



**City of Oxford  
Board of Aldermen  
Regular Meeting  
Tuesday, July 21, 2026 at 5:00 PM  
City Hall Courtroom**

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

If you need special assistance related to a disability, please contact the ADA Coordinator or visit the office at: 107 Courthouse Square, Oxford, MS 38655. You may also call (662)232-2350.

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## **Agenda**

1. Opening the Meeting
  - 1.a. Call to Order
  - 1.b. Adopt the agenda for the meeting
  - 1.c. Mayor's Report
2. Regular Agenda: Financial Administration Office
  - 2.a. Request to approve the minutes of the Regular Board of Aldermen Meeting on July 7, 2026. (Leslie McCormick)
  - 2.b. Request to approve the minutes of the Recess Board of Aldermen meetings on July 13, 2026, and July 14, 2026. (Leslie McCormick)
  - 2.c. Request permission to approve the accounts for all city departments. (Leslie McCormick)
  - 2.d. Request approval of Emergency Purchases that were made in response to Winter Storm Fern, which occurred January 23-26, 2026. (Rhonda Burchett)
3. Consider the consent agenda
  - 3.a. Fixed Asset Management
    - i. Request permission to declare equipment from the OUT department surplus and authorize its disposal. (Donna Zampella)
    - ii. Request permission to declare equipment from the Development Services-Building Department surplus and authorize its disposal. (Johnathan Mizell)
    - iii. Request permission to declare equipment from the Oxford Police Department surplus and authorize its disposal. (Jeff McCutchen)
    - iv. Request permission to declare equipment from Oxford Utilities surplus and authorize its disposal. (Rob Neely)
    - v. Request permission to declare equipment from Stronger Together surplus and authorize its disposal. (Marlee Carpenter)

- vi. Request permission to declare equipment from the Building and Grounds - Landscape Services department surplus and authorize its disposal. (Nick Matthews)
- 3.b. Miscellaneous
- i. Request permission to accept a donation of \$500.00 from Crime Stoppers for the benefit of the Oxford Police Department. (Jeff McCutchen)
  - ii. Consider water and/or sewer bill adjustments in accordance with Oxford Utilities Leak Adjustment Policy. (Rob Neely)
- 3.c. Travel Requests
- i. Request permission for two employees from the Financial Administration Department to attend the Fall Certified Municipal Clerk Program on September 23–25, 2026, in Oxford, Mississippi, at an estimated cost of \$650.00. (Rhonda Burchett)
  - ii. Request permission for two employees from the Financial Administration Department to attend the Fall Certified Municipal Clerk Program from September 30–October 2, 2026, in Ridgeland, Mississippi at an estimated cost of \$2,780.30. (Rhonda Burchett)
  - iii. Request permission for one employee from the Development Services-Engineering Department to attend the Mississippi Damage Prevention Summit on November 3–7, 2026, in Biloxi, Mississippi, at an estimated cost of \$1,230.00. (John Crawley)
  - iv. Request permission for two employees from the Oxford Police Department to attend the Professional Development Communication IQ Workshop on September 21, 2026, in Pearl, Mississippi, at an estimated cost of \$707.10. (Jeff McCutchen)
  - v. Request permission for two employees from the Oxford Police Department to attend the IACP Impaired Driving and Traffic Safety Conference on August 19–24, 2026, in Anaheim, California, at an estimated cost of \$912.00. (Jeff McCutchen)
  - vi. Request permission for six employees from the Oxford Police Department to attend the TOSS Handgun, Shotgun, Rifle Lifetime Instructor Certification on August 3–7, 2026, in Oxford, Mississippi, at an estimated cost of \$6,000.00. (Jeff McCutchen)
  - vii. Request permission for one employee from the Oxford Police Department to attend Bulletproof Courtroom Testimony on August 20, 2026, in Southaven, Mississippi, at an estimated cost of \$225.00. (Jeff McCutchen)
  - viii. Request permission for the Deputy Chief from the Oxford Police Department to teach Courtroom Testimony on August 31, 2026, in Moorehead, Mississippi. (Jeff McCutchen)
  - ix. Request permission for the Deputy Chief from the Oxford Police Department to teach Report Writing on August 16–17, 2026, in Moorehead, Mississippi. (Jeff McCutchen)



- x. Request permission for one employee from the Oxford Police Department to attend SSGT Vanguard Level 1 on August 24–28, 2026, in Pearl, Mississippi, at an estimated cost of \$1,390.00. (Jeff McCutchen)
  - xi. Request permission for one employee from the Oxford Police Department to attend SSGT Vanguard Level 2 on August 31–September 4, 2026, in Pearl, Mississippi, at an estimated cost of \$1,390.00. (Jeff McCutchen)
  - xii. Request permission for one employee from Oxford Utilities to attend the TVPPA Engineering and Operations Conference on August 19–21, 2026, in Chattanooga, Tennessee, at an estimated cost of \$1,371.00. (Rob Neely)
  - xiii. Request approval for two employees from the Mayor's Office to attend a conference on July 28–30, 2026, in New Orleans, Louisiana, at an estimated cost of \$1,009.00.
- 3.d. Human Resources
- i. Request permission to accept the resignation of two full-time employees from the Oxford Police Department. (Braxton Tullos)
  - ii. Request permission to promote one part-time employee to a full-time employee for the Oxford Police Department. (Braxton Tullos)
  - iii. Request permission to hire one full-time employee for the Oxford Police Department. (Braxton Tullos)
  - iv. Request permission to hire one part-time employee for the Oxford Police Department. (Braxton Tullos)
  - v. Request permission to hire one full-time employee for the Environmental Services Department. (Braxton Tullos)
  - vi. Request approval of a promotion for one employee from Oxford Utilities. (Braxton Tullos)
  - vii. Request permission to hire one full-time employee for the City Shop. (Braxton Tullos)
  - viii. Request approval of a step increase for one employee from the Financial Administration Department. (Braxton Tullos)
- 3.e. Grants
- i. Request permission for the Oxford Police Department to accept a grant from the MS Office of Highway Safety for the 405D Alcohol and Drug Impaired Driving Fund (Training Coordination) for FY27, in the amount of \$745,030.52. (Jeff McCutchen)
  - ii. Request permission for the Oxford Police Department to accept a grant from the MS Office of Highway Safety for the 402 Police Traffic Services for FY27, in the amount of \$20,877.30. (Jeff McCutchen)
  - iii. Request permission for the Oxford Police Department to accept a grant from the MS Office of Highway Safety for the 405D Alcohol and Drug Impaired Driving Fund (Enforcement) for FY27, in the amount of \$199,676.82. (Jeff McCutchen)

- iv. Request permission for the Oxford Police Department to apply for the FY26 Law Enforcement Mental Health and Wellness Act Program grant, for up to \$250,000.00 with no required match. (Jeff McCutchen)
- 4. Regular Agenda: Other Departments
  - 4.a. Consider appointments to multiple City of Oxford Commissions.
  - 4.b. Request permission for the Mayor to sign an agreement with the Economic Development Administration. (Amberlyn Liles)
- 5. Regular Agenda: Police Department
  - 5.a. Request permission to approve a Parade/Assembly permit for Visit Oxford to host Third Thursday—Music in the Park on September 17, 2026, October 17, 2026, November 19, 2026, and December 17, 2026, from 5:00 p.m. to 7:00 p.m. (Jeff McCutchen)
  - 5.b. Request permission to approve a Parade/Assembly permit for the Oxford-Lafayette Chamber of Commerce to host Shop Oxford on November 14, 2026, from 9:00 a.m. to 2:00 p.m. (Jeff McCutchen)
- 6. Regular Agenda: Development Services-Planning Department
  - 6.a. Request approval for Case #3371, Final Plat for 'The Heights, Phase 6' subdivision requested by Oxford Commons Lots, LLC (David Blackburn) for property located at Devonshire Drive (PPIN #37696) (James Hirsch)
  - 6.b. Request approval for Case #3372, Preliminary and Final Plat for 'Montecito Medical' subdivision requested by Montecito Medical Real Estate (Daniel Davis) for property located at 98 F.D. "Buddy" East Parkway (PPIN #40307) (James Hirsch)
- 7. Regular Agenda: Special Projects
  - 7.a. Request permission to advertise for bids for a roof coating at the Old Activity Center. (Mark Levy)
  - 7.b. Consider Change Order No. 1 from RKA Construction for the Development Services Annex Building. (Mark Levy)
  - 7.c. Request permission to advertise for bids for an Audio Visual System in the Development Services Annex building. (Mark Levy)
- 8. Regular Agenda: Development Services-Engineering Department
  - 8.a. Request permission to advertise for the 2026-2027 Material Bids for the City of Oxford, Mississippi. (John Crawley)
  - 8.b. Request permission to advertise for bids for the Oxford Square Crosswalk Lighting In-Pavement Project. (John Crawley)
  - 8.c. Consider the request from ICM Construction for extended work hours for concrete pours at Bramlett Elementary on either August 5th, August 6th, or August 7th, weather permitting. (John Crawley)
  - 8.d. Consider the request from Landmark Construction for early concrete pours at the Oxford Station Project at Oxford Way beginning Friday, July 24, 2026, until October 2026. (John Crawley)

- 8.e. Consider the request from Oak Hill Development, along County Road 101, for water service. (John Crawley)
- 8.f. Request permission to submit a modification request to the Mississippi Municipality and County Water Infrastructure (MCWI) Grant Program to adjust the project budgets for Project 107-2-DW.15 and Project 246-2-CW-5.5. (John Crawley)
- 8.g. Request to approve the low bid of Donald Smith Company, Inc. for the mTrade Wells No. 3 and No. 4 Project. (John Crawley)
- 8.h. Request to approve Change Order No. 1 for the Gus Booker Sewer Project. (John Crawley)
- 9. Regular Agenda: Closing the Meeting
  - 9.a. Consider an executive session
  - 9.b. Recess meeting until August 3, 2026, at 11:00 a.m. in the City Hall Courtroom



THE CITY OF  
**OXFORD**

**SURPLUS FORM**

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

Date of Request: 12/11/2025 \_\_\_\_\_

Department that owns Fixed Asset: \_\_\_\_\_ Oxford University Transit. \_\_\_\_\_

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

Physical Location of Asset: \_\_\_OUT\_\_\_\_\_

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

\_\_\_\_\_ Gillig \_\_\_\_\_ \ \_\_\_\_\_ 2010 \_\_\_\_\_

Make

Model

Year

VIN / Serial Number

15GGD2218Y1071157

Color

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

Description of Tool (including brand): \_\_\_\_\_

Serial Number (if none, write N/A)

Color

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

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

Name of Person Submitting Surplus Request: \_\_\_\_\_

*Donna Zampella*

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

**107 Courthouse Square  
Oxford, MS 38655**

**(p) 662-236-1310  
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Date of Request: 7/15/2026

Department that owns Fixed Asset: Building Department

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

Physical Location of Asset: Development Services Building

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

|                     |       |       |
|---------------------|-------|-------|
| _____               | _____ | _____ |
| Make                | Model | Year  |
| _____               |       | _____ |
| VIN / Serial Number |       | Color |

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

Description of Tool (including brand): Old Dell Computer

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

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

Monitor-Serial Number CN-0YKNFG-74445-6AD-A8BS-A000

Modem/Monitor - Serial Number F9MXTD3

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Person Submitting Surplus Request: Johnathan Mizell

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

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Physical Location of Asset: 9 Industrial Park Drive

| VIN / Serial Number | Color |
|---------------------|-------|
|---------------------|-------|

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

TCL serial number- 1911GTC006511A04706

Date Approved by BOA:

(p) 662-236-1310  
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**3. Request permission to declare equipment surplus and authorize its disposal. (Rob Neely)**

Please see attached surplus forms for item descriptions. This equipment is used in the Wastewater Treatment Department and is no longer used.



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Date of Request: 7-13-26

Department that owns Fixed Asset: Utilities Wastewater Treatment Plant

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

Physical Location of Asset: 559A Hwy 75 Oxford, MS. 38655

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

~~Make~~ ~~Model~~ ~~Year~~  
~~VIN / Serial Number~~ ~~Color~~

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

Description of Tool (including brand): YSI 550A D.O. meter  
N/A  
Serial Number (if none, write N/A) \_\_\_\_\_ Color \_\_\_\_\_

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

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

Name of Person Submitting Surplus Request: Sean Staggs

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

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# THE CITY OF OXFORD

## SURPLUS FORM

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Date of Request: June 30 2024

Department that owns Fixed Asset: Utilities / Wastewater Treatment Plant

Fixed Asset Tag Number (If item is not tagged, please put N/A): 02511

Physical Location of Asset: 559A Hwy 75 Oxford, MS. 38655

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

| Make                | Model | Year |
|---------------------|-------|------|
|                     |       |      |
| VIN / Serial Number | Color |      |

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

| Description of Tool (including brand): | Serial Number (if none, write N/A) | Color        |
|----------------------------------------|------------------------------------|--------------|
| <u>HP 4620 Printer</u>                 | <u>CN370341P5</u>                  | <u>Black</u> |

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

Name of Person Submitting Surplus Request: Sean Staggs

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

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Date of Request: June 30, 2026  
Department that owns Fixed Asset: Utilities - Wastewater Treatment Plant  
Fixed Asset Tag Number (If item is not tagged, please put N/A): 04027  
Physical Location of Asset: 559A HWY 7S Oxford MS 38655

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

|                     |       |       |
|---------------------|-------|-------|
| _____               | _____ | _____ |
| Make                | Model | Year  |
| _____               |       | _____ |
| VIN / Serial Number |       | Color |

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

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

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

Precision water bath  
serial # 600071471  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Person Submitting Surplus Request: Sean Staggs

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

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Date of Request: June 30, 2026  
Department that owns Fixed Asset: Utilities - Wastewater Treatment Plant  
Fixed Asset Tag Number (If item is not tagged, please put N/A): 04023  
Physical Location of Asset: 559 A HWY 75 Oxford MS 38655

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

|                     |       |       |
|---------------------|-------|-------|
| _____               | _____ | _____ |
| Make                | Model | Year  |
| _____               |       | _____ |
| VIN / Serial Number |       | Color |

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

Description of Tool (including brand): \_\_\_\_\_

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

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

All American steam sterilizer  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Person Submitting Surplus Request: Sean Staggs

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

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Date of Request: June 30, 2026  
Department that owns Fixed Asset: Utilities - Wastewater Treatment Plant  
Fixed Asset Tag Number (If item is not tagged, please put N/A): 04034  
Physical Location of Asset: 559A HWY 7 S Oxford MS 38655

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

|                     |       |       |
|---------------------|-------|-------|
| Make                | Model | Year  |
| VIN / Serial Number |       | Color |

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

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

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

Thermo Scientific Rotary Evaporator  
Serial Number A0931265-03

Name of Person Submitting Surplus Request: Sean Staggs

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

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Date of Request: June 30, 2026  
Department that owns Fixed Asset: Utilities - Wastewater Treatment Plant  
Fixed Asset Tag Number (If item is not tagged, please put N/A): 04028  
Physical Location of Asset: 559A Hwy 75 Oxford MS 38655

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

| Make                | Model | Year  |
|---------------------|-------|-------|
|                     |       |       |
| VIN / Serial Number |       | Color |

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

Description of Tool (including brand): N/A

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

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

Shelob water bath

Name of Person Submitting Surplus Request: Sean Staggs

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

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Date of Request: 07/15/2026

Department that owns Fixed Asset: Stronger Together Oxford

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

Physical Location of Asset: Old OPC Building

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

Dell \ Nov 2017

| Make                                    | Model | Year    |
|-----------------------------------------|-------|---------|
| S/N: CN- OYKNFG - WS200 - 7BPB1XL - A04 |       | \ Black |

| VIN / Serial Number | Color |
|---------------------|-------|
|---------------------|-------|

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

Description of Tool (including brand): \_\_\_\_\_

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

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

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

Service Tag: HNG77C2

Express SVC Code: 38423231714

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Person Submitting Surplus Request: Marlee Carpenter

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

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Date of Request: 07/15/2026

Department that owns Fixed Asset: Stronger Together Oxford

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

Physical Location of Asset: Old OPC Building

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

Dell \ JAN 2021

| Make                                        | Model | Year  |
|---------------------------------------------|-------|-------|
| S/N: CN - 07W4X2 - WSL00 - 116 - 228U - AOZ |       | Black |

| VIN / Serial Number | Color |
|---------------------|-------|
|                     |       |

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

Description of Tool (including brand): \_\_\_\_\_

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

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

Service Tag: BF5NC23

Express SVC Code: 24861085131

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Person Submitting Surplus Request: Marlee Carpenter

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

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Date of Request: 07/15/2026  
Department that owns Fixed Asset: Stronger Together Oxford  
Fixed Asset Tag Number (If item is not tagged, please put N/A): 001812  
Physical Location of Asset: Old OPC Building

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

|                                  |          |                 |
|----------------------------------|----------|-----------------|
| <u>Dell</u>                      | <u>\</u> | <u>Feb 2013</u> |
| Make                             | Model    | Year            |
| <u>S/N: OPHSNY-7446-32K-A79L</u> | <u>\</u> | <u>Black</u>    |
| VIN / Serial Number              |          | Color           |

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

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

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

Service Tag: 7RPC3VI  
Express SVC Code: 16912618381  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Person Submitting Surplus Request: Marlee Carpenter

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

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Date of Request: 6-15-26

Department that owns Fixed Asset: Landscape Services

Fixed Asset Tag Number (If item is not tagged, please put N/A): 03046

Physical Location of Asset: Shop

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

|                     |       |      |
|---------------------|-------|------|
| Make                | Model | Year |
| VIN / Serial Number | Color |      |

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

|                                                           |               |
|-----------------------------------------------------------|---------------|
| Description of Tool (including brand): <u>Stihl FC 96</u> |               |
| <u>612336481</u>                                          | <u>Orange</u> |
| Serial Number (if none, write N/A)                        | Color         |

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

|  |
|--|
|  |
|  |
|  |
|  |
|  |

Name of Person Submitting Surplus Request: Nick Matthews

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

107 Courthouse Square  
Oxford, MS 38655

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(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****JULY 14, 2026 - JULY 15, 2026****TO BE APPROVED: JULY 21, 2026**

| <b>ACCOUNT<br/>NUMBER</b> | <b>CUSTOMER NAME</b>           | <b>ADDRESS</b>           | <b>WATER<br/>ADJUSTMENT</b> | <b>SEWER<br/>ADJUSTMENT</b> | <b>ADJUSTMENT<br/>TYPE</b> |
|---------------------------|--------------------------------|--------------------------|-----------------------------|-----------------------------|----------------------------|
| 202534-003706             | ANDY MILLER                    | 3606 LYLES DRIVE         | -\$17.75                    | -\$23.60                    | INSIDE                     |
| 203024-103003             | WANDA S BUFORD                 | 4321 MOCKINGBIRD ROAD    | -\$28.76                    | -\$75.99                    | OUTSIDE                    |
| 005051-029866             | NORTH MISSISSIPPI HAND THERAPY | 1204 C OFFICE PARK DRIVE | -\$25.46                    | -\$31.62                    | INSIDE                     |
| 205497-105404             | KEVIN SHAWN                    | 201 TANNER DRIVE         | X                           | -\$61.36                    | POOL FILL                  |
| 208048-107801             | FORREST HINTON                 | 571 SHACKLEFORD ROAD     | -\$7,103.55                 | -\$18,888.97                | OUTSIDE                    |
| 005596-051823             | CHRISTY STRANSKY               | 311 SUMNER COURT         | -\$427.42                   | -\$1,136.58                 | OUTSIDE                    |
| 005797-055071             | CHRISTOPHER GILLILAND          | 201 THISTLE LANE         | -\$61.77                    | -\$163.78                   | OUTSIDE                    |
| <b>TOTAL:</b>             |                                |                          | <b>-\$7,664.71</b>          | <b>-\$20,381.90</b>         |                            |



**OXFORD**  
DEVELOPMENT  
SERVICES

# MEMORANDUM

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**To:** Robyn Tannehill, Mayor, & Board of Alderman

**From:** Kevin Vanlandingham, Engineering Technician

**CC:** Hollis Green, COO/ John Crawley, P.E., City Engineer,  
Finance Administration Department

**Date:** July 21, 2026

**Re:** Mississippi Damage Prevention Summit,  
Biloxi, MS

Engineering requests permission for an employee to attend the Mississippi Damage Prevention Summit in Biloxi, MS, November 3-7, 2026.

