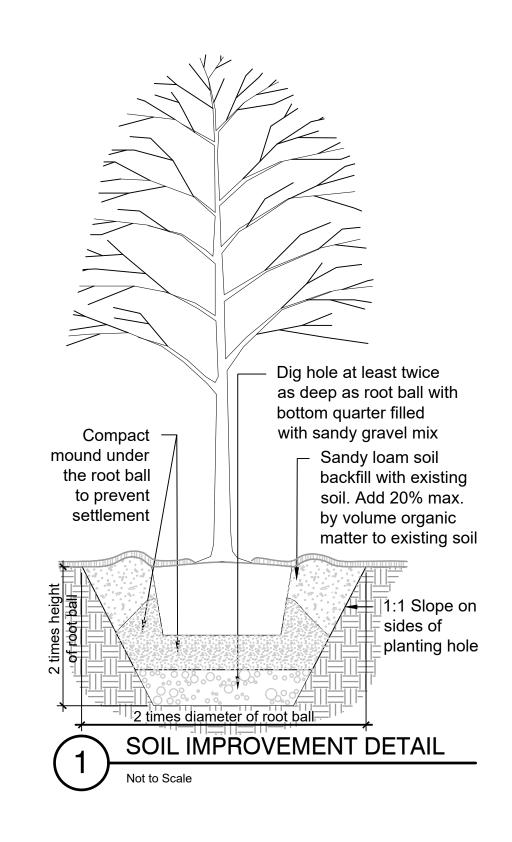
DATE: 3/18/2021 PROJECT NO.: 1000-50 SURVEY: OLLAR SURVEYING DESIGN BY: S. SLOAN, P.L.A DATE: 5/11/2021

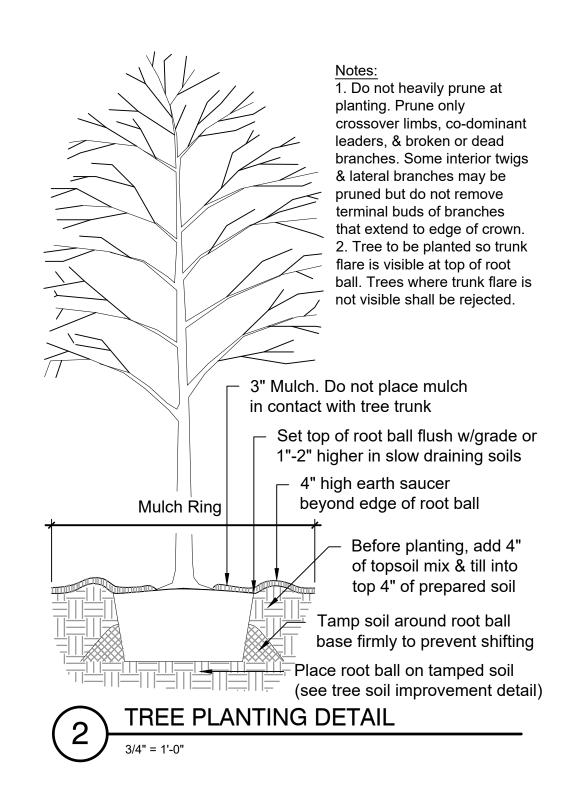
DRAWN BY: S. SLOAN, P.L.A.

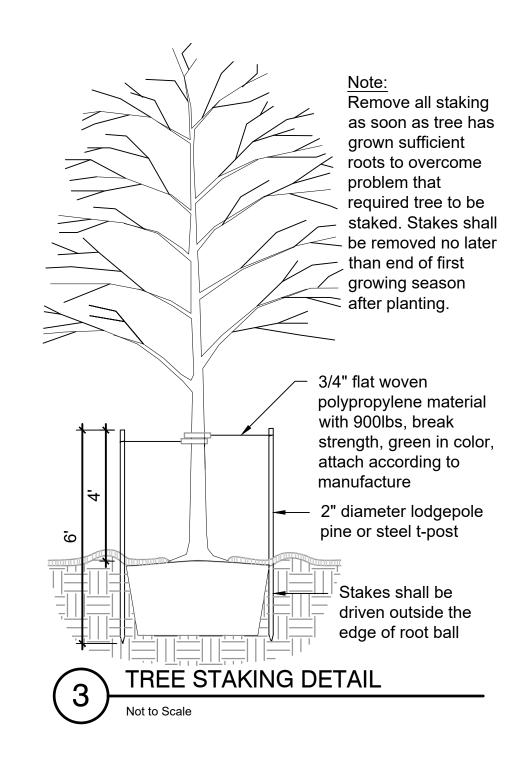
OWNER: RAN MANAGEMENT

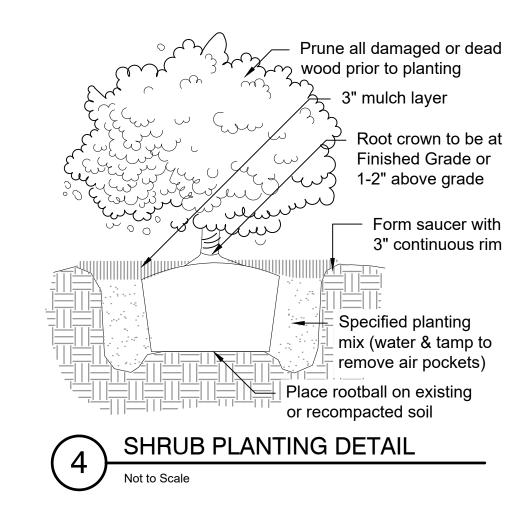
C-STORE: INDUSTRIAL PARK DRIVE

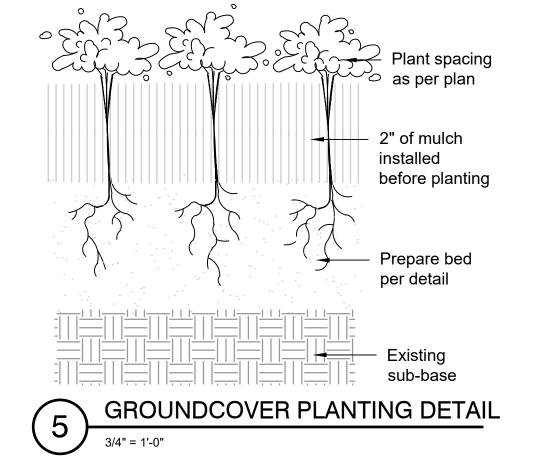
DATE: *5/11/2021* SCALE: *1" = 30'*

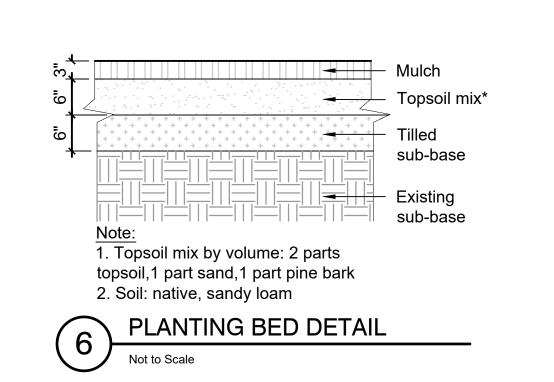


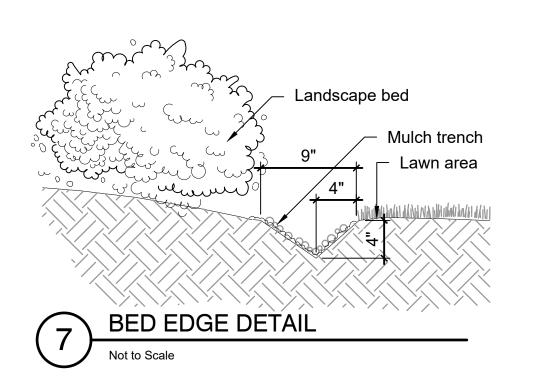






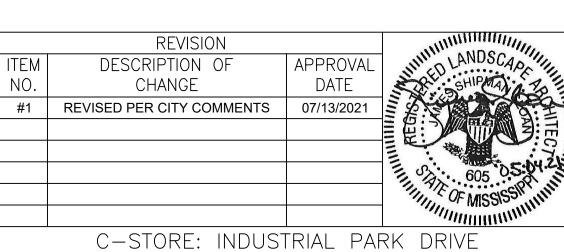








ph: 662.432.4156 fax: 662.432.4160



DIVISION OF ENGINEERING

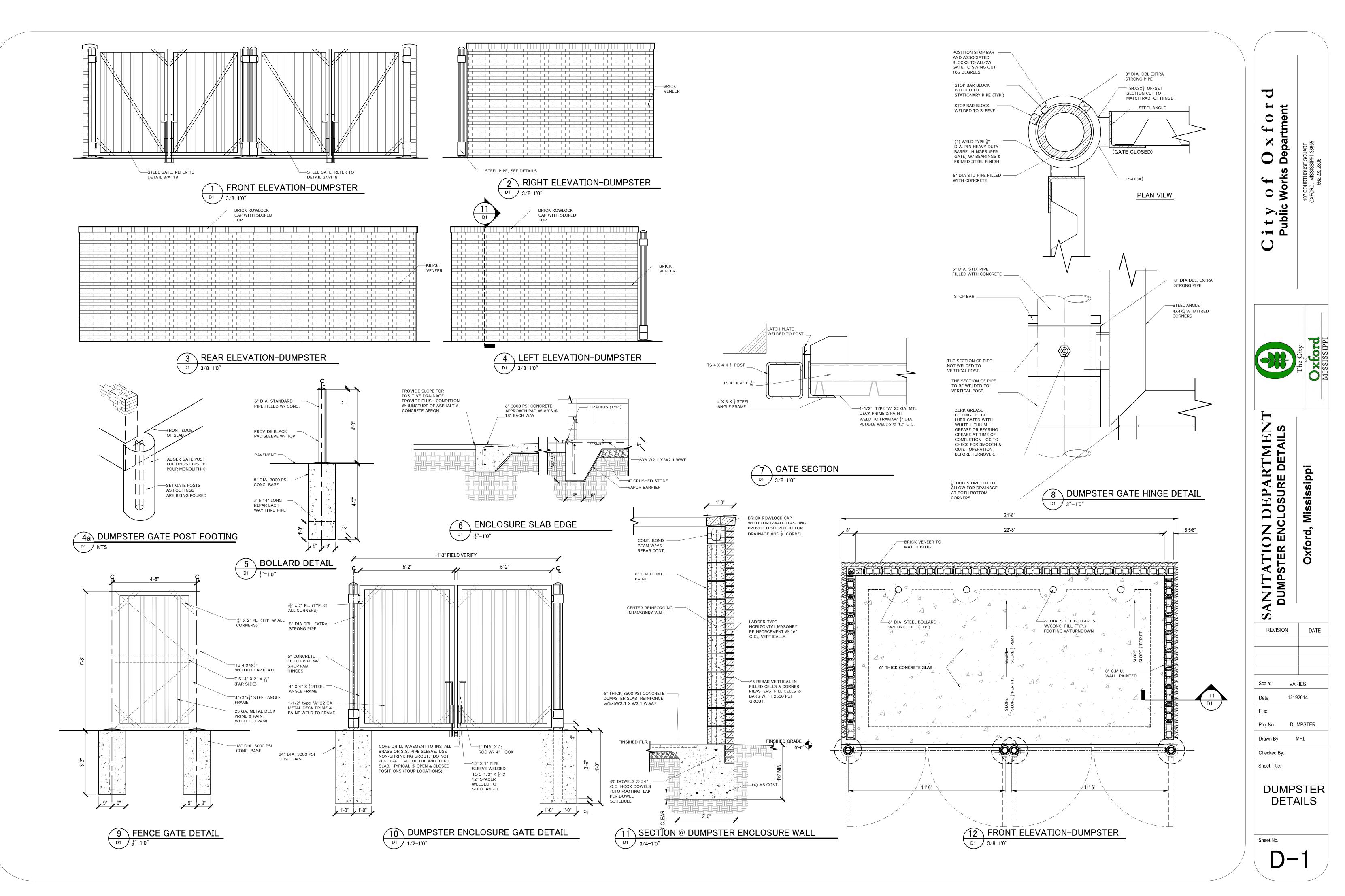
PLANTING DETAILS

LAFAYETTE COUNTY, MS

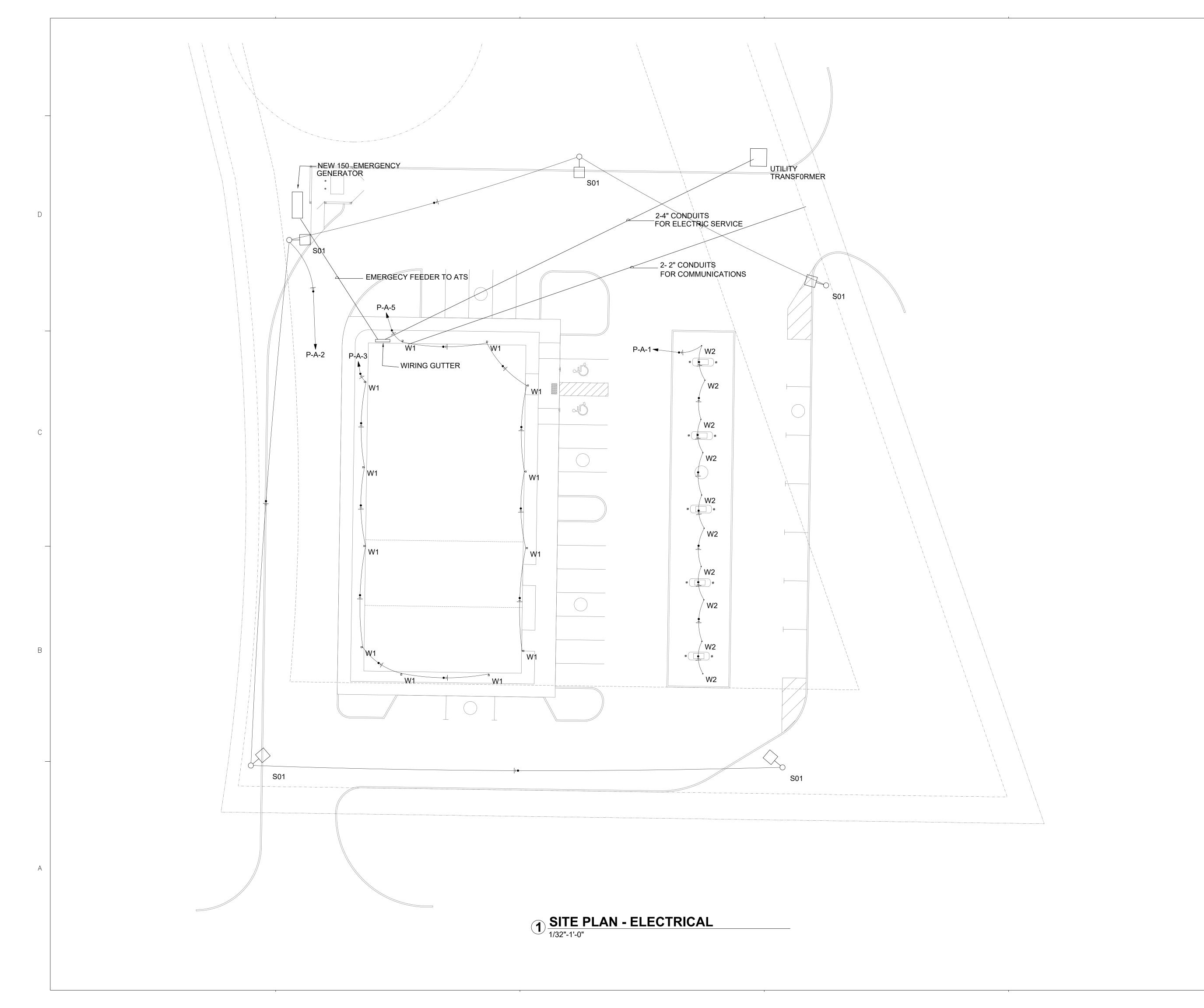
 SURVEY: OLLAR SURVEYING
 DATE: 3/18/2021
 PROJECT NO.: 1000-50

 DESIGN BY: S. SLOAN, P.L.A.
 DATE: 5/11/2021
 SCALE: NTS

OWNER: RAN MANAGEMENT ENGINEER: GRANBERRY & ASSOCIATES, LLC



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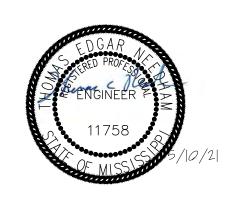
1255 Lynnfield Road, Suite 226 Memphis, Tennessee 38139 Telephone: 901.603—8765 E—Mail: designgroup50@yahoo.com

OWNER NAME AND ADDRESS

C-STORE AT INDUSTRIAL PARK



ΑI



CONSULTANTS NAME:

 NO.
 DATE
 ISSUE \ REVISION

 01
 08092019
 BID SET

DRAWING NAME
SITE PLAN-

ELECTRICAL

DRAWN BY:
CHECKED BY:

APPROVED BY:

E100

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1.7 1.0 0.4 0.2 0.2 0.4 0.7 0.9 0.9 0.9 0.9 0.9 0.9 0.6 0.4 0.4 0.9 1.4 2,0 0.3 0.4 0.4 0.4 0.4 0.4 0.4 0.4 0.4 0.6 /1.1 0.3 0.4 0.7 0.9 1.1 1.5 2.0 3.9 2.6 2.0 3.2 2.3 1.9 2.2 3.0 1.3SO1 0.2 /0.8 1.5 1.5 / 1.2 1.2 / 2.7 1.1 0.7 1.9 1.4 | 0.5 0.2 0.2 | 0.4 0.8 0.1 | 0.5 | 0.9 | 1.6 | 1.8 | 2.3 | 5.4 | 1.6 1.9 0.6 0.3 0.3 0.5 / 1.5/ 5.9 13.5 2.5 2.1 1.6 / 0.5 W1 0.1 0.3 0.7 2.2 4.3 0.3 0.3 0.7 2.3 / 1.4 /0.8 0.3 0.2 0.1 0.2 0.4 1.0 3.2 W1 0.8 2.2 7.6 15.**W2**.9 2∤0 1/.0 0.5 0.2 0.1 0|1 0.2 0.4 0.9 1.1 1.8 / 0.9 0.5 0.8 2.2 | 8.1 17.5 6.2 1.9\ 0.8\ 0.4\ 0.2\ 0.1\ 0.1 0.6 0.5 0.9 2.3 8.5 17.2 6.1 1.8 $\sqrt{0.7}$ 0.3 0.2 0.1 0.1 0,1 | 0.2 | 0.6 / 2.1 | 3.1 0.7 0.5 0.9 2.3 | 7.7 14.**9 V 2**5.6 _ 2.3 0.0 0.1 0.4 1.8 54 1.7 0.7 0.3 0.2 0.1 0.1 0.0 0.1 0.4 1.0 1.7 0.7 0.3 0.2 0.1 0.1 0.0 2.4 8.8 f7.7 6.0 0.9 0.5 0.9 1.2 0.7 0.5 0.9 2.4 8.9 17.7 5.9 1.7 0.7 0.3 0.2 0.1 0.1 0.0 0.0 0.1 0.6 / 2.2 3.2 0,1 0.1 0.4 \ 1.7 \ 5.2 1.6 0.7 0 3 0.2 0.1 0.1 0.0 2.6 2.2 0.9 0.5 0.9 2.6 10.1 175 2^5 60.1 0.2 0.5 0.9 $1.6 \quad | 0.7 \quad 0 | 3 \setminus 0.2 \quad 0.1 \quad 0.1 \quad 0.1 \quad 0.0$ 0.1 0.2 0.4 0.8 0.9 1.6 0.7 0.4 \setminus 0.2 0.1 0.1 0.1 0.0 $0.1 \quad 0.2 \quad 0.3 \quad 0.4 \quad 0.8 \quad 2.4 \quad 8.2 \quad 12.9 \quad 48 \quad 1.6 \quad 0.8 \quad 0.5 \quad 0.3 \quad 0.2 \quad 0.1 \quad 0.1 \quad 0.0 \quad 0.0$ 0.3 0.7 / 2.4 3.5 0.6 0.7 0.4 0.4 1.6 4.3 W1 0.1° 0.1 0.2 0.3 0.8 2.5 10.3 17 \checkmark 25 2 1.7 1.1 0.8 0.5 0.2 0.1 0.1 0.0 0.0 $1.8 \quad | 1.6 \quad 1.3 \quad 0.8 \quad 0.6 \quad | 1.2 \quad 1.9 \quad / 0.6 \quad 0.8 \quad | 1.6 \quad \cancel{0}/9 \quad 0.3 \quad 0.1 \quad 0.1 \quad 0.2 \quad 0.4 \quad 0.9 \quad 2.2 \quad 3.0 \quad 2.1 \quad / \quad 1.9 \quad | \cancel{9} \quad / \cancel{1}.7 \quad | 0.8 \quad 0.2 \quad 0.1 \quad 0.0 \quad 0.0$ $2 \stackrel{1}{,}3$ $\stackrel{1}{,}2.4$ $\stackrel{1}{,}1.8$ $\stackrel{1}{,}3$ $\stackrel{1}{,}0.8$ $\stackrel{1}{,}0.6$ $\stackrel{1}{,}0.5$ $\stackrel{1}{,}0.3$ $\stackrel{1}{,}0.4$ $\stackrel{1}{,}0.1$ $\stackrel{1}{$ 0.1 0.1 0.1 0.1 0.1 0.2 0.4 0.8 1.3 1.8 2.9 4.3 1.5 0.4 0.1 0.1 0.0 0.0 0.0 0.0

0.5 0.5 1.2 1.3 0/9 0.6 0.3 0.1 0.1 0.0 0.0 0.0 0.0 0.1 0.1 0.1 0.2 0.4 0.7 1.1 1.4 1.2 0.6 0.6 0.3 0.1 0.1 0.0

0.1 0.1 0.2 0.2 0.5 1.1 0.8 0.4 0.2 0.1 0.1 0.1 0.1 0.1

0.5 0.9 1.0 0.7 0.3 0.1 0.2 0.3 0.6 1.1 2.0 3.4 2.8 1.5 0.8 0.4 0.2 0.2 0.2 0.4

GENERAL PHOTOMETRIC SCHEDULE		
AVERAGE FOOT-CANDLES	1.54	
MAXIMUM FOOT-CANDLES	17.7	
MINIMUM FOOT-CANDLES	0.0	
MINIMUM TO MAXIMUM FC RATIO	0.00	
MAXIMUM TO MINIMUM FC RATIO	2080.99	
AVERAGE TO MINIMUM FC RATIO	181.49	

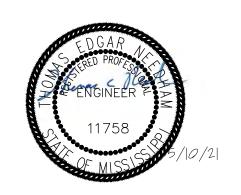
NEERAJ KUMAR B. Arch., M. Arch., M.C.R.P., LEED AP (BD+C) ARCHITECT (MS License No. 5279)

1255 Lynnfield Road, Suite 226 Memphis, Tennessee 38139 Telephone: 901.603-8765 E-Mail: designgroup50@yahoo.com

OWNER NAME AND ADDRESS

C-STORE AT **INDUSTRIAL PARK**





CONSULTANTS NAME:

NO. DATE ISSUE \ REVISION 01 08092019 BID SET

DRAWING NAME SITE PLAN-PHOTOMETRIC

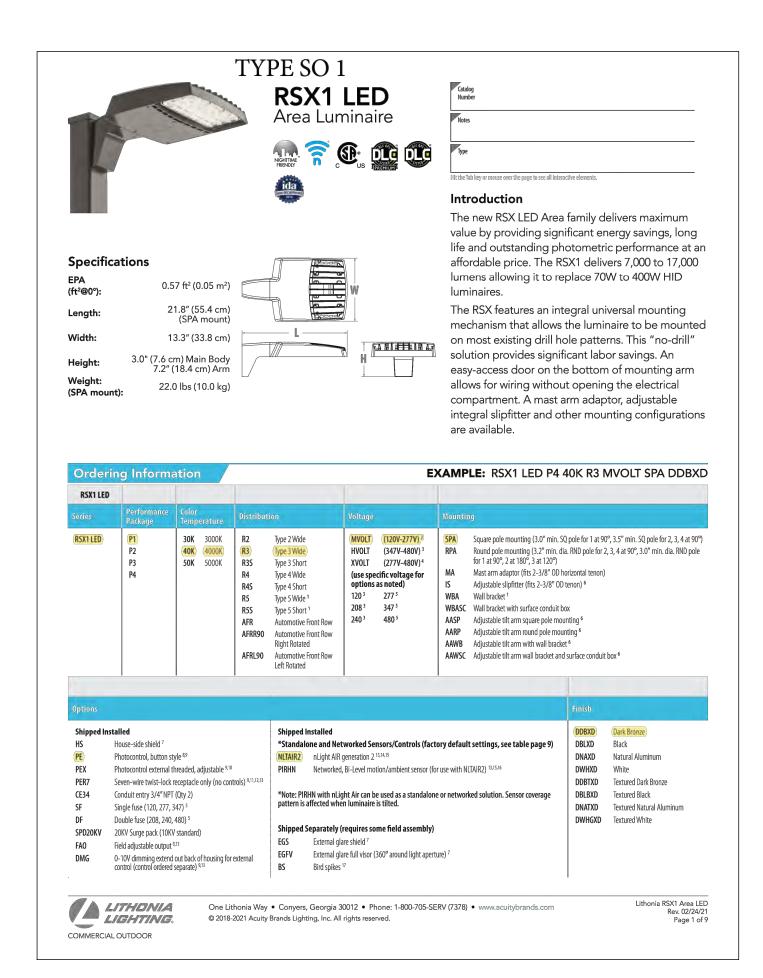
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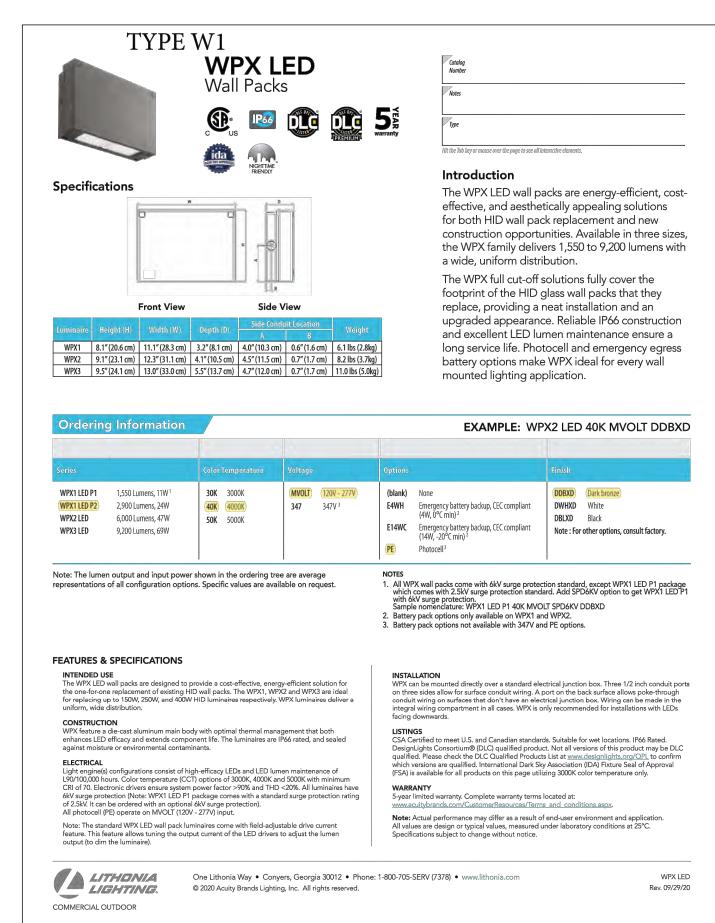
PLAN

DRAWING NUMBER: E102

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1 SITE PLAN - PHOTOMETRIC PLAN







CALLOUT	SYMBOL	LAMP	DESCRIPTION	MOUNTING	MODEL	INPUT WATTS	VOLTS	NOTE 1
S01	0—	(1) 150W ,	RSX Area Fixture Size 1 P1 Lumen Package 4000K CCT Type R3 Distribution	POLE	Lithonia Lighting, RSX1 LED P1 40K R3 PROVID 16' SQUARE STEEL POLE,FINISH TO MATCH FIXTURE	51.34	120V 1P 2W	16 FOOT POLE
W1	Ţ.	(1) 78W LED, LED	WPX1 LED wallpack 3000lm 4000K color temperature 120-277 Volts	WALL, MTD PER ARCH	Lithonia Lighting, WPX1 LED P2 40K Mvolt GLASS BLOCK	24.42	120V 1P 2W	LED DRIVER, LED DRIVER
W2	٥	(168) 87W ,	CNY LED Canopy P2=6,600lm	WALL, MTD PER ARCH	Lithonia Lighting, CNY LED P2 40K MVOLT GLASS BLOCK	51.86	120V 1P 2W	,



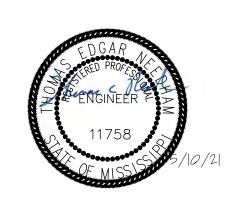
1255 Lynnfield Road, Suite 226 Memphis, Tennessee 38139 Telephone: 901.603-8765 E-Mail: designgroup50@yahoo.com

OWNER NAME AND ADDRESS

C-STORE AT INDUSTRIAL PARK



SEAL



CONSULTANTS NAME:

NO.	DATE		ISSUE \ REVISION
01	08092019	BID SET	

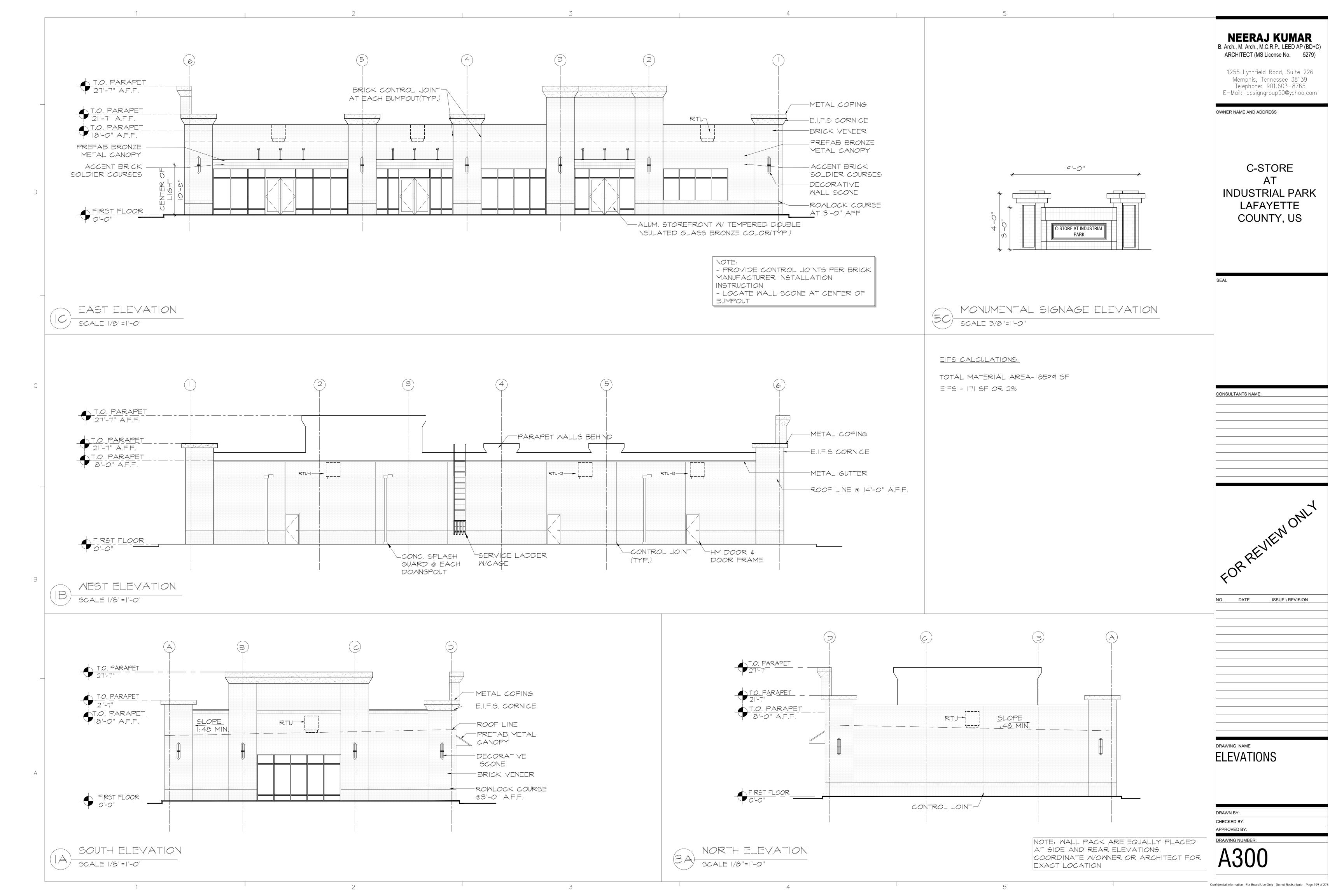
SITE PLAN-PHOTOMETRIC PLAN

DRAWN BY:
CHECKED BY:
APPROVED BY:

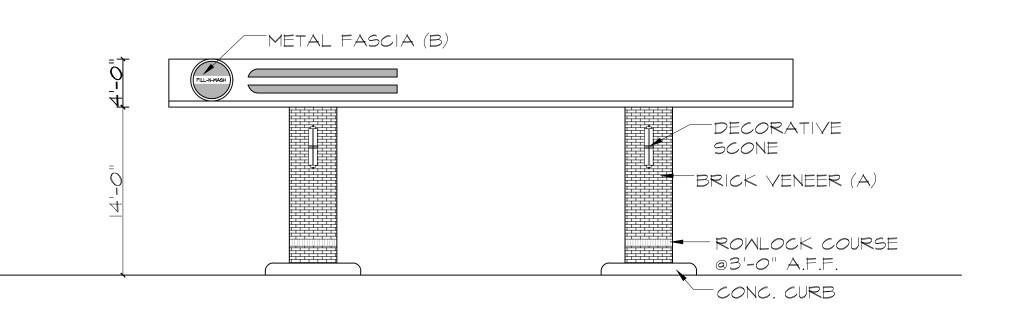
E102

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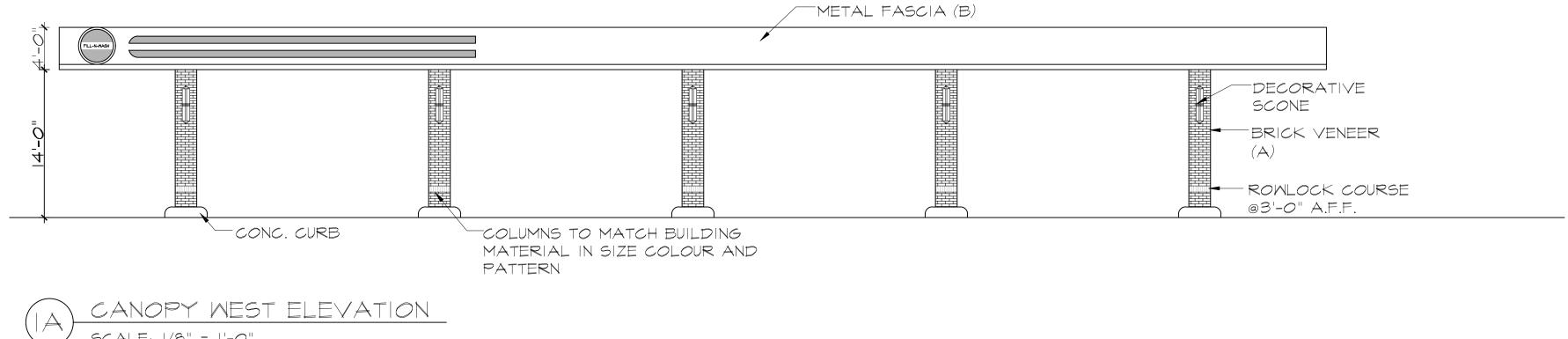


COLOR LEGEND-	CANOPY MATERIALS IDENTIFICATIONS			
	MATERIAL LIST	MANUFACTURER	PRODUCT NAME/ NUMBER	
PRIMARY				
A	BRICK	ELDORADO STONE-MERIDIAN BRICK ARCHITECTURAL/MODULAR PREFAB/QUEEN SIZE		
В	METAL FASCIA	T.B.D. BY OWNER/ GAS COMPANY		

CANOPY MATERIAL IDENTIFICATION



CANOPY NORTH ELEVATION SCALE: 1/8" = 1'-0"



SCALE: 1/8" = 1'-0"

NEERAJ KUMARB. Arch., M. Arch., M.C.R.P., LEED AP (BD+C)

ARCHITECT (MS License No. 5279)

1255 Lynnfield Road, Suite 226

Memphis, Tennessee 38139 Telephone: 901.603-8765 E-Mail: designgroup50@yahoo.com

OWNER NAME AND ADDRESS

C-STORE AT INDUSTRIAL PARK LAFAYETTE COUNTY, US

CONSULTANTS NAME:

NO. DATE ISSUE \ REVISION

DRAWING NAME

CANOPY **ELEVATIONS**

DRAWN BY: CHECKED BY: APPROVED BY:

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Memorandum

To: Mayor and Board of Aldermen From: Gray Parker, AICP, Planner II

Date: September 21, 2021

Re: Request approval for a Final Plat for Case #2786, MFM Development, LLC, for

'Colonnade Crossing Subdivision – Phase 1', for property located north of MS Hwy 30, east of White Oak Lane, and west of MS Hwy 7. (PPINs #4559, #4560, #4561, #4562, #4566,

#4567, #17707, #4515, #15140, #4643, #4642, #4563 & #4510)

Planning Comments: The subject property is located on the north side of Highway 30, west of Highway 7, and is referred to as the Colonnade Crossing Subdivision. The development measures approximately +/- 88 acres. The zoning for the property is split with the front 1/3 of the property being zoned (TNB) Traditional Neighborhood Business, and the remaining 2/3 is zoned (SCO) Suburban Corridor. The applicant is requesting final plat approval for Colonnade Crossing Subdivision, Phase 1, a 10-lot commercial subdivision north of Highway 30 and west of the Oxford School District Administration Complex in a Traditional Neighborhood Business (TNB) zoned portion of the property.

Phase 1 originally consisted of 3 lots when the applicant received preliminary plat approval for the entire subdivision in June 2020. Phase 1 now consists of 10 lots that cover a total of 15.87 acres. The applicant received approval for a convenience store and service station for Lot 1 in January 2021 (Case #2695). Subsequent developments for each lot within the phases will require site plan approvals and additional phases will also require final plat approvals.

The proposed final plat meets the requirements of all other departments of the Site Plan Review Committee.

Engineering Comments: The Engineering Department provided comments related to water and sewer, traffic, sidewalks, and stormwater management which may be found in the Planning Commission staff report. Related to bonding the development, Engineering Staff is currently reviewing the required bonds received for sufficiency.

As of the date of this report, Planning Staff has not received any questions or complaints from the public. At the September 13, 2021 Planning Commission meeting, the Planning Commission unanimously recommended approval of the request.

Recommendation: Staff recommends approval of the Final Plat for 'Colonnade Crossing Subdivision – Phase 1' with the following conditions:

- 1. Approval of the Final Plat for Phase 1 of the Colonnade Crossing Subdivision by the Mayor and Board of Aldermen. (Planning)
- 2. Prior to the issuance of a Certificate of Occupancy, a stamped recorded copy of the covenants shall be provided to the Planning Department. (Planning)
- 3. Approval is contingent on approval from the Mississippi Department of Environmental Quality (MDEQ) for the stormwater management dam or an approved alternate stormwater management design in the event MDEQ fails to approve the plan submitted. (Engineering)
- 4. Approval is contingent on approval from the Mississippi Department of Transportation (MDOT) for access to Highway 30 for the use proposed and upon completion of all improvements required by the MDOT. (Engineering)
- 5. Water service cannot be guaranteed in the locations shown in the construction plans due to the City's pressure boosted system and the owner/developer's inability to provide estimates of water usage needs. It will be the owner/developer's responsibility to provide an acceptable connection location for water service as determined by the City of Oxford in consideration of our water model results, which cannot be generated until the owner/developer provides adequate information. (Engineering)
- 6. Prior to the request for Final Plat being heard by the Board of Alderman, revisions to the street names will be made to reflect the change of Barrington Drive to James Kimmons Drive. (Engineering)
- 7. Prior to the request for Final Plat being heard by the Board of Alderman, bonds in an amount to be approved by Engineering Staff must be received. (Engineering)



Case 2786

To: Oxford Planning Commission From: Gray Parker, AICP, Planner II

Date: September 13, 2021

Applicant: MFM Development, LLC

Owner: Same

Request: Final Plat Approval for 'Colonnade Crossing Subdivision – Phase 1'

Location: North of MS Hwy 30, east of White Oak Lane, and west of MS Hwy 7. (PPINs #4559, #4560,

#4561, #4562, #4566, #4567, #17707, #4515, #15140, #4643, #4642, #4563 & #4510)

Zoning: (TNB) Traditional Neighborhood Business & (SCO) Suburban Corridor

Case History: Case #2630 Approval for a Preliminary (for the entire subdivision) and Final Plat (for

Phase 1 of Colonnade Crossing Subdivision)

Surrounding Zoning:

North: (NR) Neighborhood Residential & (TNB) Traditional Neighborhood Business

South: (TNB) Traditional Neighborhood Business & (PUD) Planned Unit Development/(TER) Traditional

Estate Residential

East: (SCN) Suburban Center

West: (TNB) Traditional Neighborhood Business & (SCO) Suburban Corridor

Planning Comments: The subject property is located on the north side of Highway 30, west of Highway 7, and is referred to as the Colonnade Crossing Subdivision. The development measures approximately +/- 88 acres. The zoning for the property is split with the front 1/3 of the property being zoned (TNB) Traditional Neighborhood Business, and the remaining 2/3 is zoned (SCO) Suburban Corridor. The applicant is requesting final plat approval for Colonnade Crossing Subdivision, Phase 1, a 10-lot commercial subdivision north of Highway 30 and west of the Oxford School District Administration Complex.

The applicant received preliminary plat approval for all phases of the Colonnade Crossing Subdivision in June 2020 (Case #2630). The applicant originally requested final plat approval for Phase 1 in June 2020, but the final plat was withdrawn prior to the Mayor and Board of Aldermen meeting. Since June 2020, the phasing configuration has changed, but the construction documents regarding infrastructure submitted for the entire Colonnade Crossing development remain the same. A land swap occurred between Francis Perkins Trust (two small parcels with frontage along Molly Barr Road in the far southeast corner of the property) and the applicant to increase the useability of both properties.

Phase 1 originally consisted of 3 lots. Phase 1 now consists of 10 lots that cover a total of 15.87 acres. These commercial lots are the "front lots", furthest south on the property and closest to Highway 30. They

are zoned (TNB) Traditional Neighborhood Business. Lot 1 of Phase 1 is the only lot that has currently received site plan approval. The applicant received approval for a convenience store and service station in January 2021 (Case #2695). Subsequent developments for each lot within the phases will require site plan approvals and additional phases will also require final plat approvals.

The applicant provided a tree survey using a sample inventory after consultation with Staff in June 2020. Significant grading work has taken place since the preliminary plat approval. Tree mitigation will not be necessary for the grading work performed according to the tree survey and mitigation calculations submitted in June 2020. The trees on several large areas on the north side of the property will not be removed during the initial grading work for the preliminary plat. In the future, development proposals will be required to mitigate any trees removed from those areas according to the tree mitigation requirements of the Land Development Code. The proposed final plat meets the requirements of all other departments of the Site Plan Review Committee.

Engineering Comments:

Water and Sewer

Water and sewer were previously approved as part of the preliminary plat, Case #2630. The following is from that case.

Water will be provided by two proposed connections on Molly Barr. The City will own and maintain the water mains within the streets and up to the water meter connections. Stubouts for future development is provided throughout. The City has requested an analysis from our consultant for water modeling to be sure that these connections do not create issues within our pressure boosted zone that serves the area. If it is determined that the connections cannot be made as shown, an alternate plan will be required.

Sewer will be provided through a combination of gravity and forced sewer with two lift stations located in the development. The lift stations will be constructed to City of Oxford standards with the intent of being dedicated to the City at such time as the flow through the lift stations meets the threshold for City ownership and maintenance. Staff has also requested that the gravity sewer line be extended beyond the anticipated need for the remainder of the Colonnade Crossing property to provide a connection to Hurricane Lane (CR 178). Staff will be requesting funds be allocated by the Board of Alderman from Oxford Utilities' Water and Sewer fund to provide for this connection at the time the roadway is constructed to allow for future gravity flow sewer on Hurricane Lane.

Since the approval of the preliminary plat, our water consultant has stated that a complete analysis for all requested water connection locations cannot be made until the uses and water usage are known, or at least estimated with some degree of assurance. The design engineer has stated that both are unknown at this time. Additional/alternate water connection locations beyond those shown in the related construction plans may be required in the future and will be the owner/developer's responsibility to provide.

Traffic/Access

Traffic and access to the subdivision were discussed as part of the preliminary plat, Case #2630, and contingent on MDOT approval. Since that time, the Mississippi Department of Transportation (MDOT) has stated that construction of all improvements will be required in order to access the site at the former Oxford Elementary School drive. The owner/developer and engineer have been in communication with

MDOT regarding the required improvements. A conceptual plan for roundabouts at the entrances to Colonnade Crossing have been presented to MDOT and the City and remain under review. The City submitted the plans to a third-party engineering firm with an expertise in roundabout construction to ensure that there was adequate right-of-way dedicated and that the plans meet the standards for roundabout construction. The plat submitted with this case reflects the required right-of-way dedications to construct the future roundabouts. There will be no direct access to Highway 30. All access will be from approved City streets within the development.

The traffic impact study dated December 2020 provides a clear statement that no improvements are required (from a traffic engineering stand point) to construct a lone gas station. The additional site plans associated with lots outside of Lot 1 will be evaluated both individually and as part of the whole. The traffic impact study will have to be updated as the development progresses.

Two performance bonds have been provided for the infrastructure within Phase 1 but not for the conceptual roundabouts or improvements to Highway 30. Staff is reviewing the bonds submitted to determine if they are acceptable. The owner and his consultant have approached the City regarding the use of a TIF (Tax Increment Financing) to construct the roundabouts and associated infrastructure as was done for Oxford Commons, the Lamar and is under review at Oxford Farms. This request has not been presented to the Board of Alderman for consideration at this time but may be presented in the coming months/year. The creation of a TIF is outside of the purview of Development Services and is not considered as part of the review. The infrastructure required for the safe use of the roadways by all users will be required to be constructed at the appropriate time in consideration of the recommendations of the Traffic Impact Study.

The plat notes that the street accessing the site in the area of the former Oxford Elementary School be named Barrington Drive. However, at the suggestion of Alderman Kesha Howell-Atkinson, this street will be named James Kimmons Drive in honor of the late Mr. James Kimmons. Mr. Kimmons faithfully served as School Crossing Guard in this intersection for many years ensuring that the students at Oxford Elementary School made it to and from school safely each day.

<u>Sidewalks</u>

All streets to be dedicated to the City will have sidewalks along the frontage with lots. Additionally, there will be a sidewalk along the subdivision's frontage with Molly Barr Road (Highway 30).

Stormwater Management

The development proposes to manage stormwater through a large detention pond in the northeast corner. The stormwater management facilities of this subdivision shall be owned and maintained by the owner's association and/or by the property owner(s) of the lots. In the event, any lot becomes subdivided into additional lots or individual site plans said site plans conforming to the City's Land Development Code, each property owner shall own their pro-rata share, by area percentage of their lot, of the regional detention system.

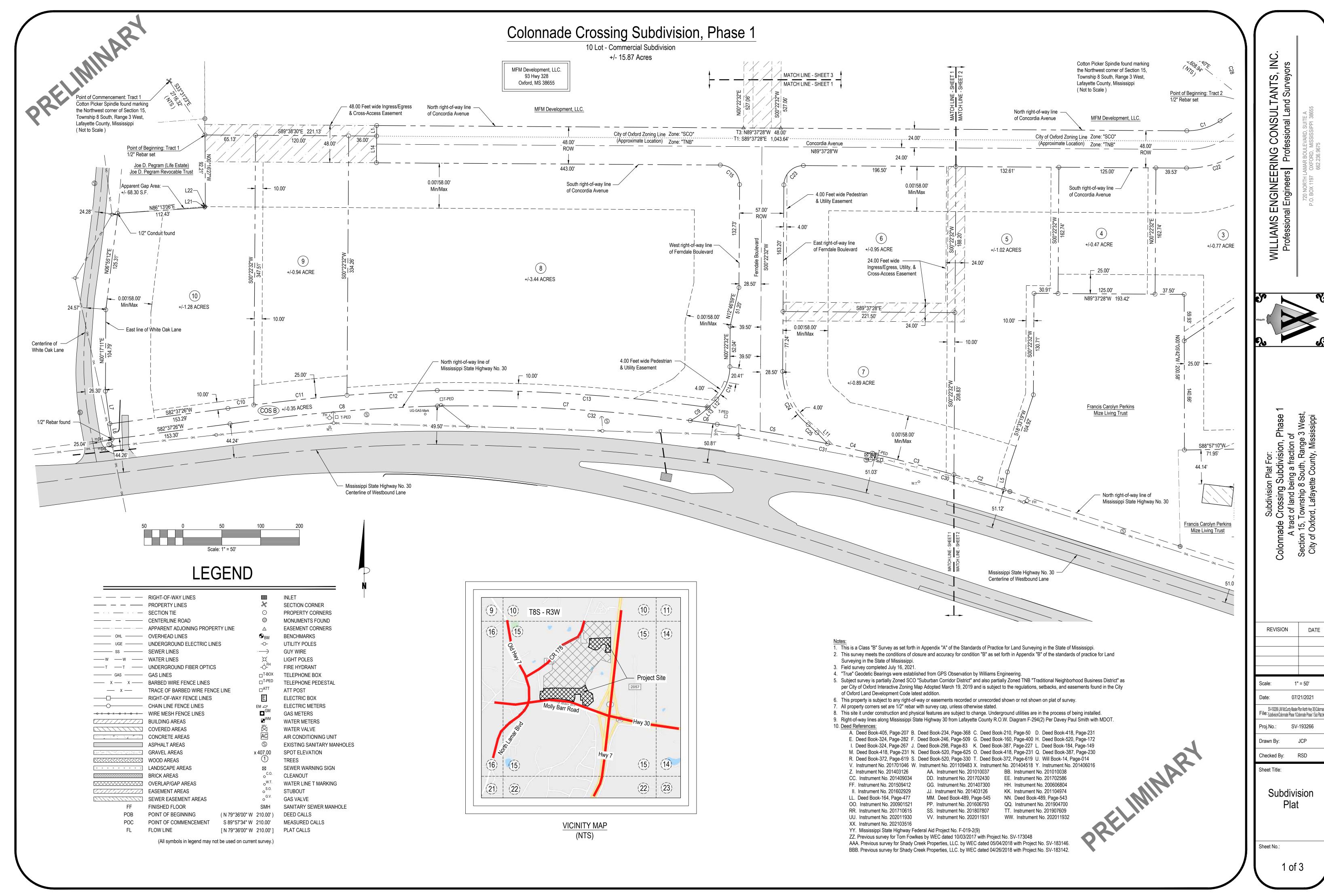
Due to its size and proximity to Highway 7, this pond will require review and approval by the Mississippi Department of Environmental Quality (MDEQ). MDEQ may determine that some changes are necessary to the outlet control structure or levy for approval to be granted. If MDEQ classifies the pond as a high hazard dam, additional reporting and documentation will be required including an Incident Action Plan. Since the preliminary plat approval, the design of the pond has been submitted to MDEQ for review and approval. An Environmental Action Plan has also been created and submitted. In the event that the pond

is not approved as designed, the size would be reduced in order to accommodate the needs of Phase 1 and alternate stormwater management plans would be required for the remainder of the site.

Staff has approved the technical design of the stormwater management plan but since this is, a large site with phasing and the pond will serve as a sediment basin throughout all phases, final approval and certification of the stormwater management will not occur until the final phase.

Recommendation: Staff recommends approval of the Final Plat for 'Colonnade Crossing Subdivision – Phase 1' with the following conditions:

- 1. Approval of the Final Plat for Phase 1 of the Colonnade Crossing Subdivision by the Mayor and Board of Aldermen. (Planning)
- 2. Prior to the issuance of a Certificate of Occupancy, a stamped recorded copy of the covenants shall be provided to the Planning Department. (Planning)
- 3. Approval is contingent on approval from the Mississippi Department of Environmental Quality (MDEQ) for the stormwater management dam or an approved alternate stormwater management design in the event MDEQ fails to approve the plan submitted. (Engineering)
- 4. Approval is contingent on approval from the Mississippi Department of Transportation (MDOT) for access to Highway 30 for the use proposed and upon completion of all improvements required by the MDOT. (Engineering)
- 5. Water service cannot be guaranteed in the locations shown in the construction plans due to the City's pressure boosted system and the owner/developer's inability to provide estimates of water usage needs. It will be the owner/developer's responsibility to provide an acceptable connection location for water service as determined by the City of Oxford in consideration of our water model results, which cannot be generated until the owner/developer provides adequate information. (Engineering)
- 6. Prior to the request for Final Plat being heard by the Board of Alderman, revisions to the street names will be made to reflect the change of Barrington Drive to James Kimmons Drive. (Engineering)
- 7. Prior to the request for Final Plat being heard by the Board of Alderman, bonds in an amount to be approved by Engineering Staff must be received. (Engineering)



CONSULTANTS essional Land Survey

720 NORTH LAMAR BOULEVARD, SUI P.O. BOX 1197 OXFORD, MISSISSIPPI

nnade Crossing Subdivision, Phase 1 A tract of land being a fraction of ion 15, Township 8 South, Range 3 West, of Oxford, Lafayette County, Mississippi

REVISION DATE

ate: 07/21/2021

SV-193266 (JW McCurdy Master Plan North Hwy 30) Colonnade

e: Subdivision Colonnade Phase 1 (Colonnade Phase 1 Sub Plat.dw)

Drawn By: JCP

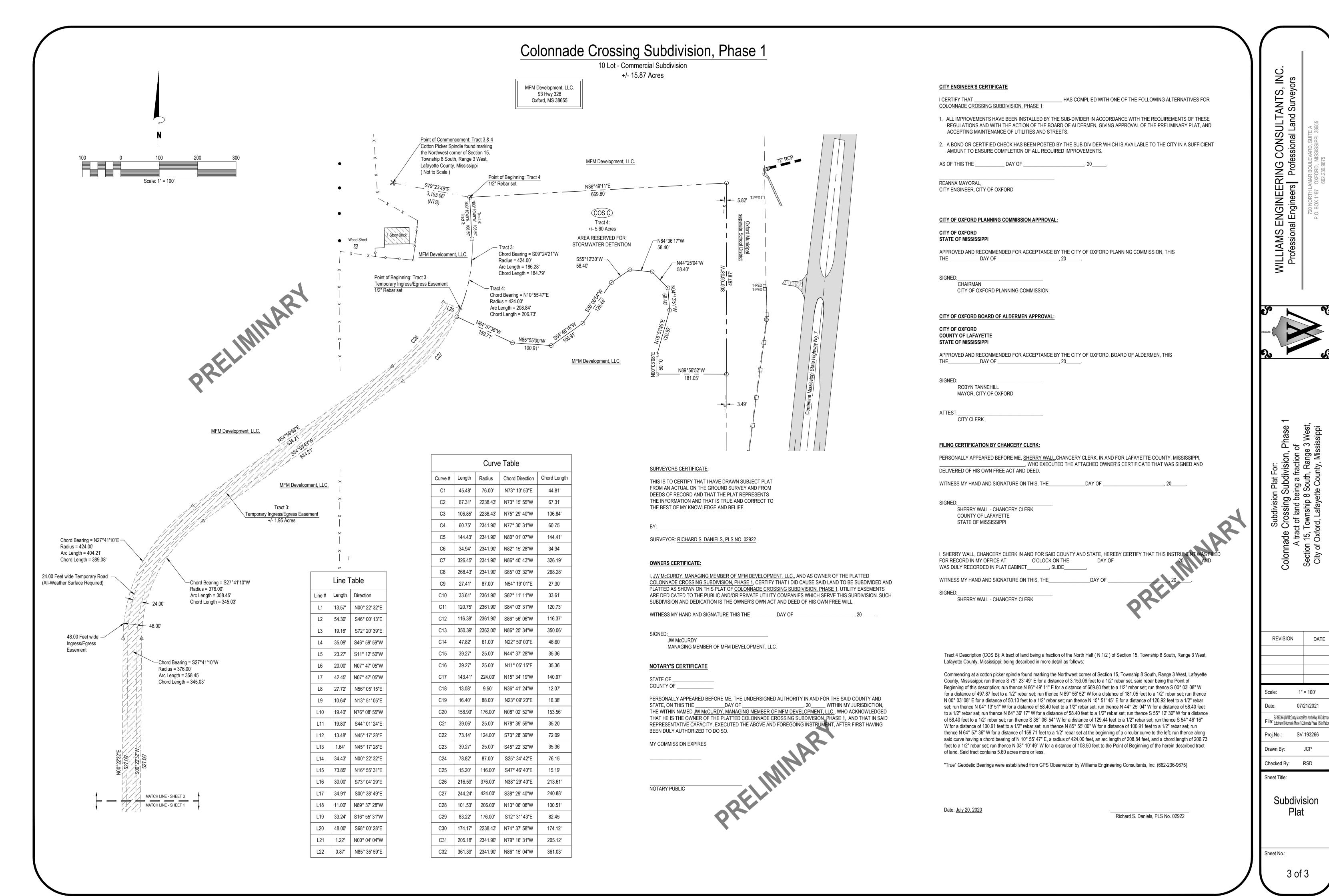
Checked By: F

Sheet Title:

Subdivision Plat

Sheet No.:

2 of 3



Confidential Information - For Board Use Only - Do not Redistribute Page 209 of 278

DATE



Memorandum

To: Mayor and Board of Alderman Robert Baxter, AICP; Planner II

Date: September 21, 2021

RE: Request approval for a Final Plat Amendment for Case #2787, Updraft

Investments, LLC, for 'The Lamar – Phase 2, Lot 8', for property located at Jennie

Avenue. (PPIN #39038)

The applicant is requesting a final plat amendment approval for 'The Lamar – Phase 2, Lot 8.' This lot is +/- 0.73 acres and will be further divided into 14 lots. Lot 8 was initially platted with the intent of having "townhouse" style condominiums. The applicant is returning with a concept for fourteen (14) "small house," detached residential on fee simple lots. The proposal meets the standards for developments in TNBs.

Engineering provided comments related to Retaining Walls, Water, Sewer and other Utilities, Traffic/Access, Sidewalks, and Stormwater Management. Engineering also noted technical changes to the plat and the need for clarification about utility placement.

At the September 13, 2021 Planning Commission meeting, the Planning Commission unanimously recommended approval of the request for Final Plat Amendment approval for 'The Lamar – Phase 2, Lot 8' with the conditions that are listed in the staff report. Previous comment #4 regarding water mains has not been satisfied as of the writing of this report. If it is not satisfied by the meeting, it will be pulled from the agenda.

Recommendation: Staff recommends approval of the amended final plat for 'The Lamar, Ph. 2 Lot 1' with the following conditions:

- 1. General Conditions:
 - a. Approval by the Mayor and Board of Aldermen.
 - b. Approval is for the plat as submitted, with any required modifications.
- 2. Frontage trees are required to be installed within private property and not within the City right-of-way. (Planning)

- 3. The two private alleys must be named on the plat. (Planning)
- 4. An easement must be shown on the plat and provided to the City that clearly states that other utilities are not permitted to run parallel with the water main in the easement area and that provides the required area for maintenance of the main and the meter. (Engineering)
- 5. The plat must indicate maintenance responsibility for the private drives (alleys). (Engineering)
- 6. No certificate of occupancy shall be issued for the Lamar Phase 2 Lot 8 until the stormwater management facilities, approved as part of Case #2763 The Lamar Phase 4 preliminary plat, are constructed and operational. (Engineering)
- 7. Additional plans must be provided for staff review and approval regarding the placement of on-street parking. (Engineering)
- 8. The owner/developer must install yellow curb and no-parking signage in all areas not designated as on-street parking prior to the City taking acceptance of the street. (Engineering)
- 9. An easement to the HOA or other responsible party must be granted for maintenance of the private sewer line that serves each lot and shown on the plat. (Engineering)
- 10. Approval is contingent on the sewer plans being compliant with the adopted building code. (Engineering)



Case 2787

To: Oxford Planning Commission From: Robert Baxter, AICP, Planner II

Date: September 13, 2021

Applicant: Updraft Investments, LLC (Mac Monteith)

Owner: Same

Request: Final Plat Approval (Amended) for 'The Lamar, Ph. 2 Lot 8'

Location: Jennie Avenue (PPIN #39038)

Zoning: (TND) Traditional Neighborhood Development

Surrounding Zoning:

North: (TNB) Traditional Neighborhood Business

South: (TNR) Traditional Estate Residential

East: (TNB) Traditional Neighborhood Business **West:** (TSR) Traditional Suburban Residential

Planning Comments: The subdivision property is within a single-family residential phase of The Lamar, a multi-phased Traditional Neighborhood Development that is located west of N. Lamar Boulevard, east of Chickasaw Road, and south of Molly Barr Road.

The Lamar, Ph. 2 received preliminary plat approval in October 2017 (Case #2234) and final plat approval in April 2018 (Case #2292). The Lamar Phase 2 Lot 1 was amended in September 2020 (Case #2657).

Lot 8 was initially platted with the intent of having "townhouse" style condominiums. The applicant is returning with a concept for fourteen (14) "small houses," detached residential on fee simple lots. Each of the lots will load from the two private alleys to the north and south of the lots. These alleys will require naming for the purposes of addressing and E-911 purposes. The applicant has indicated that they will be constructing garages for each of these units that will provide two parking spaces in the garage.

This site has already been mass graded and this phase did not require tree mitigation. The Land Development Code has been amended since Phase 2 was initially platted and future phases of TND developments now require tree mitigation as needed. The landscape plan remains the same from previous iterations of Phase 2 for frontage trees. These frontage trees will be required to be on private property and not within the City right-of-way.

Engineering Comments:

Water, Sewer and Other Utilities

The project will tie to water and sewer lines approved previously as part of Case #2292 the Lamar – Phase 2 final plat and Case #2318 for the townhomes. Because there is no ROW in front of houses, the City will require an easement for water lines and meters. The City does not agree to share the easement and dedicated space between the water main and the meters with longitudinal runs of utilities. The City will agree to allow other utilities to cross perpecular to the water main to provide service but will not agree to allow other utilities to run parallel with the main due to the difficulty in maintaining the service connections to each home and the likelihood of damage to the main or services. It is unclear how much space exists within the easement and the back of the water meter but a minimum of 3' will be required. The easement may need to be modified accordingly.

The easement will have to note that the City is not responsible for replacing the concrete pavement in the private alley in the event of a repair, maintenance or new water connection. The City will repair the alley in the same method and manner as City streets (crushed stone and asphalt).

Staff requests additional details on how all utilities will be installed relative to the water line. Staff is concerned that there is not adequate space available for all utilities necessary to serve the proposed subdivision. A construction detail showing the proposed location of all utilities within the space is included and it will be the developer's responsibility to ensure that utilities comply.

Staff is also concerned that porches, fences, or other encroachments may be built outside of the setback and within the easement area, making it difficult to maintain utilities. These should be clearly restricted for all utilities, but must not be permitted in areas of the water meters.

All sewer lines are privately owned and maintained within the Lot 8 Amended subdivision. An easement to the HOA or other responsible party for the sewer line must be provided on the plat. Staff is not sure that the proposed sewer line to serve individual houses is compliant with the building code, which staff believes requires each building to have an invididual connection. In this instance, 16 homes are connected to a private line that is located in the back yard of the homes. This proposal should be discussed with the Building Official to ensure compliance with

the Building Code prior to pursuing the final plat with the Board. The City will not maintain the sewer main due to its location so near the homes and in the backyards.

Traffic/Access

All of the lots will be accessed from Birdie Terrace and Jennie Avenue from two (2) shared, private drives (alleys). It is not clear how the maintenance responsibility of the drives (alleys) will be shared. Access easements must be provided as the drive is a part of each of the individual lots. There will be no access directly onto Birdie Terrace or Jennie Avenue and this should be noted on the plat. As stated in previous case reports regarding the Lamar Phase 2, parking is of particular interest given the narrower street types and smaller lot sizes. Any on-street parking on Birdie Terrace or Jennie Avenue will have to be planned with careful consideration for driveways, fire hydrants, crosswalks, and intersections to determine how many spaces are available for on-street parking. The parking shown on Birdie on the construction plans submitted with this lot amendment should <u>not</u> be considered final in any way. A plan showing the fire hydrants and the mail kiosk and required parking must be provided for approval. Consideration will be necessary to ensure that the USPS mail carrier has room to park while delivering mail to the kiosk(s) without blocking the street or drives. Yellow curb and no-parking signage will need to be installed before the City accepts the streets in areas not designated for on-street parking. Based on previous experience with on-street parking in residential neighborhoods, it is highly encouraged that the curbs be painted and signs installed before the sale of homes.

Sidewalks

There are existing sidewalks along Birdie Terrace and Jennie Avenue frontage. There will be no sidewalks along the frontage with the private drives (allies).

Stormwater Management

Stormwater management for the site will be accomplished using the stormwater management facilities originally approved as part of Case #2763 The Lamar Phase 4 preliminary plat.

Recommendation: Staff recommends approval of the amended final plat for 'The Lamar, Ph. 2 Lot 1' with the following conditions:

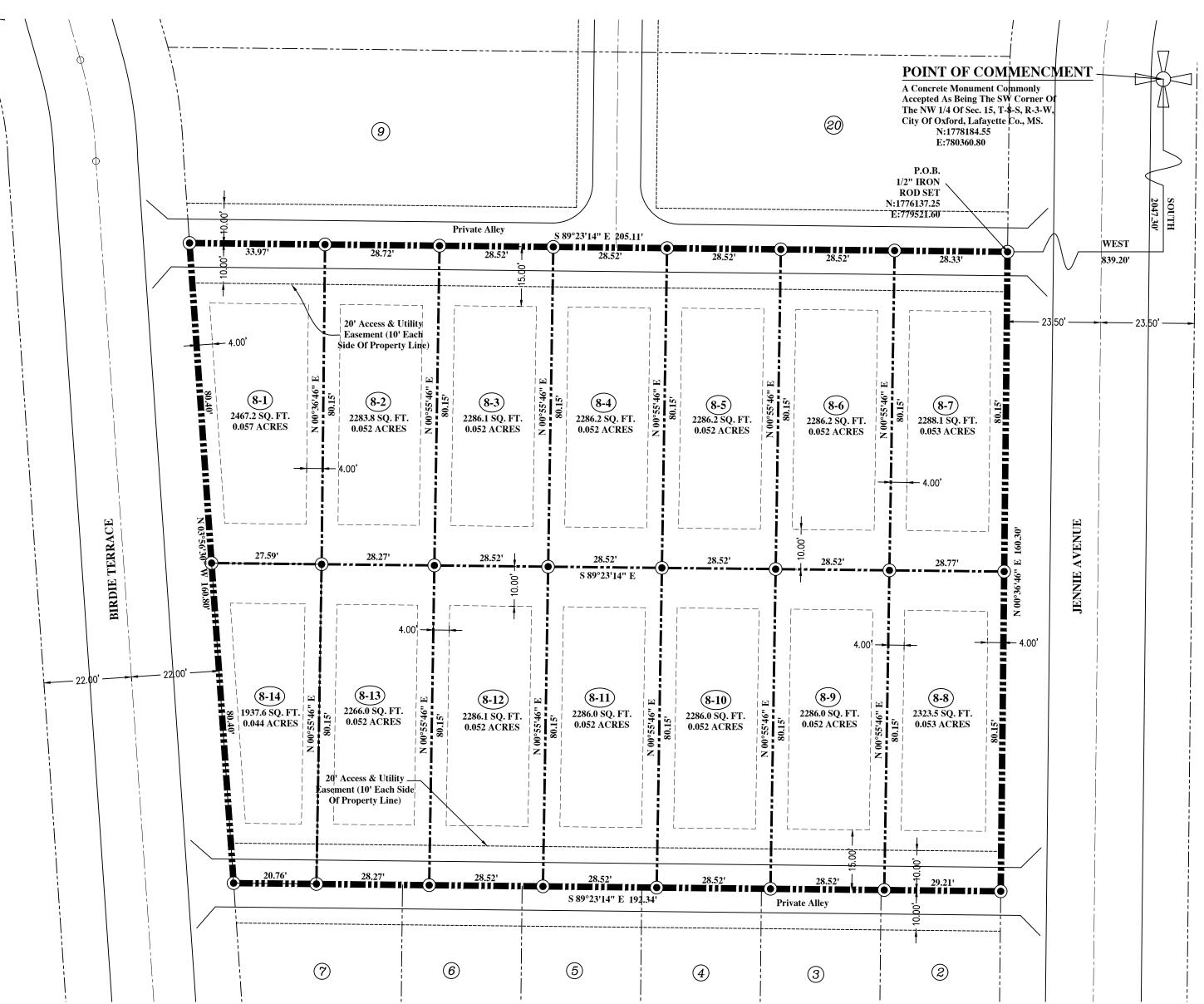
- 1. General Conditions:
 - a. Approval by the Mayor and Board of Aldermen.
 - b. Approval is for the plat as submitted, with any required modifications.
- 2. Frontage trees are required to be installed within private property and not within the City right-of-way. (Planning)
- 3. The two private alleys must be named on the plat. (Planning)

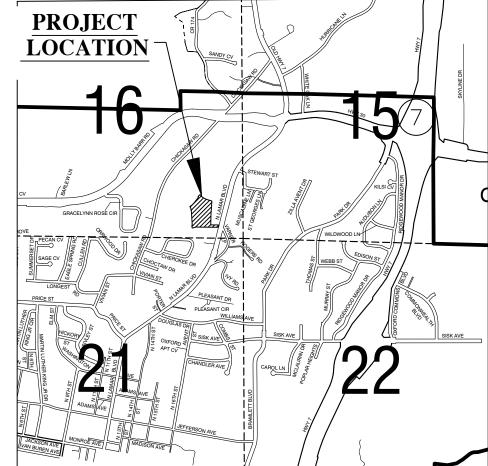
- 4. Prior to the Board hearing the case for the Final Plat, additional details regarding the easement for the water main and meters must be provided and approved. (Engineering)
- 5. An easement must be shown on the plat and provided to the City that clearly states that other utilities are not permitted to run parallel with the water main in the easement area and that provides the required area for maintenance of the main and the meter. (Engineering)
- 6. The plat must indicate maintenance responsibility for the private drives (alleys). (Engineering)
- 7. No certificate of occupancy shall be issued for the Lamar Phase 2 Lot 8 until the stormwater management facilities, approved as part of Case #2763 The Lamar Phase 4 preliminary plat, are constructed and operational. (Engineering)
- 8. Additional plans must be provided for staff review and approval regarding the placement of on-street parking. (Engineering)
- 9. The owner/developer must install yellow curb and no-parking signage in all areas not designated as on-street parking prior to the City taking acceptance of the street. (Engineering)
- 10. An easement to the HOA or other responsible party must be granted for maintenance of the private sewer line that serves each lot and shown on the plat. (Engineering)
- 11. Approval is contingent on the sewer plans being compliant with the adopted building code. (Engineering)

STORM-WATER DETENTION POND

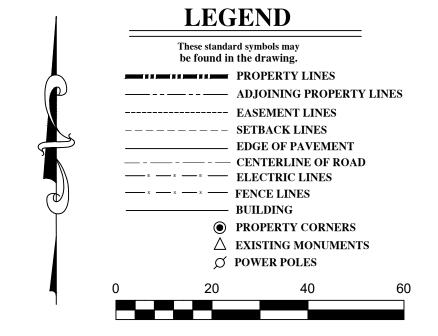
DECLARANT SHALL BE RESPONSIBLE FOR CONTINUED MAINTENANCE OF ALL COMMON AREAS, INCLUDING THE REGIONAL DETENTION POND, UNTIL SUCH A TIME THE PROPERTY IS TURNED OVER TO THE HOME OWNERS ASSOCIATION, AT THAT TIME THE HOME OWNERS ASSOCIATION SHALL ASSUME RESPONSIBILITY AND MAINTENANCE. THE REGIONAL DETENTION POND SHALL REMAIN AS PRIVATE PROPERTY, OWNED BY THE ASSOCIATION, MAINTENANCE, REPAIR, AND ALL LIABILITIES ASSOCIATED WITH THE REGIONAL DETENTION POND SHALL BE THE RESPONSIBILITY OF THE ASSOCIATION AND ITS SUCCESSORS. THE CITY OF OXFORD SHALL HAVE NO RESPONSIBILITY FOR MAINTENANCE, REPAIR, OR LIABILITIES ASSOCIATED WITH THE REGIONAL DETENTION POND. OWNER/DECLARANT SHALL PROVIDE THAT OBLIGATIONS ASSOCIATED WITH THE REGIONAL DETENTION POND BE TRANSFERRED TO ALL SUCCESSORS AND ASSIGNS OF PROPERTY, AND SHALL ACCEPT RESPONSIBILITY FOR INFORMING SUCH SUCCESSORS AND ASSIGNS OF SAID OBLIGATIONS. THE REGIONAL DETENTION POND SHALL REMAIN IN PLACE AS APPROVED AND AS-BUILT CERTIFIED IN PERPETUITY AND SHALL NOT BE ENCROACHED UPON FOR ANY REASON OR DEVELOPED FOR ANY OTHER USE WHICH WOULD LIMIT OR CAUSE TO LIMIT THE USE OF THE REGIONAL DETENTION

- IN THE EVENT THAT THE LAMAR HOMEOWNERS' ASSOCIATION, INC. IS DISSOLVED OR CEASES TO FUNCTION FOR ANY REASON, THE OWNERS OF ALL LOTS WITHIN ALL PHASES OF THE LAMAR SUBDIVISION SHALL BE JOINTLY RESPONSIBLE IN EQUAL SHARES FOR THE OWNERSHIP, MAINTENANCE, REPAIR, AND ALL LIABILITIES ASSOCIATED WITH THE REGIONAL DETENTION POND, TO THE SAME EXTENT THE LAMAR HOMEOWNERS' ASSOCIATION, INC. WAS SO RESPONSIBLE.
- ALL STORM DRAINAGE NOT LOCATED ON PUBLIC ROW SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION.
- THE DETENTION POND COMMON AREA PARCEL'S AD VALOREM TAX VALUE SHALL BE ASSESSED TO EACH LOT OWNER ON A PRORATED BASIS AS PART OF
- OWNERS OF ALL LOTS WITHIN ALL PHASES OF THE LAMAR SUBDIVISION SHALL HAVE AN EQUAL UNDIVIDED INTEREST IN THE COMMON AREA AS TENANTS IN COMMON AND SHALL SHARE EQUALLY IN THE MAINTENANCE, REPAIR, AND UPKEEP OF BOTH THE COMMON AREA AND LIMITED COMMON ELEMENT AREA.
- G. A LOT OWNER'S INTEREST IN THE COMMON AREA MAY NOT BE SEVERED FROM THE INTEREST IN THE LOT.