Please see the following estimated expenses:

Registration=\$290.00

Meals =\$340.00 (including travel days on 11/3 and 11/7)

Hotel=\$600.00

**Total=\$1,230.00**

2. **Request permission for Engineer to attend the TVPPA Engineering and Operations Conference in Chattanooga, TN on August 27-29, 2025 (\$1,371.00) (Rob Neely) (Rob Neely)**

This is an important meeting for our electrical engineer, Brian Hudson, to attend. It will offer valuable training, workshops and professional development hours for our engineer, so I would request that he be allowed to attend. This travel and training is included in the FY2027 Budget.

**TVPPA Engineering and Operations Conference  
August 19-21, 2026/Chattanooga, TN**

**Brian Hudson**

|              |               |
|--------------|---------------|
| Registration | \$639.00      |
| Meals        | 222.00        |
| Hotel        | <u>510.00</u> |
| TOTAL        | \$1,371.00    |

# FY27 MOHS PI&E GRANT AGREEMENT

Mississippi Office of Highway Safety

P.O. Box 958

Jackson, MS 39205

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                     |                                                                                                               |                                                                                                                                                                                  |                                                                                                                                  |                    |                     |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------------|--|
| <b>1. Sub-grantee's Name &amp; Mailing Address:</b><br><br><b>City of Oxford</b><br><b>Oxford Police Department</b><br><b>9 Industrial Park Drive</b><br><b>Oxford, MS 38655</b><br><br>Telephone Number: (662) 232-2400<br>E-Mail:MississippiTIDE@oxfordpolice.net                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                     | <b>2. Effective Date of Grant: October 1, 2026</b>                                                            |                                                                                                                                                                                  |                                                                                                                                  |                    |                     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                     | <b>3. Subgrant Number: M5TR-2027-MD-22-51 Conditional</b>                                                     |                                                                                                                                                                                  |                                                                                                                                  |                    |                     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                     | <b>4. Grant Identifier (Funding Source &amp; Year):</b><br><b>405D Alcohol and Drug Impaired Driving FY27</b> |                                                                                                                                                                                  |                                                                                                                                  |                    |                     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                     | <b>5. Beginning and Ending Dates:</b><br><b>October 1, 2026 – September 30, 2027</b>                          |                                                                                                                                                                                  |                                                                                                                                  |                    |                     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                     | <b>6. Subgrant Payment Method:</b><br><u>  X  </u> Cost Reimbursement Method                                  |                                                                                                                                                                                  |                                                                                                                                  |                    |                     |  |
| <b>7. CFDA # - 20.616</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                     | <b>8. UEI # - C6FVY2CCKGH6</b>                                                                                |                                                                                                                                                                                  | <b>9. Congressional District: 01</b>                                                                                             |                    |                     |  |
| <b>10. A:FAIN #:</b><br>69A3752530000405DMSM<br>69A3752630000405DMSM<br>69A3752530SUP405DMSM<br>69A3752630SUP405DMSM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                     | <b>11.A: Initial Federal Award Date:</b><br>10/01/2024<br>10/01/2025                                          |                                                                                                                                                                                  | <b>11.C: Additional Federal Award Date:</b>                                                                                      |                    |                     |  |
| <b>10.B. Federal Awarding Agency:</b><br><br>NHTSA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                     | <b>11.B: Secondary Federal Award Date:</b>                                                                    |                                                                                                                                                                                  | <b>12. Research and Development Grant:</b><br>____ Yes <u>  X  </u> No<br><br>Continuation Grant:<br><u>  X  </u> Yes    ____ No |                    |                     |  |
| <b>13. The following funds are obligated:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                     |                                                                                                               |                                                                                                                                                                                  |                                                                                                                                  |                    |                     |  |
| <b>A. COST CATEGORY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                     | <b>B. SOURCE OF FUNDS</b>                                                                                     |                                                                                                                                                                                  | <b>C. MATCH</b>                                                                                                                  |                    | <b>D. RATIO%</b>    |  |
| (1) Personal Services-Salary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$275,747.68        | (1) Federal                                                                                                   | \$745,030.52                                                                                                                                                                     |                                                                                                                                  |                    |                     |  |
| (2) Personal Services-Fringe                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$73,555.70         | (2) State                                                                                                     |                                                                                                                                                                                  |                                                                                                                                  |                    |                     |  |
| (3) Contractual Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$61,056.52         | (3) Local                                                                                                     |                                                                                                                                                                                  |                                                                                                                                  |                    |                     |  |
| (4) Travel                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$266,435.65        | (4) Other                                                                                                     |                                                                                                                                                                                  |                                                                                                                                  |                    |                     |  |
| (5) Equipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$2,844.46          | Total:                                                                                                        | \$745,030.52                                                                                                                                                                     |                                                                                                                                  |                    |                     |  |
| (6) Commodities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$12,995.00         | <b>E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:</b>                                                 |                                                                                                                                                                                  |                                                                                                                                  |                    |                     |  |
| (7) Indirect Costs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$52,395.51         | Number of Grants: 3                                                                                           | 405D                                                                                                                                                                             | 405D                                                                                                                             | 402PT              | TOTAL               |  |
| TOTAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>\$745,030.52</b> | TOTAL:                                                                                                        | <b>\$745,030.52</b>                                                                                                                                                              | <b>\$199,676.82</b>                                                                                                              | <b>\$20,877.30</b> | <b>\$965,584.64</b> |  |
| <p>The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances; Designation of Secondary Official (If Applicable); Fiscal Control and Fund Accounting Procedures.</p> <p>All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.</p> |                     |                                                                                                               |                                                                                                                                                                                  |                                                                                                                                  |                    |                     |  |
| <b>14. Approved for Grantee:</b><br><br>_____<br>Signature Date<br><b>Helen Porter, Office Director, MS Office of Highway Safety</b><br><br>_____<br>Signature Date<br><b>Joshua Broman, Executive Director / Governor's Representativ</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                     |                                                                                                               | <b>15. Approved for Sub-Grantee:</b><br><br>_____<br>Signature <u>original signature in blue ink</u> Date<br><b>Name: Robyn Tannehill</b><br><b>Title: Mayor, City of Oxford</b> |                                                                                                                                  |                    |                     |  |

\_\_\_\_\_  
Authorizing Official's Signature  
(Mayor, Board President, Commissioner, Director)

\_\_\_\_\_  
Date

Robyn Tannehill

Mayor

Print Authorizing Official's Name

Authorizing Official's Title

**ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:**

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

As the Authorized Official for, City of Oxford, Mississippi (Sub-Grantee Name), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until all parties (MOHS, PSP Executive Director/Governor's Rep and Authorized Official) have signed, dated and fully executed the Grant Agreement.

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

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

\_\_\_\_\_  
original signature in blue ink  
Authorizing Official's Signature  
(Mayor, Board President, Commissioner, Director)

\_\_\_\_\_  
Date

Robyn Tannehill

Mayor

Print Authorizing Official's Name

Authorizing Official's Title



**LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED**

WHEREAS, the City of Oxford, Mississippi  
(Governing Body of Unit of Government)

Herein called the “**SUB-GRANTEE**” has thoroughly considered the problem addressed in the application  
(Program Funding Source) \_\_\_\_\_ and has reviewed the  
project described in the agreement; and

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

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

IN THE JURISDICTION Oxford MISSISSIPPI, THIS \_\_\_\_\_ Day of  
\_\_\_\_\_, 20\_\_\_\_ AS FOLLOWS:

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. Robyn Tannehill, Mayor  
(Name and Title of Representative) is authorized to accept, on behalf of the Sub-Grantee,  
an award in the form prescribed by the Mississippi Office of Highway Safety for federal funding in the  
amount of \$ 745,030.52 to be made to the Sub-Grantee defraying the cost of the  
(Federal Dollar Requested)  
project described in the award.
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)

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

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

**Date:** \_\_\_\_\_

**Seal** (City/County Seal is required)

**Attest By:** \_\_\_\_\_ sign in blue ink

**Title:** \_\_\_\_\_

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

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

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

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

Organization Name: Oxford Police Department

Mailing Address: 9 Industrial Park Drive

City: Oxford Zip Code: 38655

Telephone Number: ( ) 662-232-2400 Cellular Number: ( ) \_\_\_\_\_

Email Address: mississippitide@oxfordpolice.net

Signature of Designated Secondary Signatory Official: \_\_\_\_\_  
Chief's Signature in Blue Ink

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

Signature: \_\_\_\_\_ Title: Mayor  
Mayor's signature in blue ink  
(Authorizing Official)

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

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

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

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

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

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

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

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

---

**Authorizing Official's Signature**  
**(Mayor, Board President, Commissioner, Director)**

Robyn Tannehill  
**Print Authorizing Official's Name**

---

**Date**

Mayor  
**Authorizing Official's Title**

## **FY27 Sub-Grantee Project Description (Public Information and Education)**

The Oxford Police Department Law Enforcement Training Coordination is a statewide program to provide Alcohol and Drug Impaired Driving training to all law enforcement officers. The program will expand training of the state and local law enforcement officers in Mississippi. The program proposes to provide technical assistance and training to law enforcement agencies throughout the state, which will assist in the increase in DUI Alcohol and Drug arrests.

The Oxford Police Department Law Enforcement Training Coordination use the funding for salaries part-time and full-time, fringe, contractual services, travel, equipment, commodities, and indirect costs that has been reviewed and approved by the MOHS. All information on the budget can be found on the Cost Summary Support Sheet.

## **FY27 Sub-Grantee-Target(s), Performance Measures and Strategies**

**Agency Name:** City of Oxford/Oxford Police Department – Law Enforcement Training Coordination

List the target(s) that the sub-grantee will accomplish during the FY27 grant year. Performance measures should be set to help the sub-grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

### **Target(s):**

The agency of Oxford Police Department's Training for Impaired Driving Enforcement Program will attribute to the reduction in the number of statewide alcohol related fatalities from 155 in 2023 to 152 by the end of 2027.

The agency of Oxford Police Department's Training for Impaired Driving Enforcement Program will attribute to the reduction in the number of statewide drug impaired related fatalities from 55 in 2023 to 52 by the end of 2027.

### **Performance Measures:**

Increase the number of law enforcement officers trained in SFST from 296 in FY25 to 299 in FY27.

Increase the number of law enforcement officers trained in ARIDE from 99 in FY25 to 101 in FY27.

Train 10 law enforcement officers in DRE in FY27.

Train 10 SFST Instructors in FY27

### **Strategies**

Conduct a minimum of **12** SFST training statewide (Northern, Central, and Southern Regions) on Basic DUI to law enforcement officers.

Conduct **1** SFST Instructor School.

Conduct SFST recertifications.

Provide Basic DUI Enforcement/SFST/Case Law overviews and refresher presentations for agencies, organizations, and academies as needed.

Conduct at least **6** ARIDE training statewide (Northern, Central, and Southern Regions) to law enforcement officers.

Conduct/facilitate/oversee/participate in at least **1** DRE school to train officers from Mississippi and facilitate/oversee their instructor supervised field certifications in state or out of state and conduct their Final Knowledge Exam session following field certifications.

Conduct at least **1** DRE Continuing Education class to meet required CEUs by IACP for DREs.

Develop and maintain a yearly calendar detailing the training type, location, etc.

Meet with agencies to set up training as needed.

Maintain records and officer certifications for all training classes, presentations, and other activities.

Attend tasks force and strategic planning meeting on a quarterly basis.

Work in conjunctions with a Traffic Safety Resource Prosecutor in conducting case law overviews, impaired driving enforcement related training at Mississippi Prosecutor's Conferences, Mississippi Judges' Conferences, and other Law Enforcement Conferences/Trainings/Forums, ie basic DUI/SFST presentations/updates/trainings and case law reviews to law enforcement oriented professional development and continuing education conferences, trainings, and forums.

## FY27 MOHS Tasks By Quarters

**Agency Name:** City of Oxford/Oxford Police Department – Law Enforcement Training Coordination

### PROJECTION TASKS BY QUARTERS:

| SCHEDULE PROJECTION OF TASKS BY QUARTERS                                                                                                                                                                                                                                                                                                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters. |
| <b>1<sup>st</sup> QUARTER (OCTOBER, NOVEMBER &amp; DECEMBER)</b>                                                                                                                                                                                                                                                                          |
| Train officers during quarter in SFST to reach a goal of <u>299</u> for FY2027.                                                                                                                                                                                                                                                           |
| Train officers during quarter in ARIDE to reach a goal of <u>101</u> for FY2027.                                                                                                                                                                                                                                                          |
| Train officers during quarter in DRE to reach a goal of <u>10</u> for FY2027.                                                                                                                                                                                                                                                             |
| Train officers as SFST Instructors during quarter to to reach a goal of <u>10</u> for FY2027.                                                                                                                                                                                                                                             |
| Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)                                                                                                                           |
| <b><u>Additional Tasks:</u></b>                                                                                                                                                                                                                                                                                                           |
| <b>Projected Expenditures for 1<sup>st</sup> Quarter: \$186,257.63</b>                                                                                                                                                                                                                                                                    |

## FY27 MOHS TASK BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department – Law Enforcement Training Coordination

### PROJECTION TASK BY QUARTERS

#### SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

#### **2<sup>nd</sup> QUARTER (JANUARY, FEBRUARY & MARCH)**

Train officers during quarter in SFST to reach a goal of 299 for FY2027.

Train officers during quarter in ARIDE to reach a goal of 101 for FY2027.

Train officers during quarter in DRE to reach a goal of 10 for FY2027.

Train officers as SFST Instructors during quarter to reach a goal of 10 for FY2027.

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

#### **Additional Tasks:**

**Projected Expenditures for 2<sup>nd</sup> Quarter: \$186,257.63**

## FY27 MOHS TASK BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department – Law Enforcement Training Coordination

### PROJECTION TASK BY QUARTERS

#### SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

#### **3<sup>RD</sup> QUARTER (APRIL, MAY & JUNE)**

Train officers during quarter in SFST to reach a goal of 299 for FY2027.

Train officers during quarter in ARIDE to reach a goal of 101 for FY2027.

Train officers during quarter in DRE to reach a goal of 10 for FY2027.

Train officers as SFST Instructors during quarter to to reach a goal of 10 for FY2027.

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

#### **Additional Tasks:**

**Projected Expenditures for 3<sup>rd</sup> Quarter: \$186,257.63**



## FY27 MOHS TASK BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department – Law Enforcement Training Coordination

### PROJECTION TASK BY QUARTERS

#### SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

#### **4<sup>TH</sup> QUARTER (JULY, AUGUST & SEPTEMBER)**

Train officers during quarter in SFST to reach a goal of 299 for FY2027.

Train officers during quarter in ARIDE to reach a goal of 101 for FY2027.

Train officers during quarter in DRE to reach a goal of 10 for FY2027.

Train officers as SFST Instructors during quarter to to reach a goal of 10 for FY2027.

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

#### **Additional Tasks:**

**Projected Expenditures for 4<sup>th</sup> Quarter: \$186,257.63**

## FY27 Mississippi Office of Highway Safety-Cost Summary Support Sheet

| <b>1. Applicant Agency: City of Oxford/Oxford Police Department - Law Enforcement Training Coordination</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                 |                                      |                                      |
|-------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|--------------------------------------|--------------------------------------|
| <b>2. Subgrant Number:</b><br>M5TR-2027-MD-22-51                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>3. Grant ID: 405D Alcohol and Drug Impaired Driving FY27</b> | <b>4. Beginning: October 1, 2026</b> | <b>5. Ending: September 30, 2027</b> |
| <b>6. Activity: Alcohol &amp; Drug Law Enforcement Training Coordination</b>                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                 |                                      |                                      |
|                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                 |                                      |                                      |
| 7. Category & Line Item                                                                                     | 8. Description of item and/or Basis for Valuation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 9. Budget                                                       |                                      |                                      |
|                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Federal                                                         | All Other                            | Total                                |
| Personal Services-Salary                                                                                    | Full-Time Training Director @ approx. \$35.83 x @ approx. 2080 hours =<br><b>\$74,526.40</b><br><br>Full-Time Statewide Training Coordinator @ approx. \$35.83 x @ approx. 2080 hours =<br><b>\$74,526.40</b><br><br>Part Time Grant Administrator @ approx. \$35.83 x @ approx. 1560 hours =<br><b>\$55,894.80</b><br><br>Part-Time Training Coordinator @ approx. \$35.83 x @ approx. 988 hours =<br><b>\$35,400.04</b><br><br>Part-Time Training Coordinator @ approx. \$35.83 x @ approx. 988 hours =<br><b>\$35,400.04</b><br><br><b>Total Salaries = \$275,747.68</b> | <b>\$275,747.68</b>                                             |                                      | <b>\$275,747.68</b>                  |
| Personal Services-Fringe                                                                                    | <b><u>Full Time Training Director</u></b><br>FICA @ \$74,526.40 x 7.65% = <b>\$5,701.27</b><br><b><u>October 01, 2026 - June 30, 2027</u></b><br>Retirement @ \$55,894.77 x @ approx. 18.90% = <b>\$10,564.11</b><br><b><u>July 1, 2027 - September 30, 2026</u></b><br>Retirement \$18,631.63 x @ approx. 19.4% = <b>\$3,614.54</b><br><br><b><u>Full Time Statewide Training Coordinator</u></b><br>FICA @ \$74,526.40 x 7.65% = <b>\$5,701.27</b>                                                                                                                        | <b>\$73,555.70</b>                                              |                                      | <b>\$73,555.70</b>                   |

|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                    |  |                    |
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|                      | <p><b><u>October 01, 2026 - June 30, 2027</u></b><br/> Retirement @ \$55,894.77 x @ approx. 18.90% = <b>\$10,564.11</b></p> <p><b><u>July 1, 2027 - September 30, 2027</u></b><br/> Retirement \$18,631.63 x @ approx. 19.4% = <b>\$3,614.54</b></p> <p><b><u>Part Time Grant Adminstrator</u></b><br/> FICA @ \$55,894.80 X 7.65% = <b>\$4,275.95</b></p> <p><b><u>October 1, 2026 thru June 30, 2027</u></b><br/> Retirement: \$41,921.10 x @ approx. 18.9% = <b>\$7,923.09</b></p> <p><b><u>July 1, 2027 thru September 30, 2027</u></b><br/> Retirement: \$13,973.70 x @ approx. 19.4%= <b>\$2,710.90</b></p> <p><b><u>Part Time Training Coordinator</u></b><br/> FICA @ \$35,400.04 X 7.65% = <b>\$2,708.10</b></p> <p><b><u>October 1, 2026 thru June 30, 2027</u></b><br/> Retirement: \$26,550.04 x @ approx. 18.9% = <b>\$5,017.96</b></p> <p><b><u>July 1, 2027 thru September 30, 2027</u></b><br/> Retirement: \$8,850.00 x @ approx. 19.4%= <b>\$1,716.90</b></p> <p><b><u>Part Time Training Coordinator</u></b><br/> FICA @ \$35,400.04 X 7.65% = <b>\$2,708.10</b></p> <p><b><u>October 1, 2026 thru June 30, 2027</u></b><br/> Retirement: \$26,550.04 x @ approx. 18.9% = <b>\$5,017.96</b></p> <p><b><u>July 1, 2027 thru September 30, 2027</u></b><br/> Retirement: \$8,850.00 x @ approx. 19.4%= <b>\$1,716.90</b></p> <p><b>Total Fringe = \$73,555.70</b></p> |                    |  |                    |
| Contractual Services | <p><b><u>Wireless Internet</u></b><br/> @ approx. \$160.04 x 12 months = <b>\$1,920.48</b></p> <p><b><u>Shipping and Handling Fees/Freight</u></b><br/> @ approx. \$107.10 x 12 months = \$1,285.20 not to exceed <b>\$1,285.00</b></p> <p><b><u>Postage</u></b><br/> @ approx. \$12.17 x 12 months: <b>\$146.04</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>\$61,056.52</b> |  | <b>\$61,056.52</b> |

|                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                     |  |                     |
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|                                                                                                                                                                  | <p><b><u>Copier</u></b><br/> @ approx. \$0.10 x 18,000 = <b>\$1,800.00</b></p> <p><b><u>Training Space/Meeting Rooms</u></b><br/> SFST Classes/SFST Instructor School @ approx. = <b>\$4,900.00</b></p> <p>ARIDE Classes: @ approx.= <b>\$800.00</b></p> <p>DRE Class/Field Certification/Final Knowledge Exam Training space/Required Continuation Education Class: @ approx. <b>\$11,500.00</b></p> <p><b>Total Training Space Meeting Room = \$17,200.00</b></p> <p><b><u>Printing Manuals, Handouts, and Tests</u></b><br/> SFST Classes/SFST Instructor School Participants Material/Instructor School Instructor Material/Instructor Manual for revised curriculum<br/> Printing: approx. 20 manual/handouts/test sets x 12 classes x \$35.00 (cost per manual/handouts/test set) = <b>\$26,350.00</b></p> <p>ARIDE Classes Printing for Participant materials/ARIDE Instructor Manual for revised curriculum @ approx.. = <b>\$8,075.00</b></p> <p>DRE Pre-School Student manuals/ DRE Pre-School Instructor manuals/ DRE Instructor Development Course/ DRE Instructor Development Course – Student(s)/ DRE School, Student manuals/ DRE School, Instructor manuals/ DRE Continuing Education Class/ DRE Final Knowledge Exam -Student Testing Booklets Printing: manual/handouts/test set) = <b>\$4,280.00</b></p> <p><b>Total Printing = \$38,705.00</b></p> <p><b>Contractual Services Total: \$61,056.52</b></p> |                     |  |                     |
| <p>Travel</p> <p>Meals can only be claimed with an overnight hotel stay.</p> <p>Meals will be reimbursed at the rate according to MOHS and State guidelines.</p> | <p><b><u>In-State Staff Travel for approximately 15 SFST Classes:</u></b><br/> Mileage @ approx. 450 miles x @ approx. \$0.725/per mile = \$326.25 x @ approx. 15 classes x @ approx. 3 instructors (for travel to class and between class/lodging) = <b>\$14,681.25</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>\$266,435.65</b> |  | <b>\$266,435.65</b> |

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| <p>Itemized receipts are required on all In-state travel</p> <p>Mileage can only be reimbursed on a <u>personal</u> vehicle. Mileage cannot be claimed when using a state/agency issued vehicle.</p> <p>Mileage will be reimbursed at a rate according to MOHS and State guidelines.</p> <p>Proof of mileage should be received with all Mileage reimbursement. Travel cost must coincide with all MOHS, state and federal guidelines, policies, rates. (Ex. MapQuest)</p> <p>Ground Transportation: Fares, fees, and surcharges for taxi, shuttle, airport transportation services, ride sharing services (Uber, Lyft, etc.) from airport to hotel and from hotel to airport.</p> | <p>Lodging: @ approx. \$125.00/per night x 3 nights x @ approx. 15 classes x @ approx. 3 instructors = <b>\$16,875.00</b></p> <p>Meals: @ approx. \$68.00 per day x 4 days = \$272.00 x @ approx. 15 classes x @ approx. 3 instructors = <b>\$12,240.00</b></p> <p>Meal gratuity: \$12,240.00 x 20% = <b>\$2,448.00</b></p> <p><b>In-State Staff Travel Total: \$46,244.25</b></p> <p><b><u>In-State Trainings/Conferences: Sheriffs, Chiefs, Prosecutors, Judges Conferences, and Law Enforcement (STORM) Trainings/Conferences</u></b></p> <p>Mileage: @ approx. 550 miles x @ approx. \$0.725/per mile = \$398.75 x @ approx. 3 instructors (for travel to class and between class/lodging) x 4 conferences = <b>\$4,785.00</b></p> <p>Lodging: @ approx. \$125.00 per night x @ approx. 3 nights x @ approx. 3 instructors x 4 classes = <b>\$4,500.00</b></p> <p>Meals: @ approx. \$68.00 per day x 4 days = \$272.00 x @ approx. 3 instructors x 4 conference/trainings = <b>\$3,264.00</b></p> <p>Meal gratuity: \$3,264.00 x 20% = <b>\$652.80</b></p> <p><b>In-State Training/Conferences Total: \$13,201.80</b></p> <p><b><u>In-State SFST Instructor School</u></b></p> <p>Mileage @ approx. 200 miles x \$0.725/per mile x @ approx. 25 people = <b>\$3,625.00</b></p> <p>Lodging: @ approx. \$125.00 per night x 4 nights x @ approx. 25 rooms = <b>\$12,500.00</b></p> <p>Meals: @ approx. \$68.00 per day x 5 days x @ approx. 25 people = <b>\$8,500.00</b></p> <p>Meal gratuity: \$8,500.00 x 20% = <b>\$1,700.00</b></p> <p><b>In-State SFST Instructor School Total: \$26,325.00</b></p> |  |  |  |
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|  | <p><b><u>MOHS Meetings</u></b><br/> Mileage for task force meeting with MOHS: @ approx. 200 miles round trip x @ approx. \$0.725 per mile x @ approx. 4 meetings x 2 staff = <b>\$1,160.00</b></p> <p><b>MOHS Meeting Total: \$1,160.00</b></p> <p><b><u>In-State Staff Travel for approximately 9 ARIDE Classes</u></b><br/> Mileage for travel to class and between class/lodging @ approx. 450 miles x @ approx. \$0.725/per mile x @ approx. 9 classes x @ approx. 3 instructors = <b>\$8,808.75</b></p> <p>Lodging for Instructors: @ approx. \$125.00 per night x 2 nights x @ approx. 9 classes x @ approx. 3 instructors = <b>\$6,750.00</b></p> <p>Meals for Instructors: @ approx. \$68.00 per day x 3 days = \$204.00 x @ approx. 9 classes x @ approx. 3 instructors = <b>\$5,508.00</b></p> <p>Meal gratuity: \$5,508.00 x 20% = <b>\$1,101.60</b></p> <p><b>In-State Travel ARIDE Classes Total: \$22,168.35</b></p> <p><b><u>In-State/Out of State DRE School</u></b><br/> Mileage for travel to class and between class/lodging @ approx. 1,000 miles x @ approx. \$0.725/per mile x 25 people = <b>\$18,125.00</b></p> <p>Lodging: @ approx. \$125.00 per night x 9 nights x @ approx. 25 rooms = <b>\$28,125.00</b></p> <p>Meals: @ approx. \$68.00 per day x 11 days x 25 people = <b>\$18,700.00</b></p> <p>Meal gratuity: \$18,700.00 x 20% = <b>\$3,740.00</b></p> <p><b>In-State/Out of State DRE School Total: \$68,690.00</b></p> <p><b><u>In-State/Out-of-State DRE Field Certification</u></b><br/> Mileage: @ approx. 1,300 miles x @ approx. \$0.725/per mile x @ approx. 25</p> |  |  |  |
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| <p>people = <b>\$23,562.50</b></p> <p>Lodging: @ approx. \$160.00 (including room rate and tax) per night X 5 nights x 25 rooms = <b>\$20,000.00</b></p> <p>Meals: @ approx. \$68.00 per day x 6 days x @ approx. 25 people = <b>\$10,200.00</b></p> <p>Meal gratuity: \$10,200.00 x 20% = <b>\$2,040.00</b></p> <p>Parking charges/taxes/fees: @ approx. \$25.00 x 5 nights x @ approx. 25 people = <b>\$3,125.00</b></p> <p><b>In-State/Out-of-State DRE Field Certification Total: \$58,927.50</b></p> <p><b><u>In-State/Out-of-State DRE Final Knowledge Exam</u></b></p> <p>Mileage for travel to class and between class/lodging @ approx. 150 miles x @ approx. \$0.725 per mile x @ approx. 25 people = <b>\$2,718.75</b></p> <p>Lodging: @ approx. \$125.00 per night x @ approx. 25 instructors/instructor candidates/staff = <b>\$3,125.00</b></p> <p>Meals: @ approx. \$68.00 per day x 2 days x @ approx. 25 people = <b>\$3,400.00</b></p> <p>Meal gratuity: \$3,400.00 x 20% = <b>\$680.00</b></p> <p><b>In-State/Out-of-State DRE Final Knowledge Exam Total: \$9,923.75</b></p> <p><b><u>DRE Continuing Education Class for IACP-CEUs</u></b></p> <p>Mileage for travel to class and between class/lodging @ approx. 300 miles x @ approx. \$0.725 per mile x @ approx. 10 people = <b>\$2,175.00</b></p> <p>Lodging: @ approx. \$125.00 per night x @ approx. 10 rooms = <b>\$1,250.00</b></p> <p>Meals: @ approx. \$68.00 per day x 2 days x @ approx. 10 people = <b>\$1,360.00</b></p> |  |  |  |
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|             | <p>Meal gratuity: \$1,360.00 x 20% = <b>\$272.00</b></p> <p><b>DRE Continuing Education Class Total: \$5,057.00</b></p> <p><b><u>IACP Impaired Driving Conference on Drugs, Alcohol, and Impaired Driving</u></b></p> <p>Registration: \$875.00 x 4 people = <b>\$3,500.00</b></p> <p>Lodging: @ approx. \$300.00 (including room rate and tax) per night x 4 nights x 4 people = <b>\$4,800.00</b></p> <p>Airfare: \$500.00 x 4 people = <b>\$2,000.00</b></p> <p>Meals: \$92.00 per day x 5 days x 4 people = <b>\$1,840.00</b></p> <p>Meal gratuity: \$1,840.00 x 20% = <b>\$368.00</b></p> <p>Baggage fees: \$90.00 x 4 people = <b>\$360.00</b></p> <p>Ground Transportation: \$150.00 x 4 people = <b>\$600.00</b></p> <p>Mileage from duty station to Local/In-State Airport and return: @ approx. 300 miles x @ approx. \$0.725 per mile x 4 people = <b>\$870.00</b></p> <p>Parking: \$100.00 x 4 people = <b>\$400.00</b></p> <p><b>IACP Impaired Driving Conference Total: \$14,738.00</b></p> <p><b>Total Travel: \$266,435.65</b></p> |                    |  |                    |
| Equipment   | <p>Dell Pro 14 Laptop @ approx. \$1,422.23 x 2 = <b>\$2,844.46</b></p> <p><b>Total Equipment = \$2,844.46</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>\$2,844.46</b>  |  | <b>\$2,844.46</b>  |
| Commodities | <p><b><u>Office Supplies/Classroom/Instructor School Materials:</u></b><br/>           Adhesive/sticky Notes, Batteries, Binder clips, Binders Rings, Binders, Bubble Mailers, Business Cards, Calculator, Calculator Tape, Calendars, Card Stock, Cardboard Mailers, CD/DVDs, CD/DVD cases, Certificate Jackets, Certificates, Certificate Paper, Clips, Copy Paper,</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>\$12,995.00</b> |  | <b>\$12,995.00</b> |



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|                | <p>Letterhead, Letterhead envelopes, Day Planners, Dividers/tabs, Tape, Tape Dispenser, Duct Tape, Envelopes, Erasers, Extension Cord, Fasteners, Fax Cartridges, File Boxes, File Cart, Folder Pockets, Folders, Hanging Folders, Highlighters, Hole Punch, Index Cards, Index tabs, Labels, Latex gloves, Letter Opener, Markers, Name Tags, Note Pads, Pen/Pencil Refills, Pencil Sharpener, Pencils, Pens, Permanent Markers, Poster Boards, Printer Cartridges, Printer Ink, Printer Toner, Punch-Hole Reinforces, Push Pins, Re-Cert Cards, Report Covers, Rubber bands, Rulers/Yard Stick/Tape Measure, Scissors, Seals, Sheet Protectors, Document Sleeves, Staple Remover Staplers, Staples, Tent Cards, Thumb Drives, Wall Calendars, White Out, Mouthpieces, Alcohol tests, Oral Fluid tests, Saliva tests, Urine tests, Drug screening kits, Calculator ink, Projector bulbs, etc. = <b>\$4,500.00</b></p> <p><b>Total Office Supplies: \$4,500.00</b></p> <p><b><u>PBTs Required for SFST and DRE Training</u></b><br/> Alco-Sensor FST: (2) x @ approx. \$490.00 each = <b>\$980.00</b></p> <p><b><u>Sotoxa Test Screening Cartridges Colletction Kit</u></b><br/> Oral Fluid Testing cartridges: (2) box of 25 cartridges @ \$685.00/box = <b>\$1,370.00</b></p> <p><b><u>For Training: Mouthpieces for PBTs for SFST and DRE Class</u></b><br/> 1000 x @ approx. \$0.27 each = <b>\$270.00</b></p> <p><b><u>DRE Kits Required for DRE Class</u></b><br/> 16 DRE Kits @ \$350.00/each = <b>\$5,600.00</b></p> <p><b><u>Urine Screening Kits for DRE Class</u></b><br/> 50 Urine Testing kits: x @ approx. \$5.50 per kit = <b>\$275.00</b></p> <p><b>Total Commodity = \$12,995.00</b></p> |                    |  |                    |
| Indirect Costs | <p>(\$349,303.38) x (15% de minimus rate) = <b>\$52,395.51</b></p> <p>Indirect Cost Total = <b>\$52,395.51</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>\$52,395.51</b> |  | <b>\$52,395.51</b> |

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|---------------|---------------------|---------------|---------------------|
| <b>TOTALS</b> | <b>\$745,030.52</b> | <b>\$0.00</b> | <b>\$745,030.52</b> |
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# Mississippi Office of Highway Safety

## **FY27 Agreement of Understanding and Compliance**

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

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

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

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

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

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

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

### **I. REIMBURSEMENT OF ELIGIBLE EXPENSES**

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

documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.

- F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project (**Close of Business (COB) November 15<sup>th</sup>**). Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

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

## **II. ON-SITE MONITORING AND EVALUATION**

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

## **III. PROPERTY AGREEMENT**

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-Grantee shall immediately notify the MS Office of Highway Safety, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Grantee further agrees to transfer or otherwise dispose of such equipment, as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-Grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project. Former sub-grantees (no longer active in the grant program) are required to submit equipment reports/updates on the equipment purchased with federal funds for the extent of the useful life.
- Each Sub-Grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
- A physical inventory of the property must be taken and the results reconciled with the property records at least once a year for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.

- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Approved equipment with a purchase price of \$10,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

#### **IV. STAFFING**

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

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

#### **V. GENERAL PROJECT REQUIREMENTS**

- A. Agreements, Modifications and Revisions
- The Sub-grantee must return original copies of agreements, modifications, and revisions to MOHS physical address. All original documents require an **original signature signed in BLUE ink** by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.). MOHS will not accept a secondary signatory official signature or initials.
  - In the fully executed grant agreement, the Cost Summary Support Sheet details all allowable cost for which MOHS approved and will reimburse an agency. Any cost not listed in the fully executed grant agreement and/or an approved modification/revision will not be reimbursed.
  - All recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302. from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.
  - No budget modification requests will be accepted by the MS Office of Highway Safety before **January 1<sup>st</sup>** (the second quarter) and after **July 31<sup>st</sup>**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety signed by the Authorized Signatory Official. Changes to the Agreement will not be effective, until both parties have executed the modification.
- B. Any change to out-of-state travel approved in the Grant Agreement, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than thirty (30) days before the intended date of travel on Agency letterhead.
- Out of State Travel - All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
  - In State Travel - All federal funded **in state travel** requires **itemized receipts** for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
  - In State Travel - Meals can only be claimed with an overnight hotel stay.

- In State Travel – Hotel rates must be based on DFA travel policy for State agencies. Non-State agencies hotel rates must follow the agency's current travel policy.
  - Meal cost, taxes, and fees (credit card, delivery, service, etc.) are approved cost included in the allocated amount under travel in the grant agreement. Because these costs are associated with travel and needed to carry out project activities, they are considered allowable, reimbursable cost for meals. The amount allowed for individual meals should not exceed the daily maximum reimbursement rate approved in the grant agreement.
  - Fares, fees, and surcharges for taxi, shuttle, airport transportation services, ride sharing services (Uber, Lyft, etc.) to and from a hotel are allowable and require an itemized receipt. The amount allowed for transportation should not exceed the maximum reimbursement amount approved in the grant agreement. Fuel surcharges are only allowable on any ride sharing service if no surcharges are applied for paying with a credit card.
  - MOHS reimburse travel according to Section 25-3-41, Mississippi Code of 1972, establishes guidelines for travel reimbursement of the State of Mississippi, and of any department, institution, board or commission thereof. It also provides that the Mississippi Department of Finance and Administration (DFA) shall promulgate rules and regulations to effectuate economies for all expenses authorized under this section. All rules and regulations contained herein apply to all MOHS sub-grantees.
- C. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- D. The Local Governmental Resolution Agreement and Authorization to Proceed included within this Agreement, must be completed by the Authorizing Official, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the cost of the project described in the award. The City/County seal is required. This document is not applicable to State agencies.
- E. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted sixty (60) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.
- F. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.
- G. The Assurance of Understanding included within this Agreement, must be completed by the Authorizing Official, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the cost of the project described in the award.
- H. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
  - Warning citation policy (If Applicable);
  - Pursuit policy (Must Retain a Copy);
  - Checkpoint policy (If Applicable);
  - Saturation patrol policy (If Applicable); and
  - DUI enforcement policy (If Applicable)
  - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)

- I. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
  - Agency Leave policy (personal and/or vacation, sick, holiday, and military); and
  - Agency Overtime Policy
  - Fiscal Control and Fund Accounting Procedures
  - Pursuit Policy (Law Enforcement Only)
  - In-Direct Cost Agreement (If Applicable)
- J. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.
- K. All Instructor related training **must be** included within the grant Agreement under Strategies to receive reimbursement.
- L. Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
- Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines)
  - Alcohol testing
  - Mobile video systems
- M. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding \$1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.
- N. The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.
- O. Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- P. Execution of Agreement: Grant Agreements are not effective until all parties (MOHS, PSP Executive Director/Governor's Rep and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.
- Q. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- R. Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.

- S. Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.
- T. Project Commencement: Unless otherwise indicated within the grant agreement, sub-grantee program activity will begin within **(30) days of the approved start date**, after signed approval of the grant agreement by the MOHS Director. If program activity does not begin within this time period, the program may be subject to cancellation and funds may be reallocated.
- U. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
  - The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.

## **VI. UNALLOWABLE COST**

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

The following are unallowable:

### **A. Unallowable Costs for Facilities and Construction:**

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

Examples of office furnishings and fixtures

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

### **B. Unallowable Equipment Costs:**

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)



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

**C. Unallowable Training Costs:**

- Training of Special Traffic Enforcement Program (STEP) law enforcement officers.
- An individual's salary while pursuing training or the salary of the individual's replacement (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for law enforcement attending drug recognition expert training.

**D. Unallowable Program Administration:**

- General costs of government - For States, local governments and Indian Tribes, the general costs of government are unallowable except as provided in 2 CFR 200.475 Travel Cost. (Reference 2 CFR 200.444 and 2 CFR 200.475).
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable. (Reference 2 CFR 200.423).
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.
- Entertainment costs, including amusement and social activities and expenses directly associated with such costs (tickets to shows or sporting events, meals, lodging, rentals, transportation, and gratuities). 2 CFR 200.438.

**E. Lobbying:**

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

**F. Additional Items Unallowable:**

- Cell phones, guns, and office furniture are **not** allowable for purchase with these funds under any circumstances.
- The cost of promotional items and memorabilia, including models, gifts and souvenirs are unallowable advertising and public relations costs. (2 CFR Part 200.421(e)(3)). Promotional items that are unallowable can include t-shirts, hats, key chains, bumper stickers, etc.
- Costs are **not** allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS **will not reimburse** for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is **not** allowable for Sub-Grantees.

**CERTIFICATIONS AND ASSURANCES**  
**FEDERAL CERTIFICATIONS AND ASSURANCES**

**NONDISCRIMINATION**

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

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

**TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d et seq., 78 stat. 252)**

Prohibits discrimination on the basis of race, color, national origin and 49 CFR part 21.

**THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601)**

Prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects.

**FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 et seq.) AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686)**

Prohibit discrimination on the basis of sex.

**SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 et seq.)**

As amended, prohibits discrimination on the basis of disability and 49 CFR part 27.

**THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 et seq.)**

Prohibits discrimination on the basis of age.

**THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209)**

Broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not.

**TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189)**

Prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing and 49 CFR parts 37 and 38.