VICINITY MAP

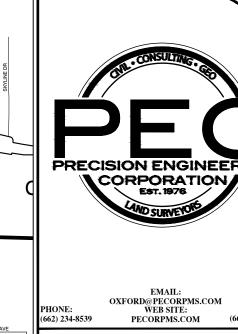


PLAT AND SURVEY NOTES:

- 1. THIS PROPERTY HAS A LAND USE CLASSIFICATION OF CLASS "B" AS DEFINED IN APPENDIX "A" AND THE BOUNDARY SURVEY MEETS THE MINIMUM QUALITY REQUIREMENTS FOR CONDITION "B" AS DEFINED IN APPENDIX"B" OF THE "MISSISSIPPI STANDARDS OF PRACTICE FOR SURVEYING"
- 2. ALL BEARINGS ARE BASED ON MISSISSIPPI EAST STATE PLANE COORDINATE SYSTEM GRID NORTH AS DETERMINED BY GPS OBSERVATIONS WITH A CONVERGENCE OF (-017'43") COUNTER CLOCKWISE. HORIZONTAL DATUM BASED ON PUBLISHED CONTROL STATIONS AS FOLLOWS:

DESIGNATION - FRENCH DESIGNATION - MOLLY PID AJ7821 PID - EG1752 NORTH - 1,785,757.98 NORTH - 1,777,871.80 EAST - 777,547.74 EAST - 783,111.99 HORZ ORDER- B HORZ ORDER- THIRD

- 3. DATE OF FIELD SURVEY: MAY, 2021.
- 4. THIS SURVEY IS SUBJECT TO ANY EASEMENTS RECORDED OR UNRECORDED, SHOWN OR NOT SHOWN ON THIS PLAT.
- 5. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE SEARCH.
- 6. SETBACKS ARE AS INDICATED ON THIS PLAT AND SHALL BE USED FOR UTILITIES AS SHOWN IN THE CONSTRUCTION PLANS.
- 7. ALL PROPERTY CORNER ARE 1/2" X 18" REBARS UNLESS NOTED OTHERWISE ON THE PLAT. 8. UTILITY AND STORM DRAIN INFRASTRUCTURE LOCATED WITHIN THE STREET RIGHT-OF-WAYS AND DEDICATED EASEMENTS SHALL BE
- PROPERTY OF THE CITY OF OXFORD, EXCEPT THE STORM DRAIN INFRASTRUCTURE WITHIN THE PRIVATE ALLEYS. 9. ANY UTILITY OR STORM DRAIN INFRASTRUCTURE LOCATED OUTSIDE OF THE STREET RIGHT-OF-WAY OR DEDICATED EASEMENTS SHALL BE
- PRIVATELY OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. 10. ADEQUATE PARKING SHALL BE REQUIRED FOR EACH LOT. THE HOME, GARAGE AND DRIVEWAY AREA SHALL BE ARRANGED SUCH THAT THE PARKING FOR THE INDIVIDUAL LOT SHALL MEET OR EXCEED THE
- CURRENT CITY OF OXFORD CODE OF ORDINANCES. 11. NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF A 100 YEAR FLOOD PLAIN AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S (FEMA) FLOOD INSURANCE RATE MAP NO. 28071C0144C. EFFECTIVE DATE NOVEMBER 26, 2010 FOR LAFAYETTE COUNTY, MISSISSIPPI, AND INCORPORATED AREAS.



(662) 234-8539		PECORPMS.CO	OM (662) 234-8639
		REVISIO	NS:
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DRAWN BY: 05-21-2021 J. ADAMS CHECKED BY: SCALE: DRAWING NO.

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PAGE NO.:

~DESCRIPTION OF PROPERTY~

The following description is based on the Mississippi East State Plane Coordinate System Grid North as determined by GPS observations with a Convergence of $(-0^{\circ}\ 22'\ 54")$ and a Scale Factor of 0.999997587 calculated at the Point of Commencement.

A fraction of land located in the Southeast Quarter of Section 16, Township 8 South, Range 3 West, in the City of Oxford, Lafayette County, Mississippi and containing 0.731 Acre. Said parcel being described in more detail as follows:

Commencing at an existing Concrete Monument commonly accepted as being the Southwest Corner of the Northwest Quarter of Section 15, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi, said point being further defined by Mississippi East State Plane Coordinates of N: 1,778,184.55 and E: 780,360.80:

Run thence due South a distance of 2047.30 Feet to a point; Thence Due West a distance of 839.20 Feet to a 1/2" iron rod set on the western right—of—way line of Jennie Avenue, said point hereinafter referred as the POINT OF BEGINNING and being further defined by Mississippi East State Plane Coordinates of N: 1,776,137.25 and E: 779,521.60;

From said Point of Beginning, Thence South 00 Degrees 36 Minutes 46 Seconds West along said Right—of—Way Line a distance of 160.30 Feet to a 1/2" iron rod set; Thence North 89 Degrees 23 Minutes 14 Seconds West along the Centerline of a Private Alley a distance of 192.34 Feet to a 1/2" iron rod set; Thence North 03 Degrees 56 Minutes 30 Seconds West along the Eastern Right—of—Way Line of Birdie Terrace a distance of 160.80 Feet to a 1/2" iron rod set; Thence South 89 Degrees 23 Minutes 14 Seconds East along the Centerline of a Private Alley a distance of 205.11 Feet back to the Point of Beginning.

CITY OF OXFORD STATE OF MISSISSIPPI

Approved and recommended for acceptance by the CITY OF OXFORD PLANNING COMMISSION, this the ____ day of _____, 20___.

BRIAN HYNEMAN, CHAIRMAN CITY OF OXFORD PLANNING COMMISSION

CITY OF OXFORD COUNTY OF LAFAYETTE STATE OF MISSISSIPPI

Approved and recommended for acceptance by the City of Oxford, Board of Aldermen, this the ____ day of _____, 20___.

ROBYN TANNEHILL MAYOR, CITY OF OXFORD

SURVEYOR'S CERTIFICATE

I certify that the within plat of THE LAMAR SUBDIVISION, PHASE 2, LOT 8 AMENDED in Lafayette County, Mississippi, is a true and correct representation of said subdivision and that I signed and delivered it as my own act and deed.

Witness my hand and signature this the _____ day of _____, 20___.

JONATHAN E. ADAMS MISSISSIPPI PS. #2879

ENGINEER'S CERTIFICATE

I certify that THE LAMAR SUBDIVISION, PHASE 2, LOT 8, AMENDED, is in conformance with the design requirements of the subdivision regulations and specific conditions imposed on this development, and takes into account all applicable federal, state and local laws and regulations.

Witness my hand and signature this the _____ day of _____, 20____.

MICHAEL SHANE CARDWELL MISSISSIPPI PE #20243

CITY ENGINEER'S CERTIFICATE

I certify that UPDRAFT INVESTMENTS, LLC has complied with one of the following alternatives for THE LAMAR SUBDIVISION, PHASE 2, LOT 8, AMENDED:

- 1. All improvements have been installed by the sub—divider in accordance with the requirements of these regulations and with the action of the Board of Aldermen, giving approval of the preliminary plat, and accepting maintenance of utilities and streets.
- 2. A bond, certified check or irrevocable letter of credit has been posted by the sub-divider which is available to the city in a sufficient amount to ensure completion of all required improvements,

As of this the _____, 20____.

REANNA MAYORAL, PE CITY ENGINEER, CITY OF OXFORD

RESTRICTIVE COVENANTS

Recorded in Instrument number_____, of the Land Records in the Chancery Clerk's Office of Lafayette County, Mississippi.

OWNER'S CERTIFICATE

I, MAC MONTEITH, as Manager of UPDRAFT INVESTMENTS, LLC, and as owners of the tract of land herein described, certify that we did cause said land to be subdivided and platted, as shown on the attached plat of THE LAMAR SUBDIVISION, PHASE 2, LOT 8 AMENDED, and the streets are dedicated to the use of the public forever. Streets are hereby dedicated to the use by the public and/or private utility companies which serve this subdivision, subject to the regulations of and approval by the Board of Alderman of Oxford, Mississippi. Utility easements are also dedicated to the public and/or private utility companies which serve this subdivision. Such subdivision and dedication is the owner's own act and deed of their own free will.

Witness my hand and signature this the _____ day of _____, 20___.

MAC MONTEITH, MANAGER UPDRAFT INVESTMENTS, LLC P. O. BOX 2701 OXFORD, MS 38655

STATE OF MISSISSIPPI COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the state and county aforesaid, the within named MAC MONTEITH, in the capacity as MANAGER of UPDRAFT INVESTMENTS, LLC, a Mississippi limited liability company, who acknowledged the he executed and delivered the above and foregoing OWNER'S CERTIFICATE, on behalf of said limited liability company, on the date and in the year therein mentioned, for the consideration therein recited, first being authorized so to do.

Witness	my	hand	and	official	seal	this	the	 day	of	 ,
20	•							•		

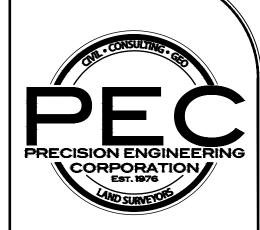
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STATE OF MISSISSIPPI COUNTY OF LAFAYETTE

I, Sherry Wall, CHANCERY CLERK in and for said county and state, hereby certify that this instrument was filed for record in my office at ____ o'clock on the ____ day of ______, 20___, and was duly recorded in Plat Cabinet ___, Slide ___.

Witness my hand and official seal this the ____ day of ____, 20___.

SHERRY WALL CHANCERY CLERK



EMAIL:
OXFORD@PECORPMS.COM
: WEB SITE:
-8539 PECORPMS.COM (662

(662) 234-8539		PECORPMS.COM	(662) 234-8639
		REVISION	IS:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
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CERTIFICATE SHEET FOR THE LAMAR - PHASE 2 LOT 8 AMENDED IN THE SE 1/4 OF SEC. 16, T-8-S, R-3-W, CITY OXFORD, LAFAYETTE CO., MS

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CONSTRUCTION PLANS FOR LOT 8 - PLAT AMENDMENT THE LAMAR - PHASE 2

PROJECT LOCATION



VICINITY MAP N.T.S.

OXFORD, LAFAYETTE COUNTY, MISSISSIPPI



CONSULTING ENGINEER:

PRECISION ENGINEERING CORPORATION
276 COUNTY ROAD 101
OXFORD, MS 38655
(662) 234-8539

JULY 30, 2021 (PERMIT SET)

OWNER/DEVELOPER:

UPDRAFT INVESTMENTS, LLC P.O. BOX 2701 OXFORD, MS 38655

INDEX OF SHEETS:

C101 EXISTING CONDITIONS & AERIAL

C102 SITE PLAN

C103 GRADING & DRAINAGE PLAN

C104 UTILITY PLAN

C105 COMPLETE STREETS PLAN

C501 DETAILS

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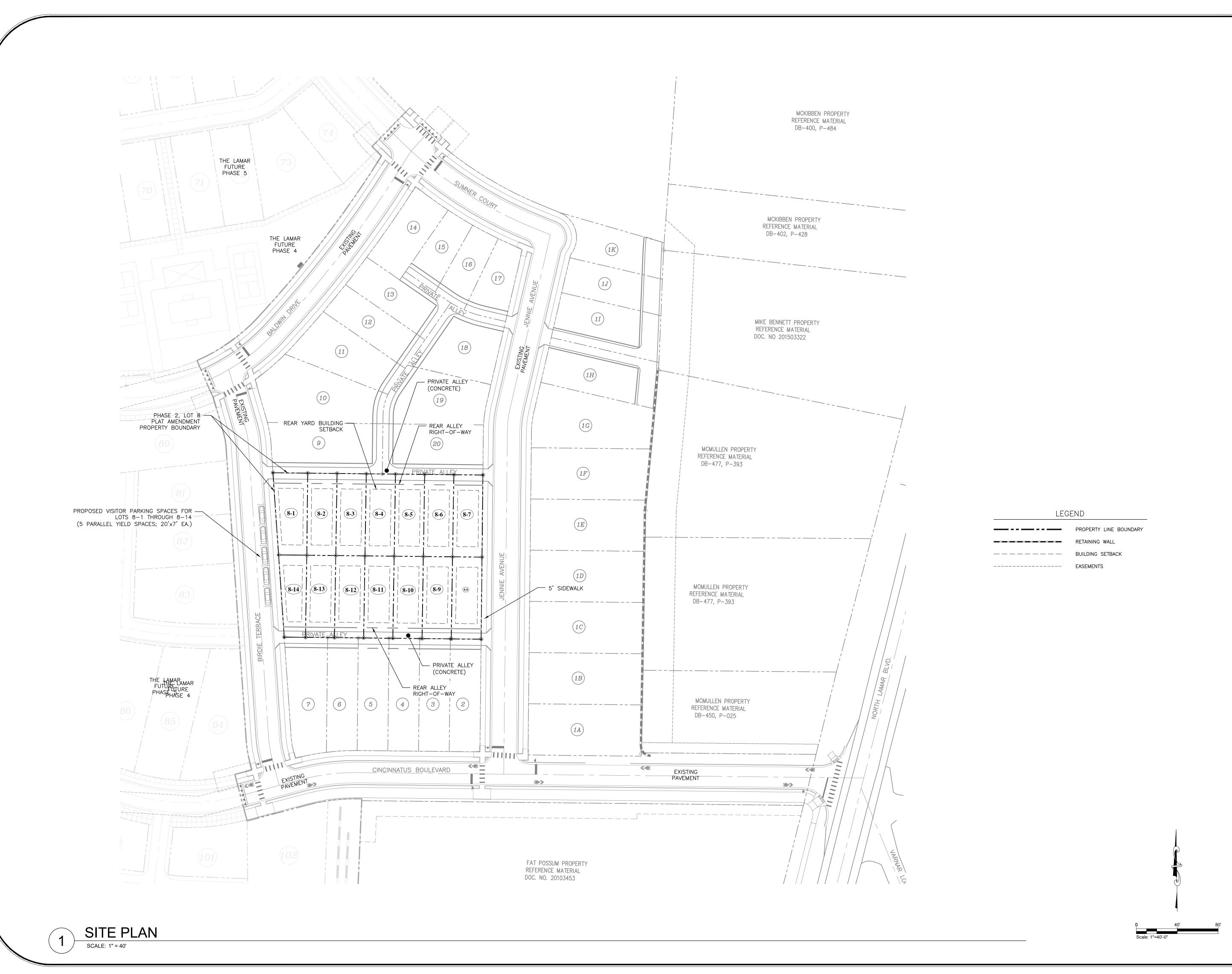
LEGEND PROPERTY LINE BOUNDARY RETAINING WALL ---- BUILDING SETBACK ---- EASEMENTS

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PRECISION ENGINEERING
CORPORATION
EST. 1976

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LEGEND PROPOSED SANITARY SEWER LINE EXISTING SANITARY SEWER LINE PROPOSED WATER LINE EXISTING WATER LINE ---- PROPOSED STORM — — — — — PROPOSED UTILITY EASEMENT GATE VALVE FIRE HYDRANT WATER METER

DEMOLITION NOTES

NO SUBSTANTIAL EARTHWORK IS ANTICIPATED FOR PURPOSES OF THIS PLAT AMENDMENT. THERE WILL BE SOME MISCELLANEOUS UTILITY WORK TO BE DONE AND SITE-SHAPING ASSOCIATED WITH THOSE EFFORTS, BUT EACH INDIVIDUAL LOT WILL BE GRADED TO FIT THE CUSTOM HOUSES THAT WILL BE BUILT.

PRECISION ENGINEERING

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9. THE CONTRACTOR SHALL PRESERVE AND PROTECT SURVEY CONTROL POINTS AND SHALL BE RESPONSIBLE FOR REPLACEMENT OF ANY DISTRUBED CONTROL POINTS. 10. NO UTILITY OR STORM SEWER LINES SHALL BE DEMOLISHED UNTIL THE NEW LINES HAVE BEEN INSTALLED

8. THE CONTRACTOR IS RESPONSIBLE FOR ALL DEMOLITION AND REMOVAL NECESSARY TO ACCOMPLISH THE

1. ALL MATERIALS BEING REMOVED AND NOT RELOCATED UNDER THE NEW CONSTRUCTION, INCLUDING TREES AND SHRUBS, SIGNS, UTILITY STRUCTURES, ARTIFACTS, ETC., SHALL BE FIRST OFFERED TO THE OWNER'S

REPRESENTATIVE AND IF NOT ACCEPTED SHALL THEN BE PROPERLY DISPOSED OF BY THE CONTRACTOR.

TO PROTECT UTILITIES THAT ARE TO REMAIN. REPAIR ANY DAMAGE ACCORDING TO LOCAL STANDARDS AND

2. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL CHARTED AND UNCHARTED UTILITIES. TAKE CARE

AT THE CONTRACTOR'S EXPENSE. COORDINATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY

3. THE CONTRACTOR SHALL VERIFY THE LIMITS OF DEMOLITION WITH THE OWNER'S REPRESENTATIVE PRIOR

4. IN AREAS WHERE EXISTING PAVEMENT, WALKS, OR CURBS ARE TO BE REMOVED, SAW CUT TO PROVIDE A

5. CONTRACTOR SHALL COORDINATE PHASING OF THE DEMOLITION WITH THE OWNER'S REPRESENTATIVE AND THE CITY OF OXFORD PRIOR TO BEGINNING WORK. DISRUPTION OF EXISTING UTILITY SERVICES AND

CLEAN EDGE. COORDINATE EXTENT OF PAVEMENT DEMOLITION WITH THE LIMIT OF NEW IMPROVEMENTS ON

TRAFFIC PATTERNS SHALL BE MINIMIZED TO THE EXTENT POSSIBLE AND INITIATED ONLY AFTER APPROVAL

6. CAVITIES LEFT BY STRUCTURE REMOVAL SHALL BE SUITABLY BACKFILLED AND COMPACTED IN ACCORDANCE

7. THE CONTRACTOR SHALL USE WATER SPRINKLING AND OTHER SUITABLE METHODS AS NECESSARY TO

- AND ARE PLACED INTO OPERATION. 11. THE CONTRACTOR SHALL INCORPORATE INTO HIS WORK ANY ISOLATION VALVES OR TEMPORARY PLUGS
- REQUIRED TO CONSTRUCT NEW UTILITY LINES AND DEMOLISH EXISTING UTILITY LINES.

EROSION PREVENTION AND SEDIMENT CONTROL NOTES

TO COMMENCEMENT OF WORK.

THE SITE LAYOUT PLAN & UTILITY PLAN.

WITH THESE PLANS AND SPECIFICATIONS.

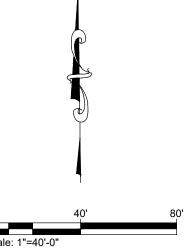
BY THE CITY OF OXFORD AND THE UTILITY COMPANIES.

PROPOSED IMPROVEMENT SHOWN ON THESE PLANS.

CONTROL DUST AND DIRT CAUSED BY THE DEMOLITION WORK.

- THE CONSTRUCTION-PHASE EROSION PREVENTION CONTROLS SHALL BE IMPLEMENTED TO MINIMIZE THE DISLODGING AND SUSPENSION OF SOIL IN WATER. SEDIMENT CONTROLS SHALL BE IMPLEMENTED TO RETAIN MOBILIZED SEDIMENT ON SITE.
- 2. ALL CONTROL MEASURES MUST BE PROPERLY SELECTED, INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS (WHERE APPLICABLE) AND GOOD ENGINEERING PRACTICES. ALL CONTROL MEASURES SELECTED MUST BE ABLE TO SLOW RUNOFF SO THAT RILL AND GULLY FORMATION IS PREVENTED. WHEN STEEP SLOPES AND/OR FINE PARTICLE SOILS ARE PRESENT AT THE SITE, ADDITIONAL PHYSICAL OR CHEMICAL TREATMENT OF STORM WATER RUNOFF MAY BE REQUIRED. IF PERIODIC INSPECTIONS OR OTHER INFORMATION INDICATES A CONTROL HAS BEEN USED INAPPROPRIATELY OR INCORRECTLY, THE CONTRACTOR MUST REPLACE OR MODIFY THE CONTROL FOR RELEVANT SITE
- 3. IF PERMANENT OR TEMPORARY VEGETATION IS TO BE USED AS A CONTROL MEASURE, THEN THE CONTRACTOR SHALL ADHERE TO THE TIMING OF THE PLANTING DISCUSSED IN THE SWPPP. DELAY IN PLANTING COVER VEGETATION UNTIL WINTER MONTHS OR DRY MONTHS SHOULD BE AVOIDED, IF POSSIBLE.
- 4. IF SEDIMENT ESCAPES THE CONSTRUCTION SITE, OFF-SITE ACCUMULATIONS OF SEDIMENT THAT HAVE NOT REACHED A STREAM MUST BE REMOVED AT A FREQUENCY SUFFICIENT TO MINIMIZE OFFSITE IMPACTS (i.e., FUGITIVE SEDIMENT THAT HAS ESCAPED THE CONSTRUCTION SITE AND HAS COLLECTED IN A STREET MUST BE REMOVED SO THAT IT IS NOT SUBSEQUENTLY WASHED INTO STORM SEWERS AND STREAMS BY THE NEXT RAIN AND/OR SO THAT IT DOES NOT POSE A SAFETY HAZARD TO USERS OF PUBLIC STREETS). THE CONTRACTOR SHALL NOT INITIATE REMEDIATION/RESTORATION OF A STREAM WITHOUT CONSULTING THE MISSISSIPPI DEQ FIRST. THE NPDES STORM WATER CONSTRUCTION PERMIT DOES NOT AUTHORIZE ACCESS TO PRIVATE PROPERTY. ARRANGEMENTS CONCERNING REMOVAL OF SEDIMENT ON ADJOINING PROPERTY MUST BE SETTLED BY THE CONTRACTOR WITH THE ADJOINING LANDOWNER.
- 5. SEDIMENT SHOULD BE REMOVED FROM SEDIMENT TRAPS, SILT FENCES, SEDIMENTATION PONDS AND OTHER SEDIMENT CONTROLS AS NECESSARY AND MUST BE REMOVED WHEN DESIGN CAPACITY HAS BEEN
- 6. LITTER, CONSTRUCTION DEBRIS AND CONSTRUCTION CHEMICALS EXPOSED TO STORM WATER SHALL BE PICKED UP PRIOR TO ANTICIPATED STORM EVENTS OR BEFORE BEING CARRIED OFF OF THE SITE BY WIND (E.G. FORECASTED BY LOCAL WEATHER REPORTS), OR OTHERWISE PREVENTED FROM BECOMING A POLLUTANT SOURCE FOR STORM WATER DISCHARGES (i.e., SCREENING OUTFALLS, DAILY PICK-UP, ETC.) AFTER USE, MATERIALS USED FOR EROSION PREVENTION AND SEDIMENT CONTROL SHOULD BE REMOVED OR OTHERWISE PREVENTED FROM BECOMING A POLLUTANT SOURCE FOR STORM WATER DISCHARGES.
- 7. OFFSITE ERODIBLE MATERIAL STORAGE AREAS (ALSO INCLUDING OVERBURDEN AND STOCKPILES OF DIRT, ETC.) ARE CONSIDERED A PART OF THE PROJECT AND SHALL ADHERE TO THE PROVISIONS OF THE 8. PRE-CONSTRUCTION VEGETATIVE GROUND COVER SHALL NOT BE DESTROYED, REMOVED OR DISTURBED
- MORE THAN 10 DAYS PRIOR TO GRADING OR EARTH MOVING UNLESS THE AREA IS SEEDED AND/OR MULCHED OR OTHER TEMPORARY COVER IS INSTALLED. 9. CLEARING AND GRUBBING MUST BE HELD TO THE MINIMUM NECESSARY FOR GRADING AND EQUIPMENT
- 10. CONSTRUCTION MUST BE SEQUENCED TO MINIMIZE THE EXPOSURE TIME OF GRADED OR DENUDED AREAS. 11. EROSION PREVENTION AND SEDIMENT CONTROL MEASURES MUST BE IN PLACE AND FUNCTIONAL BEFORE EARTH MOVING OPERATIONS BEGIN AND MUST BE CONSTRUCTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. TEMPORARY MEASURES MAY BE REMOVED AT THE BEGINNING OF THE WORKDAY BUT MUST BE REPLACED AT THE END OF WORKDAY.
- 12. THE CONTRACTOR SHALL MAINTAIN A RAIN GAUGE AND DAILY RAINFALL RECORDS AT THE SITE OR USE A REFERENCE SITE FOR A RECORD OF DAILY AMOUNT OF PRECIPITATION.

ALL DISTURBED AREAS SHALL IMMEDIATELY SEEDED AND MULCHED OR SODDED ONCE FINAL GRADE IS ACHIEVED.



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SITE GRADING NOTES

- 1. THE DISTURBED AREA FOR THIS PROJECT IS 0.7 ACRE TOTAL.
- 2. THIS PROPERTY IS LOCATED IN ZONE "X" (AREA OF MINIMAL FLOOD HAZARD), ACCORDING TO NFIP FLOOD INSURANCE RATE MAP NUMBER 28071C0257C, LAFAYETTE COUNTY, MISSISSIPPI, HAVING AN EFFECTIVE DATE OF NOVEMBER 26, 2010.

FIRE DEPARTMENT CONNECTION

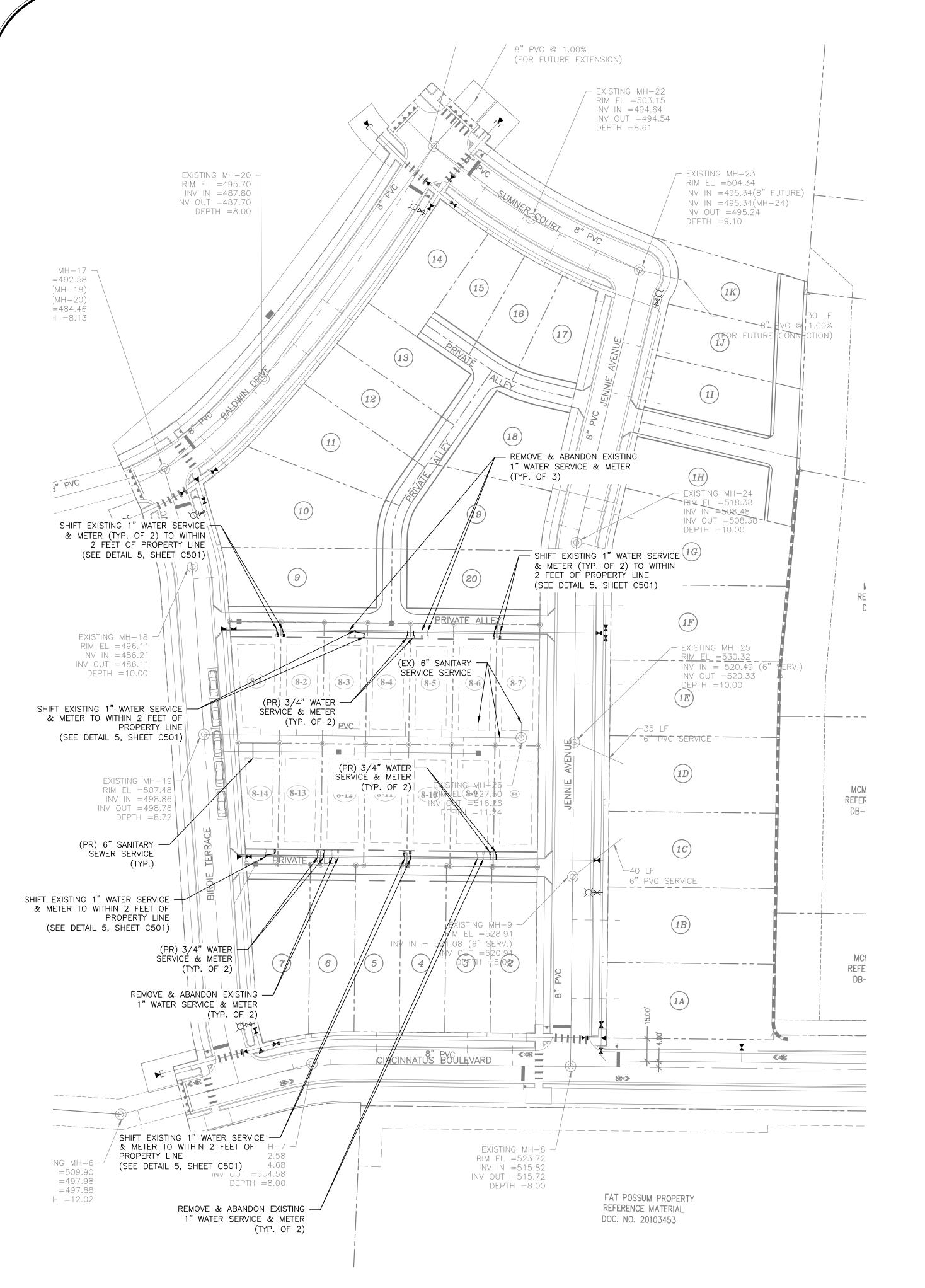
- 3. CONSTRUCT SILT BARRIERS BEFORE GRADING OPERATIONS.
- 4. MULCH AND SEED ALL DISTURBED AREAS AS SOON AS POSSIBLE AFTER FINAL GRADING IS COMPLETED, UNLESS OTHERWISE INDICATED. CONTRACTOR SHALL TAKE WHATEVER MEANS NECESSARY TO ESTABLISH
- 5. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES. TAKE CARE TO PROTECT UTILITIES THAT ARE TO REMAIN. DAMAGE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE REPAIRED IN ACCORDANCE WITH LOCAL STANDARDS AND SHALL BE DONE AT THE CONTRACTOR'S EXPENSE. COORDINATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY.
- 6. PROVIDE TEMPORARY CONSTRUCTION ACCESSES AT THE POINTS WHERE CONSTRUCTION VEHICLES EXIT THE CONSTRUCTION AREA. MAINTAIN PUBLIC ROADWAYS FREE OF TRACKED MUD AND DIRT.
- 7. THE CONTRACTOR SHALL CHECK ALL EXISTING GRADES AND DIMENSIONS IN THE FIELD PRIOR TO
- BEGINNING WORK AND REPORT ANY DISCREPANCIES TO THE ENGINEER. 8. THE CONTRACTOR SHALL ADJUST THE CASTINGS OF ALL NEW AND EXISTING STRUCTURES TO MATCH
- PROPOSED FINISH GRADES. 9. THE CONTRACTOR SHALL COMPLY WITH ALL PERTINENT PROVISIONS OF THE MANUAL OF ACCIDENT PREVENTION AND CONSTRUCTION ISSED BY AGC OF AMERICA, INC. AND THE SAFETY AND HEALTH
- REGULATIONS OF CONSTRUCTION ISSUED BY THE U.S. DEPARTMENT OF LABOR. 10. PROPOSED CONTOUR LINES AND SPOT ELEVATIONS ARE THE RESULT OF AN ENGINEERED GRADING DESIGN AND REFLECT A PLANNED INTENT WITH REGARD TO DRAINAGE AND MOVEMENT OF MATERIALS. SHOULD THE CONTRACTOR HAVE ANY QUESTION OF THE INTENT OR ANY PROBLEM WITH THE CONTINUITY OF
- GRADES, THE ENGINEER SHALL BE CONTACTED IMMEDIATELY. 11. ALL CUT AND FILL SLOPES SHALL BE 3 HORIZONTAL TO 1 VERTICAL OR FLATTER UNLESS OTHERWISE INDICATED ON THE PLANS.
- 12. MINIMUM GRADE ON ASPHALT PAVING SHALL BE 1.0% AND 0.50% FOR CONCRETE SURFACES UNLESS OTHERWISE NOTED. THE MAXIMUM GRADES WITHIN ACCESSIBLE SPACES SHALL BE 2% IN ANY DIRECTION.
- 13. CONTRACTOR SHALL CONFORM TO ALL APPLICABLE CODES AND OBTAIN APPROVAL AS NECESSARY BEFORE BEGINNING CONSTRUCTION.
- 14. ALL EARTHWORK. INCLUDING THE EXCAVATED SUBGRADE AND EACH LAYER OF FILL. SHALL BE MONITORED AND APPROVED BY A QUALIFIED GEOTECHNICAL ENGINEER, OR HIS REPRESENTATIVE.
- 15. IF ANY SPRINGS OR UNDERGROUND STREAMS ARE EXPOSED DURING CONSTRUCTION PERMANENT FRENCH DRAINS MAY BE REQUIRED. THE DRAINS SHALL BE SPECIFIED AND LOCATED DURING CONSTRUCTION AS REQUIRED BY THE CONDITIONS WHICH ARE ENCOUNTERED, AND SHALL BE APPROVED BY THE ENGINEER.
- 16. THIS GRADING & DRAINAGE PLAN IN NOT A DETERMINATION OR GUARANTEE OF THE SUITABILITY OF THE SUBSURFACE CONDITIONS FOR THE WORK INDICATED. DETERMINATION OF THE SUBSURFACE CONDITIONS FOR THE WORK INDICATED IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR. 17. THE CONTRACTOR SHALL TAKE SPECIAL CARE TO COMPACT FILL SUFFICIENTLY AROUND AND OVER ALL
- PIPES, STRUCTURES, VALVE STEMS, ETC. INSIDE THE PROPOSED PAVED AREAS TO AVOID SETTLEMENT. ANY SETTLEMENT DURING THE WARRANTY PERIOD SHALL BE RESTORED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. 18. IN NO CASE SHALL SLOPE, HEIGHT, SLOPE INCLINATION, OR EXCAVATION DEPTH, INCLUDING TRENCH
- CONSTRUCTION, EXCEED THOSE SPECIFIED IN LOCAL, STATE AND FEDERAL REGULATIONS. SPECIFICALLY THE CURRENT OSHA HEALTH AND SAFETY STANDARDS FOR EXCAVATIONS (29 CRF PART 1926) SHALL BE
- 19. DO NOT DISTURB VEGETATION OR REMOVE TREES EXCEPT WHEN NECESSARY FOR GRADING PURPOSES. 20. STRIP TOPSOIL FROM ALL CUT AND FILL AREAS AND STOCKPILE. UPON COMPLETION OF GENERAL GRADING, COVER ALL DISTURBED AREAS TO A MINIMUM DEPTH OF 6 INCHES. CONTRACTOR SHALL SUPPLY ADDITIONAL TOP SOIL IF SUFFICIENT QUANTITIES DO NOT EXIST ONSITE.
- 21. TOP OF GRATE ELEVATIONS AND LOCATION OR COORDINATES FOR DRAINAGE STRUCTURES SHALL BE AS SHOWN ON THE PLANS, UNLESS NOTED OTHERWISE. THE GRATES SHALL SLOPE LONGITUDINALLY WITH THE PAVEMENT GRADES.

22. ALL DRAINAGE CONSTRUCTION MATERIALS AND INSTALLATION SHALL CONFORM TO THE REQUIREMENTS AND

SPECIFICATIONS OF THE CITY OF OXFORD. 23. POSITIVE DRAINAGE SHALL BE ESTABILISHED AS THE FIRST ORDER OF WORK AND SHALL BE MAINTAINED AT ALL TIMES DURING AND AFTER CONSTRUCTION. SOIL SOFTENED BY PERCHED WATER IN FOUNDATION OR PAVEMENT AREAS MUST BE UNDERCUT AND REPLACED WITH SUITABLE FILL MATERIALS APPROVED BY THE GEOTECHNICAL ENGINEER. GROUNDWATER INFILTRATIONS INTO EXCAVATIONS SHALL BE EXPECTED,

AND THE WATER SHALL BE REMOVED USING GRAVITY DRAINAGE OR PUMPING.

- 24. FILL SLOPES 3:1 AND GREATER SHALL BE PLACED AND COMPACTED 5' BEYOND PROPOSED LIMITS AND THEN EXCAVATED BACK TO THE PROPOSED LOCATION.
- 25. THE CONTRACTOR SHALL PROVIDE AN AS-BUILT SURVEY STAMPED BY A LICENSED SURVEYOR IN THE SAME STATE OF THE PROJECT OF ALL PUBLIC STORM SYSTEMS AND ONSITE DETENTION PONDS AND WATER QUALITY MEASURES VERIFYING COMPLIANCE WITH DESIGN DOCUMENTS.
- 26. ALL FILL MATERIAL SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT. THIS MATERIAL SHALL BE PLACED IN LIFTS DIRECTED BY THE GEOTECHNICAL ENGINEER AND COMPACTED AS SPECIFIED BY THE GEOTECHNICAL ENGINEER. 27. THE LOCATION OF ALL DIVERSION SWALES AND DITCHES SHALL BE FIELD ADJUSTED TO AVOID TREES AS
- POSSIBLE. THE CONTRACTOR SHALL WALK THE ALIGNMENT OF THESE SWALES AND DITCHES IN THE FIELD TO VERIFY AVOIDANCE OF TREES. 28. SEDIMENT REMOVED FROM SEDIMENT CONTROL STRUCTURES IS TO BE PLACED AT A SITE APPROVED BY
- THE LOCAL JURISDICITION. IT SHALL BE TREATED IN A MANNER SO THAT THE AREA AROUND THE DISPOSAL SITE WILL NOT BE CONTAMINATED OR DAMAGED BY THE PLACEMENT OF SUCH MATERIAL. COST FOR THIS TREATMENT IS TO BE INCLUDED IN BID PRICE FOR EARTHWORK. THE CONTRACTOR SHALL MAINTAIN THE DISPOSAL SITE AS PART OF THIS WORK.
- 29. STOCKPILED TOPSOIL OR FILL MATERIAL IS TO BE TREATED SO THE SEDIMENT RUN-OFF WILL NOT CONTAMINATE SURROUNDING AREAS OR ENTER NEARBY STREAMS.
- 30. ANY SITE USED FOR DISPOSAL AND/OR STOCKPILE OF ANY MATERIAL SHALL BE PROPERLY PERMITTED FOR SUCH ACTIVITY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SEE THAT ALL REQUIRED PERMITS ARE SECURED FOR EACH PROPERTY UTILIZED. A COPY OF THE APPROVED PERMIT MUST BE PROVIDED TO THE INSPECTOR PRIOR TO COMMENCEMENT OF WORK ON ANY PROPERTY. FAILURE TO DO SO MAY RESULT IN THE CONTRACTOR REMOVING ANY ILLEGALLY PLACED MATERIAL AT HIS OWN EXPENSE.
- 31. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO WASTE EXCESS EARTH MATERIAL OFF SITE AT NO ADDITIONAL COST TO THE OWNER. THE CONTRACTOR SHALL FIRST OFFER THE EXCESS MATERIAL TO THE OWNER. IF NOT ACCEPTED BY THE OWNER, THE CONTRACTOR SHALL DISPOSE OFF SITE. IT SHALL ALSO BE THE CONTRACTOR'S RESPONSIBILITY TO IMPORT SUITABLE MATERIAL (AT NO ADDITIONAL COST TO THE OWNER) FOR EARTHWORK OPERATIONS IF SUFFICIENT AMOUNTS OF EARTH MATERIAL ARE NOT AVAILABLE



PROPOSED SANITARY SEWER LINE

PROPOSED WATER LINE

PROPOSED WATER LINE

EXISTING WATER LINE

PROPOSED STORM

PROPOSED UTILITY EASEMENT

GATE VALVE

FIRE HYDRANT

WATER METER

WATER UTILITY NOTES

FIRE DEPARTMENT CONNECTION

- 1. ALL WATER MAINS SHALL BE OF 8" DUCTILE IRON PIPE (D.I.P.) UNLESS OTHERWISE NOTED. ALL FIRE HYDRANT FEEDS SHALL BE 6" D.I.P UNLESS OTHERWISE NOTED. DUCTILE IRON PIPE (D.I.P.) SHALL BE CL 350.
- 2. ALL WATER LINES AND APPURTENANCES SHALL BE OF MATERIALS AND CONSTRUCTION THAT CONFORM TO THE CITY OF OXFORD STANDARDS AND SPECIFICATIONS.

 3. PROVIDE A MINIMUM OF 36" OF COVER OVER ALL WATER LINES.
- 3. PROVIDE A MINIMUM OF 36" OF COVER OVER ALL WATER LINES.
 4. THE CONTRACTOR SHALL MAINTAIN 10 FEET HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND WATER LINES. WHERE THESE
- CRITERIA CANNOT BE MET, THE CONTRACTOR SHALL MAINTAIN 18" VERTICAL SEPARATION BETWEEN WATER AND SEWER LINES.

 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE SEQUENCING OF CONSTRUCTION FOR ALL UTILITY LINES SO THAT WATER LINES DO NOT CONFLICT WITH SANITARY SEWERS, SANITARY SEWER SERVICES, STORM SEWERS, OR ANY OTHER UTILITY OR STRUCTURES, EXISTING OR
- PROPOSED.
 6. THE LOCATION OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL NOTIFY EACH INDIVIDUAL
 UTILITY OWNER OF HIS PLAN OF OPERATION IN THE AREA OF THE UTILITIES. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL CONTACT
 THE UTILITY OWNERS AND REQUEST THEM TO PROPERLY LOCATE THEIR RESPECTIVE UTILITY ON THE GROUND. THIS NOTIFICATION SHALL BE GIVEN
- THE UTILITY OWNERS AND REQUEST THEM TO PROPERLY LOCATE THEIR RESPECTIVE UTILITY ON THE GROUND. THIS NOTIFICATION SHALL BE GIVEN
 AT LEAST THREE (3) BUSINESS DAYS PRIOR TO COMMENCEMENT OF OPERATIONS AROUND THE UTILITY.

 7. BEFORE CONNECTIONS ARE MADE TO EXISTING UTILITIES, THE NEW LINES ARE TO BE FLUSHED AND TESTED BY THE CONTRACTOR IN ACCORDANCE
 WITH THE APPLICABLE UTILITY DEPARTMENT SPECIFICATIONS.
- 8. REPAIR ALL DAMAGE TO EXISTING FEATURES (I.E. DRIVES, ROADS, YARDS, LANDSCAPING, ETC...) TO PRE—CONSTRUCTION CONDITION.
 9. THE CONTRACTOR SHALL PROVIDE ALL HORIZONTAL AND VERTICAL BENDS TO ATTAIN THE ALIGNMENT INDICATED ON THE PLANS. PROVIDE
- VERTICAL BENDS WHERE NECESSARY TO ALLOW WATER LINES TO PASS UNDER OR OVER OTHER UTILITY LINES (ALL BENDS AND BRACES NEEDED MAY NOT BE ACTUALLY SHOWN). PROVIDE BRACING AND/OR RODDING AT ALL BENDS AND TEES AS REQUIRED BY WATER DEPARTMENT.
- 10. WATER METERS SHALL BE NO DEEPER THAN 24" FROM TOP OF METER TO PROPOSED FINISHED GRADE.
 11. THE CONTRACTOR SHALL VERIFY REQUIRED PIPE LENGTHS; EXISTING PIPE MATERIALS; AND EXISTING PIPE SIZES. REPORT DISCREPANCIES WITH
- THE PLANS TO THE ENGINEER IMMEDIATELY.

 12. REPAIR EXISTING PAVEMENT, CURBS, WALKS, LANDSCAPING, ETC. THAT ARE DAMAGED BY CONSTRUCTION ACTIVITIES TO A LIKE NEW CONDITION AT
- NO ADDITIONAL COST TO THE OWNER.

 13. WHERE DRAINAGE OR UTILITY LINES OCCUR IN PROPOSED FILL AREAS, THE FILL MATERIAL IS TO BE PLACED AND COMPACTED TO 95% OF
 MAXIMUM DRY DENSITY ACCORDING TO ASTM D2167-08 PRIOR TO INSTALLATION OF DRAINAGE OR UTILITY LINES. FILL IS TO BE INSPECTED BY
 A PROFESSIONAL GEOTECHNICAL ENGINEERING TESTING FIRM EMPLOYED BY THE OWNER. RESULTS OF THE TEST SHALL BE FURNISHED TO THE
- OWNER'S REPRESENTATIVE. CONTRACTOR TO PAY FOR ANY RETESTING.

 14. THE CONTRACTOR SHALL ADJUST THE ALIGNMENT OF THE WATER LINES (HORIZONTALLY AND/OR VERTICALLY) TO ALLOW THE REQUIRED BRACING
- AT BENDS AND TEES.

 15. EXISTING CASTINGS LOCATED IN FILL/CUT AREAS SHALL BE ADJUSTED TO ENSURE THAT THE TOP OF CASTING IS FLUSH WITH THE FINISHED
- GRADE.

 16. THE CONTRACTOR WILL PROVIDE ALL NECESSARY PROTECTIVE MEASURES TO SAFEGUARD EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION

 OF THIS PROJECT. IN THE EVENT THAT SPECIAL FOLIRMENT IS REQUIRED TO WORK OVER AND AROUND THE LITUITIES. THE CONTRACTOR WILL BE
- OF THIS PROJECT. IN THE EVENT THAT SPECIAL EQUIPMENT IS REQUIRED TO WORK OVER AND AROUND THE UTILITIES, THE CONTRACTOR WILL BE REQUIRED TO FURNISH SUCH EQUIPMENT AT NO ADDITIONAL COST TO THE OWNER.

 17. PRIOR TO SUBMITTING HIS BID, THE CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR CONTACTING OWNERS OF ALL AFFECTED UTILITIES IN ORDER
- TO DETERMINE THE EXTENT TO WHICH UTILITY RELOCATIONS AND/OR ADJUSTMENTS WILL HAVE UPON THE SCHEDULE OF WORK FOR THE PROJECT. WHILE SOME WORK MAY BE REQUIRED 'AROUND' UTILITY FACILITIES THAT WILL REMAIN IN PLACE, OTHER UTILITY FACILITIES MAY NEED TO BE ADJUSTED CONCURRENTLY WITH THE CONTRACTOR'S OPERATIONS.
- 18. FIRE HYDRANT ASSEMBLES INCLUDE THE APPROPRIATE SIZED TEE (WITH KICKER), 6" GATE VALVE (WITH VALVE BOX), AND FIRE HYDRANT (WITH KICKER). HYDRANTS SHALL BE INSTALLED AT LOCATIONS SHOWN ON THE PLANS.
- 16. CONTRÁCTOR SHALL MARK THE LOCATION OF NEW WATER LINES WITH #14 GAUGE TRACER WIRE (BLUE). TRACER WIRE INSTALLATION, PLACEMENT, SPLICING, AND ACCESS SHALL BE IN ACCORDANCE WITH THE CITY OF OXFORD STANDARD SPECIFICATIONS FOR CONSTRUCTION OF WATER AND SEWER FACILITIES.

SEWER UTILITY NOTES

- 1. THE SANITARY SEWER SHALL BE OF THE MATERIAL INDICATED ON THE PLAN. POLYVINYLCHLORIDE (PVC) SHALL BE (SDR26). DUCTILE IRON PIPE
- 2. ALL SANITARY SEVER LINES AND APPURTENANCES SHALL BE OF MATERIALS AND CONSTRUCTION THAT CONFORM TO THE CITY OF OXFORD STANDARDS
- 3. THE CONTRACTOR SHALL MAINTAIN 10 FEET HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND WATER LINES. WHERE THESE CRITERIA CANNOT BE MET, THE CONTRACTOR SHALL MAINTAIN 18" VERTICAL SEPARATION BETWEEN WATER AND SEWER LINES.
- 4. THE CONTRACTOR SHALL FIELD VERIFY THE EXACT HORIZONTAL AND VERTICAL LOCATION OF EXISTING MANHOLES OR SANITARY SEWER LINES AT THE POINT OF CONNECTION PRIOR TO THE COMMENCEMENT OF ORDERING MATERIALS OR CONSTRUCTION AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE SEQUENCING OF CONSTRUCTION FOR ALL UTILITY LINES SO THAT WATER LINES DO NOT CONFLICT WITH SANITARY SEWERS, SANITARY SEWER SERVICES, STORM SEWERS, OR ANY OTHER UTILITY OR STRUCTURES, EXISTING OR PROPOSED.
 THE LOCATION OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL NOTIFY EACH INDIVIDUAL UTILITY OWNER OF HIS PLAN OF OPERATION IN THE AREA OF THE UTILITIES. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL CONTACT THE UTILITY
- OWNERS AND REQUEST THEM TO PROPERLY LOCATE THEIR RESPECTIVE UTILITY ON THE GROUND. THIS NOTIFICATION SHALL BE GIVEN AT LEAST THREE (3) BUSINESS DAYS PRIOR TO COMMENCEMENT OF OPERATIONS AROUND THE UTILITY.

 7. BEFORE CONNECTIONS ARE MADE TO EXISTING UTILITIES, THE NEW LINES ARE TO BE FLUSHED AND TESTED BY THE CONTRACTOR IN ACCORDANCE
- WITH THE APPLICABLE UTILITY DEPARTMENT SPECIFICATIONS. 8. REPAIR ALL DAMAGE TO EXISTING FEATURES (I.E. DRIVES, ROADS, YARDS, LANDSCAPING, ETC...) TO PRE—CONSTRUCTION CONDITION.
- 9. THE CONTRACTOR SHALL VERIFY REQUIRED PIPE LENGTHS; EXISTING PIPE MATERIALS; AND EXISTING PIPE SIZES. REPORT DISCREPANCIES WITH THE PLANS TO THE ENGINEER IMMEDIATELY.
- 10. REPAIR EXISTING PAVEMENT, CURBS, WALKS, LANDSCAPING, ETC. THAT ARE DAMAGED BY CONSTRUCTION ACTIVITIES TO A LIKE NEW CONDITION AT NO ADDITIONAL COST TO THE OWNER.

 11. WHERE DRAINAGE OR UTILITY LINES OCCUR IN PROPOSED FILL AREAS, THE FILL MATERIAL IS TO BE PLACED AND COMPACTED TO 95% OF MAXIMUM DRY DENSITY ACCORDING TO ASTM D2167-08 PRIOR TO INSTALLATION OF DRAINAGE OR UTILITY LINES. FILL IS TO BE INSPECTED BY A
- PROFESSIONAL GEOTECHNICAL ENGINEERING TESTING FIRM EMPLOYED BY THE OWNER. RESULTS OF THE TEST SHALL BE FURNISHED TO THE OWNER'S REPRESENTATIVE. CONTRACTOR TO PAY FOR ANY RETESTING.

 12. EXISTING CASTINGS LOCATED IN FILL/CUT AREAS SHALL BE ADJUSTED TO ENSURE THAT THE TOP OF CASTING IS FLUSH WITH THE FINISHED GRADE.

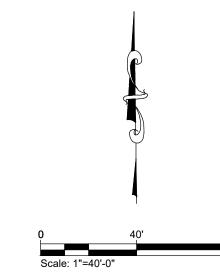
 13. THE CONTRACTOR WILL PROVIDE ALL NECESSARY PROTECTIVE MEASURES TO SAFEGUARD EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION OF THIS PROJECT. IN THE EVENT THAT SPECIAL EQUIPMENT IS REQUIRED TO WORK OVER AND AROUND THE UTILITIES, THE CONTRACTOR WILL BE
- REQUIRED TO FURNISH SUCH EQUIPMENT AT NO ADDITIONAL COST TO THE OWNER.

 14. PRIOR TO SUBMITTING HIS BID, THE CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR CONTACTING OWNERS OF ALL AFFECTED UTILITIES IN ORDER TO DETERMINE THE EXTENT TO WHICH UTILITY RELOCATIONS AND/OR ADJUSTMENTS WILL HAVE UPON THE SCHEDULE OF WORK FOR THE PROJECT. WHILE SOME WORK MAY BE REQUIRED 'AROUND' UTILITY FACILITIES THAT WILL REMAIN IN PLACE, OTHER UTILITY FACILITIES MAY NEED TO BE ADJUSTED
- CONCURRENTLY WITH THE CONTRACTOR'S OPERATIONS.

 15. ALL CONNECTIONS TO EXISTING MANHOLES SHALL BE BY THE CORING AND RESILIENT SEAL METHOD.

 16. CONTRACTOR SHALL MARK THE LOCATION OF NEW SEWER LINES WITH #14 GAUGE TRACER WIRE (GREEN). TRACER WIRE INSTALLATION, PLACEMENT,
- SPLICING, AND ACCESS SHALL BE IN ACCORDANCE WITH THE CITY OF ÖXFORD STANDARD SPECIFICATIONS FOR CONSTRUCTION OF WATER AND SEWER
- 17. UNDERGROUND VIDEO INSPECTION WILL BE REQUIRED FOR ALL SEWER LINES THAT ARE TO BE DEDICATED TO THE CITY OF OXFORD.

 18. SANITARY SEWER CLEANOUTS, WHERE APPLICABLE, SHALL BE INSTALLED ON THE RIGHT—OF—WAY SIDE OF RETAINING WALLS.



UTILITY PLAN (WATER & SEWE)
FOR
FOR
THE LANGE PRIVES

PRECISION ENGINEERING

CORPORATION

OXFORD@PECORPMS.COM

(662) 234-8639

WEB SITE:

PECORPMS.COM

REVISIONS:

PERMIT

SET

DESCRIPTION

(662) 234-8539

NO. DATE

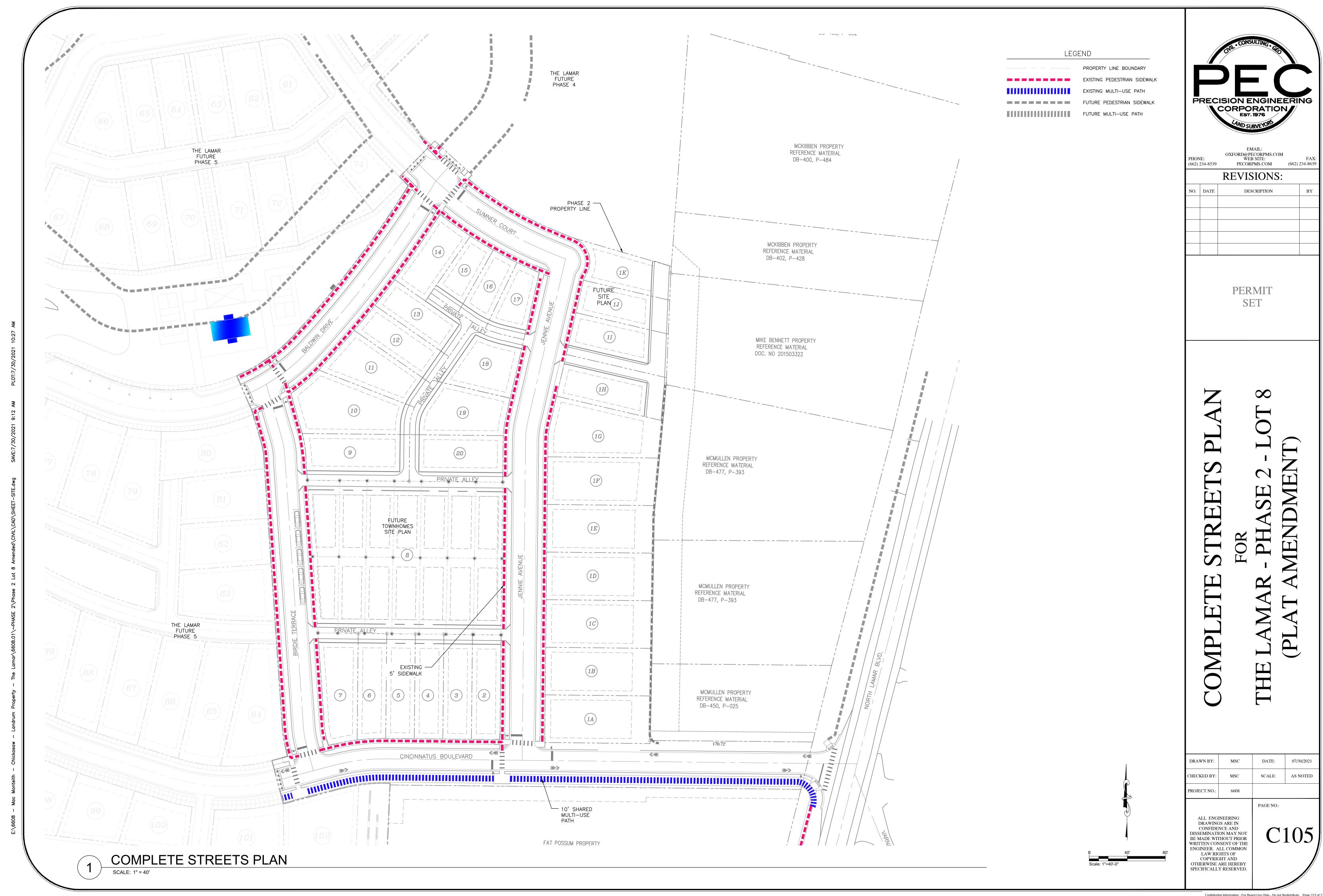
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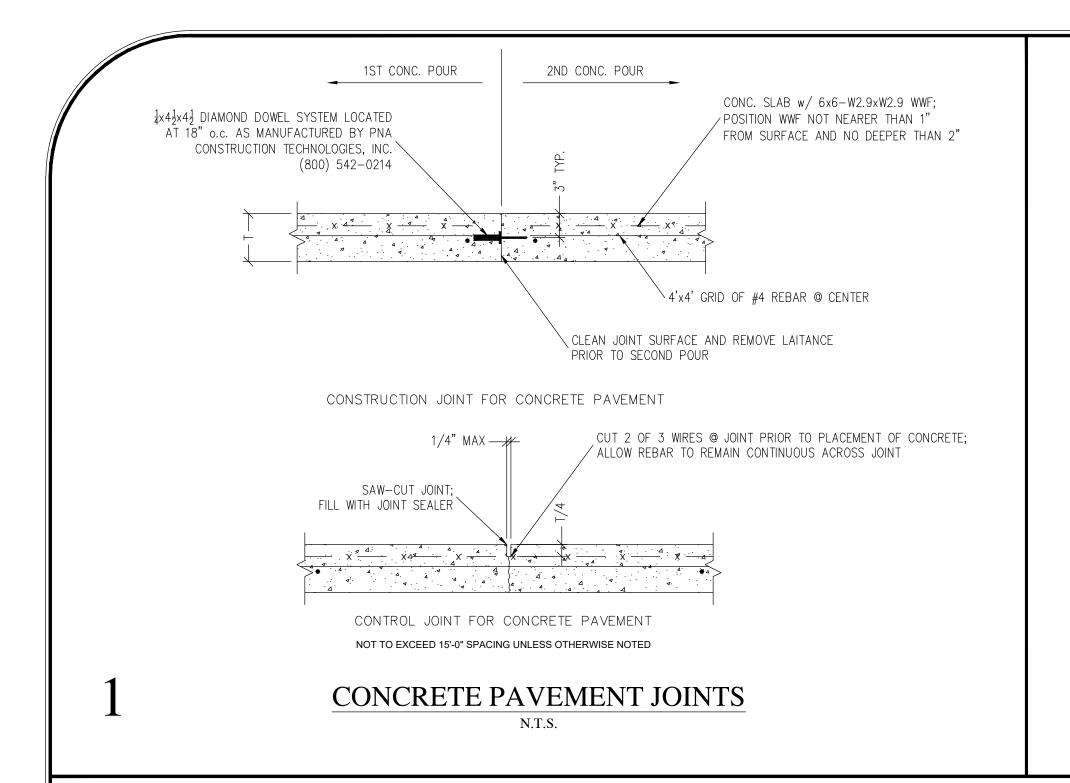
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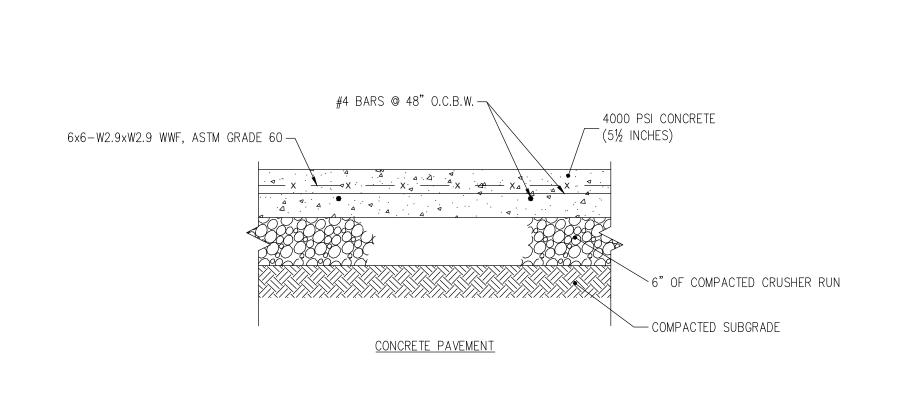
1 UTILITY PLAN (WATER AND SEWER)

07/30/2021

AS NOTED

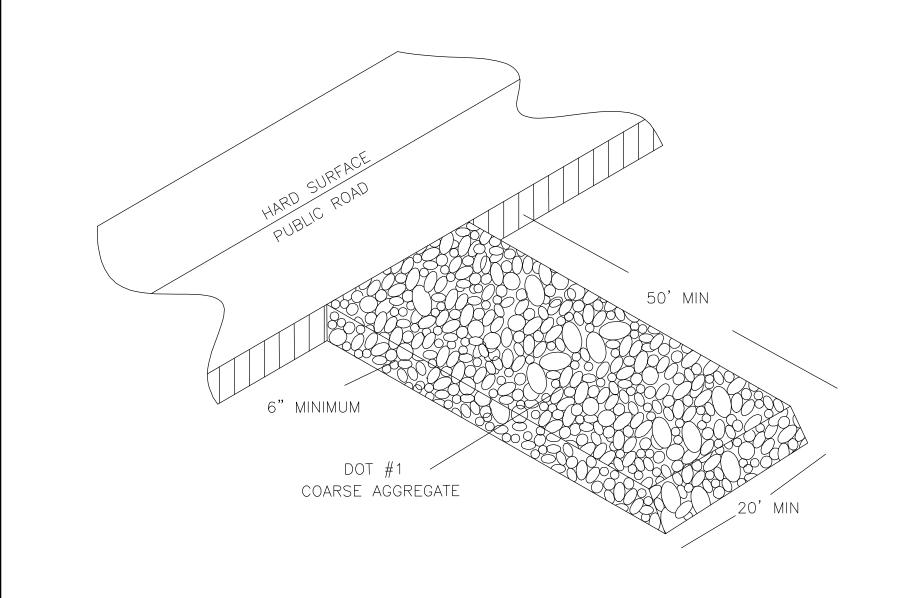






RIGID PAVEMENT

N.T.S.



GRAVEL CONSTRUCTION ENTRANCE

PRECISION ENGINEERING
CORPORATION
EST. 1976

LAND SURVEYORS

PHONE:
(662) 234-8539

REVISIONS:

NO. DATE

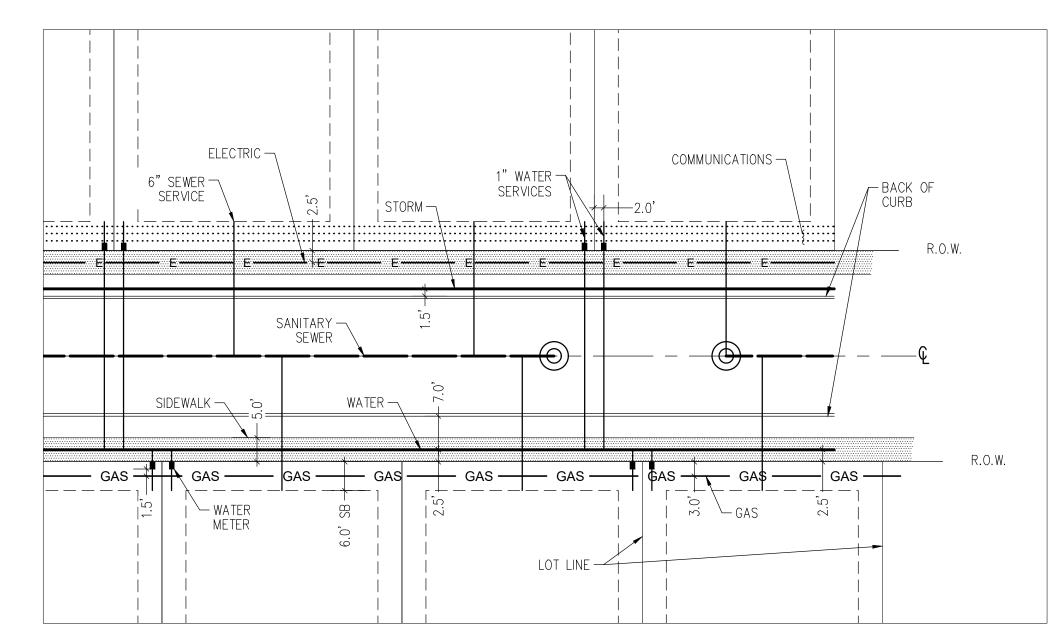
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BY

PERMIT SET

(1)

— FRONT — — FRONT -SETBACK SETBACK --- WATER ┌─ WATER METER HYDRANT METER ELECTRIC COMMUNICATIONS WATER / STORM SANITARY SEWER LINE LINE 1. THIS DETAIL DEPICTS TYPICAL UTILITY PLACEMENT UNLESS OTHERWISE NOTED ON THE UTILITY PLANS. 2. ALL UTILITY PLACEMENT SHALL BE COORDINATED WITH THE ENGINEER AND THE CITY OF OXFORD PUBLIC WORKS DEPARTMENT PRIOR TO INSTALLATION. TYPICAL SECTION DETAIL - UTILITY PLACEMENT



NOTES:

ON THE UTILITY PLANS.

- 1. THIS DETAIL DEPICTS TYPICAL UTILITY PLACEMENT UNLESS OTHERWISE NOTED
- 2. ALL UTILITY PLACEMENT SHALL BE COORDINATED WITH THE ENGINEER AND THE CITY OF OXFORD PUBLIC WORKS DEPARTMENT PRIOR TO INSTALLATION.
- 3. THE LOCATION OF ELECTRIC LINES AND LIGHT POLES WILL BE DETERMINED BY THE CITY OF OXFORD AND THEY SHALL BE WITHIN THE DEDICATED STREET RIGHT—OF—WAY OR UTILITY EASEMENTS.

5 TYPICAL PLAN VIEW - UTILITY PLACEMENT
SCALE: 1" = 20'

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To: Board of Alderman

From: Reanna Mayoral

Jeff McCutchen, Oxford Police Department,

Joey Gardner, Oxford Fire Department

Date: September 21, 2021

Re: Request for Overnight and Sunday work hours at The Airport at Ole Miss

Barge Design Solutions, on behalf of the University of Mississippi, is requesting extended overnight and Sunday work hours from September 21st through October 8th between 7:00 PM and 6:00 AM to perform work on the recently resurfaced runways at The Airport at Ole Miss. This work will be to complete the surface grooving of the runway. There will be no additional lighting required beyond the equipment lights. The noise generated will be primarily that of the equipment motor. The work is requested during this period to allow for daytime operation of the airport and to complete the work between the University's home football games on September 19th and October 9th. The nearest residence is 445' from the runway but the majority of the adjacent property is golf course, airport hangers, or municipal facilities. The contractor has stated that he will work to modify operations as needed in the event of complaints.

In the event of weather or equipment delays, the contractor would like to request permission to complete the work on an alternate week to be approved by Staff.

Staff requests direction from the Board on approval for extended work including overnights and Sundays for construction at The Airport at Ole Miss and approval for alternate dates in the event of delays.



MEMORANDUM

To: Board of Alderman

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

CC: Rob Neely, P.E., Oxford Utilities, Amberlyn Liles, Environmental Services

Date: September 21, 2021

Re: Accept Annual Material Bids Received August 26, 2021

Annual material bids were received on August 26, 2021. The annual bids include over 500 bid items for various items for the Street, Water and Sewer, and Environmental Services Departments. These materials are available for purchase and use by any Department in the City at the prices bid.

A bid tabulation is attached. Staff recommends awarding bids to the lowest bidder shown with two noted exceptions in which staff recommends accepting two bids for the noted items. Staff also recommends awarding the Video Monitoring, Pipe cleaning and Root Cutting Services to both Southern General Contractors and M&M Underground Video Inspection Service, LLC. The bids provided include minimum service charges and mobilization as separate line items which means that the lowest bid is directly related to the quantity of monitoring or cleaning performed. As with concrete materials, there are also times that staff requires a video inspection or cleaning and one provider may not be available. Having contract pricing from both providers will allow staff to respond to emergent issues without additional delay.

There were no bids received for concrete materials despite the presence of two concrete suppliers in town and decades or purchase history. One supplier has stated that they did not bid due to a \$1,200 fee required to bid but this has not been verified. Concrete is a critical component in our routine and emergency maintenance and repair operations. Staff is going to investigate the lack of bids further and research if concrete materials are available on State Contract. If this material can be bid either electronically or through sealed bids, Staff would recommend that a new bid be conducted and requests permission to advertise to do so. If this material can be purchased from State contract, staff requests permission to purchase from either supplier based on the ability to supply concrete of the type, quantity and timeline necessary to complete the work. Otherwise, crews will have to request quotes from both suppliers each time they need concrete.

Staff recommends award of the bids as presented with the special notation that Concrete Materials, Video Monitoring, Pipe Inspection and Root Killing are to be awarded to two providers as noted in order to maintain services and perform required maintenance as necessary.

Consider Annual Material Bids September 21, 2021

Staff requests permission to purchase concrete material from State Contract, if available, from either supplier based on the ability to supply concrete of the type, quantity and timeline necessary to complete the work.

Staff requests permission to readvertise for bids for concrete materials as allowed by State Purchase Laws if concrete is not available on State Contract.