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause,

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees”:

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time.
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein.
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA.
4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.
5. To insert this clause, including paragraphs (1) through (5), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

### **POLITICAL ACTIVITY (HATCH ACT)**

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

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

### **CERTIFICATION REGARDING FEDERAL LOBBYING**

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

## **RESTRICTION ON STATE LOBBYING**

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

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

## **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

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

### Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into

this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (<https://www.sam.gov>)
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

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

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

#### Instructions for Lower Tier Certification

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

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

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

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

## **CERTIFICATION ON CONFLICT OF INTEREST 23 CFR 1300 APPENDIX A**

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

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

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

## **PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

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

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

## **BUY AMERICA ACT**

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

## **MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES**

### **Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services and High Visibility Enforcement (HVE)**

#### **Participation Compliance**

#### **(Applies only to Law Enforcement Sub-Grantees)**

1. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols:
  - Unusual incidents of alcohol/ drug related crashes/fatalities
  - Alcohol/ drug impaired driving violations
  - Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed)
  - Any other documented alcohol/ drug related vehicular incidents
  - Citation data related to restrained and unrestrained occupants
  - Unusual incidents of unbelted crashes/fatalities

- ▯ Seatbelt/Child restraint violations
- ▯ Unusual incidents of teen crashes/fatalities
- ▯ Unusual incidents of speed crashes/fatalities

2. Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of HVE Enforcement Participation must comply with the following:
3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.
4. Sub-Grantee **will engage** in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a blitz form reporting the total number of citations issued, checkpoints, saturation patrols, arrests, and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.
6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

#### **DUI/Impaired Compliance**

**High Visibility Enforcement (HVE) and Public Information and Education (PI&E)**  
**Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154),**  
**and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement**

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

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



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

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

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

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

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

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

- Occupant Protection/Police Traffic Services activities for STEP officers assigned to work enforcement overtime **will include** checkpoints, saturation patrols and other 402 OP/PT specific enforcement activities as designated.
- Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week endorsed by the NHTSA
- The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the State campaigns.
- Sub-Grantee **will submit** HVE blitz forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for national blitz campaigns. Failure to comply with this requirement may result in the delay of reimbursement payments.

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

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

National Click It or Ticket campaign with enhanced enforcement: Memorial Day

State blitz campaigns with enhanced enforcement: Christmas/New Year's, Super Bowl, 4<sup>th</sup> of July, Labor Day

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

### **Law Enforcement Liaison Participation Compliance** **(Applies only to Law Enforcement Liaison Sub-Grantees)**

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

Sub-Grantee with a LEL Network Coordination Grant **must** sign the MOHS Law Enforcement Liaison Agreement. A LEL serves as a liaison between the Mississippi Office of Highway Safety and the state's law enforcement community. LELs help promote and enhance state and national highway safety programs, initiatives, and campaigns.

Sub-Grantee with a LEL Network Coordination Grant **must hold** a LEL Network meeting to promote State/County/Local networking for the Christmas/New Year's, Memorial Day, and Labor Day national blitz campaigns, blitz reporting, and PI&E efforts.

Sub-Grantee with a LEL Network Coordination Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns.

Sub-Grantee with a LEL Network Coordination Grant **will promote** MOHS highway safety countermeasures and enforcement strategies.

### **Audit Requirements:**

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

(a) *Audit required.* A non-Federal entity that expends \$1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

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

(d) *Exemption when Federal awards expended are less than \$1,000,000.* A non-Federal entity that expends less than \$1,000,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

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

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

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, for procurement transactions in which the contractor is made responsible for meeting program requirements, the auditee must ensure those requirements are met, including by clearly stating the contractor's responsibilities within the contract and reviewing the contractor's records to determine compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include a determination of whether these transactions comply with Federal statutes, regulations, and the terms and conditions of a Federal award.

(h) *For-profit sub recipient.* This subpart does not apply to for-profit organizations. As necessary, the pass through entity is responsible for establishing requirements to ensure compliance by for-profit subrecipients. The subaward with a for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring throughout the performance of the subaward, and post-award audits. See also §200.332 Requirements for pass-through entities.

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

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

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

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or Sub-Grantee recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, **each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted.** Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding. (MS Code Annotated § 45-1-43)

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

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

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

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

# FY27 MOHS LAW ENFORCEMENT GRANT AGREEMENT

**Mississippi Office of Highway Safety**

**P.O. Box 958**

**Jakson, MS 39205**

| <b>1. Sub-grantee's Name &amp; Mailing Address:</b><br><br><b>City of Oxford</b><br><b>Oxford Police Department</b><br><b>9 Industrial Park Drive</b><br><b>Oxford, MS 38655</b><br><br>Telephone Number: (662) 232-2400<br>E-Mail: MississippiTIDE@oxfordpolice.net                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                    | <b>2. Effective Date of Grant: October 1, 2026</b><br><b>3. Subgrant Number: PT-2027-PT-22-51 Conditional</b><br><b>4. Grant Identifier (Funding Source &amp; Year):</b><br><b>402 Police Traffic Services FY27</b><br><br><b>5. Beginning and Ending Dates:</b><br><b>October 1, 2026 – September 30, 2027</b><br><b>6. Subgrant Payment Method:</b><br><input checked="" type="checkbox"/> Cost Reimbursement Method |                     |                  |                    |          |           |                              |             |             |             |                              |        |           |  |                          |         |           |  |            |        |           |  |               |            |        |             |                 |        |                                                               |  |                    |        |                     |  |  |  |              |             |              |                    |               |                    |  |  |                     |                     |  |  |  |                     |
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| <b>7. ALN # - 20.600</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                    | <b>8. UEI # - C6FVY2CCKGH6</b>                                                                                                                                                                                                                                                                                                                                                                                         |                     |                  |                    |          |           |                              |             |             |             |                              |        |           |  |                          |         |           |  |            |        |           |  |               |            |        |             |                 |        |                                                               |  |                    |        |                     |  |  |  |              |             |              |                    |               |                    |  |  |                     |                     |  |  |  |                     |
| <b>10. A:FAIN #:</b><br>69A37523300004020MSO<br>69A37524300004020MSO<br>69A3752330SUP4020MSO<br>69A3752430SUP4020MSO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                    | <b>11.A: Initial Federal Award Date:</b><br><br>10/1/2022 & 10/1/2023                                                                                                                                                                                                                                                                                                                                                  |                     |                  |                    |          |           |                              |             |             |             |                              |        |           |  |                          |         |           |  |            |        |           |  |               |            |        |             |                 |        |                                                               |  |                    |        |                     |  |  |  |              |             |              |                    |               |                    |  |  |                     |                     |  |  |  |                     |
| <b>10.B. Federal Awarding Agency:</b><br><br>NHTSA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                    | <b>11.C: Additional Federal Award Date:</b><br><br><b>11.B: Secondary Federal Award Date:</b><br><br><b>12. Research and Development Grant:</b><br>____ Yes <input checked="" type="checkbox"/> No<br><b>Continuation Grant:</b><br><input checked="" type="checkbox"/> Yes    ____ No                                                                                                                                 |                     |                  |                    |          |           |                              |             |             |             |                              |        |           |  |                          |         |           |  |            |        |           |  |               |            |        |             |                 |        |                                                               |  |                    |        |                     |  |  |  |              |             |              |                    |               |                    |  |  |                     |                     |  |  |  |                     |
| <b>13. The following funds are obligated:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #d4edda;"> <th style="width: 30%;">A. COST CATEGORY</th> <th style="width: 20%;">B. SOURCE OF FUNDS</th> <th style="width: 10%;">C. MATCH</th> <th style="width: 40%;">D. RATIO%</th> </tr> </thead> <tbody> <tr> <td>(1) Personal Services-Salary</td> <td>\$18,037.30</td> <td>(1) Federal</td> <td>\$20,877.30</td> </tr> <tr> <td>(2) Personal Services-Fringe</td> <td>\$0.00</td> <td>(2) State</td> <td></td> </tr> <tr> <td>(3) Contractual Services</td> <td>\$45.00</td> <td>(3) Local</td> <td></td> </tr> <tr> <td>(4) Travel</td> <td>\$0.00</td> <td>(4) Other</td> <td></td> </tr> <tr> <td>(5) Equipment</td> <td>\$2,795.00</td> <td>Total:</td> <td>\$20,877.30</td> </tr> <tr> <td>(6) Commodities</td> <td>\$0.00</td> <td colspan="2" style="background-color: #d4edda;"><b>E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:</b></td> </tr> <tr> <td>(7) Indirect Costs</td> <td>\$0.00</td> <td>Number of Grants: 3</td> <td></td> </tr> <tr> <td></td> <td></td> <td><b>402PT</b></td> <td><b>405D</b></td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>\$20,877.30</b></td> <td><b>TOTAL:</b></td> <td><b>\$20,877.30</b></td> </tr> <tr> <td></td> <td></td> <td><b>\$199,676.82</b></td> <td><b>\$745,030.52</b></td> </tr> <tr> <td></td> <td></td> <td></td> <td><b>\$965,584.64</b></td> </tr> </tbody> </table> |                    |                                                                                                                                                                                                                                                                                                                                                                                                                        |                     | A. COST CATEGORY | B. SOURCE OF FUNDS | C. MATCH | D. RATIO% | (1) Personal Services-Salary | \$18,037.30 | (1) Federal | \$20,877.30 | (2) Personal Services-Fringe | \$0.00 | (2) State |  | (3) Contractual Services | \$45.00 | (3) Local |  | (4) Travel | \$0.00 | (4) Other |  | (5) Equipment | \$2,795.00 | Total: | \$20,877.30 | (6) Commodities | \$0.00 | <b>E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:</b> |  | (7) Indirect Costs | \$0.00 | Number of Grants: 3 |  |  |  | <b>402PT</b> | <b>405D</b> | <b>TOTAL</b> | <b>\$20,877.30</b> | <b>TOTAL:</b> | <b>\$20,877.30</b> |  |  | <b>\$199,676.82</b> | <b>\$745,030.52</b> |  |  |  | <b>\$965,584.64</b> |
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| (1) Personal Services-Salary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$18,037.30        | (1) Federal                                                                                                                                                                                                                                                                                                                                                                                                            | \$20,877.30         |                  |                    |          |           |                              |             |             |             |                              |        |           |  |                          |         |           |  |            |        |           |  |               |            |        |             |                 |        |                                                               |  |                    |        |                     |  |  |  |              |             |              |                    |               |                    |  |  |                     |                     |  |  |  |                     |
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| (3) Contractual Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$45.00            | (3) Local                                                                                                                                                                                                                                                                                                                                                                                                              |                     |                  |                    |          |           |                              |             |             |             |                              |        |           |  |                          |         |           |  |            |        |           |  |               |            |        |             |                 |        |                                                               |  |                    |        |                     |  |  |  |              |             |              |                    |               |                    |  |  |                     |                     |  |  |  |                     |
| (4) Travel                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$0.00             | (4) Other                                                                                                                                                                                                                                                                                                                                                                                                              |                     |                  |                    |          |           |                              |             |             |             |                              |        |           |  |                          |         |           |  |            |        |           |  |               |            |        |             |                 |        |                                                               |  |                    |        |                     |  |  |  |              |             |              |                    |               |                    |  |  |                     |                     |  |  |  |                     |
| (5) Equipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$2,795.00         | Total:                                                                                                                                                                                                                                                                                                                                                                                                                 | \$20,877.30         |                  |                    |          |           |                              |             |             |             |                              |        |           |  |                          |         |           |  |            |        |           |  |               |            |        |             |                 |        |                                                               |  |                    |        |                     |  |  |  |              |             |              |                    |               |                    |  |  |                     |                     |  |  |  |                     |
| (6) Commodities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$0.00             | <b>E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:</b>                                                                                                                                                                                                                                                                                                                                                          |                     |                  |                    |          |           |                              |             |             |             |                              |        |           |  |                          |         |           |  |            |        |           |  |               |            |        |             |                 |        |                                                               |  |                    |        |                     |  |  |  |              |             |              |                    |               |                    |  |  |                     |                     |  |  |  |                     |
| (7) Indirect Costs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$0.00             | Number of Grants: 3                                                                                                                                                                                                                                                                                                                                                                                                    |                     |                  |                    |          |           |                              |             |             |             |                              |        |           |  |                          |         |           |  |            |        |           |  |               |            |        |             |                 |        |                                                               |  |                    |        |                     |  |  |  |              |             |              |                    |               |                    |  |  |                     |                     |  |  |  |                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    | <b>402PT</b>                                                                                                                                                                                                                                                                                                                                                                                                           | <b>405D</b>         |                  |                    |          |           |                              |             |             |             |                              |        |           |  |                          |         |           |  |            |        |           |  |               |            |        |             |                 |        |                                                               |  |                    |        |                     |  |  |  |              |             |              |                    |               |                    |  |  |                     |                     |  |  |  |                     |
| <b>TOTAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>\$20,877.30</b> | <b>TOTAL:</b>                                                                                                                                                                                                                                                                                                                                                                                                          | <b>\$20,877.30</b>  |                  |                    |          |           |                              |             |             |             |                              |        |           |  |                          |         |           |  |            |        |           |  |               |            |        |             |                 |        |                                                               |  |                    |        |                     |  |  |  |              |             |              |                    |               |                    |  |  |                     |                     |  |  |  |                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    | <b>\$199,676.82</b>                                                                                                                                                                                                                                                                                                                                                                                                    | <b>\$745,030.52</b> |                  |                    |          |           |                              |             |             |             |                              |        |           |  |                          |         |           |  |            |        |           |  |               |            |        |             |                 |        |                                                               |  |                    |        |                     |  |  |  |              |             |              |                    |               |                    |  |  |                     |                     |  |  |  |                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    |                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>\$965,584.64</b> |                  |                    |          |           |                              |             |             |             |                              |        |           |  |                          |         |           |  |            |        |           |  |               |            |        |             |                 |        |                                                               |  |                    |        |                     |  |  |  |              |             |              |                    |               |                    |  |  |                     |                     |  |  |  |                     |
| <p>The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances; Designation of Secondary Official (If Applicable); Fiscal Control and Fund Accounting Procedures.</p> <p>All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                    |                                                                                                                                                                                                                                                                                                                                                                                                                        |                     |                  |                    |          |           |                              |             |             |             |                              |        |           |  |                          |         |           |  |            |        |           |  |               |            |        |             |                 |        |                                                               |  |                    |        |                     |  |  |  |              |             |              |                    |               |                    |  |  |                     |                     |  |  |  |                     |
| <b>14. Approved for Grantee:</b><br><br><div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature _____ Date _____<br><b>Helen Porter, Office Director, MS Office of Highway Safety</b><br><br><div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature _____ Date _____<br><b>Joshua Broman, Executive Director / Governor's Representative</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                    | <b>15. Approved for Sub-Grantee:</b><br><br><div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature <span style="color: blue;">original signature in blue ink</span> Date _____<br><b>Name: Robyn Tannehill</b><br><br><b>Title: Mayor, City of Oxford</b>                                                                                                                                   |                     |                  |                    |          |           |                              |             |             |             |                              |        |           |  |                          |         |           |  |            |        |           |  |               |            |        |             |                 |        |                                                               |  |                    |        |                     |  |  |  |              |             |              |                    |               |                    |  |  |                     |                     |  |  |  |                     |

\_\_\_\_\_  
original signature in blue ink  
Authorizing Official's Signature  
(Mayor, Board President, Commissioner, Director)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robyn Tannehill

\_\_\_\_\_  
Mayor

Print Authorizing Official's Name

Authorizing Official's Title

**ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:**

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

As the Authorized Official for, City of Oxford, Mississippi (Sub-Grantee Name), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until all parties (MOHS, PSP Executive Director/Governor's Rep and Authorized Official) have signed, dated and fully executed the Grant Agreement.

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

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

\_\_\_\_\_  
original signature in blue ink  
Authorizing Official's Signature  
(Mayor, Board President, Commissioner, Director)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robyn Tannehill

\_\_\_\_\_  
Mayor

Print Authorizing Official's Name

Authorizing Official's Title

**LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED**

WHEREAS, the City of Oxford, Mississippi  
(Governing Body of Unit of Government)

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

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

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

IN THE JURISDICTION Oxford MISSISSIPPI, THIS \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_ AS FOLLOWS:

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. Robyn Tannehill, Mayor  
(Name and Title of Representative) is authorized to accept, on behalf of the Sub-Grantee, an award in the form prescribed by the Mississippi Office of Highway Safety for federal funding in the amount of \$ 20,877.30 to be made to the Sub-Grantee defraying the cost of the project described in the award.  
(Federal Dollar Requested)
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)

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

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

**Date:** \_\_\_\_\_

**Seal** (City/County Seal is required)

**Attest By:** \_\_\_\_\_ sign in blue ink

**Title:** \_\_\_\_\_

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

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

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

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

Organization Name: Oxford Police Department

Mailing Address: 9 Industrial Park Drive

City: Oxford Zip Code: 38655

Telephone Number: ( ) 662-232-2400 Cellular Number: ( ) \_\_\_\_\_

Email Address: jmccutchen@oxfordpolice.net

Signature of Designated Secondary Signatory Official: \_\_\_\_\_  
Chief's Signature in blue ink

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

Signature: \_\_\_\_\_ Title: Mayor  
Mayor's Signature (Authorizing Official)  
in blue ink



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

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

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

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

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

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

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

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

\_\_\_\_\_  
Authorizing Official's Signature **sign in blue ink**  
(Mayor, Board President, Commissioner, Director)

Robyn Tannehill  
\_\_\_\_\_  
Print Authorizing Official's Name

\_\_\_\_\_  
Date

Mayor  
\_\_\_\_\_  
Authorizing Official's Title

## FY27 Sub-Grantee Project Description (Law Enforcement)

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the PTS program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY27.

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

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

## FY27 Sub-Grantee-Target(s), Performance Measures and Strategies

### Agency Name: City of Oxford/Oxford Police Department

List the target(s) that the sub-grantee will accomplish during the FY27 grant year. Performance measures should be set to help the sub-grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

#### Target(s):

The jurisdiction/agency of Oxford Police Department will maintain the number of unbelted fatalities from 2 in 2023 to 2 by the end of 2027.

The jurisdiction/agency of Oxford Police Department will maintain the number of unbelted injuries from 18 in 2023 to 18 by the end of 2027.

The jurisdiction/agency of Oxford Police Department will maintain the number of speed fatalities from 1 in 2023 to 1 by the end of 2027.

The jurisdiction/agency of Oxford Police Department will maintain the number of speed injuries from 12 in 2023 to 12 by the end of 2027.

#### Performance Measures:

Issue 156 grant funded Seatbelt citations in FY27.

Issue 5 grant funded Child Restraint citations in FY27.

Maintain the number of grant funded Speed citations from 187 in FY25 to 187 in FY27.

**Strategies:**

Overtime Enforcement

4 Checkpoints

4 Saturation Patrols

Generate Earned Media

Publicize patrol activities results (after occurrence)

Attend Troop LEL Network Meeting

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

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

## FY27 MOHS TASKS BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department

### PROJECTION TASKS BY QUARTERS:

| SCHEDULE PROJECTION OF TASKS BY QUARTERS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <p><b>1<sup>st</sup> QUARTER (OCTOBER, NOVEMBER &amp; DECEMBER)</b></p> <p>Conduct not less than <u>1</u> checkpoint during quarter.</p> <p>Conduct not less than <u>1</u> saturation patrol during quarter.</p> <p>Issue a minimum of <u>39</u> Seat Belt citations during quarter, to reach a goal of <u>156</u> for FY2027.</p> <p>Issue a minimum of <u>2</u> Child Restraint citations during quarter, to reach a goal of <u>5</u> for FY2027.</p> <p>Issue a minimum of <u>47</u> Speed citations during quarter, to reach a goal of <u>187</u> for FY2027.</p> <p>Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)</p> <p><b><u>Additional Tasks:</u></b></p> <p>Participate in the State Christmas/New Year's blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.</p> |
| <p><b>Projected Expenditures for 1<sup>st</sup> Quarter: \$5,219.33</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

## FY27 MOHS TASK BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department

### PROJECTION TASK BY QUARTERS

#### SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

#### **2<sup>nd</sup> QUARTER (JANUARY, FEBRUARY & MARCH)**

Conduct not less than 1 checkpoint during quarter.

Conduct not less than 1 saturation patrol during quarter.

Issue a minimum of 39 Seat Belt citations during quarter, to reach a goal of 156 for FY2027.

Issue a minimum of 1 Child Restraint citations during quarter, to reach a goal of 5 for FY2027.

Issue a minimum of 47 Speed citations during quarter, to reach a goal of 187 for FY2027.

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

#### **Additional Tasks:**

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

**Projected Expenditures for 2<sup>nd</sup> Quarter: \$5,219.33**

## FY27 MOHS TASK BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department

### PROJECTION TASK BY QUARTERS

#### SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

#### **3<sup>RD</sup> QUARTER (APRIL, MAY & JUNE)**

Conduct not less than 1 checkpoint during quarter.

Conduct not less than 1 saturation patrol during quarter.

Issue a minimum of 39 Seat Belt citations during quarter, to reach a goal of 156 for FY2027.