CITY OF OXFORD SUPPLIERS LIST FOR OPERATING MATERIALS (2021-2022)

AGGREGATE MATERIALS HAULING

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
1	TANDEM TRUCK WITH DRIVER	HR	NO BID	NO BID	

AGGREGATE MATERIALS

,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					
ITEM	DESCRIPTION	UNIT	UNIT		
1	CLAY GRAVEL	TON	\$ 25.00	CROSSWAY TRUCKING	662-720-9970
2	WASHED ROAD GRAVEL	TON	\$ 27.50	CROSSWAY TRUCKING	662-720-9970
3	CRUSHED LIMESTONE	TON	\$ 26.75	CROSSWAY TRUCKING	662-720-9970
4	PEA GRAVEL	TON	\$ 27.50	CROSSWAY TRUCKING	662-720-9970
5	#7 CLEAN SLAG	TON	\$ 28.75	CROSSWAY TRUCKING	662-720-9970
6	200 lb. rip rap	TON	\$ 34.50		

AGGREGATE MATERIALS WERE LISTED ON REVERSE ALICTION WITH CENTRAL BIDDING

ASPHALT

1 HMA ASPHALTS HAULED AND PLACED ON CITY STREETS 1-250 TONS TON \$ 77.00 LEHMAN ROBERTS 234-5313 2 HMA ASPHALTS HAULED AND PLACED ON CITY STREETS 250 & 500 TON \$ 45.00 LEHMAN ROBERTS 234-5313 3 HMA ASPHALTS HAULED AND PLACED ON CITY STREETS 501-750 TON \$ 40.00 LEHMAN ROBERTS 234-5313 4 HMA ASPHALTS HAULED AND PLACED ON CITY STREETS 750 & UP TON \$ 37.00 LEHMAN ROBERTS 234-5313 5 Tack Coat (Rate, 0510 gallons per square yard S.Y. \$ 0.30 LEHMAN ROBERTS 234-5313 6 Grading or Shaping S.Y. \$ 15.00 LEHMAN ROBERTS 234-5313	ITEM	DESCRIPTION		UNIT		SUPPLIER	CONTACT
3 HMA ASPHALTS HAULED AND PLACED ON CITY STREETS 501-750 TON \$ 40.00 LEHMAN ROBERTS 234-5313 4 HMA ASPHALTS HAULED AND PLACED ON CITY STREETS 750 & UP TON \$ 37.00 LEHMAN ROBERTS 234-5313 5 Tack Coat (Rate .0510 gallons per square yard S.Y. \$ 0.30 LEHMAN ROBERTS 234-5313	1	HMA ASPHALTS HAULED AND PLACED ON CITY STREETS	1-250 TONS	TON	\$ 77.00	LEHMAN ROBERTS	234-5313
4 HMA ASPHALTS HAULED AND PLACED ON CITY STREETS 750 & UP TON \$ 37.00 LEHMAN ROBERTS 234-5313 5 Tack Coat (Rate .0510 gallons per square yard S.Y. \$ 0.30 LEHMAN ROBERTS 234-5313	2	HMA ASPHALTS HAULED AND PLACED ON CITY STREETS	250 & 500	TON	\$ 45.00	LEHMAN ROBERTS	234-5313
5 Tack Coat (Rate .0510 gallons per square yard S.Y. \$ 0.30 LEHMAN ROBERTS 234-5313	3	HMA ASPHALTS HAULED AND PLACED ON CITY STREETS	501-750	TON	\$ 40.00	LEHMAN ROBERTS	234-5313
	4	HMA ASPHALTS HAULED AND PLACED ON CITY STREETS	750 & UP	TON	\$ 37.00	LEHMAN ROBERTS	234-5313
6 Grading or Shaping SV \$ 15.00 LEHMAN POREDTS 234.5313	5	Tack Coat (Rate .0510 gallons per square yard		S.Y.	\$ 0.30	LEHMAN ROBERTS	234-5313
0 Grading of Graphing 204-3013	6	Grading or Shaping		S.Y.	\$ 15.00	LEHMAN ROBERTS	234-5313

COLD MILLING

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
1	COLD MILLING OF BITUMINOUS PAVEMENT				
	0 TO 500	TON	\$ 77.00	LEHMAN ROBERTS	234-5313
	501-1000	TON	\$ 45.00	LEHMAN ROBERTS	234-5313
	1001-1500	TON	\$ 41.00	LEHMAN ROBERTS	234-5313
	1501-2000	TON	\$ 41.00	LEHMAN ROBERTS	234-5313
	2001 & UP	TON	\$ 41.00	LEHMAN ROBERTS	234-5313
2	COLD MILLING OF CONCRETE PAVEMENT				
	0 TO 500	TON	NO BID	NO BID	NO BID
	501-1000	TON	NO BID	NO BID	NO BID
	1001-1500	TON	NO BID	NO BID	NO BID
	1501-2000	TON	NO BID	NO BID	NO BID
	2001 & UP	TON	NO BID	NO BID	NO BID
3	One Day Milling	DAY	\$ 22,000.00	LEHMAN ROBERTS	234-5313

CONCRETE MATERIALS AND SUPPIES

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
1a	2,500 PSI (> 5)	C.Y.	NO BID	B&B CONCRETE	662-234-7088
b	2,500 PSI (< 5)	C.Y.	NO BID	B&B CONCRETE	662-234-7088
С	SMALL LOAD (TRUCK CHARGE	SMALL TRUCK	NO BID	B&B CONCRETE	662-234-7088
2a	3,000 PSI (> 5)	C.Y.	NO BID	B&B CONCRETE	662-234-7088
b	3,000 PSI (< 5)	C.Y.	NO BID	B&B CONCRETE	662-234-7088
С	SMALL LOAD (TRUCK CHARGE	SMALL TRUCK	NO BID	B&B CONCRETE	662-234-7088

ITEM	DESCRIPTION	UNIT UNIT PRICE	SUPPLIER	CONTACT
3	FLOWABLE FILL	EA. NO BID	B&B CONCRETE	662-234-7088
				CONTACT
1a	2,500 PSI (> 5)	C.Y. NO BID	LAFAYETTE READY MIX	662-234-7547
b	2,500 PSI (< 5)	C.Y. NO BID	LAFAYETTE READY MIX	662-234-7547
С	SMALL LOAD (TRUCK CHARGE	SMALL TRUCK NO BID	LAFAYETTE READY MIX	662-234-7547
2a	3,000 PSI (> 5)	C.Y. NO BID	LAFAYETTE READY MIX	662-234-7547
b	3,000 PSI (< 5)	C.Y. NO BID	LAFAYETTE READY MIX	662-234-7547
С	SMALL LOAD (TRUCK CHARGE	SMALL TRUCK NO BID	LAFAYETTE READY MIX	662-234-7547
3	FLOWABLE FILL	EA. NO BID	LAFAYETTE READY MIX	662-234-7547
PRECAST CO	DNCRETE MANHOLES DESCRIPTION	UNIT UNIT PRICE	SUPPLIER	
	48" - CONE			
		EA. NO BID	NO BID	
	48" - FLAT TOP	EA. NO BID	NO BID	
	48" MANHOLE SECTION	L.F. NO BID	NO BID	
	48" MANHOLE BOTTOM	EA. NO BID	NO BID	
5	48"x 24" DOGHOUSE(12 OCLOCK AND 6 OCLOCK POSTION)	EA. NO BID	NO BID	
6	48" X26" DOGHOUSE (3 OCLOCK AND 6 OCLOCK POSITION	EA. NO BID	NO BID	
7	4" CONCRETE RISER	EA. NO BID	NO BID	
8	6" CONCRETE RISER	EA. NO BID	NO BID	
9	V 1317 RING AND LID	EA. \$ 284.00	SOUTHERN PIPE	SOUTHERN PIPE 662-393-1922
10	VULCAN- VM7 MOD RING AND LID (TRAFFIC DUTY)	EA. \$ 291.00	SOUTHERN PIPE	SOUTHERN PIPE 662-393-1922
11	RAMNECK	CASE NO BID	NO BID	

DRAINAGE PIPE - CORRUGATED HDPE

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
I I E IVI				0011 ===::	
1	12-INCH HDPE PIPE	L.F.	\$ 8.90	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	WILLIAMS 662-232-1933
2	15-INCH HDPE PIPE	L.F.	\$ 12.17	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	SOUTHERN PIPE 662-393-1922
3	18-INCH HDPE PIPE	L.F.	\$ 16.17	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	CONSOLIDATED 662-841-1270
4	24-INCH HDPE PIPE	L.F.	\$ 27.51	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	WILLIAMS 662-232-1933
5	30-INCH HDPE PIPE	L.F.	\$ 38.35	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	SOUTHERN PIPE 662-393-1922
6	36" HDPE DRAINAGE PIPE	L.F.	\$ 47.61	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	CONSOLIDATED 662-841-1270
7	48" HDPE PIPE	L.F.	\$ 77.88	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	WILLIAMS 662-232-1933
8	18" HP PIPE	L.F.	\$ 17.97	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	SOUTHERN PIPE 662-393-1922
9	24" HP PIPE	L.F.	\$ 30.56	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	CONSOLIDATED 662-841-1270
10	30" HP PIPE	L.F.	\$ 43.58	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	WILLIAMS 662-232-1933
11	36" HP PIPE	L.F.	\$ 52.32	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	SOUTHERN PIPE 662-393-1922
CORRUGATED P	OLYETHYLENT T'S				
8	12-INCH	EACH	\$ 240.61	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	WILLIAMS 662-232-1933
9	15-INCH	EACH	\$ 359.65	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	SOUTHERN PIPE 662-393-1922
10	18-INCH	EACH	\$ 504.53	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	CONSOLIDATED 662-841-1270
11	24-INCH	EACH	\$ 780.04	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	WILLIAMS 662-232-1933
12	30-INCH	EACH	\$ 1,574.10	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	SOUTHERN PIPE 662-393-1922
13	36 INCH	EACH	\$ 2,117.54	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	CONSOLIDATED 662-841-1270
14	48 INCH	EACH	\$ 2,483.10	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	WILLIAMS 662-232-1933
CORRUGATED P	OLYETHYLENE - 45 DEGREE ELBOWS				
15	12-INCH	EACH	142.22	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	WILLIAMS 662-232-1933
16	15-INCH	EACH	196.17	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	SOUTHERN PIPE 662-393-1922
17	18-INCH	EACH	261.39	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	CONSOLIDATED 662-841-1270
18	24-INCH	EACH	533.81	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	WILLIAMS 662-232-1933
19	30-INCH	EACH	831.30	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	SOUTHERN PIPE 662-393-1922

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
20	36 INCH	EACH	1273.30	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	CONSOLIDATED 662-841-1270
21	48 INCH	EACH	2321.75	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	WILLIAMS 662-232-1933
				· · · · · · · · · · · · · · · · · · ·	
CORRUGATED F	POLYETHYLENE- 90 DEGREE FITTINGS				
22	12-INCH	EACH	162.73	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	WILLIAMS 662-232-1933
23	15-INCH	EACH	226.40	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	SOUTHERN PIPE 662-393-1922
24	18-INCH	EACH	317.61	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	CONSOLIDATED 662-841-1270
25	24-INCH	EACH	628.02	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	WILLIAMS 662-232-1933
26	30-INCH	EACH	1299.78	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	SOUTHERN PIPE 662-393-1922
27	36-INCH	EACH	1731.81	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	CONSOLIDATED 662-841-1270
28	48-INCH	EACH	3053.00	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	WILLIAMS 662-232-1933
	POLYETHYLENE-22 1/2 DEGREE FITTINGS				
29	12-INCH	EACH	103.27	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	WILLIAMS 662-232-1933
30	15-INCH	EACH	160.08	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	SOUTHERN PIPE 662-393-1922
31	18-INCH	EACH	217.80	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	CONSOLIDATED 662-841-1270
32	24-INCH	EACH	472.71	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	WILLIAMS 662-232-1933
33	30-INCH	EACH	729.94	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	SOUTHERN PIPE 662-393-1922
34	36-INCH	EACH	1043.93	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	CONSOLIDATED 662-841-1270
35	48-INCH	EACH	1728.90	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	WILLIAMS 662-232-1933
HDPE BANDS					
36	12-INCH	EACH	18.19	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	WILLIAMS 662-232-1933
37	12-INCH	EACH	30.30	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	SOUTHERN PIPE 662-393-1922
38	18-INCH	EACH	51.65	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	CONSOLIDATED 662-841-1270
39	24-INCH	EACH	72.83	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	WILLIAMS 662-232-1933
40	30-INCH	EACH	169.31	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	SOUTHERN PIPE 662-393-1922
40	36-INCH	EACH	235.57	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	CONSOLIDATED 662-841-1270
42	48-INCH	EACH	404.76	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.G&O	WILLIAMS 662-232-1933
GRATES	40-INCH	EACH	404.76	CONSOLIDATED, SOUTHERN FIFE, WILLIAMS EQUIP.G&O	WILLIAWS 662-232-1933
43	CAST IRON GRATES- 35 7/8"x 17 7/8" x 2 3/4" GR Frame and Grate Set V5754 FR- V5759-1	EACH	NO BID		
44	CAST IRON GRATES- 29 3/4" x 17 3/4" x 3" GR Frame and Grate Set 5460M-5460Z	EACH	NO BID		
45	CAST IRON GRATES- V5724-3 24" x 24" x 2 5/8"	EACH	\$ 193.88	G&O	
46	CAST IRON GRATES- V5752 18"x 23 3/4"	EACH	Ψ 150.00	WILLIAMS EQUIP.	WILLIAMS 662-232-1933
47	CAST IRON GRATES- V4230 18" X 30"	EACH		CONSOLIDATED	CONSOLIDATED 662-841-1270
48	15" DIA. ROUND GRATE (DROP-IN CAST IRON LIGHT DUTY FOR USE WITH HDPE	EACH		WILLIAMS EQUIP.	WILLIAMS 662-232-1933
49	18" DIA. ROUND GRATE (DROP-IN CAST IRON LIGHT DUTY FOR USE WITH HDPE	EACH		WILLIAMS EQUIP. OR SOUTHERN PIPE	SOUTHERN PIPE 662-393-1922
50	24" DIA. ROUND GRATE (DROP-IN CAST IRON LIGHT DUTY FOR USE WITH HDPE	EACH		WILLIAMS EQUIP. OR SOUTHERN PIPE	WILLIAMS 662-232-1933
51	12" DIA. ROUND GRATE (DROP-IN CAST IRON H.D.) FOR USE WITH HDPE	EACH		CONSOLIDATED OR WILLIAMS EQUIP.	WILLIAMS 662-232-1933
52	15" DIA. ROUND GRATE (DROP-IN CAST IRON H.D.) FOR USE WITH HDPE	EACH		CONSOLIDATED	CONSOLIDATED 662-841-1270
53	18" DIA. ROUND GRATE (DROP-IN CAST IRON H.D.) FOR USE WITH HDPE	EACH		CONSOLIDATED	CONSOLIDATED 662-841-1270
54	24" DIA. ROUND GRATE (DROP-IN CAST IRON H.D.) FOR USE WITH HDPE	EACH		CONSOLIDATED	CONSOLIDATED 662-841-1270
55	30" DIA. ROUND GRATE (DROP-IN CAST IRON H.D.) FOR USE WITH HDPE	EACH		NO BID	NO BID
56	V4280 GUTTER INLET - 33 1/4" X 21 3/4" X 4"	EACH		CONSOLIDATED	CONSOLIDATED 662-841-1270
57	V4275 GUTTER INLET- 28 3/4" X 21" X 2 9/16"	EACH		CONSOLIDATED	CONSOLIDATED 662-841-1270
FLARED ENDS					
58	12-INCH	EACH	286.95	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.	WILLIAMS 662-232-1933
59	15-INCH	EACH	286.95	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.	SOUTHERN PIPE 662-393-1922
60	18-INCH	EACH	385.48	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.	CONSOLIDATED 662-841-1270
61	24-INCH	EACH	494.72	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.	WILLIAMS 662-232-1933
62	30-INCH	EACH	1202.92	CONSOLIDATED, SOUTHERN PIPE, WILLIAMS EQUIP.	SOUTHERN PIPE 662-393-1922
63	48 INCH	EACH	NO BID	NO BID	NO BID

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
ופטבה די	RAFFIC SIGNS AND SIGN POST				
ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
1	R-1-1 STOP 24"X24"	EACH	\$13.85	G&C SUPPLY	601-932-5854
2	R1-1 STOP 30"X30"	EACH	\$22.20	G&C SUPPLY	601-932-5854
3	R1-2 YIELD 30"X30"X30"	EACH	\$17.26	G&C SUPPLY	601-932-5854
4	R1-2 YIELD 36"X36"X36"	EACH	\$24.26	G&C SUPPLY	601-932-5854
5	R2-1 SPEED LIMIT (SPEED GIVEN) 24"X30"	EACH	\$19.19	G&C SUPPLY	601-932-5854
6	R2-5A REDUCE SPEED AHEAD 24"X30"	EACH	\$18.45	G&C SUPPLY	601-932-5854
7	R2-5C SPEED ZONE AHEAD 24"X30"	EACH	\$18.45	G&C SUPPLY	601-932-5854
8	R3-1 NO RIGHT TURN(SYMBOL)24"X24"	EACH	\$15.32	G&C SUPPLY	601-932-5854
9	R3-2 NO LEFT TURN(SYMBOL) 24"X24"	EACH	\$15.32	G&C SUPPLY	601-932-5854
10	R3-4 NO U TURN(SYMBOL) 24"X24"	EACH	\$14.76	G&C SUPPLY	601-932-5854
11	R3-5L LEFT TURN ONLY 30"X36"	EACH	\$27.68	G&C SUPPLY	601-932-5854
12	R3-5R RIGHT TURN ONLY 30"X36"	EACH	\$27.68	G&C SUPPLY	601-932-5854
13	R3-5S STRAIGHT ONLY 30"X36"	EACH	\$27.68	G&C SUPPLY	601-932-5854
14	R3-7L LEFT LANE MUST TURN LEFT 30"X30"	EACH	\$24.90	G&C SUPPLY	601-932-5854
15	R3-7R RIGHT LANE MUST TURN RIGHT 30"X30"	EACH	\$24.90	G&C SUPPLY	601-932-5854
16	R4-7 KEEP RIGHT 24"X30'	EACH	\$19.19	G&C SUPPLY	601-932-5854
17	R4-7 KEEP RIGHT 30"X36"	EACH	\$27.68	G&C SUPPLY	601-932-5854
18	R4-7A KEEP RIGHT (90) 24"X30"	EACH	\$18.45	G&C SUPPLY	601-932-5854
19	R4-7B KEEP RIGHT (45) 24"X30"	EACH	\$18.45	G&C SUPPLY	601-932-5854
20	R4-8 KEEP LEFT 24"X30"	EACH	\$19.19	G&C SUPPLY	601-932-5854
21	R5-1 DO NOT ENTER 30"X30"	EACH	\$25.25	G&C SUPPLY	601-932-5854
22	R5-1A WRONG WAY 36"X24"	EACH	\$23.50	G&C SUPPLY	601-932-5854
23	R5-2 NO TRUCKS SYMBOL 24"X24"	EACH	\$15.32	G&C SUPPLY	601-932-5854
24	R6-1L ONE WAY LEFT 36"X12"	EACH	\$12.99	G&C SUPPLY	601-932-5854
25	R6-1R ONE WAY RIGHT 36"X12"	EACH	\$12.99	G&C SUPPLY	601-932-5854
26	R6-1R/L ONE WAY (BACK & FRONT) 36"X12"	EACH	\$13.99	G&C SUPPLY	601-932-5854
27	R72A NO PARKING ANYTIME 12"X18"	EACH	\$6.90	G&C SUPPLY	601-932-5854
28	R7-8 RESERVED HANDICAPPED (SYMBOL) 12"X18"	EACH	\$6.90	G&C SUPPLY	601-932-5854
29	R10-11A NO TURN ON RED 24"X30"	EACH	\$19.19	G&C SUPPLY	601-932-5854
30	R11-2 ROAD CLOSED 48"X30"	EACH	\$40.12	G&C SUPPLY	601-932-5854
31	R11-4 ROAD CLOSED TO THRU TRAFFIC 60"X30"	EACH	\$56.10	G&C SUPPLY	601-932-5854
32	W9-2R MERGE RIGHT 30"X30"	EACH	\$24.25	G&C SUPPLY	601-932-5854
33	W11-2 PEDESTRIAN SYMBOL 36"X36"	EACH	\$33.21	G&C SUPPLY	601-932-5854
34	ST-67A6 STREET MARKER NAME GIVEN	EACH	\$10.99	G&C SUPPLY	601-932-5854
REET SIG	N POST AND MISCELLANEOUS MATERIALS				
ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	601-932-5854
1	10' LONG 4-CHANNEL SIGN (GALVANIZED)	EACH	18.25	G&C SUPPLY	601-932-5854
2	12' LONG 4-CHANNEL SIGN (GALVANIZED)	EACH	21.87	G&C SUPPLY	601-932-5854
3	CAPS FOR U-CHANNEL POST FOR EXTRUDED STREET NAME SIGNS	EACH	3.00	G&C SUPPLY	601-932-5854
4	CROSSES FOR EXTRUDED STREET SIGNS	EACH	3.00	G&C SUPPLY	601-932-5854

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
5	JUMBO 12" CROSS BRACKETS	EACH	9.25	G&C SUPPLY	601-932-5854
6	JUMBO 12" 90 DEGREE POST CAP (4 CHANNEL) BRACKETS	EACH	9.25	G&C SUPPLY	601-932-5854
7	JUMBO 12" 180 DEGREE (U CHANNEL) BRACKETS	EACH	9.25	G&C SUPPLY	601-932-5854
ITEM					
	DESCRIPTION THE DAMODILACTIVE CYMPLOS AND LEGEND (00 mill)	UNIT	UNIT PRICE	SUPPLIER	CONTACT
1	THERMOPLASTIV SYMBLOS AND LEGEND (90 mil)	S.F.	\$ 4.26	ENNIS FLINT	800-331-8118
1 2					
1 2	THERMOPLASTIV SYMBLOS AND LEGEND (90 mil)				800-331-8118
1 2	THERMOPLASTIV SYMBLOS AND LEGEND (90 mil)	S.F.	\$ 4.26	ENNIS FLINT	800-331-8118 800-331-8118
1 2	THERMOPLASTIV SYMBLOS AND LEGEND (90 mil)	S.F.	\$ 4.26 \$ 0.71	ENNIS FLINT ENNIS FLINT	800-331-8118 800-331-8118 800-331-8118
1 2	THERMOPLASTIV SYMBLOS AND LEGEND (90 mil) THERMOPLASTIC LINE (WHITE OR YELLOW)(90 mil) (FLAT SECTIONS) 4" 6"	S.F. L.F. L.F.	\$ 4.26 \$ 0.71 \$ 1.07	ENNIS FLINT ENNIS FLINT ENNIS FLINT	

1	THERMOPLASTIV SYMBLOS AND LEGEND (90 mil)	S.F.	\$ 4.26	ENNIS FLINT	800-331-8118
2	THERMOPLASTIC LINE (WHITE OR YELLOW)(90 mil) (FLAT SECTIONS)				
	4"	L.F.	\$ 0.71	ENNIS FLINT	800-331-8118
	6"	L.F.	\$ 1.07	ENNIS FLINT	800-331-8118
	8"	L.F.	\$ 1.29	ENNIS FLINT	800-331-8118
	12"	L.F.	\$ 2.08	ENNIS FLINT	800-331-8118
	16"	L.F.	\$ 2.67	GEVEKO MARKINGS	770-847-9410
	24"	L.F.	\$ 3.89	GEVEKO MARKINGS	770-847-9410
3	THERMOPLASTIC LINE (WHITE OR YELLOW)(90 mil) (ROLLS)				
	4"	L.F.	\$ 0.46	ENNIS FLINT	800-331-8118
	6"	L.F.	\$ 1.80	ENNIS FLINT	800-331-8118
	8"	L.F.	\$ 2.39	ENNIS FLINT	800-331-8118
	12"	L.F.	\$ 3.62	ENNIS FLINT	800-331-8118
	16"	L.F.	\$ 5.16	ENNIS FLINT	800-331-8118
	24"	L.F.	\$ 4.46	ENNIS FLINT	800-331-8118
4	LEGENDS (90 MIL)				
	MPH 8'	S.F.	\$4.39	ENNIS FLINT	800-331-8118
	PED 8'	S.F.	\$4.39	ENNIS FLINT	800-331-8118
	STOP 8'	S.F.	\$4.87	ENNIS FLINT	800-331-8118
	LEFT 8'	S.F.	\$4.89	ENNIS FLINT	800-331-8118
	RIGHT 8'	S.F.	\$4.02	ENNIS FLINT	800-331-8118
	XING 8'	S.F.	\$5.05	ENNIS FLINT	800-331-8118
	ONLY 8'	S.F.	\$4.87	ENNIS FLINT	800-331-8118
	SLOW 8'	S.F.	\$4.87	ENNIS FLINT	800-331-8118
	AHEAD 8'	S.F.	\$4.76	GEVEKO MARKINGS	770-847-9410
	YIELD 8'	S.F.	\$3.85	ENNIS FLINT	800-331-8118
	SIGNAL 8'	S.F.	\$4.39	ENNIS FLINT	800-331-8118
	SCHOOL 8'	S.F.	\$4.87	GEVEKO MARKINGS	770-847-9410
	NO PARKING YELLOW 12'	S.F.	\$14.91	ENNIS FLINT	800-331-8118
	TURN 8'	S.F.	\$4.45	GEVEKO MARKINGS	770-847-9410
5	HANDICAP MARKING (90 MIL)				
	HANDICAP KIT WHITE/BLUE 48"x48"	S.F.	\$ 4.71	ENNIS FLINT	800-331-8118
6	ARROWS				
	STRAIGHT ARROW STANDARD R/L/REVERSE	S.F.	\$ 5.12	GEVEKO MARKINGS	770-847-9410
	TURN ARROW STANDARD R/L/REVERSE	S.F.	\$ 5.24	GEVEKO MARKINGS	770-847-9410
	COMBINATION ARROW STANDARD R/L/REVERSE	S.F.	\$ 4.70	ENNIS FLINT	800-331-8118
	MINI TURN ARROW R/L/ REVERSE	S.F.	\$ 4.10	ENNIS FLINT	800-331-8118
	MINI STRAIGHT ARROW	S.F.	\$ 5.89	ENNIS FLINT	800-331-8118
	MINI COMBINATION R/L/REVERSE	S.F.	\$ 8.02		

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
7	LEGENDS (125 MIL)				
	MPH 8'	S.F.	\$4.68	ENNIS FLINT	800-331-8118
	PED 8'	S.F.	\$4.68	ENNIS FLINT	800-331-8118
	STOP 8'	S.F.	\$5.12	ENNIS FLINT	800-331-8118
	LEFT 8'	S.F.	\$5.12	ENNIS FLINT	800-331-8118
	RIGHT 8'	S.F.	\$4.75	ENNIS FLINT	800-331-8118
	XING 8'	S.F.	\$5.39	ENNIS FLINT	800-331-8118
	ONLY 8'	S.F.	\$5.17	ENNIS FLINT	800-331-8118
	SLOW 8'	S.F.	\$5.12	ENNIS FLINT	800-331-8118
	AHEAD 8'	S.F.	\$5.09	ENNIS FLINT	800-331-8118
	YIELD 8'	S.F.	\$3.98	ENNIS FLINT	800-331-8118
	SIGNAL 8'	S.F.	\$4.64	ENNIS FLINT	800-331-8118
	SCHOOL 8'	S.F.	\$5.15	GEVEKO MARKINGS	770-847-9410
	NO PARKING YELLOW 12'	S.F.	\$18.96	GEVEKO MARKINGS	770-847-9410
	TURN 8'	S.F.	\$4.54	GEVEKO MARKINGS	770-847-9410
HANDICAP	MARKING (125 MIL)				
	HANDICAP KIT WHITE/BLUE 48"X48"	S.F.	\$4.71	ENNIS FLINT	800-331-8118
ARROWS (125 MIL)				
	STRAIGHT ARROW STANDARD R/L/REVERSE	S.F.	\$5.31	GEVEKO MARKINGS	770-847-9410
	TURN ARROW STANDARD R/L/REVERSE	S.F.	\$5.55	GEVEKO MARKINGS	770-847-9410
	COMBINATION ARROW STANDARD R/L/REVERSE	S.F.	\$4.95	ENNIS FLINT	800-331-8118
	MINI TURN ARROW R/L/ REVERSE	S.F.	\$4.31	ENNIS FLINT	800-331-8118
	MINI STRAIGHT ARROW	S.F.	\$5.89	ENNIS FLINT	800-331-8118
	MINI COMBINATION R/L/REVERSE	S.F.	\$8.02	ENNIS FLINT	800-331-8118

PAINTED TRAFFIC MARKINGS

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
1	ROADWAY 4" THERMOPLASTIC TRAFFIC STRIPE (SKIP WHITE)(90 mil)	L.F.	\$0.18	RIVERSIDE TRAFFIC SYSTEMS INC.	(662) 534-8257
2	ROADWAY 4" THERMOPLASTIC TRAFFIC STRIPE (CONT. WHITE)(90 mil)	L.F.	\$0.48	RIVERSIDE TRAFFIC SYSTEMS INC.	(662) 534-8257
3	ROADWAY 4" THERMOPLASTIC TRAFFIC EDGE STRIPE (CONT. WHITE)(60 mil)	L.F.	\$0.48	RIVERSIDE TRAFFIC SYSTEMS INC.	(662) 534-8257
4	ROADWAY 4" THERMOPLASTIC TRAFFIC STRIPE (SKIP YELLOW)(90 mil)	L.F.	\$0.18	RIVERSIDE TRAFFIC SYSTEMS INC.	(662) 534-8257
5	ROADWAY 4" THERMOPLASTIC TRAFFIC STRIPE (CONT. YELLOW)(90 mil)	L.F.	\$0.48	RIVERSIDE TRAFFIC SYSTEMS INC.	(662) 534-8257
6	ROADWAY 4" THERMOPLASTIC TRAFFIC EDGE STRIPE (CONT. YELLOW)(60 mil)	L.F.	\$0.48	RIVERSIDE TRAFFIC SYSTEMS INC.	(662) 534-8257
7	ROADWAY 4" THERMOPLASTIC TRAFFIC DETAIL STRIPE (4" EQ. LENGTH WHITE OR YELLOW	L.F.	\$1.50	RIVERSIDE TRAFFIC SYSTEMS INC.	(662) 534-8257
8	ROADWAY THERMOPLASTIC LEGEND (WHITE)(120 mil)	L.F.	\$7.00	RIVERSIDE TRAFFIC SYSTEMS INC.	(662) 534-8257
9	ROADWAY RED-CLEAR REFLECTIVE RAISED MARKERS	L.F.	\$6.00	RIVERSIDE TRAFFIC SYSTEMS INC.	(662) 534-8257
10	ROADWAY TWO-WAY YELLOW REFLECTIVE RAISED MARKERS	L.F.	\$6.00	RIVERSIDE TRAFFIC SYSTEMS INC.	(662) 534-8257
11	ROADWAY PAINTED CURB FACE FAST DRYING YELLOW	L.F.	\$2.50	RIVERSIDE TRAFFIC SYSTEMS INC.	(662) 534-8257
12	ROADWAY PAINTED STRIPING FAST DRYING WHITE	L.F.	\$0.25	RIVERSIDE TRAFFIC SYSTEMS INC.	(662) 534-8257
13	ROADWAY GRINDING	L.F.	\$2.50	RIVERSIDE TRAFFIC SYSTEMS INC.	(662) 534-8257
14	SMALL QUANTITY 4" THERMOPLASTIC TRAFFIC STRIPE (SKIP WHITE)	L.F.	\$0.28	RIVERSIDE TRAFFIC SYSTEMS INC.	(662) 534-8257
15	SMALL QUANTITY THERMOPLASTIC TRAFFIC STRIPE (CONT. WHITE)	L.F.	\$0.80	RIVERSIDE TRAFFIC SYSTEMS INC.	(662) 534-8257
16	SMALL QUANTITY 4" THERMOPLASTIC TRAFFIC EDGE STRIPE (CONT. WHITE)	L.F.	\$0.80	RIVERSIDE TRAFFIC SYSTEMS INC.	(662) 534-8257
17	SMALL QUANTITY 4" THERMOPLASTIC TRAFFIC STRIPE (SKIP YELLOW)	L.F.	\$0.28	RIVERSIDE TRAFFIC SYSTEMS INC.	(662) 534-8257
18	SMALL QUANTITY 4" THERMOPLASTIC TRAFFIC STRIPE (CONT. YELLOW)	L.F.	\$0.80	RIVERSIDE TRAFFIC SYSTEMS INC.	(662) 534-8257
19	SMALL QUANTITY 4" THERMOPLASTIC TRAFFIC EDGE STRIPE (CONT. YELLOW)	L.F.	\$0.80	RIVERSIDE TRAFFIC SYSTEMS INC.	(662) 534-8257
20	SMALL QUANTITY 4" THERMOPLASTIC TRAFFIC DETAIL STRIPE (4" EQ. LENGTH WHITE OR	L.F.	\$1.45	SOUTHERN GENERAL	662-832-4951
21	SMALL QUANTITY THERMOPLASTIC LEGEND (WHITE)	L.F.	\$6.00	SOUTHERN GENERAL	662-832-4951

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
22	SMALL QUANTITY PAINTED CURB FACE (WHITE OR YELLOW)	L.F.	\$1.40	SOUTHERN GENERAL	662-832-4951
23	SMALL QUANTITY FAST DRYING PAINT STRIPE	L.F.	\$0.35	RIVERSIDE TRAFFIC SYSTEMS INC.	(662) 534-8257
24	SMALL QUANTITY GRINDING	L.F.	\$3.00	RIVERSIDE TRAFFIC SYSTEMS INC.	(662) 534-8257

STONE RIP RAP

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
1	100 LB. STONE	TON	NO BID	NO BID	NO BID
2	200 LB. STONE	TON	NO BID	NO BID	NO BID
3	300 LB. STONE	TON	NO BID	NO BID	NO BID
4	GABION STONE	TON	NO BID	NO BID	NO BID
5	6/10 STONE	TON	NO BID	NO BID	

WATER AND WASTEWATER TREATMENT CHEMICAL

ITEM	DESCRIPTION	UNIT	UNI	T PRICE	SUPPLIER	CONTACT
1	150 LB. CHORLINE GAS CYLINDERS	EACH	\$	45.00	HARCROS CHEMICAL	901-948-3321
2	1 TON CHORLINE GAS CYLINERS	EACH	\$	660.00	BRENNTAG MIDSOUTH	800-283-0585
3	SODIUM FLUORIDE	LBS.	\$	0.83	HARCROS CHEMICAL	901-948-3321
4	1 TON SULFUR DIOXIDE GAS CYLINDERS	LBS.	\$	0.43	HARCROS CHEMICAL	901-948-3321
5	SULFUR DIOXIDE GAS 150LB	EACH	\$	72.00	BRENNTAG MIDSOUTH	800-283-0585
	CYLINDERS					
6	HYDRATED LIME	LBS.	\$	0.21	BRENNTAG MIDSOUTH	800-283-0585
7	Aqua-Mag	GAL	\$	14.45	WOFFORD	
8	HYDROFLUOROSILICIC ACID	GAL	\$	0.46	BRENNTAG MIDSOUTH	800-283-0585

WATER SUPPLIES

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
	WATER METERS Note: All meters quoted by HD Supply Waterworks are Master Meter				
а	BOTTOM LOAD MULTI-JET MASTER METER 5/8" X 3/4" (U.S. GALLONS)	EACH	66.00	SOUTHERN PIPE	662-393-1922
b	BOTTOM LOAD MULTI-JET MASTER METER 1" (U.S. GALLONS)	EACH	140.00	SOUTHERN PIPE	662-393-1922
С	BOTTOM LOAD MULTI-JET MASTERMETER 1-1/2" (U.S. GALLONS)	EACH	293.00	SOUTHERN PIPE	662-393-1922
d	BOTTOM LOAD MULTI-JET MASTERMETER 2" (U.S. GALLONS)	EACH	475.00	SOUTHERN PIPE	662-393-1922
е	5/8" X 3/4" MASTER METER WATER METER DIALOG 3G-DS	EACH	195.00	SOUTHERN PIPE	662-393-1922
f	1 MASTERMETER WATER METER WITH TRANSCEIVER, DIALOG 3G-DS	EACH	290.00	SOUTHERN PIPE	662-393-1922
g	1 1/2" MASTERMETER WATER METER WITH TRANSCEIVER, DIALOG 3G-DS	EACH	560.00	SOUTHERN PIPE	662-393-1922
h	2" MASTERMETER WATER METER WITH TRANSCEIVER, DALOG 3G-DS	EACH	700.00	SOUTHERN PIPE	662-393-1922
i	3" OCTAVE MASTER METER	EACH	1,460.00	SOUTHERN PIPE	662-393-1922
j	4" OCTAVE MASTER METER	EACH	2,020.00	SOUTHERN PIPE	662-393-1922
k	6" OCTAVE MASTER METER	EACH	3,340.00	SOUTHERN PIPE	662-393-1922
I	8" OCTAVE MASTER METER	EACH	3,981.00	SOUTHERN PIPE	662-393-1922
m	5/8 X 3/4 BLMJ METER, LEAD FREE BODY W/ bronze BOTTOM	EACH	195.00	SOUTHERN PIPE	662-393-1922
	INTERPERTE REGISTER WITH LANDIS GYR PROTOCOL USG B12-A31-A14-0101A-1				
n	1" BLMJ METER LEAD FREE W/ bronze BOTTOM INTERPERTER REGISTER	EACH	290.00	SOUTHERN PIPE	662-393-1922
	W/LANDIS GYR PROTOCOL USG B16-A31-A14-0101A-1				
0	1-1/2 THREADED MJ (MS) METER,LEAD FREE BODY W/ INTERPRETER REGISTER	EACH	560.00	SOUTHERN PIPE	662-393-1922
	W/LANDIS GYR PROTOCOL USG M22-A00-A14-0101A-1				
р	2 THREADED MJ (MS) METER, LEAD FREE BODY W/ INTEPRETER REGISTER	EACH	700.00	SOUTHERN PIPE	662-393-1922
	W/LANDIS GYR PROTOCOL USG M24-A00-A14-0101A-1				
q	3" TURBINE METER, LEAD FREE W/INERPRETER REGISTER	EACH	1,200.00	SOUTHERN PIPE	662-393-1922

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
	W/LANDIS GYR PROTOCOL USG T32-A1-A14-0101A-1				
r	4" TURBINE METER.LEAD FREE BODY W/INTERPRETER REGISTER	EACH	1,520.00	SOUTHERN PIPE	662-393-1922
'	W/LANDIS GYR PROTOCOL USG T33-A1-A14-0101A-1	L/(O/1	1,020.00	OOO MERROTII E	002 000 1022
		EACH	0.050.00	COUTUEDN DIDE	000 000 4000
S	6" TURBINE METER, LEAD FREE BODY W/INTERPRETER REGISTER	EACH	2,350.00	SOUTHERN PIPE	662-393-1922
	W/LANDIS GYR PROTOCOL USG T34-A1-A14-0101A-1				
t	8" TURBINE METER W/LEAD FREE BODY W/INTERPRETER REGISTER	EACH	3,510.00	SOUTHERN PIPE	662-393-1922
	W/LANDIS GYR PROTOCOL USG T35-A1-A14-0101A-1				
u	10" TURBINE METER, CAST IRON BODY, W/INTERPRETER REGISTER	EACH	3,550.00	SOUTHERN PIPE	662-393-1922
	W/LANDIS GYR PROTOCOL USG W36-E1-A14-0101A-1				
2	COORPORATION STOPS				
а	FORD CORPORATION STOP -3/4" FB 1000-3G- ALL GRIP COMPRESSION	EACH	\$41.11	CENTRAL PIPE	800-844-7700
b	FORD CORPORATION STOP - 1" FB 1000 4G - ALL GRIP COMPRESSION	EACH	\$54.05	CENTRAL PIPE	800-844-7700
С	FORD CORPORATION STOP IP - IP - 1-1/2" BALL VALVE FB 500-6	EACH	\$111.15	CENTRAL PIPE	800-844-7700
d	FORD CORPORATION STOP IP X IP - 2" BALL VALVE FB 500-7	EACH	\$189.64	CENTRAL PIPE	800-844-7700
3	CURB STOPS				
	FORD CURB STOPS - 3/4" B41-333GW BALL VALVE - ALL GRIP COMPRESSION X FEMALE IP				
a	THREAD	EACH	\$37.40	SOUTHERN PIPE	662-393-1922
b	FORD CURB STOPS-IP X IP 3/4" BALL VALVE B11-333W	EACH	\$45.55	CENTRAL PIPE SUPPLY	800-844-7700
C	FORD CURB STOPS1" B41-344GW BALL VALVE-ALL GRIP COMPRESSION X FEMAILE IP THE	EACH	\$66.54	CENTRAL PIPE SUPPLY	800-844-7700
d	FORD CURB STOPS- 1" BALL VALVE B11-444W	EACH	\$69.74	CENTRAL PIPE SUPPLY	800-844-7700
e	FORD CURB STOPS IP X IP- 1 1/2" BALL VALVE B11-666W	EACH	\$140.97	CENTRAL PIPE SUPPLY	800-844-7700
T	FORD CURB STOPS- 1 1/2" BALL VALVE B41-666GW	EACH	\$167.10	CENTRAL PIPE SUPPLY	800-844-7700
g	FORD CURB STOPS- IP X IP - 2" BALL VALVE B11-777W FORD CURB STOPS- 2"- B41-777GWBALL VALVE-CTS X FIP	EACH EACH	\$205.35 \$231.20	CENTRAL PIPE SUPPLY CENTRAL PIPE SUPPLY	800-844-7700 800-844-7700
h	METER COUPLINGS	ЕАСП	\$231.20	CENTRAL FIFE SUPPLY	600-644-7700
4	FORD METER COUPLING 3/4"	EACH	\$ 8.26	CENTRAL PIPE SUPPLY	800-844-7700
b	FORD METER COUPLING 3/4	EACH	\$ 12.74	CENTRAL PIPE SUPPLY	800-844-7700
C	FORD METER COUPLING 1-1/2"	EACH	\$ 35.30	SOUTHERN PIPE	662-393-1922
d	FORD METER COUPLING 2"	EACH	\$ 49.20	SOUTHERN PIPE	662-393-1922
e	FORD METER COUPLING BUSHING 1-1/2" - BB1M-66	EACH	\$ 31.10	SOUTHERN PIPE	662-393-1922
f	FORD METER COUPLING BUSHING 2" - BB1M -77	EACH	\$ 45.10	SOUTHERN PIPE	662-393-1922
5	ALL BRASS SHALL BE ALL COMPRESSION ALL GRIP STYLE		7 .01.10		
а	FORD MALE ADAPTER -3/4" C84-33G COMPRESSION-ALL GRIP	EACH	\$ 12.74	CENTRAL PIPE SUPPLY	800-844-7700
b	FORD FEMALE ADAPTER-3/4" C14-33G COMPRESSION-ALL GRIP	EACH	\$ 13.40	CENTRAL PIPE SUPPLY	800-844-7700
С	FORD MALE ADAPTER -1" C84-44G COMPRESSION-ALL GRIP	EACH	\$ 15.10	CENTRAL PIPE SUPPLY	800-844-7700
d	FORD FEMALE ADAPTER-1" C14-44G COMPRESSION-ALL GRIP	EACH	\$ 18.20	SOUTHERN PIPE	662-393-1922
е	FORD MALE ADAPTER- 1 1/2" COMPRESSION ALL GRIP C84-66	EACH	\$ 41.30	CENTRAL PIPE SUPPLY	800-844-7700
f	FORD FEMALE ADAPTER 1 1/2" COMPRESSION ALL GRIP C14-66G	EACH	\$ 52.86	CENTRAL PIPE SUPPLY	800-844-7700
g	FORD MALE ADAPTER 2 " COMPRESSION- ALL GRIP C84-77G	EACH	\$ 60.48	CENTRAL PIPE SUPPLY	800-844-7700
h	FORD FEMALE ADAPTER- 2" COMPRESSION- ALL GRIP C14-77G	EACH	\$ 39.20	SOUTHERN PIPE	662-393-1922
i	U-BRANCH - 14" SPACING - U48-43G, 1" CTS X 3/4" MIP	EACH	\$ 63.60	SOUTHERN PIPE	662-393-1922
ن	U-BRANCH - 14" SPACING - U18-44, 1" FIP X 1" MIP	EACH	\$ 60.25	SOUTHERN PIPE	662-393-1922
6	COUPLINGS	E 4 01 1	10 10 15	OFNITO AL PIOT CUIDELY	000 044 ==00
a	GALVANIZED DRESSER COUPLING - 3/4" COMPRESSION STYLE 65	EACH	\$ 10.45	CENTRAL PIPE SUPPLY	800-844-7700
<u>b</u>	FORD BRASS FOR COPPER DRESSER COUPLING - 3/4" COMPRESSION ALL GRIP G44-33G	EACH	\$ 15.50	CENTRAL PIPE SUPPLY	800-844-7700
C	GALVANIZED DRESSER COUPLING - 1" COMPRESSION STYLE 65	EACH	\$ 11.75	CENTRAL PIPE SUPPLY	800-844-7700
d	1" FORD BRASS CTS COUPLING - C44-44G	EACH	\$ 17.77	CENTRAL PIPE SUPPLY	800-844-7700
е	GALVANIZED <u>DRESSER</u> COUPLING - 1-1/2" COMPRESSION, STYLE 65	EACH	\$ 18.00	CENTRAL PIPE SUPPLY	800-844-7700

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
f	FORD BRASS FOR COPPER DRESSER COUPLING - 1-1/2" COMPRESSION ALL GRIP C44-66G	EACH	\$ 59.43	CENTRAL PIPE SUPPLY	800-844-7700
a	GALVANIZED DRESSER COUPLING - 2" COMPRESSION , STYLE 65	EACH	\$ 23.00	CENTRAL PIPE SUPPLY	800-844-7700
h	FORD BRASS FOR COPPER DRESSER COUPLING - 2" COMPRESSION - ALL GRIP C44 -77G	EACH	\$ 80.20	SOUTHERN PIPE	662-393-1922
7	SERVICE SADDLES		*		
a	4" X 3/4" DOUBLE STRAP SADDLE, CC THREAD STYLE 202B	EACH	\$ 75.55	SOUTHERN PIPE	662-393-1922
b	4" X 1" DOUBLE STRAP SADDLE, CC THREAD	EACH	\$ 75.55	SOUTHERN PIPE	662-393-1922
С	4" X 1-1/2" DOUBLE STRAP SADDLE , IP THREAD	EACH	\$ 88.10	SOUTHERN PIPE	662-393-1922
d	4" X 2" DOUBLE STRAP SADDLE, IP THREAD	EACH	\$ 95.90	SOUTHERN PIPE	662-393-1922
е	6" X 3/4" DOUBLE STRAP SADDLE, CC THREAD	EACH	\$ 89.00	SOUTHERN PIPE	662-393-1922
f	6" X 1" DOUBLE STRAP SADDLE , CC THREAD	EACH	\$ 89.00	SOUTHERN PIPE	662-393-1922
q	6" X 1-1/2" DOUBLE STRAP SADDLE, IP THREAD	EACH	\$ 101.75	SOUTHERN PIPE	662-393-1922
h	6" X 2" DOUBLE STRAP SADDLE , IP THREAD	EACH	\$ 110.65	G&C SUPPLY	601-932-5854
	8" X 3/4" DOUBLE STRAP SADDLE, CC THREAD	EACH	\$ 110.15	SOUTHERN PIPE	662-393-1922
i	8" X 1" DOUBLE STRAP SADDLE , CC THREAD	EACH	\$ 110.15	SOUTHERN PIPE	662-393-1922
k	8" X 1-1/2" DOUBLE STRAP SADDLE , IP THREAD	EACH	\$ 115.95	SOUTHERN PIPE	662-393-1922
1	8" X 2" DOUBLE STRAP SADDLE , IP THREAD	EACH	\$ 126.00	SOUTHERN PIPE	662-393-1922
m	10" X 1-1/2" DOUBLE STRAP SADDLE , IP THREAD	EACH	\$ 149.85	SOUTHERN PIPE	662-393-1922
n	10" X 2" DOUBLE STRAP SADDLE , IP THREAD	EACH	\$ 160.90	SOUTHERN PIPE	662-393-1922
0	12" X 1-1/2" DOUBLE STRAP SADDLE, IP THREAD	EACH	\$ 180.10	SOUTHERN PIPE	662-393-1922
p	12" X 2" DOUBLE STRAP SADDLE, IP THREAD	EACH	\$ 183.35	SOUTHERN PIPE	662-393-1922
q	(Left Blank Intentionally)				
r	(Left Blank Intentionally)				
S	(Left Blank Intentionally)				
t	(Left Blank Intentionally)				
8	COUPLINGS				
а	STEEL BOLTED COUPLINGS - 2" X 12" LONG, PVC	EACH	\$51.48	CONSOLIDATED PIPE	662-841-1270
b	STEEL BOLTED COUPLINGS - 3" X 12" LONG, PVC	EACH	\$65.06	CONSOLIDATED PIPE	662-841-1270
С	STEEL BOLTED COUPLINGS - 4" X 12" LONG PVC DR21	EACH	\$82.63	CONSOLIDATED PIPE	662-841-1270
d	STEEL BOLTED COUPLINGS - 6" X 12" LONG PVC DR21	EACH	\$139.73	CONSOLIDATED PIPE	662-841-1270
е	STEEL BOLTED COUPLINGS - 8" X 12" LONG PVC DR 21	EACH	\$167.59	CONSOLIDATED PIPE	662-841-1270
f	STEEL BOLTED COUPLINGS - 10" X 12" LONG PVC DR 21	EACH	\$178.20	CONSOLIDATED PIPE	662-841-1270
g	STEEL BOLTED COUPLINGS - 12" X 12" LONG PVC DR 21	EACH	\$241.50	CONSOLIDATED PIPE	662-841-1270
	FULL CIRCLE CLAMPS FORD ONLY (FOR USE WITH DUCTILE IRON PIPE) NOTE: ALL				
9	VALVES AND DUCTILE IRON FITTINGS TO BE DOMESTIC				
а	FORD FULL CIRCLE CLAMP - ALL STAINLESS - 2" X 12" LONG	EACH	\$45.09	CONSOLIDATED PIPE	662-841-1270
b	FORD FULL CIRCLE CLAMP - ALL STAINLESS - 4" X 12" LONG	EACH	\$61.86		662-841-1270
С	FORD FULL CIRCLE CLAMP - ALL STAINLESS - 6" X 12" LONG	EACH	\$72.25		662-393-1922
d	FORD FULL CIRCLE CLAMP - ALL STAINLESS - 8" X 12" LONG	EACH	\$84.70		662-393-1922
е	FORD FULL CIRCLE CLAMP - ALL STAINLESS - 10" X 12" LONG	EACH	\$114.50		662-393-1922
f	FORD FULL CIRCLE CLAMP - ALL STAINLESS - 12" X 12" LONG	EACH	\$132.50		662-841-1270
g	FORD FULL CIRCLE CLAMP - ALL STAINLESS - 16" X 12" LONG	EACH	\$236.50	CONSOLIDATED PIPE	662-841-1270
10	SOLID SLEEVES DOMESTIC FITTINGS ONLY				
а	SOLID SLEEVES - 4" (4" X 12" LONG WITH ACCESSORIES)	EACH	\$30.00		662-841-1270
b	SOLID SLEEVES - 6" (6" X 12" LONG WITH ACCESSORIES)	EACH	\$50.00		662-841-1270
С	SOLID SLEEVES - 8" (8" X 12" LONG WITH ACCESSORIES)	EACH	\$81.00		662-841-1270
d	SOLID SLEEVES - 10" (10" X 12" LONG WITH ACCESSORIES)	EACH	\$97.00		662-841-1270
е	SOLID SLEEVES - 12" (12" X 12" LONG WITH ACCESSORIES)	EACH	\$130.00		662-841-1270
f	SOLID SLEEVES - 16" (16" X 12" ONG WITH ACCESSORIES)	EACH	\$248.00	CONSOLIDATED PIPE	662-841-1270
11	DUCTILE IRON FITTINGS				
а	DUCTILE IRON 90 WITH ACCESSORIES - 3"	EACH	\$31.00		662-841-1270
b	DUCTILE IRON 90 WITH ACCESSORIES - 4"	EACH	\$33.00		662-841-1270
С	DUCTILE IRON 90 WITH ACCESSORIES - 6"	EACH	\$55.00		662-841-1270
d	DUCTILE IRON 90 WITH ACCESSORIES - 8"	EACH	\$79.00	CONSOLIDATED PIPE	662-841-1270

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
е	DUCTILE IRON 90 WITH ACCESSORIES - 10"	EACH	\$126.00	CONSOLIDATED PIPE	662-841-1270
f	DUCTILE IRON 90 WITH ACCESSORIES - 12"	EACH	\$162.00	SOUTHERN PIPE	662-393-1922
g	DUCTILE IRON 90 WITH ACCESSORIES - 16"	EACH	\$348.00	SOUTHERN PIPE	662-393-1922
h	DUCTILE IRON 45 WITH ACCESSORIES - 3"	EACH	\$27.00	CONSOLIDATED PIPE	662-841-1270
i	DUCTILE IRON 45 WITH ACCESSORIES - 4"	EACH	\$27.00	CONSOLIDATED PIPE	662-841-1270
i	DUCTILE IRON 45 WITH ACCESSORIES - 6"	EACH	\$44.00	CONSOLIDATED PIPE	662-841-1270
k	DUCTILE IRON 45 WITH ACCESSORIES - 8"	EACH	\$65.00	CONSOLIDATED PIPE	662-841-1270
1	DUCTILE IRON 45 WITH ACCESSORIES - 10"	EACH	\$94.00	CONSOLIDATED PIPE	662-841-1270
m	DUCTILE IRON 45 WITH ACCESSORIES - 12"	EACH	\$139.00	SOUTHERN PIPE	662-393-1922
n	DUCTILE IRON 45 WITH ACCESSORIES - 16"	EACH	\$261.00	SOUTHERN PIPE	662-393-1922
0	DUCTILE IRON TEE WITH ACCESSORIES- 3"	EACH	\$41.00	CONSOLIDATED PIPE	662-841-1270
р	DUCTILE IRON TEE WITH ACCESSORIES- 4"	EACH	\$44.00	CONSOLIDATED PIPE	662-841-1270
q	DUCTILE IRON TEE WITH ACCESSORIES - 6"	EACH	\$79.00	CONSOLIDATED PIPE	662-841-1270
r	DUCTILE IRON TEE WITH ACCESSORIES - 8"	EACH	\$119.00	CONSOLIDATED PIPE	662-841-1270
S	DUCTILE IRON TEE WITH ACCESSORIES - 10"	EACH	\$170.00	CONSOLIDATED PIPE	662-841-1270
t	DUCTILE IRON TEE WITH ACCESSORIES - 12"	EACH	\$228.00	SOUTHERN PIPE	662-393-1922
u	DUCTILE IRON TEE WITH ACCESSORIES - 16"	EACH	\$492.00	SOUTHERN PIPE	662-393-1922
v	DUCTILE IRON REDUCER WITH ACCESSORIES - 4" X 3"	EACH	\$28.00	CONSOLIDATED PIPE	662-841-1270
w	DUCTILE IRON REDUCER WITH ACCESSORIES - 6" X 4"	EACH	\$31.00	CONSOLIDATED PIPE	662-841-1270
X	DUCTILE IRON REDUCER WITH ACCESSORIES - 8" X 4"	EACH	\$43.00	CONSOLIDATED PIPE	662-841-1270
	DUCTILE IRON REDUCER WITH ACCESSORIES - 8" X 6"	EACH	\$46.00	CONSOLIDATED PIPE	662-841-1270
Z	DUCTILE IRON REDUCER WITH ACCESSORIES - 10" X 8"	EACH	\$65.00	CONSOLIDATED PIPE	662-841-1270
aa	DUCTILE IRON REDUCER WITH ACCESSORIES - 12" X 10"	EACH	\$89.00	CONSOLIDATED PIPE	662-841-1270
bb	DUCTILE IRON CAP WITH ACCESSORIES - 4"	EACH	\$12.00	CONSOLIDATED PIPE	662-841-1270
CC	DUCTILE IRON CAP WITH ACCESSORIES - 6"	EACH	\$22.00	CONSOLIDATED PIPE	662-841-1270
dd	DUCTILE IRON CAP WITH ACCESSORIES - 8"	EACH	\$36.00	CONSOLIDATED PIPE	662-841-1270
ee	DUCTILE IRON CAP WITH ACCESSORIES - 10"	EACH	\$45.00	CONSOLIDATED PIPE	662-841-1270
ff	DUCTILE IRON CAP WITH ACCESSORIES - 12"	EACH	\$68.00	CONSOLIDATED PIPE	662-841-1270
gg	DUCTILE IRON CAP WITH ACCESSORIES - 16"	EACH	\$132.00	SOUTHERN PIPE	662-393-1922
99	DUCTILE IRON PLUG WITH ACCESSORIES - 4"	EACH	\$15.00	CONSOLIDATED PIPE	662-841-1270
ii	DUCTILE IRON PLUG WITH ACCESSORIES - 6'	EACH	\$29.00	CONSOLIDATED PIPE	662-841-1270
	DUCTILE IRON PLUG WITH ACCESSORIES - 8"	EACH	\$43.00	CONSOLIDATED PIPE	662-841-1270
kk	DUCTILE IRON PLUG WITH ACCESSORIES - 10"	EACH	\$74.00	SOUTHERN PIPE	662-393-1922
II II	DUCTILE IRON PLUG WITH ACCESSORIES - 12"	EACH	\$74.50	SOUTHERN PIPE	662-393-1922
mm	DUCTILE IRON PLUG WITH ACCESSORIES - 16"	EACH	\$179.00	SOUTHERN PIPE	662-393-1922
2	TAPPING VALVES AND SLEEVES	Entori	ψ170.00	OOOMERRYNE	002 000 1022
<u>-</u>	3" FLANGED X MJ GATE VALVE	EACH	\$256.00	CONSOLIDATED PIPE	662-841-1270
a	4" FLANGED X MJ GATE VALVE	EACH	\$287.00	CONSOLIDATED FIFE	662-841-1270
C	6" FLANGED X MJ GATE VALVE	EACH	\$384.00	CONSOLIDATED PIPE	662-841-1270
<u> </u>	8" FLANGED X MJ GATE VALVE	EACH	\$590.00	CONSOLIDATED PIPE	662-841-1270
e	10" FLANGED X MJ GATE VALVE	EACH	\$954.00	CONSOLIDATED PIPE	662-841-1270
e	12" FLANGED X MJ GATE VALVE	EACH	\$1,119.00	CONSOLIDATED PIPE	662-841-1270
q	TAPPING SLEEVE (STANLESS STEEL WITH CARBON FLANGE) - 4" X 4"	EACH	\$253.00	CONSOLIDATED FIFE	662-841-1270
<u> </u>	TAPPING SLEEVE (STANLESS STEEL WITH CARBON FLANGE) - 6" X 4"	EACH	\$277.00	CONSOLIDATED PIPE	662-841-1270
<u></u>	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) - 6" X 6"	EACH	\$284.00	CONSOLIDATED PIPE	662-841-1270
 -	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) - 8" X 4"	EACH	\$305.00	CONSOLIDATED FIFE	662-841-1270
k	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) - 8" X 6"	EACH	\$324.00	CONSOLIDATED PIPE	662-841-1270
<u>``</u>	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) - 8" X' 8"	EACH	\$413.00	CONSOLIDATED PIPE	662-841-1270
m	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) - 10"X4"	EACH	\$335.00	CONSOLIDATED FIFE	662-841-1270
n	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) 10" X 6"	EACH	\$358.00	CONSOLIDATED PIPE	662-841-1270
0	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) 10" X 8"	EACH	\$435.00	CONSOLIDATED FIFE	662-841-1270
p	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) 10" X 0"	EACH	\$641.00	CENTRAL PIPE SUPPLY	800-844-7700
<u>р</u>	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) 10 X 10 TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) 12" X 4"	EACH	\$370.00	CONSOLIDATED PIPE	662-841-1270
Ч	TIALL ING SEEEVE (STAINLESS STEEL WITH CARDON FLANGE) 12 A 4	EACH	\$370.00	CONSOLIDATED FIFE	002-041-1270

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
r	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) 12" X 6"	EACH	\$399.00	CONSOLIDATED PIPE	662-841-1270
S	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) 12" X 8"	EACH	\$470.00	CONSOLIDATED PIPE	662-841-1270
t	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) 12" X 10"	EACH	\$669.78	CENTRAL PIPE SUPPLY	800-844-7700
u	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) 12" X 12"	EACH	\$774.00	CENTRAL PIPE SUPPLY	800-844-7700
3	MISC. WATER DEPT. SUPPLIES (ALL GATE VALVES TO BE DOMESTIC)				
а	CAST IRON METER BOX - 19 1/2" LONG X 10 1/2" WIDE X 10" DEEP	EACH	27.00	CONSOLIDATED PIPE	662-841-1270
b	CAST IRON METER BOX - 24" LONG X 13 3/4" WIDE X 13" DEEP	EACH	78.00	CONSOLIDATED PIPE	662-841-1270
С	GATE VALVE - CLASS 50 MECHANICAL JOINT WITH ACCESSORIES - 3"	EACH	279.00	CONSOLIDATED PIPE	662-841-1270
d	GATE VALVE - CLASS 50 MECHANICAL JOINT WITH ACCESSORIES - 4"	EACH	313.00	CONSOLIDATED PIPE	662-841-1270
е	GATE VALVE - CLASS 50 MECHANICAL JOINT WITH ACCESSORIES - 6"	EACH	398.00	CONSOLIDATED PIPE	662-841-1270
f	GATE VALVE - CLASS 50 MECHANICAL JOINT WITH ACCESSORIES - 8"	EACH	630.00	CONSOLIDATED PIPE	662-841-1270
q	GATE VALVE - CLASS 50 MECHANICAL JOINT WITH ACCESSORIES - 10"	EACH	985.00	CONSOLIDATED PIPE	662-841-1270
h	GATE VALVE - CLASS 50 MECHANICAL JOINT WITH ACCESSORIES - 12"	EACH	1.246.00	CONSOLIDATED PIPE	662-841-1270
i	GATE VALVE - CLASS 50 MECHANICAL JOINT WITH ACCESSORIES - 16"	EACH	\$4,160.00	CENTRAL PIPE SUPPLY	800-844-7700
i	CLASS 50 SLIP JOINT DUCTILE IRON PIPE - 3"	L.F.	\$40.00	CENTRAL PIPE SUPPLY	800-844-7700
k	CLASS 50 SLIP JOINT DUCTILE IRON PIPE - 4"	L.F.	\$19.10	CENTRAL PIPE SUPPLY	800-844-7700
Ī	CLASS 50 SLIP JOINT DUCTILE IRON PIPE - 6"	L.F.	\$15.39	CENTRAL PIPE SUPPLY	800-844-7700
m	CLASS 50 SLIP JOINT DUCTILE IRON PIPE - 8"	L.F.	\$18.90	CENTRAL PIPE SUPPLY	800-844-7700
n	CLASS 50 SLIP JOINT DUCTILE IRON PIPE - 10"	L.F.	\$22.60	CENTRAL PIPE SUPPLY	800-844-7700
0	CLASS 50 SLIP JOINT DUCTILE IRON PIPE - 12"	L.F.	\$29.00	CENTRAL PIPE SUPPLY	800-844-7700
D	C-900 CLASS 200 DR21: PVC WATER PIPE - 2"	L.F.	\$0.46	CONSOLIDATED PIPE	662-841-1270
q	C-900 CLASS 200; DR 14; PVC WATER PIPE - 4"	L.F.	\$2.67	CONSOLIDATED PIPE	662-841-1270
r	C-900 CLASS 200; DR 14; PVC WATER PIPE - 6"	L.F.	\$5.22	CONSOLIDATED PIPE	662-841-1270
S	C-900 CLASS 200; DR 14; PVC WATER PIPE - 8"	L.F.	\$8.97	CONSOLIDATED PIPE	662-841-1270
t	C-900 CLASS 200; DR 14; PVC WATER PIPE - 10"	L.F.	\$13.65	CONSOLIDATED PIPE	662-841-1270
u	C-900 CLASS 200; DR 14; PVC WATER PIPE - 12"	L.F.	\$19.27	CONSOLIDATED PIPE	662-841-1270
v	RESTRAINING GLANDS - MEGA LUG OR ALL GRIP - 3"	EACH	\$15.00	CONSOLIDATED PIPE	662-841-1270
W	RESTRAINING GLANDS - MEGA LUG OR ALL GRIP - 4"	EACH	\$16.00	CONSOLIDATED PIPE	662-841-1270
X	RESTRAINING GLANDS - MEGA LUG OR ALL GRIP - 6"	EACH	\$18.00	SOUTHERN PIPE	662-393-1922
	RESTRAINING GLANDS - MEGA LUG OR ALL GRIP - 8"	EACH	\$28.00	SOUTHERN PIPE	662-393-1922
Z	RESTRAINING GLANDS - MEGA LUG OR ALL GRIP - 10"	EACH	\$41.00	CONSOLIDATED PIPE	662-841-1270
aa	RESTRAINING GLANDS - MEGA LUG OR ALL GRIP - 12"	EACH	\$59.00	SOUTHERN PIPE	662-393-1922
bb	RESTRAINING GLANDS - MEGA LUG OR ALL GRIP - 16"	EACH	\$112.00	CONSOLIDATED PIPE	662-841-1270
	M & H - 3 WAY FIRE HYDRANT- SAFETY YELLOW- 5-1/4" - 200 PSI WORKING PRESSURE- 400		\$1.2.00		302 3 11 12/3
	PSI HYDROSTATIC PRESSURE- WITH MECHANICAL JOINT ACCESSORIES- 3' BURY-STYLE				
СС	129	EACH	\$1,336.91	CENTRAL PIPE SUPPLY	800-844-7700
	M & H - 3 WAY FIRE HYDRANT- SAFETY YELLOW- 5-1/4" - 200 PSI WORKING PRESSURE- 400	L/(OI)	ψ1,000.01	OLIVINAL I II L COI I L I	000 044 7700
	PSI HYDROSTATIC PRESSURE- WITH MECHANICAL JOINT ACCESSORIES- 4' BURY-STYLE				
dd	129	EACH	\$1,420.00	CENTRAL PIPE SUPPLY	800-844-7700
uu	M & H - 3 WAY FIRE HYDRANT- SAFETY YELLOW- 5-1/4" - 200 PSI WORKING PRESSURE- 400	LAUIT	ψ1,720.00	OLITINAL FIFL GUFFLI	000-044-1100
	PSI HYDROSTATIC PRESSURE- WITH MECHANICAL JOINT ACCESSORIES- 5' BURY-STYLE				
ee	129	EACH	\$1,472.00	CENTRAL PIPE SUPPLY	800-844-7700
55	INSTA VALVES	LAUN	ψ1,412.00	CLITINAL FIFE SUFFLI	000-044-7700
a	4" INSTA-VALVE	EACH	\$3.800.00	G&C SUPPLY	601-932-5854
d	6" INSTA-VALVE	EACH	\$4,200.00	G&C SUPPLY	601-932-5854

SEWER PIPE - PVC

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
1	4" - SDR 40- PVC	500 L.F.	1.60	CONSOLIDATED PIPE	662-841-1270
2	4" - SDR 21 - PVC	200 L.F.	1.47	CONSOLIDATED PIPE	662-841-1270
3	6" - SDR 21 - PVC	500 L.F.	3.11	CONSOLIDATED PIPE	662-841-1270
4	8" SDR 21- PVC	500 L.F.	5.27	CONSOLIDATED PIPE	662-841-1270
5	18"SDR 21-PVC	500 L.F.	35.00	CONSOLIDATED PIPE	662-841-1270

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
6	4" - SDR 26 - PVC	100 L.F.	1.12	CONSOLIDATED PIPE	662-841-1270
7	6" - SDR 26 - PVC	1500 L.F.	2.40	CONSOLIDATED PIPE	662-841-1270
8	8" - SDR 26 - PVC	3000 L.F.	4.31	CONSOLIDATED PIPE	662-841-1270
9	10" - SDR 26 - PVC	1500 L.F.	6.70	CONSOLIDATED PIPE	662-841-1270
10	12" - SDR 26 -PVC	500 L.F.	9.65	CONSOLIDATED PIPE	662-841-1270
11	15" - SDR 26- PVC	500 L.F.	14.65	CONSOLIDATED PIPE	662-841-1270
12	18" SDR 26-PVC	500 L.F.	19.70	CONSOLIDATED PIPE	662-841-1270

VIDEO MONITORING

	Accept both bids due to confusion in having to calculate who was lowest bid based on the length of run and service or mobilization charges. Both contractors are able to provide services.							
ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	662-832-4951			
1	MINIMUM SERVICE CHARGE	LS.	375.00	SOUTHERN GENERAL CONTRACTORS	662-587-1058			
2	6" TO 12" SEWER LINE	L.F.	1.35	SOUTHERN GENERAL CONTRACTORS	662-832-4951			
3	8" TO 12" SEWER LINE	L.F.	1.35	SOUTHERN GENERAL CONTRACTORS	662-832-4951			
4	15" TO 18" SEWER LINE	L.F.	1.35	SOUTHERN GENERAL CONTRACTORS	662-587-1058			
5	21" TO 24" SEWER LINE	L.F.	1.95	SOUTHERN GENERAL CONTRACTORS	662-832-4951			
6	36" TO 54" SEWER LINE	L.F.	1.95	SOUTHERN GENERAL CONTRACTORS	662-832-4951			
7	MOBILIZATION	LS.	175.00	SOUTHERN GENERAL CONTRACTORS				
8	VIDEO INSPECTION W/ LOCATE	L.F.	2.85	SOUTHERN GENERAL CONTRACTORS	662-587-1058			
9	VIDEO INSPECTION W/GPS LOCATE	L.F.	NO BID	SOUTHERN GENERAL CONTRACTORS	662-587-1058			

Accept both bids due to confusion in having to calculate who was lowest bid based on the length of run and service or mobilization charges. Both contractors are able to provide services.

1	MINIMUM SERVICE CHARGE	LS.	450.00	M&M	CONTACT
2	6" TO 12" SEWER LINE	L.F.	1.30	M&M	662-587-1058
3	8" TO 12" SEWER LINE	L.F.	1.35	M&M	662-832-4951
4	15" TO 18" SEWER LINE	L.F.	1.35	M&M	662-832-4951
5	21" TO 24" SEWER LINE	L.F.	1.90	M&M	662-587-1058
6	36" TO 54" SEWER LINE	L.F.	1.95	M&M	662-832-4951
7	MOBILIZATION	LS.	200.00	M&M	
8	VIDEO INSPECTION W/ LOCATE	L.F.	\$1.50	M&M	
9	VIDEO INSPECTION W/GPS LOCATE	L.F.	\$2.50	M&M	662-587-1058

PIPE CLEANING

	Accept both bids due to confusion in having to calculate who was lowest bid based on the length of	run and service or i	moblization charges. Both	contractors are able to provide services.	
ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
1	6" TO 8" SEWER LINE	L.F.	1.35	SOUTHERN GENERAL OR M&M	662-587-1058
2	8" TO 10" SEWER LINE	L.F.	1.35	SOUTHERN GENERAL OR M&M	662-832-4951
3	12" TO 15" SEWER LINE	L.F.	1.75	SOUTHERN GENERAL OR M&M	662-587-1058
4	18" TO 21" SEWER LINE	L.F.	2.00	SOUTHERN GENERAL OR M&M	662-832-4951
5	24" AND LARGER STORM DRAINS	L.F.	2.00	SOUTHERN GENERAL OR M&M	662-587-1058
6	MANHOLE CLEANING	HR.	175.00	SOUTHERN GENERAL OR M&M	662-832-4951
7	MOBILIZATION	L.S.	175.00	SOUTHERN GENERAL OR M&M	662-587-1058
8	MINIMUM SERVICE CHARGE	L.S.	375.00	SOUTHERN GENERAL OR M&M	662-832-4951
	Accept both bids due to confusion in having to calculate who was lowest bid based on the length of i	run and service or i	Toblization charges. Both	contractors are able to provide services.	CONTACT
1	6" TO 8" SEWER LINE	L.F.	1.30	M&M	
2	8" TO 10" SEWER LINE	L.F.	1.35	M&M	662-587-1058
3	12" TO 15" SEWER LINE	L.F.	1.75	M&M	662-587-1058
4	18" TO 21" SEWER LINE	L.F.	1.95	M&M	662-587-1058
5	24" AND LARGER STORM DRAINS	L.F.	2.00	M&M	662-832-4951
6	MANHOLE CLEANING	HR.	185.00	M&M	662-587-1058

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
7	MOBILIZATION	L.S.	200.00	M&M	662-587-1058
8	MINIMUM SERVICE CHARGE	L.S.	450.00	M&M	662-587-1058

ROOT CUTTING

	Accept both bids due to confusion in having to calculate who was lowest bid based on the length of run and service or mobilization charges. Both contractors are able to provide services.					
ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER		
1	6" SEWER LINES	L.F.	1.80	M&M	662-587-1058	
2	8" SEWER LINES	L.F.	1.80	M&M	662-587-1058	
3	10" SEWER LINES	L.F.	1.95	M&M	662-587-1058	
4	12" SEWER LINES	L.F.	2.00	M&M	662-587-1058	

Accept both bids due to confusion in having to calculate who was lowest bid based on the length of run and service or mobilization charges. Both contractors are able to provide services.							
1	6" SEWER LINES	L.F.	2.00	SOUTHERN GENERAL CONTRACTORS	662-832-4951		
2	8" SEWER LINES	L.F.	2.00	SOUTHERN GENERAL CONTRACTORS	662-832-4951		
3	10" SEWER LINES	L.F.	2.00	SOUTHERN GENERAL CONTRACTORS	662-832-4951		
4	12" SEWER LINES	L.F.	2.00	SOUTHERN GENERAL CONTRACTORS	662-832-4951		

ROOT KILLING (MN. OF 400')

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	
1	ROOT X 400' TO 1000'	L.F.	\$ 3.00	M&M	662-587-1058
2	ROOT X 1001' TO 2000'	L.F.	\$ 3.00	M&M	662-587-1058
3	ROOT X 2001' AND UP	L.F.	\$ 3.00	M&M	662-587-1058

SEWER VACUUMING

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	
1	VACUUM TRUCK	HR.	\$ 185.00	M&M	662-587-1058

SMOKE TESTING

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
1	SMOKE TEST SEWER LINE	L.F.	\$ 1.00	M&M	662-587-1058

EROSION CONTROL

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
1	TEMPORARY SILT FENCE	L.F.	\$ 3.85	WILLIAMS TOTAL EROSION CONTROL	662-816-6283
2	TEMP HAY CHECKS	EACH	\$ 8.50	WILLIAMS TOTAL EROSION CONTROL	662-816-6283
3	GROUND PREP	ACRE	\$ 500.00	WILLIAMS TOTAL EROSION CONTROL	662-816-6283
4	AGRICULTURE LIMESTONE	TON	\$ 150.00	WILLIAMS TOTAL EROSION CONTROL	662-816-6283
5	COMMERCIAL FERTILIZER 13-13-13	TON	\$ 675.00	WILLIAMS TOTAL EROSION CONTROL	662-816-6283
6	BERMUDA GRASS SEDDING	ACRE	\$ 325.00	WILLIAMS TOTAL EROSION CONTROL	662-816-6283
7	WINTER GRASS SEEDING	ACRE	\$ 300.00	WILLIAMS TOTAL EROSION CONTROL	662-816-6283
8	SOLID SODDING(COMMON BERMUDA)	SQUARE YARD	\$ 3.75	WILLIAMS TOTAL EROSION CONTROL	662-816-6283
9	BERMUDA GRASSSING AND PLANT ESTABLISHMENT	ACRE	\$ 1,550.00	WILLIAMS TOTAL EROSION CONTROL	662-816-6283
10	WINTER GRASSING ANDS PLANT ESTABLISHMENT	ACRE	\$ 1,450.00	WILLIAMS TOTAL EROSION CONTROL	662-816-6283
11	CHEMICAL WEED TREATMENT MSMA (OR EQUAL)	ACRES	\$ 110.00	WILLIAMS TOTAL EROSION CONTROL	662-816-6283
12	CHEMICAL GRASS CONTROL ROUNDUP (OR EQUAL)	ACRES	\$ 100.00	CLASSIC LAWN (ARBUCKLE)	816-3965
13	2 MAN CREW (FOR SEDIMENT CLEANUP)	HOUR	\$ 65.00	WILLIAMS TOTAL EROSION CONTROL	662-816-6283
14	BACKHOE WITH OPERATOR (FOR SEDIMENT CLEANUP)	HOUR	\$ 150.00	WILLIAMS TOTAL EROSION CONTROL	662-816-6283
15	SKID STEER WITH OPERATOR (FOR SEDIMENT CLEANUP)	HOUR	\$ 150.00	WILLIAMS TOTAL EROSION CONTROL	662-816-6283
16	SKID STEER WITH SWEEPER ATTACHMENT (FOR SEDIMENT CLEANUP)	HOUR	\$ 200.00	WILLIAMS TOTAL EROSION CONTROL	662-816-6283
17	SMALL DUMP TRUCK OR DUMPTRAILER WITH DRIVER (FOR SEDIMENT CLEANUP)	HOUR	\$ 200.00	WILLIAMS TOTAL EROSION CONTROL	662-816-6283
18	BUSH HOGGING	ACRE	\$ 255.00	WILLIAMS TOTAL EROSION CONTROL	662-816-6283

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
19	FLEX-A-MAT	S.F.	\$ 3.91	SOUTHERN PIPE	662-393-1922

MISC CONSTRUCTION

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
1	CONCRETE SIDEWALK	SQ. FT.	NO BID	NO BID	NO BID
2	COMB. CURB & GUTTER	LIN. FT.	NO BID	NO BID	NO BID
3	SIDEWALK REMOVAL	LIN. FT.	NO BID	NO BID	NO BID
4	CURB & GUTTER REMOVAL	LIN. FT.	NO BID	NO BID	NO BID
5	SS-2 CURB INLET W/ MANWAY	EACH	NO BID	NO BID	NO BID
6	SS-2 CURB INLET TOP	EACH	NO BID	NO BID	NO BID
7	SS-3 SURFACE INLET	EACH	NO BID	NO BID	NO BID

ENVIRONMENTAL SERVICES Suppliers List

2021-2022

	Supplier		Wastequip
ITEM NO.	ITEM DESCRIPTION	Unit	PRICE
1	H.D. 20 yrd rolloff open top	Ea.	8,343.50
2	H.D. 30 yrd. Rolloff open top	Ea.	9,601.50
3	H.D. 40 yrd. Rolloff open top	Ea.	10,998.50
4	Standard 20 yrd. Rolloff open top	Ea.	6,952.50
5	Standard 30 yrd. Rolloff open top	Ea.	7,776.50
6	Standard 40 yrd. Rolloff open top	Ea.	8,981.50
7	H.D. tub style 20 yrd. roll off closed top	Ea.	12,211.00
8	H.D. tub style 30 yrd. Roll off closed top	Ea.	12,604.00
9	H.D. tub style 40 yrd. Roll off closed top	Ea.	13,862.00
10	Standard tub style 20 yrd. Roll off closed top	Ea.	11,170.00
11	Standard tub style 30 yrd. Roll off closed top	Ea.	11,213.00
12	Standard tub sytle 40 yrd. Roll off closed top	Ea.	12,037.00
	DUMPSTERS		
13	Flat 2 yd. Front end load container	Ea.	782.57
14	Flat 4 yd. Front end load container	Ea.	1,119.00
15	Flat 6 yd. Front end load container	Ea.	1,501.71
16	Flat 8 yd. Front end load container	Ea.	1,767.25
17	Flat 10 yd. Front end load container	Ea.	2,224.43
18	Slat 2 yd Front end load container	Ea.	781.57
19	Slat 4 yd Front end load container	Ea.	1,094.10
20	Slat 6 yd Front end load container	Ea.	1,479.25
21	Slat 8 yd Front end load container	Ea.	1,764.43
22	Slat 10 yd Front end load container	Ea.	No Bid



MEMORANDUM

To: Board of Alderman

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

CC:

Date: September 21, 2021

Re: Request Permission to Advertise—Alexa and Corley Beth Inlet Repairs

Staff requests permission to advertise for the Alexa and Corley Beth Inlet Repair project in the Goose Creek Estates subdivision. The project will replace seven (7) existing inlets to correct deficiencies that have developed since the subdivision was originally constructed. This project is budgeted in the Fiscal Year beginning October 1, 2021 and there are funds available. Construction plans and bid documents are prepared and ready for advertisement upon authorization from the Board.

Staff requests permission to advertise for the Alexa and Corley Beth Inlet Repair project.



MEMORANDUM

To: Board of Alderman

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

CC: Jimmy Allgood, Emergency Management Director

Date: September 21, 2021

Contract with Headwaters Natural Resources Consulting for professional

Re: services related to the Bailey Branch/Burney Branch Hazard Mitigation Grant

Program project

Staff recommends that the Board enter into a contract for professional services with Headwater Natural Resources Consulting to prepare an Environmental Assessment (EA) as requested and required by FEMA/MEMA for further consideration of the Bailey Branch/Burney Branch improvement project. The City applied for the \$675,500 grant through the Hazard Mitigation Grant Program earlier in the year and the application has been successful in the first phases of consideration. An Environmental Assessment is now required and the scope is beyond what Engineering Staff has resources to complete. The contract is not to exceed \$24,000.00 and will likely be less. There are funds available in the approved Fiscal Year budget beginning October 1, 2021.

Staff recommends the Board enter into a contract with Headwaters Natural Resources Consulting for professional services related to the Bailey Branch/Burney Branch Hazard Mitigation Grant Program project.



September 17, 2021

Via Email: john@oxfordms.net

Mr. John Crawley, P.E. City of Oxford 107 Courthouse Square Oxford, MS 38655

RE: Bailey Branch

City of Oxford

Environmental Assessment

Dear Mr. Crawley:

We appreciate the opportunity to assist the City of Oxford with the proposed improvements along Bailey Branch. This budget estimate includes the preparation of an Environmental Assessment (EA) in accordance with the National Environmental Policy Act (NEPA) of 1969, as amended, and pursuant to the Council on Environmental Quality's (CEQ's) regulations for implementing NEPA (40 CFR 1500-1508), and 42 U.S.C. 4321 eq seq.

The EA will evaluate and document the social, economic, and environmental impacts associated with the improvements of Bailey Branch.

A major component of the assessment methodology includes on-the-ground resource assessments to determine potential resource impacts that would be covered under the NEPA assessment guidelines. Components of the EA document are outlined in the *Guidelines for the Preparation of Environmental Assessment* (FEMA).

As noted, we will complete the required assessment and documentation for each of the required resource categories and coordinate with all the pertinent State and Federal resource agencies. We would assist with addressing public comments that may be received. In addition, we will provide the documentation for submittal to the MEMA/FEMA for their review, approval, and issuance of a Finding of No Significant Impact (FONSI).

Based upon the scope of services required, we would propose that we complete the NEPA EA assessments and documentation activities for the project on an hourly basis with an estimated not to exceed budget of \$24,000.00. In addition, we would propose to invoice for our services monthly through the course of the project.

We understand that this fee could seem excessive in relation to the project. However, we have recently assisted on projects of this nature and have found that the communication with FEMA tends to correlate with additional time spent to obtain the approval. Be assured that we will only bill for time spent on the project.

Please note that this scope and cost estimate does not include any permit applications or submittals for the proposed project.

We appreciate the opportunity to assist you with this project. If you have any questions or need any additional information, please do not hesitate to contact us. If acceptable, please sign below and return.

Sincerely,

Walt Dinkelacker Headwaters, Inc.

Walt 2-1



To: Board of Alderman

From: Mark Levy

CC: Bart Robinson, Michelle Robinson

Date: September 21, 2021

Re: Authorize Lafayette County Master Gardeners to participate in the Adopt-a-

Street Program

Environmental Services has collaborated with the Oxford Garden Club and Lafayette County Master Gardeners (LCMG) to develop an Adopt-a-Street program for the City of Oxford. The Board of Alderman discussed the program at a work session this Spring and agreed to allow for signage on public right-of-way with an annual commitment from an organization. Enclosed are the following documents:

- Agreement signed by Lafayette County Master Gardeners President
- Map of pickup areas and location of signage
- Proposed signage
- Participants signed waivers (14 members)

Per the terms of the agreement, no participants are allowed to clean up without a signed liability waiver. Environmental services has recieved signed waivers from the following LCMG members: Bobbie Holt, Betty Lou Zinn, Linda Noonan, Suzanne White, Susan Laney, Margie, McLeod, Karen Travillo, Joe Ann Marshall Allen, Pattye Wilson, Sharon Hawkins, Nancy Kesselring, Keri Dibrell, Jan Henning, Suzanne Atkins, and Patricia Lowe. Staff is recommending approval of future participants contingent on a signed liability waiver.

City of Oxford Adopt-a-Street Program Adoption Agreement

Lafoyette County

OVERVIEW AND ADMINISTRATION:

- The GROUP agrees to adopt at least one, and no more than three (3) public roadway(s) for a minimum of two years for initial agreements. Subsequent renewals will be for one year.
- GROUPS and Individuals participate at their own risk. The GROUP agrees to hold harmless the City of Oxford and its employees from all liability, judgement, costs, expenses, and claims growing out of damages or alleged damages of any nature whatsoever to any person or property from the performance or non-performance of the Adopt-a-Street Program.
- The City will provide two (18" x 24") street signs that acknowledge the GROUP's name as displayed below:



- If the GROUP requests a name change on their sign after it is ordered, they will be charged for the cost of the sign.
- The GROUP shall designate two contact people and shall keep their contact information current at all times.
- The GROUP agrees to submit a report to the City of Oxford Environmental Coordinator each time
 a cleanup occurs, including the date of the cleanup, names of all participants, number of hours spent,
 number of bags of refuse collected and other such information as requested by the City. Pictures should
 also be included. This report must be submitted within seven (7) days of the cleanup.
- The GROUP shall have the option of renewing this agreement subject to the approval of City and continuation of the Adopt-a-Street Program.

As part of this agreement the GROUP, agrees to the following:

Frequency

 The GROUP will conduct a clean up of its adopted street(s) at least three (3) times a year during the designated periods of January-April, May-August and September- December.
 Safety

- Each GROUP shall include at least one (1) adult briefed in the required safety aspects of the program. If that person leaves the GROUP, it is the responsibility of the GROUP to ensure that another adult is briefed before any cleanups take place.
- The GROUP shall conduct a safety review with all participants prior to each cleanup event.
- Every participant must sign a liability form to be turned into the City's Environmental Services
 office.
- o Every participant will wear a safety vest provided by the City at all times during the cleanup event.
- If there are participants under the age of 15 this form must be co-signed by a parent or guardian.
 At no time will participants under the age of 15 be left without the supervision of at least one adult.

General Responsibilities

- The GROUP and its participants agree to obey and abide by all laws and regulations relating to safety and such terms and conditions as may be required by the City on a particular adopted roadway.
- The GROUP may not sub-contract or assign its duties and responsibilities to any other GROUP, organization or enterprise.
- The GROUP must provide the City with at least a five (5) day notice before a cleanup event to ensure adequate supplies are available.
- The GROUP shall obtain required supplies from the City during regular business hours only.
 Only the designated contact(s) can check out supplies.
 - The GROUP is responsible for providing a first aid kit and adequate supplies of drinking water during the cleanup event.
- The GROUP shall make arrangements with the Environmental Services Director prior to cleanup about the placement of full trash bags.
- Safety vests and unused materials must be returned to the City within two (2) working days of the cleanup event.

As part of this Agreement, the City agrees to the following:

Administration

Work with the GROUP to select the specific section of street to be adopted.

Safety

o Provide safety information, safety vests, trash bags and other agreed-upon supplies as required.

General Responsibilities

- Install a sign identifying the GROUP on the adopted street.
- o Publicize the GROUP's cleanup events through all available media.
- Arrange for the removal of large, heavy or hazards materials and litter from the adopted roadway in unusual circumstances.

The City of Oxford reserves the right to modify or cancel the Program at any time and for any reason.

The CITY and the GROUP both recognize and agree that in no event shall the CITY have the right to control the GROUP in performing the actual details of picking up the litter from the section of street adopted by the GROUP and, in picking up the litter, the GROUP shall act as an independent contractor.

If, in the sole judgment of the CITY, it is found that the adopting GROUP has not met the terms and conditions of this agreement, the Mayor and Board of Alderman may terminate this agreement and remove the signs upon thirty (30) days notice.

This agreement may be modified in scope or altered in any manner at the sole discretion of the Mayor and Board of Alderman. The GROUP will be notified in writing of any substantive changes within thirty (30) days.

Mail completed agreement:

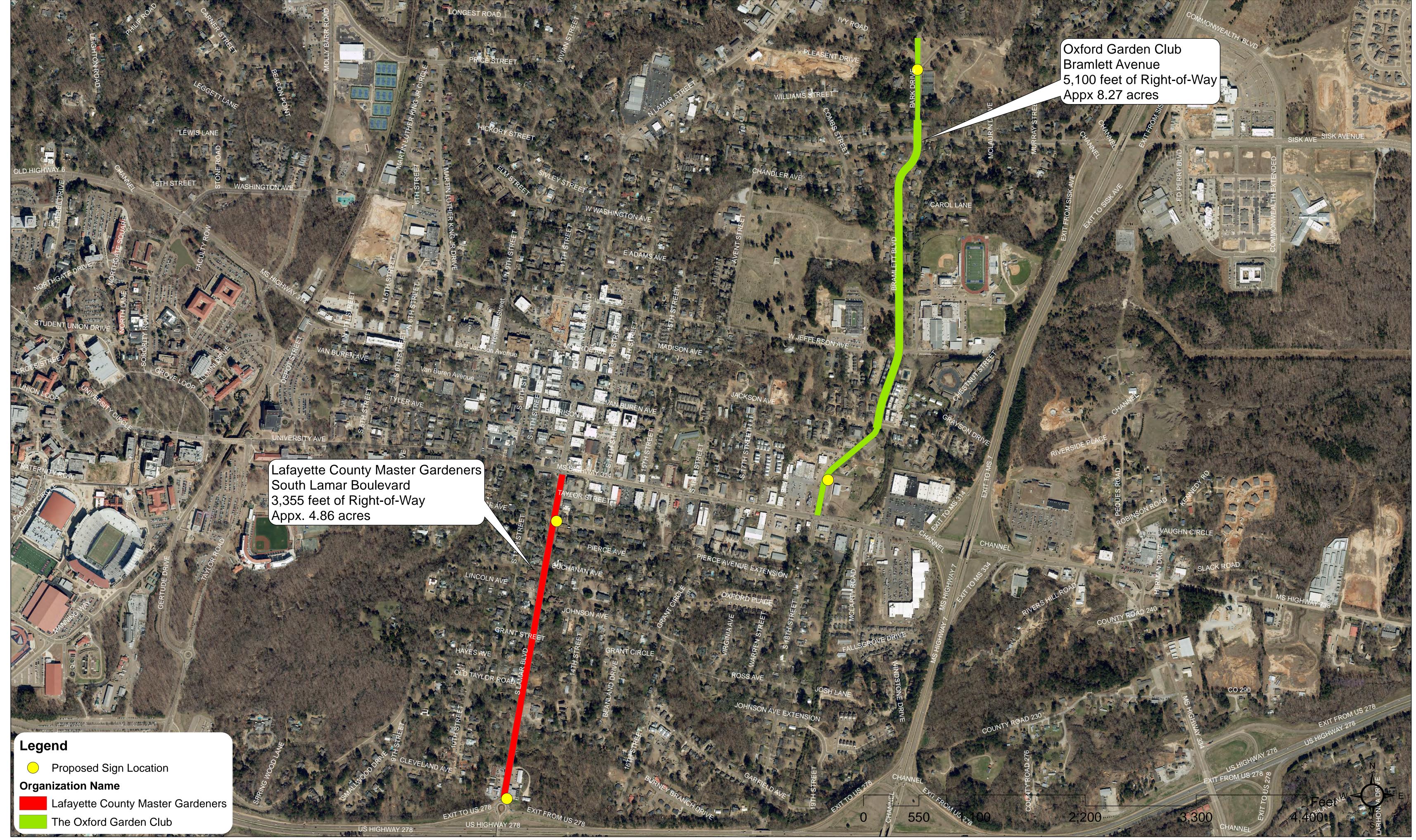
City of City – Environmental Services Attn: Michelle Robinson 107 Courthouse Square Oxford, MS 38655

OR

Email to: mrobinson@oxfordms.net

Jan Hanning - Chairman Boart Jication Committee
662-801-1984
Janhenning 2 Dott. Net

Nancy Keopling - President
571-233-2952













BLADE HEIGHT	24"	
BLADE WIDTH	18"	
LETTER HEIGHT	2.5" or 2"	
BORDER WIDTH	0.25"	
PREFIX/SUFFIX HT.	NA	
FONT	San Serif	
MOUNTING	TBD	
BACKGROUND	TYPE:	Reflective
	COLOR:	Pantone 347U
LEGEND/BORDER	TYPE:	Reflective
	COLOR:	White

Adopt-a-Street Signage
Revision

Revision	Date
Scale:	NTS
Date:	09142021
File:	
Proj.No.:	
Drawn By:	MARK
Checked By:	MARK

ADOPT-A-STREET SIGNAGE

Sheet Title:

Date of Cleanup:	
	THE CITY OF
Name of Group: (Please Print)	OXFORD
Laf. Co. master Me	rianei
Name of participant:	Participant's Date of Birth
(Please Print)	(MM-DD-YYYY)
Bobbie HOIT	3-5-44
the above program. I, the undersigned, do hereby release an	ether known or unknown, or injuries to other persons or to actions I might take relating to my activities while participating in d authorize the use of any photographs taken of the participants ir sponsors, or their contractors for the purpose of developing
If the participant is a minor, I, as par participating sponsors, co-sponsors and the participant, should an apparent need	ent or legal guardian of the participant, further authorize the employees of the organizations to obtain medical treatment for for this treatment arise.
I have carefully read this release and und of its legal consequences.	derstand all its terms; I sign it voluntarily and with full knowledge
Signature of participant (or Parent/Legal	Guardian if minor): Date:
Babbie Holt	91221



Date of Cleanup:

Name of Group:

(Please Print)

Name of participant:

(Please Print)

Participant's Date of Birth

(MM-DD-YYYY)

As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt- a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program.

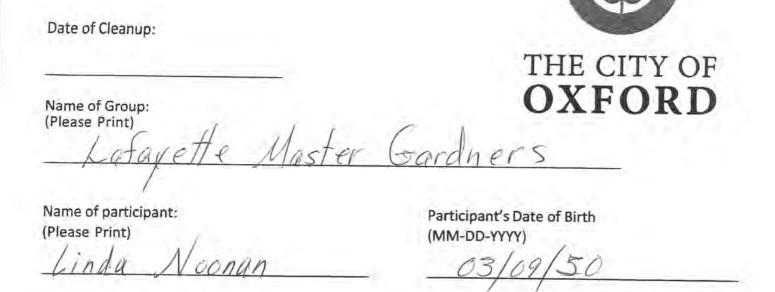
I, the undersigned, do hereby release and authorize the use of any photographs taken of the participants listed below by the City of Oxford, their sponsors, or their contractors for the purpose of developing public information materials.

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I have carefully read this release and understand all its terms; I sign it voluntarily and with full knowledge of its legal consequences.

Signafure of participant (or Parent/Legal Guardian if minor):

Date:



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Signature of participant (or Parent/Legal Guardian if minor): Date:



Name of Group: (Please Print)

Name of participant: (Please Print)

Suzanne White

Participant's Date of Birth (MM-DD-YYYY)

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Signature of participant (or Parent/Legal Guardian if minor):



Name of Group: (Please Print)

ryette County Moster Gardeners

Name of participant: (Please Print)

Participant's Date of Birth (MM-DD-YYYY)

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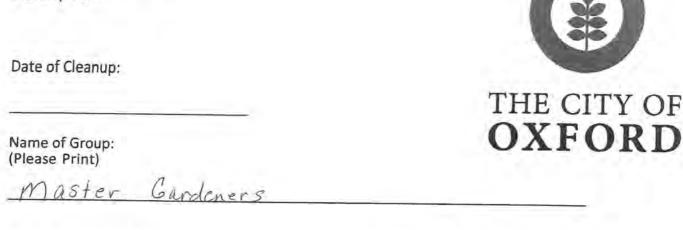
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Signature of participant (or Parent/Legal Guardian if minor):

4 Zau



Name of participant: (Please Print)

Margie McLeod

Participant's Date of Birth (MM-DD-YYYY)

06-03-1969

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Signature of participant (or Parent/Legal Guardian if minor):	Date:
Margi McLevid	lept 13 2021



Name of participant:

(Please Print)

Participant's Date of Birth (MM-DD-YYYY)

03/29/53

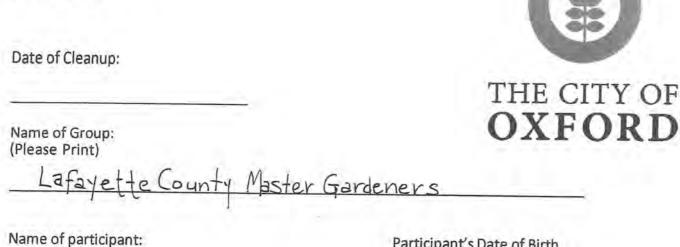
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Signature of participant (or Parent/Legal Guardian if minor): Date:



Joe Ann Marshall Allen

(Please Print)

Participant's Date of Birth (MM-DD-YYYY)

11.01.1946

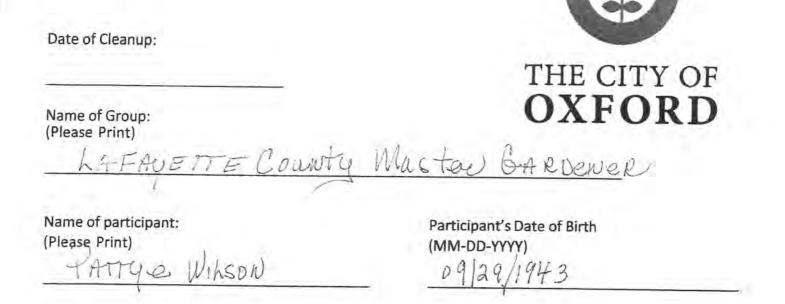
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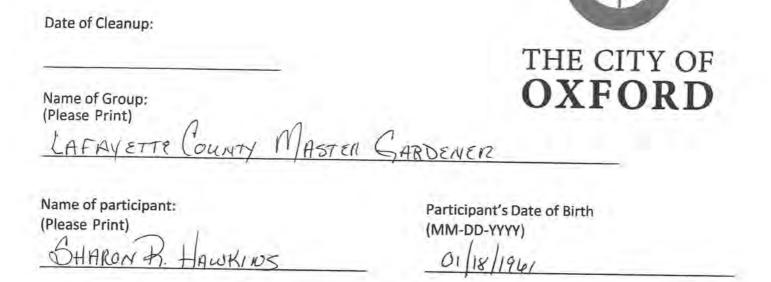
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-t-1. 1.) An	ntest
THE WYSON	9/13/2021



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Signature of participant (or Parent/Legal Guardian if minor):	Date:
Show Slaws	9/13/2021
7 11 1	-115/400



Name of Group: (Please Print)

Name of participant: (Please Print)

Participant's Date of Birth (MM-DD-YYYY)

08/16/1957

Nancy Kesselring

As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt- a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program.

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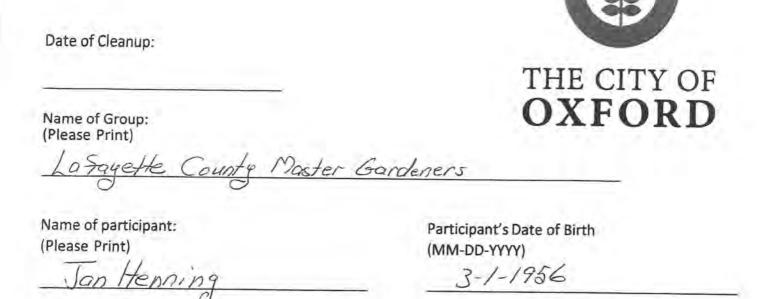
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lang a. Kesselng'

Date of Cleanup:	
bate of cicanup.	THE CITY OF
Name of Group: (Please Print)	OXFORD
Latayette County Most	er Gardeners
Name of participant: (Please Print)	Participant's Date of Birth (MM-DD-YYYY)
Keri Dibrell	11-11-69
other claims connected therewith, wh property caused by or arising out of any the above program. I, the undersigned, do hereby release ar	claim against any of them arising from any personal injuries or nether known or unknown, or injuries to other persons or to actions I might take relating to my activities while participating in ad authorize the use of any photographs taken of the participants air sponsors, or their contractors for the purpose of developing
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Keri wo aslo	9-13-21



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Signature of participant (or Parent/Legal Guardian if minor):	Date:
In Henning	9-13-2021



Date of Cleanup:

Name of Group:

(Please Print)

Name of participant:

(Please Print)

Participant's Date of Birth (MM-DD-YYYY)

Juzanne AKins 09/09/1959

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Signature of participant (or Parent/Legal Guardian if minor):

Date:

SURPLUS PROPERTY LICENSE

THIS LICENSE ("License") is made and entered into as of	, 2021 (the
"Effective Date"), by and between the City of Oxford, Mississippi, a municipal	lity of the State of
Mississippi, (the "City" or "Licensor") and HBC Enterprises, LLC, ("The Anne	ex" and "Rafter's"
or "Licensee").	

WITNESSETH:

WHEREAS, the City owns sidewalks throughout the City of Oxford including the downtown business district surrounding and adjacent to the Courthouse Square in Oxford, Lafayette County, Mississippi and specifically the surplus sidewalk area adjacent to Licensee's business along Jackson Avenue as shown on the survey attached as Exhibit "A" and more particularly described in the legal description attached as Exhibit "B" (the "Property"); and

WHEREAS, the City has recently extended the sidewalk along a portion of Jackson Avenue to improve the pedestrian walkway and to increase the area available for public use; and

WHEREAS, the City of Oxford has the power to license real property owned by it, and make such order respecting the same as may be deemed conducive to the best interest of the City, pursuant to Miss. Code Ann. § 21-17-1; and

WHEREAS, the City finds that it is in the best interests of the community to license the Property to Licensee for period of one year for valuable consideration, and

WHEREAS, SAID PERMISSION CONTEMPLATED HEREIN IS A MERE LICENSE ONLY AND MAY BE TERMINATED IMMEDIATELY AT THE WILL OF THE CITY FOR ANY REASON.

THEREFORE, for and in consideration of the promises, covenants and agreements contained in this License, the City and Licensee hereby covenant and agree as follows:

ARTICLE I DEMISE, TERM, RENT, AND OTHER PAYMENTS

Section 1.01 <u>Demise and Term</u>. Subject to the terms and conditions stated herein, Licensor shall license the Property unto Licensee, for a term commencing on the Effective Date and expiring exactly one (1) year later unless sooner terminated as provided in this License (the "Term").

Section 1.02 <u>Payment</u>. Licensee covenants and agrees to pay Licensor as payment hereunder for the license of the Property the amount of \$23.00 per square foot for the square footage indicated on Ex. B of 811.95 s.f. for a total yearly payment of \$18,674.85 to be paid in equal monthly installments of \$1,556.24 (the "Payment"), due and payable to Licensor on the 1st day of each month during the Term. All Payments shall be paid to Licensor without demand or set-off at the address of Licensor specified in Section 7.03 of this License, or at such other address Licensor may designate.

ARTICLE II TAXES, ASSESSMENTS, CHARGES, COMPLIANCE WITH LAW, AND LIENS

Section 2.01 <u>Taxes and Other Charges</u>. To the extent applicable, Licensee shall pay and discharge as they become due and before they become delinquent all taxes, assessments, fees or charges related to its use of the Property, including any sales, gross income, rental, business occupation, or other like taxes and assessments, utility payments and charges, garbage and trash collection fees, which are or may, during the Term, be levied, charged, assessed or imposed solely upon or against the Property.

Section 2.02 Compliance with Laws.

- (a) Licensor acknowledges that any use of the Property that is unlawful, improper, excessively noisy or offensive, or contrary to any law or any applicable law, regulation, or ordinance in force in Oxford, Mississippi shall be grounds for immediate termination of this License.
- (b) Licensee is obligated, at its own expense, to procure the appropriate permits for the operation of its business on the Property including any necessary permits from the Mississippi Department of Revenue and/or Alcoholic Beverage Control for the sale of alcoholic beverages on the Property and a Shared Use Permit from the City of Oxford Planning Department. Licensee shall give prompt notice to Licensor of any violation of any law or requirement of public authority with respect to the Property or the use and occupation thereof by Licensee.

Section 2.03 <u>Liens</u>. Licensee shall not permit any liens to attach to the Property. If any lien or order for the payment of money shall be filed against Licensor or the Property, arising out of Licensee's use or occupation of the Property then Licensee shall immediately cause such lien to be canceled and discharged of record, by bond or otherwise, at the election and expense of Licensee or Licensee may insure over such lien with a title insurance company acceptable to Licensor. Licensee shall, indemnify, hold harmless and defend on behalf of Licensor, at Licensee's sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien, liens or orders, and Licensee shall pay any damages and discharge any judgment entered thereon. Licensee's obligations to observe or perform this covenant shall survive the expiration or other termination of this License.

ARTICLE III USE AND SURRENDER OF THE DEMISED PREMISES AND UTILITIES

Section 3.01 <u>Use of the Property</u>. Licensee's use of the Property shall be governed by the Shared Use Permit approved by the City of Oxford Planning Department. The Licensee's use and occupation of the Property is subject to and must comply with all applicable laws and ordinances, including City of Oxford ordinances regarding the service of alcoholic beverages and amplified sound.

Section 3.02 <u>Surrender of Property</u>. It is agreed that at the expiration or earlier termination of this Licensee, Licensee shall remove any personal property, which Licensee has placed on the Property. If Licensee's removal of any items causes damage to the Property, then Licensee shall, within 10 days of the expiration or notice of termination, promptly repair such

damage and shall be solely liable for the costs of such repair. Licensee covenants and agrees, at the expiration or earlier termination of this License, whether by limitation, forfeiture or otherwise, to quit, surrender and deliver to Licensor possession of the Property, free from all personal property of the Licensee, and free from all liens thereon, in good condition and repair, ordinary wear and tear excepted, all of which shall become and remain the property of Licensor. Licensee's obligations to observe or perform this covenant shall survive the expiration or other termination of this License.

Section 3.03 Termination.

NOTWITHSTANDING ANY OTHER TERM OF THIS LICENSE, THIS LICENSE IS IMMEDIATELY TERMINABLE AT ANY TIME FOR ANY REASON AT THE WILL OF THE LICENSOR

- (a) The termination by Licensor shall be effective upon 7 days written notice to Licensee. In the event of a termination by Licensor, any obligation that has accrued to Licensee under the operation of this License shall survive the termination.
- (b) The Licensee shall only have the right of early termination of this License with the prior approval of the Licensor. Any such request by Licensee shall be submitted in writing to Licensor and approval or disapproval of the request for early termination is at the discretion of the Licensor.
- (c) Whenever this License is terminated, Licensee shall surrender the Property pursuant to Section 3.02 above.
- (d) In the event of a termination, Licensee shall pay to Licensor all reasonable costs incurred by Licensor (including court costs and reasonable attorneys' fees and expenses) in: (1) obtaining possession of the Property; (2) removing and storing Licensee's property; (3) repairing, restoring, altering, remodeling, or otherwise putting the Property into the same condition that the Property was in on the effective date of this License.
- (e) It is understood that in the event of a breach of any term of this License by Licensee, Licensor may avail itself of all available legal remedies. No remedy herein conferred upon or reserved to Licensor is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative, and shall be in addition to every other remedy given under this License or now or hereafter existing at law or in equity or by statute. No delay or omission by Licensor to exercise any right or power that accrued upon any default of Licensee shall impair any such right or power or shall be construed to be a waiver thereof, and any such right and power may be exercised by Licensor at any time, from time to time and as often as may be deemed expedient.
- Section 3.04 <u>Excess Payments</u>. In the event this License is terminated by the Licensor, any excess amounts paid to the Licensor pursuant to Section 1.02 <u>Payment</u> shall be prorated as of the date of termination and refunded to the Licensee.

ARTICLE IV IMPROVEMENTS, REPAIRS, MAINTENANCE AND INSPECTIONS

Section 4.01 <u>Construction of Improvements</u>. No improvements may be made to the Property unless they are approved in advance by the City of Oxford Planning Department as part of the Shared Use Permitting process.

Section 4.02 <u>Maintenance and Repair of Property.</u> Except as noted below, Licensee shall keep and maintain the Property in good order and repair. Any damage to the property caused by Licensee or its invitees, shall be repaired by Licensee at Licensee's sole cost and expense. Licensor shall not be liable to Licensee or Licensee's agents, employees and invitees for any damages resulting from failure to maintain the Property unless such damage is due solely to Licensor's gross negligence or willful misconduct. Notwithstanding the above, Licensee shall ensure that the Property is thoroughly cleaned at the end of each business day or as required to prevent unsightliness and/or odor. All trash and debris, liquids or solids, must be properly disposed of, removed, and cleaned as needed, so that the appearance of the area remains clean and free of odor. All property of every kind which may be on the Property during the term of this License shall be on the Property at the sole risk of Licensee or those claiming under Licensee, and Licensor shall not be liable to Licensee or to any other person for any injury, loss or damage to any such property in or upon the Property, and the entrances, sidewalks and walkways adjoining same, unless due solely to Licensor's gross negligence or willful misconduct.

ARTICLE V INSURANCE

Section 5.01 <u>Classes of Insurance for Licensee</u>. During the Term of this License, Licensee shall keep the Property insured against the following risks and hazards, with coverage in amounts not less than those specified as follows:

- (a) Special form property insurance insuring Licensee's furniture, fixtures, equipment, and other personal property, in an amount equal to the full replacement cost;
- (b) Comprehensive general public liability insurance against claims relating to or occurring on or about the Property and its respective appurtenances and improvements, including personal injury, death and property damage, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence on account of bodily injuries to or death of one person and Two Million Dollars (\$2,000,000.00) on account of bodily injuries or death of more than one person as the result of any one accident or occurrence. All such general public liability insurance shall name Licensor as an additional insured and may be furnished under a "primary" policy and an "umbrella" policy, provided that it is primary insurance and not excess over, or contributory with, insurance in force for Licensor.

Section 5.02 <u>Requirements</u>. The insurance required by Section 5.01 above shall: (i) be written in the name of Licensee with respect to general liability policies, with Licensor named as additional insured and (ii) be written by one or more responsible insurance companies authorized to do business in Mississippi and reasonably acceptable to Licensor. Licensee shall give thirty (30) days' prior written notice to Licensor of any proposed cancellation of any of its insurance

policies. Licensee shall be solely responsible for the payment of any insurance premiums, and Licensor (or Licensor's designee) shall not be required to pay any premium for such insurance. Licensee shall deliver to Licensor, upon request, a certificate of insurance on all policies secured by Licensee in compliance with its obligations hereunder.

ARTICLE VI ASSIGNMENT, SUBLETTING AND MORTGAGING

Section 6.01 <u>Assignment, Subletting and Mortgaging</u>. Licensee shall not (i) sublicense the Property, or any part thereof, nor (ii) assign this License or any interest therein, nor (iii) grant concessions or licenses or other rights for the occupancy or use of the Property, or any part thereof, nor (iv) encumber, mortgage, hypothecate or grant any interest in this License or in Licensee's estate, nor (v) transfer any interest in this License or Licensee's estate in the Property.

ARTICLE VII MISCELLANEOUS

Section 7.01 <u>Waiver</u>. Failure of either party to insist upon the strict performance of any term, condition or covenant to be performed pursuant to this License or to exercise any option, right, power or remedy contained in this License shall not be deemed nor construed as a waiver of such performance or relinquishment of such right now or subsequent thereto. No waiver of any terms or provisions hereof shall be valid unless such waiver is in writing.

Section 7.02 <u>Severability</u>. Each and every covenant and agreement contained in this License shall be, for any and all purposes hereof, construed as separate and independent from all other covenants and agreements contained herein. All rights, powers and remedies provided herein shall be exercised only to the extent that the exercise thereof does not violate applicable law and shall be limited to the extent necessary to render this License valid and enforceable. If any term, provision or covenant of this License or the application thereof to any person or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remainder of this License or the application of such term, provision or covenant to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

Section 7.03 Notices, Demands and Other Instruments. All notices, demands, requests, consents and other instruments required or permitted to be given pursuant to the terms of this License shall be in writing and shall be deemed to have been properly given (i) upon personal delivery, (ii) two business days after deposit in the United States Mail, certified mail return receipt requested, or (iii) when delivered by a nationally recognized overnight courier service, addressed to each party hereto as follows:

Licensor: City of Oxford, Mississippi

Attn: Ashley Atkinson 107 Courthouse Square Oxford, MS 38655

With a copy to: MAYO MALLETTE PLLC

Attn: Pope Mallette

P.O. Box 1456 Oxford, MS 38655

Licensee: HBC Enterprises, LLC

Attn: Hudson Chadwick 1002 Jackson Avenue East

Oxford, MS 38655

or at such other address in the United States as Licensor or Licensee may from time to time designate in writing and deliver to the other party.

Section 7.04 <u>Successors and Assigns</u>. Each and every covenant, term, condition and obligation contained in this License shall apply to and be binding upon and inure to the benefit or detriment of the respective legal representatives, successors and assigns of Licensor and Licensee. Whenever reference to the parties hereto is made in this License, such reference shall be deemed to include the legal representatives, successors and assigns of Licensor and Licensee as if in each case expressed. The term "<u>Person</u>" when used in this License shall mean any individual, corporation, partnership, firm, trust, joint venture, business association, syndicate, government or governmental organization or any other entity.

- Section 7.05 <u>Headings</u>. The headings to the various sections of this License have been inserted for purposes of reference only and shall not limit or define the express terms and provisions of this License.
- Section 7.06 <u>Counterparts</u>. This License may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument.
- Section 7.07 <u>Applicable Law</u>. This License shall be construed under and enforced in accordance with the laws of the State of Mississippi.
- Section 7.08 <u>All Genders and Numbers Included</u>. Whenever the singular or plural number, or masculine, feminine or neuter gender is used in this License, it shall equally apply to, extend to and include the other.
- Section 7.09 <u>Time of the Essence</u>. It is specifically agreed that the timely payment of each and every installment of Rent and performance of each and every one of the terms, covenants and conditions hereof is of the essence of this License.
- Section 7.10 <u>Prohibition on Recording License</u>. Neither party shall at any time record a copy of this License or memorandum of License without Licensor's consent.
- Section 7.11 <u>Amendment or Modification</u>. This License contains the entire agreement of the parties, and no amendment or modification of this License shall be valid or binding unless expressed in writing and executed by the parties hereto in writing in the same manner as the execution of this License.
- Section 7.12 <u>Indemnification</u>. Licensee shall indemnify, defend, keep, save, and hold harmless Licensor from any and all damages and liability for anything and everything whatsoever

arising from or out of the occupancy by or under Licensee, Licensee's agents or servants, any user and/or renter to whom Licensee allows access to the Property pursuant to this License, and from any loss or damage arising from any fault or negligence by Licensee or any failure on Licensee's part to comply with any of the covenants, terms, and conditions in this License.

Section 7.13 <u>Forum Selection</u>. To the full extent permitted by Law, Licensor and Licensee agree the federal and state courts located in Oxford, Mississippi shall have exclusive jurisdiction over any matter relating to or arising from this License and the parties' rights and obligations under this License

IN WITNESS WHEREOF, Licensor and Licensee have caused this License to be executed as of the day and year first above written.

LICENSEE:	LICENSOR:
HBC Enterprises, LLC	City of Oxford, Mississippi
By:Hudson Chadwick	By: Robyn Tannehill, Mayor

EXHIBIT A (CONT'D) AREA B

AREA B.2

STATE PLANE COORDINATE SYSTEM. Bearinas: Grid Zone: MS East Datum: NAD 83 (2011) S.F. at P.O.B.= 0.99999916 Converg. at P.O.B.: -0°23'15.50'

AREA B.3

ANNEX

P.K. NAIL SET (TYP.) -

ANNEX

DESCRIPTION: A 316.07 square feet, more or less parcel of land located in the Southwest Quarter (SW 1/4) of Section 21, Township 8 South, Range 3 West; said parcel also known as a portion of East Jackson Avenue Right-of-Way as shown on the official map of the City of Oxford on file in the Office of the Chancery Clerk, The City of Oxford, Lafayette County, Mississippi and being more particularly described

OWNERSHIP OF DOCUMENT

AREA B.1

Chancery Clerk, The City of Oxford, Lafayette County, Mississippi and being more particularly described

Beginning at a P.K. nail set (N=1771203.9923, E=777045.0329), located 4,363.21 feet South of and

3,291.73 feet West of a 1/2" rebar in concrete monument (N=1775567.2010, E=780336.7580), marking

the Northeast Corner of Section 21, Township 8 South, Range 3 West; run thence S 79°42′03″ E for a

N79'49'42"W -

26.38

STATE PLANE COORDINATE SYSTEM:

Bearings: Grid

Datum: NAD 83 (2011)

S.F. at P.O.B.= 0.99999915

Converg. at P.O.B.: -0°23'15.37"

Zone: MS East

as follows:

-N81'11'45"W

P.K. NAIL SET (TYP.)-

FUNKYS ADDITION

ELLIOTT & BRITT

DESCRIPTION: A 577.04 square feet, more or less parcel of land located in the Southwest Quarter (SW 1/4) of Section 21, Township 8 South, Range 3 West; said parcel also known as a portion of East Jackson Avenue Right-of-Way as shown on the official map of the City of Oxford on file in the Office of the

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PARCEL AREA B LEASE MAP

SHEET NUMBER

Confidential Information - For Board Use Only - Do not Redistribute Page 274 of 278

distance of 15.39 feet along said East line to a P.K. nail set on said South line and leaving said North line; distance of 27.24 along said North line to a P.K. nail set; run thence S 11°32′25″ W for a distance of 8.63 run thence N 79°30'35" W for a distance of 39.08 feet along said South line to a P.K. nail set; run thence feet along said North line to a P.K. nail set; run thence S 79°12'06" E for a distance of 10.56 feet along N 80°09'29" W for a distance of 25.75 feet along said South line to a P.K. nail set on said West line and Beginning at a P.K. nail set (N=1771207.6094, E=777025.1273), located 4,359.59 feet South of and said North line to a P.K. nail set; run thence N 12°43'12" E for a distance of 0.42 feet along said North the beginning of a circular curve to the right; run thence along said circular curve to the right for an arc 3,311.63 feet West of a 1/2" rebar in concrete monument (N=1775567.2010, E=780336.7580), marking line to a P.K. nail set; run thence S 79°35'09" E for a distance of 11.72 feet along said North line to a P.K. length of 16.76 feet, a chord bearing of N 35°10′44″ E, a chord length of 16.52 feet, and a radius of 28.79 $\,$ LEASE AGREEMENT SURVEY FOR:
AST JACKSON AVENUE
OUTDOOR LEASES the Northeast Corner of Section 21, Township 8 South, Range 3 West; run thence S 79°42′03" E for a nail set on the East line; run thence S 10°24'45" E for a distance of 4.52 feet along said East line and feet, to a P.K. nail set at the end of said curve to the right and on said North line; run thence distance of 20.23 along said North line to a P.K. nail set on said East line; run thence \$ 10°17′57" W for a leaving said North line to a P.K. nail set; run thence S 04°21'30" W for a distance of 11.72 feet along said S 81°08'12" E for a distance of 5.69 along said North line to a P.K. nail set and the beginning of a circular distance of 15.85 feet along said East line to a P.K. nail set on said South line; run thence N 78 $^{\circ}$ 24'33" W East line to a P.K. nail set on the South line; run thence N 79°49'42" W for a distance of 26.38 feet along curve to the left; run thence along said circular curve to the left for an arch length of 7.30 feet, a chord for a distance of 20.24 feet along said South line and leaving said East line to a P.K. nail set on said West said South line and leaving said East line to a P.K. nail set; run thence N 81°11'45" W for a distance of bearing of \$ 52°47'02" W, a chord length of 7.25 feet, and a radius of 16.80 feet, to a P.K. nail set at the line; run thence N 10°17'57" E for a distance of 15.39 feet along said West line and leaving said South 24.84 feet along said South line to a P.K. nail set on said West line; run thence N 10°17'57" E for a end of said curve to the left and on said North line; run thence \$ 09°47'34" W for a distance of 2.79 feet line to the Point of Beginning of the herein described parcel of land, said parcel containing 316.07 square distance of 15.85 feet along said West line and leaving said South line to the Point of Beginning of the along said North line to a P.K. nail set; run thence S 80°00′53" E for a distance of 17.92 feet along said herein described parcel of land, said parcel containing 577.04 square feet, more or less. North line to a P.K. nail set; run thence N 10°25′18″ E for a distance of 8.38 feet along said North line to a P.K. nail set; run thence 5 79°42'03" E for a distance of 39.12 along said North line to the Point of Beginning of the herein described parcel of land, said parcel containing 811.95 square feet, more or less. SYMBOL AND LINE LEGEND 3. This property is subject to all road and utility easements and right-of-way of record. Recorded or Unrecorded. WEST 4. This Property is a Class "A" survey as set forth in Appendix
"A" of the Standards of Practice for Surveying in the State TELEPHONE MANHOLE — w — DOMESTIC WATER 3,311.63 TELEPHONE POLE of Mississippi. - SANITARY SEWER SURVEYORS CERTIFICATION. 5. This Property does not lie in a flood hazard area according TELEPHONE (UNDERGROUND) to the Flood Insurance Rate Map No. 28071C0257C, Panel No. 257, Effective date November 26, 2010. This is to certify that I, the undersigned, a licensed surveyor in the TELEPHONE (OVERHEAD) State of Mississippi have completed a survey of the premises as described ELECTRIC (OVERHEAD) This survey meets the conditions of closure and accuracy for Condition "A" as set forth in Appendix "B" of the Standards of Practice for Surveying in the State of Mississippi. and delineated hereon for the purpose of accurately describing the same W WATER METER P.K. NAIL SET and that this plat represents said premises as surveyed on the ground POC 1/2" REBAR IN A CONCRETE MONUMENT MARKING THE NE CORNER
OF SEC. 21, T 8 S, R 3 W
IN LAFAYETTE COUNTY, MISSISSIPPI WATER VALVE by me or under my direct supervision and is true and accurate to SURPLUS AREA 7. Bearings Established: GPS Observation (Grid) the best of AREA B = 1,705.06 SFAll of the survey calls are either deed calls, plat calls or measured calls established by this survey. N=1775567.2010 PARCEL LINE TABLE E=780336.7580 LINE NO. LENGTH DIRECTION SF AT POC: 0.99999760 9. Date of field survey: 8-10-21. CONVERG AT POC: -0.22,53.82" L1 4.52 S10°24'45"E MY E. CATY L2 11.72' S04'21'30"W GBA L3 2.79 S09'47'34"W CHECKED K W M NGINEER KWM AND POINT OF BEGINNING (P.K. NAIL SET) August 18, 2021 AREA B.1 BEGINNING (P.K. NAIL SET) - 27084 JOB NUMBER AREA B.2 AND AREA B.3 N=177120.3.992.3 PS - 28159 S121-058 E=777045.0329 N=1771207.6094 S81'08'12"E S.F.=0.99999915 CB=S52'47'02"W F=777025.1273 EAST JACKSON AVENUE 5.69 CONVERG.=-0'23'15.37 CL=7.25' S.F.=0.99999916 RAD=16.80 CONVERG. = -0'23'15.50 Al = 16 76'-CB=N35'10'44"E - ARFA R CL=16.52' 1.705.06 SF — S79*35'09"E RAD=28.79 SIDEWALK S79'42'03"F 11.72' 27.24 - N10°25'18"F S79°42'03"E SIDEWALK AREA B.3-AREA B.2 -S79°42'03"E S11'32'25"W-8.38 AREA B.1 20.23 39.12 8.63 N12'43'12"E 0.42 SIDEWALK BRICK PLANTER Ш Ш BRICK PLANTER N80°09'29"W-25.75 N79*30'35"W-39.08 N78'24'33"W-20.24

TANGOS

RAFTERS

AREA B.3

STATE PLANE COORDINATE SYSTEM:

Bearings: Grid Zone: MS East

Datum: NAD 83 (2011) S.F. at P.O.B.= 0.99999916 Converg. at P.O.B.: -0°23'15.50"

DESCRIPTION: A 811.95 square feet, more or less parcel of land located in the Southwest Quarter (SW 1/4) of Section 21, Township 8 South, Range 3 West; said parcel also known as a portion of East Jackson Avenue Right-of-Way as shown on the official map of the City of Oxford on file in the Office of the Chancery Clerk, The City of Oxford, Lafayette County, Mississippi and being more particularly described as follows:

Beginning at a P.K. nail set (N=1771207.6094, E=777025.1273), located 4,359.59 feet South of and 3,311.63 feet West of a 1/2" rebar in concrete monument (N=1775567.2010, E=780336.7580), marking the Northeast Corner of Section 21, Township 8 South, Range 3 West; run thence S 10°17′57" W for a distance of 15.39 feet along said East line to a P.K. nail set on said South line and leaving said North line; run thence N 79°30'35" W for a distance of 39.08 feet along said South line to a P.K. nail set; run thence N 80°09'29" W for a distance of 25.75 feet along said South line to a P.K. nail set on said West line and the beginning of a circular curve to the right; run thence along said circular curve to the right for an arc length of 16.76 feet, a chord bearing of N 35°10′44″ E, a chord length of 16.52 feet, and a radius of 28.79 feet, to a P.K. nail set at the end of said curve to the right and on said North line; run thence S 81°08'12" E for a distance of 5.69 along said North line to a P.K. nail set and the beginning of a circular curve to the left; run thence along said circular curve to the left for an arch length of 7.30 feet, a chord bearing of \$52°47'02" W, a chord length of 7.25 feet, and a radius of 16.80 feet, to a P.K. nail set at the end of said curve to the left and on said North line; run thence S 09°47'34" W for a distance of 2.79 feet along said North line to a P.K. nail set; run thence S 80°00'53" E for a distance of 17.92 feet along said North line to a P.K. nail set; run thence N 10°25′18″ E for a distance of 8.38 feet along said North line to a P.K. nail set; run thence S 79°42'03" E for a distance of 39.12 along said North line to the Point of Beginning of the herein described parcel of land, said parcel containing 811.95 square feet, more or less.

Jimmy E. Catt, Jr. PS # 28159

ENGINEER AND PS-28159

OF MISSISSIPPORT

OF MISS

Date:



MEMORANDUM

To: Board of Alderman

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

CC: Jimmy Allgood, Emergency Management Director

Date: September 21, 2021

Contract with Headwaters Natural Resources Consulting for professional

Re: services related to the Bailey Branch/Burney Branch Hazard Mitigation Grant

Program project

Staff recommends that the Board enter into a contract for professional services with Headwater Natural Resources Consulting to prepare an Environmental Assessment (EA) as requested and required by FEMA/MEMA for further consideration of the Bailey Branch/Burney Branch improvement project. The City applied for the \$675,500 grant through the Hazard Mitigation Grant Program earlier in the year and the application has been successful in the first phases of consideration. An Environmental Assessment is now required and the scope is beyond what Engineering Staff has resources to complete. The contract is not to exceed \$24,000.00 and will likely be less. There are funds available in the approved Fiscal Year budget beginning October 1, 2021.

Staff recommends the Board enter into a contract with Headwaters Natural Resources Consulting for professional services related to the Bailey Branch/Burney Branch Hazard Mitigation Grant Program project.



September 17, 2021

Via Email: john@oxfordms.net

Mr. John Crawley, P.E. City of Oxford 107 Courthouse Square Oxford, MS 38655

RE: Bailey Branch

City of Oxford

Environmental Assessment

Dear Mr. Crawley:

We appreciate the opportunity to assist the City of Oxford with the proposed improvements along Bailey Branch. This budget estimate includes the preparation of an Environmental Assessment (EA) in accordance with the National Environmental Policy Act (NEPA) of 1969, as amended, and pursuant to the Council on Environmental Quality's (CEQ's) regulations for implementing NEPA (40 CFR 1500-1508), and 42 U.S.C. 4321 eq seq.

The EA will evaluate and document the social, economic, and environmental impacts associated with the improvements of Bailey Branch.

A major component of the assessment methodology includes on-the-ground resource assessments to determine potential resource impacts that would be covered under the NEPA assessment guidelines. Components of the EA document are outlined in the *Guidelines for the Preparation of Environmental Assessment* (FEMA).

As noted, we will complete the required assessment and documentation for each of the required resource categories and coordinate with all the pertinent State and Federal resource agencies. We would assist with addressing public comments that may be received. In addition, we will provide the documentation for submittal to the MEMA/FEMA for their review, approval, and issuance of a Finding of No Significant Impact (FONSI).

Based upon the scope of services required, we would propose that we complete the NEPA EA assessments and documentation activities for the project on an hourly basis with an estimated not to exceed budget of \$24,000.00. In addition, we would propose to invoice for our services monthly through the course of the project.

We understand that this fee could seem excessive in relation to the project. However, we have recently assisted on projects of this nature and have found that the communication with FEMA tends to correlate with additional time spent to obtain the approval. Be assured that we will only bill for time spent on the project.

Please note that this scope and cost estimate does not include any permit applications or submittals for the proposed project.

We appreciate the opportunity to assist you with this project. If you have any questions or need any additional information, please do not hesitate to contact us. If acceptable, please sign below and return.

Sincerely,

Walt Dinkelacker Headwaters, Inc.

Walt 2-1



City of Oxford
Board of Aldermen
Special Meeting
September 28, 2021, 2:00 pm - 3:30 pm
City Hall Courtroom

DOCUMENTS

Table of Contents

Cover Page	1
Table of Contents	2
Special_Meeting_Notice	3
Signed_approved_minutes_09282021	5
LHS_homecoming_parade_permit	7
Permission to Advertise Cemetery Creek	9

AGENDA

City of Oxford Board of Aldermen Special Meeting Tuesday, September 28, 2021, 2:00 pm - 3:30 pm City Hall Courtroom



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 September 28, 2021 at
	2:00pm , for the transaction of important business. The meeting will be held in the
	Courtroom of City Hall. The business to be acted upon at the Special Meeting is the
	consideration of the following:

1.	Call to order.
2.	Adopt the agenda for the meeting.
3.	Discuss current COVID-19 guidelines.
4.	Consider a permit for the Lafayette High School Homecoming Parade. (Jeff McCutchen)
5.	Request permission to approve unpaid volunteers to run the animal transports for the Oxford Animal Resource Center. (Braxton Tullos)
6.	Request permission to advertise for bids on the Cemetery Creek Project. (Reanna Mayoral)
7.	Consider an executive session.
8.	Adjourn.
ne o	u need special assistance related to a disability, please contact the ADA Coordinator or visit ffice at: 107 Courthouse Square, Oxford, MS 38655. (662) 232-2453 (Voice) or (662) 232-

lf th 2300 (Voice/TTY)



I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do her certify that I have notified Alderman Rick Addy of the foregoing meet ona.m.p.m.	
I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do herecertify that I have notified Alderman Mark Huelse of the foregoing meet on 4 2021 ata.m./p.m.	
I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do herecertify that I have notified Alderman Brian Hyneman of the foregoing meet on 3 a.m./p.m.	
I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do here certify that have notified Alderman Kesha Howell-Atkinson of the foregoing meet on 9 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	
I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do herecertify that I have notified Alderman Preston Taylor of the foregoing meet on 124 2021 at a.m./p.m.	
I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do herecertify that I have notified Alderman Jason Bailey of the foregoing meet on 12 20 20 at a.m./p.m.	
I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do herecertify that I have notified Alderman John Morgan of the foregoing meet on 100 100 at a.m./p.m.	

MINUTES

City of Oxford Board of Aldermen Special Meeting Tuesday, September 28, 2021, 2:00 pm - 3:30 pm City Hall Courtroom



Pursuant to Section 21-3-21, Mississippi Code of 1972 Annotated, I, Robyn Tannehill, Mayor of the City of Oxford, Mississippi, do hereby call the Mayor and Board of Aldermen of Oxford, MS, to a SPECIAL MEETING to be held on September 28, 2021 at 2:00pm, for the transaction of important business. The meeting will be held in the Courtroom of City Hall. The business to be acted upon at the Special Meeting is the consideration of the following:

1. Call to order.

The Special Meeting of the Mayor and Board of Alderman of the City of Oxford, Mississippi, was called to order by Mayor Tannehill at 2:00pm on Tuesday, September 28, 2021, in the courtroom of Oxford City Hall when and where the following were present:

Robyn Tannehill, Mayor Rick Addy, Alderman Ward I Mark Huelse, Alderman Ward II-via Microsoft Teams Brian Hyneman, Alderman Ward III Kesha Howell-Atkinson, Alderman Ward IV-via Microsoft Teams Preston Taylor, Alderman Ward V Jason Bailey, Alderman Ward VI John Morgan, Alderman At Large-via Microsoft Teams

Ashley Atkinson, City Clerk
Bart Robinson, Chief Operating Officer
Braxton Tullos-HR Director
Pope Mallette, Of Counsel
Jimmy Allgood-Emergency Management Director
Reanna Mayoral-City Engineer
Jeff McCutchen-Police Chief
Mike Young-Asst. Director Oxford Park Commission

2. Adopt the agenda for the meeting.

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

3. Discuss current COVID-19 guidelines.

Emergency Management Director, Jimmy Allgood, gave the Board an update on the most recent COVID numbers and after a brief discussion, it was moved by Alderman Addy, seconded by Alderman Bailey to remove the current city-wide mask mandate, with the only exception being that unvaccinated City employees must wear a mask inside City-owned buildings or vehicles (when passengers are present). All the aldermen present voting aye, with the exception of Alderman Taylor who abstained, Mayor Tannehill declared the motion carried.

4. Consider a permit for the Lafayette High School Homecoming Parade. (Jeff McCutchen)

It was moved by Alderman Addy, seconded by Alderman Hyneman to approve a permit for the Lafayette High School Homecoming Parade. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

5. Request permission to approve unpaid volunteers to run the animal transports for the Oxford Animal Resource Center. (Braxton Tullos)

It was moved by Alderman Addy, seconded by Alderman Hyneman to approve Ann and Walker Brown as unpaid volunteers for the Animal Resource Center. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6. Request permission to advertise for bids on the Cemetery Creek Project. (Reanna Mayoral)

It was moved by Alderman Bailey, seconded by Alderman Addy to advertise for bids on the Cemetery Creek Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

7. Consider an executive session.

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

It was moved by Alderman Bailey, seconded by Alderman Hyneman to enter into an executive session for a personnel matter in the Oxford Police Department and a matter of potential litigation related to the Animal Resource Center. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

8. Adjourn.

Ashley Atkinson, City Clerk

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

OXFORD POLICE DEPARTMENT

Chief of Police

Chief Jeff McCutchen

SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT

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

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

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

Name of Applicant: Cole Loper

Address: 160 Commodore Dr.

Telephone: 662-234-3614

Name of Organization: Lafayette High School Student Council

Address: 160 Commodore Dr. Oxford, MS 38655

Telephone: 662-234-3614

Organization Director: Cole Loper

Email: cole.loper@gocommodores.org

On Site Contact Person: Cole Loper

Name:

Telephone: 662-380-2981

Requested Date(s): 9/30/2021

Requested Time(s): 6:30-7:30

Requested Location(s): Lafayette Lower Elementary School to Lafayette High School on

Type of Event: Homecoming Parade		
Designation of any Public Facilities a	nd / or Equipment to be utilized:	
Detailed Route Information, Start to 1	Finish:	
Lafayette Lower Elementary on Bu	iddy East across 334 to Lafayette	e High School Footb
Spacing Intervals to be maintained be None	tween units of such parade or asse	mbly:
Area/Width of Street, Sidewalk, or Pu Number of Participants and/or vehicle 38 enteries Number of expected Spectators: 200	blic Area to be used by event: Expe es, animals, etc.:	ected
Assembly Point and time of Participal Description of any type of recording edevices to be used for the event:	_	n getting
Candy		
Special Detail Instructions:		
Cole Loper	9/26/21	6:13
Applicant	Date	Time
Permit Approved By:		
Chief of Police	Date	Time



MEMORANDUM

To: Board of Alderman

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

CC:

Date: October 4, 2021

Re: Request Permission to Advertise—Cemetery Creek Project

Staff requests permission to advertise for Cemetery Creek Project. The project is for the remaining unimproved portion of the Cemetery Creek ditch between 16th Street and Bramlett Boulevard. This project will provide for a concrete channel in the remaining portion of the open ditch. The project is funded in part through the Hazard Mitigation Grant Program (75/25) and the City has been authorized to proceed to the bid phase. This project is budgeted in the Fiscal Year beginning October 1, 2021 and there are funds available. Construction plans and bid documents are prepared and ready for advertisement upon authorization from the Board.

Staff requests permission to advertise for the Cemetery Creek Project.



City of Oxford
Board of Aldermen
Regular Meeting
October 5, 2021, 5:00 pm - 7:00 pm
City Hall Courtroom

DOCUMENTS

Table of Contents

Cover Page	1
Table of Contents	2
Signed_approved_minutes_10052021	4
OFD_surplus_equipment	9
Water_sewer_adj	12
Sole Source Purchase- OPD	15
Sole Source Purchase- Metro	17
Corr to Aldermen - Metts - 9.29.21	20
Unopened 13th Street Conveyance_Resolution_PW	23
OUT Travel- CTAA 2021 Expo	26
2021-2022 Grant	29
Env_Svcs_Updated_prices_equipment	71
ALS BOA Bid Sheets 2021-10-01_103823	72
BOA 10.5.2021 Cannon Recycling	75
recycling_location-r	76
2021-2022 Contract - 76-0016-21-662	77
2784 MFM Rezoning MBoA Second Reading	105
Case 2792 Second Reading MBoA	114
Interlocal Agreement	117
Unmarked_car_list	124
Restaurant_Consumption_Permit_App_Isom_Place	125
Funkys_license-8272021	126
Memo-AdoptaStreet-Oxford_Garden_Club_final1	135
Estimate_1026_from_Demolition_Specialist_LLC	153
Municipal_Compliance_Questionnaire_09302021	154
Amendments_reallocations_FY2021	161
Water_sewer_budget_amendments_2021	173
request to close Tyler	174
request to close East Jackson	175
Consider contract with Michael Rogers-water model	176
consider contract with Williams Engineering-South Lamar	184
consider contract with Williams Engineering-Cemetary	185

Table of Contents (cont.)

Consider contract with David DanielsBrittany Woods	195
Consider contract with David Danielsmtrade master plan	200
Memo-Rifle_Range_Agreement_1	205

MINUTES

City of Oxford Board of Aldermen Regular Meeting Tuesday, October 5, 2021, 5:00 pm - 7:00 pm City Hall Courtroom



1. Call to order.

The meeting of the Mayor and Board of Alderman of the City of Oxford, Mississippi, was called to order by Mayor Tannehill at 5:00pm on Tuesday, October 5, 2021, in the courtroom of Oxford City Hall when and where the following were present:

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

Mayo Mallette, PLLC- Of Counsel Ashley Atkinson- City Clerk Bart Robinson- Chief Operating Officer Reanna Mayoral- City Engineer Ben Requet- Director of Planning Jeff McCutchen- Police Chief Matt Davis- Director of Parking Enforcement Braxton Tullos- Human Resources Director Joev Gardner- Fire Chief Seth Gaines- Director of Oxford Park Commission Mike Young- Asst. Director of Oxford Park Commission Arledia Bennett- RSVP Director-absent Rob Neely- General Manager of Oxford Utilities Lynwood Jones- Superintendent of City Shop- absent Jimmy Allgood- Director of Emergency Management Amberlyn Liles- Environmental Services Director Gray Parker- Planning Department-absent Greg Pinion- Buildings & Grounds Superintendent Donna Fisher- Municipal Court Clerk-absent Kara Giles- Executive Assistant to the Mayor Hollis Green- Director of Development Services John Crawley- Asst. City Engineer-absent Chris Carter- Senior Building Inspector Brad Freeman- mTrade Park Director- absent Clay Brownlee- mTrade Park Assistant Director-absent Michael Temple- IT Department Chris Simmons- IT Director Donna Zampella- General Manager of Oxford University Transit Mark Levy- General Government

2. Adopt the agenda for the meeting.

It was moved by Alderman Bailey, seconded by Alderman Hyneman to adopt the agenda for the meeting with the addition of items 6bxii, 6bxiii, 6cii, and 6ciii and the deletion of item 19. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

3. Mayor's Report

4. Authorize the approval of the minutes of the Regular Meeting on September 21, 2021 and the Special Meeting on September 28, 2021. (Ashley Atkinson)

It was moved by Alderman Morgan, seconded by Alderman Bailey to approve the minutes of the Regular Meeting on September 21, 2021 and the Special Meeting on September 28, 2021. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

It was moved by Alderman Morgan, seconded by Alderman Bailey to approve the accounts for all city departments including a claims docket showing General Fund claims numbered 114231-114406, Trust & Agency claims numbered 35173-35224 and 5131-5135, Water & Sewer claims numbered 36726-36761, Metro Narcotics claims numbered 7746-7752, and a Bond & Interest claim numbered 6070 and totaling \$2,782,838.35. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6. Consider the consent agenda:

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

a. Fixed Assets Management:

 Request permission to declare a Hoshizaki Ice Machine and Bin, a Craftsman 33 gallon air compressor with asset tag 1731, and a Craftsman 2 gallon compressor with asset tag 4152 surplus in the Oxford Fire Department and authorize their disposal. (Joey Gardner)

b. Human Resources:

- Request permission to approve a promotion for Raymond Carter from Part-time Grounds Worker to Part-time Supervisor at mTrade Park, with a new hourly rate of \$10.00. (Braxton Tullos)
- ii. Request permission to hire Aubree Booty and Caroline Perkins as Concession Stand workers at mTrade Park, each with an hourly rate of \$8.25. (Braxton Tullos)
- Request permission to hire Ashton Berryhill as a Firefighter with an annual salary of \$39,933.70 and Miciah Heard as a Firefighter with an annual salary of \$37,784.89 in the Oxford Fire Department. (Braxton Tullos)
- iv. Request permission to accept the resignation of Derek Hawley in the Oxford Fire Department, effective September 27, 2021. (Braxton Tullos)
- Request permission to accept the resignation of Danny Dickey, effective October 5, 2021, in the City/County Transit Department and advertise for a replacement. (Braxton Tullos)
- vi. Request permission to hire Jamie Briscoe as a Part-time Bookkeeper in the RSVP Department with an hourly rate of \$15.00. This position is time-limited and will be eliminated when the current Bookkeeper returns from maternity leave. (Braxton Tullos)
- vii. Request permission to promote Nehemiah Carter from Part-time to Full-time Communications Officer in the Oxford Police Department with a new annual salary of \$32,077.71. (Braxton Tullos)
- viii. Request permission to hire Ronnie Ryan as a Full-time Parking Enforcement Officer in the Parking Enforcement Division with an annual salary of \$28,124.83. (Braxton Tullos)
- ix. Request permission to hire Jonathan Edge as a Service Technician III in the City Shop Department, with an annual salary of \$36,627.31. (Braxton Tullos)
- x. Request permission to approve salary adjustments for Kimberly Richardson and John Marbury in the Oxford Police Department. Ms. Richardson's hourly rate will be increased to \$23.36 and she will also be given \$192.31 per pay period to administer several other OPD grants. Mr. Marbury's hourly rate will be increased to \$23.82. (Braxton Tullos)
- xi. Request permission to approve a step raise for Scott Allen in the Development Services-Building Department for successfully passing the Residential Building Inspector exam. His new salary will be \$43,752.12. (Braxton Tullos)
- xii. Request permission to accept the resignation of Ethan Carmichael in the Oxford Fire Department, effective October 5, 2021. (Braxton Tullos)
- xiii. Request permission to hire Brian Langston as a Firefighter in the Oxford Fire Department with an annual salary of \$37,784.89. (Braxton Tullos)

c. Miscelleanous:

- Request approval of water and/or sewer adjustments in accordance with the Oxford Utilities Leak Adjustment Policy. (Rob Neely)
- ii. Request permission to approve a sole-source purchase, in the amount of \$8,700.00, from LEFTA Systems for a software subscription for the Oxford Police Department. (Jeff McCutchen)
- iii. Request permission to approve a sole-source purchase, in the amount of \$10,070.00, from Grayshift for a software subscription for the Oxford Police Department-Narcotics Division. (Jeff McCutchen)

d. Travel Requests:

- Request permission for the Director and Sales Manager to attend the MS Tourism Association 2021 Governor's Conference on Tourism in Jackson, MS on October 20-22, 2021 at an estimated cost of \$1,360.00. (Hayden Guest)
- ii. Request permission for an employee to attend the Building Officials Association of MS Winter Conference on November 30-December 4, 2021 in Natchez, MS at an estimated cost of \$1,000.00. (Chris Carter)
- Request permission to send an employee to the MS SWANA (Solid Waste Association of North America) Fall Conference in Natchez, MS on October 10-14, 2021 at an estimated cost of \$230.00. (Amberlyn Liles)

7. Consider a Resolution of the Mayor and Board of Alderman to affirm the earlier conveyance of a portion of unopened South 13th Street, and to authorize issuance of a replacement quitclaim deed to the successor of the original grantee based on a request from Kirk Milam, on behalf of the Estate of Floyd Metts.

It was moved by Alderman Addy, seconded by Alderman Bailey to adopt a Resolution of the Mayor and Board of Aldermen to affirm the earlier conveyance of a portion of unopened South 13th Street, and to authorize issuance of a replacement quitclaim deed to the successor of the original grantee based on a request from Kirk Milam, on behalf of the Estate of Floyd Metts. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

8. Request permission for the OUT General Manager and two management-level employees to attend the 2021 CTAA Expo Conference on November 7- 11, 2021, in Richmond, VA, at an estimated cost of \$3,963.94. RTAP will reimburse all conference expenses except for \$115.00. (Donna Zampella)

It was moved by Alderman Morgan, seconded by Alderman Addy to approve the OUT General Manager and two management-level employees to attend the 2021 CTAA Expo Conference on Novemer 7-11, 2021, in Richmond, VA at an estimated cost of \$3,963.94. RTAP will reimburse all conference expenses except for \$115.00. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

Request permission to authorize the Mayor to sign the 2021-2022 5311 Grant for the Oxford-University Transit Program. (Donna Zampella)

It was moved by Alderman Bailey, seconded by Alderman Addy to authorize the Mayor to sign the 2021-2022 5311 Grant for the Oxford-University Transit Program. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

10. Request permission to accept the reverse auction bids for the three Automated Garbage Collection Trucks. (Amberlyn Liles)

It was moved by Alderman Morgan, seconded by Alderman Bailey to accept the reverse auction bid from Sansom Equipment Company for two Automated Garbage Collection trucks, at a cost of \$378,747.00 each and to accept the reverse auction bid from Tri-State Truck Center, Inc. for an Automated Garbage Collection truck in the amount of \$407,260.35. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

11. Request permission to accept an offer from Cannon Motor Company for a new Recycling Drop-Off location. (Amberlyn Liles)

It was moved by Alderman Hyneman, seconded by Alderman Addy to accept an offer from Cannon Motor Company for a new Recycling Drop-Off location. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

 Request permission to approve and authorize the Mayor to sign the MDOT contract for City/County Transit. (Arledia Bennett)

It was moved by Alderman Bailey, seconded by Alderman Addy to approve and authorize the Mayor to sign the MDOT contract for City/County Transit. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

13. Update on balconies located in the City ROW areas. (Chris Carter)

Alderman Huelse recused himself and left the meeting.

After a brief discussion, it was moved by Alderman Addy, seconded by Alderman Bailey to limit the capacity of the balconies at the Thompson House, My Favorite Shoes, Something Southern, Square Books, Jr., University Sporting Goods, and Nella (Duvall's building) to 50% of allowed capacity as provided by their engineering report or the Oxford Fire Department occupancy load (whichever is lower); the allowed capacity shall be posted at the entrance to each balcony. The balcony at the Duvall's building shall be closed and not occupied until the needed repairs are completed. Property owners have a year to repair their balconies and bring them up to IBC guidelines. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

14. Request permission to close the section of University Avenue from Old Taylor Road to 5th Street on December 6, 2021 at noon for the staging of the annual Christmas parade. (Jimmy Allgood)

Aldermen Huelse returned to the meeting.

It was moved by Alderman Addy, seconded by Alderman Hyneman to close the section of University Avenue from University Place to 5th Street on December 6, 2021 at noon for the staging of the annual Christmas parade. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

15. Second reading and Public Hearing on a proposed Ordinance to rezone approximately +/- 4.6 acres, Case #2784, owned by MFM Development, LLC, from (NR) Neighborhood Residential to (SCO) Suburban Corridor, for property located at 2385 South Lamar Boulevard, being further identified as PPINs 8908 and 10381. (Ben Requet)

After calling for public comment and receiving none, it was moved by Alderman Addy, seconded by Alderman Huelse to approve the proposed Ordinance and rezone approximately +/- 4.6 acres, Case #2784, owned by MFM Development, LLC from (NR) Neighborhood Residential to (SCO)

Suburban Corridor, being further identified as PPINs 8908 and 10381. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

16. Second reading and Public Hearing on a proposed Ordinance amending the City of Oxford Land Development Code, Case #2792. (Ben Requet)

After calling for public comments and receiving none, it was moved by Alderman Hyneman, seconded by Alderman Huelse to approve the proposed Ordinance amending the City of Oxford Land Development Code, Case #2792. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

17. Request permission to approve and authorize the Mayor and the Police Chief to sign the annual Interlocal Agreement for the Lafayette-County Metro Narcotics Unit for FY 2021-2022. (Jeff McCutchen)

It was moved by Alderman Bailey, seconded by Alderman Huelse to approve and authorize the Mayor and the Police Chief to sign the annual Interlocal Agreement for the Lafayette County Metro Narcotics Unit for FY 2021-2022. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

18. Request permission to approve the list of unmarked cars as required by state statute. (Jeff McCutchen)

It was moved by Alderman Addy, seconded by Alderman Huelse to approve a list of unmarked cars as required by state statute. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

19. Request permission to approve a Restaurant Consumption Permit for SRM, LLC DBA The Isom Place. (Jeff McCutchen)

This item was removed from the agenda.

 Consider a revocable license for Funky's for the use of surplus municipal property located on Jackson Avenue East. (Mark Levy)

It was moved by Alderman Addy, seconded by Alderman Bailey to approve a revocable license for Funky's for the use of surplus municipal property located on Jackson Avenue East. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

21. Request permission to approve the Oxford Garden Club's participation in the Adopt-a-Street Program. (Mark Levy)

It was moved by Alderman Addy, seconded by Alderman Huelse to approve the Oxford Garden Club's participation in the Adopt-a-Street Program. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

22. Consider a proposal from Demolition Specialists, LLC for asbestos testing on the old RSVP Building. (Mark Levy)

It was moved by Alderman Bailey, seconded by Alderman Huelse to approve a proposal from Demolition Specialists, LLC for asbestos testing on the old RSVP Building. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

23. Request permission to approve the Municipal Compliance Questionnaire for FY 2020-2021. (Ashley Atkinson)

It was moved by Alderman Bailey, seconded by Alderman Addy to approve the Municipal Compliance Questionnaire for FY 2020-2021. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

24. Request permission to approve a list of budget re-allocations and amendments for FY 2020-2021. (Ashley Atkinson)

It was moved by Alderman Addy, seconded by Alderman Hyneman to approve a list of budget reallocations and amendments for FY 2020-2021. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

25. Request permission to close Tyler Avenue between South 14th Street and South Lamar beginning October 5th to repair a damaged utility line. (Reanna Mayoral)

It was moved by Alderman Bailey, seconded by Alderman Huelse to close Tyler Avenue between South 14th Street and South Lamar beginning October 5th to repair a damaged utility line. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

26. Request permission to close East Jackson Avenue, South 10th Street and South 11th Street from 7:00am-5:00pm on October 11, 2021 for the repair of lights in that area. (Reanna Mayoral)

It was moved by Alderman Bailey, seconded by Alderman Addy to close East Jackson Avenue, South 10th Street and South 11th Street from 7:00am-5:00pm on October 11, 2021 for the repair of lights in that area. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

27. Consider a contract renewal with Michael Rogers, P.E. for professional services related to the maintenance of the City of Oxford Water Model. (Reanna Mayoral)

It was moved by Alderman Bailey, seconded by Alderman Addy to approve a contract renewal with Michael Rogers, P.E. for professional services related to the maintenance of the City of

Oxford Water Model. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

28. Consider a contract with Williams Engineering Consultants for professional services for the South Lamar Box Culvert Hazard Mitigation Project. (Reanna Mayoral)

It was moved by Alderman Huelse, seconded by Alderman Morgan to approve a contract with Williams Engineering Consultants for professional services for the South Lamar Box Culvert Hazard Mitigation Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

29. Consider a contract with Williams Engineering Consultants for the Construction, Inspection and Engineering Services for the Cemetery Creek Project. (Reanna Mayoral)

It was moved by Alderman Bailey, seconded by Alderman Addy to approve a contract with Williams Engineering Consultants for the Construction, Inspection and Engineering Services for the Cemetery Creek Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

30. Consider a contract with Daniels & Associates for professional services for the Brittany Woods Water Improvements Project. (Reanna Mayoral)

It was moved by Alderman Huelse, seconded by Alderman Bailey to approve a contract with Daniels & Associates for professional services for the Brittany Woods Water Improvements Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

31. Consider a contract with Daniels & Associates for professional services to develop plans for the future wells, water plant, and distribution system at mTrade Park. (Reanna Mayoral)

It was moved by Alderman Huelse, seconded by Alderman Hyneman to approve a contract with Daniels & Associates for professional services to develop plans for the future wells, water plant and distribution system at mTrade Park. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

32. Consider an Amended and Restated Use Agreement for the University Intercollegiate Rifle team's use of the rifle range located at the Oxford Conference Center and Army National Guard Readiness Center. (Bart Robinson)

It was moved by Alderman Bailey, seconded by Alderman Hyneman to approve the Amended and Restated Use Agreement for the University Intercollegiate Rifle team's use of the rifle range located at the Oxford Conference Center and Army National Guard Readiness Center. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

33. Consider an executive session.

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

It was moved by Alderman Bailey, seconded by Alderman Huelse to enter into an executive session for a personnel matter in the Oxford Police Department. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Addy, seconded by Alderman Huelse to follow the recommendation of the Police Chief and the Human Resources Director and suspend Marcus Wilson for one day without pay. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

34. Adjourn.

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

Robyn Tannehill, Mayor

Ashley Atkinson, City Clerk



SURPLUS FORM

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

Date of Request: 9/30/2021		
Department that owns Fixed Asset: Oxford Fire		
Fixed Asset Tag Number (If item is not tagged, ple	ease put N/A): N/A	
Physical Location of Asset: OFD Station 1		
If the item being surplused is a vehicle or a piece of	f equipment, please provide:	
Hoshizaki Ice Machine and Bin		
Make	Model	Year
VIN / Serial Number	<u> </u>	Color
If the item being surplused is a tool, please provide	×	
Description of Tool (including brand):		
	\	
Serial Number (if none, write N	I/A)	Color
For all other assets, please provide a complete desc Ice machine and bin that no longer works a	· •	ed:
Name of Person Submitting Surplus Request: J. G	ardner	
Date Approved by BOA:		
107 Courthouse Square Oxford, MS 38655	***	2-236-1310 2-232-2337



SURPLUS FORM

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

Date of Request: 09/30/2021		
Department that owns Fixed Asset: Oxford Fire		
Fixed Asset Tag Number (If item is not tagged, please	put N/A): 1731	
Physical Location of Asset: Oxford Station 1		
If the item being surplused is a vehicle or a piece of eq	uipment, please provi	de:
Craftsman 33 gal Air Compressor		\
Make	Model	Year
VIN / Serial Number		Color
If the item being surplused is a tool, please provide:		
Description of Tool (including brand): Craftsman 3:	3 gal Compresor	
Gray in color		∖ Grey
Serial Number (if none, write N/A)		Color
For all other assets, please provide a complete descript	ion of the asset to be s	surplused:
Name of Person Submitting Surplus Request: J. Gard	dner	
Date Approved by BOA:		
107 Courthouse Square Oxford, MS 38655		(p) 662-236-1310 (f) 662-232-2337



SURPLUS FORM

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

Date of Request: 9/30/2021	
Department that owns Fixed Asset: Oxford Fire	
Fixed Asset Tag Number (If item is not tagged, please put N/A): 4152	2
Physical Location of Asset: OFD Station 1	
If the item being surplused is a vehicle or a piece of equipment, please Craftsman 2 gal Compressor	-
Make Model cmxecxa0200243	Year
VIN / Serial Number	Color
If the item being surplused is a tool, please provide:	
Description of Tool (including brand):	
	\
Serial Number (if none, write N/A)	Color
For all other assets, please provide a complete description of the asset t Air Compressor for station 1 no longer works and has been	~
Name of Person Submitting Surplus Request: J. Gardner	
Date Approved by BOA:	
107 Courthouse Square Oxford, MS 38655	(p) 662-236-1310 (f) 662-232-2337

ROBERT M. NEELY III, P.E. GENERAL MANAGER



ROBYN M. TANNEHILL MAYOR

MEMO:

DATE: 9-30-21

TO: MAYOR TANNEHILL & BOARD OF ALDERMEN

CC: ASHLEY ATKINSON

FROM: ROB NEELY

RE: AGENDA ITEMS

I have the following agenda items for the Tuesday, October 5, 2021 Board Meeting.

1. Consider water and/or sewer bill adjustments in accordance with Oxford Utilities Leak Adjustment Policy. (Rob Neely)

Please find a description for each agenda item on the following page. If you have any questions, please feel free to contact me.

Thanks

Robert M. Neely III, P.E., C.P.E.

Ruhmon. July M

General Manager

1. Consider water and/or sewer bill adjustments in accordance with Oxford Utilities Leak Adjustment Policy. (Rob Neely)

The Oxford Utilities Billing Supervisor has reviewed the accounts listed in the attached spreadsheet and confirmed that 1) The leaks associated with the referenced accounts meet the criteria of the Board approved leak adjustment policy and 2) The customer did not receive the benefit of the utility service being adjusted. Based on those findings, Oxford Utilities recommends that the board approve the adjustment of the referenced accounts.

WATER/SEWER ADJUSTMENTS | OXFORD UTILITIES

SEPTEMBER 16, 2021 - SEPTEMBER 30, 2021 TO BE APPROVED: OCTOBER 4, 2021

ACCOUNT NUMBER	CUSTOMER NAME	ADDRESS	WATER ADJUSTMENT	SEWER ADJUSTMENT	ADJUSTMENT TYPE
000709-033841	EVAN ASH	2950 S LAMAR BLVD APT. 1	-\$349.68	-\$464.92	INSIDE
204555-031377	MOHAMMED SHARIFUL ISLAM	POST OAK APT. 30	-\$32.31	-\$42.95	INSIDE
224679-122507	CRAIG GORDON	402 FOREST GROVE ROAD	-\$248.86	Χ	WT ONLY
206772-013331	BRAD MORRIS ENTERPRISES	1603 UNIVERSITY AVENUE #D	-\$48.62	-\$120.36	OUTSIDE
002529-034359	ANDREW C TOMLIN	100 SHADOW CREEK DRIVE APT. 103	-\$14.56	-\$19.35	INSIDE
210193-110015	LEI CAO	714 OAK HILL DRIVE	-\$20.24	-\$53.81	OUTSIDE
212736-000629	BRAD FELTENSTEIN	404 GARNER STREET	Х	-\$187.86	POOL
		TOTAL:	-\$714.27	-\$889.25	



LEFTA Systems

10950-60 SAN JOSE BLVD **SUITE 101** JACKSONVILLE Florida 32223 U.S.A



Invoice# INV-000525

: Ron Wolford

: 09.15.2021 Invoice Date : Net 30 Terms

: 10.15.2021 Due Date

Oxford Police Department (MS)

715 Molly Barr Road Oxford 38655-2158 MS USA

715 Molly Barr Road Oxford 38655-2158 MS USA

Sales person

Ship To

Subject:

Bill To

Annual SUITE Subscription

#	Item & Description	Qty	Rate	Amount
1	Suite Annual Subscription Base: LEFTA, METR, FACTS, IA, PASS, VIPR, V-DOC, EMCOT	1.00 Each	4,000.00	4,000.00
2	Suite annual per user license fee License fee includes IT Support, free updates, and hosting(up to 50GB)	120.00 Each	35,00	4,200.00
3	Command Center (Power BI) Customizable business analytics providing interactive visualizations and business intelligence capabilities	1.00 Each	500.00	500.00

For your convenience, payments can be made electronically by either ACH or

EFT.

Financial Institution: Bank of America Routing Transit Number: 061000052

Account Number: 3340 5228 6200

REMIT PAYMENTS TO:

International Business Information Technologies, dba, LEFTA Systems

10950-60 San Jose Blvd., Suite 101

Jacksonville, FL 32223

Total

8,700.00

Sub Total

\$8,700.00

Balance Due

\$8,700.00

080-601e 60 WCE

Thank you for your Business!!

LEFTA Systems™ SHIELD Suite Sole Source Letter

LEFTA Systems™ is the only vendor that provides one comprehensive software platform, SHIELD Suite, consisting of software applications in the areas of:

- 1. Academy (ATRAX)
- 2. Field Training (LEFTA)
- 3. Employee Training Records (METR)
- 4. Use of Force (FACTS)
- 5. Internal Affairs
- 6. Profiling / Field Investigation (PASS)
- 7. Vehicle Pursuit (VIPR)
- 8. Fleet Vehicle Damage (V-DOC)
- 9. Employee Conduct (EMCOT)
- 10. Immigration Enforcement Tracking (IFIR)

The applications housed under the SHIELD Suite provide an all-inclusive solution for the electronic maintenance and administration of document-based information within an agency. The SHIELD Suite platform also allows a client to manage access for all applications with just one user profile.