Issue a minimum of 1 Child Restraint citations during quarter, to reach a goal of 5 for FY2027.

Issue a minimum of 47 Speed citations during quarter, to reach a goal of 187 for FY2027.

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

#### **Additional Tasks:**

Participate in the National Click It or Ticket Memorial Day blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

**Projected Expenditures for 3<sup>rd</sup> Quarter: \$5,219.32**

## FY27 MOHS TASK BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department

### PROJECTION TASK BY QUARTERS

#### SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

#### **4<sup>TH</sup> QUARTER (JULY, AUGUST & SEPTEMBER)**

Conduct not less than 1 checkpoint during quarter.

Conduct not less than 1 saturation patrol during quarter.

Issue a minimum of 39 Seat Belt citations during quarter, to reach a goal of 156 for FY2027.

Issue a minimum of 1 Child Restraint citations during quarter, to reach a goal of 5 for FY2027.

Issue a minimum of 46 Speed citations during quarter, to reach a goal of 187 for FY2027.

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

#### **Additional Tasks:**

Participate in the State 4<sup>th</sup> of July and Labor Day blitz campaign with enhanced PT and earned media with at least one (1) newspaper, television, social media or radio presentation.

**Projected Expenditures for 4<sup>th</sup> Quarter: \$5,219.32**

## FY27 Mississippi Office of Highway Safety-Cost Summary Support Sheet

| <b>1. Applicant Agency: City of Oxford/Oxford Police Department</b> |                                                                                                                                                                                                                                                                                                                                          |                                      |                                      |                    |
|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|--------------------------------------|--------------------|
| <b>2. Subgrant Number:</b><br>PT-2027-PT-22-51 Conditional          | <b>3. Grant ID:</b><br>402 Police Traffic Services FY27                                                                                                                                                                                                                                                                                  | <b>4. Beginning: October 1, 2026</b> | <b>5. Ending: September 30, 2027</b> |                    |
| <b>6. Activity: Police Traffic Services Enforcement</b>             |                                                                                                                                                                                                                                                                                                                                          |                                      |                                      |                    |
|                                                                     |                                                                                                                                                                                                                                                                                                                                          |                                      |                                      |                    |
| 7. Category & Line Item                                             | 8. Description of item and/or Basis for Valuation                                                                                                                                                                                                                                                                                        | 9. Budget                            |                                      |                    |
|                                                                     |                                                                                                                                                                                                                                                                                                                                          | Federal                              | All Other                            | Total              |
| Personal Services-Salary                                            | Officers over-time or regular time above and beyond normal work hours @ approx. \$47.22 per hour X @ approx. 297 hrs = <b>\$14,024.34</b><br><br>Grant Manager overtime or regular time above and beyond normal work hours @ approx. \$35.83 per hour X @ approx. 112 hrs = <b>\$4,012.96</b><br><br><b>Total Salaries = \$18,037.30</b> | <b>\$18,037.30</b>                   |                                      | <b>\$18,037.30</b> |
| Equipment                                                           | Stalker Lidar RLR – w/BT, DL & FTC, 2 Batteries, Dual Bay Charger @ approx. = <b>\$2,795.00</b><br><br><b>Total Equipment: \$2,795.00</b>                                                                                                                                                                                                | <b>\$2,795.00</b>                    |                                      | <b>\$2,795.00</b>  |
| Contractual                                                         | Shipping & Handling = <b>\$45.00</b><br><br><b>Total Contractual: \$45.00</b>                                                                                                                                                                                                                                                            | <b>\$45.00</b>                       |                                      | <b>\$45.00</b>     |
| <b>TOTALS</b>                                                       |                                                                                                                                                                                                                                                                                                                                          | <b>\$20,877.30</b>                   | <b>\$0.00</b>                        | <b>\$20,877.30</b> |



# Mississippi Office of Highway Safety

## **FY27 Agreement of Understanding and Compliance**

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

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

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

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

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

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

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

### **I. REIMBURSEMENT OF ELIGIBLE EXPENSES**

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

documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.

- F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project (**Close of Business (COB) November 15<sup>th</sup>**). Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

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

## **II. ON-SITE MONITORING AND EVALUATION**

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

## **III. PROPERTY AGREEMENT**

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-Grantee shall immediately notify the MS Office of Highway Safety, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Grantee further agrees to transfer or otherwise dispose of such equipment, as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-Grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project. Former sub-grantees (no longer active in the grant program) are required to submit equipment reports/updates on the equipment purchased with federal funds for the extent of the useful life.
- Each Sub-Grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
- A physical inventory of the property must be taken and the results reconciled with the property records at least once a year for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.

- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Approved equipment with a purchase price of \$10,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

#### **IV. STAFFING**

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

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

#### **V. GENERAL PROJECT REQUIREMENTS**

- A. Agreements, Modifications and Revisions
- The Sub-grantee must return original copies of agreements, modifications, and revisions to MOHS physical address. All original documents require an **original signature signed in BLUE ink** by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.). MOHS will not accept a secondary signatory official signature or initials.
  - In the fully executed grant agreement, the Cost Summary Support Sheet details all allowable cost for which MOHS approved and will reimburse an agency. Any cost not listed in the fully executed grant agreement and/or an approved modification/revision will not be reimbursed.
  - All recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302. from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.
  - No budget modification requests will be accepted by the MS Office of Highway Safety before **January 1<sup>st</sup>** (the second quarter) and after **July 31<sup>st</sup>**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety signed by the Authorized Signatory Official. Changes to the Agreement will not be effective, until both parties have executed the modification.
- B. Any change to out-of-state travel approved in the Grant Agreement, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than thirty (30) days before the intended date of travel on Agency letterhead.
- Out of State Travel - All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
  - In State Travel - All federal funded **in state travel** requires **itemized receipts** for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
  - In State Travel - Meals can only be claimed with an overnight hotel stay.

- In State Travel – Hotel rates must be based on DFA travel policy for State agencies. Non-State agencies hotel rates must follow the agency's current travel policy.
  - Meal cost, taxes, and fees (credit card, delivery, service, etc.) are approved cost included in the allocated amount under travel in the grant agreement. Because these costs are associated with travel and needed to carry out project activities, they are considered allowable, reimbursable cost for meals. The amount allowed for individual meals should not exceed the daily maximum reimbursement rate approved in the grant agreement.
  - Fares, fees, and surcharges for taxi, shuttle, airport transportation services, ride sharing services (Uber, Lyft, etc.) to and from a hotel are allowable and require an itemized receipt. The amount allowed for transportation should not exceed the maximum reimbursement amount approved in the grant agreement. Fuel surcharges are only allowable on any ride sharing service if no surcharges are applied for paying with a credit card.
  - MOHS reimburse travel according to Section 25-3-41, Mississippi Code of 1972, establishes guidelines for travel reimbursement of the State of Mississippi, and of any department, institution, board or commission thereof. It also provides that the Mississippi Department of Finance and Administration (DFA) shall promulgate rules and regulations to effectuate economies for all expenses authorized under this section. All rules and regulations contained herein apply to all MOHS sub-grantees.
- C. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- D. The Local Governmental Resolution Agreement and Authorization to Proceed included within this Agreement, must be completed by the Authorizing Official, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the cost of the project described in the award. The City/County seal is required. This document is not applicable to State agencies.
- E. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted sixty (60) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.
- F. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.
- G. The Assurance of Understanding included within this Agreement, must be completed by the Authorizing Official, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the cost of the project described in the award.
- H. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
  - Warning citation policy (If Applicable);
  - Pursuit policy (Must Retain a Copy);
  - Checkpoint policy (If Applicable);
  - Saturation patrol policy (If Applicable); and
  - DUI enforcement policy (If Applicable)
  - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)

- I. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
  - Agency Leave policy (personal and/or vacation, sick, holiday, and military); and
  - Agency Overtime Policy
  - Fiscal Control and Fund Accounting Procedures
  - Pursuit Policy (Law Enforcement Only)
  - In-Direct Cost Agreement (If Applicable)
- J. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.
- K. All Instructor related training **must be** included within the grant Agreement under Strategies to receive reimbursement.
- L. Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
- Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines)
  - Alcohol testing
  - Mobile video systems
- M. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding \$1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.
- N. The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.
- O. Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- P. Execution of Agreement: Grant Agreements are not effective until all parties (MOHS, PSP Executive Director/Governor's Rep and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.
- Q. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- R. Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.

- S. Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.
- T. Project Commencement: Unless otherwise indicated within the grant agreement, sub-grantee program activity will begin within **(30) days of the approved start date**, after signed approval of the grant agreement by the MOHS Director. If program activity does not begin within this time period, the program may be subject to cancellation and funds may be reallocated.
- U. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
  - The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.

## **VI. UNALLOWABLE COST**

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

The following are unallowable:

### **A. Unallowable Costs for Facilities and Construction:**

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

Examples of office furnishings and fixtures

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

### **B. Unallowable Equipment Costs:**

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)

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

**C. Unallowable Training Costs:**

- Training of Special Traffic Enforcement Program (STEP) law enforcement officers.
- An individual's salary while pursuing training or the salary of the individual's replacement (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for law enforcement attending drug recognition expert training.

**D. Unallowable Program Administration:**

- General costs of government - For States, local governments and Indian Tribes, the general costs of government are unallowable except as provided in 2 CFR 200.475 Travel Cost. (Reference 2 CFR 200.444 and 2 CFR 200.475).
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable. (Reference 2 CFR 200.423).
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.
- Entertainment costs, including amusement and social activities and expenses directly associated with such costs (tickets to shows or sporting events, meals, lodging, rentals, transportation, and gratuities). 2 CFR 200.438.

**E. Lobbying:**

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

**F. Additional Items Unallowable:**

- Cell phones, guns, and office furniture are **not** allowable for purchase with these funds under any circumstances.
- The cost of promotional items and memorabilia, including models, gifts and souvenirs are unallowable advertising and public relations costs. (2 CFR Part 200.421(e)(3)). Promotional items that are unallowable can include t-shirts, hats, key chains, bumper stickers, etc.
- Costs are **not** allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS **will not reimburse** for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is **not** allowable for Sub-Grantees.

**CERTIFICATIONS AND ASSURANCES**  
**FEDERAL CERTIFICATIONS AND ASSURANCES**

**NONDISCRIMINATION**

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

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

**TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d et seq., 78 stat. 252)**

Prohibits discrimination on the basis of race, color, national origin and 49 CFR part 21.

**THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601)**

Prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects.

**FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 et seq.) AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686)**

Prohibit discrimination on the basis of sex.

**SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 et seq.)**

As amended, prohibits discrimination on the basis of disability and 49 CFR part 27.

**THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 et seq.)**

Prohibits discrimination on the basis of age.

**THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209)**

Broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not.

**TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189)**

Prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing and 49 CFR parts 37 and 38.

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause,



“During the performance of this contract/funding agreement, the contractor/funding recipient agrees”:

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time.
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein.
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA.
4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.
5. To insert this clause, including paragraphs (1) through (5), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

### **POLITICAL ACTIVITY (HATCH ACT)**

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

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

### **CERTIFICATION REGARDING FEDERAL LOBBYING**

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

## **RESTRICTION ON STATE LOBBYING**

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

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

## **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

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

### Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into

this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (<https://www.sam.gov>)
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

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

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

#### Instructions for Lower Tier Certification

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

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

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

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

## **CERTIFICATION ON CONFLICT OF INTEREST 23 CFR 1300 APPENDIX A**

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

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

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

## **PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

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

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

## **BUY AMERICA ACT**

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

## **MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES**

### **Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services and High Visibility Enforcement (HVE)**

#### **Participation Compliance**

#### **(Applies only to Law Enforcement Sub-Grantees)**

1. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols:
  - Unusual incidents of alcohol/ drug related crashes/fatalities
  - Alcohol/ drug impaired driving violations
  - Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed)
  - Any other documented alcohol/ drug related vehicular incidents
  - Citation data related to restrained and unrestrained occupants
  - Unusual incidents of unbelted crashes/fatalities

- ▯ Seatbelt/Child restraint violations
- ▯ Unusual incidents of teen crashes/fatalities
- ▯ Unusual incidents of speed crashes/fatalities

2. Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of HVE Enforcement Participation must comply with the following:
3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.
4. Sub-Grantee **will engage** in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a blitz form reporting the total number of citations issued, checkpoints, saturation patrols, arrests, and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.
6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

#### **DUI/Impaired Compliance**

**High Visibility Enforcement (HVE) and Public Information and Education (PI&E)**  
**Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154),**  
**and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement**

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

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

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

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

National Drive Sober or Get Pulled Over campaign with enhanced enforcement: Christmas/ New Year's

National Drive Sober or Get Pulled Over campaign with enhanced enforcement: Labor Day

State blitz campaigns with enhanced enforcement: Super Bowl, Memorial Day, 4<sup>th</sup> of July

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

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

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

- Occupant Protection/Police Traffic Services activities for STEP officers assigned to work enforcement overtime **will include** checkpoints, saturation patrols and other 402 OP/PT specific enforcement activities as designated.
- Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week endorsed by the NHTSA
- The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the State campaigns.
- Sub-Grantee **will submit** HVE blitz forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for national blitz campaigns. Failure to comply with this requirement may result in the delay of reimbursement payments.

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

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

National Click It or Ticket campaign with enhanced enforcement: Memorial Day

State blitz campaigns with enhanced enforcement: Christmas/New Year's, Super Bowl, 4<sup>th</sup> of July, Labor Day

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

### **Law Enforcement Liaison Participation Compliance** **(Applies only to Law Enforcement Liaison Sub-Grantees)**

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

Sub-Grantee with a LEL Network Coordination Grant **must** sign the MOHS Law Enforcement Liaison Agreement. A LEL serves as a liaison between the Mississippi Office of Highway Safety and the state's law enforcement community. LELs help promote and enhance state and national highway safety programs, initiatives, and campaigns.

Sub-Grantee with a LEL Network Coordination Grant **must hold** a LEL Network meeting to promote State/County/Local networking for the Christmas/New Year's, Memorial Day, and Labor Day national blitz campaigns, blitz reporting, and PI&E efforts.

Sub-Grantee with a LEL Network Coordination Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns.

Sub-Grantee with a LEL Network Coordination Grant **will promote** MOHS highway safety countermeasures and enforcement strategies.

### **Audit Requirements:**

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

(a) *Audit required.* A non-Federal entity that expends \$1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.



(b) *Single audit.* A non-Federal entity that expends \$1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

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

(d) *Exemption when Federal awards expended are less than \$1,000,000.* A non-Federal entity that expends less than \$1,000,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

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

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

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, for procurement transactions in which the contractor is made responsible for meeting program requirements, the auditee must ensure those requirements are met, including by clearly stating the contractor's responsibilities within the contract and reviewing the contractor's records to determine compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include a determination of whether these transactions comply with Federal statutes, regulations, and the terms and conditions of a Federal award.

(h) *For-profit sub recipient.* This subpart does not apply to for-profit organizations. As necessary, the pass through entity is responsible for establishing requirements to ensure compliance by for-profit subrecipients. The subaward with a for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring throughout the performance of the subaward, and post-award audits. See also §200.332 Requirements for pass-through entities.

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

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

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

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or Sub-Grantee recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, **each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted.** Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding. (MS Code Annotated § 45-1-43)

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

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

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

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

# FY27 MOHS LAW ENFORCEMENT GRANT AGREEMENT

Mississippi Office of Highway Safety

P.O. Box 958

Jackson, MS 39205

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                     |                                                                                                                                                                                                                                                                                                                                                                                                         |                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 1. Sub-grantee's Name & Mailing Address:<br><br><b>City of Oxford</b><br><b>Oxford Police Department</b><br><b>9 Industrial Park Drive</b><br><b>Oxford, MS 38655</b><br><br>Telephone Number: (662) 232-2400<br>E-Mail: <a href="mailto:MississippiTIDE@oxfordpolice.net">MississippiTIDE@oxfordpolice.net</a>                                                                                                                                                                                                                                       |                     | 2. Effective Date of Grant: <b>October 1, 2026</b><br>3. Subgrant Number: <b>M5HVE-2027-MD-22-51 CONDITIONAL</b><br>4. Grant Identifier (Funding Source & Year):<br><b>405D Alcohol and Drug Impaired Driving FY27</b><br>5. Beginning and Ending Dates:<br><b>October 1, 2026 – September 30, 2027</b><br>6. Subgrant Payment Method:<br><input checked="" type="checkbox"/> Cost Reimbursement Method |                     |
| 7. ALN # - 20.616                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                     | 8. UEI # - C6FVY2CCKGH6                                                                                                                                                                                                                                                                                                                                                                                 |                     |
| 10. A: FAIN #:<br>69A3752530000405DMSM<br>69A3752530SUP405DMSM<br>69A3752630000405DMSM<br>69A3752630SUP405DMSM                                                                                                                                                                                                                                                                                                                                                                                                                                        |                     | 11.A: Initial Federal Award Date:<br>10/01/2024<br>10/01/2025                                                                                                                                                                                                                                                                                                                                           |                     |
| 10.B. Federal Awarding Agency:<br><br>NHTSA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                     | 11.B: Secondary Federal Award Date:<br><br>                                                                                                                                                                                                                                                                                                                                                             |                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                     | 11.C: Additional Federal Award Date:<br><br>                                                                                                                                                                                                                                                                                                                                                            |                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                     | 12. Research and Development Grant:<br>___ Yes <input checked="" type="checkbox"/> No<br><br>Continuation Grant:<br><input checked="" type="checkbox"/> Yes    ___ No                                                                                                                                                                                                                                   |                     |
| 13. The following funds are obligated:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                     |                                                                                                                                                                                                                                                                                                                                                                                                         |                     |
| <b>A. COST CATEGORY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                     | <b>B. SOURCE OF FUNDS</b>                                                                                                                                                                                                                                                                                                                                                                               |                     |
| (1) Personal Services-Salary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$184,204.60        | (1) Federal                                                                                                                                                                                                                                                                                                                                                                                             | \$199,676.82        |
| (2) Personal Services-Fringe                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$0.00              | (2) State                                                                                                                                                                                                                                                                                                                                                                                               |                     |
| (3) Contractual Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$200.00            | (3) Local                                                                                                                                                                                                                                                                                                                                                                                               |                     |
| (4) Travel                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$8,683.80          | (4) Other                                                                                                                                                                                                                                                                                                                                                                                               |                     |
| (5) Equipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$2,844.46          | Total:                                                                                                                                                                                                                                                                                                                                                                                                  | \$199,676.82        |
| (6) Commodities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$3,743.96          | <b>E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:</b>                                                                                                                                                                                                                                                                                                                                           |                     |
| (7) Indirect Costs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$0.00              | Number of Grants: 03                                                                                                                                                                                                                                                                                                                                                                                    |                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                     | <b>405D</b>                                                                                                                                                                                                                                                                                                                                                                                             | <b>405D</b>         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                     | <b>402PT</b>                                                                                                                                                                                                                                                                                                                                                                                            | <b>TOTAL</b>        |
| <b>TOTAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>\$199,676.82</b> | <b>TOTAL:</b>                                                                                                                                                                                                                                                                                                                                                                                           | <b>\$199,676.82</b> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                     | <b>\$745,030.52</b>                                                                                                                                                                                                                                                                                                                                                                                     | <b>\$20,877.30</b>  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                     |                                                                                                                                                                                                                                                                                                                                                                                                         | <b>\$965,584.64</b> |
| The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances; Designation of Secondary Official (If Applicable); Fiscal Control and Fund Accounting Procedures. |                     |                                                                                                                                                                                                                                                                                                                                                                                                         |                     |
| All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.                                                                                                                                                                                                                                                                                    |                     |                                                                                                                                                                                                                                                                                                                                                                                                         |                     |
| 14. Approved for Grantee:<br><br><hr/> Signature _____ Date _____<br><b>Helen Porter, Office Director, MS Office of Highway Safety</b><br><br><hr/> Signature _____ Date _____<br><b>Joshua Broman, Executive Director / Governor's Representative</b>                                                                                                                                                                                                                                                                                                |                     | 15. Approved for Sub-Grantee:<br><br><hr/> Signature <span style="color: blue;">original signature in blue ink</span> _____ Date _____<br><b>Name: Robyn Tannehill</b><br><br><b>Title: Mayor, City of Oxford</b>                                                                                                                                                                                       |                     |

\_\_\_\_\_  
original signature in blue ink  
Authorizing Official's Signature  
(Mayor, Board President, Commissioner, Director)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robyn Tannehill

\_\_\_\_\_  
Mayor

Print Authorizing Official's Name

Authorizing Official's Title

**ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:**

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

As the Authorized Official for, City of Oxford, Mississippi (Sub-Grantee Name), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until all parties (MOHS, PSP Executive Director/Governor's Rep and Authorized Official) have signed, dated and fully executed the Grant Agreement.