Each software application within the SHIELD Suite is a fully independent application that can be customized to client specifications. Customizations can include nomenclature, user permission rights, electronic signature sequence, email alerts and much more.

While they function independently, several of the applications connect with related applications within the platform. The ATRAX academy application links with our LEFTA field training application. LEFTA also links with our employee training records application METR, allowing a clear view of an employee's training from the time they enter the academy until they retire or leave an agency. Other applications allow for the population of data points that were previously captured in different reports, alleviating redundant data entry.

LEFTA Systems[™] also offers an optional business intelligence tool that allows clients to intelligently interpret hundreds of data points collected within the SHIELD Suite, as well as incorporating a highly customizable Early Warning System.

We are a cloud-based Software-as-a-Service (SaaS) provider that utilizes Microsoft's AZURE Government to securely host client data with redundancy backup and a four-million-dollar cyber insurance policy.

Our applications are a need-based line of software developed by LEFTA Systems™ specifically to meet the challenges of documenting training and other areas of high liability. LEFTA Systems™ SHIELD Suite is the only integrated product of its kind on the market. We own the development code for these software applications and LEFTA Systems™ is the sole distributor of the SHIELD Suite.

Best regards,

Bryan Selzer

Chief Executive Officer



GRAYSHIFT

INVOICE

Oxford Police Department 10 Industrial Park Dr OXFORD MS 38655 US Invoice Date Aug 31, 2021

Invoice Number INV-3504

Reference Q-09733-1 Grayshift LLC 931 Monroe Drive NE Suite A102-340

ATLANTA GEORGIA 30308 UNITED STATES

Office: 833-472-9539 Fax: 404-420-2797

ax. 404.420-279

DUNS number: 081045174 CAGE Code: 7ROW9

Description	Quantity	Unit Price	Amount USD
GrayKey Online Essentials License	1.00	9,995.00	9,995.00
GrayKey Unit	1.00	500.00	500.00
First year license discount	1.00	(500.00)	(500.00)
Shipping & Handling	1.00	75.00	75.00
		Subtotal	10,070.00
		TOTAL USD	10.070.00

Due Date: Sep 30, 2021 TIN: 813806753 Bank & EFT Information:

Silicon Valley Bank 3003 Tasman Drive, Santa Clara, CA 95054

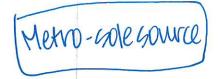
Account Type: Checking Account Number: 3303024355 ACH/Wire Routing Number: 121140399 SWIFT code (USD): SV8KUS6S

PLEASE SEND PAYMENT INFORMATION TO BILLING@GRAYSHIFT.COM

ACCOUNT # 100.101.600

APPROVED BY Q.38.21

DATE



PAYMENT ADVICE

To: Grayshift LLC
931 Monroe Drive NE
Suite A102-340
ATLANTA GEORGIA 30308
UNITED STATES

Office: 833-472-9539 Fax: 404-420-2797

DUNS number: 081045174 CAGE Code: 7ROW9

Customer Invoice Number	Oxford Police Depa INV-3504	rtment
Amount Due	10,070.00	
Due Date	Sep 30, 2021	
Amount Enclosed	**************************************	Property Control of Allerance
	Enter the amount	you are paying above



GRAYSHIFT, COM

info@grayshift.com

Grayshift, LLC

931 Monroe Dr NE Suite A102-340 Atlanta, GA 30308

July 26, 2021

To Whom It May Concern:

This letter is to provide notification that Grayshift, LLC ("Grayshift") is the sole manufacturer of GrayKey forensic software and that GrayKey proprietary training courses are only provided by Grayshift and its authorized instructors. Training for GrayKey is internally developed and distributed only by Grayshift, and Grayshift owns exclusive distribution and marketing rights of such training. Due to the unique proprietary nature of the technology, GrayKey training is provided only as a direct transaction between Grayshift and its end customers. There are no agents or dealers authorized to represent the provision of training for GrayKey.

If you desire additional information, please contact sales@grayshift.com.

Sincerely,

- DocuSigned by:

Mark Snell F933E1950E5A420...

Mark Snell

Chief Financial Officer

Grayshift, LLC

KIRK MILAM, ATTORNEY AT LAW, PLLC

428 N. LAMAR, SUITE 103 OXFORD, MS 38655 662.238.3354 KIRK.MILAM@GMAIL.COM

September 29, 2021

The Honorable Robyn Tannehill Via Email – <u>robyn@oxfordms.net</u>

Mr. Rick Addy

Via Email - <u>rick@addyphotography.net</u>

Mr. Mark Huelse

Via Email - mrhoxford@gmail.com

Mr. Brian Hyneman

Via Email - bhyneman@hickmanlaw.com

Mrs. Ashley Atkinson

Via Email - <u>aatkinson@oxfordms.net</u>

Mrs. Kesha Howell Atkinson

RE: 1301 Fillmore Ave.

Record Owner: Floyd Metts Parcel No. 138D-28-019.00

PPIN 8303

Dear Mayor Tannehill and Aldermen:

I was attempting to close the purchase of the above referenced property for Betsy and Rhodes Scott when I ran into an issue with the ownership of the property.

In 1949, Floyd Metts, deceased, purchased the South half of Lot 3 and the South half of Lot 19 as set out on the City of Oxford Map of 1939. As you can see in this picture, the City of Oxford Map of 1939 shows South 13th St. being between Lots 3 and 19.

Mr. Preston E. Taylor

Via Email - prestontaylor04@aol.com

Mr. Jason Bailey

Via Email - ward6Oxfordms@gmail.com

Mr. John Morgan

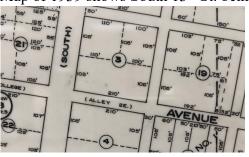
Via Email – john.morgan@freedomdesigns.com

Mr. Paul Watkins

Via Email - pwatkins@mayomallette.com

Mr. Ben Requet

Via Email - bjrequet@oxfordms.net



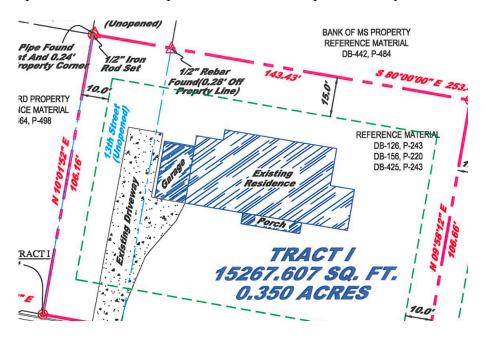
On September 14, 1948, The Oxford Board of Aldermen approved a motion to quitclaim the portion of S. 13th St. between North half of Lot 3 and North half of Lot 19, provided the portion of S. 13th St. between the South half of Lot 3 and North half of Lot 19 have been quitclaimed. *See Minute Book 13, page 335, copied and annotated below.*

```
On motion made, seconded, and passed it was ordered that a quitclaim deed be given to Harper Mathis to a 105' section of So. 13th St. beginning at the South right-of-way of Taylor Avenue and lying between Lot 3 and Lot 19 provided quitclaim deeds have been given to portions of this street immediately North and immediately South of the above described portion of said street.

On motion made, seconded and passed it was ordered that this Board do now recess until Tuesday September 14, 1948, at 7:30 FM.
```

The Board of Aldermen approved an executed a Quitclaim Deed conveying North half of S. 13th St. to Harper Marthis on October 18, 1948. *See Minute Book 13, page 353-53*.

It is clear from the Minutes that the City of Oxford intended to convey S.13th St. to the owners of the property that neighbored the street to be abandoned. However, no deed memorializing this transfer to the owners was ever recorded in either the City of Oxford Minutes or the Lafayette County land records. On October 29,1949, Mr. Metts purchased the South half of Lots 3 and Lots 19 from Margaret G. Muckenfuss. His residence was built, at least partially upon the land upon which S.13th was platted on the 1939 map. See Survey below.



Mr. Metts utilized this property as his residence until he recently passed away. His heirs have entered into a contract to sell the property to a family who will renovate the house. To complete the transaction, the Metts heirs and the purchasers need the City to follow through with its decision in 1948 and execute a quitclaim deed abandoning S. 13th St. to the Metts heirs.

I am requesting that you put this issue on the Agenda at the next available meeting and give me a brief opportunity to present this case and a resolution authorizing the City of Oxford to prepare, execute and record a deed conveying unopened S. 13th St. to the Metts' Heirs.

If you have any questions, please do not hesitate to contact me using the information above.

Sincerely,

KIRK MILAM

Witsilan

RESOLUTION OF THE CITY OF OXFORD, MISSISSIPPI REGARDING A PORTION OF UNOPENED SOUTH 13TH STREET

The Board took up for consideration property designated as a portion of unopened South 13th Street, and, upon due consideration, the City of Oxford, Mississippi adopts the following Resolution, which was first reduced to writing:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF OXFORD, MISSISSIPPI, TO AFFIRM THE EARLIER CONVEYANCE OF A PORTION OF UNOPENED SOUTH 13TH STREET, AND TO AUTHORIZE ISSUANCE OF A REPLACEMENT QUITCLAIM DEED TO THE SUCCESSOR OF THE ORIGINAL GRANTEE

WHEREAS, prior to 1948, the City owned property that was originally platted and intended to be used as a portion of South 13th Street; and

WHEREAS, the City's Mayor and Board of Aldermen took the following action on its minutes at its regular meeting on September 7, 1948:

On motion made, seconded, and passed it was ordered that a quitclaim deed be given to Harper Mathis to a 105' Section of So. 13th St. beginning at the South right-of-way of Taylor Avenue and lying between Lot 3 and Lot 19 provided quitclaim deeds have been given to portions of this street immediately North and immediately South of the above described portion of said street.

; and

WHEREAS, the Mayor and Board of Aldermen authorized the Mayor and City Clerk to execute the above-described quitclaim deed to Harper Mathis at its regular meeting on October 5, 1948; and

WHEREAS, the Mayor and City Clerk executed the quitclaim deed on October 18, 1948; and

WHEREAS, the land "immediately South" of the above-described property was situated immediately west of the south half of Lot 19 as depicted on the Official City Map of 1939; and

WHEREAS, a portion of the southern half of Lot 19 was developed as a residence with the address 1301 Fillmore Avenue; and

WHEREAS, the owners of the residence at 1301 Fillmore Avenue have occupied and used that southern portion of unopened South 13th Street as part of their lot since 1949; and

WHEREAS, no quitclaim deed can be located for that southern portion of unopened South 13th Street; and

WHEREAS, based on the available documentation, the Mayor and Board of Aldermen find that: (1) the City abandoned and vacated the southern portion of unopened South 13th Street adjacent to the house at 1301 Fillmore Avenue in 1948; (2) the Mayor and Board of Aldermen either issued a quitclaim deed for the southern portion of unopened South 13th Street or intended to do so; (3) either such quitclaim deed has been lost or the City failed to issue such a quitclaim deed due to an administrative oversight; (4) the City has not used, maintained, or exercised any control over that southern portion of unopened South 13th Street since it abandoned it in 1948; and (5) the City does not need or intend to use that southern portion of unopened South 13th Street for any public purpose.

NOW, THEREFORE, BE IT RESOLVED BY the Mayor and Board of Aldermen of the City of Oxford, Mississippi, the City hereby approves and authorizes the Mayor to issue a replacement quitclaim deed for that southern portion of unopened South 13th Street to the current owner of the residence at 1301 Fillmore Avenue.

After full discussion of this matter, Alderman	_ moved	that	the
foregoing Resolution be adopted and said motion was seconded by Alderman			,
and upon the question being put to a vote, the vote was as follows:			
Alderman Addy			

Alderman Huelse		
Alderman Hyneman		
Alderman Howell		
Alderman Taylor		
Alderman Bailey		
Alderman Morgan		
WHEREUPON, the foregoin	g Resolution was d	leclared passed and adopted at a regular
meeting of the Mayor and Board of A	Aldermen of the City	of Oxford, Mississippi; on this, the
day of, 2021.		
		W.L. MANOR
	ROBYN TANNEH	IILL, MAYOR
ATTEST:		
ASHI EV ATKINSON CITY CLER		

Oxford University Transit Travel Request Form

List all Travelers:	Donna Zampella		
	Billy Petty		
	Walt McCullough		
Explain Reason For Tra	vel: CTAA Expo 2021.		
	- · · · · · · · · · · · · · · · · · · ·	···	
Destination: Richr	mond VA		
		·	
Departure Date:	November 7, 2021	Return Date: November 1	1, 2011
	Entimated Travel	ion Maria and Transmarksian Cash	
	<u>Estimated Travel</u>	er Meals and Transportation Cost	
		Airfare/Room Airfare Estimate:	3,398.94
		Mileage Expense: Parking Expense:	70.00 45.00
		Rental Car Expense:	45.00
		Meal Expense:	450.00
		Other Cost	
Motel/Hotel Name	Hilton Richmond Downt	nwn	
Motor Hamo	THROTT CONTIONA DOWN		
		Lodging Cost:	In with Airfare
		Registration Cost:	1425.00
Method of Travel	Private Vehicle/ Air		
		Travel Cost	\$3,963.94
Total Cost Per Person	\$1,321.00	Total Cost For Trip	\$3,963.94
Funding Source	MPTA Scholarship re	efund - Applied For	
MDOT Approval			Date
Aldermen Board Appro	oval		Date

Registration Confirmed - 2021 Community Transportation EXPO

CTAA Events <events@ctaa.org>

Mon 9/20/2021 4:07 PM

To: Donna Zampella <dzampella@outransit.com>

Dear, Donna Zampella.

Thank You For Registering For the 2021 Community Transportation EXPO. Your Confirmation Number is - N8NTQ6P9NTP.

nttps://ctaa.org/expo/. You can also follow EXPO on twitter (@CTAAEXPO) To keep up-to-date on all the latest information on the 2021 Community ransportation EXPO, keep checking back to the EXPO website at and on Facebook (CTAA EXPO)

Make Your Hotel Reservations EARLY

the Richmond Marriott is the place to be for your EXPO stay. The special EXPO Don't be left out and stuck at an unknown hotel. Make your reservations now at Richmond and a short walk away from Greater Richmond Convention Center, accommodation, all the elements come together perfectly at our host hotel deally situated just steps away from the endless array of things to do in the official EXPO hotel, the Richmond Marriott. From location to rate for the hotel is \$189/night. Click here to reserve your room online at the group rate. If you prefer to call reservation please make sure you indentify yourself as an attendee of in your reservation please call 804.643.3400. When calling in your CTAA to receive the group rate

*Hotel Reservations - Fraud Alert!

with hotel reservations at EXPO. This group is not contracted by, authorized by Please be aware there is an unauthorized housing group offering assistance or affiliated with CTAA in any way. 1/3

sessions, a terrific trade show plus great food and entertainment. We're glad As always the EXPO will feature informative workshops, lively general you'll be there.

The suggested dress for EXPO is business casual.

Check Your Information:

our registration site and access your conference registration or submit changes make any modifications to your name or contact information, you can login to Please take a moment to review the information listed below so that we can ensure that your conference name badge is printed correctly. If you need to via email by clicking here.

Donna Zampella Oxford University Transit Oxford, MS

Cancellation and Refund Policy:

equests should be sent via email by <u>clicking here.</u> Cancellations received after Friday, October 15, 2021 are nonrefundable, but substitutions will be accepted. writing and are subject to a \$75 administrative fee. Cancellation and refund All registration cancellations and requests for refunds must be received in Please allow 30 days following the conference for refund processing.

Thank you again for your participation at the 2021 Community Transportation EXPO and we look forward to seeing you in Richmond in Novemberl

Sincerely, CTAA Events Team events@ctaa.org If you no longer want to receive emails from CTAA's Registration Site, please Opt-Out Brad White Executive Director

P. O. Box 1850 Jackson, MS 39215-1850 Telephone (601) 359-7249 FAX (601) 359-7050 GoMDOT.com



Brian D. Ratliff
Deputy Executive Director/Chief Engineer

Lisa M. Hancock
Deputy Executive Director/Administration

Charles R. Carr

Director, Office of Intermodal Planning

September 21, 2021

Ms. Donna Zampella, Project Director City of Oxford-Oxford University Transit Management, Inc. 407 Courthouse Square Oxford, MS 38655

Dear Ms. Zampella:

SUBJECT:

NOTICE TO PROCEED/MDOT -CONTRACT #503469

DUN #083270538

We are pleased to inform you that your organization has been approved as a Section 5311 contractor for the 2021-2022 project year. Enclosed for review and signatures are three originals of the referenced contract agreement. This agreement authorizes expenses to be incurred consistent with attached approved project budget, which contains a maximum of \$2,747,252 from Section 5311 Program funds.

A thorough review of this agreement is recommended to ensure your understanding of all contract clauses. The below Exhibits are also attached to the contract agreement. Please ensure that all applicable information is completed on the documents based on the noted explanations and returned with the signed agreements.

- 1. Exhibit C Security Agreement is applicable to all vehicles and other equipment with a current fair market value of \$5,000 or more purchased on or after October 1, 2006. This agreement is applicable to all Section 5310, 5311, and 5339 contractors. (completed upon delivery of vehicles and purchase of equipment)
- 2. Exhibit D Deed of Trust is applicable to all real property (i.e. facilities/land) acquired or renovated with FTA funds. Execution of this document is required for non-governmental contractors that have FTA funded facilities and land.
- 3. Exhibit E Notice of Federal Interest is applicable to all real property (i.e. facilities) acquired or renovated with FTA funds. Execution of this document is required for governmental/tribal contractors that have FTA funded facilities and land.
- 4. Exhibit F Conveyance of Executory Powers would be filed in the county land records and is intended to prevent the encumbrance or sale of any land or facilities purchased or developed with funds awarded by the Department without the express consent of the Department. Execution of this document is also required for contractors that have FTA funded facilities.

Transportation: The Driving Force of a Strong Economy

MDOT September 21, 2021 City of Oxford-Oxford University Transit Management, Inc. Contract #503469 DUN #083270538 \$2,747,252 Page 2

- 5. Exhibit G Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs This document provides regulatory guidance in the awarding and administration of DOT financial assisted programs in a competitive, nondiscriminatory manner providing a level playing field for DBEs. This document is to be maintained in your project files.
- 6. Exhibit H EEV Certification and Agreement This document is to be completed by all FTA funded sub-recipients certifying compliance with Senate Bill 2966 from the 2006 MS Legislative Session. By signing this document you certify compliance with the Mississippi Employment Protection Act as published in the law.

Also enclosed for signatures are three (3) copies of the Annual Certification of Use of Project Equipment and three (3) Authorized Vehicle Inventory. Each of these documents requires signatures and must be returned to us along with proof of current vehicle insurance coverage and a copy of your project's fidelity bond. These documents are required to be a part of the official contract file. It is important to remember that the Certification of Use of Project Equipment must accompany the inventory. Also, any changes to the inventory must be typed and initialed.

We are requesting that all of the **signed** documents are returned to us no later than **Thursday**, **September 30**, **2021**. Your attention is called to the contract number assigned to this project. All correspondence submitted to us concerning this project should include this number as part of the subject line.

If you have questions or require additional assistance, please contact Mr. Roderick Bailey or me by telephone at (601) 359-7600, by fax at (601) 359-7777 or via e-mail @ swilson@mdot.ms.gov

Sincerely,

Shirley F. Wilson Public Transit Director

SFW:ma

Enclosures



PLEASE NOTE: THE BUDGET NARRATIVE <u>DOES NOT</u> REFLECT THE CHANGES THAT WERE MADE TO YOUR BUDGET. WHEN ENTERING THE BUDGET NARRATIVE INTO ATDS, PLEASE MAKE THE NECESSARY CHANGES. <u>ONCE YOU ENTER THE BUDGET NARRATIVE IN THE NEW ATDS SOFTWARE, FORWARD A COPY TO THE PUBLIC TRANSIT DIVISION NO LATER THAN NOVEMBER 8, 2021.</u>

PLEASE NOTE: YOU WILL RECEIVE A SEPARATE APPROVED VEHICLE BUDGET WITHIN THE NEXT 30 DAYS.



Page 1 of 3

Print Date: CFDA#

09/16/21

Contract No. Grant No.

FAIN

20.509 503469

Grant No. FAIN

MS-18-X048 MS-2020-003

MS-18-X050 MS-2021-016-00

Supplemental Agreement #

Budget Revision # Budget Amendment #

Section 5311 Rural Areas Transportation Program

Date Approved: Oct. 1 2021

PROJECT BUDGET

City of Oxford

PROJECT PERIOD:

From 10/1/2021

'To 9/30/2022

₋ine	Item	Unit	Unit Cost	Cutara	
<u> </u>	Non-Operating Expenses	Onit	Offit Cost	Extension	Tota
	Equipment				
	Capital Expenses				
. Commun	ications Equipment	40			
. Major Co	mponents	12	1,600	19,200	
Office Fo	pmt/Computer Hardware/Shop	12	3,750	45.000	
Equip/Su	rve Cameras				
Facilities	TVC Carrieras	12	9,625	115,500	
Mobility N	Acnons	0	0	0	
Shaltare/	nanager	12	3,333	40,000	
Shellers/E	Bus Stops	1	5,000		
Vehicles/I	_ease	Ô	0,000	5,000	
Other-		0	U	0	
TOTAL (CAPITAL EXPENSE	0	0	0	
					224,700

	Administrative Expenses				
10 11 12 13	Secretary Bookkeeper-	0.0% 0.0% 0.0% 100.0%	0 0 0 38,000	0 0 0 38,000	
14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25.	Source: Salary Sub-Total Fringe	32.0000% 12 0 12 12 12 12 0 12	417 0 650 100 500 0 900 10,000	12,160 5,000 0 7,800 1,200 6,000 0 10,800 120,000	38,000
26. 27. 28.	Indirect - Percentage: TOTAL ADMINISTRATIVE EXPENSE (Sum TOTAL NON-OPERATING EXPENSE (Sum	0.00% of Lines 15, 25, a of Lines 9 and 2	and 26) 7)		162,960 0 200,960
29.	Revenues Applied to Non-Operating Expenses Source:				425,660

Admin. Cost as a Percentage of Total Adjusted Budget

5.11%

_	e 2 of 3	Print Date:	09/16/21
Line		Amount	Totals
30.	Non-Operating Expense Offset Excluding Non-Operating Salaries		Jotalo
	(Sum of Lines 9, 25, and 26 minus Line 29)	387,660	
31.	Total Non-Operating Expense Deficit	307,000	
	(Line 15 plus Line 30)		
32.	Section 5311 Non-Operating Funds Requested (80% of Line 31)		425,660
33.	Local Cash Share (May not be less than 20% of Line 31)		340,528
	Source: City of Oxford/University of MS	85,132	
34.	TOTAL REVENUE		
35.			425,660
	Line 31 minus Line 34 (Must Equal "0" or "1")		, U

	Operating Expenses	Unit	Unit Cost	Extension	
36.	Operations Supervisor 1st Shift	100.0%	52,000	52,000	
37.	Drivers, Full-time	49	30,000	1,470,000	
38.	Drivers, Part-time	6	900	5,400	
39,	Mechanic(s)	4.0	41,000	164,000	
40.	Lead Mechanic - Maintenance Director	100.0%	50,000	50,000	
41.	Dispatcher	2.0	35,500	71,000	
42.	Other Staff - Oper Supervisor 2nd Shift	100.0%	50,000	50,000	1
43,	Other Staff - Maintenance Crew	3.0	25,000	75,000	
44,	Fringe	32.0000%	20,000	619,968	
45.	Vehicle Insurance	12	37,500	450,000	
46.	Fuel and Oil	12	33,000	396,000	
47.	Tires	12	4,200	·	
48	Preventive Maintenance Parts	12	2,000	50,400	
49.	Preventive Maintenance Labor	12	125	24,000	
50,	Repairs Parts	12	8,500	1,500	
51.	Repairs Labor	12		102,000	
52.	License Tags	0	1,670	20,040	
53.	Rent/Utilities	0	0	0	ĺ
54,	Other (Driver Expenses)	12	0	0	
55.	Other: Grounds, Radios, Nexbus, Towing	12	2,550	30,600	
	Total of Lines 45 through 55 (100% CARES	Funde)	8,000	96,000	ľ
		o i ulius)			1,170,540
56.	TOTAL OPERATING EXPENSE				0.557.000
	Operating Revenues			-, -	2,557,368
[, •			Amount	
57.	Fares (Projected)			25 220	}
58.	Other (Source): Aartment Complexs			25,000	
(1) X	= A-B-C, where: A = Total Administrative Expenses			60,000	

nere: A = Total Administrative Expenses
B = Revenues (if they exist; if not
B = O), Line 22
C = Total Unrestricted Federal Funds,
Line 23
X = Unrestricted Federal Funds to be counted as
Other Federal Funds (Used as 1/2 Local), Line 27

Page 3 of 3		
Line Item	Print Date:Amount	09/16/21
59. TOTAL OPERATING REVENUE (Line 57 plus Line 58) 60. TOTAL OPERATING DEFICIT (line 56 minus Line 59)	Amount	Totals 85,000 2,472,368
Other Revenue Used to Offset Deficit		2,472,000
 61. Charter Profit 62. Contracts (Service Sold to Other Agencies) 63. Advertising Profit 64. Local Source: City of Oxford/Unversity of MS 65. SUBTOTAL Other Local (Must Not Be Less Than 25% of Line 60) 66. Line 65 minus 50% of Line 60 = Excess Local 67. Section 5311 Operating Funds Requested (50% of Line 60 minus Line 66) Plus 100% CARES Funds 68. Line 60 minus Line 65 minus Line 67 Plus CARES Funds (Must Equal 0) 	0 0 0 1,236,184	1,236,184 (0) 2,406,724
BUDGET RECAP		(0)]
Non-Operating Expense, Line 28 Operating Expense, Line 56 plus CARES Funds TOTAL EXPENSE	425,660 3,727,908 4,153,568	
FUNDING SOURCES	11.00,000	
Section 5311 (80%), Line 32 Section 5311 (50% and 100% CARES) , Line 67 SUBTOTAL Section 5311	340,528 2,406,724	
Other Revenue, Line 29 and 59 Local Cash, Line 33 and 65 SUBTOTAL	85,000 1,321,316	2,747,252
TOTAL FUNDS		1,406,316
		4,153,568

BUDGET NARRATIVE

City of Oxford

October 1, 2021 to September 30, 2022

Ca	pita	aj E	хp	en	se	S

	Qty. Description	Unit Cost	<u>Total</u>	Budg. Amt.
1,	Communications Equipment 12 Radio Lease Equipment, 0 0 0 0	1,600 0 0 0	19,200 0 0 0	19,200
		_	. 19,200	
2.	Major Components (List separately engines, transmissions, A/C, etc.) 1 Engine 3 Transmissions 1 AC, Eletrictrical 0 0	20,000 5,000 10,000 0	20,000 15,000 10,000 0 0 45,000	45,000
3.	Office Equipment/Computer Hardware 5 Office computer or equipment replacement or upgrades 0 0 0	1,500 0 0	7,500 0 0 <u>0</u> 7,500	7,500
4.	Smart Bus Technology) 12 Wi-Fl, Seon, Data Usage, Tablets, continuing upgrades to GPS 0 Passenger APP, Visual Stop Indicator 0 0	9,000 0 0 0	108,000 0 0 0 0 0	108,000
5.	Mobility Manager 1 OUT to house the Mobility Manager for our Region 0	40, 0 00 0	40,000 <u>0</u> 40,000	40,000
6.	Shelter/Bus Stops 1 Replace or add shelter as needed 0 0 0	5,000 0 0 0	5,000 0 0 0 0 5,000	5,000
7.	Vehicles 3 Replace fleet that is past end of useful life 0 0 0	362,898 0 0 0	1,088,694 0 0 0 1,088,694	1,088,694
8.	Other: 0 0 0 0 0	0 0 0	0 0 0 0 0	

City of Oxford October 1, 2021 to September 30, 2022			Page 2 of
	IARRATIVE		
Administrative Expenses			,
Qty. <u>Description</u>	<u>Unit Cost</u>	Total	Budg. An
10 Project Director 0	0	0	
11. Secretary 1 Office Manager 0	38,000 0	38,000 <u>0</u> 38,000	38,00
12. Bookkeeper 0 0	O O	0 <u>0</u> 0	-
3. Other Staff		•	
o .	0 0	0 0 0	
4. Revenue Applied To Non-Operating Salaries 0 0	0 0	0 <u>0</u> 0	-
6 Fringes 1 Health, Vision, Dental, Life Insurance 0 0 0 0 0	12,160 0 0 0 0	12,160 0 0 0 0 0	12,16
7 Travel/Memberships/Training 1 Membership, CTAA, Travel, MPTA Training 0 0 0	5,000 0 0 0 0	5,000 0 0 0 0 <u>0</u> 5,000	5,000
Audit 0	0	0	-
Office Supplies/Software/Office Equipment 12 Paper, pens, envelops, files, upgrade softwa 0 0 0 0 0	are, calculator etc 650 0 0 0 0 0	7,800 0 0 0 0 0 0 <u>0</u> 7,800	7,800
Telephone 12 Telephone monthly service 0 0	100 0 0	1,200 0 <u>0</u>	1,200

		ting & Advertising			6,000
ļ	12	Print Maps, brochures, signs	500	6,000	
ı	Q		0	O	
۱	0		0	Ō	
	0		0	Ö	
Ĺ	·			6,000	

	Ity of Oxford ctober 1, 2021 to	September 30, 2022			Page 3 of 6
		BUDGET NA	RRATIVE		
	Qty.	<u>Description</u>	<u>Unit Cos</u>	st <u>Tot</u> a	Budg. Amt
22		ce/Bonds			
	1 General Lia	ability Auto Insurance, Bonds	400,00	9 400,00	400,000 0
	0		1	Ο (Ď
			{	0 400,000)
23		A FILL A LONG		155,00	10,800
	0 Center Poli	nt, Electric Bill	900	10,800)
	0		(`)
			() <u>(</u> 10,800	
24	Other: Managem	ent Fee			120,000
	0	Management Fees	10,000		120,000
	0		0	_	
	0	·	Ö	<u>o</u>	
26	Indirect			120,000	
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3	Local Cash Share 1 City of Oxford	I			382,871
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	ing Expenses				
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L	Orivers, Full-time 49				1,470,000
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	ity of Oxford ctober 1, 2021 to September 30, 2022			Page 4 of 6
	BUDGET NARR	ATIVE		
	Qty. Description	Unit Cost	<u>Total</u>	Budg. Amt
39	Mechanic(s) 4 0 0	41,000 0 0	164,000 0 <u>0</u>	164,000
40	Secretary		164,000	50,000
	1 Lead Mechanic 0	50,000 0	50,000 <u>0</u> 50,000	00,000
41	Dispatcher 2 0 0 0	35,500 0 0 0	71,000 0 0 0 0 71,000	71,000
42	Other Staff 1 Operation Superviosr - Night 0 0 0	45,000 0 0 0	45,000 0 0 <u>0</u>	45,000
43	Other Staff 3 Maintenance Crew 0 0 0	25,000 0 0 0	45,000 · 75,000 0 0 0 75,000	75,000
44	Fringes 1 Health, Vision, Dental, Life Insurance 0 0 0	618,368 0 0 0	618,368 0 0 0	618,368
45	Vehicle Insurance 0 0	0	618,368 0	•
	0 0	0 0 0	0 0 <u>0</u> 0	
٠	Fuel & Oil 12 Fuelman, Oilman 0 0	33,000 0 0	396,000 0 0 2 396,000	396,000
47 ′	Tires 12 Contract with Firestone	4,200	50,400	50,400

	ity of Oxford ctober 1, 2021 to	September 30, 2022		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Page 5 of 6
		BUDGET NARRATIVE	3		
	Qty.	Description	<u>Unit Cost</u>	<u>Total</u>	Budg. Amt.
	0 0		0	0 <u>0</u> 50,400	
48	Preventive Mainte 12 0 0	enance Parts	2,000 0 0	24,000 0 <u>0</u> 24,000	24,000
49	12 0 0	enance Labor	125 0 0	1,500 0 <u>0</u> 1,500	1,500
50	Repairs Parts 12 0 0		8,500 0 0	102,000 0 <u>0</u> 102,000	102,000
51	Repairs Labor 12 0 0	in the second se	1,670 0 0	20,040 0 <u>0</u> 20,040	20,040
52	License Tags 0 0		0 0	0 <u>0</u> 0	-
53	Rent/Utilities 0 0 0 0		0 0 0	0 0 0 0	-
54	Driver Expenses 12 Uniforms, Dru 0 0 0	ug testing, medical card renewal	2,550 0 0 0	30,600 0 0 0 0 30,600	30,600
55	Other: Building, Gr 12 Building and g 0 0 0	ounds, Towlng grounds upkeep and repairs, towing, cleaning supp	8,000 0 0 0	96,000 0 0 <u>0</u> 96,000	96,000
57	Fares (Projected) 1 Ridership fare 0		25,000 0	25,000 0	25,000

		BUDGET NARRA			
	Qty.	<u>Description</u>	Unit Cost	<u>Total</u>	Budg. An
	0		0	<u>Ö</u>	
8	Other Revenue			25,000	22.00
3	1 Revenue from Ap	artment Complexes	60,000	60,000	60,00
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			-	60,000	
	Charter Profit				-
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	Contracts (Sources and 0	Amounts)	0	^	-
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CONTRACT AGREEMENT FOR NON-URBANIZED AREA 5311 RURAL TRANSPORTATION ASSISTANCE PROGRAM PUBLIC TRANSPORTATION

CONTRACT NO. 503469

DUNS NO. 083270538

CFDA NO. 20.509

GRANT MS-18-X048

FAIN NO. MS-2020-003-00

GRANT MS-18-X050 FAIN NO. MS-2021-016-00 This Contract Agreement is made by and between the Mississippi Transportation Commission, a

body corporate of the State of Mississippi, acting by and through the duly authorized Executive

Director of the Mississippi Department of Transportation (hereinafter referred to as the

DEPARTMENT), and <u>City of Oxford-Oxford University Transit Management, Inc.</u>, (hereinafter referred to as the CONTRACTOR), effective as of the date of latest execution below.

WHEREAS, Chapter 53, (49 U.S.C. Section 5311) as amended formerly referred to as Section 18 of the Federal Transit Act, provides federal capital, administrative and operating assistance for public transportation in rural and small urban areas by way of a formula grant program to be administered by the State, and

WHEREAS, the goals of the Non-urbanized Public Transportation Program are to enhance access by people in non-urbanized areas to health care, shopping, education, recreation, public services, and employment by encouraging the maintenance, development, improvement, and use of

WHEREAS, the CONTRACTOR has submitted to the DEPARTMENT an application for financial assistance to provide public transportation services to the residents of Lafayette Counties, Mississippi, hereinafter referred to as the "PROJECT" as described in the project application for financial assistance; and

WHEREAS, the DEPARTMENT is authorizing the Contractor to incur project costs beginning, October 1, 2021, and ending September 30, 2022.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the DEPARTMENT and the CONTRACTOR hereby agree as follows:

Section 1. Purpose of Contract Agreement. The purpose of this Contract Agreement is to provide for the undertaking of the PROJECT by the CONTRACTOR as defined by Section 2 below and to state the terms, conditions and mutual understandings of the parties as to the manner in which

Section 2. Scope of Project. The CONTRACTOR shall undertake and complete the PROJECT as described in the Section 5311 Grant application submitted to the DEPARTMENT on behalf of City of Oxford-Oxford University Transit Management, Inc. as approved by the DEPARTMENT (said application is herewith incorporated herein as "Exhibit A" to this Contract Agreement by reference and made a part hereof as if fully copied herein in words and figures and is officially on file at the office of the DEPARTMENT) to administer a Rural Transportation Project and provide public transportation service to the residents of Lafavette Counties, Mississippi, in accordance with the applicable policies contained in the approved State Management Plan, as well as the terms and conditions of this Contract Agreement.

Section 3. Period of Performance. The CONTRACTOR shall commence, carry on, and complete the PROJECT within the time periods set forth below.

Non-operating Expenditures. The period of performance for all expenditures under the PROJECT shall be from October 1, 2021, through September 30, 2022.

Operating Expenditures. The period of performance for all expenditures under the h. PROJECT shall be from October 1, 2021, through September 30, 2022.

Section 4. Funding.

a. **Project Funding**

- Funds to cover the federal share of this PROJECT'S cost are being provided (7)through an appropriation authorized under Section 5311 of the Federal Transit Act of 1991, as amended, and it shall be the responsibility of the DEPARTMENT to obtain these funds from the Federal Transit Administration (hereinafter referred to as FTA). Failure of the DEPARTMENT to obtain these funds from the FTA shall result, upon notification by the DEPARTMENT to the CONTRACTOR, in termination of the contract. The CONTRACTOR'S share of the Project cost may range from 10% - 20% for capital, 20% administrative, and 50% operating deficit (minus revenue). Any remaining CARES funds for capital, administrative, and operating costs (minus revenue) will be reimbursed at 100%. The CONTRACTOR shall provide its share of the Project cost at or prior to the time that the DEPARTMENT determines that such funds are needed to meet Project costs.
- The maximum amount of Section 5311 funds payable to the (2) CONTRACTOR for the work described in Section 2 (Scope of Project)

(3)**Availability of Funds**

It is expressly understood and agreed that the obligation of the DEPARTMENT to proceed under any Contract or Agreement is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and/or the receipt of state and/or federal funds, as provided by Section 27-104-25, of the Mississippi Code.

g. Suspend and/or Stop Work: If at any time the funds anticipated for the fulfillment of this Contract or Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the DEPARTMENT for the performance of this Contract or Agreement, then this Contract or Agreement shall be suspended and/or a stop work order issued automatically without any notice to Consultant and/or CONTRACTOR or any surety, for a period not to exceed ten (10)

business days, effective immediately upon the date that said funds are not available, without damage, penalty, cost, or expenses to the DEPARTMENT of any kind whatsoever. CONTRACTOR and/or Consultant are responsible for monitoring the actions of the Mississippi Legislature in its enactment, or its failure to enact, any budget appropriation for the Mississippi Department of Transportation for the ensuing Fiscal Year, or, to monitor the Mississippi Department of Transportation website at, www.gomdot.com.

In the event that said suspension or stop work is necessary, CONTRACTOR and/or Consultant shall take all necessary steps to minimize the incurrence of costs allocable to the suspension and/or stop work order, and advise all subcontractors and contractors to do the same. Upon expiration of the ten (10) business days, if said funds remain unavailable, then DEPARTMENT may, at its discretion, elect to terminate this contract, or to extend the suspension and/or stop work

If a suspension and/or stop work order is not canceled and the work covered by such suspension and/or order is terminated, the CONTRACTOR and/or Consultant may be paid for services rendered prior to the termination. In addition to payment for services rendered prior to the date of termination, the DEPARTMENT may be liable only for the costs, fees, and expenses, if any, for demobilization and close out of this Contract, based on actual time and expenses incurred by the DEPARTMENT be liable for lost profits or other consequential damages. Or.

b. TERMINATION: If at any time the funds anticipated for the fulfillment of this Contract or Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the DEPARTMENT for the performance of this Contract or Agreement, the DEPARTMENT shall have the right, upon ten (10) days written notice to the Contractor and/or Consultant, to terminate this Contract and/or Agreement without damage, penalty, cost, or expenses to the DEPARTMENT of any kind whatsoever. The effective date of termination shall be as specified in the notice or at the end of any fiscal funding period wherein the funds are not available.

In addition to payment for services rendered prior to the date of the termination, the DEPARTMENT may be liable only for the costs, fees, and expenses, if any, for demobilization and close out of this Contract, based on actual time and expenses incurred by the CONTRACTOR

and/or Vendor. In no event shall the Commission be liable for lost profits or other consequential damages.

- b. <u>Allowable Cost.</u> Expenditures made by the CONTRACTOR shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. The expenditures must be:
 - (1) Made in conformance with the Project description and the approved Project budget herewith incorporated by reference and set forth as Exhibit B and all other provisions of this Contract Agreement;
 - (2) Necessary in order to accomplish the PROJECT;
 - (3) Reasonable in amount for the goods or services purchased;
 - (4) Actual net costs to the CONTRACTOR (net cost means the price paid minus any refunds, rebates, or other items of value received by the CONTRACTOR which have the effect of reducing the cost actually incurred);
 - (5) Incurred and be for work performed after the date of this Contract Agreement;
 - In conformance with the standards for allowable costs and other requirements as set forth in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly referred to as the "Super Circular") and all amendments thereto, incorporated herein by reference insofar as applicable hereto;
 - (7) To the satisfaction of the DEPARTMENT;
 - (8) Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the DEPARTMENT; and
 - (9) All purchases must be made consistent with State Laws and Purchasing Procedures.
 - Allowable costs shall be reduced by **all** income, including, but not limited to, farebox revenue and contract revenue (excluding revenues derived from human service agency contracts), received by the CONTRACTOR for services provided under this program or for any other use of equipment purchased through this program. Allowable costs may include eligible costs that are paid by the CONTRACTOR using local contributions that are not required as a part of the match for this project. Local contributions may be added to funds committed to the project budget to further the purposes of the
- c. <u>Documentation of Project Costs.</u> All costs charged to the Project, including any approved services performed by the CONTRACTOR or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges. Only those expenses

which have already been paid by the CONTRACTOR shall be submitted for reimbursement.

- d. <u>Certification Regarding Application and Budget</u>. The CONTRACTOR acknowledges that the DEPARTMENT has relied upon the CONTRACTOR'S application and budget in making this grant award and executing this Agreement. The CONTRACTOR certifies that its application and budget are truthful, accurate and complete and that **all** revenues and expenses related to this project, irrespective of the source, are properly reflected on the CONTRACTOR'S application and the approved budget. The CONTRACTOR further acknowledges and agrees that any misstatement in the application or budget constitutes grounds for immediate termination and/or cancellation of this Agreement.
- e. <u>Establishment and Maintenance of Accounting Records.</u> The CONTRACTOR shall establish and maintain separate accounts for the PROJECT, either independently or within the existing accounting system, to be known as the Project Accounts. The accounts shall be capable of segregating, identifying and accumulating the allowable project costs.
- f. Payment. The DEPARTMENT will provide payments to the CONTRACTOR for allowable costs that have been paid by the CONTRACTOR when such costs are supported by a properly executed request for payment and related invoices. Payments, at the discretion of the DEPARTMENT, may be made in accordance with the advance payment request procedures as outlined in 49 CFR, Part 18.21 or the guidance provided by FTA Circular 5010.1D, Grant Management Guidelines and any amendments thereto. The CONTRACTOR shall invoice the DEPARTMENT at least monthly but not more often than two (2) times in any one month for payment of costs incurred and deemed allowable as defined by Section 4(b). Reimbursement requests must be submitted in accordance with schedules that allow for payments to be approved by the Transportation Commission during regular meetings which are held routinely on the second and fourth Tuesday of each month.

The itemized request for payment, including invoices, shall be reviewed and approved by the MDOT staff. A retainage of at least five (5%) percent of the approved payment will be withheld until the PROJECT is completed, and the annual Statement of Revenues and Expenditures or, if applicable, an audit in accordance with OMB Circular A-133 as amended, has been accepted, unless otherwise advised in writing by the Executive Director. Any costs deemed ineligible for reimbursement by the DEPARTMENT in accordance with the terms and conditions of this Contract Agreement shall be deducted from the retainage before final payment is made or the DEPARTMENT may issue a formal written request for repayment. Any rejected or unaccepted costs shall be borne by the CONTRACTOR.

The CONTRACTOR agrees that reimbursement of any cost, in accordance with the indicated payment methods, does not constitute a final decision by the DEPARTMENT about the allowability of that cost and does not constitute a waiver of any violation by the CONTRACTOR of the terms of this agreement. The CONTRACTOR understands that a final determination concerning allowability will not be made until an audit of the project has been completed. If the DEPARTMENT determines that the contractor is not entitled to receive any part of

the federal funds requested, the CONTRACTOR will be notified in writing. Closeout of this project will not alter the CONTRACTOR'S obligation to return any funds due to the DEPARTMENT as a result of later refunds, corrections or other transactions. Project close-out will not affect the DEPARTMENT'S right to disallow costs and recover funds on the basis of a later review or audit.

The CONTRACTOR agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different Federal agency, or insurance proceeds for any portion of a project activity approved for FTA funding under this Grant Agreement, it will provide written notification to FTA, and reimburse FTA for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company.

E-Invoice and E-Payment PayMode This DEPARTMENT requires that all g. CONTRACTORS submit invoices electronically throughout the term of this agreement and/or contract. CONTRACTOR invoices shall be submitted to the DEPARTMENT using the processes and procedures identified by the DEPARTMENT, which are known and/or available to the CONTRACTOR. Procedures for new CONTRACTORS may be found in the MAAPP Manual in the Vendor File Maintenance sections 11.20.10, 17.20.05 and 17.10.10, and in the related section on requirements for requesting an exemption from electronic payment found in section 17.10.20. CONTRACTOR understands that CONTRACTOR must be enrolled in PayMode e-payment module prior to being enrolled for e-invoicing, and agrees to same, unless CONTRACTOR has applied for and been granted, an exemption. CONTRACTOR may request assistance enrolling by contacting www.mmrs.state.ms.us or by calling the MMRS Call Center at (601) 359-1343. Payments by State Agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited in the bank account of the CONTRACTOR'S choice. CONTRACTOR understands that the DEPARTMENT is exempt from the payment of taxes. All payments shall be in United States Currency.

Payments pursuant to this award will be made for eligible costs documented by invoices for the equipment, work or services incurred in accomplishing project. Final payment will be made after review and approval by the DEPARTMENT of documentation of the completion of the PROJECT and/or any audit documents as may be applicable.

The DEPARTMENT reserves the right to amend or withdraw this award at any time prior to its acceptance by the CONTRACTOR.

h. <u>Disallowed Costs.</u> In determining the amount of Federal assistance the DEPARTMENT will provide, the DEPARTMENT will exclude all PROJECT costs incurred by the CONTRACTOR prior to the date authorized by this Contract Agreement, and any costs attributable to goods or services received under a contract

or other arrangement which has not been concurred in or approved in writing by the DEPARTMENT.

- i. Prohibition Against Use of Federal Funds for Lobbying.
 - (1) The CONTRACTOR or any sub-recipient shall not use Federal assistance funds and funds provided by way of this contract for publicity or propaganda purposes designed to support or defeat legislation pending before Congress.
 - (2) The CONTRACTOR agrees that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- j. <u>Interest/Excess Payments.</u> The following requirements apply to the CONTRACTOR:

Upon notice by the DEPARTMENT to the CONTRACTOR of specific amounts due, the CONTRACTOR shall promptly remit any excess payment of amounts or disallowed costs to the DEPARTMENT. Interest may be assessed from the time of notice and charged for any amounts due to the DEPARTMENT that are not paid as set forth in the State Management Plan.

k. Deobligation of Funds. The DEPARTMENT reserves the right to deobligate unspent funds prior to project close-out.

Section 5. Reports and Records.

- a. The CONTRACTOR shall advise the DEPARTMENT in writing regarding the progress of the PROJECT at such time and in such format as the DEPARTMENT may require, including but not limited to meetings and interim reports. The CONTRACTOR shall collect and submit to the DEPARTMENT at such time as the DEPARTMENT may require, such financial statements, data, records, contracts, and other documents related to the PROJECT as may be deemed necessary.
- b. The CONTRACTOR and subcontractors shall retain all records pertaining to this PROJECT for a period of three (3) years from the date of final payment by the DEPARTMENT to the CONTRACTOR. However, if any litigation or legal action, by or on behalf of the state and federal government has begun that is not completed at the end of the (3) year period, or of audit finding, litigation or legal action has not been resolved at the end of the (3) year period, the records shall be retained until resolution.

Section 6. Review / Audit, Inspection and Close-out.

- a. Contractors must prepare an annual Statement of Revenues and Expenditures for the current year ending September 30. The Statement of Revenues and Expenditures, along with a computation of Section 5311 funds due the contractor must be submitted to the Department within one hundred and twenty (120) days of the end of the period of performance listed in Section 3. Failure to submit the Statement of Revenues and Expenditures and the supporting documentation may result in the forfeiture of the retainage withheld by the Department.
- b. To the extent required, the CONTRACTOR shall cause an audit to be performed in accordance with 2 CFR Part 200 as amended and guidance provided by the DEPARTMENT. The audit report, if required, shall be submitted to the DEPARTMENT and the Federal Audit Clearinghouse within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the period of performance listed in Section 3. Failure to acquire and submit an audit to the DEPARTMENT, if and as required, will result in a finding of non-compliance and subsequently result in suspension of payments to the CONTRACTOR, forfeiture of retainage withheld by the DEPARTMENT, and will limit the ability of the DEPARTMENT to enter into subsequent contracts with the CONTRACTOR or sponsoring organization. At the discretion of the DEPARTMENT, any such retainage may be used to pay the cost of an audit or assessment of the project. Any retainage that subsequently remains may be released to the project upon approval by the DEPARTMENT.
- c. The CONTRACTOR shall permit and shall require third party contractors to permit the DEPARTMENT, the Comptroller General of the United States and the Secretary of the United States Department of Transportation or their authorized representatives to inspect all vehicles, facilities, equipment, materials, and supplies purchased by the CONTRACTOR as part of this project, all transportation services rendered by the CONTRACTOR by the use of such vehicles, facilities and equipment, and all relevant payrolls, project data and records. The CONTRACTOR shall also permit the above named representatives to audit the books, records and accounts of the CONTRACTOR pertaining to the Project.
- d. The CONTRACTOR agrees that any amounts to be refunded to the DEPARTMENT shall be repaid within 30 days of written notification by the DEPARTMENT. Failure to do so may result in delays or suspension of subsequent invoice payments. At a minimum, the following circumstances may result in requests for repayments/refunds:
 - (1) excess program generated income;
 - (2) excess contributed income:
 - (3) other excess income.
- e. Project close-out occurs when the DEPARTMENT notifies the CONTRACTOR in writing and forwards the final federal assistance payment or when the CONTRACTOR'S remittance of the proper refund or repayment has been acknowledged in writing by the DEPARTMENT.

<u>Section 7. Contracts Under This Contract Agreement.</u> Unless otherwise authorized in writing by the DEPARTMENT, the CONTRACTOR shall not assign any portion of the work to be performed under this contract agreement, or execute any contract amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract agreement without the prior written concurrence of the DEPARTMENT.

- a. The Contractor shall insure that every subcontract includes any clauses required by the contract agreement, federal statutes and implementing regulations.
- b. All contracts for services will be developed in accordance with the FTA's requirements for competition and/or private sector participation as referenced in the guidance contained in Circular 4220.1F as amended entitled "Third Party Procurement".
- c. In no event shall this contract or equipment, materials and goods provided hereunder be treated as assets of the CONTRACTOR in any bankruptcy or similar proceeding.

Section 8. Purchase of Project Vehicles, Facilities and Equipment. The purchase of all Project vehicles and/or equipment financed in whole or in part pursuant to this Contract Agreement shall be in accordance with the applicable state and federal laws and procurement regulations, including state competitive bidding procedures and laws and specifications approved by the DEPARTMENT, the DEPARTMENT'S State Management Plan and will be consistent where applicable with the Common Grant Rule and/or or 2 CFR Part 200 (As Amended), and Circular 4220.1F and any revisions thereof as applicable. The undersigned CONTRACTOR certifies its Procurement Compliance by the executed "Procurement Compliance" Certificate attached hereto and made a part of Exhibit A incorporated herein by reference.

- a. <u>Vehicle Purchases.</u> The DEPARTMENT or CONTRACTOR may purchase vehicles for the Project, using vehicle specifications approved by the DEPARTMENT for the purchase of new vehicles. These vehicles are to include buses, mini-buses, vans and other small vehicles in accordance with the CONTRACTOR'S approved application. All purchases are subject to prior approval of the DEPARTMENT, and must be in accordance with State purchasing laws and approved by the State Bureau of Purchasing. Vehicles purchased by the CONTRACTOR must be approved in writing in advance by the Executive Director of the DEPARTMENT.
- b. <u>Other Equipment, Materials, Goods and Services.</u> Other equipment, materials, goods, and services included in the approved application to be financed in whole or in part pursuant to this Contract Agreement may be procured by the CONTRACTOR in accordance with the above procedures and the following requirements:
 - (1) Specifications and Bid Advertisements. Equipment specifications shall be written so as not to unduly restrict competitive bidding. Equipment specification and advertisement for bid packages shall be approved by the DEPARTMENT prior to submission to prospective bidders.
 - (2) <u>Award of Bids.</u> The DEPARTMENT must concur in the award of bid to procure equipment for the Project made by the CONTRACTOR prior to the execution of an agreement between the CONTRACTOR and any bidder.

- (3) All purchases must be made consistent with State laws and purchasing procedures and revised 2 CFR Part 200 as amended where appropriate.
- c. Real Property. In general the acquisition of real property shall be in accordance with procedures contained in the Departments State Management Plan and any subsequent specific procedures and requirements provided by the Department. The MDOT may confer with FTA concerning the specific requirements governing the acquisition, use or disposition of real property purchased with federal funds.

Section 9. Title to Project Equipment and Real Property. Title to Project equipment, land and facilities shall be in the CONTRACTOR'S name subject to the restrictions of use and disposition of the Project as set forth herein and in accordance with Section 10, 11 and 14 of this Contract Agreement. The DEPARTMENT shall be listed as first lienholder on and maintain all original titles to project equipment and one set of keys. If this Contract Agreement is terminated, title to Project vehicles shall become vested in the DEPARTMENT as first lien holder and the DEPARMENT shall have the right to repossess the same.

- a. The CONTRACTOR shall grant to the DEPARTMENT a security interest in the Project equipment through the execution of a security agreement in a form acceptable to the DEPARTMENT and by the filing of financing statements necessary to perfect that security interest, and in regard to vehicles purchased by the CONTRACTOR, under the terms of this Contract Agreement. The DEPARTMENT shall be listed as first lienholder on, and maintain all, original titles to vehicles purchased by the CONTRACTOR, under the terms of this Contract Agreement. A copy of the Security Agreement form, acceptable to the DEPARTMENT, is attached hereto as **Exhibit C**.
- b. When real property is acquired and/or developed under the terms of this Contract Agreement, CONTRACTOR grants to the DEPARTMENT a security interest in the real property to secure CONTRACTOR'S performance of the terms of this Contract Agreement and shall perfect that security interest by executing a deed of trust and a notice of federal interest in a form acceptable to the DEPARTMENT and by filing that deed of trust in the land records of the county where the real property is located. At least ten days prior to the transfer of funds under the terms of this Contract Agreement for the acquisition and/or development of real property, the CONTRACTOR shall provide to the DEPARTMENT a title certificate from a licensed attorney to be selected by the DEPARTMENT showing that there are no encumbrances on the real property to be acquired and/or developed, and the CONTRACTOR shall have the title certificate updated immediately prior to the transfer of funds for the acquisition and/or development of the subject property. (A copy of the Deed of Trust form, acceptable to the DEPARTMENT, is attached hereto as Exhibit D.) (A copy of the Notice of Federal Interest Form acceptable to the DEPARTMENT is attached hereto as Exhibit E.)
- c. In addition, when real property is acquired and/or development under the terms of this Contract Agreement, CONTRACTOR shall convey to the DEPARTMENT the CONTRACTOR'S executory power to transfer any interest in the real property until the CONTRACTOR has fulfilled its obligations under the terms of this Contract Agreement. The conveyance of the CONTRACTOR'S executory power shall be in a form acceptable to the DEPARTMENT. (A copy of the Conveyance of Executory Power form, acceptable to the DEPARTMENT, is attached hereto as Exhibit F) which shall be duly recorded in the land records of the county.
- d. If the CONTRACTOR is a governmental entity, in lieu of b. and c. above, it agrees to execute a notice of federal/state interest. (a copy of an acceptable form is attached hereto as Exhibit E.)

Section 10. Use of Project Equipment and Real Property.

- a. The CONTRACTOR agrees that the Project equipment, land and facilities shall be used for the provision of transportation service within the area described in the Project description, or some other subsequently authorized area approved by the DEPARTMENT in accordance with Section 14 of this Contract Agreement for the duration of the Project. If, during the duration of the Project, any equipment or real property is not used in this manner or is withdrawn from transportation service for more than thirty (30) days, the CONTRACTOR shall notify the DEPARTMENT in writing and shall dispose of such equipment or real property in accordance with guidance by the DEPARTMENT and Section 14 of this Contract Agreement. The DEPARTMENT shall have the right to conduct periodic inspections for the purpose of confirming maintenance pursuant to this section.
- b. <u>Sanctions for Non-Compliance</u>. In the event of the CONTRACTOR'S non-compliance with the provisions of this section, the DEPARTMENT shall impose such sanctions as it may determine to be appropriate, including but not limited to:
 - (1) Withholding or discontinuing further reimbursements or funding, and/or;
 - (2) Cancellation, termination or suspension of the Contract Agreement in whole or in part.
- c. The CONTRACTOR shall keep satisfactory records with regard to the use of the PROJECT equipment and shall submit to the DEPARTMENT upon request such information as is required to assure compliance with Title 23 of the CFR.
- d. In accordance with 49 CFR, Part 605, as amended, the CONTRACTOR may use project equipment for the provision of school bus transportation, as long as such use is a modification of regular service to the general public and such use is not for exclusive school bus transportation to the exclusion of general public riders or represents unfair competition with private operators. The CONTRACTOR agrees to comply with the Charter rules described in 49 CFR, Part 604, as amended.
- e. The CONTRACTOR shall neither use nor permit the vehicles, property and equipment provided hereunder to be used for any illegal or unlawful purpose or otherwise subject the vehicles and equipment to confiscation. The CONTRACTOR agrees to reimburse the DEPARTMENT for the fair, retail market value in the event the vehicle and equipment are confiscated while in the possession or control of the CONTRACTOR, together with other such expenses or losses that the DEPARTMENT may incur as a result thereof. The CONTRACTOR further agrees not to permit the vehicles, property and equipment provided hereunder to be used in violation of any Federal, State or municipal/local statute, law, ordinance, rule or regulation applicable to the operation of the vehicles, property and equipment and will indemnify and hold the DEPARTMENT harmless from any and all fines, forfeitures and penalties assessed against such vehicles and equipment.

Section 11. Encumbrance of Project Equipment or Real Property. Except as provided in Section 9 of this Contract Agreement, the CONTRACTOR shall not execute any lease, pledge, mortgage, lien, or other contract (including a grant anticipation note or "Safe Harbor Lease" under Section 168(g)(8) of the Internal Revenue Code of 1954) touching or affecting the Federal interest in any Project facilities or equipment, nor shall it obligate itself in any other manner, with any third party with respect to Project facilities for equipment, unless such lease, pledge, mortgage, lien, contract or other obligation is expressly authorized in writing by the DEPARTMENT; nor shall the CONTRACTOR, by any act or omission of any kind, adversely affect the Federal interest or impair its continuing control over the use of Project facilities or equipment.

Section 12. Records and Maintenance of Project Real Property and Equipment. For the duration of the PROJECT, the CONTRACTOR shall maintain the Project equipment and facilities at a high level of cleanliness, safety and mechanical soundness. The DEPARTMENT shall have the right to conduct periodic inspections for the purpose of confirming proper use and maintenance pursuant to this Section, and the approved program maintenance procedure. The CONTRACTOR must maintain a project equipment inventory and a formal maintenance program. Property records must include a description of the equipment, vehicle identification number, source, cost, acquisition date, percentage of federal participation, detailed maintenance records and any disposition data.

<u>Section 13. Insurance.</u> The CONTRACTOR shall obtain insurance adequate to protect the Project's property and equipment, as well as public liability insurance. The DEPARTMENT shall be named as loss payee for property and equipment purchased with Section 5311 funds. The CONTRACTOR shall submit evidence of such insurance coverage including documentation of the solicitation process annually to the DEPARTMENT or prior to beginning vehicle operations, and said coverage shall remain in effect at all times during the duration of the PROJECT.

The CONTRACTOR shall obtain and maintain at all times during the duration of the Project insurance coverages adequate to meet the appropriate requirement of the Mississippi Transportation Commission or any successor agency. In the absence of these requirements the following insurance coverages in the amounts apply:

Comprehensive general liability insurance in an amount not less than one million dollars (\$1,000,000.00), including coverage for blanket contractual liability, broad form property damage, personal injury and bodily injury (including illness, disease and death), and products/completed operations; and

Comprehensive automobile liability insurance, including hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000.00), covering bodily injury and death and property damage; and

Blanket employee fidelity bond insurance in an amount not less than fifty thousand dollars (\$50,000.00); and

Workers' compensation insurance in the amount required pursuant to the laws of the State of Mississippi.

All insurance policies required herein shall be issued by a reputable and substantial insurance company or companies licensed to do business in the State of Mississippi, and shall include an endorsement providing substantially as follows:

Insurer may not cancel this policy, modify or amend its terms or reduce coverage for a period of sixty (60) days after the Mississippi Department of Transportation has been notified by certified mail, return receipt requested, of the Insurer's intention to cancel, modify, amend or reduce the coverage.

The CONTRACTOR shall immediately notify the DEPARTMENT in writing of any notices from insurer concerning cancellation or reduction in insurance coverages.

The DEPARTMENT shall be named as loss payee for property and equipment purchased with Section 5311 funds. On or before the inception of the Period of Performance of this Contract Agreement, the CONTRACTOR shall deliver to the DEPARTMENT a Certificate or Certificates of Insurance, certifying the types and amounts of coverages required herein, the loss payee and the required endorsement.

Section 14. Disposition of Equipment and Real Property. The CONTRACTOR agrees that the Project equipment and property shall be used as described in Section 10 of this Contract Agreement and the approved State Management Plan. If, at any time during the duration of this Project, any real property or equipment with remaining useful life is not used as described above, the CONTRACTOR shall notify the DEPARTMENT in writing and after concurrence by the DEPARTMENT shall dispose of such real property or equipment in accordance with applicable laws and regulations and with the following procedures:

- a. Disposal of real property or equipment with remaining useful life requires written approval from the DEPARTMENT.
 - (1) If the equipment is transferred to another Section 5311 CONTRACTOR, the receiving CONTRACTOR shall be responsible for reimbursing the transferring CONTRACTOR its pro rata share of the current fair market value, based on the twenty percent (20%) local match ratio. The twenty percent (20%) local match shall be based on at least two (2) independent appraisals of the current fair market value. In the absence of independent appraisals value of the equipment shall be based on standard depreciation calculations.
 - (2) If the equipment or real property is approved to be retained by the CONTRACTOR, and the equipment or property has a fair market value of at least \$5,000.00, the CONTRACTOR shall reimburse the DEPARTMENT, in an amount based on the federal pro rata share of the original cost, equal to the current fair market value of the equipment or property. The fair market value must be based upon two (2) independent objective appraisals. These appraisals must be approved by the DEPARTMENT.
 - (3) If the equipment or real property is approved to be sold, it shall be advertised and sold at the highest price obtainable at public sale or via sealed bids. All sales of property or equipment must be consistent with State laws. The DEPARTMENT may authorize the expenses of the sale to be deducted from the proceeds. The proceeds derived from the sale of real property or equipment may be retained by the CONTRACTOR as long as such proceeds are used to support the transportation project approved by the DEPARTMENT. Otherwise the CONTRACTOR shall reimburse the

DEPARTMENT its pro rata share of the net proceeds, based on the pro rata share of the original cost.

- b. To request disposal of real property or equipment that has reached its end of useful life, the CONTRACTOR must make a written request of a declaration of end of useful life to the DEPARTMENT. Requests for end of useful life must be made in such a manner and format as required by the DEPARTMENT in the approved program procedures manual or policy statements.
- c. The CONTRACTOR shall be responsible to the DEPARTMENT for full compliance with all provisions of State laws, 2 CFR Part 200 as amended and the "Common Grant Rule" for property disposition, and all other applicable laws, rules and regulations.

<u>Section 15. Contract Changes.</u> Modifications, changes or amendments to this Contract may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification or amendment of any term, provision or condition of this Contract must be in writing and signed by both parties hereto.

<u>Section 16. Compliance with Applicable Laws, Regulations and Certifications.</u> The CONTRACTOR shall, in providing these services, comply with all federal and state laws, licensing standards and other regulations applicable to the provision of these services.

<u>Section 17.</u> Responsibility for Claims and Liabilities. The CONTRACTOR shall indemnify, defend and hold harmless the DEPARTMENT and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense (including, but not limited to, any type of environmental claim, loss, damage cost charge or expense) arising out of any negligent act, actions, neglect or omission by the CONTRACTOR, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which DEPARTMENT or said parties may be subject.

CONTRACTOR'S obligation to indemnify, defend, and pay for the defense, or at the DEPARTMENT'S option, to participate and associate with the DEPARTMENT in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations shall be initiated by the DEPARTMENT'S notice of claim for indemnification to CONTRACTOR. The CONTRACTOR'S evaluation of liability, or its inability to evaluate liability, shall not excuse CONTRACTOR'S duty to defend. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the DEPARTMENT entirely responsible shall excuse performance of this provision by the CONTRACTOR. In such case DEPARTMENT shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the DEPARTMENT agrees to notify CONTRACTOR as soon as practicable after receipt or notice of any claim involving CONTRACTOR. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

The DEPARTMENT shall have no liability for any claim or claims or any threatened claim or threatened claims of any nature, including without limiting the generality of the foregoing provisions, consequential, special, or other damages.

Section 18. Disputes. Any dispute concerning a question of fact in connection with the PROJECT which is not disposed of by agreement shall be arbitrated by the Executive Director of the Department or such person as the Executive Director may designate on behalf of the Transportation Commission. The decision of the Executive Director or his/her designee shall be final and conclusive, unless within 15 days from the date of receipt of the decision, the CONTRACTOR submits a written request for review of the decision. In that event, the CONTRACTOR shall be provided an opportunity to be heard on the review and offer evidence in support of the CONTRACTOR'S position regarding the decision. The decision of the Executive Director on the review shall be final and conclusive unless determined by a court of competent jurisdiction to be unlawful for the reason it was not supported by any substantial evidence, was fraudulent or capricious. Until a final determination is made, the CONTRACTOR shall proceed forthwith with the performance of the CONTRACTOR'S duties under the contract pursuant to the Executive Director's decision.

Section 19. Termination of Contract Agreement. This Contract Agreement may be terminated at any time by mutual consent of both parties. The CONTRACTOR may terminate its participation in the PROJECT by notifying in writing and receiving the concurrence of the DEPARTMENT forty-five (45) days in advance of the termination. The DEPARTMENT may terminate the Contract Agreement by giving the CONTRACTOR fifteen (15) days advance written notice in the event of determination by the DEPARTMENT of nonperformance or any breach of any terms of the contract agreement by the CONTRACTOR. The DEPARTMENT, before issuing written notice of Contract Agreement termination, may allow the CONTRACTOR forty-five (45) days to correct the problems identified. If the DEPARTMENT makes the determination that this Contract Agreement should be terminated due to (a) insufficient performance, (b) a violation of Section 4 of this contract, or any other provision, or (c) a misuse of the funds or equipment provided under this Contract Agreement, then it is agreed that this Contract Agreement shall be terminated upon fifteen (15) day notice in writing from the DEPARTMENT to the CONTRACTOR. The CONTRACTOR shall be entitled to receive compensation for eligible expenses approved by the DEPARTMENT, prior to receiving the termination notice.

CONTRACTOR'S termination of any services heretofore approved through this Contract Agreement requires prior written notification to the DEPARTMENT and DEPARTMENT concurrence and that, at a minimum, CONTRACTOR shall provide thirty (30) days written notice of termination of services published in a newspaper having local circulation, and shall post on all Project vehicles and mail to subcontractors and provide to all passengers such written notice of termination of services.

The DEPARTMENT shall have the absolute right to terminate the project contract at any time, for any reason, and in such event the DEPARTMENT'S obligations and liability hereunder shall be limited solely to payment of any compensation due CONTRACTOR as stated in this Section.

<u>Section 20. Interest of Members of or Delegates to Congress.</u> No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract Agreement or to any benefit arising therefrom.

<u>Section 21. Prohibited Interest.</u> No member, officer, or employee of the DEPARTMENT or of the CONTRACTOR shall have any interest, direct or indirect, in this Contract Agreement or the proceeds therefrom.

<u>Section 22. Identification of Documents.</u> All published reports and other documents completed as a part of this Contract Agreement, other than documents exclusively for internal use by the parties hereto, must contain the following disclosure on the inside front cover:

"This document is disseminated under the sponsorship of the U.S. Department of Transportation in the interest of information exchange. The United States Government nor the Mississippi Department of Transportation assumes no liability for the contents or use thereof".

<u>Section 23. Public Notice Process for Fare/Service Changes.</u> The CONTRACTOR agrees to develop and implement a process to inform the public prior to raising fares, restructuring or terminating transit services. Such a process must include at least the following:

- a. A thirty (30) day written prior notice must be published in at least one newspaper of general circulation, once each week for three consecutive weeks.
- b. Written notice posted daily for at least fifteen (15) days in locations visible to passengers on each vehicle that services the route.
- c. Notification of service change in media or formats that are accessible to ADA eligible riders that are certified by the Project's certification procedures. Notification must be made at least once each week for thirty (30) days.
- d. The DEPARTMENT must be advised in writing and provide written concurrence of any discontinuation of route or service type. Such notice should be provided forty-five (45) days in advance, but must be given at least thirty (30) days prior to the termination of service.
- e. Written notice of at least thirty (30) days must be given to all sub-contractors that have entered into a purchase of service agreement with the contractor.
- Service area expansions may be subject to notification and approval requirements of the Mississippi Public Service Commission.

<u>Section 24. Civil Rights.</u> During the performance of this Contract Agreement, the CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- a. <u>Compliance with Regulations:</u> The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended, the Regulations of the UNITED STATES DEPARTMENT of TRANSPORTATION (USDOT) relative to nondiscrimination in federally assisted programs (Title 49, Code of Federal Regulations, Part 21, 23 and 25-28, as amended, hereinafter referred to as the REGULATIONS), and Assurances pursuant thereto which are herein incorporated by reference and made a part of this contract.
- b. <u>Nondiscrimination:</u> The CONTRACTOR, with regard to the work performed during the contract, shall not discriminate on the grounds of sex, age, race, religion, color, disability or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Part

- 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. <u>Solicitations for Subcontract, Including Procurement of Materials and Equipment:</u> In all solicitations, either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR'S obligations under this Contract Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, or sex.
- d. <u>Information and Reports:</u> The CONTRACTOR shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the DEPARTMENT or FTA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the DEPARTMENT or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. <u>Sanctions for Non-compliance:</u> In the event the CONTRACTOR'S non-compliance with the nondiscrimination provisions of this Contract Agreement, the DEPARTMENT shall impose such contract sanctions as provided by law and as it or FTA may determine to be appropriate, including, but not limited to:
 - (1) withholding or discontinuing further reimbursements, other funding and/or
 - (2) cancellation, termination or suspension of the Contract Agreement, in whole or in part.
- f. Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraph (a) through (e) of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the DEPARTMENT or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the DEPARTMENT, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.
- g. <u>Disadvantaged Business Enterprise (DBE)</u>. It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 CFR, Part 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the "Mississippi Department of Transportation's

Disadvantage Business Enterprise Programs for United States Department of Transportation Assisted Contracts".

Neither the CONTRACTOR nor any sub-recipient or sub-contractor shall discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONTRACTOR to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate. The following provisions are applicable:

- (1) The CONTRACTOR shall be responsible for meeting the applicable regulations regarding participation by Disadvantaged Business Enterprises (DBE) in the Department of Transportation programs set forth in 49 CFR, Part 26, or any revision of supplement thereto. Pursuant to the requirements of 49 CFR, Part 26, the following statements regarding disadvantage business enterprises are included in, and made a part of this Contract Agreement:
 - (a) Policy. It is the policy of the United States Department of Transportation (USDOT) and the DEPARTMENT that disadvantaged business enterprises as defined in 49 CFR, Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Contract Agreement. Consequently the DBE requirements of 49 CFR, Part 26 apply to this Contract Agreement.
 - (b) <u>DBE Obligation.</u> The DEPARTMENT and the CONTRACTOR agree to ensure that disadvantaged business enterprises as defined in 49 CFR, Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds provided under this contract agreement.

In this regard the DEPARTMENT and the CONTRACTOR shall take all necessary and reasonable steps in accordance with 49 CFR, Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts that relate to this Contract Agreement. The DEPARTMENT and CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts using Section 5311 funds.

(2) As a condition of assistance, the DEPARTMENT has submitted and received approval of a Disadvantaged Business Enterprise Program (DBE), that was developed consistent with guidance contained in the Federal Register 49 CFR, Part 26 "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs; Final Rule", dated February 2, 1999 (herewith incorporated by reference and set forth as Exhibit G). This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance contact agreement. Upon notification to the CONTRACTOR of

its failure to carry out the approved program, the DEPARTMENT shall impose such sanctions as noted in 49 CFR, Part 26, which sanctions may include termination of the agreement or contract by the CONTRACTOR or such remedy as the CONTRACTOR deems appropriate.

- (3) The CONTRACTOR shall advise each recipient, contractor, and subcontractor that failure to carry out the requirements set forth in 49 CFR, Part 26 shall constitute a breach of contract and, after the notification to the DEPARTMENT, may result in termination of the agreement or contract by the CONTRACTOR or such remedy as the CONTRACTOR deems appropriate.
- (4) The CONTRACTOR shall take action concerning DBEs as follows:
 - (a) The CONTRACTOR shall not exclude DBEs from participation in business opportunities by entering into long-term, exclusive agreements with non-DBEs for operation of major transportation-related activities, for the provision of goods and services to the facility or to the public on the facility.
 - (b) A CONTRACTOR that is required to submit affirmative action programs under 49 CFR, Part 26 that has business opportunities for leases shall submit to the DEPARTMENT for approval their programs' overall goals for the participation as lessees of firms owned and controlled by disadvantaged persons. These goals shall be for a specified period of time and shall be based on the factors listed in 49 CFR, Part 26. The CONTRACTOR shall review these goals at least annually, and whenever the goals expire. The review shall analyze projected versus actual DBE participation during the period covered by the review and any changes in factual circumstances affecting the selection of goals. Following each review, the CONTRACTOR shall submit new overall goals to the DEPARTMENT for approval. A CONTRACTOR that fails to meet its goals for DBE lessees shall demonstrate to the DEPARTMENT in writing that it made reasonable efforts to meet the goals.
 - (c) Except as provided in this section, the CONTRACTOR is required to include lessees in affirmative action programs. Lessees themselves are not subject to the requirements of the Part 26, except for the objective of 49 CFR, Part 26 to avoid discrimination against DBEs.

Section 25. Equal Employment Opportunity. In connection with the execution of this Contract Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex age, disability, or national origin. The CONTRACTOR shall comply with Executive Order 11246 as amended by Executive Order 11375, and as supplemented by DOL regulations (41 CFR, Part 60) and shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex age, disability, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

<u>Section 26. Section 504 and ADA Requirements.</u> The CONTRACTOR shall comply with all the requirements imposed by Section 504 of the Rehabilitation Act of 1973 (P.L. 93.112, 29 U.S.C. 794 et seq.); the Americans with Disabilities Act of 1990 (P.L. 101-336, 42 U.S.C 12101 -12213), the Regulations of the United States Department of Transportation issued thereunder (49 CFR, Part 27), the Americans with Disabilities Act of 1990 (ADA) (49 CFR, Parts 27, 37 and 38) and the Assurance by the CONTRACTOR pursuant thereto including any amendments.

Section 27. Immigration Reform and Control Act of 1986. CONTRACTOR represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et sea of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. CONTRACTOR agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. CONTRACTOR further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. CONTRACTOR understands and agrees that any breach of these warranties may subject CONTRACTOR to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to CONTRACTOR by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, CONTRACTOR would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit. As of July 1, 2008, the CONTRACTOR is required to provide to the Mississippi Department of Transportation ("MDOT") a Certification and Agreement (Exhibit H) prior to the execution of the contract. The CONTRACTOR is solely responsible for compliance with the requirements of the Mississippi Employment Protection Act.

It is agreed by the parties that no person employed by the CONTRACTOR pursuant to the provisions hereof will be considered an agent or employee of the DEPARTMENT or the Mississippi Department of Transportation.

It is further agreed by the parties that no provision of this Agreement is intended nor shall it be construed to give rise to a third party beneficiary claim on the person or entity not a party hereto.

Section 28. Section 13(c) Labor Standards. In connection with the execution of this contract, the CONTRACTOR shall protect the interest of employees affected by federal assistance as part of the Project, as provided by Section 13(c) of the Federal Transit Act of 1991, and Section 49 U.S.C. 5333 (b) as amended, and the assurance by the CONTRACTOR pursuant thereto. The CONTRACTOR shall be financially responsible for the application of the conditions of Section 13(c).

<u>Section 29. Other Labor Provisions.</u> The CONTRACTOR shall be responsible for meeting the statutory and regulatory provisions of the "Contract Work Hours and Safety Standards Act', including, but not limited to meeting the statutory requirements of 40 U.S. C. 3701 et seq. and 40 U.S.C. 3141 et seq. as amended and regulations set forth at 29 CFR Parts 4, 5, 6 and 70 through

240, as amended for non-construction contracts of \$2,500 or more that involve the employment of mechanics or laborers. Pursuant to the requirements of 40 U.S.C. 3701 et seq., as amended 40 U.S.C. 3141 et seq. as amended and the regulations set forth at 29 CFR Parts 4, 5, 6 and 70 through 240, as amended, the following statements are made part of this Contract Agreement:

- a. Overtime Requirements. No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.
- b. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, the CONTRACTOR and any subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages which shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR, Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5.
- c. Withholding for Unpaid Wages and Liquidated Damages. USDOT or the recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any monies payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR, Section 5.5.
- d. Non-construction Grants. The CONTRACTOR or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the recipient shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the CONTRACTOR or subcontractor for inspection, copying, or transcription by authorized representatives of USDOT and the Department of Labor, and the CONTRACTOR or subcontractor will permit such representatives to interview employees during working hours on the job.
- e. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs a. through e. of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs a. through e. of this paragraph.

f. Furthermore, the CONTRACTOR is responsible for providing Worker's Compensation for its employees.

<u>Section 30 Environmental Regulation</u>. The CONTRACTOR agrees (on projects with cost in excess of \$100,000) to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368, Executive Order 11738 and Environmental Protection Agency regulations (40 CFR) and any amendments thereto. All violations shall be reported to the DEPARTMENT and to the U.S.E.P.A. Assistant Administrator for enforcement (EN-329).

Section 31. Energy Efficiency. The CONTRACTOR agrees to recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94.165) and any amendments thereto.

Section 32. Settlement of Third Party Contract Disputes or Breaches. FTA has a vested interest in the settlement of disputes, defaults, or breaches involving Section 5311 federally assisted third party contracts. FTA retains a right to a proportionate share, based on the percentage of the federal share committed to the Project, of any proceeds derived from any third party recovery. Therefore, the CONTRACTOR shall avail itself of all legal rights available under any third party contract. The CONTRACTOR shall notify the DEPARTMENT of any current or prospective litigation pertaining to any third party contract. The DEPARTMENT and FTA reserves the right to concur in any compromise or settlement of the CONTRACTOR'S claim(s) involving any third party contract, before making Federal assistance available to support that settlement. If the third party contract contains a liquidated damages provision, any liquidated damages recovered shall be credited to the Project account involved unless the DEPARTMENT and FTA permit otherwise.

<u>Section 33. Private Sector Participation.</u> The CONTRACTOR agrees to abide by the private sector participation guidance contained in the FTA's private sector policy of October 22, 1984 and any amendments thereto, and the DEPARTMENT'S State Management Plan to ensure that private for-profit, private non-profit and other public agencies are provided reasonable notice to present their views concerning local plans, program and projects.

- a. The CONTRACTOR shall provide information necessary for the DEPARTMENT to make the required assurance to the FTA; and
- b. The CONTRACTOR must develop and implement a local private sector participation procedure that includes defined complaint procedures and is consistent with the requirements of the DEPARTMENT'S State Management Plan.

Section 34. Ethics. The CONTRACTOR shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds. Such code or standards shall provide that no employee, officer, or agent of the CONTRACTOR shall participate in the selection, or in the award, or in the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- a. the employee, officer, or agent;
- any member of his or her immediate family;

- c. his or her partner; or
- d. an organization that employs, or is to employ, any of the above.

The code or standards shall also provide that the CONTRACTOR'S officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from subcontractors, potential subcontractors, or parties to the subcontracts. The CONTRACTOR may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State, Federal or local law, policies, rules and regulations, such code or standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such code or standards by the CONTRACTOR'S officers, employees, or agents, or by subcontractors or their agents.

Section 35. Effective Date. The effective date of this Contract Agreement shall be the date identified in the period of performance as defined in Section 3 of this contract agreement.

<u>Section 36.</u> Bonding. Along with this contract, the applicant shall file with the DEPARTMENT a copy of its Fidelity Bond or a Certified Letter acknowledging that a Fidelity Bond is in effect covering the CONTRACTOR against the loss of money and securities or other properties in the amount of at least \$50,000, prior to the inception of this Contract Agreement.

<u>Section 37. Certification Regarding Suspension and Debarment.</u> The undersigned CONTRACTOR certifies herein and by Certification attached hereto as part of Exhibit A and incorporated herein by reference to the best of his or her knowledge and belief that its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Section 38. Certification Regarding Lobbying.

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned CONTRACTOR, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant loan, or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned CONTRACTOR shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The undersigned CONTRACTOR shall require that the language of this certification be included in the contracts and/or agreements at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Section 39. Governing Law. This Contract Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in a court of competent jurisdiction in Hinds County, State of Mississippi. CONTRACTOR expressly agrees that under no circumstances shall the DEPARTMENT be obligated to pay an attorney's fee for the cost of legal action to or on behalf of the CONTRACTOR.

Section 40. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of this Contract Agreement, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.
- b. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the DEPARTMENT or the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307 as amended, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307 as amended on the CONTRACTOR, to the extent the Federal Government deems appropriate.

- c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
- Section 41. Federal Changes. CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract Agreement, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR'S failure to comply shall constitute a material breach of this contract.
- Section 42. Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and conditions required by USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in the most current version of FTA Circular 4220.1F, dated November 1, 2008 as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any DEPARTMENT requests which would cause the CONTRACTOR to be in violation of the FTA terms and conditions.
- <u>Section 43. State and Local Law Disclaimer</u>. Since many of the clauses which are suggested for use by the CONTRACTOR in its procurement documents are affected by both state and federal law requirements, the CONTRACTOR understands that it should consult with its attorney in order to assure appropriate legal guidance regarding the preparation and wording of any of the legal documents it enters pursuant to this Contract Agreement, including, but not limited to, its procurement documents.
- <u>Section 44. Substance Abuse</u>. The CONTRACTOR agrees to comply with Federal Transit Administration regulations concerning substance abuse as follows:
 - a. The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR, Parts 655 as amended, produce any documentation necessary to establish its compliance and permit any authorized representative of the Department of the USDOT or the DEPARTMENT to inspect the facilities and records associated with the implementation of the program as required under 49 CFR, 655.
 - b. The CONTRACTOR further agrees to certify annually its compliance with 49 CFR 655 at such time and in such format as the DEPARTMENT may require.
- <u>Section 45. Certifications and Assurances</u>. Certifications and Assurances executed by the CONTRACTOR are attached hereto as a part of Exhibit A (attached hereto and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures).
- <u>Section 46. No Government Obligation to Third Parties</u>. The CONTRACTOR acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in our approval of the solicitation or award of the underlying contract:

- a. Absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities of the CONTRACT pertaining to any matter resulting from the underlying contract.
- b. The CONTRACTOR agrees to include the above clause in each subcontract funded in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor.

Section 47. Buy America. The CONTRACTOR agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, as amended, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the CONTRACTOR the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

<u>Section 48. Charter Service Operations.</u> The CONTRACTOR agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, as amended, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. 604.9. Any charter service provided under one of the exceptions must be "incidental," it must not interfere with or detract from the provision of mass transportation.

<u>Section 49. School Bus Operations.</u> Pursuant to 49 U.S.C. 5323(f) and 49 C.F.R. Part 605, as amended, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

<u>Section 50. Recycled Products-Recovered Materials.</u> The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

<u>Section 51. Notification of Federal Participation.</u> To the extent required by law, in the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of \$500,000 or more, the CONTRACTOR agrees to specify the amount of Federal assistance intended to be used to finance that acquisition and to express that amount of that Federal assistance as a percentage of the total cost of that third party contract.

<u>Section 52. Entire Agreement.</u> This contract constitutes the sole and entire Agreement between the DEPARTMENT and the CONTRACTOR with respect to the project hereof and supersedes any and all prior agreements, discussions and negotiations between the DEPARTMENT and the CONTRACTOR.

IN WITNESS WHEREOF, this Contract Agreement has been executed by the DEPARTMENT, an agency of the State of Mississippi, and by the CONTRACTOR, and is the requisite authorization for the individuals executing this contract agreement to execute and bind the parties hereto.

City of Oxford-Oxford University Transit Management, Inc. 2021-2022 5311 Contract Agreement # 503469 DUN #083270538

JN #083270538 \$2,747,252

Executive Director	Date	
Typed/Printed Name		
Attest	Date	
Typed/Printed Name		
MISSISSIPPI TRANSPORTATION		Transportation
Brad White	Date	
Executive Director Mississippi Department of Transportation	Book <u>22</u> ,	Page <u>456-457</u>
Attest	Date	
Typed/Printed Name		

Financing Options for Environmental Services

Equipment Wishlist:

<u>Equipment</u>		Cost	Env.	Svcs Budget	5yr note	Increased Prices
Sweeper	\$	250,000.00	\$	22	\$ 250,000.00	\$ 285,000.00
ASL Trucks	\$	1,042,000.00	\$	æ	\$ 1,042,000.00	\$ 1,164,755.00
Baby Garbage Truck	\$	130,000.00	\$	n <u>u</u>	\$ 130,000.00	\$ 130,000.00
Litter Machine	\$	220,000.00	\$	4	\$ 220,000.00	\$ 230,000.00
Garbage Cans	\$	275,000.00	\$	275,000.00	\$ -	\$ -
Forklift	\$	25,000.00	\$	25,000.00	\$ =	\$ -
Roll Off Truck for 10-16 yd	\$	70,000.00	\$	70,000.00	\$ =	\$ -
Roll Off dumpsters	\$	80,000.00	\$	80,000.00	\$ i .	\$ -
Loader (county split 60/40)	\$	230,000.00	\$	=	\$ 230,000.00	\$ 240,000.00
4 door truck	\$	40,000.00	\$	40,000.00	\$ -	\$ -
	\$	2,362,000.00	\$	490,000.00	\$ 1,872,000.00	\$ 2,049,755.00

Estimated Annual Payment for 5 yr note:

PV \$ 2,049,755.00
FV 0
I 2
N 5

PMT \$412,003.03 Estimated Annual Payment, 1st payment due FY 2022/2023

Previous GO Note 2017

Principal \$ 1,200,000.00

Term 5

Int 2%

Payment \$ 240,000.00 Two payments remaining, 12/2021 & 12/2022



MEMORANDUM

To:

Board of Alderman

From:

Amberlyn Liles

CC:

Mayor, Board of Alderman and City Clerk

Date:

10.1.2021

Re:

Permission to accept reverse auction bids on 3 Automated Refuse Tucks

Permission to accept reverse auction bids on 3 Automated Refuse Tucks

- 1. Automated Side Arm \$378,747.00
- 2. Automated Side Arm \$378,747.00
- 3. Automated Front Load with Automatic Side Load Attachment \$407,260
- 2 Automated Side Arm Trucks: ETA- Late Summer 2022
- 1 Automated Front Load with Automatic Side Load Attachment: ETA- 2023

All trucks were budgeted to be financed with 5 Year Notes

Title:	2 Automated Collection Garbage Trucks
Agency:	Mississippi > City of Oxford
Start date:	28-Sep-2021 10:00:00 AM
End date:	28-Sep-2021 10:30:00 AM

			The second secon					
BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
60775	MSSALES	378747.0000	28-Sep-2021 10:03:04 AM	Dustin	Jones	Sansom Equipment Company	dustinjones@secequip.com	6019661266

Title:	1 Front Load Garbage Truck – Automated Collection
Agency:	Mississippi > City of Oxford
Start date:	28-Sep-2021 10:30:00 AM
End date:	28-Sep-2021 11:00:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
60780	TriStateTruckCenterInc	407260.3500	28-Sep-2021 10:36:38 AM	Blake	Herges	Tri-State Truck Center, Inc.	bherges@tristatetruck.com	9019478232



MEMORANDUM

To: Board of Alderman

From: Amberlyn Liles

CC: Mayor, Board of Alderman and City Clerk

Date: 10.1.2021

Re: Accept offer by Cannon Motor Company for Recycling Drop Off Location

Accept offer by Cannon Motor Company for Recycling Drop Off Location

The Environmental Services Department will place recycling roll off containers at lot located at 479 Highway 6. There will be 6 roll off containers to collect recycling material. The set up will be similar to the drop off locations on Molly Barr Road and Highway 7 South.

See Map Attached



City of Oxford Recyling
Drop-off Location West Oxford



CONTRACT AGREEMENT FOR 5310 ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PUBLIC TRANSPORTATION PROGRAM

CONTRACT #76-0016-21-662 DUN # 168815173 GRANT No. MS-16-X022 FAIN NO. #MS-2021-015-00

CFDA No. 20.513

This Contract Agreement is made by and between the Mississippi Transportation Commission, a body corporate of the State of Mississippi, acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation (hereinafter referred to as the DEPARTMENT), and **City of Oxford-City/County Transit** (hereinafter referred to as the CONTRACTOR), effective as of the date of latest execution below.

WHEREAS, Chapter 53, (49 U.S.C. Section 5310), as amended formerly referred to as Section 16 of the Federal Transit Act, provides federal capital, administrative and operating assistance for public transportation in rural and small urban areas by way of a formula grant program to be administered by the State; and

WHEREAS, the goals of the Elderly & Disabled Public Transportation Program are to assist in providing services that meet the special needs of elderly and persons with disabilities for whom public transportation services are unavailable, insufficient or inappropriate; and

WHEREAS, the CONTRACTOR has submitted to the DEPARTMENT an application for financial assistance to provide public transportation services to the residents of Lafayette County/ies, Mississippi, hereinafter referred to as the "PROJECT" as described in the project application for financial assistance; and

WHEREAS, the DEPARTMENT is authorizing the Contractor to incur project costs, where appropriate, beginning October 1, 2021, and ending September 30, 2022.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the DEPARTMENT and the CONTRACTOR hereby agree as follows:

<u>Section 1. Purpose of Contract Agreement</u>. The purpose of this Contract Agreement is to provide for the authorization to receive federal assistance, maintain title to and operate approved Project equipment by the CONTRACTOR as defined by Section 2 below and to state the terms, conditions and mutual understandings of the parties as to the manner in which the Project will be undertaken and completed.

<u>Section 2. Scope of Project.</u> The CONTRACTOR shall undertake and complete the PROJECT as described in the Section 5310 Grant application submitted to the DEPARTMENT on behalf of **City of Oxford City-County Transit** as approved by the DEPARTMENT (said application is herewith incorporated herein as "**Exhibit A**" to this Contract Agreement by reference and made a part hereof as if fully copied herein in words and figures and is officially on file at the office of the DEPARTMENT) to administer a Elderly and Disabled Transportation Project and provide transportation service to the residents of **Lafayette** County/ies, Mississippi, in accordance with the applicable policies contained in the approved State Management Plan, as well as the terms and conditions of this Contract Agreement.

<u>Section 3. Period of Performance.</u> The CONTRACTOR shall commence, carry on, and complete the PROJECT within the time periods set forth below.

a. The period of performance for all expenditures under the PROJECT shall be from October 1, 2021, through September 30, 2022.

Section 4. Funding.

a. Project Funding

- (1) Funds to cover the federal share of this PROJECT's cost are being provided through an appropriation authorized under Section 5310 of the Federal Transit Act of 1991, as amended, and it shall be the responsibility of the DEPARTMENT to obtain these funds from the Federal Transit Administration (hereinafter referred to as FTA). Failure of the DEPARTMENT to obtain these funds from the FTA shall result, upon notification by the DEPARTMENT to the CONTRACTOR, in termination of the contract. The CONTRACTOR shall initiate and pursue completion all actions necessary to enable the CONTRACTOR to provide its share of the Project costs. The CONTRACTOR'S share of the Project cost may range from 10% 20% for capital and 50% operating deficit (minus revenue). The CONTRACTOR shall provide its share of the Project cost at or prior to the time that the DEPARTMENT determines that such funds are needed to meet Project costs.
- (2) The maximum amount of Section 5310 funds payable to the CONTRACTOR for the work described in Section 2 (Scope of Project) shall be \$0.00
- (3) Availability of Funds

It is expressly understood and agreed that the obligation of the DEPARTMENT to proceed under any Contract or Agreement is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and/or the receipt of state and/or federal funds, as provided by Section 27-104-25, of the Mississippi Code.

h. Suspend and/or Stop Work: If at any time the funds anticipated for the fulfillment of this Contract or Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the DEPARTMENT for the performance of this Contract or Agreement. then this Contract or Agreement shall be suspended and/or a stop work order issued automatically without any notice to Consultant and/or CONTRACTOR or any surety, for a period not to exceed ten (10) business days, effective immediately upon the date that said funds are not available, without damage, penalty, cost, or expenses to the DEPARTMENT of any kind whatsoever. CONTRACTOR and/or Consultant are responsible for monitoring the actions of the Mississippi Legislature in its enactment, or its failure to enact, any budget appropriation for the Mississippi Department of Transportation for the

a. The period of performance for all expenditures under the PROJECT shall be from October 1, 2021, through September 30, 2022.

Section 4. Funding.

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a. Suspend and/or Stop Work: If at any time the funds anticipated for the fulfillment of this Contract or Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the DEPARTMENT for the performance of this Contract or Agreement, then this Contract or Agreement shall be suspended and/or a stop work order issued automatically without any notice to Consultant and/or CONTRACTOR or any surety, for a period not to exceed ten (10) business days, effective immediately upon the date that said funds are not available, without damage, penalty, cost, or expenses to the DEPARTMENT of any kind whatsoever. CONTRACTOR and/or Consultant are responsible for monitoring the actions of the Mississippi Legislature in its enactment, or its failure to enact, any budget appropriation for the Mississippi Department of Transportation for the

ensuing Fiscal Year, or, to monitor the Mississippi Department of Transportation website at, www.gomdot.com.

In the event that said suspension or stop work is necessary, CONTRACTOR and/or Consultant shall take all necessary steps to minimize the incurrence of costs allocable to the suspension and/or stop work order, and advise all subcontractors and contractors to do the same. Upon expiration of the ten (10) business days, if said funds remain unavailable, then DEPARTMENT may, at its discretion, elect to terminate this contract, or to extend the suspension and/or stop work order of said Contract and/or Agreement.

If a suspension and/or stop work order is not canceled and the work covered by such suspension and/or order is terminated, the CONTRACTOR and/or Consultant may be paid for services rendered prior to the termination. In addition to payment for services rendered prior to the date of termination, the DEPARTMENT may be liable only for the costs, fees, and expenses, if any, for demobilization and close out of this Contract, based on actual time and expenses incurred by the CONTRACTOR and/or Consultant. In no event shall the DEPARTMENT be liable for lost profits or other consequential damages.

Or,

b. TERMINATION: If at any time the funds anticipated for the fulfillment of this Contract or Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the DEPARTMENT for the performance of this Contract or Agreement, the DEPARTMENT shall have the right, upon ten (10) days written notice to the Contractor and/or Consultant, to terminate this Contract and/or Agreement without damage, penalty, cost, or expenses to the DEPARTMENT of any kind whatsoever. The effective date of termination shall be as specified in the notice or at the end of any fiscal funding period wherein the funds are not available.

In addition to payment for services rendered prior to the date of the termination, the DEPARTMENT may be liable only for the costs, fees, and expenses, if any, for demobilization and close out of this Contract, based on actual time and expenses incurred by the CONTRACTOR and/or Vendor. In no event shall the Commission be liable for lost profits or other consequential damages.

b. <u>Allowable Cost.</u> Expenditures made by the CONTRACTOR shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. The expenditures must be:

- (1) Made in conformance with the Project description and the approved Project budget herewith incorporated by reference and set forth as Exhibit B and all other provisions of this Contract Agreement;
- (2) Necessary in order to accomplish the PROJECT;

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- (3) Reasonable in amount for the goods or services purchased;
- (4) Actual net costs to the CONTRACTOR (net cost means the price paid minus any refunds, rebates, or other items of value received by the CONTRACTOR which have the effect of reducing the cost actually incurred);
- (5) Incurred and be for work performed after the date of this Contract Agreement;
- (6) In conformance with the standards for allowable costs and other requirements as set forth in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly referred to as the "Super Circular") and all amendments thereto, incorporated herein by reference insofar as applicable hereto;
- (7) To the satisfaction of the DEPARTMENT;
- (8) Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the DEPARTMENT; and
- (9) All purchases must be made consistent with State Laws and Purchasing Procedures.
- (10) Allowable costs shall be reduced by all income, including, but not limited to, farebox revenue and contract revenue (excluding revenues derived from human service agency contracts), received by the CONTRACTOR for services provided under this program or for any other use of equipment purchased through this program. Allowable costs may include eligible costs that are paid by the CONTRACTOR using local contributions that are not required as a part of the match for this project. Local contributions may be added to funds committed to the project budget to further the purposes of the project.
- c. <u>Documentation of Project Costs.</u> All costs charged to the Project, including any approved services performed by the CONTRACTOR or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges. Only those expenses which have already been paid by the CONTRACTOR shall be submitted for reimbursement.
- d. <u>Certification Regarding Application and Budget</u>. The CONTRACTOR acknowledges that the DEPARTMENT has relied upon the CONTRACTOR'S application and budget in making this grant award and executing this Agreement. The CONTRACTOR certifies that its application and budget are truthful, accurate and complete and that all revenues and expenses related to this project, irrespective of the source, are properly reflected on the CONTRACTOR'S application and the

approved budget. The CONTRACTOR further acknowledges and agrees that any misstatement in the application or budget constitutes grounds for immediate termination and/or cancellation of this Agreement.

- e. <u>Establishment and Maintenance of Accounting Records.</u> The CONTRACTOR shall establish and maintain separate accounts for the PROJECT, either independently or within the existing accounting system, to be known as the Project Accounts. The accounts shall be capable of segregating, identifying and accumulating the allowable project costs.
- f. Payment. The DEPARTMENT will provide payments to the CONTRACTOR for allowable costs that have been paid by the CONTRACTOR when such costs are supported by a properly executed request for payment and related invoices. Payments, at the discretion of the DEPARTMENT, may be made in accordance with the advance payment request procedures as outlined in 2 CFR Part 1201 or the guidance provided by FTA Circular 5010.1D, Grant Management Guidelines and any amendments thereto. The CONTRACTOR shall invoice the DEPARTMENT at least monthly but not more often than two (2) times in any one month for payment of costs incurred and deemed allowable as defined by Section 4(b). Reimbursement requests must be submitted in accordance with schedules that allow for payments to be approved by the Transportation Commission during regular meetings which are held routinely on the second and fourth Tuesday of each month.

The itemized request for payment, including invoices, shall be reviewed and approved by the MDOT staff. A retainage of at least five (5%) percent of the approved payment will be withheld until the PROJECT is completed, and the annual Statement of Revenues and Expenditures or, if applicable, an audit in accordance with 2 CFR Part 200 as amended, has been accepted, unless otherwise advised in writing by the Executive Director. Any costs deemed ineligible for reimbursement by the DEPARTMENT in accordance with the terms and conditions of this Contract Agreement shall be deducted from the retainage before final payment is made or the DEPARTMENT may issue a formal written request for repayment. Any rejected or unaccepted costs shall be borne by the CONTRACTOR.

The CONTRACTOR agrees that reimbursement of any cost, in accordance with the indicated payment methods, does not constitute a final decision by the DEPARTMENT about the allowability of that cost and does not constitute a waiver of any violation by the CONTRACTOR of the terms of this agreement. The CONTRACTOR understands that a final determination concerning allowability will not be made until an audit of the project has been completed. If the DEPARTMENT determines that the contractor is not entitled to receive any part of the federal funds requested, the CONTRACTOR will be notified in writing. Closeout of this project will not alter the CONTRACTOR'S obligation to return any funds due to the DEPARTMENT as a result of later refunds, corrections or other transactions. Project close-out will not affect the DEPARTMENT'S right to disallow costs and recover funds on the basis of a later review or audit.

g. <u>E-Invoice and E-Payment PayMode</u> This DEPARTMENT requires that all CONTRACTORS submit invoices electronically throughout the term of this agreement and/or contract. CONTRACTOR invoices shall be submitted to the

DEPARTMENT using the processes and procedures identified by the DEPARTMENT, which are known and/or available to the CONTRACTOR. Procedures for new CONTRACTORS may be found in the MAAPP Manual in the Vendor File Maintenance sections 11.20.10, 17.20.05 and 17.10.10, and in the related section on requirements for requesting an exemption from electronic payment found in section 17.10.20. CONTRACTOR understands that CONTRACTOR must be enrolled in PayMode e-payment module prior to being enrolled for e-invoicing, and agrees to same, unless CONTRACTOR has applied for and been granted, an exemption. CONTRACTOR may request assistance enrolling by contacting www.mmrs.state.ms.us or by calling the MMRS Call Center at (601) 359-1343. The CONTRACTOR agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance These payments shall be deposited in the bank account of the CONTRACTOR'S choice. CONTRACTOR understands that the DEPARTMENT is exempt from the payment of taxes. All payments shall be in United States Currency.

Payments pursuant to this award will be made for eligible costs documented by invoices for the equipment, work or services incurred in accomplishing PROJECT. Final payment will be made after review and approval by the DEPARTMENT of documentation of the completion of the PROJECT and/or any audit documents as may be applicable.

The DEPARTMENT reserves the right to amend or withdraw this award at any time prior to its acceptance by the CONTRACTOR.

- h. <u>Disallowed Costs.</u> In determining the amount of Federal assistance the DEPARTMENT will provide, the DEPARTMENT will exclude all PROJECT costs incurred by the CONTRACTOR prior to the date authorized by this Contract Agreement, and any costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the DEPARTMENT.
- i. Prohibition Against Use of Federal Funds for Lobbying.
 - The CONTRACTOR or any sub-recipient shall not use Federal assistance funds and funds provided by way of this contract for publicity or propaganda purposes designed to support or defeat legislation pending before Congress.
 - 2. The CONTRACTOR agrees that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- j. <u>Interest/Excess Payments.</u> The following requirements apply to the CONTRACTOR:

Upon notice by the DEPARTMENT to the CONTRACTOR of specific amounts due, the CONTRACTOR shall promptly remit any excess payment of amounts or disallowed costs to the DEPARTMENT. Interest may be assessed from the time of notice and charged for any amounts due to the DEPARTMENT that are not paid as set forth in the State Management Plan.

k. <u>Deobligation of Funds.</u> The DEPARTMENT reserves the right to deobligate unspent funds prior to project close-out.

Section 5. Reports and Records.

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- a. The CONTRACTOR shall advise the DEPARTMENT in writing regarding the progress of the PROJECT at such time and in such format as the DEPARTMENT may require, including but not limited to meetings and interim reports. The CONTRACTOR shall collect and submit to the DEPARTMENT at such time as the DEPARTMENT may require, such financial statements, data, records, contracts, and other documents related to the PROJECT as may be deemed necessary.
- b. The CONTRACTOR and subcontractors shall retain all records pertaining to this PROJECT for a period of three (3) years from the date of final payment by the DEPARTMENT to the CONTRACTOR. However, if any litigation or legal action, by or on behalf of the state and federal government has begun that is not completed at the end of the (3) year period, or of audit finding, litigation or legal action has not been resolved at the end of the (3) year period, the records shall be retained until resolution.

Section 6. Review / Audit, Inspection and Close-out.

- a. In the event that the CONTRACTOR receives reimbursements through this agreement, CONTRACTORS must prepare an annual Statement of Revenues and Expenditures for the current year ending September 30. The Statement of Revenues and Expenditures, along with a computation of Section 5310 funds due the contractor must be submitted to the Department within one hundred and twenty (120) days of the end of the period of performance listed in Section 3. Failure to submit the Statement of Revenues and Expenditures and the supporting documentation may result in the forfeiture of the retainage withheld by the Department.
- b. To the extent required, the CONTRACTOR shall cause an audit to be performed in accordance with 2 CFR Part 200 as amended and guidance provided by the DEPARTMENT. The audit report, if required, shall be submitted to the DEPARTMENT and the Federal Audit Clearinghouse within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the period of performance listed in Section 3. Failure to acquire and submit an audit to the DEPARTMENT, if and as required, will result in a finding of non-compliance and subsequently result in suspension of payments to the CONTRACTOR, forfeiture of retainage withheld by the DEPARTMENT, and will limit the ability of the DEPARTMENT to enter into subsequent contracts with the CONTRACTOR or sponsoring organization. At the discretion of the DEPARTMENT, any such retainage may be used to pay the cost of an audit or assessment of the project. Any retainage that subsequently remains may be released to the project upon approval by the DEPARTMENT.

- c. The CONTRACTOR shall permit and shall require third party contractors to permit the DEPARTMENT, the Comptroller General of the United States and the Secretary of the United States Department of Transportation or their authorized representatives to inspect all vehicles, facilities, equipment, materials, and supplies purchased by the CONTRACTOR as part of this project, all transportation services rendered by the CONTRACTOR by the use of such vehicles, facilities and equipment, and all relevant payrolls, project data and records. The CONTRACTOR shall also permit the above named representatives to audit the books, records and accounts of the CONTRACTOR pertaining to the Project.
- d. The CONTRACTOR agrees that any amounts to be refunded to the DEPARTMENT shall be repaid within 30 days of written notification by the DEPARTMENT. Failure to do so may result in delays or suspension of subsequent invoice payments. At a minimum, the following circumstances may result in requests for repayments/refunds:
 - (1) excess program generated income;
 - (2) excess contributed income;
 - (3) other excess income.

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e. Project close-out occurs when the DEPARTMENT notifies the CONTRACTOR in writing and forwards the final federal assistance payment or when the CONTRACTOR'S remittance of the proper refund or repayment has been acknowledged in writing by the DEPARTMENT.

<u>Section 7. Contracts Under This Contract Agreement.</u> Unless otherwise authorized in writing by the DEPARTMENT, the CONTRACTOR shall not assign any portion of the work to be performed under this contract agreement, or execute any contract amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract agreement without the prior written concurrence of the DEPARTMENT.

- a. The Contractor shall ensure that every subcontract includes any clauses required by the contract agreement, federal statutes and implementing regulations.
- b. All contracts for services will be developed in accordance with the FTA's requirements for competition and/or private sector participation as referenced in the guidance contained in Circular 4220.1F as amended entitled "Third Party Procurement".
- c. In no event shall this contract or equipment, materials and goods provided hereunder be treated as assets of the CONTRACTOR in any bankruptcy or similar proceeding.

Section 8. Purchase of Project Vehicles, Facilities and Equipment. The purchase of all Project vehicles and/or equipment financed in whole or in part pursuant to this Contract Agreement shall be in accordance with the applicable state and federal laws and procurement regulations, including state competitive bidding procedures and laws and specifications approved by the DEPARTMENT, the DEPARTMENT'S State Management Plan and will be consistent where applicable with the Common Grant Rule and/or 2 CFR Part 200 as amended, and Circular 4220.1F

and any revisions thereof as applicable. The undersigned CONTRACTOR certifies its Procurement Compliance by the executed "Procurement Compliance" Certificate attached hereto and made a part of Exhibit A incorporated herein by reference.

- a. <u>Vehicle Purchases.</u> The DEPARTMENT or CONTRACTOR may purchase vehicles for the Project, using vehicle specifications approved by the DEPARTMENT for the purchase of new vehicles. These vehicles are to include buses, mini-buses, vans and other small vehicles in accordance with the CONTRACTOR'S approved application. All purchases are subject to prior approval of the DEPARTMENT, and must be in accordance with State purchasing laws and approved by the State Bureau of Purchasing. Vehicles purchased by the CONTRACTOR must be approved in writing in advance by the Executive Director of the DEPARTMENT.
- b. <u>Other Equipment, Materials, Goods and Services.</u> Other equipment, materials, goods, and services included in the approved application to be financed in whole or in part pursuant to this Contract Agreement may be procured by the CONTRACTOR in accordance with the above procedures and the following requirements:
 - (1) Specifications and Bid Advertisements. Equipment specifications shall be written so as not to unduly restrict competitive bidding. Equipment specification and advertisement for bid packages shall be approved by the DEPARTMENT prior to submission to prospective bidders.
 - (2) <u>Award of Bids.</u> The DEPARTMENT must concur in the award of bid to procure equipment for the Project made by the CONTRACTOR prior to the execution of an agreement between the CONTRACTOR and any bidder.
 - (3) All purchases must be made consistent with State laws and purchasing procedures and revised 2 CFR Part 200 where appropriate.
- c. Real Property. In general the acquisition of real property shall be in accordance with procedures contained in the Departments State Management Plan and any subsequent specific procedures and requirements provided by the Department. The MDOT may confer with FTA concerning the specific requirements governing the acquisition, use or disposition of real property purchased with federal funds.

Section 9. Title to Project Equipment and Real Property. Title to Project equipment, land and facilities shall be in the CONTRACTOR'S name subject to the restrictions of use and disposition of the Project as set forth herein and in accordance with Section 10, 11 and 14 of this Contract Agreement. The DEPARTMENT shall be listed as first lienholder on and maintain all original titles to project equipment and one set of keys. If this Contract Agreement is terminated, title to Project vehicles shall become vested in the DEPARTMENT as first lien holder and the DEPARMENT shall have the right to repossess the same.

a. The CONTRACTOR shall grant to the DEPARTMENT a security interest in the Project equipment through the execution of a security agreement in a form acceptable to the DEPARTMENT and by the filing of financing statements necessary to perfect that security interest, and in regard to vehicles purchased by the CONTRACTOR, under the terms of this Contract Agreement. The DEPARTMENT shall be listed as first lienholder on, and maintain all, original titles to vehicles purchased by the CONTRACTOR, under the terms of this Contract Agreement. A copy

of the Security Agreement form, acceptable to the DEPARTMENT, is attached hereto as Exhibit C.

- b. When real property is acquired and/or developed under the terms of this Contract Agreement, CONTRACTOR grants to the DEPARTMENT a security interest in the real property to secure CONTRACTOR'S performance of the terms of this Contract Agreement and shall perfect that security interest by executing a deed of trust in a form acceptable to the DEPARTMENT and by filing that deed of trust in the land records of the county where the real property is located. At least ten days prior to the transfer of funds under the terms of this Contract Agreement for the acquisition and/or development of real property, the CONTRACTOR shall provide to the DEPARTMENT a title certificate from a licensed attorney to be selected by the DEPARTMENT showing that there are no encumbrances on the real property to be acquired and/or developed, and the CONTRACTOR shall have the title certificate updated immediately prior to the transfer of funds for the acquisition and/or development of the subject property. A copy of the Deed of Trust form, acceptable to the DEPARMENT, is attached hereto as Exhibit D. A copy of the Notice of Federal Interest Form acceptable to the DEPARTMENT, is attached hereto as Exhibit F which shall be duly recorded in the land records of the county.
- c. In addition, when real property is acquired and/or development under the terms of this Contract Agreement, CONTRACTOR shall convey to the DEPARTMENT the CONTRACTOR'S executory power to transfer any interest in the real property until the CONTRACTOR has fulfilled its obligations under the terms of this Contract Agreement. The conveyance of the CONTRACTOR'S executory power shall be in a form acceptable to the DEPARTMENT. A copy of the Conveyance of Executory Power form, acceptable to the DEPARTMENT, is attached hereto as Exhibit F which shall be duly recorded in the land records of the county.
- d. If the CONTRACTOR is a governmental entity, in lieu of b. and c. above, it agrees to execute a notice of federal/state interest. (a copy of an acceptable form is attached hereto as Exhibit E.)

Section 10. Use of Project Equipment and Real Property.

- a. The CONTRACTOR agrees that the Project equipment, land and facilities shall be used for the provision of transportation service within the area described in the Project description, or some other subsequently authorized area approved by the DEPARTMENT in accordance with Section 14 of this Contract Agreement for the duration of the Project. If, during the duration of the Project, any equipment or real property is not used in this manner or is withdrawn from transportation service for more than thirty (30) days, the CONTRACTOR shall notify the DEPARTMENT in writing and shall dispose of such equipment or real property in accordance with guidance by the DEPARTMENT and Section 14 of this Contract Agreement. The DEPARTMENT shall have the right to conduct periodic inspections for the purpose of confirming maintenance pursuant to this section.
- b. <u>Sanctions for Non-Compliance</u>. In the event of the CONTRACTOR'S non-compliance with the provisions of this section, the DEPARTMENT shall impose such sanctions as it may determine to be appropriate, including but not limited to:
 - (1) Withholding or discontinuing further reimbursements or funding, and/or;

- (2) Cancellation, termination or suspension of the Contract Agreement in whole or in part.
- c. The CONTRACTOR shall keep satisfactory records with regard to the use of the PROJECT equipment and shall submit to the DEPARTMENT upon request such information as is required to assure compliance with Title 23 of the CFR.
- d. In accordance with 49 CFR, Part 605, as amended the CONTRACTOR may use project equipment for the provision of school bus transportation, as long as such use is a modification of regular service to the general public and such use is not for exclusive school bus transportation to the exclusion of general public riders or represents unfair competition with private operators. The CONTRACTOR agrees to comply with the Charter rules described in 49 CFR, Part 604, as amended.
- e. The CONTRACTOR shall neither use nor permit the vehicles, property and equipment provided hereunder to be used for any illegal or unlawful purpose or otherwise subject the vehicles and equipment to confiscation. The CONTRACTOR agrees to reimburse the DEPARTMENT for the fair, retail market value in the event the vehicle and equipment are confiscated while in the possession or control of the CONTRACTOR, together with other such expenses or losses that the DEPARTMENT may incur as a result thereof. The CONTRACTOR further agrees not to permit the vehicles, property and equipment provided hereunder to be used in violation of any Federal, State or municipal/local statute, law, ordinance, rule or regulation applicable to the operation of the vehicles, property and equipment and will indemnify and hold the DEPARTMENT harmless from any and all fines, forfeitures and penalties assessed against such vehicles and equipment.

Section 11. Encumbrance of Project Equipment or Real Property. Except as provided in Section 9 of this Contract Agreement, the CONTRACTOR shall not execute any lease, pledge, mortgage, lien, or other contract (including a grant anticipation note or "Safe Harbor Lease" under Section 168(g)(8) of the Internal Revenue Code of 1954) touching or affecting the Federal interest in any Project facilities or equipment, nor shall it obligate itself in any other manner, with any third party with respect to Project facilities for equipment, unless such lease, pledge, mortgage, lien, contract or other obligation is expressly authorized in writing by the DEPARTMENT; nor shall the CONTRACTOR, by any act or omission of any kind, adversely affect the Federal interest or impair its continuing control over the use of Project facilities or equipment.

Section 12. Records and Maintenance of Project Real Property and Equipment. For the duration of the PROJECT, the CONTRACTOR shall maintain the Project equipment and facilities at a high level of cleanliness, safety and mechanical soundness. The DEPARTMENT shall have the right to conduct periodic inspections for the purpose of confirming proper use and maintenance pursuant to this Section, and the approved program maintenance procedure. The CONTRACTOR must maintain a project equipment inventory and a formal maintenance program. Property records must include a description of the equipment, vehicle identification number, source, cost, acquisition date, percentage of federal participation, detailed maintenance records and any disposition data.

<u>Section 13. Insurance.</u> The CONTRACTOR shall obtain insurance adequate to protect the Project's property and equipment, as well as public liability insurance. The DEPARTMENT shall be named as loss payee for property and equipment purchased with Section 5310 funds. The CONTRACTOR shall submit evidence of such insurance coverage including documentation of the

solicitation process annually to the DEPARTMENT or prior to beginning vehicle operations, and said coverage shall remain in effect at all times during the duration of the PROJECT.

The CONTRACTOR shall obtain and maintain at all times during the duration of the Project insurance coverages adequate to meet the appropriate requirement of the Mississippi Transportation Commission or any successor agency. In the absence of these requirements the following insurance coverages in the amounts apply:

Comprehensive general liability insurance in an amount not less than one million dollars (\$1,000,000.00), including coverage for blanket contractual liability, broad form property damage, personal injury and bodily injury (including illness, disease and death), and products/completed operations; and

Comprehensive automobile liability insurance, including hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000.00), covering bodily injury and death and property damage; and

Blanket employee fidelity bond insurance in an amount not less than fifty thousand dollars (\$50,000.00); and

Workers' compensation insurance in the amount required pursuant to the laws of the State of Mississippi.

All insurance policies required herein shall be issued by a reputable and substantial insurance company or companies licensed to do business in the State of Mississippi, and shall include an endorsement providing substantially as follows:

Insurer may not cancel this policy, modify or amend its terms or reduce coverage for a period of sixty (60) days after the Mississippi Department of Transportation has been notified by certified mail, return receipt requested, of the Insurer's intention to cancel, modify, amend or reduce the coverage.

The CONTRACTOR shall immediately notify the DEPARTMENT in writing of any notices from insurer concerning cancellation or reduction in insurance coverages.

The DEPARTMENT shall be named as loss payee for property and equipment purchased with Section 5310 funds. On or before the inception of the Period of Performance of this Contract Agreement, the CONTRACTOR shall deliver to the DEPARTMENT a Certificate or Certificates of Insurance, certifying the types and amounts of coverages required herein, the loss payee and the required endorsement.

Section 14. Disposition of Equipment and Real Property. The CONTRACTOR agrees that the Project equipment and property shall be used as described in Section 10 of this Contract Agreement and the approved State Management Plan. If, at any time during the duration of this Project, any real property or equipment with remaining useful life is not used as described above, the CONTRACTOR shall notify the DEPARTMENT in writing and after concurrence by the DEPARTMENT shall dispose of such real property or equipment in accordance with applicable laws and regulations and with the following procedures:

a. Disposal of real property or equipment with remaining useful life requires written approval from the DEPARTMENT.

- (1) If the equipment is transferred to another Section 5310 CONTRACTOR, the receiving CONTRACTOR shall be responsible for reimbursing the transferring CONTRACTOR its pro rata share of the current fair market value, based on the twenty percent (20%) local match ratio. The twenty percent (20%) local match shall be based on at least two (2) independent appraisals of the current fair market value. In the absence of independent appraisals value of the equipment shall be based on standard depreciation calculations.
- (2) If the equipment or real property is approved to be retained by the CONTRACTOR, and the equipment or property has a fair market value of at least \$5,000.00, the CONTRACTOR shall reimburse the DEPARTMENT, in an amount based on the federal pro rata share of the original cost, equal to the current fair market value of the equipment or property. The fair market value must be based upon two (2) independent objective appraisals. These appraisals must be approved by the DEPARTMENT.
- (3) If the equipment or real property is approved to be sold, it shall be advertised and sold at the highest price obtainable at public sale or via sealed bids. All sales of property or equipment must be consistent with State laws. The DEPARTMENT may authorize the expenses of the sale to be deducted from the proceeds. The proceeds derived from the sale of real property or equipment may be retained by the CONTRACTOR as long as such proceeds are used to support the transportation project approved by the DEPARTMENT. Otherwise the CONTRACTOR shall reimburse the DEPARTMENT its pro rata share of the net proceeds, based on the pro rata share of the original cost.
- b. To request disposal of real property or equipment that has reached its end of useful life, the CONTRACTOR must make a written request of a declaration of end of useful life to the DEPARTMENT. Requests for end of useful life must be made in such a manner and format as required by the DEPARTMENT in the approved program procedures manual or policy statements.
- c. The CONTRACTOR shall be responsible to the DEPARTMENT for full compliance with all provisions of State laws, 2 CFR Part 200 as amended and the "Common Grant Rule" for property disposition, and all other applicable laws, rules and regulations.

<u>Section 15. Contract Changes.</u> Modifications, changes or amendments to this Contract may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification or amendment of any term, provision or condition of this Contract must be in writing and signed by both parties hereto.

<u>Section 16. Compliance with Applicable Laws, Regulations and Certifications.</u> The CONTRACTOR shall, in providing these services, comply with all federal and state laws, licensing standards and other regulations applicable to the provision of these services.

<u>Section 17. Responsibility for Claims and Liabilities.</u> The CONTRACTOR shall indemnify, defend and hold harmless the DEPARTMENT and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense (including, but not limited to, any type of

environmental claim, loss, damage cost charge or expense) arising out of any negligent act, actions, neglect or omission by the CONTRACTOR, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which DEPARTMENT or said parties may be subject.

CONTRACTOR'S obligation to indemnify, defend, and pay for the defense, or at the DEPARTMENT'S option, to participate and associate with the DEPARTMENT in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations shall be initiated by the DEPARTMENT'S notice of claim for indemnification to CONTRACTOR. The CONTRACTOR'S evaluation of liability, or its inability to evaluate liability, shall not excuse CONTRACTOR'S duty to defend. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the DEPARTMENT entirely responsible shall excuse performance of this provision by the CONTRACTOR. In such case DEPARTMENT shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the DEPARTMENT agrees to notify CONTRACTOR as soon as practicable after receipt or notice of any claim involving CONTRACTOR. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

The DEPARTMENT shall have no liability for any claim or claims or any threatened claim or threatened claims of any nature, including without limiting the generality of the foregoing provisions, consequential, special, or other damages.

Section 18. Disputes. Any dispute concerning a question of fact in connection with the PROJECT which is not disposed of by agreement shall be arbitrated by the Executive Director of the Department or such person as the Executive Director may designate on behalf of the Transportation Commission. The decision of the Executive Director or his/her designee shall be final and conclusive, unless within 15 days from the date of receipt of the decision, the CONTRACTOR submits a written request for review of the decision. In that event, the CONTRACTOR shall be provided an opportunity to be heard on the review and offer evidence in support of the CONTRACTOR'S position regarding the decision. The decision of the Executive Director on the review shall be final and conclusive unless determined by a court of competent jurisdiction to be unlawful for the reason it was not supported by any substantial evidence, was fraudulent or capricious. Until a final determination is made, the CONTRACTOR shall proceed forthwith with the performance of the CONTRACTOR'S duties under the contract pursuant to the Executive Director's decision.

Section 19. Termination of Contract Agreement. This Contract Agreement may be terminated at any time by mutual consent of both parties. The CONTRACTOR may terminate its participation in the PROJECT by notifying in writing and receiving the concurrence of the DEPARTMENT forty-five (45) days in advance of the termination. The DEPARTMENT may terminate the Contract Agreement by giving the CONTRACTOR fifteen (15) days advance written notice in the event of determination by the DEPARTMENT of nonperformance or any breach of any terms of the contract agreement by the CONTRACTOR. The DEPARTMENT, before issuing written notice of Contract Agreement termination, may allow the CONTRACTOR forty-five (45) days to correct the problems identified. If the DEPARTMENT makes the determination that this Contract Agreement should be terminated due to (a) insufficient performance, (b) a violation of Section 4 of this contract, or any other provision, or (c) a misuse of the funds or equipment provided under this Contract Agreement, then it is agreed that this Contract Agreement shall be terminated upon fifteen (15) day notice in writing from the DEPARTMENT to the CONTRACTOR. The CONTRACTOR shall

be entitled to receive compensation for eligible expenses approved by the DEPARTMENT, prior to receiving the termination notice.

CONTRACTOR'S termination of any services heretofore approved through this Contract Agreement requires prior written notification to the DEPARTMENT and DEPARTMENT concurrence and that, at a minimum, CONTRACTOR shall provide thirty (30) days written notice of termination of services published in a newspaper having local circulation, and shall post on all Project vehicles and mail to subcontractors and provide to all passengers such written notice of termination of services.

The DEPARTMENT shall have the absolute right to terminate the project contract at any time, for any reason, and in such event the DEPARTMENT'S obligations and liability hereunder shall be limited solely to payment of any compensation due CONTRACTOR as stated in this Section.

<u>Section 20. Interest of Members of or Delegates to Congress.</u> No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract Agreement or to any benefit arising therefrom.

<u>Section 21. Prohibited Interest.</u> No member, officer, or employee of the DEPARTMENT or of the CONTRACTOR shall have any interest, direct or indirect, in this Contract Agreement or the proceeds therefrom.

<u>Section 22. Identification of Documents.</u> All published reports and other documents completed as a part of this Contract Agreement, other than documents exclusively for internal use by the parties hereto, must contain the following disclosure on the inside front cover:

"This document is disseminated under the sponsorship of the U.S. Department of Transportation in the interest of information exchange. The United States Government nor the Mississippi Department of Transportation assumes no liability for the contents or use thereof".

<u>Section 23. Public Notice Process for Fare/Service Changes.</u> The CONTRACTOR agrees to develop and implement a process to inform the public prior to raising fares, restructuring or terminating transit services. Such a process must include at least the following:

- a. A thirty (30) day written prior notice must be published in at least one newspaper of general circulation, once each week for three consecutive weeks.
- b. Written notice posted daily for at least fifteen (15) days in locations visible to passengers on each vehicle that services the route.
- c. Notification of service change in media or formats that are accessible to ADA eligible riders that are certified by the Project's certification procedures. Notification must be made at least once each week for thirty (30) days.
- d. The DEPARTMENT must be advised in writing and provide written concurrence of any discontinuation of route or service type. Such notice should be provided forty-five (45) days in advance, but must be given at least thirty (30) days prior to the termination of service.
- e. Written notice of at least thirty (30) days must be given to all sub-contractors that have entered into a purchase of service agreement with the contractor.

f. Service area expansions may be subject to notification and approval requirements of the Mississippi Public Service Commission.

<u>Section 24. Civil Rights.</u> During the performance of this Contract Agreement, the CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- a. <u>Compliance with Regulations:</u> The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended, the Regulations of the UNITED STATES DEPARTMENT of TRANSPORTATION (USDOT) relative to nondiscrimination in federally assisted programs (Title 49, Code of Federal Regulations, Part 21 & 23 and 25-28 as amended, hereinafter referred to as the REGULATIONS), and Assurances pursuant thereto which are herein incorporated by reference and made a part of this contract.
- b. <u>Nondiscrimination:</u> The CONTRACTOR, with regard to the work performed during the contract, shall not discriminate on the grounds of sex, age, race, religion, color, disability or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Part 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. <u>Solicitations for Subcontract, Including Procurement of Materials and Equipment:</u> In all solicitations, either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR'S obligations under this Contract Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, or sex.
- d. <u>Information and Reports:</u> The CONTRACTOR shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the DEPARTMENT or FTA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the DEPARTMENT or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. <u>Sanctions for Non-compliance</u>: In the event the CONTRACTOR'S non-compliance with the nondiscrimination provisions of this Contract Agreement, the DEPARTMENT shall impose such contract sanctions as provided by law and as it or FTA may determine to be appropriate, including, but not limited to:
 - (1) withholding or discontinuing further reimbursements, other funding and/or
 - (2) cancellation, termination or suspension of the Contract Agreement, in whole or in part.

- f. Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraph (a) through (e) of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the DEPARTMENT or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the DEPARTMENT, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.
- g. <u>Disadvantaged Business Enterprise (DBE).</u> It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 CFR, Part 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the "Mississippi Department of Transportation's Disadvantage Business Enterprise Programs for United States Department of Transportation Assisted Contracts".

Neither the CONTRACTOR nor any sub-recipient or sub-contractor shall discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONTRACTOR to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate. The following provisions are applicable:

- (1) The CONTRACTOR shall be responsible for meeting the applicable regulations regarding participation by Disadvantaged Business Enterprises (DBE) in the Department of Transportation programs set forth in 49 CFR, Part 26, or any revision of supplement thereto. Pursuant to the requirements of 49 CFR, Part 26, the following statements regarding disadvantage business enterprises are included in, and made a part of this Contract Agreement:
 - (a) Policy. It is the policy of the United States Department of Transportation (USDOT) and the DEPARTMENT that disadvantaged business enterprises as defined in 49 CFR, Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Contract Agreement. Consequently the DBE requirements of 49 CFR, Part 26 apply to this Contract Agreement.
 - (b) <u>DBE Obligation.</u> The DEPARTMENT and the CONTRACTOR agree to ensure that disadvantaged business enterprises as defined in 49 CFR, Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds provided under this contract agreement.

In this regard the DEPARTMENT and the CONTRACTOR shall take all necessary and reasonable steps in accordance with 49 CFR, Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts that relate to this Contract Agreement. The DEPARTMENT and CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts using Section 5310 funds.

- As a condition of assistance, the DEPARTMENT has submitted and received approval of a Disadvantaged Business Enterprise Program (DBE), that was developed consistent with guidance contained in the Federal Register 49 CFR, Part 26 "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs; Final Rule", dated February 2, 1999 (herewith incorporated by reference and set forth as **Exhibit G**). This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance contact agreement. Upon notification to the CONTRACTOR of its failure to carry out the approved program, the DEPARTMENT shall impose such sanctions as noted in 49 CFR, Part 26, which sanctions may include termination of the agreement or contract by the CONTRACTOR or such remedy as the CONTRACTOR deems appropriate.
- (3) The CONTRACTOR shall advise each recipient, contractor, and subcontractor that failure to carry out the requirements set forth in 49 CFR, Part 26 shall constitute a breach of contract and, after the notification to the DEPARTMENT, may result in termination of the agreement or contract by the CONTRACTOR or such remedy as the CONTRACTOR deems appropriate.
- (4) The CONTRACTOR shall take action concerning DBEs as follows:
 - (a) The CONTRACTOR shall not exclude DBEs from participation in business opportunities by entering into long-term, exclusive agreements with non-DBEs for operation of major transportation-related activities, for the provision of goods and services to the facility or to the public on the facility.
 - (b) A CONTRACTOR that is required to submit affirmative action programs under 49 CFR, Part 26 that has business opportunities for leases shall submit to the DEPARTMENT for approval their programs' overall goals for the participation as lessees of firms owned and controlled by disadvantaged persons. These goals shall be for a specified period of time and shall be based on the factors listed in 49 CFR, Part 26. The CONTRACTOR shall review these goals at least annually, and whenever the goals expire. The review shall analyze projected versus actual DBE participation during the period covered by the review and any changes in factual circumstances affecting the selection of goals. Following each review, the CONTRACTOR shall submit new overall goals to the DEPARTMENT for approval. A CONTRACTOR that fails to meet its goals for DBE lessees shall demonstrate to the DEPARTMENT in writing that it made reasonable efforts to meet the goals.

(c) Except as provided in this section, the CONTRACTOR is required to include lessees in affirmative action programs. Lessees themselves are not subject to the requirements of the Part 26, except for the objective of 49 CFR, Part 26 to avoid discrimination against DBEs.

Section 25. Equal Employment Opportunity. In connection with the execution of this Contract Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex age, disability, or national origin. The CONTRACTOR shall comply with Executive Order 11246 as amended by Executive Order 11375, and as supplemented by DOL regulations (41 CFR, Part 60) and shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex age, disability, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

<u>Section 26. Section 504 and ADA Requirements.</u> The CONTRACTOR shall comply with all the requirements imposed by Section 504 of the Rehabilitation Act of 1973 (P.L. 93.112, 29 U.S.C. 794 et seq.); the Americans with Disabilities Act of 1990 (P.L. 101-336, 42 U.S.C 12101 -12213), the Regulations of the United States Department of Transportation issued thereunder (49 CFR, Part 27), the Americans with Disabilities Act of 1990 (ADA) (49 CFR, Parts 27, 37 and 38) and the Assurance by the CONTRACTOR pursuant thereto, including any amendments.

Section 27. Immigration Reform and Control Act of 1986. The CONTRACTOR represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. CONTRACTOR agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. CONTRACTOR further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. CONTRACTOR understands and agrees that any breach of these warranties may subject CONTRACTOR to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to CONTRACTOR by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, CONTRACTOR would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit. As of July 1, 2008, the CONTRACTOR is required to provide to the Mississippi Department of Transportation ("MDOT") a Certification and Agreement (Exhibit G) prior to the execution of the contract. The CONTRACTOR is solely responsible for compliance with the requirements of the Mississippi Employment Protection Act.

It is agreed by the parties that no person employed by the CONTRACTOR pursuant to the provisions hereof will be considered an agent or employee of the DEPARTMENT or the Mississippi Department of Transportation.

It is further agreed by the parties that no provision of this agreement is intended nor shall it be construed to give rise to a third party beneficiary claim on the person of entity not a party hereto.

Section 28. Section 13(c) Labor Standards. In connection with the execution of this contract, the CONTRACTOR shall protect the interest of employees affected by federal assistance as part of the Project, as provided by Section 13(c) of the Federal Transit Act of 1991, and 49 U.S.C. 5333 (b) as amended, and the assurance by the CONTRACTOR pursuant thereto. The CONTRACTOR shall be financially responsible for the application of the conditions of Section 13(c).

Section 29. Other Labor Provisions. The CONTRACTOR shall be responsible for meeting the statutory and regulatory provisions of the "Contract Work Hours and Safety Standards Act", including, but not limited to meeting the statutory requirements of 40 U.S. C. 3701 et seq. and 40 U.S.C. 3141 et seq. as amended, as amended and regulations set forth at 29 CFR Parts 4, 5, 6 and 70 through 240, as amended for non-construction contracts of \$2,500 or more that involve the employment of mechanics or laborers. Pursuant to the requirements of 40 U.S.C. 3701 et seq., as amended 40 U.S.C. 3141 et seq. as amended and the regulations set forth at 29 CFR Parts 4, 5, 6 and 70 through 240, as amended, the following statements are made part of this Contract Agreement:

- a. Overtime Requirements. No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.
- b. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, the CONTRACTOR and any subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages which shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR, Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5.
- c. Withholding for Unpaid Wages and Liquidated Damages. USDOT or the recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any monies payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR, Section 5.5.

- d. Non-construction Grants. The CONTRACTOR or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the recipient shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the CONTRACTOR or subcontractor for inspection, copying, or transcription by authorized representatives of USDOT and the Department of Labor, and the CONTRACTOR or subcontractor will permit such representatives to interview employees during working hours on the job.
- e. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs a. through e. of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs a. through e. of this paragraph.

Furthermore, the CONTRACTOR is responsible for providing Worker's Compensation for its employees.

<u>Section 30. Environmental Regulation</u>. The CONTRACTOR agrees (on projects with cost in excess of \$100,000) to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606, Section 508 of the Clean Water Act (33 U.S.C. 1368, Executive Order 11738 and Environmental Protection Agency regulations (40 CFR), and any amendments thereto. All violations shall be reported to the DEPARTMENT and to the U.S.E.P.A. Assistant Administrator for enforcement (EN-329).

<u>Section 31. Energy Efficiency.</u> The CONTRACTOR agrees to recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163) and any amendments thereto.

Section 32. Settlement of Third Party Contract Disputes or Breaches. FTA has a vested interest in the settlement of disputes, defaults, or breaches involving Section 5310 federally assisted third party contracts. FTA retains a right to a proportionate share, based on the percentage of the federal share committed to the Project, of any proceeds derived from any third party recovery. Therefore, the CONTRACTOR shall avail itself of all legal rights available under any third party contract. The CONTRACTOR shall notify the DEPARTMENT of any current or prospective litigation pertaining to any third party contract. The DEPARTMENT and FTA reserves the right to concur in any compromise or settlement of the CONTRACTOR'S claim(s) involving any third party contract, before making Federal assistance available to support that settlement. If the third party contract contains a liquidated damages provision, any liquidated damages recovered shall be credited to the Project account involved unless the DEPARTMENT and FTA permit otherwise.

Section 33. Private Sector Participation. The CONTRACTOR agrees to abide by the private sector participation guidance contained in the FTA's private sector policy of October 22, 1984 and any amendments thereto, and the DEPARTMENT'S State Management Plan to ensure that private for-profit, private non-profit and other public agencies are provided reasonable notice to present their views concerning local plans, program and projects.

- a. The CONTRACTOR shall provide information necessary for the DEPARTMENT to make the required assurance to the FTA; and
- b. The CONTRACTOR must develop and implement a local private sector participation procedure that includes defined complaint procedures and is consistent with the requirements of the DEPARTMENT'S State Management Plan.

<u>Section 34. Ethics.</u> The CONTRACTOR shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds. Such code or standards shall provide that no employee, officer, or agent of the CONTRACTOR shall participate in the selection, or in the award, or in the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- (a) the employee, officer, or agent;
- (b) any member of his or her immediate family;
- (c) his or her partner; or
- (d) an organization that employs, or is to employ, any of the above.

The code or standards shall also provide that the CONTRACTOR'S officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from subcontractors, potential subcontractors, or parties to the subcontracts. The CONTRACTOR may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State, Federal or local law, policies, rules and regulations, such code or standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such code or standards by the CONTRACTOR'S officers, employees, or agents, or by subcontractors or their agents.

Section 35. Effective Date. The effective date of this Contract Agreement shall be the date identified in the period of performance as defined in Section 3 of this contract agreement.

<u>Section 36.</u> Bonding. Along with this contract, the applicant shall file with the DEPARTMENT a copy of its Fidelity Bond or a Certified Letter acknowledging that a Fidelity Bond is in effect covering the CONTRACTOR against the loss of money and securities or other properties in the amount of at least \$50,000, prior to the inception of this Contract Agreement.

<u>Section 37. Certification Regarding Suspension and Debarment.</u> The undersigned CONTRACTOR certifies herein and by Certification attached hereto as part of Exhibit A and incorporated herein by reference to the best of his or her knowledge and belief that its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Section 38. Certification Regarding Lobbying.

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

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

<u>Section 39. Governing Law.</u> This Contract Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in a court of competent jurisdiction in Hinds County, State of Mississippi. CONTRACTOR expressly agrees that under no circumstances shall the DEPARTMENT be obligated to pay an attorney's fee for the cost of legal action to or on behalf of the CONTRACTOR.

Section 40. Program Fraud and False or Fraudulent Statements or Related Acts.

(a) The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U. S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of this Contract Agreement, the CONTRACTOR certifies or affirms the truthfulness and

accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

- (b) The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the DEPARTMENT or the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307 as amended, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307 as amended on the Contractor, to the extent the Federal Government deems appropriate.
- (c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

<u>Section 41. Federal Changes</u>. CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR's failure to comply shall constitute a material breach of this contract.

Section 42. Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and conditions required by USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, dated March 13, 2013 as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any DEPARTMENT requests which would cause the CONTRACTOR to be in violation of the FTA terms and conditions.

<u>Section 43. State and Local Law Disclaimer</u>. Since many of the clauses which are suggested for use by the CONTRACTOR in its procurement documents are affected by both state and federal law requirements, the CONTRACTOR understands that it should consult with its attorney in order to assure appropriate legal guidance regarding the preparation and wording of any of the legal documents it enters pursuant to this Contract Agreement, including, but not limited to, its procurement documents.

<u>Section 44. Substance Abuse</u>. The CONTRACTOR agrees to comply with Federal Transit Administration regulations concerning substance abuse as follows:

a. The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR, Parts 655, produce any documentation necessary to establish its compliance and permit any authorized representative of the Department of the USDOT or the DEPARTMENT to inspect the facilities and records associated with the implementation of the program as required under 49 CFR, 655.

b. The CONTRACTOR further agrees to certify annually its compliance with 49 CFR 655 at such time and in such format as the DEPARTMENT may require.

<u>Section 45. Certifications and Assurances</u>. Certifications and Assurances executed by the CONTRACTOR are attached hereto as a part of Exhibit A (attached hereto and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures).

<u>Section 46. No Government Obligation to Third Parties</u>. The CONTRACTOR acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in our approval of the solicitation or award of the underlying contract:

- a. Absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities of the CONTRACT pertaining to any matter resulting from the underlying contract.
- b. The CONTRACTOR agrees to include the above clause in each subcontract funded in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor.

Section 47. Buy America. The CONTRACTOR agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661 as amended, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the CONTRACTOR the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

Section 48. Charter Service Operations. The CONTRACTOR agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604 as amended, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. 604.9. Any charter service provided under one of the exceptions must be "incidental," it must not interfere with or detract from the provision of mass transportation.

Section 49. School Bus Operations. Pursuant to 49 U.S.C. 5323(f) and 49 C.F.R. Part 605 as amended, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

<u>Section 50 Recycled Products-Recovered Materials.</u> The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40

C.F.R. Part 247, and Executive Order 13693, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

<u>Section 51. Notification of Federal Participation.</u> To the extent required by law, in the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of \$500,000 or more, the CONTRACTOR agrees to specify the amount of Federal assistance intended to be used to finance that acquisition and to express that amount of that Federal assistance as a percentage of the total cost of that third party contract.

<u>Section 52. Entire Agreement.</u> This contract constitutes the sole and entire Agreement between the DEPARTMENT and the CONTRACTOR with respect to the project hereof and supersedes any and all prior agreements, discussions and negotiations between the DEPARTMENT and the CONTRACTOR.

IN WITNESS WHEREOF, this Contract Agreement has been executed by the DEPARTMENT, an agency of the State of Mississippi, and by the CONTRACTOR, and is the requisite authorization for the individuals executing this contract agreement to execute and bind the parties hereto.

City of Oxford-City/County Transit 2021-2022 5310 Contract Agreement #76-0016-21-662 \$0.00

Executive Dire	ector	Date
Typed/Printed	Name	
Attest		Date
Typed/Printed	Name	
By the di	MISSISSIPPI TRANSPORTA	ATION COMMISSION Mississippi Department of Transportation
Brad White Executive Dire Mississippi De	ector epartment of Transportation	Date
Book 22	Page 456-457	
Attest		Date
Typed/Printed	Name	



Memorandum

To: Mayor and Board of Aldermen

From: Ben Requet, AICP, Planning Director

Date: October 5, 2021

Re: Case #2784 - Second Reading and Public Hearing of a request by MFM

Development, LLC. to rezone approximately +/- 4.6 Acres from (NR) Neighborhood Residential to (SCO) Suburban Corridor District for property located at 2365 South

Lamar Boulevard. (PPINs #8908 & #10381)

Request: This is a request to rezone approximately +/- 4.6 acres from (NR) Neighborhood Residential to (SCO) Suburban Corridor. Staff recommended approval of the request at the September 13, 2021 Planning Commission meeting, and the Planning Commission approved a motion to recommend approval of the rezoning to the Mayor and Aldermen with a 7-0 vote.

Comments: The subject property is located on the east side of South Lamar Boulevard, just south of the Azalea Drive intersection. At the time of the completion of the Comprehensive Plan (2016) and the Comprehensive Rezoning (2017), a church was located on this site and it continues to be used in this capacity but the congregation has substantially reduced in size. While it is used as a church, this facility does also have a daycare, a gymnasium and an area that was previously used as a seminary school.

The applicant seeks the ability to allow commercial uses at this site. Surrounding uses include professional offices (mostly medical), residential to the south (Hooper Hill), and institutional uses. The property abutting to the north was granted a rezoning (Case #2482) in 2019 that is similar to this request.

State Requirements for Rezoning: The criteria to zone property are citied in a number of Mississippi cases and are as follows:

"Before a zoning board reclassified property from one zone to another, there must be proof either: (1) that there was a mistake in the original zoning, or (2) (a) that the character of the neighborhood has changed to such an extent as to justify reclassification, and (b) that there was a public need for rezoning." (Burden v. City of Greenville, 1999)

In another case, the court states: "Before property is reclassified, applicant seeking rezoning must prove beyond clear and convincing evidence that there was a mistake in the original zoning, or that the character of the neighborhood has changed to such an extent as to justify rezoning and that the public need existed for rezoning." (City of Biloxi v. Gilbert, 1992)

Finally, Fondren North Renaissance v. Mayor and City Council of City of Jackson, 1999, stated: "Under the "change and mistake" rule of municipal zoning, based on the presumption that the original zoning is well-planned and designed to be permanent, before a zoning board may reclassify property from one zone to another, there must be proof either: (1) that there was a mistake in the original zoning, or (2)(a) that the character of the neighborhood has changed to such an extent as to justify reclassification, and (b) that there was a public need for rezoning.

Therefore, the merits of the applicant's request for rezoning, based on the criteria established in the cited cases, is as follows:

Mistake: Staff does not find evidence of a mistake on the previous rezoning of Neighborhood Residential, although given the commercial nature of adjoining zoning to the north, east, and west, this property could have just as easily been given a commercial zoning designation. The thought was that some residential development might be desirable on these two church sites given their proximity to medical services.

Change and Need: There is change occurring in the area, especially with the recent modification to the intersection of Azalea / Office Park Drive with South Lamar. The realignment introduced a traffic signal at this intersection and it made the interest toon less complicated. Recently, a traffic signal was also introduced at the Oxford Way and South Lamar intersection. It is Staff's understanding that over the years, the church's congregation has steadily dwindled. The pandemic has created additional challenges for the church, but a facility of this size is no longer needed. And given the ongoing desire for new medical and associated facilities, and the limited vacant commercial zoning available in this area, there does seem to be a need for some additional commercially zoned property.

Planning Commission Meeting (September 13, 2021)

The applicant's engineer, John Granberry, attended the meeting to respond to any questions from the Commission. Chairman Rigby did inquire if it was the church's intentions to continue to operate at this location. Mr. Granberry informed the Commission that the church is no longer conducting services at this location. Chairman Rigby noted that this request is a transitional property in terms of the rezoning because it is on the edge between Suburban Corridor and Neighborhood Residential and that the property is currently Neighborhood Residential because of its use as a church. Chairman Rigby also noted that because of the infrastructure changes nearby that there may be more desire for commercial in that area than there was previously when the zoning occurred. Commissioner Milam stated that the conditions based on case law for a rezoning must also justify the public need and he wanted to understand what the public need is in this area. Planning Director Ben Requet noted the increased commercial development

activity that is occurring along the South Lamar Corridor including a new eye clinic, a senior living development, a memory care facility, and a mixed-use climate-controlled storage facility.

Staff Recommendation: Staff recommended approval of the rezoning of this property from neighborhood Residential (NR) to (SCO) Suburban Corridor, equivalent to the properties adjoining it to the north and east. The concentration of medical offices and associated uses in this area, those are possibly the uses proposed, but it could also provide an opportunity for other commercial and service uses to support those existing businesses in the area. There is also a possibility that a greater mixed-use development with upper-level residential uses, which might be very desirable senior housing given the proximity to many medical service facilities in this area of Oxford.

Planning Commission Recommendation:

A motion to recommend approval of the rezoning to the Mayor and Board of Aldermen was made by Commissioner Spragins. That motion received a second by Commissioner Murphy. The motion carried with a 7-0 vote.

As this is a second reading, no voting action is required by the Mayor and Alderman.



Case 2784

To: Oxford Planning Commission **From:** Ben Requet, AICP, Director

Date: September 13, 2021

Applicant: MFM Development, LLC **Owner**: South Lamar Baptist Church

Request: Rezone +/- 4.6 Acres from (NR) Neighborhood Residential to (SCO) Suburban

Corridor District

Location: 2365 South Lamar Boulevard (PPINs #8908 & #10381)

Zoning: (NR) Neighborhood Residential

Surrounding Zoning:

North: (SCO) Suburban Corridor

East: (SCO) Suburban Corridor & (INST-G) Institutional Government

South: (NR) Neighborhood Residential

West: (TNB) Traditional Neighborhood Business

Planning Comments: This is a request to redone approximately +/- 4.6 acres from (NR) Neighborhood Residential to (SCO) Suburban Corridor. At the time of the completion of the Comprehensive Plan (2016) and the Comprehensive Rezoning (2017), a church was located on this site and it continues to be used in this capacity but the congregation has reduced in size. While it is used as a church, this facility does also have a daycare, a gymnasium and an area that was previously used as a seminary school.

The applicant seeks the ability to allow commercial uses at this site. Surrounding uses include professional offices (mostly medical), residential to the south (Hooper Hill), and institutional uses. The property abutting to the north was granted a rezoning (Case #2482) in 2019 that is similar to this request.

State Requirements for Rezoning: The criteria to zone property are citied in a number of Mississippi cases and are as follows:

"Before a zoning board reclassified property from one zone to another, there must be proof either: (1) that there was a mistake in the original zoning, or (2) (a) that the character of the neighborhood has changed to such an extent as to justify reclassification, and (b) that there was a public need for rezoning." (Burden v. City of Greenville, 1999)

In another case, the court states: "Before property is reclassified, applicant seeking rezoning must prove beyond clear and convincing evidence that there was a mistake in the original zoning, or that the character of the neighborhood has changed to such an extent as to justify rezoning and that the public need existed for rezoning." (City of Biloxi v. Gilbert, 1992)

Finally, Fondren North Renaissance v. Mayor and City Council of City of Jackson, 1999, stated: "Under the "change and mistake" rule of municipal zoning, based on the presumption that the original zoning is well-planned and designed to be permanent, before a zoning board may reclassify property from one zone to another, there must be proof either: (1) that there was a mistake in the original zoning, or (2)(a) that the character of the neighborhood has changed to such an extent as to justify reclassification, and (b) that there was a public need for rezoning.

Therefore, the merits of the applicant's request for rezoning, based on the criteria established in the cited cases, is as follows:

Mistake: Staff does not find evidence of a mistake on the previous rezoning of Neighborhood Residential, although given the commercial nature of adjoining zoning to the north, east, and west, this property could have just as easily been given a commercial zoning designation. The thought was that some residential development might be desirable on these two church sites given their proximity to medical services.

Change and Need: There is change occurring in the area, especially with the recent modification to the intersection of Azalea / Office Park Drive with South Lamar. The realignment introduced a traffic signal at this intersection and it made the interest toon less complicated. Recently, a traffic signal was also introduced at the Oxford Way and South Lamar intersection. It is Staff's understanding that over the years, the church's congregation has steadily dwindled. The pandemic has created additional challenges for the church, but a facility of this size is no longer needed. And given the ongoing desire for new medical and associated facilities, and the limited vacant commercial zoning available in this area, there does seem to be a need for some additional commercially zoned property.

Recommendation: Staff recommends approval of the rezoning of this property from neighborhood Residential (NR) to (SCO) Suburban Corridor, equivalent to the properties adjoining it to the north and east. The concentration of medical offices and associated uses in this area, those are possibly the uses proposed, but it could also provide an opportunity for other commercial and service uses to support those existing businesses in the area. There is also a possibility that a greater mixed-use development with upper-level residential uses, which might be very desirable senior housing given the proximity to many medical service facilities in this area of Oxford.



APPLICATION FOR ZONING MAP AMENDMENT

Applicant's Name	
Mailing Address	
Address of Property in Question	PPIN #
Telephone Number (s) Day	
Interest in Property () Owner () Leaseholder () Option to Purchase	e () Other Legal Interest
Present Zoning Classification of Property	
Proposed Zoning Classification of Property	
Legal Description of Property (Include all subdivision lot numbers of numbers)	r metes and bounds description and tax parcel
What changed or changing conditions make the passage of this amendment	ent necessary?
What other circumstances justify the proposed change?	
What error(s), if any, in the Zoning Map would be corrected by the prop	osed amendment?
A legal description and a plat showing the land area affected by the parea and all abutting properties, all public and private rights-of-wardesignated area and abutting properties must be attached along with a f	y and easements bounding and intersecting the iling fee payable to the City of Oxford.
Date Filed	
Date of Public Hearing	
Decision of Board of Adjustment	
Effective Date	

1685 York Avenue, Memphis, TN 38104 (662) 312-9672

August 16, 2021

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

RE: ZONING MAP AMENDMENT

Dear Ben:

On behalf of MFM Development, we are submitting this letter and supporting documentation as attachments to the Application for Zoning Map Amendment for certain properties located at 2385 South Lamar Avenue in Oxford, MS. The following information correlates directly to the Application for Zoning Map Amendment and as noted in the application as "See attached":

Legal Description of Property (Include all subdivision lot numbers or metes and bounds description and tax parcel numbers)

Legal Description:

A parcel of land in the Northwest Quarter of Section 4, Township 9 South, Range 3 West, and in the Southwest Quarter of Section 33, Township 8 South, Range 3 West, in the City of Oxford, Lafayette County, Mississippi, and being more particularly described as follows:

Begin at an iron pin found that is located 330.0 feet South of the northeast corner of the Northwest Quarter of Section 4, Township 9 South, Range 3 West; run thence South 89° 53' 22" West for a distance of 425.64 feet to an iron pin found on the east right-of-way line of South Lamar; run thence North 8° 55' 32" West along said east right-of-way line for a distance of 387.36 feet to a utility pole; run thence North 81° 35' 21" East, leaving said east right-of-way line, for a distance of 301.50 feet to an iron pin set; run thence North 47° 23' 33" East for a distance of 183.36 feet to an iron pin found; run thence South 73° 46' 31" East for a distance of 53.06 feet to an iron pin found; run thence South 0° 10' 05" East for a distance of 535.25 feet to the point of beginning of the herein described parcel of land; said parcel contains 4.66 acres, more or less.

Tax Parcel Numbers:

182D-04-001.00 & 138N-33-034.00

What changed or changing conditions make the passage of this amendment necessary?

There are major changes to the infrastructure in the area. South Lamar has been widened and curb and gutter has been added to the street section adjacent to and immediately north of the subject property. The intersection at Azalea Drive / Office Park Drive with S. Lamar has been improved to a new signalized intersection. Realignment of these streets at this intersection has improved the flow of traffic and safety within the area.