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

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

\_\_\_\_\_  
original signature in blue ink  
Authorizing Official's Signature  
(Mayor, Board President, Commissioner, Director)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robyn Tannehill

\_\_\_\_\_  
Mayor

Print Authorizing Official's Name

Authorizing Official's Title

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

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

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

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

Organization Name: Oxford Police Department

Mailing Address: 9 Industrial Park Drive

City: Oxford Zip Code: 38655

Telephone Number: ( ) 662-232-2400 Cellular Number: ( ) \_\_\_\_\_

Email Address: jmccutchen@oxfordpolice.net

Signature of Designated Secondary Signatory Official: \_\_\_\_\_  
Chief's Signature in blue ink

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

Signature: \_\_\_\_\_ Title: Mayor  
Mayor's Signature (Authorizing Official)  
in blue ink

**LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED**

WHEREAS, the City of Oxford, Mississippi  
(Governing Body of Unit of Government)

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

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

NOW THEREFORE BE IT RESOLVED BY THE Board of Aldermen  
(Governing Body of Unit of Government)  
IN THE JURISDICTION Oxford MISSISSIPPI, THIS \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_ AS FOLLOWS:

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. Robyn Tannehill, Mayor  
(Name and Title of Representative) is authorized to accept, on behalf of the Sub-Grantee, an award in the form prescribed by the Mississippi Office of Highway Safety for federal funding in the amount of \$ 199,676.82 to be made to the Sub-Grantee defraying the cost of the project described in the award.  
(Federal Dollar Requested)
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)

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

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

**Date:** \_\_\_\_\_

**Seal** (City/County Seal is required)

**Attest By:** \_\_\_\_\_ sign in blue ink

**Title:** \_\_\_\_\_

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Authorizing Official's Signature **sign in blue ink**  
(Mayor, Board President, Commissioner, Director)

**Robyn Tannehill**  
\_\_\_\_\_  
Print Authorizing Official's Name

\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
**Mayor**  
\_\_\_\_\_  
Authorizing Official's Title

## FY27 Sub-Grantee Project Description (Law Enforcement)

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the Impaired program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY27.

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

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

## FY27 Sub-Grantee-Target(s), Performance Measures and Strategies

### Agency Name: City of Oxford/Oxford Police Department

List the target(s) that the sub-grantee will accomplish during the FY27 grant year. Performance measures should be set to help the sub-grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

#### Target(s):

The jurisdiction/agency of Oxford Police Department will maintain the number of alcohol related fatalities from 1 in 2023 to 1 by the end of 2027.

The jurisdiction/agency of Oxford Police Department will maintain the number of alcohol related injuries from 6 in 2023 to 6 by the end of 2027.

The jurisdiction/agency of Oxford Police Department will maintain the number of drug related fatalities from 0 in 2023 to 0 by the end of 2027.

The jurisdiction/agency of Oxford Police Department will maintain the number of drug related injuries from 9 in 2023 to 9 by the end of 2027.

#### Performance Measures:

Increase the number of grant funded DUI Arrest from 386 in FY25 to 392 in FY27.

Issue 89 grant funded DUI Other (Drug) Arrest in FY27.



**Strategies:**

Select or Hire Individual Officers

Overtime Enforcement

SFST, ARIDE, DRE Instructor

**12** Checkpoints

**12** Saturation Patrols

Generate Earned Media

Publicize patrol activities results (after occurrence)

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced DUI enforcement:

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

Drive Sober or Get Pulled Over – Labor Day

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

## FY27 MOHS TASKS BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department

### PROJECTION TASKS BY QUARTERS:

| SCHEDULE PROJECTION OF TASKS BY QUARTERS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <p><b>1<sup>st</sup> QUARTER (OCTOBER, NOVEMBER &amp; DECEMBER)</b></p><br><p>Conduct not less than <u>3</u> checkpoints during quarter.</p> <p>Conduct not less than <u>3</u> saturation patrols during quarter.</p> <p>Issue a minimum of <u>98</u> DUI Arrest during quarter, to reach a goal of <u>392</u> for FY2027.</p> <p>Issue a minimum of <u>23</u> DUI Other (Drug) Arrest during quarter, to reach a goal of <u>89</u> for FY2027.</p><br><br><p>Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)</p><br><br><br><p><b><u>Additional Tasks:</u></b></p> <p>Participate in the Drive Sober or Get Pulled Over national Christmas/New Year's blitz campaign with enhanced Impaired enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.</p> |
| <p><b>Projected Expenditures for 1<sup>st</sup> Quarter: \$49,919.21</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

## FY27 MOHS TASK BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department

### PROJECTION TASK BY QUARTERS

#### SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

#### **2<sup>nd</sup> QUARTER (JANUARY, FEBRUARY & MARCH)**

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 3 saturation patrols during quarter.

Issue a minimum of 98 DUI Arrest during quarter, to reach a goal of 392 for FY2027.

Issue a minimum of 23 DUI Other (Drug) Arrest during quarter, to reach a goal of 89 for FY2027.

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

#### **Additional Tasks:**

Participate in the Drive Sober or Get Pulled Over national Christmas/New Year's blitz campaign with enhanced Impaired enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

**Projected Expenditures for 2<sup>nd</sup> Quarter: \$49,919.21**

## FY27 MOHS TASK BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department

### PROJECTION TASK BY QUARTERS

#### SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

#### **3<sup>RD</sup> QUARTER (APRIL, MAY & JUNE)**

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 3 saturation patrols during quarter.

Issue a minimum of 98 DUI Arrest during quarter, to reach a goal of 392 for FY2027.

Issue a minimum of 23 DUI Other (Drug) Arrest during quarter, to reach a goal of 89 for FY2027.

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

#### **Additional Tasks:**

Participate in the State Memorial Day blitz campaign with enhanced Impaired enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

**Projected Expenditures for 3<sup>rd</sup> Quarter: \$49,919.21**

## FY27 MOHS TASK BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department

### PROJECTION TASK BY QUARTERS

#### SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

#### **4<sup>TH</sup> QUARTER (JULY, AUGUST & SEPTEMBER)**

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 3 saturation patrols during quarter.

Issue a minimum of 98 DUI Arrest during quarter, to reach a goal of 392 for FY2027.

Issue a minimum of 20 DUI Other (Drug) Arrest during quarter, to reach a goal of 89 for FY2027.

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

#### **Additional Tasks:**

Participate in the State 4<sup>th</sup> of July and Drive Sober or Get Pulled Over national Labor Day blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

**Projected Expenditures for 4<sup>th</sup> Quarter: \$49,919.19**

## FY27 Mississippi Office of Highway Safety-Cost Summary Support Sheet

| <b>1. Applicant Agency: City of Oxford/Oxford Police Department</b>                                                                                                                                                                                           |                                                                                                                                                                                                                                                   |                                                                 |                                      |                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|--------------------------------------|--------------------------------------|
| <b>2. Subgrant Number:</b><br>M5HVE-2027-MD-22-51                                                                                                                                                                                                             |                                                                                                                                                                                                                                                   | <b>3. Grant ID: 405D Alcohol and Drug Impaired Driving FY27</b> | <b>4. Beginning: October 1, 2026</b> | <b>5. Ending: September 30, 2027</b> |
| <b>6. Activity: Alcohol and Drug Impaired Enforcement</b>                                                                                                                                                                                                     |                                                                                                                                                                                                                                                   |                                                                 |                                      |                                      |
|                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                   |                                                                 |                                      |                                      |
| 7. Category & Line Item                                                                                                                                                                                                                                       | 8. Description of item and/or Basis for Valuation                                                                                                                                                                                                 | 9. Budget                                                       |                                      |                                      |
|                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                   | Federal                                                         | All Other                            | Total                                |
| Personal Services-Salary                                                                                                                                                                                                                                      | Individual Officer @ approx. \$35.23 per hour X @ approx. 2080 hrs =<br><b>\$73,278.40</b>                                                                                                                                                        | <b>\$184,204.60</b>                                             |                                      | <b>\$184,204.60</b>                  |
|                                                                                                                                                                                                                                                               | Individual Officer @ approx. \$35.23 per hour X @ approx. 2080 hrs =<br><b>\$73,278.40</b>                                                                                                                                                        |                                                                 |                                      |                                      |
|                                                                                                                                                                                                                                                               | Officers over-time or regular time above and beyond normal work hours @<br>approx. \$47.22 per hour X @ approx. 600 hrs = <b>\$28,332.00</b>                                                                                                      |                                                                 |                                      |                                      |
|                                                                                                                                                                                                                                                               | Grant Coordinator over-time or regular time above and beyond normal work<br>hours @ approx. \$35.83 per hour X @ approx. 260 hrs = <b>\$9,315.80</b>                                                                                              |                                                                 |                                      |                                      |
|                                                                                                                                                                                                                                                               | <b>Total Salaries = \$184,204.60</b>                                                                                                                                                                                                              |                                                                 |                                      |                                      |
| Contractual Services                                                                                                                                                                                                                                          | Shipping/Handling/Freight - <b>\$200.00</b><br><br><b>Total Contractual = \$200.00</b>                                                                                                                                                            | <b>\$200.00</b>                                                 |                                      | <b>\$200.00</b>                      |
| Travel<br>Meals can only be claimed with an overnight hotel stay.<br><br>Meals will be reimbursed at the rate according to MOHS and State guidelines.<br><br>Itemized receipts are required on all In-state travel<br><br>Mileage can only be reimbursed on a | In-State Highway Safety Training: STORM Conference<br>Meals: @ approx. \$68.00 per day x 4 days x 2 people = <b>\$544.00</b><br>Meal Gratuity: \$544.00 x 20% gratuity = <b>\$108.80</b><br><br><b>In-State STORM Conference Total = \$652.80</b> | <b>\$8,683.80</b>                                               |                                      | <b>\$8,683.80</b>                    |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                   |  |                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--|-------------------|
| <p>personal vehicle. Mileage cannot be claimed when using a state/agency issued vehicle.</p> <p>Mileage will be reimbursed at a rate according to MOHS and State guidelines.</p> <p>Proof of mileage should be received with all Mileage reimbursement. Travel cost must coincide with all MOHS, state and federal guidelines, policies, rates. (Ex. MapQuest)</p> <p>Ground Transportation: Fares, fees, and surcharges for taxi, shuttle, airport transportation services, ride sharing services (Uber, Lyft, etc.) from airport to hotel and from hotel to airport.</p> | <p><u>Out of State Highway Safety Training: IACP Impaired Driving Conference on Drugs, Alcohol and Impaired Driving</u></p> <p>Registration: @ approx. \$875.00 x 2 people = <b>\$1,750.00</b></p> <p>Lodging: @ approx. \$300.00 per night x 4 nights = \$1,200.00 x 2 rooms = <b>\$2,400.00</b></p> <p>Lodging taxes and fees: @ approx. \$75.00 per night x 4 nights = \$300.00 x 2 rooms = <b>\$600.00</b></p> <p>Airfare: @ approx. \$500.00 x 2 people = <b>\$1,000.00</b></p> <p>Ground Transportation: \$100.00 x 2 people = <b>\$200.00</b></p> <p>Meals: @ approx. \$95.00 per day x 5 days = \$475.00 x 2 people = <b>\$950.00</b></p> <p>Meal Gratuity: \$950.00 x 20% gratuity = <b>\$190.00</b></p> <p>Baggage fees: \$90.00 x 2 people = <b>\$180.00</b></p> <p>Ground Transportation: 150.00 x 2 people = <b>\$300.00</b></p> <p>Mileage @ approx. 360 x \$0.725 = <b>\$261.00</b></p> <p>Parking: \$100.00 x 2 people = <b>\$200.00</b></p> <p><b>Out-of-State Highway Safety Training Total = \$8,031.00</b></p> <p><b>Total Travel = \$8,683.80</b></p> |                   |  |                   |
| Equipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Dell Pro 14 Laptop (2) x @ approx. \$1,422.23 = <b>\$2,844.46</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>\$2,844.46</b> |  | <b>\$2,844.46</b> |
| Commodities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p>Alco-Sensor FST Mississippi Instrument Set – (2) x @ approx. \$490.00 each = <b>\$980.00</b></p> <p>Alco-Sensor Mouthpiece – (1000) x @ approx. \$0.27 each = <b>\$270.00</b></p> <p>Sotoxa Test Cartridge/Collection Kit – (2) x @ approx. \$685.00 each = <b>\$1,370.00</b></p> <p>Heavy Duty Standard Traffic Cone – (2) x @ approx. \$35.00 = <b>\$70.00</b></p> <p>Traffic Safety Cones – (5) x @ approx. \$30.00 = <b>\$150.00</b></p> <p>Stinger Flashlights – (4) x @ approx. \$225.99 = <b>\$903.96</b></p> <p><b>Total Commodities = \$3,743.96</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>\$3,743.96</b> |  | <b>\$3,743.96</b> |

|               |                     |               |                     |
|---------------|---------------------|---------------|---------------------|
| <b>TOTALS</b> | <b>\$199,676.82</b> | <b>\$0.00</b> | <b>\$199,676.82</b> |
|---------------|---------------------|---------------|---------------------|

# Mississippi Office of Highway Safety

## **FY27 Agreement of Understanding and Compliance**

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

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

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

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

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

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

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

### **I. REIMBURSEMENT OF ELIGIBLE EXPENSES**

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



documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.

- F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project (**Close of Business (COB) November 15<sup>th</sup>**). Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

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

## **II. ON-SITE MONITORING AND EVALUATION**

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

## **III. PROPERTY AGREEMENT**

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-Grantee shall immediately notify the MS Office of Highway Safety, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Grantee further agrees to transfer or otherwise dispose of such equipment, as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-Grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project. Former sub-grantees (no longer active in the grant program) are required to submit equipment reports/updates on the equipment purchased with federal funds for the extent of the useful life.
- Each Sub-Grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
- A physical inventory of the property must be taken and the results reconciled with the property records at least once a year for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.

- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Approved equipment with a purchase price of \$10,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

#### **IV. STAFFING**

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

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

#### **V. GENERAL PROJECT REQUIREMENTS**

- A. Agreements, Modifications and Revisions
- The Sub-grantee must return original copies of agreements, modifications, and revisions to MOHS physical address. All original documents require an **original signature signed in BLUE ink** by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.). MOHS will not accept a secondary signatory official signature or initials.
  - In the fully executed grant agreement, the Cost Summary Support Sheet details all allowable cost for which MOHS approved and will reimburse an agency. Any cost not listed in the fully executed grant agreement and/or an approved modification/revision will not be reimbursed.
  - All recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302. from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.
  - No budget modification requests will be accepted by the MS Office of Highway Safety before **January 1<sup>st</sup>** (the second quarter) and after **July 31<sup>st</sup>**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety signed by the Authorized Signatory Official. Changes to the Agreement will not be effective, until both parties have executed the modification.
- B. Any change to out-of-state travel approved in the Grant Agreement, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than thirty (30) days before the intended date of travel on Agency letterhead.
- Out of State Travel - All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
  - In State Travel - All federal funded **in state travel** requires **itemized receipts** for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
  - In State Travel - Meals can only be claimed with an overnight hotel stay.

- In State Travel – Hotel rates must be based on DFA travel policy for State agencies. Non-State agencies hotel rates must follow the agency's current travel policy.
  - Meal cost, taxes, and fees (credit card, delivery, service, etc.) are approved cost included in the allocated amount under travel in the grant agreement. Because these costs are associated with travel and needed to carry out project activities, they are considered allowable, reimbursable cost for meals. The amount allowed for individual meals should not exceed the daily maximum reimbursement rate approved in the grant agreement.
  - Fares, fees, and surcharges for taxi, shuttle, airport transportation services, ride sharing services (Uber, Lyft, etc.) to and from a hotel are allowable and require an itemized receipt. The amount allowed for transportation should not exceed the maximum reimbursement amount approved in the grant agreement. Fuel surcharges are only allowable on any ride sharing service if no surcharges are applied for paying with a credit card.
  - MOHS reimburse travel according to Section 25-3-41, Mississippi Code of 1972, establishes guidelines for travel reimbursement of the State of Mississippi, and of any department, institution, board or commission thereof. It also provides that the Mississippi Department of Finance and Administration (DFA) shall promulgate rules and regulations to effectuate economies for all expenses authorized under this section. All rules and regulations contained herein apply to all MOHS sub-grantees.
- C. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- D. The Local Governmental Resolution Agreement and Authorization to Proceed included within this Agreement, must be completed by the Authorizing Official, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the cost of the project described in the award. The City/County seal is required. This document is not applicable to State agencies.
- E. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted sixty (60) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.
- F. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.
- G. The Assurance of Understanding included within this Agreement, must be completed by the Authorizing Official, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the cost of the project described in the award.
- H. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
  - Warning citation policy (If Applicable);
  - Pursuit policy (Must Retain a Copy);
  - Checkpoint policy (If Applicable);
  - Saturation patrol policy (If Applicable); and
  - DUI enforcement policy (If Applicable)
  - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)

- I. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
  - Agency Leave policy (personal and/or vacation, sick, holiday, and military); and
  - Agency Overtime Policy
  - Fiscal Control and Fund Accounting Procedures
  - Pursuit Policy (Law Enforcement Only)
  - In-Direct Cost Agreement (If Applicable)
- J. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.
- K. All Instructor related training **must be** included within the grant Agreement under Strategies to receive reimbursement.
- L. Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
- Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines)
  - Alcohol testing
  - Mobile video systems
- M. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding \$1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.
- N. The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.
- O. Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- P. Execution of Agreement: Grant Agreements are not effective until all parties (MOHS, PSP Executive Director/Governor's Rep and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.
- Q. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- R. Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.

- S. Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.
- T. Project Commencement: Unless otherwise indicated within the grant agreement, sub-grantee program activity will begin within **(30) days of the approved start date**, after signed approval of the grant agreement by the MOHS Director. If program activity does not begin within this time period, the program may be subject to cancellation and funds may be reallocated.
- U. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
  - The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.

## **VI. UNALLOWABLE COST**

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

The following are unallowable:

### **A. Unallowable Costs for Facilities and Construction:**

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

Examples of office furnishings and fixtures

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

### **B. Unallowable Equipment Costs:**

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)

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

**C. Unallowable Training Costs:**

- Training of Special Traffic Enforcement Program (STEP) law enforcement officers.
- An individual's salary while pursuing training or the salary of the individual's replacement (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for law enforcement attending drug recognition expert training.

**D. Unallowable Program Administration:**

- General costs of government - For States, local governments and Indian Tribes, the general costs of government are unallowable except as provided in 2 CFR 200.475 Travel Cost. (Reference 2 CFR 200.444 and 2 CFR 200.475).
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable. (Reference 2 CFR 200.423).
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.
- Entertainment costs, including amusement and social activities and expenses directly associated with such costs (tickets to shows or sporting events, meals, lodging, rentals, transportation, and gratuities). 2 CFR 200.438.

**E. Lobbying:**

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

**F. Additional Items Unallowable:**

- Cell phones, guns, and office furniture are **not** allowable for purchase with these funds under any circumstances.
- The cost of promotional items and memorabilia, including models, gifts and souvenirs are unallowable advertising and public relations costs. (2 CFR Part 200.421(e)(3)). Promotional items that are unallowable can include t-shirts, hats, key chains, bumper stickers, etc.
- Costs are **not** allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS **will not reimburse** for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is **not** allowable for Sub-Grantees.

**CERTIFICATIONS AND ASSURANCES**  
**FEDERAL CERTIFICATIONS AND ASSURANCES**

**NONDISCRIMINATION**

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

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

**TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d et seq., 78 stat. 252)**

Prohibits discrimination on the basis of race, color, national origin and 49 CFR part 21.

**THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601)**

Prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects.

**FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 et seq.) AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686)**

Prohibit discrimination on the basis of sex.

**SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 et seq.)**

As amended, prohibits discrimination on the basis of disability and 49 CFR part 27.

**THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 et seq.)**

Prohibits discrimination on the basis of age.

**THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209)**

Broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not.

**TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189)**

Prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing and 49 CFR parts 37 and 38.

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause,

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees”:

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time.
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein.
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA.
4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.
5. To insert this clause, including paragraphs (1) through (5), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

### **POLITICAL ACTIVITY (HATCH ACT)**

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

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

### **CERTIFICATION REGARDING FEDERAL LOBBYING**

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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



## **RESTRICTION ON STATE LOBBYING**

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

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

## **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

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

### Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into

this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (<https://www.sam.gov>)
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

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

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

#### Instructions for Lower Tier Certification

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

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

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

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

## **CERTIFICATION ON CONFLICT OF INTEREST 23 CFR 1300 APPENDIX A**

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

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

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

## **PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

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

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

## **BUY AMERICA ACT**

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

## **MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES**

### **Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services and High Visibility Enforcement (HVE)**

#### **Participation Compliance**

#### **(Applies only to Law Enforcement Sub-Grantees)**

1. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols:
  - ▣ Unusual incidents of alcohol/ drug related crashes/fatalities
  - ▣ Alcohol/ drug impaired driving violations
  - ▣ Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed)
  - ▣ Any other documented alcohol/ drug related vehicular incidents
  - ▣ Citation data related to restrained and unrestrained occupants
  - ▣ Unusual incidents of unbelted crashes/fatalities

- ▯ Seatbelt/Child restraint violations
- ▯ Unusual incidents of teen crashes/fatalities
- ▯ Unusual incidents of speed crashes/fatalities

2. Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of HVE Enforcement Participation must comply with the following:
3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.
4. Sub-Grantee **will engage** in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a blitz form reporting the total number of citations issued, checkpoints, saturation patrols, arrests, and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.
6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

#### **DUI/Impaired Compliance**

**High Visibility Enforcement (HVE) and Public Information and Education (PI&E)**  
**Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154),**  
**and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement**

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

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

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

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

National Drive Sober or Get Pulled Over campaign with enhanced enforcement: Christmas/ New Year's

National Drive Sober or Get Pulled Over campaign with enhanced enforcement: Labor Day

State blitz campaigns with enhanced enforcement: Super Bowl, Memorial Day, 4<sup>th</sup> of July

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

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

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

- Occupant Protection/Police Traffic Services activities for STEP officers assigned to work enforcement overtime **will include** checkpoints, saturation patrols and other 402 OP/PT specific enforcement activities as designated.
- Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week endorsed by the NHTSA
- The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the State campaigns.
- Sub-Grantee **will submit** HVE blitz forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for national blitz campaigns. Failure to comply with this requirement may result in the delay of reimbursement payments.

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

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

National Click It or Ticket campaign with enhanced enforcement: Memorial Day

State blitz campaigns with enhanced enforcement: Christmas/New Year's, Super Bowl, 4<sup>th</sup> of July, Labor Day

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

### **Law Enforcement Liaison Participation Compliance** **(Applies only to Law Enforcement Liaison Sub-Grantees)**

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

Sub-Grantee with a LEL Network Coordination Grant **must** sign the MOHS Law Enforcement Liaison Agreement. A LEL serves as a liaison between the Mississippi Office of Highway Safety and the state's law enforcement community. LELs help promote and enhance state and national highway safety programs, initiatives, and campaigns.

Sub-Grantee with a LEL Network Coordination Grant **must hold** a LEL Network meeting to promote State/County/Local networking for the Christmas/New Year's, Memorial Day, and Labor Day national blitz campaigns, blitz reporting, and PI&E efforts.

Sub-Grantee with a LEL Network Coordination Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns.

Sub-Grantee with a LEL Network Coordination Grant **will promote** MOHS highway safety countermeasures and enforcement strategies.

### **Audit Requirements:**

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

(a) *Audit required.* A non-Federal entity that expends \$1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

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

(d) *Exemption when Federal awards expended are less than \$1,000,000.* A non-Federal entity that expends less than \$1,000,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

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

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

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, for procurement transactions in which the contractor is made responsible for meeting program requirements, the auditee must ensure those requirements are met, including by clearly stating the contractor's responsibilities within the contract and reviewing the contractor's records to determine compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include a determination of whether these transactions comply with Federal statutes, regulations, and the terms and conditions of a Federal award.

(h) *For-profit sub recipient.* This subpart does not apply to for-profit organizations. As necessary, the pass through entity is responsible for establishing requirements to ensure compliance by for-profit subrecipients. The subaward with a for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring throughout the performance of the subaward, and post-award audits. See also §200.332 Requirements for pass-through entities.

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



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

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

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or Sub-Grantee recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, **each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted.** Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding. (MS Code Annotated § 45-1-43)

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

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

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

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

Instrument Prepared By:  
Phillip L. Tutor (MS Bar #8160)  
Attorney at Law  
P.O. Box 690  
Pontotoc, MS 38863

INDEXING INSTRUCTIONS: Southwest Quarter, Section 5, Township 9 South, Range 3 West,  
Lafayette County, Mississippi

#### AGREEMENT AND MORTGAGE

WHEREAS, the [City of Oxford, Mississippi] (hereinafter called Mortgagor) has applied to, received, and accepted from the United States Department of Commerce, Economic Development Administration (EDA), with an address at 401 W. Peachtree St. NW, Suite 1820, Atlanta, Georgia 30308, a grant under the Public Works and Economic Development Act of 1965 (42 U.S.C. § 3121 *et seq.*) (PWEDA) in the amount of [\$2,000,000.00] Dollars (EDA Grant Amount) pursuant to a Financial Assistance Award dated [July 1, 2024], and bearing EDA Award No. [ED24ATL0G0226] (Award);

WHEREAS, pursuant to the application submitted by Mortgagor requesting said Award, which includes all forms, documentation, and any information submitted to EDA as part and in furtherance of the request for the Award, including any information submitted after the initial application (Grant Application) and pursuant to the Award, the Grant Amount is to be used for the purpose of acquiring or making improvements to the real property described in Exhibit A, attached hereto and made a part hereof (Project Property), consisting of [rehabilitation to three (3) transfer stations at Lafayette County, Monroe County, and Lee County. The rehabilitation will include, but is not limited to, the buildings, floors, loading stations, and the addition of new 70' x 10' full-length truck scales on the exterior of each facility] (Project);

WHEREAS, [20] years from the [trigger date (e.g., date of award, construction end

date, etc.)), as determined by EDA, is the Estimated Useful Life, as defined in 13 C.F.R. § 314.1, of the improvements made to the Project Property pursuant to the Project;

WHEREAS, under government-wide regulations set out at 2 CFR part 200 and EDA's regulations governing the Award at 13 CFR Chapter III, any transfer or conveyance of Project Property or any portion thereof must have the prior written approval of EDA;

WHEREAS, in accordance with PWEDA, EDA is not authorized to permit transfer or conveyance of Project Property to parties that are not eligible to receive EDA grants unless EDA is repaid the Federal Share as defined at 13 CFR § 314.5 ("Federal Share") or unless the authorized purpose of the Award is to develop land in order to lease or sell it for a specific use, in which case EDA may authorize a lease or sale of the Project Property or a portion thereof if certain conditions are met;

WHEREAS, the aforesaid Award from EDA provides the purposes for which the Grant Amount may be used and provides, *inter alia*, that Mortgagor will not sell, lease, mortgage, or otherwise use or alienate any right to, or interest in the Project Property, or use the Project Property for purposes other than or different from those purposes set forth in the Award and the Grant Application made by Mortgagor therefor, such alienation or use being prohibited by 13 CFR part 314 and 2 CFR part 200; and

WHEREAS, Mortgagor and EDA desire to establish an obligation for and first priority lien on Project Property in favor of EDA in the event that the Project Property is used, transferred, or alienated in violation of the Award, 13 CFR Chapter III, or 2 CFR part 200;

NOW THEREFORE, Mortgagor does hereby grant and convey unto EDA, its successors and assigns, a mortgage and a lien on said Project Property to secure Mortgagor's obligation (i) to comply with the terms and conditions of the Award and the regulations set forth in 13 CFR Chapter III and 2 CFR part 200, and (ii) to use Project Property only for the purposes set forth therein for the Estimated Useful Life of Project Property. Mortgagor agrees that a debt, with interest thereon at the rate set forth in 31 U.S.C. § 3717, in the amount of the Federal Share, which amount shall be determined at the sole discretion of EDA in accordance with its authorities and regulations, such amount being either EDA's pro-rata share of the fair market value of the Project Property, as further set forth at 13 CFR § 314.5, as that provision may be amended from time to time, the Grant Amount, or the amount actually disbursed under the Award (Indebtedness), shall be due and payable by Mortgagor to EDA upon the termination of the Award, or any attempt to use, transfer, or alienate any interest in Project Property in violation of the Award or of the regulations set forth in 13 CFR Chapter III or 2 CFR part 200 and does, moreover, agree that such Indebtedness shall be extinguished only through the full payment thereof to the Federal Government.

Mortgagor further covenants and agrees as follows:

1. Lease of Project Property:

If the Grant Application provides for and the Award authorizes Mortgagor to lease Project Property, each lease arrangement shall be subject to the prior written approval of EDA. EDA must determine that the applicable lease arrangement is consistent with the Grant Application and authorized general and special purpose(s) of the Award; will provide adequate employment and economic benefits for the area in which Project Property is located; is consistent with EDA policies concerning, but not limited to, non-discrimination, non-relocation, and environmental requirements; and that the proposed lessee is providing adequate consideration, as defined in 13 CFR § 314.1, to Mortgagor for said lease. Any lease agreement entered into by Mortgagor of the Project Property shall be subordinate, junior, and inferior to this Agreement and Mortgage, and, at EDA's request, be expressly subordinated in writing and the written subordination recorded in the same manner as this Agreement and Mortgage.

2. Charges; Liens:

Mortgagor shall protect the title and possession of all Project Property; pay when due all taxes, assessments, mechanic and/or materialmen liens, and other charges, fines, and impositions now existing or hereafter levied or assessed upon Project Property; and preserve and maintain the priority of the lien hereby created on Project Property, including any improvements hereafter made a part of the realty.

3. Hazard Insurance:

Mortgagor shall insure and keep insured all improvements now or hereafter created upon Project Property against loss or damage by fire and windstorm and any other hazard or hazards included within the term "extended coverage." The amount of insurance shall be the full insurable value of said improvements but in no event less than the full replacement value of the improvements. Any insurance proceeds received by Mortgagor due to loss shall be applied to restoration or repair of any damaged Project Property, provided such restoration or repair is economically feasible and the security of this Agreement and Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Agreement and Mortgage would be impaired, Mortgagor shall use said insurance proceeds to compensate EDA for its Federal Interest. EDA's Federal Interest, as defined at 13 C.F.R. § 314.2 ("Federal Interest") shall be satisfied when amount received is equal to the Federal Share as that term is defined at 13 CFR § 314.5 ("Federal Share").

4. Preservation and Maintenance of the Project Property:

Mortgagor shall keep Project Property in good condition and repair during the Estimated Useful Life and shall not permit or commit any waste, impairment, or deterioration of Project Property, but shall give notice written thereof to EDA without delay.

5. Indemnification

To the extent permitted by Mississippi law, Recipient agrees to indemnify and hold the Federal Government harmless from and against all liabilities that the Federal Government may incur as a result of providing an award to assist, directly or indirectly, in the preparation of the Project Property or construction, renovation, or repair of any facility on the Project Property, to the extent that such liabilities are incurred because of toxic or hazardous contamination of groundwater, surface water, soil, or other conditions caused by operations of the Recipient or any of its predecessors (other than the Federal Government or its agents) on the Project Property. *See also* 13 C.F.R. § 302.19 (“Indemnification”).

6. Inspection:

EDA may make or cause to be made reasonable entries upon and inspection of Project Property by EDA or an authorized representative of EDA.

7. Condemnation:

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of Project Property, or any part thereof, or for any conveyance in lieu of condemnation shall be used by Mortgagor to compensate EDA for EDA’s Federal Share. EDA’s Federal Share of said condemnation proceeds shall be equal to that percentage which the Grant Amount bore to the total project costs under the Award for which the condemned property was acquired or improved. *See also* 13 CFR § 314.5 (“Federal Share”).

8. Recording of Agreement and Mortgage – Mortgagor’s Copy:

Mortgagor shall record this Agreement and Mortgage in accordance with the laws and rules of the County where Project Property is located, and shall ensure that the lien hereby granted is a first and prior lien on Project Property senior to all other interests save those which may arise by operation of law EDA shall be furnished with the original, recorded Agreement and Mortgage as executed.

9. Notice:

Any notice from EDA to Mortgagor provided for in this Agreement and Mortgage shall be sent by certified mail to Mortgagor’s last known address or at such address as Mortgagor may designate to EDA, except for any notice given to Mortgagor in the manner as may be prescribed by applicable law as provided hereafter in this Mortgage. Likewise, any notice from Mortgagor to EDA shall be sent by certified mail to EDA’s address.

10. Remedies:

Upon Mortgagor's breach of any term or condition of the Award or any provision of this Agreement and Mortgage, then EDA, its designees, successors, or assigns may declare the Indebtedness immediately due and payable, and may enforce any and all remedies available including but not limited to foreclosure by an action brought either in a United States District Court or in any State Court having jurisdiction, but such action shall not be deemed to be a release or waiver of any other right or remedy to recover repayment thereof.

After any breach on the part of Mortgagor, EDA shall, upon bill filed or the proper legal proceedings being commenced for the foreclosure of this Agreement and Mortgage, be entitled, as a matter of right, to the appointment by any competent court, without notice to any party, of a receiver of the rents, issues, and profits of Project Property, with power to lease and control such Property, and with such other powers as may be deemed necessary.

11. Remedies Cumulative:

All remedies provided in this Agreement and Mortgage are distinct and cumulative to any other right or remedy under this Agreement and Mortgage, the Award, or related documents, or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. Forbearance Not a Waiver:

Any forbearance by EDA in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by EDA shall not be a waiver of EDA's rights under this Agreement and Mortgage.

13. Release:

EDA and the Mortgagor agree that, so long as the possession and use of Project Property by Mortgagor has been only for the purposes set forth in the Award and Grant Application, then after the Estimated Useful Life of the improvements to Project Property, Mortgagor may request a release of the Federal Interest in accordance with 13 CFR part 314, which will not be withheld except for good cause, as determined in EDA's sole discretion; provided, however, that in accordance with 13 CFR part 314, restrictions upon the religious use or discriminatory practices in connection with the use of Project Property shall survive this Agreement and Mortgage and any release thereof, which shall be evidenced by a separate recorded covenant.

14. Governing Law; Severability:

This Agreement and Mortgage shall be governed by applicable federal law, if any, and if there is no applicable federal law by state law, and nothing contained herein shall be construed to limit the rights the EDA, its designees, successors, or assigns are entitled to

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STATE OF MISSISSIPPI

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

Personally appeared before me, the undersigned authority in and for the aforesaid County and State, the within named \_\_\_\_\_ proven to me to be the Mayor of the City of Oxford, Mississippi and \_\_\_\_\_ the \_\_\_\_\_ of the City of Oxford, Mississippi, who acknowledged that they signed and delivered the above and foregoing instrument for the purposes mentioned on the day and year therein mentioned, after being duly authorized to do so.

Given under my hand and seal this the \_\_\_\_ day of \_\_\_\_\_, 2026.

NOTARY PUBLIC \_\_\_\_\_

(SEAL)

MY COMMISSION EXPIRES: \_\_\_\_\_



# EXHIBIT A

## TRACT II

**OWNER:** City of Oxford, Mississippi  
Lafayette County, Mississippi

SW ¼, Section 5, Township 9 South, Range 3 West



## OXFORD POLICE DEPARTMENT

**Jeff McCutchen**

*Chief of Police*

**Sheridan Maiden**

*Deputy Chief of Police*

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

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

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

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

---

#### **I. Applicant Information:**

Name: Visit Oxford - Laine Mitchell

Phone Number: 662-801-5891 E-mail Address: laine@visitoxfordms.com

Address: 107 Courthouse Square

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

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

☐ Yes

☒ No

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

Name of Business/Organization: \_\_\_\_\_

Director of Business/Organization: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_\\_\_\_\_\_\\_\_\_\_\_  
(City) (State) (Zip Code)

Name of On-Site Contact Person at Event: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

---

II. Event Information:

Date: 9-17-26 Start Time: 4:00pm End Time: 6:00pm

Type of Event: Third Thursday - Music in the Park

Event Location Information:

Starting Point Location: City Hall Pocket Park

Finish Line Location: NA

Detailed Route: NA

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

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

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

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

Description of Attention-Getting Devices, Signs, Banners, or Recording Equipment to be  
Used by Event: A-frame, amplified music

III. Application Fee:

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

IV. Police Protection Fee:

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

V. Signatures:

 9-17-26  
Applicant Signature Date

Approved By: Chief of Police, Oxford Police Department Date



## OXFORD POLICE DEPARTMENT

**Jeff McCutchen**

*Chief of Police*

**Sheridan Maiden**

*Deputy Chief of Police*

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#### **I. Applicant Information:**

Name: Visit Oxford - Laine Mitchell

Phone Number: 662-801-5891 E-mail Address: laine@visitoxfordms.com

Address: 107 Courthouse Square

Oxford \ MS \ 38655

(City)

(State)

(Zip Code)

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

☐ Yes

☒ No

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

Name of Business/Organization: \_\_\_\_\_

Director of Business/Organization: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

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

(City)

(State)

(Zip Code)

Name of On-Site Contact Person at Event: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

---

II. Event Information:

Date: 10-17-26 Start Time: 5:00pm End Time: 7:00pm

Type of Event: Third Thursday - Music in the Park

Event Location Information:

Starting Point Location: City Hall Pocket Park

Finish Line Location: NA

Detailed Route: NA

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

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

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

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

Description of Attention-Getting Devices, Signs, Banners, or Recording Equipment to be

Used by Event: A-frame, amplified music

---

III. Application Fee:

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

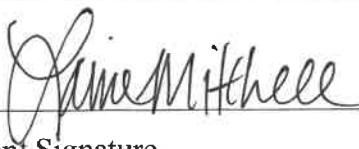
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IV. Police Protection Fee:

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

---

V. Signatures:

 10-17-26  
Applicant Signature Date

Approved By: Chief of Police, Oxford Police Department Date



## OXFORD POLICE DEPARTMENT

**Jeff McCutchen**

*Chief of Police*

**Sheridan Maiden**

*Deputy Chief of Police*

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

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

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

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

---

#### **I. Applicant Information:**

Name: Visit Oxford - Laine Mitchell

Phone Number: 662-801-5891 E-mail Address: laine@visitoxfordms.com

Address: 107 Courthouse Square

Oxford \ MS \ 38655

(City)

(State)

(Zip Code)

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

☐ Yes

☒ No

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

Name of Business/Organization: \_\_\_\_\_

Director of Business/Organization: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

(City)

(State)

(Zip Code)

Name of On-Site Contact Person at Event: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

---

II. Event Information:

Date: 11-19-26 Start Time: 5:00pm End Time: 7:00pm

Type of Event: Third Thursday - Music in the Park

Event Location Information:

Starting Point Location: City Hall Pocket Park

Finish Line Location: NA

Detailed Route: NA

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

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

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

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

Description of Attention-Getting Devices, Signs, Banners, or Recording Equipment to be  
Used by Event: A-frame, amplified music

III. Application Fee:

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

IV. Police Protection Fee:

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

V. Signatures:

 11-19-26  
Applicant Signature Date

Approved By: Chief of Police, Oxford Police Department Date



## OXFORD POLICE DEPARTMENT

**Jeff McCutchen**

*Chief of Police*

**Sheridan Maiden**

*Deputy Chief of Police*

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

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

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---

#### I. Applicant Information:

Name: Visit Oxford - Laine Mitchell

Phone Number: 662-801-5891 E-mail Address: laine@visitoxfordms.com

Address: 107 Courthouse Square

Oxford \ MS \ 38655

(City)

(State)

(Zip Code)

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

☐ Yes

☒ No

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

Name of Business/Organization: \_\_\_\_\_

Director of Business/Organization: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

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

(City)

(State)

(Zip Code)

Name of On-Site Contact Person at Event: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

---



II. Event Information:

Date: 12-17-26 Start Time: 5:00pm End Time: 7:00pm

Type of Event: Third Thursday - Music in the Park

Event Location Information:

Starting Point Location: City Hall Pocket Park

Finish Line Location: NA

Detailed Route: NA

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

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

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

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

Description of Attention-Getting Devices, Signs, Banners, or Recording Equipment to be  
Used by Event: A-frame, amplified music

III. Application Fee:

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

IV. Police Protection Fee:

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

V. Signatures:

 12-17-26  
Applicant Signature Date

Approved By: Chief of Police, Oxford Police Department Date



## OXFORD POLICE DEPARTMENT

Jeff McCutchen

*Chief of Police*

Sheridan Maiden

*Deputy Chief of Police*

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

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

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

---

#### I. Applicant Information:

Name: Visit Oxford

Phone Number: 662-232-2477 E-mail Address: laine@visitoxfordms.com

Address: 107 Courthouse Square

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

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

☒ Yes ☐ No

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

Name of Business/Organization: Oxford-Lafayette Co. Chamber of Commerce

Director of Business/Organization: Pam Swain

Phone Number: 662-607-1700 E-mail Address: pam@oxfordms.com

Address: 299 Jackson Avenue West  
\_\_\_\_ \ \_\_\_\_ \ \_\_\_\_  
(City) (State) (Zip Code)

Name of On-Site Contact Person at Event: Pam Swain

Phone Number: 662-607-1700 E-mail Address: pam@oxfordms.com

---

II. Event Information:

Date: 11-14-26 Start Time: 9:00am End Time: 2:00pm

Type of Event: Shop Oxford

Event Location Information:

Starting Point Location: \_\_\_\_\_

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

Detailed Route: City Hall Pocket Park (near sidewalk)

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

Designation of any City of Oxford Facilities and/or Equipment to be Utilized: \_\_\_\_\_  
event will take place 10am-1pm, merchants open for Holiday shopping eve

Number of Expected Participants: 150 Number of Expected Spectators: 150

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

Description of Attention-Getting Devices, Signs, Banners, or Recording Equipment to be

Used by Event: signing for the event will be located around the Square

---

III. Application Fee:

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

---

IV. Police Protection Fee:

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

---

V. Signatures:

11-14-26

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

Approved By: Chief of Police, Oxford Police Department \_\_\_\_\_ Date \_\_\_\_\_



### Memorandum

**To:** Mayor and Board of Alderman  
**From:** James Hirsch, Planner I  
**Date:** July 21, 2026  
**RE:** Request approval for Case #3371, Final Plat for 'The Heights, Phase 6' requested by Oxford Commons Lots, LLC (David Blackburn) for property located at Devonshire Drive (PPIN #37696)

---

The applicant seeks Final Plat approval for 'The Heights, Phase 6', a plat with 15 lots and a common area/stormwater detention area. The subject property is +/- 2.54 acres located off of Devonshire Drive just west of F.D. Buddy East Parkway and directly south of Oxford High School. The Preliminary Plat was approved at the November 18, 2025 meeting of the Board (Case #3283).