Another change in the conditions is that the South Lamar Baptist Church is no longer operating on this property. Since there is no longer a religious institutional use on this property, a commercial use or mixed commercial/residential use more closely aligns with the current religious institutional use than that of a residential use.

Another change in character of the neighborhood is that the property adjacent to and immediately north of our property (Oxford Wisteria, LLC – PPIN: 8907) was rezoned in 2019 from Neighborhood Residential (NR) District to Suburban Corridor (SCO) District. This property and change directly correlates to our situation, as this property's use was also a religious institutional use prior to the rezoning. The similarity does not necessarily justify the rezoning; however, the rezoning itself does signify the changing conditions of the area.

What other circumstances justify the proposed change?

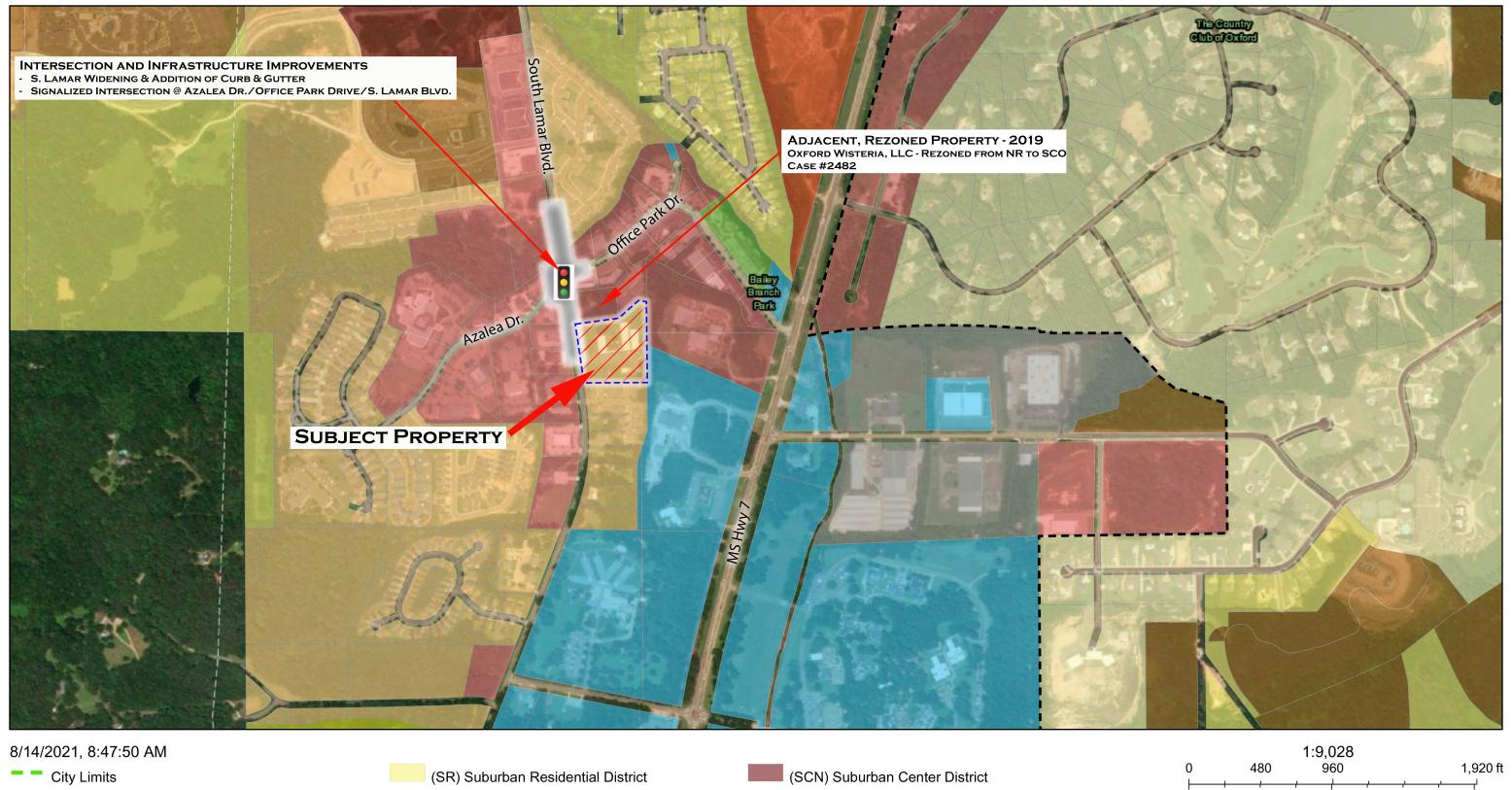
With the ongoing infrastructure improvements and commercial development of properties adjacent to South Lamar, rezoning this property to allow equivalent commercial uses as allowed on adjoining properties, seems justified. Given the ongoing desire for new medical and associated facilities, and the limited vacant property with commercial zoning available in this area, there is a need for some additional commercially zoned property in the area. Additionally, this rezoning would allow for upper-level residential uses, which might be very desirable senior housing, given the proximity to many medical service facilities in this area of Oxford.

If any additional information is needed, please do not hesitate to contact myself or JW McCurdy with any questions.

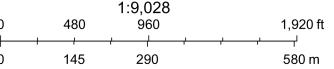
Sincerely,

John Granberry, P.E

REZONING EXHIBIT







Esri, HERE, Garmin, iPC, Maxar

PROPERTY INFO:

2385 SOUTH LAMAR, OXFORD, MS

PARCEI ID#: 182D-04-001 00 & 138N-33-034,00

PPIN: Confidential Information - For Board Use Only - Do not Redistribute Page 113 of 224



Memorandum

To: Mayor and Board of Aldermen

From: Benjamin Requet, AICP, Director of Planning

Date: October 5, 2021

Regarding: Case #2792 - Second Reading and Public Hearing of a request for modifications

to Articles 2, 3, & 7 of the Land Development Code

Planners Comments: The changes proposed address concerns that have surfaced. The changes include:

- Modifying the side yard setback standards for the Traditional Neighborhood Business, Suburban Corridor, Suburban Center, Urban Corridor and Urban Center districts to clarify that accessory structures are subject to a 5' setback.
- Modifying the standards for Vehicle Repair or Maintenance Facilities to establish more standards for this use when it is located adjacent to existing residential uses.
- Modifying the signage standards to incorporate the ability for a business to add a sign for a shared space.

Article 2

A change to the side yard setback requirements for TNB, SCO, SCN, UCO & UCN is being proposed to clarify that a primary building may be constructed on one side yard property line, however, any proposed accessory structure shall comply with all of the requirements for that use.

2.6.7 TNB – Traditional Neighborhood Business

Side Yard Setback Line – 10 feet on one side of a primary structure.

Add Footnote 5 – Accessory structures are subject to the 5' property line separation. See 3.11.1

2.6.8 SCO – Suburban Corridor

Add Footnote 5 – Accessory structures are subject to the 5' property line separation. See 3.11.1

2.6.9 SCN – Suburban Center

Add Footnote 5 – Accessory structures are subject to the 5' property line separation. See 3.11.1

2.6.10 UCO – Urban Corridor

Add Footnote 4 – Accessory structures are subject to the 5' property line separation. See 3.11.1

2.6.11 UCN – Suburban Center

Add Footnote 4 – Accessory structures are subject to the 5' property line separation. See 3.11.1

Article 3

Changes are proposed to the Vehicle Repair or Maintenance Facilities standards to incorporate more standards for this use when it is located adjacent to residential uses.

3.8.13 Vehicle Repair or Maintenance Facility

3.8.13.1 Definition: A business that offers services to maintain, repair, clean, and provide other services to automotive vehicles.

3.8.13.2 Districts Permitted:

- a) Vehicle Repair or Maintenance Facilities are permitted in the IND district.
- b-a) Vehicle Repair or Maintenance Facilities are a special use in the IND district.
- € b) Vehicle Repair or Maintenance Facilities are special exceptions in the AG, RCN, TNB, SCN and SCO Districts.
- 3.8.13.3 Parking: One space is required for each 300 square feet patron waiting area. See Article 4 for general requirements
- 3.8.13.4 Loading: No use-specific requirement. See Article 4 for general requirements.

3.8.13.5 Additional Standards:

- a. Where this use is a special exception, it is limited to service for personal, light duty or medium duty vehicles not requiring a commercial driving license.
- b. Repair: The number of outside stored vehicles awaiting repair is limited to no more than 5, or 1 per service bay, whichever is greater. Stored vehicles must have a current tag and inspection sticker.
- c. Accessory junkyards including the storage of vehicles used for parts are not permitted.
- d. The use shall screen all vehicles that have been accepted for repairs from view by enclosing them within a building or in a rear yard area. Any outdoor storage must be screened by a six-foot solid screening fence or six-foot screen evergreen hedge along the side and rear property lines.
- e. No more than two vehicles per bay or repair / inspection station that have been accepted for repairs by the shop may be stored or parked outside after regular business hours.
- f. No sales of vehicles are permitted on the premises of this use.
- g. Car Washes: Automatic or Full Service:
 - i. All exterior walls and accessory washing areas shall be constructed so that they match the principal structure in design and materials.

- ii. The outdoor service area of a car wash shall be placed and screen in accordance with the standards for on-site parking.
- iii. Washes, vacuums, and similar service devices shall be located a minimum of 50 feet from the nearest portion of an adjacent residential zoning district or lot containing a legal, conforming residential use. for facilities that do not include an automatic dryer. Where automatic dryers are installed, separation shall be 500 feet from the nearest lot line of an adjacent residential zoning district or lot containing a legal, conforming residential use.
- iv. When located adjacent to a residential use, the car wash shall be screened along all property lines with a minimum 6' tall masonry or decorative wood fence. Along any property line that abuts a residential use, a landscape buffer with a minimum width of 5' and containing a mix of shrubs, grasses, trees and flowers shall be provided. This buffer shall be installed towards the residential use and it shall also be irrigated.
- v. Car washes accessory to a principal use shall be located in the side or rear yard only.
- vi. Hours of operation shall be no earlier than 8:00 a.m. and no later than 11:00 p.m. When located within 250' of an existing residential use, a car wash shall not operate later than 9:00 p.m.
- vii. Canopies for vacuuming stations do not require 5' of separation from the primary structure.

Article 7

A change is proposed to allow signage for shared spaces.

7.3.1.2 c. Businesses are limited to one wall or projecting sign and two window or door signs for each façade that has a public entrance. A second wall or projecting sign may be requested by Special Exception. Additionally, a sign on a facade with no public entrance may be requested by Special Exception. Projecting signs will be no larger than 6 square feet in sign area (typically, a 24" x 36" sign). Each window sign may cover no more than 15% of one window or door, and each wall sign may cover no more than 15% of the façade of the building. Where only one window sign is proposed, the percentage from the second allowed sign may be aggregated to allow 30% coverage of one window. Businesses utilizing a shared space for outdoor seating or dining may be allowed one sign not to exceed 3 square feet. Such signage must be affixed to an area barrier.

At their regularly scheduled meeting on September 13, 2021, the Planning Commission unanimously recommended approval of the proposed modifications.

As this is a first reading, no voting action is required by the Mayor and Board of Alderman.

STATE OF MISSISSIPPI COUNTY OF LAFAYETTE

INTERLOCAL AGREEMENT

This Agreement, as amended, is made and entered into this date by and between the Board of Supervisors of Lafayette County, Mississippi, Lafayette County Sheriff Joey East, the Mayor and the Board of Aldermen of Oxford, Mississippi, Chief Jeff McCutchen, Oxford Police Department, the Board of Trustees of the Institutions of Higher Learning, and Chief Daniel Sanford, University Police Department.

WITNESS THAT:

WHEREAS, the Board of Supervisors of Lafayette County, Mississippi is the governing authority thereof, and whereas, Sheriff Joey East is the Chief Law Enforcement Officer in Lafayette County, and whereas, the Mayor and Board of Aldermen of the City of Oxford, Mississippi are the governing authorities thereof, and whereas, Chief Jeff McCutchen is the Chief of Police of the Oxford Police Department, and whereas, the Board of Trustees of the Institutions of Higher Learning is the governing authority of the University of Mississippi, and whereas, Chief Daniel Sanford is the Chief of Police of the University of Mississippi Police Department; and

WHEREAS, the parties hereto recognize the need for focused drug enforcement activity within the county, and believe the formation of a Drug Enforcement Unit, pursuant to the authority granted under the "Inter-local Cooperation Act of 1974 (codified at Miss. Code Ann. §17-13-1, et seq.), will be to their mutual advantage; and

WHEREAS, the parties hereto wish to facilitate the county wide operation of said Multi-Jurisdictional Enforcement Unit while at the same time centralizing command and control of said unit; and WHEREAS, the parties hereto entered into an agreement on February 2, 1988 as to the funding, operation and control of said Drug Enforcement Unit and now desire to amend said Agreement as follows:

١.

The governmental authorities of Lafayette County, Mississippi, Oxford, Mississippi, and the University of Mississippi as well as the Lafayette County Sheriff's Department, the Oxford Police Department, and the University of Mississippi Police Department agree to mutually support a Drug Enforcement Unit funded jointly by the Federal Government, Lafayette County, Mississippi, the City of Oxford, Mississippi and the University of Mississippi, said Drug Enforcement Unit to have county wide jurisdictional authority. The purpose of said Drug Enforcement Unit shall be to focus and concentrate enforcement efforts and assets, and bring the same to bear on drug violators operating in the Lafayette County, Mississippi area.

11.

The Drug Enforcement Unit shall be under the direct operational control of a Control Group consisting of Joey East, Sheriff of Lafayette County, Mississippi or his designee, Jeff McCutchen, Chief of Police, City of Oxford, Mississippi or his designee and Daniel Sanford, Chief of Police, University of Mississippi or his designee with the express understanding that the officer in charge of the Drug Enforcement Unit shall be directly responsible, on a day-to-day operational basis, to the Sheriff, Lafayette County, Oxford, Mississippi.

III.

All parties signatory to this Agreement are authorized to enter into same pursuant to the hereinabove referenced "Inter-local Cooperation Act of 1974." This Agreement shall take effect upon the date of approval by the Attorney General of Mississippi and terminate one year from the date of such approval. This Agreement may be renewed by these parties on a year to year basis hereto, provided, however, that any modifications of this Agreement before renewal shall be approved by the said Attorney General before implementation of the modification.

The purpose of this Agreement is the establishment of a Drug Enforcement Unit, which will operate in Lafayette County to more effectively and efficiently enforce the criminal laws of the State of Mississippi regarding controlled substance for the reasons and discharge of the duties set forth in the preamble to the Agreement.

V.

This agreement envisions a cooperative law enforcement effort designed to concentrate and focus drug enforcement efforts in Lafayette County, Mississippi. The law enforcement agencies of the three governmental authorities each enjoy specific statutory authority under which they are empowered to enforce the drug laws of the State of Mississippi. Specific statutory authority for the Sheriff of Lafayette County is contained in Chapter 25 of Title 19, Miss. Code Ann. (1972) as amended. Further, the Legislature of the State of Mississippi had declared that the primary law enforcement officer in the State of Mississippi is the duly qualified and elected Sheriff thereof, Miss. Code Ann. §45-3-21. Specific statutory authority for drug enforcement actions by the City of Oxford Police Department are contained in Chapter 21 of Title 21, Miss. Code Ann. (1972), as amended. Specific statutory authority for drug enforcement activity by the University of Mississippi Police Department is contained in Chapter 105 of Title 37, Miss. Code Ann. (1972), as amended.

VI.

This task force will be staffed with four (4) full-time, permanently assigned investigators (each investigator will be commissioned as a Deputy Sheriff of Lafayette County), one of whom will be designated the Officer in Charge, who will, in addition to his other duties, oversee the day-to-day task force operations from the headquarters office, which will be established in Oxford, Mississippi, and who will maintain accurate records on all task force activities, intelligence information and expenditures of funds. This Officer in Charge shall be under the direction and supervision of the Sheriff of Lafayette County, Mississippi. The Chief of the Oxford Police

Department or his designee will function as the Project Coordinator, and Control Group hereinafter discussed. The task force will also employ one full-time secretary who will assist in the coordination of task force activities. Any of the parties to this Agreement may place on duty with the task force additional investigators and office staff, but most continue to be responsible for the salary and expense of such person(s); moreover, any person assigned will be under the operational control of the Control Group.

- (a) As to its powers and authority, the Lafayette County Drug Enforcement Unit shall have only the power and authority granted the sheriffs by statute in the enforcement of the criminal laws regarding controlled substances, and the investigators shall exercise only the power and authority by the Control Group. The Drug Enforcement Unit will be an independent unit from the Sheriff and Police Departments and will operate an intelligence function separately from that of other departments; however, exchange of intelligence information will be conducted among the Task Force and local, state and federal law enforcement agencies.
- (b) The Control Group will assign personnel, set policy for the task force operations, determine fund distribution and prioritize targets for investigation.

VII.

Each governing authority as defined by §17-13-5 of the Mississippi Code of 1972, Annotated, as amended, of each party to this Agreement has approved the entering into this Agreement by resolution entered on its minutes. This Agreement shall be submitted to the Attorney General of Mississippi for approval, and when approved, a copy shall immediately be filed with each of the following: The Chancery Clerk of the County wherein this Agreement is located; the Secretary of State; the State Department of Audit; and the Office of Criminal Justice Planning.

VIII.

Each party hereto agrees to continue its participation on this project throughout the agreement period specified in Paragraph III, and further agrees to give notice in writing to all other

parties, forwarded by registered mail, return receipt requested, at least ninety (90) days before Agreement expires of any intention not to renew this Agreement. No amendment to this Agreement shall be effective until it is set forth in writing and adopted by all parties hereto in this manner provided by law for each.

IX.

The purchase, identification and disposal of any and all personal property and the disposition thereof upon termination of this Agreement shall be in accordance with standards established by the Governor's Office of Federal-State Programs (hereinafter "Federal-State Programs") and in accordance with rules and regulations of the State Department of Audit.

Χ.

The Drug Enforcement Unit will be financed by grant funds and a lawfully budgeted commitment of funding reflected in the budgets of the governing authorities party to this Agreement, to be disbursed only upon proper order of the respective boards for claims and payroll duly and lawfully considered in accordance with its established budget, claims and purchasing procedures as required by state law and State Audit Department rules and regulations. In addition to grant funds received in support of this Task Force, each governmental entity to this Agreement does hereby agree to contribute the collective sum of \$450,000.00 on a pro rata basis (Lafayette County - \$150,000; the City of Oxford - \$150,000; and the University of Mississippi - \$150,000), said amounts to be appropriated for the use and benefit of the Task Force on an annual fiscal year basis. The Task Force unit does not have authority to own or hold assets independently of the governing authorities' party to the Agreement. Rather, the party governing authorities own assets which are, per this Agreement, made available for use by the Task Force.

XI.

All seized and forfeited property will be dispersed of in accordance with Mississippi State Statute 41-29-181.

If one party withdraws from the Drug Unit, the other parties may continue to use all the property in the possession of the Drug Unit. However, in the event the Drug Unit is dismantled, each party shall be entitled to the return of property specifically contributed by that party. As to property purchased with joint funds, the parties shall either split the property evenly, or if that is not possible, substitute an item of equal value. If the parties cannot determine the equitable distribution at the time another party cease participation, the parties shall mutually agree upon a third party neutral with law enforcement background and experience to determine equitable distribution of such property.

XIII.

In accordance with Miss Code Ann. §17-13-9(d), the City Clerk of the City of Oxford, Mississippi, is hereby designated to receive, disburse, and account for the joint funds of the undertaking.

XIV.

The County of Lafayette, City of Oxford and University of Mississippi, the Lafayette County Sheriff's Department, the Oxford Police Department and the University of Mississippi Police Department will cooperate to support the Drug Enforcement Unit, and will endeavor to minimize jurisdictional entanglements and unreasonable management interference. On the other hand, it is clearly and unequivocally agreed and understood that the Drug Enforcement Unit shall be under the direct command and control of the Control Group as aforesaid and ultimately the Sheriff of Lafayette County.

WITNESS THE SIGNATURES OF	THE PARTIES, this the day of
, 2021.	
	THE BOARD OF SUPERVISORS OF LAFAYETTE COUNTY, MISSISSIPPI
	BY:
	JOEY EAST SHERIFF, LAFAYETTE COUNTY, MISSISSIPPI
	MAYOR AND BOARD OF ALDERMEN OF THE CITY OF OXFORD, MISSISSIPPI
	BY:ROBYN TANNEHILL, MAYOR CITY OF OXFORD, MISSISSIPPI
	JEFF McCUTCHEN CHIEF, OXFORD POLICE DEPARTMENT
	THE BOARD OF TRUSTEES OF THE INSTITUTIONS OF HIGHER LEARNING
	BY: DR. GLENN F. BOYCE CHANCELLOR UNIVERSITY OF MISSISSIPPI
	DANIEL SANFORD CHIEF, UNIVERSITY POLICE DEPARTMENT



Jeff McCutchen

Chief of Police jmccutchen@oxfordpolice.net

Sheridan Maiden

Deputy Chief of Police smaiden@oxfordpolice.net

MEMO

To: Mayor and Board of Alderman

From: Kayla Martin

Cc: Chief McCutchen

Date: September 30, 2021

Re: Unmarked Vehicles

Pursuant to MS Code 25-1-87 here is an update of OPD's unmarked vehicles.

Make	Model	VIN
Chevrolet	Tahoe	1GNSKFEC1HR156085
Chevrolet	Tahoe	1GNSKFECOGR116725
Ford	Expedition	1FMJU1J5XEEF25632
Ford	Expedition	1FMJU1G53AEB47316
Dodge	Durango	1C4RDJFG4LC440845
Ford	Crown Victoria	2FAFP71WX5X125927
Chevrolet	Impala	2G1WF5EK3B1313835
Ford	Crown Victoria	2FAFP71W15X125928
Dodge	Charger	2B3KA43V99H567533
Honda	Accord	1HGCD26848A132347
Ford	Explorer	1FM5K8B82GGB55115
Chevrolet	Tahoe	1GN1C2E05BR197102
Dodge	Ram	1C6RR7XT6FS599237
Chevrolet	Silverado	3GCUKEC0JG457870
Nissan	Pathfinder	5N1DR2MN9JC675236
Dodge	Durango	1C4RDJFG4KC625377
Chevrolet	Tahoe	1GNSKFEC9KR204648
Ford	F-150	1FTEW1E56KKC54012
Ford	F-150	1FTFW1EV9AFD62149
GMC	Truck	1GTEC19T96Z161631
Dodge	Durango	1C4SDJFT1KC707856
Ford	F-150	1FTPW14V46KD94334
Chevy	Tahoe	1GNSKLED5MR388528
	Chevrolet Chevrolet Ford Ford Dodge Ford Chevrolet Ford Chevrolet Dodge Honda Ford Chevrolet Dodge Chevrolet Nissan Dodge Chevrolet Ford Ford Ford GMC Dodge Ford	Chevrolet Chevrolet Tahoe Ford Ford Ford Dodge Ford Chevrolet Ford Chevrolet Ford Dodge Ford Crown Victoria Chevrolet Charger Honda Ford Ford Ford Chevrolet Dodge Chevrolet Dodge Chevrolet Tahoe Chevrolet Dodge Chevrolet Ford Ford Ford Ford Ford Ford Ford Ford

Oxford Police Department 715 Molly Barr Rd. Oxford, MS 38655

Phone: (662) 232-2400 Fax: (662) 232-2314

APPLICATION FOR RESTAURANT CONSUMPTION PERMIT City of Oxford, Mississippi

1. SRM LLC (Sal	以 Malone) do hereby make application for a
restaurant consumption pern	nit, as prescribed by Section 14-51 Code of Ordinances for the City
of Oxford, Mississippi, as ame	ended.
Social Security Number:	832/
Driver's License Number:	7/43
Date of Birth:	195-1
Doing Business as:	Isom Place SRM, LLC
Name(s) of Owners, Operator	rs, Managers: Sally Malone, Rachel M. West
Kelly Bell .	
	•
Business Address:	. 1003 Jefferson Ave
Business Phone Number(s):	662 816-612b.
Cell Phone Number(s):	501-515-3234
E-mail address(s):	isomplace oxford, com
	y and comply with all applicable laws and ordinances pertaining to aller and the ordinances of the City of Oxford, Mississippi.
Signed this the	28rd day of Suptember 2021. Sally & Malone
	Stelly & Maldree)
	or and Board of Alderman of the City of Oxford, Mississippi,day of,

SURPLUS PROPERTY LICENSE

THIS LICENSE ("License") is made and entered into as of ______, 2021 (the "Effective Date"), by and between the City of Oxford, Mississippi, a municipality of the State of Mississippi, (the "City" or "Licensor") and Funkys, LLC, ("Funkys" or "Licensee").

WITNESSETH:

WHEREAS, the City owns sidewalks throughout the City of Oxford including the downtown business district surrounding and adjacent to the Courthouse Square in Oxford, Lafayette County, Mississippi and specifically the surplus sidewalk area adjacent to Licensee's business along Jackson Avenue as shown on the survey attached as Exhibit "A" and more particularly described in the legal description attached as Exhibit "B" (the "Property"); and

WHEREAS, the City has recently extended the sidewalk along a portion of Jackson Avenue to improve the pedestrian walkway and to increase the area available for public use; and

WHEREAS, the City of Oxford has the power to license real property owned by it, and make such order respecting the same as may be deemed conducive to the best interest of the City, pursuant to Miss. Code Ann. § 21-17-1; and

WHEREAS, the City finds that it is in the best interests of the community to license the Property to Licensee for period of one year for valuable consideration, and

WHEREAS, SAID PERMISSION CONTEMPLATED HEREIN IS A MERE LICENSE ONLY AND MAY BE TERMINATED IMMEDIATELY AT THE WILL OF THE CITY FOR ANY REASON.

THEREFORE, for and in consideration of the promises, covenants and agreements contained in this License, the City and Licensee hereby covenant and agree as follows:

ARTICLE I DEMISE, TERM, RENT, AND OTHER PAYMENTS

Section 1.01 <u>Demise and Term</u>. Subject to the terms and conditions stated herein, Licensor shall license the Property unto Licensee, for a term commencing on the Effective Date and expiring exactly one (1) year later unless sooner terminated as provided in this License (the "Term").

Section 1.02 <u>Payment</u>. Licensee covenants and agrees to pay Licensor as payment hereunder for the license of the Property the amount of \$23.00 per square foot for the square footage indicated on Ex. B of 577.04 s.f. for a total yearly payment of \$13,271.92 to be paid in equal monthly installments of \$1,105.99 (the "Payment"), due and payable to Licensor on the 1st day of each month during the Term. All Payments shall be paid to Licensor without demand or set-off at the address of Licensor specified in Section 7.03 of this License, or at such other address Licensor may designate.

ARTICLE II TAXES, ASSESSMENTS, CHARGES, COMPLIANCE WITH LAW, AND LIENS

Section 2.01 <u>Taxes and Other Charges</u>. To the extent applicable, Licensee shall pay and discharge as they become due and before they become delinquent all taxes, assessments, fees or charges related to its use of the Property, including any sales, gross income, rental, business occupation, or other like taxes and assessments, utility payments and charges, garbage and trash collection fees, which are or may, during the Term, be levied, charged, assessed or imposed solely upon or against the Property.

Section 2.02 Compliance with Laws.

- (a) Licensor acknowledges that any use of the Property that is unlawful, improper, excessively noisy or offensive, or contrary to any law or any applicable law, regulation, or ordinance in force in Oxford, Mississippi shall be grounds for immediate termination of this License.
- (b) Licensee is obligated, at its own expense, to procure the appropriate permits for the operation of its business on the Property including any necessary permits from the Mississippi Department of Revenue and/or Alcoholic Beverage Control for the sale of alcoholic beverages on the Property and a Shared Use Permit from the City of Oxford Planning Department. Licensee shall give prompt notice to Licensor of any violation of any law or requirement of public authority with respect to the Property or the use and occupation thereof by Licensee.

Section 2.03 <u>Liens</u>. Licensee shall not permit any liens to attach to the Property. If any lien or order for the payment of money shall be filed against Licensor or the Property, arising out of Licensee's use or occupation of the Property then Licensee shall immediately cause such lien to be canceled and discharged of record, by bond or otherwise, at the election and expense of Licensee or Licensee may insure over such lien with a title insurance company acceptable to Licensor. Licensee shall, indemnify, hold harmless and defend on behalf of Licensor, at Licensee's sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien, liens or orders, and Licensee shall pay any damages and discharge any judgment entered thereon. Licensee's obligations to observe or perform this covenant shall survive the expiration or other termination of this License.

ARTICLE III USE AND SURRENDER OF THE DEMISED PREMISES AND UTILITIES

Section 3.01 <u>Use of the Property</u>. Licensee's use of the Property shall be governed by the Shared Use Permit approved by the City of Oxford Planning Department. The Licensee's use and occupation of the Property is subject to and must comply with all applicable laws and ordinances, including City of Oxford ordinances regarding the service of alcoholic beverages and amplified sound.

Section 3.02 <u>Surrender of Property</u>. It is agreed that at the expiration or earlier termination of this Licensee, Licensee shall remove any personal property, which Licensee has placed on the Property. If Licensee's removal of any items causes damage to the Property, then Licensee shall, within 10 days of the expiration or notice of termination, promptly repair such

damage and shall be solely liable for the costs of such repair. Licensee covenants and agrees, at the expiration or earlier termination of this License, whether by limitation, forfeiture or otherwise, to quit, surrender and deliver to Licensor possession of the Property, free from all personal property of the Licensee, and free from all liens thereon, in good condition and repair, ordinary wear and tear excepted, all of which shall become and remain the property of Licensor. Licensee's obligations to observe or perform this covenant shall survive the expiration or other termination of this License.

Section 3.03 Termination.

NOTWITHSTANDING ANY OTHER TERM OF THIS LICENSE, THIS LICENSE IS IMMEDIATELY TERMINABLE AT ANY TIME FOR ANY REASON AT THE WILL OF THE LICENSOR

- (a) The termination by Licensor shall be effective upon 7 days written notice to Licensee. In the event of a termination by Licensor, any obligation that has accrued to Licensee under the operation of this License shall survive the termination.
- (b) The Licensee shall only have the right of early termination of this License with the prior approval of the Licensor. Any such request by Licensee shall be submitted in writing to Licensor and approval or disapproval of the request for early termination is at the discretion of the Licensor.
- (c) Whenever this License is terminated, Licensee shall surrender the Property pursuant to Section 3.02 above.
- (d) In the event of a termination, Licensee shall pay to Licensor all reasonable costs incurred by Licensor (including court costs and reasonable attorneys' fees and expenses) in: (1) obtaining possession of the Property; (2) removing and storing Licensee's property; (3) repairing, restoring, altering, remodeling, or otherwise putting the Property into the same condition that the Property was in on the effective date of this License.
- (e) It is understood that in the event of a breach of any term of this License by Licensee, Licensor may avail itself of all available legal remedies. No remedy herein conferred upon or reserved to Licensor is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative, and shall be in addition to every other remedy given under this License or now or hereafter existing at law or in equity or by statute. No delay or omission by Licensor to exercise any right or power that accrued upon any default of Licensee shall impair any such right or power or shall be construed to be a waiver thereof, and any such right and power may be exercised by Licensor at any time, from time to time and as often as may be deemed expedient.
- Section 3.04 <u>Excess Payments</u>. In the event this License is terminated by the Licensor, any excess amounts paid to the Licensor pursuant to Section 1.02 <u>Payment</u> shall be prorated as of the date of termination and refunded to the Licensee.

ARTICLE IV IMPROVEMENTS, REPAIRS, MAINTENANCE AND INSPECTIONS

Section 4.01 <u>Construction of Improvements</u>. No improvements may be made to the Property unless they are approved in advance by the City of Oxford Planning Department as part of the Shared Use Permitting process.

Section 4.02 <u>Maintenance and Repair of Property.</u> Except as noted below, Licensee shall keep and maintain the Property in good order and repair. Any damage to the property caused by Licensee or its invitees, shall be repaired by Licensee at Licensee's sole cost and expense. Licensor shall not be liable to Licensee or Licensee's agents, employees and invitees for any damages resulting from failure to maintain the Property unless such damage is due solely to Licensor's gross negligence or willful misconduct. Notwithstanding the above, Licensee shall ensure that the Property is thoroughly cleaned at the end of each business day or as required to prevent unsightliness and/or odor. All trash and debris, liquids or solids, must be properly disposed of, removed, and cleaned as needed, so that the appearance of the area remains clean and free of odor. All property of every kind which may be on the Property during the term of this License shall be on the Property at the sole risk of Licensee or those claiming under Licensee, and Licensor shall not be liable to Licensee or to any other person for any injury, loss or damage to any such property in or upon the Property, and the entrances, sidewalks and walkways adjoining same, unless due solely to Licensor's gross negligence or willful misconduct.

ARTICLE V INSURANCE

Section 5.01 <u>Classes of Insurance for Licensee</u>. During the Term of this License, Licensee shall keep the Property insured against the following risks and hazards, with coverage in amounts not less than those specified as follows:

- (a) Special form property insurance insuring Licensee's furniture, fixtures, equipment, and other personal property, in an amount equal to the full replacement cost;
- (b) Comprehensive general public liability insurance against claims relating to or occurring on or about the Property and its respective appurtenances and improvements, including personal injury, death and property damage, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence on account of bodily injuries to or death of one person and Two Million Dollars (\$2,000,000.00) on account of bodily injuries or death of more than one person as the result of any one accident or occurrence. All such general public liability insurance shall name Licensor as an additional insured and may be furnished under a "primary" policy and an "umbrella" policy, provided that it is primary insurance and not excess over, or contributory with, insurance in force for Licensor.

Section 5.02 <u>Requirements</u>. The insurance required by Section 5.01 above shall: (i) be written in the name of Licensee with respect to general liability policies, with Licensor named as additional insured and (ii) be written by one or more responsible insurance companies authorized to do business in Mississippi and reasonably acceptable to Licensor. Licensee shall give thirty (30) days' prior written notice to Licensor of any proposed cancellation of any of its insurance

policies. Licensee shall be solely responsible for the payment of any insurance premiums, and Licensor (or Licensor's designee) shall not be required to pay any premium for such insurance. Licensee shall deliver to Licensor, upon request, a certificate of insurance on all policies secured by Licensee in compliance with its obligations hereunder.

ARTICLE VI ASSIGNMENT, SUBLETTING AND MORTGAGING

Section 6.01 <u>Assignment, Subletting and Mortgaging</u>. Licensee shall not (i) sublicense the Property, or any part thereof, nor (ii) assign this License or any interest therein, nor (iii) grant concessions or licenses or other rights for the occupancy or use of the Property, or any part thereof, nor (iv) encumber, mortgage, hypothecate or grant any interest in this License or in Licensee's estate, nor (v) transfer any interest in this License or Licensee's estate in the Property.

ARTICLE VII MISCELLANEOUS

Section 7.01 <u>Waiver</u>. Failure of either party to insist upon the strict performance of any term, condition or covenant to be performed pursuant to this License or to exercise any option, right, power or remedy contained in this License shall not be deemed nor construed as a waiver of such performance or relinquishment of such right now or subsequent thereto. No waiver of any terms or provisions hereof shall be valid unless such waiver is in writing.

Section 7.02 <u>Severability</u>. Each and every covenant and agreement contained in this License shall be, for any and all purposes hereof, construed as separate and independent from all other covenants and agreements contained herein. All rights, powers and remedies provided herein shall be exercised only to the extent that the exercise thereof does not violate applicable law and shall be limited to the extent necessary to render this License valid and enforceable. If any term, provision or covenant of this License or the application thereof to any person or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remainder of this License or the application of such term, provision or covenant to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

Section 7.03 <u>Notices, Demands and Other Instruments</u>. All notices, demands, requests, consents and other instruments required or permitted to be given pursuant to the terms of this License shall be in writing and shall be deemed to have been properly given (i) upon personal delivery, (ii) two business days after deposit in the United States Mail, certified mail return receipt requested, or (iii) when delivered by a nationally recognized overnight courier service, addressed to each party hereto as follows:

Licensor: City of Oxford, Mississippi

Attn: Ashley Atkinson 107 Courthouse Square Oxford, MS 38655

With a copy to: MAYO MALLETTE PLLC

Attn: Pope Mallette

P.O. Box 1456 Oxford, MS 38655

Licensee: Funkys, LLC

Attn: Lee Harris

1012 Jackson Avenue East

Oxford, MS 38655

or at such other address in the United States as Licensor or Licensee may from time to time designate in writing and deliver to the other party.

Section 7.04 <u>Successors and Assigns</u>. Each and every covenant, term, condition and obligation contained in this License shall apply to and be binding upon and inure to the benefit or detriment of the respective legal representatives, successors and assigns of Licensor and Licensee. Whenever reference to the parties hereto is made in this License, such reference shall be deemed to include the legal representatives, successors and assigns of Licensor and Licensee as if in each case expressed. The term "<u>Person</u>" when used in this License shall mean any individual, corporation, partnership, firm, trust, joint venture, business association, syndicate, government or governmental organization or any other entity.

- Section 7.05 <u>Headings</u>. The headings to the various sections of this License have been inserted for purposes of reference only and shall not limit or define the express terms and provisions of this License.
- Section 7.06 <u>Counterparts</u>. This License may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument.
- Section 7.07 <u>Applicable Law</u>. This License shall be construed under and enforced in accordance with the laws of the State of Mississippi.
- Section 7.08 <u>All Genders and Numbers Included</u>. Whenever the singular or plural number, or masculine, feminine or neuter gender is used in this License, it shall equally apply to, extend to and include the other.
- Section 7.09 <u>Time of the Essence</u>. It is specifically agreed that the timely payment of each and every installment of Rent and performance of each and every one of the terms, covenants and conditions hereof is of the essence of this License.
- Section 7.10 <u>Prohibition on Recording License</u>. Neither party shall at any time record a copy of this License or memorandum of License without Licensor's consent.
- Section 7.11 <u>Amendment or Modification</u>. This License contains the entire agreement of the parties, and no amendment or modification of this License shall be valid or binding unless expressed in writing and executed by the parties hereto in writing in the same manner as the execution of this License.
- Section 7.12 <u>Indemnification</u>. Licensee shall indemnify, defend, keep, save, and hold harmless Licensor from any and all damages and liability for anything and everything whatsoever

arising from or out of the occupancy by or under Licensee, Licensee's agents or servants, any user and/or renter to whom Licensee allows access to the Property pursuant to this License, and from any loss or damage arising from any fault or negligence by Licensee or any failure on Licensee's part to comply with any of the covenants, terms, and conditions in this License.

Section 7.13 <u>Forum Selection</u>. To the full extent permitted by Law, Licensor and Licensee agree the federal and state courts located in Oxford, Mississippi shall have exclusive jurisdiction over any matter relating to or arising from this License and the parties' rights and obligations under this License

IN WITNESS WHEREOF, Licensor and Licensee have caused this License to be executed as of the day and year first above written.

LICENSEE:	LICENSOR:
Funkys, LLC	City of Oxford, Mississippi
By:	By: Robyn Tannehill, Mayor

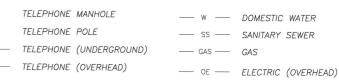
AREA B.1

STATE PLANE COORDINATE SYSTEM: Bearings: Grid Zone: MS East Datum: NAD 83 (2011) S.F. at P.O.B.= 0.99999915 Converg. at P.O.B.: -0°23'15.37"

DESCRIPTION: A 577.04 square feet, more or less parcel of land located in the Southwest Quarter (SW 1/4) of Section 21, Township 8 South, Range 3 West; said parcel also known as a portion of East Jackson Avenue Right-of-Way as shown on the official map of the City of Oxford on file in the Office of the Chancery Clerk, The City of Oxford, Lafayette County, Mississippi and being more particularly described as follows:

Beginning at a P.K. nail set (N=1771203.9923, E=777045.0329), located 4,363.21 feet South of and 3,291.73 feet West of a 1/2" rebar in concrete monument (N=1775567.2010, E=780336.7580), marking the Northeast Corner of Section 21, Township 8 South, Range 3 West; run thence S 79°42′03″ E for a distance of 27.24 along said North line to a P.K. nail set; run thence S 11°32′25″ W for a distance of 8.63 feet along said North line to a P.K. nail set; run thence S 79°12'06" E for a distance of 10.56 feet along said North line to a P.K. nail set; run thence N 12°43'12" E for a distance of 0.42 feet along said North line to a P.K. nail set; run thence S 79°35'09" E for a distance of 11.72 feet along said North line to a P.K. nail set on the East line; run thence S 10°24'45" E for a distance of 4.52 feet along said East line and leaving said North line to a P.K. nail set; run thence S 04°21'30" W for a distance of 11.72 feet along said East line to a P.K. nail set on the South line; run thence N 79°49'42" W for a distance of 26.38 feet along said South line and leaving said East line to a P.K. nail set; run thence N 81°11'45" W for a distance of 24.84 feet along said South line to a P.K. nail set on said West line; run thence N 10°17'57" E for a distance of 15.85 feet along said West line and leaving said South line to the Point of Beginning of the herein described parcel of land, said parcel containing 577.04 square feet, more or less.

SYMBOL AND LINE LEGEND



WATER METER P.K. NAIL SET WATER VALVE SURPLUS AREA

	PARCEL LIN	E TABLE
LINE NO.	LENGTH	DIRECTION
L1	4.52'	S10°24'45"E
L2	11.72'	S04'21'30"W
13	2.70'	COO: 47'74"W

AREA B = 1,705.06 SF

LEASE AGREEMENT SURVEY FOR:
AST JACKSON AVENUE
OUTDOOR LEASES

Ш

OWNERSHIP OF DOCUMENT

ELLIOTT & BRITT

GBA CHECKED K W M

KWM August 18, 2021

JOB NUMBER S121-058

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PARCEL AREA B LEASE MAP

SHEET NUMBER

- 7. Bearings Established: GPS Observation (Grid)
- All of the survey calls are either deed calls, plat calls or measured calls established by this survey.

P.K. NAIL SET (TYP.) -

ANNEX

9. Date of field survey: 8-10-21.

the best of

NGINEER

- 27084

AND

N=1775567.2010 E=780336.7580

BEGINNING (P.K. NAIL SET)

MARKING THE NE CORNER
OF SEC. 21, T 8 S, R 3 W
IN LAFAYETTE COUNTY, MISSISSIPPI SF AT POC: 0.99999760 CONVERG AT POC: -0.22,53.82" MY E. CATY

2.79' S09'47'34"W

N79'49'42"W -

26.38

POINT OF BEGINNING (P.K. NAIL SET) AREA B.1 N=177120.3.992.3 E=777045.0329

ANNEX

TANGOS RAFTERS

N81'11'45"W FUNKYS ADDITION P.K. NAIL SET (TYP.)-

Confidential Information - For Board Use Only - Do not Redistribute Page 133 of 224

AREA B.2 AND AREA B.3 PS - 28159 N=1771207.6094 S81'08'12"E S.F.=0.99999915 CB=S52'47'02"W F=777025.1273 EAST JACKSON AVENUE 5.69 CONVERG.=-0'23'15.37 CL=7.25' S.F.=0.99999916 RAD=16.80 CONVERG. = -0'23'15.50 Al = 16 76'-CB=N35'10'44"E - ARFA R CL=16.52' 1.705.06 SF — S79*35'09"E RAD=28.79 SIDEWALK S79'42'03"F 11.72' 27.24 - N10°25'18"F S79°42'03"E SIDEWALK AREA B.3-AREA B.2 -S79°42'03"E S11'32'25"W-8.38 AREA B.1 20.23 39.12 8.63 N12'43'12"E 0.42 SIDEWALK BRICK PLANTER BRICK PLANTER N80°09'29"W-25.75 N79*30'35"W-39.08 N78'24'33"W-20.24

AREA B.1

STATE PLANE COORDINATE SYSTEM:

Bearings: Grid Zone: MS East

Datum: NAD 83 (2011) S.F. at P.O.B.= 0.99999915 Converg. at P.O.B.: -0°23'15.37"

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Jimmy E. Catt, Jr. PS # 28159

Date:

8-18-21



To: Board of Aldermen

From: Mark Levy

CC: Bart Robinson, Michelle Robinson

Date: October 5, 2021

Re: Authorize Oxford Garden Club to participate in the Adopt-a-Street Program

Environmental Services has collaborated with the Oxford Garden Club and Lafayette County Master Gardeners (LCMG) to develop an Adopt-a-Street program for the City of Oxford. At the last regular meeting, the Lafayette County Master Gardeners were approved to maintain South Lamar Boulevard from University Avenue to Highway 6. The Oxford Garden Club is seeking to adopt city right-of-way on Bramlett Boulevard--from University Avenue to Avent Park. Enclosed are the following documents:

- Agreement signed by the Oxford Garden Club
- Map of pickup areas and location of signage
- Proposed signage
- Participants signed waivers (11 members)

Per the terms of the agreement, no participants are allowed to clean up without a signed liability waiver. Environmental services has recieved signed waivers from the following Oxford Garden Club members: Cynthia Kirk, Susan Hayman, Jan Henning, Ouida Drinkwater, Patricia Wathersby, Pamela Grafton, Olivia Elam, Majijean Howell, June Goza, Julie Sample, and Sallie VanDevender. Staff is recommending approval of future participants contingent on a signed liability waiver.

City of Oxford

Adopt-a-Street Program

Adoption Agreement

The City of Oxford, hereinafter referred to as the "CITY," and <u>Oxford Gorden Club</u> hereinafter referred to as "the GROUP," enter into this agreement to enhance the quality of life and pride in our city by participating in the Adopt-a-Street Program, hereinafter "the Program." By signature on this agreement, the GROUP, both jointly and severally, acknowledges the potentially hazardous nature of the work and agrees both jointly and severally to the following items and conditions:

OVERVIEW AND ADMINISTRATION:

- The GROUP agrees to adopt at least one, and no more than three (3) public roadway(s) for a minimum of two years for initial agreements. Subsequent renewals will be for one year.
- GROUPS and Individuals participate at their own risk. The GROUP agrees to hold harmless
 the City of Oxford and its employees from all liability, judgement, costs, expenses, and claims growing
 out of damages or alleged damages of any nature whatsoever to any person or property from the
 performance or non-performance of the Adopt-a-Street Program.
- The City will provide two (18" x 24") street signs that acknowledge the GROUP's name as displayed below:



- If the GROLIP requests a name change on their sign after it is ordered, they will be charged for the
 cost of the sign.
- The GROUP shall designate two contact neonle and shall keen their contact information currentat all times.
- The GPOLIP agrees to submit a report to the City of Oxford Environmental Coordinator each time a cleanup occurs, including the date of the cleanup, names of all participants, number of hours spent, number of bags of refuse collected and other such information as requested by the City. Pictures should also be included. This report must be submitted within seven (7) days of the cleanup.
- The GROUP shall have the option of renewing this agreement subject to the approval of City and continuation of the Adopt-a-Street Program.

As part of this agreement the GROUP, agrees to the following:

Franciencu

 The GROUP will conduct a clean up of its adopted street(s) at least three (3) times a year during the designated periods of January-April, May-August and September- December.

The City of Oxford Adopt-a-Street Program

- o Each GROUP shall include at least one (1) adult briefed in the required safety aspects of the program. If that person leaves the GROUP, it is the responsibility of the GROUP to ensure that another adult is briefed before any cleanups take place.
- o The GROUP shall conduct a safety review with all participants prior to each cleanup event.
- O Every participant must sign a liability form to be turned into the City's Environmental Services
- Every participant will wear a safety vest provided by the City at all times during the cleanup event.
- o If there are participants under the age of 15 this form must be co-signed by a parent or guardian. At no time will participants under the age of 15 be left without the supervision of at least one adult.

General Responsibilities

- The GROUP and its participants agree to obey and abide by all laws and regulations relating to safety and such terms and conditions as may be required by the City on a particular adopted roadway.
- The GROUP may not sub-contract or assign its duties and responsibilities to any other GROUP, organization or enterprise.
- o The GROUP must provide the City with at least a five (5) day notice before a cleanup event to ensure adequate supplies are available.
- Only the designated contact(s) can check out supplies.
- o The GROUP is responsible for providing a first aid kit and adequate supplies of drinking water during the cleanup event.
- o The GROUP shall make arrangements with the Environmental Services Director prior to cleanup about the placement of full trash bags.
- Safety vests and unused materials must be returned to the City within two (2) working days of the cleanup event.

As part of this Agreement, the City agrees to the following:

Administration

Work with the GROUP to select the specific section of street to be adopted.

Safety

- Provide safety information, safety vests, trash bags and other agreed-upon supplies as required.

 General Responsibilities
 - o Install a sign identifying the GROUP on the adopted street.
 - O Publicize the GROUP's cleanup events through all available media.
 - Arrange for the removal of large, heavy or hazards materials and litter from the adopted roadway in unusual circumstances.

The City of Oxford reserves the right to modify or cancel the Program at any time and for any reason.

The CITY and the GROUP both recognize and agree that in no event shall the CITY have the right to control the GROUP in performing the actual details of picking up the litter from the section of street adopted by the GROUP and, in picking up the litter, the GROUP shall act as an independent contractor.

If, in the sole judgment of the CITY, it is found that the adopting GROUP has not met the terms and conditions of this agreement, the Mayor and Board of Alderman may terminate this agreement and remove the signs upon thirty (30) days notice.

The City of Oxford Adopt-a-Street Program

This agreement may be modified in scope or altered in any manner at the sole discretion of the Mayor and Board of Alderman. The GROUP will be notified in writing of any substantive changes within thirty (30) days.

Mail completed agreement:

City of City – Environmental Services Attn: Michelle Robinson 107 Courthouse Square Oxford, MS 38655

OR

Email to: mrobinson@oxfordms.net

an Devender Co-Chair Adopt-a-Street

Pautevandevender a gmail. Com 512-636-9691

Kenning Co-Chair Adopt-a-Street Janhenning 20 att. net 662-801-1984

ept. 27. 2021

The City of Oxford Adopt-a-Street Program

This agreement may be modified in scope or altered in any manner at the sole discretion of the Mayor and Board of Alderman. The GROUP will be notified in writing of any substantive changes within thirty (30) days.

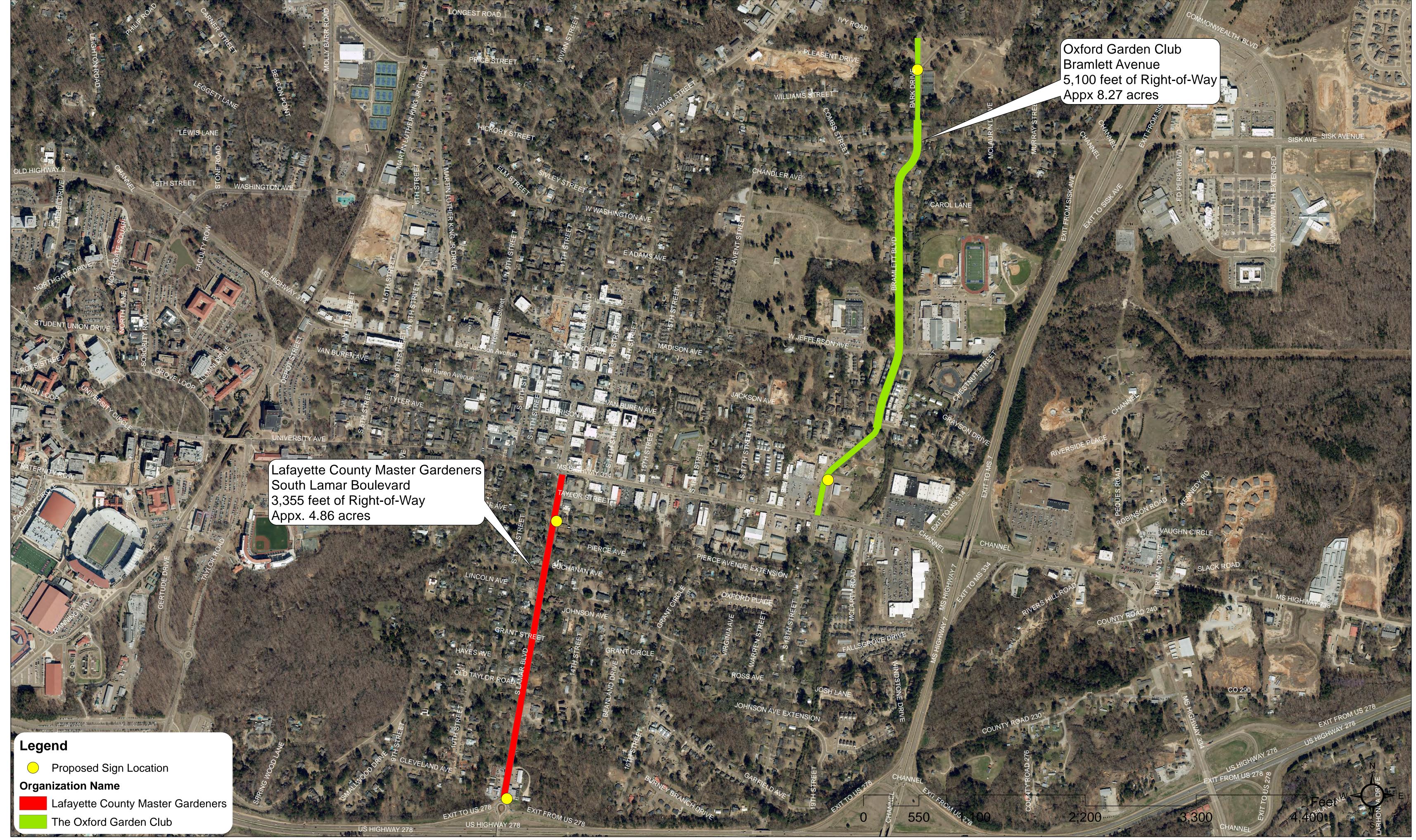
Mail completed agreement:

City of City – Environmental Services Attn: Michelle Robinson 107 Courthouse Square Oxford, MS 38655

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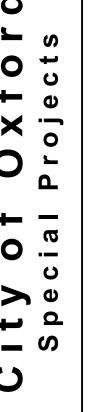
Email to: mrobinson@oxfordms.net

Sallie Van Devender	
Group Representative	Mayor Robyn Tannehill
The Oxtolal Sakaler July Group Name	City of Oxford
Dept. 27, 2021	
Date	Date













BLADE HEIGHT	24"	
BLADE WIDTH	18"	
LETTER HEIGHT	2.5" or 2"	
BORDER WIDTH	0.25"	
PREFIX/SUFFIX HT.	NA	
FONT	San Serif	
MOUNTING	TBD	
BACKGROUND	TYPE:	Reflective
	COLOR:	Pantone 347U
LEGEND/BORDER	TYPE:	Reflective
	COLOR:	White

	t-a-Street Signage
_	dopt
_	Revision

Revision		Date
Scale:	NT	S
Date:	09142021	
File:		
Proj.No.:		
Drawn By:	M	ARK
Checked By:	M	ARK

ADOPT-A-STREET SIGNAGE

From: Marijean Howell ogcorrespondingsecretary@gmail.com Subject: Adopt-a-Street_Liability_Form_City-of_Oxford1.pdf Date: September 9, 2021 at 9:20 AM

To: Oxford Howell OGCcorrespondingsecretary@gmail.com

Please fill out and return to me. You can print and take a photo and return it if you aren't able to fill it out on the computer. Thank you!

CITY OF OXFORD Adopt-A-Street Program Liability Form

Date of Cleanup:



Name of Group:

(Please Print)

Name of participant:

(Please Print)

Participant's Date of Birth

(MM-DD-YYYY)

As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt- a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program.

I, the undersigned, do hereby release and authorize the use of any photographs taken of the participants listed below by the City of Oxford, their sponsors, or their contractors for the purpose of developing public information materials.

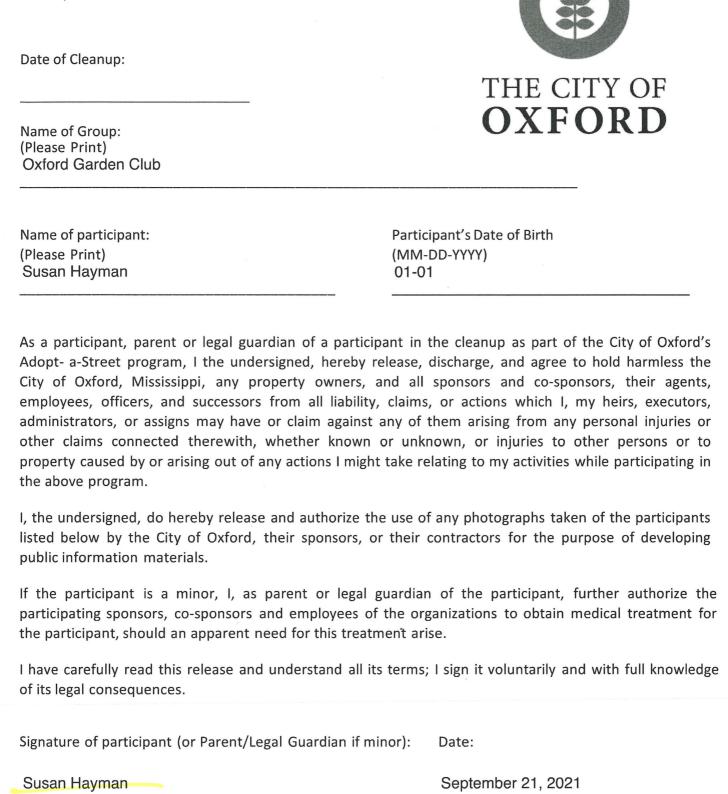
If the participant is a minor, I, as parent or legal guardian of the participant, further authorize the participating sponsors, co-sponsors and employees of the organizations to obtain medical treatment for the participant, should an apparent need for this treatment arise.

I have carefully read this release and understand all its terms; I sign it voluntarily and with full knowledge of its legal consequences.

Signature of participant (or Parent/Legal Guardian if minor):

Date:

CITY OF OXFORD Adopt-A-Street Program Liability Form



CITY OF OXFORD Adopt-A-Street Program Liability Form



Name of participant:

(Please Print)

Participant's Date of Birth (MM-DD-YYYY)

03-01-1956

Jan Henning

ord Garden Club

As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt- a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program.

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I have carefully read this release and understand all its terms; I sign it voluntarily and with full knowledge of its legal consequences.

Signature of participant (or Parent/Legal Guardian if minor):

Date:

9-27-2021

CITY OF OXFORD Adopt-A-Street Program Liability Form



Date of Cleanup:

9-25-2021

Name of Group: (Please Print)

Oxford Garden Club

Name of participant: (Please Print)

Duida Drinkwater

Participant's Date of Birth (MM-DD-YYYY)

65-03-1949

As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt- a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program.

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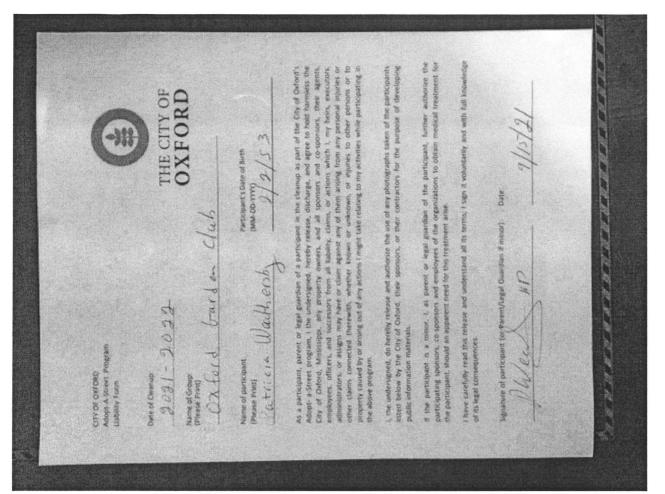
I have carefully read this release and understand all its terms; I sign it voluntarily and with full knowledge of its legal consequences.

Signature of participant (or Parent/Legal Guardian if minor):

Date:

Dueda Drinkevater

Sept. 17, 2021



CITY OF OXFORD Adopt-A-Street Program Liability Form Date of Cleanup: THE CITY OF OXFORD Name of Group (Please Print) Garden Club Name of participant: Participant's Date of Birth (Please Print) (MM-DD-YYYY) anela As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt- a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program. I, the undersigned, do hereby release and authorize the use of any photographs taken of the participants listed below by the City of Oxford, their sponsors, or their contractors for the purpose of developing public information materials. If the participant is a minor, I, as parent or legal guardian of the participant, further authorize the participating sponsors, co-sponsors and employees of the organizations to obtain medical treatment for the participant, should an apparent need for this treatment arise. I have carefully read this release and understand all its terms; I sign it voluntarily and with full knowledge of its legal consequences. Signature of participant (or Parent/Legal Guardian if minor):

isted below by the City of Oxford, their sponsors, or their conpublic information materials. If the participant is a minor, I, as parent or legal guardian of participant, sponsors, co-sponsors and employees of the organ the participant, should an apparent need for this treatment arise. I have carefully read this release and understand all its terms; I of its legal consequences. Signature of participant for Parent/Legal Guardian if minor): Dutil Lan.	Name of participant (Please Print) Oligia Elam As a participant, parent or legal guardian of Adopt a-Street program, I the undersigned, City of Oxford, Mississippi, any property employees, officers, and successors from all administrators, or assigns may have or claim other claims connected therewith, whether property caused by or arising out of any action the above program.	CITY OF DIFFORD Adopt A-Street Program Liability Form Date of Cleanupx Name of Group: (Please Print) Orband Banden Club
issed below by the City of Oxford, their sponsors, or their contractors for the purpose of developing public information materials. If the participant is a minor, it as parent or legal guardian of the participant, further authorize the participant sponsors, co-sponsors and employees of the organizations to obtain medical treatment for the participant, should an apparent need for this treatment arise. If have carefully read this release and understand all its terms; I sign it voluntarily and with full knowledge of its legal consequences. Signature of participant for Parent/Legal Guardian if minor): Date: Alia Ball Alia Ball	Name of participant: (Please Print) Of U.A. Elam Office a Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons on to property caused by or arising out of any actions I might take relating to my activities while participating in the above program.	and the second s

September 2021 3Newsletter.pdf 4625K

> CITY OF OXFORD Adopt-A-Street Program Liability Form

Name of Group:
(Please Print)

Oxford Garden Club



Name of participant: (Please Print)

Marijean Howell

Participant's Date of Birth (MM-DD-YYYY)

06/23/1955

As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt- a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program.

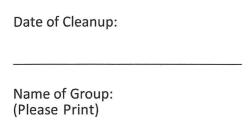
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I have carefully read this release and understand all its terms; I sign it voluntarily and with full knowledge of its legal consequences.

Signature of participant (or Parent/Legal Guardian if minor):	Date:
Marijean Howell	9/9/21
Ma see 1 th a Old	

CITY OF OXFORD Adopt-A-Street Program Liability Form





Name of participant:

(Please Print)

Participant's Date of Birth

(MM-DD-YYYY)

As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt- a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program.

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I have carefully read this release and understand all its terms; I sign it voluntarily and with full knowledge of its legal consequences.

Signature of participant (or Parent/Legal Guardian if minor):

Date:

Confidential Information - For Board Use Only - Do not Redistribute Page 150 of 224

CITY OF OXFORD Adopt-A-Street Program Liability Form Date of Cleanup THE CITY OF OXFORD Name of Group (Please Print) Participant's Date of Birth Name of participant: (MM-DD-YYYY) (Please Print) 26)WI a As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt- a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program. I, the undersigned, do hereby release and authorize the use of any photographs taken of the participants listed below by the City of Oxford, their sponsors, or their contractors for the purpose of developing public information materials. If the participant is a minor, I, as parent or legal guardian of the participant, further authorize the participating sponsors, co-sponsors and employees of the organizations to obtain medical treatment for the participant, should an apparent need for this treatment arise. I have carefully read this release and understand all its terms; I sign it voluntarily and with full knowledge of its legal consequences. Signature of participant (or Parent) Legal Guardian if minor):

CITY OF OXFORD Adopt-A-Street Program Liability Form



Name of participant:

(Please Print)

Participant's Date of Birth (MM-DD-YYYY)

02-20-1951

As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt- a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program.

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I have carefully read this release and understand all its terms; I sign it voluntarily and with full knowledge of its legal consequences.

Signature of participant (or Parent/Legal Guardian imminor):

Date:

Demolition Specialist, LLC

P.O. Box 103 Taylor, MS 38673 dsofoxford@gmail.cm

Estimate

ADDRESS

City of Oxford, MS

ESTIMATE # 1026 DATE 10/04/2021

EXPIRATION DATE 10/30/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT	
10/04/2021	Asbestos Inspection	Asbestos Inspection & Report : Adjacent Building to City Hall per Specification	1	750.00	750.00	
		TOTAL		9	\$750.00	

Accepted By Accepted Date

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1.	Name and address of municipality: Out 101 Couthonse Square
	List the date and population of the latest official U.S. Census or most recent official census:
2	Names addresses and talanhana numbers of officials (include elected officials chief
3.	Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).
4.	Period of time covered by this questionnaire:
	From: 10 (1) 2020 To: 9 30 2021 Expiration date of current elected officials' term:
5.	Expiration date of current elected officials' term:

MUNICIPAL COMPLIANCE QUESTIONNAIRE Year Ended September 30, 20 21

Answer All Questions: Y - YES, N - NO, N/A - NOT APPLICABLE

PART I - General

1. Ha	ve all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13)	<u>y</u>
2. Do	all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27)	
3. Are	e municipal records open to the public? (Section 25-61-5)	<u>'</u>
	e meetings of the board open to the public? (Section 25-41-5) re notices of special or recess meetings posted?	<u> </u>
5. A	(Section 25-41-13) re all required personnel covered by appropriate surety	<u> </u>
	 bonds? Board or council members (Sec. 21-17-5) Appointed officers and those handling money, see statutes governing the form of government (i.e., 	-
	Section 21-3-5 for Code Charter) Municipal clerk (Section 21-15-38) Deputy clerk (Section 21-15-23)	-
	 Chief of police (Section 21-21-1) Deputy police (Section 45-5-9) (if hired under this law) 	4
7. Are	e minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19)	
8. Are	e minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33)	,
9. Has	s the municipality complied with the nepotism law in its employment practices? (Section 25-1-53)	,
	l all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105)	, у
	es the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each	I
	fiscal year? (Section 21-35-31)	<u> </u>

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Section 21-35-31 or 21-17-19) PART II - Cash and Related Records 1. Where required, is a claims docket maintained? (Section 21-39-7) 2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) 4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) 5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) 6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9) 7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) 8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205) 9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) 10. If revenues are less than estimated and a deficit is

anticipated, did the board revise the budget by its regular

July meeting? (Section 21-35-25)

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) 12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) 13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) 14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) 15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) 16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) --Sections 21-19-45 through 21-19-59, etc.] 17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) 18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? 19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) PART III - Purchasing and Receiving Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] 2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] 3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)]

Do all officers and employees understand and refrain from

accepting gifts or kickbacks from suppliers? (Section

4.

31-7-23)

PART IV - Bonds and Other Debt.

- 1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303)
- 2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87)
- ____

3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65)

- y
- 4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317)
- 5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5)
- <u>y</u>

PART V - Taxes and Other Receipts

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167)



2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53)



3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63)



4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53)



5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321)



6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5)



7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1)

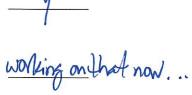


8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37)



- 9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39)
- 10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.)
- 11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21)
- 12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1)
- 13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347)
- 14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348)
- 15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG)

NA	
I	
- - - - - - - -	_



(MUNICIPAL NAME)

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 20 💹

We have reviewed all questions and	responses as contained in this Municipal Compliance
Questionnaire for the Municipality of _	and, to the best of our
knowledge and belief, all responses are	accurate.
(City Clerk's Signature)	(Mayor's Signature)
(Date) 10/5/2021	10/5/2021 (Date)
Minute Book References:	
Book Number	
Page	
(Clerk is to enter minute book refere	ences when questionnaire is accepted by board.)

General Fund Amendments & Reallocations

Revenue

Acct.		Beg. Budget		New Budget		<u>Change</u>	
001-000-200	\$	9,486,070.00	\$	9,722,000.00	\$		Ad Valorem Tax
001-000-202	\$	889,227.00	\$	915,000.00	\$		Park Comm Tax Levy
001-000-203	\$	351,245.00	\$	361,000.00	\$	9,755.00	Library Tax Levy
001-000-205	\$	100,000.00	\$	135,000.00	\$	35,000.00	Over 65 Tax Reimb
001-000-210	\$	120,000.00	\$	230,000.00	\$	110,000.00	Penalties & Interest
001-000-217	\$	10,000.00	\$	2,000.00	\$	(8,000.00)	Utility Permit Fees
001-000-218	\$	100,000.00	\$	123,000.00	\$	23,000.00	Planning Dept Income
001-000-220	\$	70,000.00	\$	87,000.00	\$	17,000.00	Privilege License
001-000-221	\$	800,000.00	\$	875,000.00	\$	75,000.00	Franchise Charges
001-000-222	\$	500,000.00	\$	635,000.00	\$	135,000.00	Bldg & Zoning
001-000-260	\$	8,900,000.00	\$	10,648,000.00	\$	1,748,000.00	Sales Tax
001-000-261	\$	100,000.00	\$	160,000.00	\$	60,000.00	ABC Licenses
001-000-263	\$	435,000.00	\$	475,000.00	\$	40,000.00	State of MS Payments
001-000-265	\$	625,000.00	\$	390,000.00	\$	(235,000.00)	FEMA Reimbursements Recvd
001-000-271	\$	1,200,000.00	\$	1,179,000.00	\$	(21,000.00)	County Ad Valorem Tax
001-000-275	\$	-	\$	3,000.00	\$	3,000.00	Baptist Hospital ROW
001-000-280	\$	345,000.00	\$	352,000.00	\$	7,000.00	SRO Reimbursement
001-000-300	\$	100,000.00	\$	1.43,000.00	\$	43,000.00	Damages on redemptions
001-000-305	\$	40,000.00	\$	56,000.00	\$	19,000.00	Income from Police Dept Fees
001-000-310	\$	-	\$	1,900.00	\$	1,900.00	Income from ARC adoptions
001-000-311	\$	22,000.00	\$	16,000.00	\$	(6,000.00)	Income from Swimming Pool
001-000-340	\$	150,000.00	\$	265,000.00	\$	115,000.00	Miscelleanous
001-000-341	\$	252,000.00	\$	267,000.00	\$	15,000.00	Interest Earned
001-000-344	\$	250,000.00	\$	150,000.00	\$	(100,000.00)	mTrade Sponsorships
001-000-345	\$	450,000.00	\$	700,000.00	\$	250,000.00	mTrade Concessions
001-000-348	\$	200,000.00	\$	279,000.00	\$	79,000.00	mTrade Park Gate Revenue
001-000-349	\$	15,000.00	\$	26,600.00	\$	11,600.00	mTrade Park Rental Revenue
001-000-384	\$	25,620.00	\$	32,175.00	\$	6,555.00	Transfer-Reimb Elec Dept
001-000-391	\$	387,811.00	\$	-	\$	(387,811.00)	Transfer-Parking Rev. Reimb.
	Ċ	15 197 //31 00	ć	17 230 675 00	ċ	2.026.244.00	Net Change to Revenue

\$ 15,197,431.00 \$ 17,230,675.00 \$ 2,036,244.00 Net Change to Revenue

Expenses

Elections

Acct. Beg. Budget		Beg. Budget	 New Budget		Change	
001-030-555	\$	14,000.00	\$ 11,500.00	\$	(2,500.00)	

001-030-600	\$ 15,000.00 \$	17,500.00	\$ 2,500.00	
	\$ 14,000.00 \$	11,500.00		net change to dept.

Financial Administration

Acct.	Beg. Budget	New Budget	<u>Change</u>	_
001-040-440	\$ 30,000.00	\$ 10,900.00	\$ (19,100.00)	
001-040-585	\$ 5,000.00	\$ 9,000.00	\$ 4,000.00	
001-040-600	\$ 112,900.00	\$ 128,000.00	\$ 15,100.00	
	\$ 147,900.00	\$ 147,900.00	\$ -	net change to dept.

Human Resources

<u>[</u>	Beg. Budget		New Budget		<u>Change</u>	_
\$	90,906.00	\$	94,100.00	\$	3,194.00	
\$	14,000.00	\$	8,256.00	\$	(5,744.00)	
\$	23,500.00	\$	35,000.00	\$	11,500.00	
\$	80,950.00	\$	72,000.00	\$	(8,950.00)	
\$	209,356.00	\$	209,356.00	\$	-	net change t
	\$ \$ \$ \$ \$	\$ 14,000.00 \$ 23,500.00 \$ 80,950.00	\$ 90,906.00 \$ \$ 14,000.00 \$ \$ 23,500.00 \$ \$ 80,950.00 \$	\$ 90,906.00 \$ 94,100.00 \$ 14,000.00 \$ 8,256.00 \$ 23,500.00 \$ 35,000.00 \$ 80,950.00 \$ 72,000.00	\$ 90,906.00 \$ 94,100.00 \$ \$ 14,000.00 \$ 8,256.00 \$ \$ 23,500.00 \$ 35,000.00 \$ \$ 80,950.00 \$ 72,000.00 \$	\$ 90,906.00 \$ 94,100.00 \$ 3,194.00 \$ 14,000.00 \$ 8,256.00 \$ (5,744.00) \$ 23,500.00 \$ 35,000.00 \$ 11,500.00 \$ 80,950.00 \$ 72,000.00 \$ (8,950.00)

General Government

Acct.	 Beg. Budget	New Budget	<u>Change</u>	_
001-093-491	\$ 445,000.00	\$ 600,000.00	\$ 155,000.00	
001-093-645	\$ 701,048.00	\$ 546,048.00	\$ (155,000.00)	
	\$ 1,146,048.00	\$ 1,146,048.00	\$ -	net change to dept.

Community Promotions

Acct.	 Beg. Budget		New Budget	Change	_
001-094-410	\$ _	\$	25,000.00	\$ 25,000.00	
001-094-420	\$ -	\$	50,000.00	\$ 50,000.00	
001-094-575	\$ 3,000.00	\$	20,000.00	\$ 17,000.00	
001-094-585	\$ 50,000.00	\$	55,000.00	\$ 5,000.00	
001-094-650	\$ 65,500.00	\$	2,000.00	\$ (63,500.00)	
001-094-667	\$ 103,000.00	\$	175,000.00	\$ 72,000.00	
001-094-720	\$ 	\$	40,000.00	\$ 40,000.00	
001-094-730	\$ -	\$	50,000.00	\$ 50,000.00	
	\$ 221,500.00	\$	417,000.00	\$ 195,500.00	net change to dep

Parking Enforcement Division

Acct.	Beg. Budget		New Budget		<u>Change</u>
001-095-730	\$ 10,000.00	\$	27,000.00	\$	17,000.00
001-095-600	\$ 80,200.00	\$	90,000.00	\$	9,800.00
001-095-420	\$ 65,195.00	\$	58,000.00	\$	(7,195.00)
001-095-450	\$ 2,000.00	\$	150.00	\$	(1,850.00)
001-095-460	\$ 22,811.00	\$	21,200.00	\$	(1,611.00)
001-095-470	\$ 10,603.00	\$	9,400.00	Ş	(1,203.00)
001-095-480	\$ 16,200.00	\$	14,500.00	\$	(1,700.00)
001-095-525	\$ 2,000.00	S	800.00	S	(1,200.00)
001-095-535	\$ 4,000.00	\$	1,300.00	\$	(2,700.00)
001-095-555	\$ 8,000.00	\$	5,600.00	\$	(2,400.00)
001-095-575	\$ 50,000.00	\$	48,700.00	\$	(1,300.00)

Transcribe to ach	\$	271,009.00	\$	276,650.00	\$	5,641.00	net change to dept
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Police Department

Acct.	Beg. Budget	 New Budget	<u>Change</u>	_
001-100-420	\$ 4,405,945.00	\$ 4,389,945.00	\$ (16,000.00)	
001-100-740	\$ 119,000.00	\$ 135,000.00	\$ 16,000.00	
	\$ 4,524,945.00	\$ 4,524,945.00	\$ -	net change to dept

Emergency Management

Acct.	<u> </u>	Beg. Budget	New Budget	<u>Change</u>	_
001-190-645	\$	10,000.00	\$ 9,500.00	\$ (500.00)	
001-190-730	\$	-	\$ 500.00	\$ 500.00	
	\$	10,000.00	\$ 10,000.00	\$ -	net change to dept.

Right of Way

Acct.	E	leg. Budget	<u>r</u>	New Budget	<u>Change</u>	_
001-240-440	\$	85,000.00	\$	71,000.00	\$ (14,000.00)	
001-240-525	\$	-	\$	2,000.00	\$ 2,000.00]
001-240-555	\$	3,000.00	\$	4,500.00	\$ 1,500.00	
001-240-600	\$	30,000.00	\$	40,500.00	\$ 10,500.00]
	\$	118,000.00	\$	118,000.00	\$ 	net change to

mTrade Park

Acct.	Beg. Budget	New Budget	 <u>Change</u>	
001-305-440	\$ 75,000.00	\$ 80,000.00	\$ 5,000.00	
001-305-450	\$ 7,078.00	\$ 8,078.00	\$ 1,000.00	
001-305-575	\$ 495,000.00	\$ 441,000.00	\$ (54,000.00)	
001-305-602	\$ 147,000.00	\$ 172,000.00	\$ 25,000.00]
001-305-730	\$ 62,000.00	\$ 85,000.00	\$ 23,000.00	
	\$ 786,078.00	\$ 786,078.00	\$ -	net change to dept

Library

Acct.	Beg. Budget	New Budget	 <u>Change</u>	
001-350-645	\$ 347,000.00	\$ 373,000.00	\$ 26,000.00	
	\$ 347,000.00	\$ 373,000.00	\$ 26,000.00	net change to dept.

Total	\$ 2,263,385.00
Total Increase/Decrease in Expenses	\$ 227,141.00
Total Increase/Decrease in Revenue	\$ 2,036,244.00

Environmental Services

REVENUE

Acct.	Beg. Budget	New Budget	<u>Change</u>
020-000-210	\$ 24,000.00	\$ 32,000.00	\$ 8,000.00
020-000-251	\$ 75,000.00	\$ 78,000.00	\$ 3,000.00
020-000-296	\$ 3,838,155.00	\$ 4,845,000.00	\$ 1,006,845.00

\$ 1,017,845.00 net change to fund

Environmental Services-Sanitation

Acct.	Beg. Budget	<u>1</u>	<u>New Budget</u>	<u>Change</u>
020-220-420	\$ 164,702.00	\$	167,000.00	\$ 2,298.00
020-220-555	\$ 35,000.00	\$	32,702.00	\$ (2,298.00)
020-220-615	\$ 2,500.00	\$	700.00	\$ (1,800.00)
020-220-730	\$ 5,000.00	\$	6,800.00	\$ 1,800.00

s - net change to fund

Environmental Services-Street Cleaning

Acct.	<u>Beg. Budget</u>		New Budget		<u>Change</u>	
020-221-420	\$ 129,365.00	\$	135,981.00	\$	6,616.00	
020-221-460	\$ 23,415.00	\$	24,513.00	\$	1,098.00	
020-221-525	\$ =	\$	1,300.00	\$	1,300.00	
020-221-730	\$ 2,000.00	\$	6,000.00	\$	4,000.00	

\$ 13,014.00 net change to fund

Environmental Services-Waste Collection

Acct.	Beg. Budget	<u>1</u>	lew Budget	<u>Change</u>
020-222-420	\$ 517,141.00	\$	479,141.00	\$ (38,000.00)
020-222-600	\$ 130,000.00	\$	142,000.00	\$ 12,000.00
020-222-730	\$ 25,000.00	\$	51,000.00	\$ 26,000.00

s - net change to fund

Environmental Services-Transfer Station

Acct.	Beg. Budget		New Budget	Change
020-223-420	\$ 119,071.00	\$	153,000.00	\$ 33,929.00
020-223-440	\$ -	\$	9,500.00	\$ 9,500.00
020-223-460	\$ 22,685.00	\$	27,900.00	\$ 5,215.00
020-223-470	\$ 9,974.00	\$	12,700.00	\$ 2,726.00
020-223-555	\$ 20,000.00	\$	9,000.00	\$ (11,000.00)
020-223-600	\$ 900,000.00	\$	859,630.00	\$ (40,370.00)

\$ _ net change to fund

Environmental Services-Rubbish

Acct.	 Beg. Budget		New Budget		<u>Change</u>	
020-224-420	\$ 374,550.00	\$	364,000.00	\$	(10,550.00)	
020-224-525	\$ 80,000.00	\$	100,000.00	\$	20,000.00	
020-224-555	\$ 5,000.00	\$	8,000.00	\$	3,000.00	

020-224-600	\$ 25,000.00	\$ 22,000.00	\$ (3,000.00)	
			\$ 9,450.00	net change to fund

Total	<u>\$</u>	995,381.00
Total Increase/Decrease in Expenses	<u>\$</u>	22,464.00
Total Increase in Revenue	\$	1,017,845.00

Development Services

Development Services-Planning Dept

Acct.	Beg. Budget		<u>lew Budget</u>	<u>Change</u>		
025-090-420	\$ 190,813.00	\$	195,813.00	\$	5,000.00	
025-090-440	\$ -	\$	4,500.00	\$	4,500.00	
025-090-585	\$ 5,000.00	\$	10,000.00	\$	5,000.00	
025-090-600	\$ 36,000.00	\$	21,500.00	\$	(14,500.00)	

\$ - net change to fund

Development Services-Street Dept

Acct.	Beg. Budget		lew Budget	<u>Change</u>	
025-201-450	\$ 25,000.00	\$	50,000.00	\$	25,000.00
025-201-525	\$ 14,000.00	\$	20,000.00	\$	6,000.00
025-201-555	\$ 230,000.00	\$	253,000.00	\$	23,000.00
025-201-575	\$ 600,000.00	\$	630,000.00	\$	30,000.00
025-201-631	\$ 600,000.00	\$	516,000.00	\$	(84,000.00)

\$ - net change to fund

Other Funds

BMH-NMS Proceeds/Comm. Health

Acct.	<u>B</u>	Beg. Budget		ew Budget	<u>Change</u>		
015-000-333	\$	20,000.00	\$	22,000.00	\$	2,000.00	
015-093-600	\$	20,000.00	\$	18,000.00	\$	(2,000.00)	

\$ - net change to fund

2009 GO Bonds

Acct.	<u>B</u>	Beg. Budget		lew Budget	<u>Change</u>		
230-000-200	\$	273,932.00	\$	305,000.00	\$	31,068.00	
230-000-346	\$	5,000.00	\$	4,000.00	\$	(1,000.00)	
230-000-341	\$	18,000.00	\$	21,000.00	\$	3,000.00	

\$ 33,068.00 net change to fund

2010 Refi. 2000 GO Bonds

Acct.	<u>B</u>	eg. Budget	<u> 1</u>	<u>lew Budget</u>	<u>Change</u>	
235-000-200	\$	386,250.00	\$	350,000.00	\$	(36,250.00)
235-000-346	\$	5,000.00	\$	5,500.00	\$	500.00

\$ (35,750.00) net change to fund

2012 GO Bonds

Acct.	<u>Beg. Budget</u>		V	lew Budget	<u>Change</u>		
240-000-200	\$	444,773.00	\$	451,000.00	\$	6,227.00	
240-000-346	\$	6,000.00	\$	6,200.00	\$	200.00	

\$ 6,427.00 net change to fund

Oxford Commons Spec. Assm.-2014

Acct.	<u>E</u>	Beg. Budget		lew Budget	<u>Change</u>	
250-000-200	\$	125,613.00	\$	128,000.00	\$	2,387.00

\$ 2,387.00 net change to fund

2015 GO Bonds-Refi 2004 & 2007

Acct.	<u> B</u>	Beg. Budget		New Budget		<u>Change</u>	
250-000-200	\$	592,819.00	\$	601,000.00	\$	8,181.00	

\$ 8,181.00 net change to fund

2017A-GO Bonds-\$7.5M

Acct.	<u>Beg. Budget</u>		<u> </u>	New Budget		<u>Change</u>	
255-000-200	\$	509,692.00	\$	519,050.00	\$	9,358.00	
255-000-205	\$	-	\$	3,200.00	\$	3,200.00	
255-000-346	\$	7,500.00	\$	4,050.00	\$	(3,450.00)	

\$ 9,108.00 net change to fund

2017B-GO Bonds-\$7.5M

Acct.	Beg. Budget		<u> </u>	New Budget		<u>Change</u>	
260-000-200	\$	507,292.00	\$	514,500.00	\$	7,208.00	
260-000-346	\$	6,500.00	\$	7,150.00	\$	650.00	

5 7,858.00 net change to fund

2018A-GO Bonds-\$2.7M

Acct.	<u>Beg. Budget</u>		1	New Budget	<u>Change</u>		
265-000-200	\$	186,425.00	\$	189,800.00	\$	3,375.00	
265-000-346	\$	3,500.00	\$	2,500.00	\$	(1,000.00)	

\$ 2,375.00 net change to fund

2019 \$4M TIF

Acct.	Beg. Budget		<u>N</u>	New Budget		<u>Change</u>	
280-000-200	\$	85,000.00	\$	158,000.00	\$	73,000.00	
280-000-909	\$	-	\$	7,200.00	\$	7,200.00	

\$ 80,200.00 net change to fund

Cemetery Trust Funds

Acct.	Acct. Beg. Budget		į	New Budget	<u>Change</u>		
602-000-393	\$	50,000.00	\$	75,000.00	\$	25,000.00	
602-702-555	\$	10,000.00	\$	-	\$	(10,000.00)	
602-702-575	\$	10,000.00	\$	-	\$	(10,000.00)	
602-702-690	\$	5,000.00	\$	100.00	\$	(4,900.00)	
602-702-720	\$		\$	4,980.00	\$	4,980.00	

\$ 5,080.00 net change to fund

DARE Project

610-710-601	\$ 5,000.00	\$ 4,500.00	\$ (500.00)
610-710-730	\$ 7,000.00	\$ 7,500.00	\$ 500.00

\$ - net change to fund

Hotel/Motel Tax-Tourism

Acct.	<u>Beg. Budget</u>		<u>N</u>	New Budget		<u>Change</u>	
611-000-346	\$	200,000.00	\$	375,000.00	\$	175,000.00	

611-711-645	\$ 200,000.00	\$ 360,000.00	\$ 160,000.00

\$ 335,000.00 net change to fund

Crime Prevention Fund

Acct.	Beg. Budget		<u>N</u>	ew Budget	<u>Change</u>		
623-723-555	\$	1,500.00	\$	2,215.00	\$	715.00	
623-723-730	\$	3,000.00	\$	3,500.00	\$	500.00	

\$ 1,215.00 net change to fund

OPD Alcohol Grant-Training Coord

Acct.	<u>E</u>	Beg. Budget		<u>New Budget</u>	<u>Change</u>		
632-100-420	\$	214,450.00	\$	222,500.00	\$	8,050.00	
632-100-460	\$	37,314.00	\$	38,750.00	\$	1,436.00	
632-100-555	\$	63,838.00	\$	54,352.00	\$	(9,486.00)	

\$ - net change to fund

Infrastructure/Maintenance-MIMA

Acct.	<u>B</u>	leg. Budget	<u>N</u>	lew Budget	<u>Change</u>
639-000-260	\$	290,945.00	\$	825,000.00	\$ 534,055.00
639-201-575	\$	400,000.00	\$	431,000.00	\$ 31,000.00

\$ 565,055.00 net change to fund

Street Dept Capital Project Fund

Acct.	<u>B</u>	eg. Budget	<u>V</u>	<u>lew Budget</u>	<u>Change</u>
647-201-575	\$	-	\$	2,500.00	\$ 2,500.00
647-201-700	\$	150,000.00	\$	147,500.00	\$ (2,500.00)

net change to fund

OUT-Transit Grant

Acct.	Beg. Budget	New Budget	<u>Change</u>	
653-000-346	\$ 2,370,809.00	\$ 3,550,000.00	\$ 1,179,191.00	
653-000-909	\$ 701,048.00	\$ 25,000.00	\$ (676,048.00)	
653-753-555	\$ 7,800.00	\$ 100,000.00	\$ 92,200.00	
653-753-600	\$ 108,000.00	\$ 190,000.00	\$ 82,000.00	
653-753-730	\$ 1,125,000.00	\$ 1,155,500.00	\$ 30,500.00	

\$ 707,843.00 net change to fund

CLG Grant-Archives & History

Acct.	<u>B</u>	eg. Budget	<u>N</u>	<u>New Budget</u>	<u>Change</u>
667-090-690	\$	15,000.00	\$	17,500.00	\$ 2,500.00

\$ 2,500.00 net change to fund

RSVP Federal Grant

Acct.	<u>B</u>	eg. Budget	New Budget	 <u>Change</u>
671-000-333	\$	58,346.00	\$ 61,500.00	\$ 3,154.00
671-302-555	\$	6,427.00	\$ 4,000.00	\$ (2,427.00)
671-302-600	\$	2,500.00	\$ 4,440.00	\$ 1,940.00
671-302-610	\$	1,000.00	\$ 3,500.00	\$ 2,500.00
671-302-625	\$	1,000.00	\$ 1,500.00	\$ 500.00
671-302-730	\$	1,500.00	\$ 6,000.00	\$ 4,500.00

\$ 10,167.00 net change to fund

North Lamar Park Project

Acct.	<u>B</u>	eg. Budget	<u> </u>	<u>lew Budget</u>	<u>Change</u>
675-093-555	\$	-	\$	1,500.00	\$ 1,500.00
675-093-720	\$	409,000.00	\$	407,500.00	\$ (1,500.00)

s - net change to fund

RSVP 5310 Grant-County Transit

Acct.	<u>[</u>	Beg. Budget	 New Budget	<u>Change</u>
679-302-420	\$	66,060.00	\$ 65,060.00	\$ (1,000.00)
679-302-690	\$	200.00	\$ 1,200.00	\$ 1,000.00

\$ - net change to fund

2019 \$4M TIF Bonds-Project Fund

Acct.	<u>B</u>	eg. Budget	<u>N</u>	lew Budget	 <u>Change</u>
685-093-720	\$	385,000.00	\$	377,800.00	\$ (7,200.00)
685-093-910	\$		\$	7,200.00	\$ 7,200.00

\$ - net change to fund

2% Food & Beverage Fund

Acct.	 Beg. Budget		New Budget		<u>Change</u>	
727-000-346	\$ 2,415,124.00	\$	3,497,000.00	\$	1,081,876.00	
727-727-651	\$ 290,972.00	\$		\$	(290,972.00)	
727-727-730	\$ 174,000.00	\$	-	\$	(174,000.00)	
727-727-910	\$ 478,288.00	\$	225,000.00	\$	(253,288.00)	

\$ 363,616.00 net change to fund

Parking Revenue

Acct.	Beg. Budget		 New Budget		<u>Change</u>	
729-000-333	\$	509,058.00	\$ 732,000.00	\$	222,942.00	
729-000-909	\$	850,000.00	\$ 854,000.00	\$	4,000.00	
729-100-910	\$	2,091,226.00	\$ 1,864,284.00	\$	(226,942.00)	

\$ -	net change to fund

Downtown Parking Garage-Non Tax

Acct.	<u> </u>	Beg. Budget	<u> </u>	<u>lew Budget</u>	<u>Change</u>
730-095-720	\$	20,000.00	\$	16,000.00	\$ (4,000.00)
730-095-910	\$	850,000.00	\$	854,000.00	\$ 4,000.00

\$ - net change to fund

Downtown Parking Garage-Taxable

<u>Acct.</u>	<u>B</u>	eg. Budget	<u>N</u>	<u>lew Budget</u>	<u>Change</u>		
731-000-909	\$	680,000.00	\$	682,000.00	\$	2,000.00	
731-095-720	\$	10,000.00	\$	8,000.00	\$	(2,000.00)	

\$ - net change to fund

NEW FUNDS

ARP-American Rescue Plan Funds

Acct.	<u>Beg. Budget</u>	New Budget	<u>Change</u>
677-000-341	\$ -	\$ 5,000.00	\$ 5,000.00
677-000-346	\$ -	\$ 3,456,829.00	\$ 3,456,829.00

\$ 3,461,829.00 net change to fund

Oxford Utilities-Water & Sewer

Revenues

Acct.	Beg. Budget	New Budget	<u>Change</u>	
1722-WT-400000-3600	\$ 4,800,000.00	\$ 4,684,000.00	\$ (116,000.00)	
1722-WT-400000-3620	\$ 300,000.00	\$ 306,000.00	\$ 6,000.00	
1722-WT-40000-3640	\$ 10,000.00	\$ 120,000.00	\$ 110,000.00	

\$ - net change to fund

Expenses

	Acct.		Beg. Budget		<u>ew Budget</u>	<u>Change</u>	
	1722-WT-400650-5250	\$	30,000.00	\$	40,000.00	\$	10,000.00
ſ	1722-WT-400650-5550	\$	5,000.00	\$	-	\$	(5,000.00)

5,000.00 net change to dept

Acct.		Beg. Budget		New Budget	<u>Change</u>		
1722-WT-400650-8000	\$	1,595,000.00	φ,	1,932,000.00	\$	337,000.00	
1722-WT-400650-8100	\$	900,000.00	\$	681,000.00	\$	(219,000.00)	
1722-WT-400650-8400	\$	50,000.00	\$	10,000.00	\$	(40,000.00)	

\$ 78,000.00 net change to dept

	Acct.	<u>Beg. Budget</u>		<u>New Budget</u>		<u>Change</u>	_
I	1722-WT-400650-9010	\$	580,722.00	\$ 5,000,000.00	\$	4,419,278.00	*re-financed SRF Loan into bond issue

\$ 4,419,278.00 net change to dept

Acct.		Beg. Budget		New Budget		<u>Change</u>	
1722-WT-400673-5720	\$	165,000.00	\$	214,000.00	\$	49,000.00	
1722-WT-400673-5710	\$	53,000.00	\$	24,000.00	\$	(29,000.00)	
1722-WT-400673-5750	\$	12,500.00	\$	7,000.00	\$	(5,500.00)	

\$ 14,500.00 net change to fund



MEMORANDUM

To: Board of Alderman

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

Chief Jeff McCutchen, Oxford Police Department

Matt Davis, CPP, CAPP, Director of Parking

Rob Neely, P.E., Oxford

Date: October 5, 2021

Re: Request to close to Tyler between South 14th and South Lamar

Staff requests consideration of two requests to close Tyler between South $14^{\rm th}$ and South Lamar. Oxford Utilities needs to close Tyler to determine the extent of damage to an electrical line damaged by a contractor working for CSpire. Oxford Utilities will have to make repairs and the work could take two days. Work is planned to begin on Wednesday, October $6^{\rm th}$.

CSpire also requests to close Tyler between South 14^{th} and South Lamar to open trench across the roadway for a new fiber installation. Open trenching is not permitted unless there are extreme circumstances. As stated, the boring contractor hit an electrical line while trying to bore and is concerned that they will again be in conflict and at risk if they try to complete the work by boring. CSPire will not be able to complete their work until Oxford Utilities has made repairs to the electrical line.

In the event of rain or other conflicts, Staff requests permission to coordinate with Oxford Police Department to approve an alternate date for the closure. The road closure will not be permitted on any home game weekend or the Friday before.

Staff requests permission for Oxford Utilities and a contractor working for CSpire to close Tyler between South 14th and South Lamar as needed beginning on Wednesday, October 6th to open trench across the roadway for repairs to an electrical line and a new fiber installation, with permission to coordinate an alternate date with Oxford Police Department if necessary.



MEMORANDUM

To: Board of Alderman

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

Chief Jeff McCutchen, Oxford Police Department

CC: Matt Davis, CPP, CAPP, Director of Parking

Greg Pinion, Superintendent of Buildings and Grounds

Date: October 5, 2021

Re: Request to close to East Jackson, South 10th and South 11th on October 11

The Buildings and Grounds Department requests to close East Jackson between 11th Street and 9th Street, South 10th and South 11th on Monday, October 11th from 7 AM until 5 PM to repair lights. South 10th and South 11th will be accessible to trucks for deliveries in the same way as during the Streetscape project. In the event of rain or other conflicts, Staff requests permission to coordinate with Oxford Police Department to approve an alternate date for the closure.

Staff requests permission for Buildings and Grounds to close East Jackson, South 10th and South 11th on Monday, October 11th from 7 AM until 5 PM with permission to coordinate an alternate date with Oxford Police Department if necessary.



MEMORANDUM

To: Board of Alderman

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

CC: Rob Neely, P.E., Oxford Utilities

Date: October 5, 2021

Re: Contract with Michael Rogers, P.E., for professional services required for

the maintenance and upgrades to the City of Oxford Water Model

Staff recommends that the Board enter into a contract (renewal) with Michael Rogers, P.E., for professional engineering services related to the City's water model. Professional services associated with this agreement include updates to the water model network, updates to water production and usage reports, and evaluations of the current water model to aid both Oxford Utilities and Engineering in maintenance construction operations. Michael Rogers has maintained the water model and provided support services for a number of years. The Engineering services for this contract are budgeted in the current fiscal year.

SHORT FORM AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of this day of
20, between the Oxford Utilities ("OWNER"), and Michael W. Rogers, PE,
("ENGINEER"), an Engineer, duly registered as a Professional Engineer in the State of
Mississippi, whose address for mailing is 405 Murrell Street, Dickson, TN 37055 to
provide services in connection with the project known as Water System Model Updates
and Technical Support Services ("Project");

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services ("Services") in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

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

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The "Terms and Conditions for Professional Services," which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached "Terms and Conditions for Professional Services."

SECTION IV. COMPENSATION

Compensation for ENGINEER'S services under this Agreement shall be on the basis of

Hourly Rates	Rate			
Senior Engineer	\$120.00			
Reimbursable Expenses	Rate			
Mileage	\$0.54/mile			

Compensation terms are defined as follows:

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, telephone, telex, shipping and express, and other incurred expense.

The total contract amount to be billed to OWNER during the term of this agreement shall not exceed \$24,000 without prior approval by the OWNER.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services described in Exhibit A within a reasonable period of time.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

This Agreement shall be effective as of the Effective Date and shall continue, unless sooner terminated in accordance with the provisions of this Agreement, for a period of one calendar year. Unless terminated in accordance with the provisions of this Agreement, this Agreement will automatically renew on each anniversary of the Effective Date for a successive period of one calendar year. Expiration or termination of this Agreement shall have no effect on the Services to be provided under a particular Task Order unless the Task Order is also terminated.

SECTION VI. SPECIAL PROVISIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

OXFORD U' "OWNER"	TILITIES
BY:	
NAME:	
DATE:	
TITLE:	
ADDRESS:	
MICHAEL V "ENGINEER	V. ROGERS, PE
BY:	
NAME:	Michael W. Rogers
DATE:	
ADDRESS:	405 Murrell Street
	Dickson, TN 37055

EXHIBIT A

SCOPE OF SERVICES

- 1. <u>Water Network</u> Monthly, update the hydraulic water model network to reflect any additions or deletions that were made to the City's water system. Updates will be based on information provided by the City.
- 2. <u>System Control</u> Monthly, adjust control schemes in the water model to reflect current system operation. Updates will be based on information provided by the City.
- 3. <u>Water Production</u> Annually (or more frequently if requested by the city), update water production spreadsheets. Compare water production to water billed and calculate monthly "water unaccounted for" percentages. These percentages will be the peaking factors used in Item 4. Updates will be based on information provided by the City.
- 4. Water Usage and New Meters Annually (or more frequently if requested by the City), update water billing data and usage demands reflected in the hydraulic water model. Review billing data, identify accounts that were not in the previous update, and add new meter points for those "missing" accounts to the City's meter shapefile. For each customer meter, create two new datasets; an annual average daily usage dataset that reflects the average usage for the year, and a peak usage dataset that reflects the average usage for the three consecutive months with the highest water production. Use the peaking factors calculated in Item 3 to globally adjust the customer demands in each dataset in the hydraulic water model. This adjustment will equate the total demand to the total water produced during the usage period. Usage data will be based on information provided by CSA and the City.
- 5. Water Model Evaluation Semi-annually (or more frequently if requested by the City), initiate the model, evaluate results, create tabular and graphical output for all pumps and tanks, and prepare reports outlining system assets, operation, and performance. The reports will also evaluate tank cycling and pump operation, and identify any system deficiencies. Create maps for low pressures, high pressures, maximum pipeline velocities, and water age. Meet with the City to present findings when requested.

EXHIBIT B

TERMS AND CONDITIONS

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or 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.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. ENGINEER agrees to indemnify OWNER for claims to the extent caused by ENGINEER's negligent acts, errors or omissions.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that

ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.



MEMORANDUM

To: Board of Alderman

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

CC: Jimmy Allgood, Director of Emergency Management

Date: October 5, 2021

Contract with Williams Engineering Consultants, Inc. for professional

Re: services related to the South Lamar Box Culvert Hazard Mitigation Grant

Project

Staff recommends that the Board enter into a contract with Williams Engineering Consultants, Inc. for professional services for the design and construction management of the South Lamar Box Culvert Hazard Mitigation Project. The City was awarded approximately \$500,000 from the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) through the Mississippi Emergency Management and Homeland Security Agency (MEMA/HS) as a sub-recipient. This project is for the replacement of the existing box culvert on South Lamar between Pea Ridge Farm Road and Whippoorwill. The project requires a 25% match from the City. There are funds available to design and construct this project this Fiscal Year.

Staff recommends the Board enter into a contract with Williams Engineering Consultants, Inc. for professional services for the South Lamar Box Culvert Hazard Mitigation Grant Project.



MEMORANDUM

To: Board of Alderman

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

CC: Jimmy Allgood, Director of Emergency Management

Date: October 5, 2021

Re: Contract with Williams Engineering Consultants, Inc. for professional

services related to the Cemetery Creek project

Staff recommends that the Board enter into a contract with Williams Engineering Consultants, Inc. for professional services for the construction management of the Cemetery Creek Project. The City was awarded funds from the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) through the Mississippi Emergency Management and Homeland Security Agency (MEMA/HS) as a sub-recipient. This project will provide for a concrete channel in the remaining portion of the open ditch. Williams Engineering Consultants, Inc. performed the original design of this project under a previous contract. There are funds available for this project this Fiscal Year.

Staff recommends the Board enter into a contract with Williams Engineering Consultants, Inc. for professional services for the Cemetery Creek Hazard Mitigation Grant Project.

AGREEMENT FOR ENGINEERING SERVICES CEMETARY CREEK STABILIZATION PROJECT PHASE 2 OXFORD, MISSISSIPPI

THIS AGREEMENT, entered into this the ____day of ____, 2021, by and between THE CITY OF OXFORD, hereinafter called the "OWNER" and WILLIAMS ENGINEERING CONSULTANTS, INC., hereinafter called the "ENGINEER".

WITNESSETH THAT:

WHEREAS, the OWNER desires to engage the ENGINEER to provide Preliminary Engineering (PE) services and Construction Engineering and Inspection (CE&I) services as described hereinafter:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Employment of Engineer:

The OWNER hereby agrees to employ the ENGINEER and the ENGINEER hereby agrees to provide services as outlined below:

2. Scope of Services:

The ENGINEER shall do, perform, and carry out in a satisfactory and proper manner such work as is required to complete the project in accordance with specific job tasks as follows:

Preliminary Engineering (PE) Services:

Scope of work shall be oversight and design of the project from conceptual designs to Finished Plans Specifications and Estimate. This work shall be accomplished in accordance with the Latest Edition of the Mississippi Standard Specifications for Road and Bridge Construction, MDOT Red Book, and/or the Mississippi Standard Specifications for State Aid Road and Bridge Construction, Division of State Aid Green Book.

Construction Engineering and Inspection (CE&I) Services:

Scope of work shall be oversight and construction administration of the project from the date of awarding the contract to a successful bidder to submission of the final estimate package. This work will be accomplished utilizing the same Specifications as listed above for Preliminary Engineering.

3. <u>Compensation for Engineering Services:</u>

a. The OWNER shall compensate the ENGINEER for the above described Preliminary Engineering (PE) scope of services on an "HOURLY" basis. See Exhibit B.

Page 1 of 4

- b. The OWNER shall compensate the ENGINEER for the above described Construction Engineering and Inspection (CE&I) scope of services on an "HOURLY basis. See Exhibit B.
- c. Any work requested by the OWNER done by the ENGINEER outside of the scope of work will be billed to the OWNER at the hourly rates of the ENGINEER, in force on the date of agreement.

4. Payment:

The ENGINEER shall submit monthly or periodic statements to the OWNER requesting payment. Such requests shall be based upon the amount and value of work and services performed by the ENGINEER and shall be accompanied by supporting data as required by the OWNER.

5. Equal Employment Opportunity:

The ENGINEER will not discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. The ENGINEER will take affirmative action to ensure that applicants are employed, without regard to their race, religion, sex, color or national origin. The ENGINEER shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the OWNER may require.

6. <u>Interest of Engineer:</u>

The ENGINEER covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The ENGINEER further covenants that in the performance of this Agreement, no person having such interest shall be employed.

7. Findings Confidential:

Any reports, information, data, ect., given to or prepared or assembled by the ENGINEER under this Agreement which the OWNER requests to be kept confidential shall not be made available to any individual or organization by the ENGINEER without prior written approval of the OWNER.

8. Termination for Breach:

In the event of breach of any condition or provision hereof, the OWNER of the ENGINEER shall have the right, by prior written notice, to terminate this Agreement. The

OWNER shall without prejudice to any other rights or remedies, have the right to have the work called for hereby otherwise performed. The OWNER shall have the benefit of such

work as may have been completed up to the time of such termination or cancellation, and with respect to any part which shall have been delivered to or accepted by the OWNER there shall be an equitable adjustment of compensation. In addition, an equitable adjustment shall be made as compensation for any amount of work or services performed by the ENGINEER to date of such termination or cancellation but not accepted by the OWNER. All remaining conditions of the original Agreement shall remain in force.

9. Cancellation:

Irrespective of any default hereunder, the OWNER may also at any time with proven justifiable cause terminate the ENGINEER's employment hereunder and cancel the contract, in whole or part, and in such event, the ENGINEER shall be entitled to receive compensation as specified herein for all work completed and accepted prior to such termination or cancellation, and in addition an equitable adjustment shall be made, as compensation for any amount of work or services performed by the ENGINEER to the date of such termination or cancellation but not accepted by the OWNER.

10. <u>Interest by Members:</u>

No member, officer, or employee of the OWNER during his tenure of office or for one year thereafter, shall have any interest, direct or indirect, in this contract or proceeds thereof.

11. Access to Records:

In accordance with Federal Guidelines, the Grantee, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the ENGINEER which are directly pertinent to the contract, for the purpose of making audit, examinations, excerpts and transcripts. The ENGINEER shall maintain all required records for three (3) years after Grantee makes final payment and all other pending matters are closed.

12. Copeland "Anti-Kickback" Act:

The ENGINEER shall comply with all applicable provisions of the "Copeland Anti-Kickback Act" whereby all non-salaried personnel employed by the ENGINEER shall be paid unconditionally and not less than once per week and without subsequent deduction or rebate except for "permissible" salary deductions including taxes, deductions authorized by the employee in writing and those required by court order. Any work subcontracted by the ENGINEER under this con contract shall contain a similar "Anti-Kickback" provision to insure compliance by any subcontractor hereunder.

13. Contract Work Hours and Safety Standards Act:

The ENGINEER shall comply with all applicable provisions of the "Contract Work Hours and Safety Standards Act" related to hazardous, unsanitary or dangerous workplace

conditions and the payment of overtime compensation at the rate of one and one-half times (1 ½) the employee's hourly rate for all hours worked over forty (40) hours in one (1) week. Any work subcontracted by the ENGINEER under this contract shall contain similar provisions to insure compliance by any subcontractor hereunder.

14. Environmental Regulations:

All work to be performed by the ENGINEER under this contract shall be in compliance with all applicable federal and state environmental regulations, including, but not limited to, the :Clean Air Act", "Clean Water Act", Executive Order 11738, and "Energy Policy and Conservation Act".

15. <u>Davis-Bacon Act Requirements:</u>

Williams Engineering Consultants, Inc., will certify that we will comply with the Davis-Bacon Act Requirement as follows:

The Engineers will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-6), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight (8) or more families.

IN WITNESS WHEREOF the OWNED of theday of, 2021.	R and the ENGINEER have executed this Agreement as
ATTEST:	CITY OF OXFORD
	Robyn Tannehill Mayor
ATTEST: Dee Dee M. Jones Administrative Office Manager	Jeffer W. Williams, PE, PLS President

Page 4 of 4

EXHIBIT A

Scope of Work

INTRODUCTION

The CONSULTANT will be providing the Construction Engineering & Inspection (CE&I) services to administer this construction contract in accordance with the latest version of the Mississippi Department of transportation (MDOT). The CONSULTANT is required to adhere to the MDOT standards for this project which include the Standard Specifications, Construction, MDOT Materials Division Inspection, Testing, and Certification Manual, MDOT Construction Manual, and all other documents that are referred to in the Project Construction Contract.

ENGINEERING ADMINISTRATION:

The Engineering administration of construction will be the responsibility of the CONSULTANT, and will be subject to inspection and approval of the City Engineer for the City of Oxford (CITY) or their representatives.

CONSTRUCTION ENGINEERING SERVICES:

Construction Engineering services shall consist of all Engineering work, respectively, involved from the contract stage, beginning the date of CITY of concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the CITY, and shall include the following:

- A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the City Engineer and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications.
- B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and The Engineer's daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the CITY for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the CITY and any other authorized representative, and copies thereof shall be furnished if requested.
- C. Subsurface Conditions and Utilities. The CITY recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. The CITY also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the CITY and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT ENGINEER.

The CONSULTANT shall furnish a resident Project Engineer, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project Engineer and assistants, the CONSULTANT shall endeavor to provide further protection for the CITY against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project Engineer are limited to this agreement with the CITY and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project Engineer's dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the CITY advised as necessary. The resident Project Engineer dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project Engineer shall generally communicate with the CITY.

II. Duties and Responsibilities of the resident Project Engineer:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the CITY concerning acceptability.

B. Conferences and Meetings:
Attend meetings with the CONTRACTOR,
such as preconstruction conferences,
progress meetings, job conferences and
other project-related meetings, and prepare
and circulate copies of minutes thereof.

C. Liaison:

- a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the CITY's liaison with the CONTRACTOR when the CONTRACTOR's operations affect the CITY's on-site operations.
- b. Assist in obtaining from the CITY additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

- a. Record the date of receipt of Shop Drawings and samples.
- b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the City of Oxford of availability of samples for examination if they choose.
- c. Advise the CITY and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to the CITY any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the CITY of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof, and observe, record and report to the CITY appropriate details relative to the test procedures and startups.
- d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the CITY.

F. Interpretation of Contract Documents:

Report to the CITY when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the CITY.

G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the CITY. Transmit to the CONTRACTOR decisions as issued by the CITY.

H. Records:

a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.

- b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the CITY.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

- a. Furnish the CITY periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with the CITY in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the CITY.
- d. Report immediately to the CITY upon the occurrence of any accident.

J. Payment Requests:

a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the CITY, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the CITY prior to final payment for the Work.

L. Completion:

- a. Before issuing a Certificate of Substantial Completion, submit a list observed items requiring completion or correction to the Contractor.
- Conduct a final inspection in the company of the CITY and the CONTRACTOR, and prepare a final list of items to be completed or corrected.
- c. Observe that all items on the final list have been completed or corrected and make recommendations to the CITY concerning acceptance.

III. Limitations of Authority

The resident Project Engineer:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the CITY.
- B. Shall not exceed the limitations of the CITY's authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the CITY to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the CITY.



MEMORANDUM

To: Board of Alderman

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

CC: Rob Neely, P.E., Oxford Utilities

Date: October 5, 2021

Re: Contract with Daniels & Associates, Inc. for professional services

required for the Brittany Woods Water Improvement Project

Staff recommends that the Board enter into a contract with Daniels & Associates, Inc. for professional engineering services related to the Brittany Woods Water Improvement Project. Professional services associated with this agreement include design, bidding and construction inspection. These Engineering services for this contract are budgeted in the current fiscal year. This project will increase the size of the water main within the Brittany Woods Subdivision and neighboring apartments and provide fire hydrants throughout following annexation.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR ENGINEERING SERVICES

THIS IS AN AGREEMENT effective as of October 5, 2021, by and between

DANIELS & ASSOCIATES, INC., hereinafter called the ENGINEER and the CITY OF

OXFORD, hereinafter called the OWNER. The Owner and the Engineer in consideration of

WHEREAS, the Owner intends to upgrade and replace existing segments of water distribution piping within Brittany Woods Subdivision and,

WHEREAS, the Owner desires to engage the Engineer to provide technical and professional services as described hereinafter, and,

WHEREAS, the Engineer does hereby agree to perform said professional and technical services for the Owner.

NOW THEREFORE, the parties do hereto mutually agree as follows:

1.0 Employment of Engineer:

their mutual covenants as set forth herein agree as follows:

The Owner hereby agrees to employ the Engineer, and the Engineer hereby agrees to perform the technical and professional services set forth hereinafter in connection with engineering and consulting services as required to perform "Facilities Design" and "Construction Observation" for construction of water distribution facilities, more specifically described as follows:

1.1 Installation of approximately 6,000 linear feet of 8" diameter ductile iron water main and appurtenances within Brittany Woods Subdivision.

2.0 Scope of Services:

The Engineer shall do, perform, and carry out in a diligent and competent manner the technical and professional services necessary to provide the services set forth below. Engineering and/or consulting services which the Engineer will perform and assist the Owner in performing will include the following as they relate to items described in Section 1.1 above:

2.1 Performing all necessary design work, calculations, drafting, and related matters necessary to prepare detailed construction plans, specifications, and preliminary and final construction estimates.

- 2.2 Obtaining all required regulatory agency approvals, including the Mississippi State Department of Health.
- 2.3 Advertising the project for bids in the various construction advertisement media; attending the pre-bid conference and bid letting, tabulating bid proposals, analyzing bids and making recommendation(s) to the Owner for awarding construction contract(s).
- 2.4 Interpreting the intent of the plans and specifications to protect the Owner against defects and deficiencies in construction on the part of the contractor(s). The Engineer shall not guarantee the performance by any contractor.
- 2.5 Providing on-site observations of the work of the contractor(s) as construction progresses on a part-time basis. The Engineer does not guarantee the performance of the contractor(s) by the Engineer's performance of on-site observations. The Engineer's undertaking hereunder shall not relieve the contractor(s) of their obligation to perform the work in conformity with the plans and specifications and in a workmanlike manner, and furthermore shall not make the Engineer an insurer of the contractor(s) performance, and shall not impose upon the Engineer any obligation to see to it that the work is performed in a safe manner.
- 2.6 Final inspection of all construction and submission of record drawings and full documentation and certification required by the Department of Health.
- 2.7 No work will be performed 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 Facilities Design and Construction Observation Services rendered under this agreement a lump sum fee in an amount equal to 12% of construction costs.

The Engineer will submit monthly or periodic invoices to the Owner requesting payment. Such requests will be based upon the amount and value of work and services performed by the Engineer to date. The Owner will pay the Engineer the full amount of said invoices within 30 days after the date of the invoice. Failure to pay the amount due within 30 days will be just cause for the Engineer to cease work on the project.

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 <u>Performance and Completion:</u>

The performance of engineering services to be provided as described in Section 1.0 of this agreement shall commence beginning or after the execution of this Agreement and shall be completed within ninety (90) days after completion of all construction.

5.0 Amendments to Agreement for Engineering Services:

Changes to this document may be made by written Supplemental Agreement executed by the Owner and the Engineer.

6.0 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.

- 6.1 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 unsatisfactory work by the Engineer or if the Owner is generally dissatisfied with the work and/or performance of the Engineer.
- 6.2 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.
- 6.3 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.
- 6.4 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 <u>5th</u> day of <u>October</u> <u>2021</u>.

ATTEST:	CITY OF OXFORD			
	By:ROBYN TANNEHILL, MAYOR			
ATTEST:	DANIELS & ASSOCIATES, INC.			
	By:			



MEMORANDUM

To: Board of Alderman

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

CC: Rob Neely, P.E., Oxford Utilities

Date: October 5, 2021

Re: Contract with Daniels & Associates, Inc. for professional services

required for the mTrade wells, Water Plant and distribution system

Staff recommends that the Board enter into a contract with Daniels & Associates, Inc. for professional engineering services related to the wells, future water plant and water distribution system at mTrade Park. Professional services associated with this agreement include design, bidding and construction inspection. These Engineering services for this contract are budgeted in the current fiscal year. This project will provide for a master plan layout of the system and subsequent phased construction of the wells and the water plant.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR ENGINEERING SERVICES

THIS IS AN AGREEMENT effective as of October 5, 2021, by and between

DANIELS & ASSOCIATES, INC., hereinafter called the ENGINEER and the CITY OF

OXFORD, hereinafter called the **OWNER**. The Owner and the Engineer in consideration of their mutual covenants as set forth herein agree as follows:

WHEREAS, the Owner intends to construct water supply wells and a corrosion control water treatment plant on the Owner's property at mTrade Park; and connecting water distribution piping to facilitate distribution of the treated water adjacent to mTrade Park and,

WHEREAS, the Owner desires to engage the Engineer to provide technical and professional services as described hereinafter, and,

WHEREAS, the Engineer does hereby agree to perform said professional and technical services for the Owner.

NOW THEREFORE, the parties do hereto mutually agree as follows:

1.0 Employment of Engineer:

The Owner hereby agrees to employ the Engineer, and the Engineer hereby agrees to perform the technical and professional services set forth hereinafter in connection with engineering and consulting services as required to perform "Facilities Design" and "Construction Observation" for construction of water supply wells, raw water piping, a corrosion control water treatment plant, and connecting distribution system piping. It is anticipated that the project may be potentially constructed in phases including the potential phased construction of supply well groups; phased construction of a corrosion control treatment plant; and phased construction of connecting distribution system piping.

The initial phase of the project commencing with this agreement will be preparation of a schematic-type master plan for the well field, water treatment plant, and connecting piping. The initial phase shall include a study and report of the proposed project including facilities layout, hydraulic calculations, and cost estimates.

Single project construction or phased construction approach after the initial study/report phase will be as directed by Owner.

2.0 Scope of Services:

The Engineer shall do, perform, and carry out in a diligent and competent manner the technical and professional services necessary to provide the services set forth below. Engineering and/or consulting services which the Engineer will perform and assist the Owner in performing will include the following as they relate to items described in Section 1.1 above:

- 2.1 Performing all necessary design work, calculations, drafting, and related matters necessary to prepare detailed construction plans, specifications, and preliminary and final construction estimates.
- 2.2 Obtaining all required regulatory agency approvals, including the Mississippi State Department of Health and Mississippi Department of Environmental Quality.
- 2.3 Advertising the project for bids in the various construction advertisement media; attending the pre-bid conference and bid letting, tabulating bid proposals, analyzing bids and making recommendation(s) to the Owner for awarding construction contract(s).
- 2.4 Interpreting the intent of the plans and specifications to protect the Owner against defects and deficiencies in construction on the part of the contractor(s). The Engineer shall not guarantee the performance by any contractor.
- 2.5 Providing on-site observations of the work of the contractor(s) as construction progresses on a part-time basis. The Engineer does not guarantee the performance of the contractor(s) by the Engineer's performance of on-site observations. The Engineer's undertaking hereunder shall not relieve the contractor(s) of their obligation to perform the work in conformity with the plans and specifications and in a workmanlike manner, and furthermore shall not make the Engineer an insurer of the contractor(s) performance, and shall not impose upon the Engineer any obligation to see to it that the work is performed in a safe manner.
- 2.6 Final inspection of all construction and submission of record drawings and full documentation and certification required by the Department of Health.
- 2.7 No work will be performed outside the Scope of Services without written notice and agreement of terms.

3.0 <u>Compensation for Engineering Services:</u>

The Owner shall compensate the Engineer for all Facilities Design and Construction Observation Services rendered under this agreement a lump sum fee in an amount equal to 10.5% of construction costs for projects designed for construction. The Owner shall compensate the Engineer a lump sum fee amount of \$50,000.00, for the initial non-construction study/report phase.

The Engineer will submit monthly or periodic invoices to the Owner requesting payment. Such requests will be based upon the amount and value of work and services performed by the Engineer to date. The Owner will pay the Engineer the full amount of said invoices within 30 days after the date of the invoice. Failure to pay the amount due within 30 days will be just cause for the Engineer to cease work on the project.

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 <u>Performance and Completion:</u>

The performance of engineering services to be provided as described in Section 1.0 of this agreement shall commence beginning or after the execution of this Agreement and shall be completed within ninety (90) days after completion of all construction.

5.0 Amendments to Agreement for Engineering Services:

Changes to this document may be made by written Supplemental Agreement executed by the Owner and the Engineer.

6.0 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.

- 6.1 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 unsatisfactory work by the Engineer or if the Owner is generally dissatisfied with the work and/or performance of the Engineer.
- 6.2 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.
- 6.3 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.
- 6.4 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 <u>5th</u> day of <u>October</u> <u>2021</u>.

ATTEST:	CITY OF OXFORD
	By:ROBYN TANNEHILL, MAYOR
ATTEST:	DANIELS & ASSOCIATES, INC.
	By:



To: Board of Aldermen

From: Bart Robinson

CC: Mark Levy

Date: October 5, 2021

Re: Consider Amended and Restated Use Agreement for use of the Rifle Range

at the Oxford Conference Center

The City of Oxford, the Mississippi National Army National Guard, The University of Mississippi, and the Ole Miss Athletic Foundation entered into an agreement in 2003 for the University intercollegiate rifle team to use of rifle range located within the jointly owned Conference Center and Army National Guard Readiness Center at 102 Ed Perry Boulevard. The 2003 Use Agreement included a \$50,000 payment annually for a ten-year period. The last installment payment of the original agreement was paid on or about on July 1, 2013.

In the enclosed new agreement, amending and restating the 2003 agreement, the University agrees to pay an annual rate of \$61,000 per year, for the next five years. The new annual amount includes back payment for percentage of use (\$16,000 per year) and estimated maintenance expenses related to roof replacement (\$45,000 per year). Both parties agree to review the agreement in 2025 before the last payment is due.

The Amended and Restate Use Agreement requires the Mississippi National Guard, the Board of Trustees of the State Institutions of Higher Learning, and the City of Oxford approval.

AMENDED AND RESTATED USE AGREEMENT

AMONG MISSISSIPPI ARMY NATIONAL GUARD, CITY OF OXFORD, MISSISSIPPI, THE UNIVERSITY OF MISSISSIPPI THROUGH THE BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING, AND OLE MISS ATHLETIC FOUNDATION

This Use Agreement amends and restates, in its entirety, and replaces the Use Agreement of 2003.

I. PREMISES

The Mississippi Army National Guard ("MSARNG") and the City of Oxford, Mississippi, (the "City") previously entered into a ground lease through which the City leased to MSARNG 12.94 acres in Lafayette County, Mississippi (the "Ground Lease"). A Readiness Center and a Community Center (collectively, the "Building") were constructed on the site. Although under one roof, the Readiness Center and the Community Center are two entirely separate facilities. The Readiness Center is solely the property of MSARNG. The Community Center is solely the property of the City. MSARNG shall have complete control over the operation and management of the Readiness Center and the City shall have complete control over the operation and management of the Community Center. Additionally, the Building contains a rifle range (the "Rifle Range"). The Rifle Range is jointly owned by the MSARNG and the City. A diagram of the Building is attached as Exhibit "A," showing the parts of the Building that belong to each of the respective areas: the Readiness Center, the Community Center and the Rifle Range.

The University of Mississippi (the "University") wishes to use the Rifle Range in the Building for practice and competition by the University intercollegiate Rifle team. The University Rifle team participates in National Collegiate Athletic Association ("NCAA") events and competitions at the Division 1 level. The Ole Miss Athletic Foundation ("OMAF"), formerly titled and previously referenced in the 2003 Use Agreement as the Ole Miss Loyalty Foundation, is a private, nonprofit corporation with the purpose of providing general financial support to the intercollegiate athletic programs at the University. As a party to the previous Use Agreement of 2003 and in support of the use of the Rifle Range by the University Rifle team, OMAF made payment to the City in the amount of five hundred thousand dollars (\$500,000) with the last installment paid on or about July 1, 2012. MSARNG, the City and the University agree that OMAF has no performance or financial obligation with this Amended and Restated Use Agreement ("Agreement").

The MSARNG and the City are willing for the University to use the Rifle Range and the parties enter into this Agreement in order to clarify the terms and conditions of the occupancy, use, and maintenance of the Building.

II. TERMS AND CONDITIONS OF COMBINED USE AGREEMENT

- 1. **TERM:** The term of this Agreement shall be for the remaining life of the Ground Lease, which term began August 15, 2001 and will end on August 15, 2056. A copy of the Ground Lease is attached to this Use Agreement as Exhibit "B". All parties agree not to assign this Agreement or any portion thereof without first obtaining the written consent of the other parties to this Agreement.
- 2. **SCHEDULE AND PRIORITY OF USE:** The MSARNG shall have the first right to use the Readiness Center and/or the Rifle Range during times of national security, local disaster, drill, or annual training. The MSARNG reserves the right to cancel any lease, sublease or permission to use the Readiness Center and/or the Rifle Range given any third party in the event a state or federal emergency arises which requires the use of the

Readiness Center and/or the Rifle Range by the military forces of the State of Mississippi. The MSARNG will pay no claims for damage brought as a result of cancellation of any lease, sublease, or permission to use.

The City shall have the first right to use the Community Center during times of national, state, or local disaster. The City reserves the right to cancel any lease, sublease or right to use the Community Center made with any third party in the event that a national, state, or local emergency arises which requires the use of this Community Center by the City. The City will pay no claims for damage brought as a result of cancellation of any lease, sublease, or permission to use.

3. **RIFLE RANGE:** The Building has a Rifle Range that will be used by the MSARNG, the University's Rifle team and the City. The MSARNG, the University, and the City shall cooperate in scheduling use of the Rifle Range, as well as of other rooms in the Readiness Center. Representatives of the MSARNG, the University, and the City shall meet at least annually to schedule use and events.

The City, the MSARNG, and the University all agree that no party to this Use Agreement shall permit any outside individual or entity to use the Rifle Range without the written consent of all parties to this Agreement. Any request by an outside individual or entity to use the Rifle Range will be presented to the following individuals (the "Rifle Range Lease Approval Committee") for their written consent:

City of Oxford -- Director of the Oxford Conference Center

MSARNG -- Readiness NCO

University of Mississippi -- Executive Associate Athletic Director/ Senior Women's

Administrator

Periodically, the Rifle Range will require maintenance and repairs, including lead disposal. A log shall be kept in the range area and completed by the party using the range after such use that records the number of rounds fired, type, and entity using the range. The cost incurred during cleanup and maintenance will be assessed based on the percentage of use by the MSARNG, the University's Rifle team, and the City.

4. **COMPLIANCE WITH LAW:** The MSARNG, the City, and the University shall comply with all laws, rules, and regulations of the United States and the State of Mississippi, including the rules and regulations of the MSARNG for the governance and management of the Readiness Center, a copy of which is attached to this Use Agreement as Exhibit "C", and all rules and requirements of the Police and Fire Departments of the City.

The City shall obtain all permits or licenses required by any provision of law, municipal charter, or ordinance for the conduct of programs and activities organized and managed by the City in the Community Center; the MSARNG shall obtain all permits of licenses required by any provision of law, municipal charter or ordinance for the conduct of programs and activities organized and managed by the MSARNG in the Readiness Center; and the University shall obtain all permits or licenses required by any provision of law, municipal charter or ordinance for the conduct of programs and activities organized and managed by the University in the Rifle Range. No party shall be responsible for the other party's failure to obtain such permits and licenses or to comply with any other requirements imposed upon the MSARNG, the City, or the University for the conduct of activities within the Building.

5. **OPERATING COSTS**: The City shall pay the water, sewer, electricity, and garbage collection fees for the Building.

6. **REPAIR AND MAINTENANCE**:

(A) CONTRIBUTIONS BY UNIVERSITY TO CITY: In consideration of the City and MSARNG permitting the University's Rifle team to use the Rifle Range for practice and competitions and due to the maintenance costs experienced for the Building, consistent with the 2003 Use Agreement, the University agrees to make payments based on the percentage of use, of which \$80,000 remains due and payable to the City; and which shall be paid to the City in equal installments of \$16,000 per year for the years 2021, 2022, 2023, 2024 and 2025.

The parties to this Agreement also acknowledge and confirm increased operational costs incurred by the City since the 2003 Use Agreement in the areas including, but not limited to, utilities, HVAC systems maintenance, landscaping, insurance, lighting, garbage removal, and other general maintenance. At the time of signing of this Agreement, the City is facing an estimated expense of \$650,000 for roof replacement and repair of roof mounted mechanical system appurtenances. The parties agree that approximately \$128,996 of this \$650,000 expense is required as a result of repairs which are related or appurtenant to the Rifle Range space used by the University. In acknowledgement of these unanticipated repair expenses and the importance to the University's Rifle Team in its continued use of the Building and the Rifle Range, the University agrees to share this financial obligation and make an annual payment to the City of \$45,000 per year for the years 2021, 2022, 2023, 2024 and 2025 This annual payment of \$45,000 shall be in addition to the \$16,000 per year stated above for a total annual payment from the University to the City of \$61,000.

The University and the City further agree that the annual payment of \$61,000 from the University for the years referenced above shall be invoiced by the City of Oxford, and payments will be made by December 31 in each of the years 2021, 2022, 2023, 2024, and 2025.

The parties agree to review this Agreement and the operational costs and requirements associated with the University's use of the Building, at least ninety (90) days before the last payment is due in 2025, and work in good faith to determine if additional improvements and or capital expenditures are required to maintain the continued safe and efficient operation of the Rifle Range and the sharing of any costs associated with the same. Any future revision to these responsibilities shall be made in writing and made and amendment to this Agreement.

- (B) MSARNG AND CITY RESPONSIBILITIES: The MSARNG shall be responsible for maintenance of the Readiness Center and any specially fenced secure area for military vehicles or any accessory building utilized to store military equipment, and shared areas incident to and after use by the MSARNG. The City shall be responsible for maintenance of the Community Center. The University shall not have any responsibility for repair, maintenance, and improvements to the Building other than those specified in 7(a) above. The City and the MSARNG shall pay a pro rata share of mutually agreed upon major maintenance or improvements (sometimes called "repair, replacement or betterment") to the Building and to the jointly owned Rifle Range.
- 7. **LEASE OF EITHER FACILITY**: The City and the MSARNG shall establish policies and procedures for the

lease/rental of the Readiness Center, the Community Center, and the Rifle Range. These policies shall include a clause that requires an annual meeting to discuss any issues that arise over use by third parties. Additional policies will be established for inter• agency rentals.

The City shall have personnel on the premises at all times during City use or use by a third party through a City generated lease of any part of the Building, and shall be responsible for maintenance, repairs and clean-up resulting from such use. The City shall also be responsible for securing the Building after such use, including locking doors and windows and turning off all machinery and equipment not needed. The MSARNG shall have personnel on the premises at all times during MSARNG use or use by a third party through a MSARNG generated lease of any part of the Building, except when the Rifle Range is being used by the University for rifle practice or competition, and shall be responsible for maintenance, repairs and clean-up resulting from such use. The MSARNG shall also be responsible for securing the Building after such use, including locking doors and windows and turning off all machinery and equipment not needed.

- 8. **TERMINATION OF LEASE**: In the event the Ground Lease is terminated, all improvements on the land subject to the Lease shall become the property of the City, except for personal property belonging to the MSARNG and the University.
- 9. CHANGES TO AGREEMENT: Any changes to this Agreement shall be negotiated through the Mayor of the City of Oxford or designee, the Adjutant General of the Mississippi Army National Guard or designee, the University's Athletic Director or designee, Day-to-day operational issues shall be addressed by the City representative on-site for the Community Center, the Readiness Center Non- Commissioned Officer in charge of the Readiness Center, and the University's Athletic Director or designee.
- 10. **SUPERSEDES PREVIOUS AGREEMENT**: This Use Agreement amends, restates, supersedes and replaces the Use Agreement of 2003 between the parties related to the Building.
- 11. **LEGAL NOTICE**: Any notice under the term of this Agreement shall be given in writing by a duly authorized representative of the party giving such notice to the following:

City of Oxford c/o Mayor 107 Courthouse Square Oxford, MS 38655

Mississippi Army National Guard c/o Adjutant General P.O. Box 5027 Jackson, MS 39296-5027

The University of Mississippi c/o Vice Chancellor of Intercollegiate Athletics 908 All-American Drive University, MS 38677

[Signature page to follow]

WITNESS THE SIGNATURES of the parties on the dates set forth below.

MISSISSIPPI ARMY NATIONAL GUARD

Зу:	
Adjutant General	
Date:	-
CITY OF OXFORD, MISSISSIPPI	Attest:
Ву:	Ву:
Mayor	City Clerk
Date:	Date:
THE UNIVERSITY OF MISSISSIPPI	OLE MISS ATHLETIC FOUNDATION
Ву:	By:
Chancellor	Director
Date:	Date:

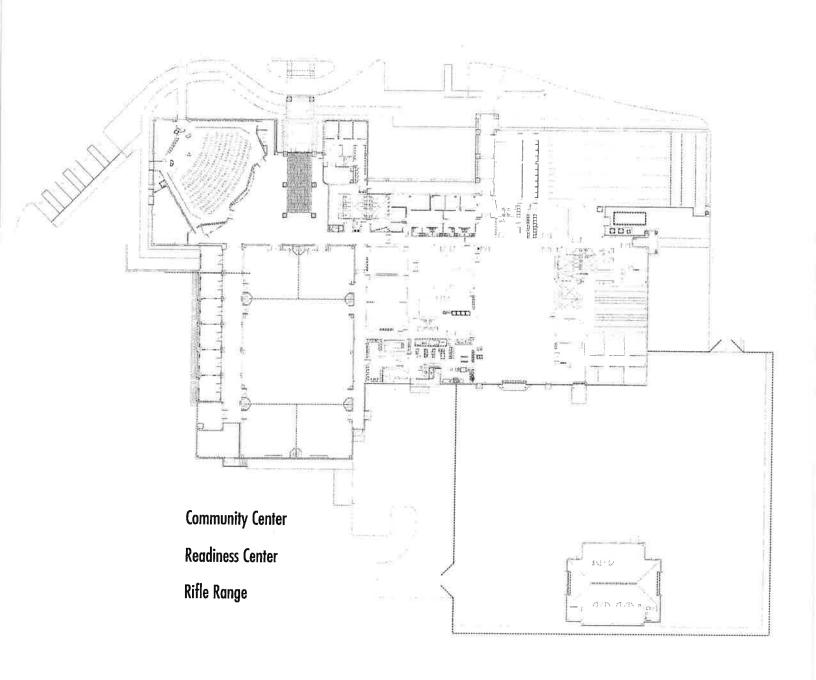


Exhibit "A"

GROUND LEASE BETWEEN

THE CITY OF OXFORD (as the Lessor)

AND

THE MISSISSIPPI ARMY NATIONAL GUARD, A/K/A Mississippi Military Department, OR MISSISSIPPI STATE GUARD (as the Lessee)

THIS LEASE, made and entered on this 15th day of August, 2001, by and between the City of Oxford, Lafayette County, Mississippi, organized, chartered, incorporated and existing under the Laws of the State of Mississippi, as the Lessor, whose interest in the property hereinafter described as that of owner, and the State of Mississippi, acting by and through the Mississippi Army National Guard, as the Lessee:

WHEREAS, the City has agreed to provide the parcel of land described below for the purpose of constructing a Readiness Center by the Mississippi Army National Guard a/k/a the "MSARNG" and for the consideration hereafter set forth the parties covenant & agree as follows:

The Lessor hereby leases to the Lessee the following described real property to-wit:

A parcel of land containing 12.94 acres, more or less, located in the Northeast Quarter (NE1/4), Southeast Quarter (SE1/4) and Southwest Quarter (SW1/4) of Section 22, Township 8 South, Range 3 West, City of Oxford, Lafayette County, MS, more particularly described as follows:

Begin at a ½" rebar set 3,079.99 feet east and 2,203.61 feet south of the Southwest Corner of Section 15, Township 8 South, Range 3 West; run thence Due South a distance of 516.12 feet to a ½" rebar set at the

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beginning of a circular curve to the left; run thence along said curve a distance of 264.64 feet to a ½" rebar set, said curve having a radius of 420.00 feet, a chord bearing of S 18°-03'-01" E and a chord length of 260.28 feet; run thence S 36°-06'-11" E, leaving said curve, a distance of 502.84 feet to a 1/2" rebar set; run thence S 89°-59'-57" W a distance of 753.11 feet to a ½" rebar found; run thence N 00°-22'-57" E a distance of 305.28 feet to a 1/2" rebar found; run thence N 29°-02'-46" W a distance of 362.85 feet to a ½" rebar set on the East right-of-way line of MS Highway No. 7; run thence along said right-ofway line N 43°-11'-07" E a distance of 139.98 feet to a concrete right-of-way marker found; continue thence along said right-of-way line as follows: run N 26°-41'-31" E a distance of 492.94 feet to a concrete right-of-way marker found; run N 89°-07'-51" E a distance of 182.50 feet to a ½" rebar set; run thence N 87°-33'-31' E, leaving said right-of-way, a distance of 50.64 feet to the point of beginning of the herein described parcel of land. Said parcel contains 12.94 acres, more or less, which is hereafter referred to as the "Site".

The site on which the Readiness Center is situated, will be used by the Lessee for MSARNG purposes generally, and to that end the site shall be used to construct such buildings, houses, sheds and structures as may be deemed by the MSARNG, its agents and officers as necessary and proper for the storage and care of soldiers, arms, ammunition, vehicles and all other impediments of war and defense; and for all other uses common, customary and befitting to the MSARNG. To have and hold the said site and all appurtenances thereto for the term of fifty-five (55) years, beginning on the date set forth herein above, which term of years shall end on the 15th day of August, 2056, unless and until the Lessee shall give notice of termination in accordance with this lease, and this lease shall remain in force and effect until the term shall expire or be terminated. If said premises shall cease to be used for MSARNG purposes, then said lease term shall immediately terminate.

The lessee shall pay the sum of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, for the entire term of this lease.

The lessee shall have the right, during the existence of this lease, to make alterations and excavations upon the described property (Readiness Center Portion), attach fixtures, and erect additions, structures, and signs in or upon the Readiness

Center which fixtures, additions, structures, and signs shall be and remain the property of the lessee, and may be removed or otherwise disposed of by the State of Mississippi. Any changes will be subject to that certain Combined Use Agreement between the Lessor and the MSARNG.

The Lessee shall not assign this lease in any event, and shall not sublet the Readiness Center portion of the premises except as provided for in the Combined Use Agreement.

If the leased premises are destroyed completely by fire or other casualty this lease shall immediately terminate, if the Lessee shall so elect, by notifying Lessor in writing not later that ten (10) days after such destruction. In case of partial destruction or damage, as to render the premises untenantable, as determined by the Lessee, the Lessee may terminate the lease by giving written notice to the Lessor within fifteen (15) days after such partial damage or destruction. Lessor shall have no duty to repair or replace destroyed or partially destroyed premises.

Any notice under the term of this lease shall be in writing by a duly authorized representative of the party giving such notice. If notice is given by the Lessee, such notice shall be addressed to the Mayor, City of Oxford, City Hall, Mississippi, 38655. If by the Lessor, such notice shall be addressed to The Adjutant General of Mississippi, P.O. Box 5027, Jackson, Mississippi, 39296-5027.

At the expiration of the lease term, or prior to that expiration in accordance with section 9 herein below the Lessee shall surrender the leased property in as good condition as it was at the beginning of the term, less reasonable use and wear, and damages by the elements. Lessee shall be responsible to remove any and all improvements it has placed on the leased premises, unless Lessor agrees in writing, prior to expiration of the lease term, to accept any or all improvements.

This Lease may be terminated by Lessee on thirty (30) days written notice to the Lessor.

Any liabilities or claims for property loss or damage, or for death or personal injury by a party or agents, employees, contractors or assigns, or by third persons, arising out of and during the performance of this Lease, will be determined in accordance with applicable law.

This Agreement supersedes and replaces any and all prior lease, amendments and codicils previously executed by and between the parties.

WITNESS, the parties hereto have hereunto subscribed their names as of the date above written.

CITY OF OXFORD, MISSISSIPPI, Lessor

By: Mayo

Attest:

The State of Mississippi, Lessee

James H. Lipscomb III

Major General, MSARNG

The Adjutant General

Witness:

E. Mald. CPT, FA

STATE OF MISSISSIPPI COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state aforesaid, <u>JAMES H. LIPSCOMB III, THE ADJUTANT GENERAL</u> who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned; on behalf of and on authority therefor.

Given under my hand and official seal, this 23rd day of August, 2001.

Leila Ellen Cosh Notary Public

My Commission Expires:

31 Aug D/

CERTIFICATE

I, Virginia H. Chrestman, certify that I am the Clerk of the City of Oxford, Mississippi, Lessor in the foregoing instrument; that Mayor Richard Howorth, who signed said lease on behalf of the Lessor was duly elected, qualified and acting; that said lease was duly signed for and in behalf of said municipality.

City Clerk) H Chreston

Headquarters
Mississippi Army National Guard
Jackson, MS 39296-5027
1 March 2001

 Mississippi Army National Guard Regulation 405-80-1

GENERAL ARMORY CONTROL AND RENTAL

PURPOSE: To outline a general policy for use of state owned, leased, licensed, or controlled armories.

APPLICABILITY: This Armory Control and Rental Regulation applies to the Mississippi Army National Guard.

SUGGESTED IMPROVEMENTS: The proponent of this regulation is Facility Management Office, Purchasing and Contracting Division (NGMS-FMO-PC)

CHANGES: Changes will be published as required and will be effective as indicated in the change.

		,		Paragraph	R	Page .	
	6 .			1	-	1	
Purpose		******		2 .	541	1	
		<i> </i>	4482644444	3	20	2	
Armory Fund Councils	,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	***********	4		2	
Armory Directives			***********	5		2-3	
Rentals				6		3 .	
Concessions			*****	7	¥0	3.	
Deficiencies		*********		8		3	
Monitoring of Armory Funds.		74466687777466		o o		3	
Cancelled Contracts	,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	*************	,		350	
Rental Contract Form	. q , q , q 4 h h h h d H 1 -			APPENT	A XIO	A-1-A-	4

1. Purpose: To outline a general policy for use of state owned, leased, licensed, or controlled armories.

Definitions:

- a. Armory Any building or portion thereof which is legally owned, leased, licensed, or controlled by the state of Mississippi for military purposes, to house and train one or more National Guard units and to store their supplies and equipment, is hereby defined as an armory.
- b. Rental Any use of the facility by an outside party that would result in the payment of monetary considerations for such use.
- c. Use Any use of the facility by an outside party that for community or public relations benefits, does not result in the collection of monetary reimbursements to the armory fund.

^{*} This Regulation supersedes MARNGR 405-80-1 dtd 1 March 1994

1 March 2001

- 3. Armory Fund Councils: The commanding officer will appoint an armory fund council to to manage the business and expenditures of the armory to include use/rentals. Composition of the council for single unit armories & multiple unit armories will be in accordance with MARNGR 230-1-1.
- 4. Armory Directive: Each council will issue necessary directives concerning the operation and use of their facility. The council will charge for use of the armory based on like facilities available in that community. The objective of this policy is to maximize income to the unit fund. These directives will be a permanent part of the armory fund record.
- 5. Rentals: State owned armories, leased, licensed and controlled facilities are required for the training of the National Guard and the housing of equipment issued for such training. The use of an armory or any of its facilities for non-military activities that would interfere with or restrict its use for the purpose for which it was acquired is forbidden. It is not intended that the National Guard go into competition with the private sector in the renting of facilities, but when renting the facility, equal access will be given to all prospective renters. Facilities may be rented at the discretion of the council on the following conditions:
- a. All organizations or individuals renting or using the armory will execute a contract for its use prior to that date. Verbal approvals will be given <u>ONLY</u> for extenuating circumstances. Use <u>ONLY</u> the reproduction of Appendix A (Rental Contract Form, AGO Form 472-22 dated 1 March 2001).
- b. Three (3) completed copies of rental contract will be forwarded to the next higher headquarters for review and subsequent forwarding to this headquarters for approval, prior to execution of the contract with a renter. Contracts should be forwarded ATTN: NGMS-FMO-PC.
- c. As a minimum, non-profit organizations and individuals renting the facility will be charged for all utilities, will pay nominal rental fee and will either furnish or pay for necessary janitorial services to clean up the armory and grounds after use.
- d. Profit-making organizations will be charged for utilities and, in addition, an amount to be determined by the council for use of the armory. This may be a fixed fee or percentage of the gate receipts, whichever would be greater. Renter will either furnish or pay for the necessary janitorial service to clean up the armory and grounds after use.
- e. The using organization or individual will assume all liabilities for injuries, mishaps, or deaths that may occur.
- f. Armories will not be rented or used by any organization where due to the nature of an activity, more than normal wear, tear or damage to the facility may result.
- g. Facilities will not be rented or used for any activities which are detrimental or may appear detrimental, to the interest of the National Guard or community.

1 March 2001

- h. Armories will not be rented or used for purposes which are in violation of city, county, state or federal laws and ordinances.
- i. All areas where federal or state property is stored will be locked when the facility is rented or used unless it is being occupied or used by the National Guard.
- j. The unit commander or his authorized military representative will be present at all times when the armory is rented or used. When this individual is other than the commander or unit administrator, he/she will be fully briefed regarding security requirements and appropriate courses of action during the armory rental period. Custodian and janitorial services after duty hours will require a separate fee and payment arranged by the renter with approved unit personnel. The council will determine and control fee structure for custodian and janitorial services.
- k. Renting or using organizations or individuals will be responsible for furnishing fire or law enforcement personnel for their activities as required by the council.
- 1. All funds derived from rentals will be accounted for as provided in MARNGR 230-1-1 for armory funds.
- m. Unit will exercise immediate follow-up on any maintenance request that may result from rental occupancy. If required, a portion of the funds derived from rental should be used to cover the cost of this type maintenance upkeep.
- 6. Concessions: All proceeds derived from concessions will be accounted for as provided for in MARNGR 230-1-1 for armory funds. The council is authorized to pay personnel who operate the concession at rates to be determined by the board. Proceeds derived from vending machines will be accounted for as provided in MARNGR 230-1-1 for armory funds.
- 7. <u>Deficiencies</u>: A written report will be submitted by the council listing building deficiencies caused by a rental or use agreement, that requires the attention of the Adjutant General. These reports will be directed to NGMS-FMO-ALF, IAW MARNGR 420-10.
- 8. Monitoring of Armory Funds: Armory funds and armory use contracts will be an item of interest during IG inspection. The State Auditor will continue to check and monitor armory fund and armory rental contracts on an annual basis. Armory funds and armory rental contracts will be monitored by battalion headquarters on a quarterly basis.
- 9. Cancelled Contracts: Cancelled rental contracts must be reported in writing to NGMS-FMO-PC.

1 March 2001

Users of this regulation are invited to send comments and suggested improvements to NGMS-FMO-PC.

BY ORDER OF THE GOVERNOR:

JAMES H. LIPSCOMB III Major General, MSNG The Adjutant General

OFFICIAL:

WILLIAM M. SANSING COL, GS, MSARNG Director of Information Management

DISTRIBUTION: B, C, D, E

1 March 2001

APPENDIXA RENTAL CONTRACT

IANOITAN	GUARD ARMORY	MISSISSIP
CONTRACT WITH:	DATE:	X.40
	PURPOSE OF ARMORY RENTAL:	-
	* 1	
TELEPHONE NO:	*Complete all Blank Lines	
Your application for rental of the		Armory,
Date:, 20_	, TIME:	
is approved on the following terms and conditions pro	ovided that the sum of money agreed upon herein, is	; paid by your
organization to the	Armory at least one (1) week prior to re	ntal date
herein. Payment must be ma	ide by check to Armory Fund.	•
1. The total amount of rental, that your organization charges as stated on page A-3 which are hereby made	on agrees to pay is for \$. ,
2. General instructions and agreements:	T .	3
a. Concession rights in the armory and ground. Armory are identified as dispensing of soft drinks, fo etc., and may be reserved by the renter as indicated in performed, nor articles dispensed, either by same or a from the party entitled to the concession rights under	nod, candies, cigars and cigarettes, hat check, parking in statement of charges on reverse side. None of the as a gift (free of charge) unless such service or article the terms of this contract.	cle is purchased
b. The "SMOKING" regulations will be enfo smoking in	orced by your organization. These regulations perm	it .
AGO FORM 472-22 (LRA) 1 March 2001	A-1	5

1 March 2001

c. Your organization hereby agrees to assume all responsibility for any an	id all damage whi	ch may be do	ne by your n	nembers
	es (includes grow	ids) at the		
Armory during occupancy of	f said building by	your organiz	ation, and to	pay for
any such damage upon presentation, by the armory fund council of the	0.00			
Anmory to your organization, or a certified invoice for the same.				ā.
9 717 11 d	to immediate	cancellation	by the armor	rv fimd
3. It is agreed by your organization that this contract shall be subject at all to	ine to minediace	044002344204	¥.	
council in the event that the National Guard's use of the				
Armory becomes necessary for any reason.				
			Genetic	
4. It is agreed that your organization will comply with state tax laws and pay	A sun sug an taxe	s redamen ror	your runcuc	,,,
in accordance with Section 27-65-22, Mississippi Code of 1972.				
5. It is agreed that your organization will furnish whatever law enforcement	personnel the an	nory fund co	ıncil determi	ine is
necessary for your function.		-	**	
necessary for your randons		18		
6. It is agreed that your organization assumes all liability for accidents, inju	ries, mishaps, or	icaths to men	abers, guests	
or customers of your organization.			e e	
or customers of your organization.			s .	•
7. The renter shall not drive any nails, tacks, pins or other object into the flow woodwork or other parts of premises, nor change in any manner or move an consent of the armory fund council.	ly fixtures on said	premises wi	mont withen	•
8. The renter shall, promptly upon completion of use of said premises, rem	ove all decoration	ıs, displays aı	iq ednibmen	t ' 🔋
used by the renter on the premises.				
No. N	€			
9. The renter acknowledges having read the rules and regulations for the	N			
Armory and does hereby agree to comply with these directives.		G.		
	0		28	
10 Specific Armory Restrictions:				
		-		
a Civilian vehicles in military parking compound.		*		
(A)				
b. Civilian vehicles in drill hall.	8	•		
			⊛ *′	*
c. Civilian vehicles parked on lawn or annory		4		
3			•	
d. Fireworks on premises.			3	

MARNGR 405-80-1	*	*	*	2			1 March	2001
	E 83	ž		e: #X:			8	
e. Obscene films.	(5)						S	96
f. Firearms on premises	3.						•	*
g. Boisterous conduct.	39 G	\$	ä	5 8				*
h. Gambling.	D	N.			(%)			æ
i. Political activity.	*	an	ä		100			gr g
8		4	06:	ARMOI	RY FUNI	COUNCIL	:	
The terms of the rental con	stract are accepted and				3.			<u>*</u>
agreed to by:		. 100		A _{RELEN}				Armory
/Name of Bassing (·			APPRO	VED:	Đ.		9
(Name of Renting (organization)	₩.					(\$4)	
BY:		¥	100	вү:	76			
(sign	nature)				G 8	(signa	ture) .	
	100			,* :	70	stodian Nam	e - Print/type)	
•	tle - Print/Type)			BY:	(3			
BY:				J		(signa	ture)	
(sign	ature)				(*)	(NGMS-FI		*
(Name and Title -	Print/Type)	***************************************		DATE:	**			
((6)			-		1.7	
RENTAL	CHARGES FOR					Natio	nal Guard Arm	ory;
Damage Deposit Option:			81	U				
(20% of Rental Charge;	Returnable check)						···	
\$						(g	()	
D : DoublE Godon	المناتمة	s				k 2		
Basic Rental Fee (incl u	mines)			 	_			
With concessions Without concessions							a	
		78	31				e ĝ	15. ²⁹³
Janitorial (1) Custodian (1)	•							34
Customan (1)	(2) TOTAL	S						
	(1) NOTE: Separa	ate fee and pays	nent in ac	cordance	with parag	raph 5j of M	ARNGR 405-80)-1
	(2) NOTE: Amen	d total if any p	ortion of	iamage de	posit is w	ithheld	34	
								25
AGO FORM 472-22 1 March 2001	(LRA)		A-3			((5))		
, timent boot							***	
			5	1				

1 March 2001

CUSTODIAN AND JANITORIAL SERVICE WORKSHEET

ARMORY RENTAL CONTRAC					 5
		81	·	DATE/TIME OF RENTA	E .
		· k		Complete Worksheet for all services a Indicate N/A if service is not applicab	equired. de.
CUSTODIAN (1)	S	n a si	84	e.	39 30
(after duty hours)	.*		8 8	*	ŧî.
JANITORIAL (1)	s				
(2) Total	s				×.
(1) NOTE: Se	parate fee and p MARNGR 405		cordance wif	h paragraph 5 j -	•

- (2) NOTE: Total custodian and janitorial fee paid by renter
 - to authorized personnel. Payment for services rendered must be made to individual by check.

AGO FORM 472-22 (LRA) 1 March 2001