The lots meet the dimensional standards of the underlying (SR) Suburban Residential zoning.

At the July 13, 2026 Planning Commission meeting, the Planning Commission unanimously recommended approval of the Final Plat with two conditions.

**Recommendation:** Staff recommends approval of the requested Final Plat for 'The Heights, Phase 6' with the following conditions:

1. Approval of 'The Heights, Phase 6' by the Mayor and Board of Aldermen (Planning).
2. Approval is for the plans as submitted (Planning).

**Case 3371**

**To:** Oxford Planning Commission  
**From:** Kate Kenwright, AICP; Planner II  
**Date:** July 13, 2026

**Applicant:** Oxford Commons Lots, LLC (David Blackburn)  
**Owner:** Same  
**Request:** Preliminary Plat Approval for 'The Heights, Phase 6'  
**Location:** Devonshire Drive (PPIN #37696)  
**Zoning:** (SR) Suburban Residential

**Surrounding Zoning:**

**All:** (SR) Suburban Residential

**Case History:** Case #2487 – Special Exception – May 2019  
 Case #2481 – Plat Approval – May 2019

**Planning Comments:**

The applicant seeks Final Plat approval for 'The Heights, Phase 6', a plat with 15 lots and a common area/stormwater detention area. The subject property is +/- 2.54 acres located off of Devonshire Drive just west of F.D. Buddy East Parkway and directly south of Oxford High School. The Preliminary Plat was approved at the November, 2025 meeting of this Commission.

The lots meet the dimensional standards of the underlying (SR) Suburban Residential zoning.

Tree mitigation will be applicable to all of The Heights. There is a required conservation easement of 14% for all areas included in the Tree Mitigation Variance Agreement approved by the Planning Commission in January of 2016.

**Engineering Comments:**

The stormwater management requirements for this phase will be met by conveying stormwater runoff with inlets and pipes to an existing above-ground detention basin. The aboveground detention basin is located at the south end of the property. The detention basin will discharge to the south. This discharge will be conveyed via storm drain pipe to a larger detention pond located along the southern border of

the Heights Subdivision, between the ends of Primrose Cove and Hedges Cove. The Engineering Department has previously approved the Stormwater Management Plan for this project.

**Staff Recommendation:** Staff recommends approval of the Preliminary Plat for 'The Heights, Phase 6' with the following conditions:

1. Approval of 'The Heights, Phase 6' by the Mayor and Board of Aldermen (Planning).
2. Approval is for the plans as submitted (Planning).

Geotechnical Engineering  
Hydraulic Engineering  
Civil Engineering  
Surveying

1776 N. Lamar Ave.  
Oxford, MS 38655  
[oxford@pecorpms.com](mailto:oxford@pecorpms.com)



Land Planning/Subdivisions  
Road and Bridge Design  
Utility System Design  
Materials Testing

Phone 662-234-8539  
Fax 662-234-8639  
[www.pecorpms.com](http://www.pecorpms.com)

June 8, 2026

Ben Requet  
City Planner  
107 Courthouse Square  
Oxford, MS 38566  
(662) 232-2305

Re: Final Plat Submittal  
Request: Final Plat Approval  
The Heights at Oxford Commons – Phase 6

Dear Mr. Requet,

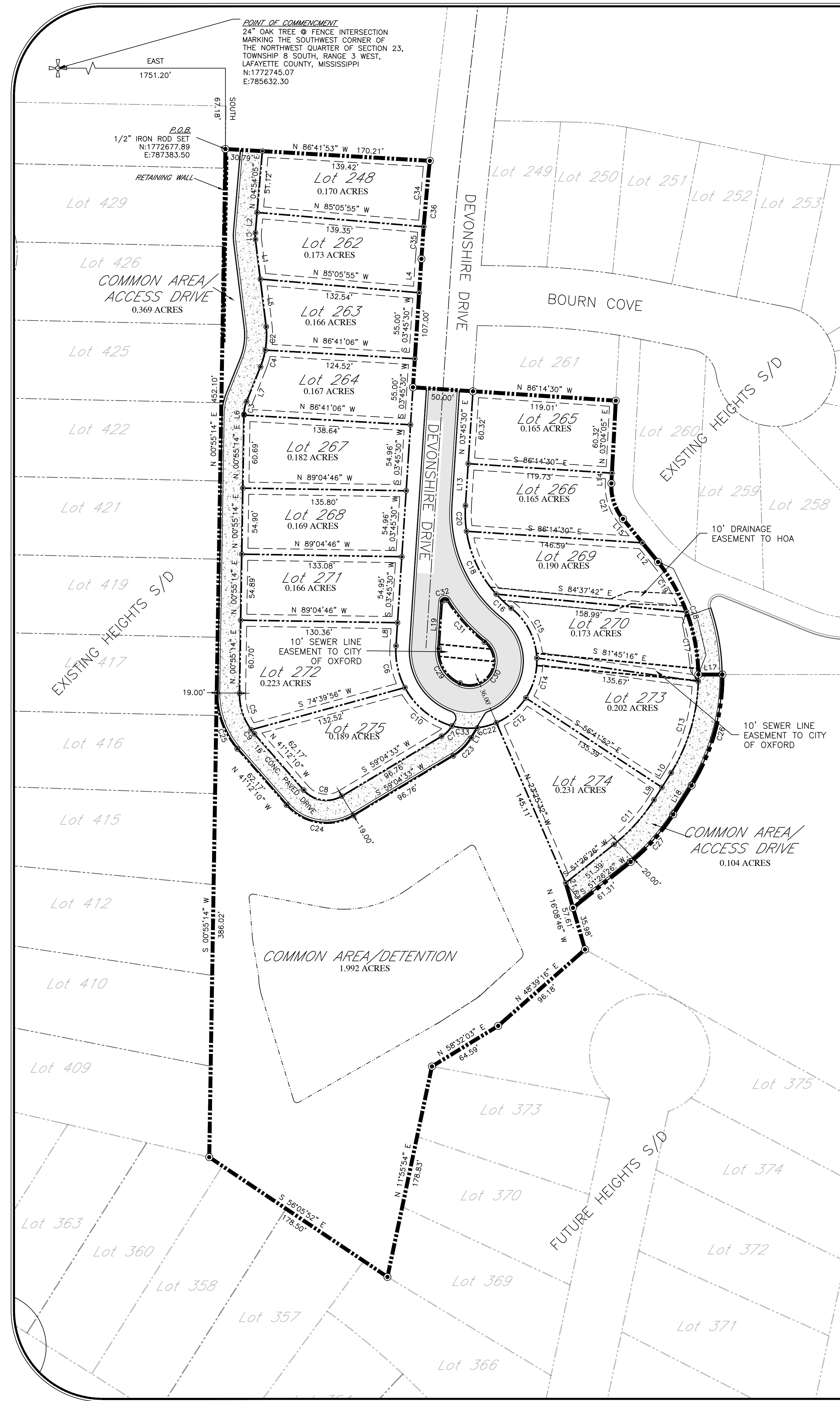
The requested approval is for the final plat submittal of the Heights Subdivision Phase 6 at Oxford Commons. The original submittal was part of the Oxford Commons Master Plan. This phase, along with all other future phases, were approved in 2019 as part of the redivision of The Heights. The phase seeking reapproval is located South of Sisk Ave. and directly South of the High school. The stormwater was also approved in 2019 to match the new subdivision layout. The drainage is still directed to the Southeast corner of the subdivision and collected in a large detention pond.

If you have any questions or comments, please feel free to contact me at our office.

Sincerely,

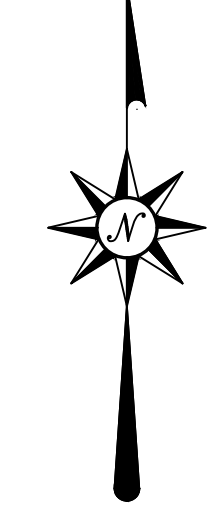
Jonathan E. Adams, PS  
Precision Engineering Corporation  
(662) 234-8539





LEGEND

- PROPERTY LINES
- ADJOINING PROPERTY LINES
- EASEMENT LINES
- SETBACK LINES
- EDGE OF PAVEMENT
- CENTERLINE OF ROAD
- FENCE LINES
- BUILDING
- PROPERTY CORNERS
- EXISTING MONUMENTS
- PROPERTY CORNERS NOT SET
- POWER POLE



DESCRIPTION OF PROPERTY

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83 GRID VALUES, USING A SCALE FACTOR OF 0.999995158 AND A CONVERGENCE ANGLE OF (-300 DEGREES 22 MINUTES 18 SECONDS (DETERMINED BY GPS OBSERVATIONS) CALCULATED AT THE POINT OF COMMENCEMENT OF THIS SURVEY.

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 3 WEST, LAFAYETTE COUNTY, MISSISSIPPI, CONTAINING 5.658 ACRES, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 24" OAK TREE AT A FENCE INTERSECTION LOCATED AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 3 WEST LAFAYETTE COUNTY, MISSISSIPPI. SAID POINT BEING FURTHER DEFINED BY STATE PLANE COORDINATES OF N:1772677.89 AND E:787383.50, AND ALSO BEING THE POINT OF BEGINNING.

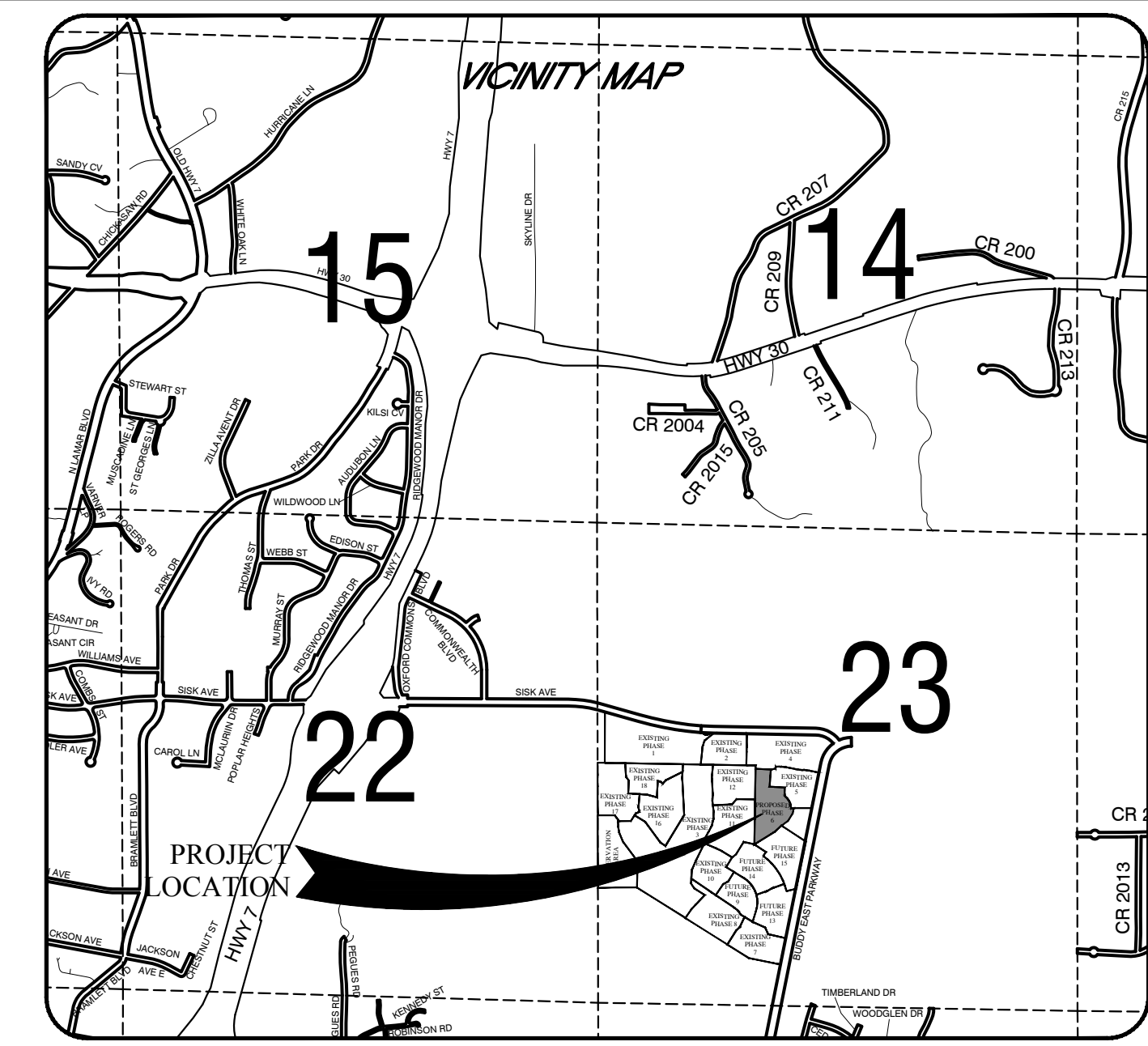
RUN THENCE DUE EAST A DISTANCE OF 1751.20 FEET TO A POINT; THENCE DUE SOUTH A DISTANCE OF 67.18 FEET TO A 1/2" IRON ROD SET, SAID POINT BEING FURTHER DEFINED BY STATE PLANE COORDINATES OF N:1772677.89 AND E:787383.50, AND ALSO BEING THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, RUN SOUTH 00 DEGREES 55 MINUTES 14 SECONDS WEST A DISTANCE OF 838.11 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 56 DEGREES 05 MINUTES 52 SECONDS EAST A DISTANCE OF 178.50 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 11 DEGREES 55 MINUTES 54 SECONDS EAST A DISTANCE OF 178.83 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 58 DEGREES 32 MINUTES 03 SECONDS EAST A DISTANCE OF 64.59 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 48 DEGREES 39 MINUTES 16 SECONDS EAST A DISTANCE OF 96.18 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 16 DEGREES 08 MINUTES 45 SECONDS WEST A DISTANCE OF 35.98 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 51 DEGREES 26 MINUTES 26 SECONDS EAST A DISTANCE OF 61.31 FEET TO A 1/2" IRON ROD SET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 53.28 FEET, A RADIUS OF 170.68 FEET, A CHORD BEARING OF NORTH 41 DEGREES 53 MINUTES 58 SECONDS EAST, AND A CHORD LENGTH OF 53.07 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 32 DEGREES 21 MINUTES 29 SECONDS EAST A DISTANCE OF 28.47 FEET TO A 1/2" IRON ROD SET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 98.97 FEET, A RADIUS OF 172.40 FEET, A CHORD BEARING OF NORTH 15 DEGREES 31 MINUTES 30 SECONDS EAST, AND A CHORD LENGTH OF 95.70 FEET TO A 1/2" IRON ROD SET; THENCE DUE WEST A DISTANCE OF 20.00 FEET TO A 1/2" IRON ROD SET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 101.24 FEET, A RADIUS OF 152.40 FEET, A CHORD BEARING OF NORTH 19 DEGREES 42 MINUTES 01 SECONDS WEST, AND A CHORD LENGTH OF 99.40 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 39 DEGREES 12 MINUTES 36 SECONDS WEST A DISTANCE OF 48.18 FEET TO A 1/2" IRON ROD SET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 31.73 FEET, A RADIUS OF 43.00 FEET, A CHORD BEARING OF NORTH 18 DEGREES 04 MINUTES 15 SECONDS WEST, AND A CHORD LENGTH OF 31.01 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 03 DEGREES 04 MINUTES 05 SECONDS EAST A DISTANCE OF 68.90 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 86 DEGREES 14 MINUTES 30 SECONDS WEST A DISTANCE OF 169.01 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 03 DEGREES 45 MINUTES 30 SECONDS EAST A DISTANCE OF 107.00 FEET TO A 1/2" IRON ROD SET; THENCE WITH A CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 81.83 FEET, A RADIUS OF 2025.00 FEET, A CHORD BEARING OF NORTH 04 DEGREES 54 MINUTES 59 SECONDS EAST, AND A CHORD LENGTH OF 81.82 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 86 DEGREES 41 MINUTES 53 SECONDS WEST A DISTANCE OF 170.21 FEET BACK TO THE POINT OF BEGINNING.

**SITE DATA**  
PROPERTY BOUNDARY: 5.658 ACRES  
NO. OF LOTS: 15  
TYPICAL LOT SIZE: 0.18 ACRES  
ZONING: SUBURBAN RESIDENTIAL DISTRICT (SR)  
COMMON AREA USES:  
DETENTION/CONSERVATION  
**SETBACKS**  
FRONT YARD BUILD-TO LINE = 5 FEET (MIN.)  
SIDE YARD SETBACK LINE = 5 FEET  
REAR YARD SETBACK LINE = 5 FEET

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | N 07°00'58" W | 33.18'   |
| L2   | N 04°34'43" E | 17.02'   |
| L3   | S 03°45'30" W | 28.19'   |
| L4   | S 07°00'58" W | 39.90'   |
| L5   | N 00°55'14" E | 0.76'    |
| L6   | N 21°51'26" E | 51.18'   |
| L7   | S 03°45'30" W | 19.26'   |
| L8   | S 32°21'29" W | 12.27'   |
| L9   | S 32°21'29" W | 14.40'   |
| L10  | S 32°21'29" W | 14.40'   |
| L11  | N 39°12'36" W | 20.51'   |
| L12  | N 03°45'30" E | 34.94'   |
| L13  | N 03°45'30" E | 34.94'   |
| L14  | N 03°45'30" E | 34.94'   |
| L15  | N 39°12'36" W | 20.51'   |
| L16  | S 30°57'44" W | 9.57'    |
| L17  | N 90°00'00" E | 20.00'   |
| L18  | N 32°21'29" E | 28.47'   |
| L19  | S 03°45'30" W | 34.94'   |

| CURVE | RADIUS   | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|-------|----------|------------|--------------|---------------|-------------|
| C1    | 29.50'   | 5.54'      | 5.53'        | N 00°28'43" W | 10°45'46"   |
| C2    | 70.50'   | 19.48'     | 19.42'       | N 02°11'14" E | 15°49'59"   |
| C3    | 29.50'   | 10.78'     | 10.72'       | N 11°23'20" E | 20°56'12"   |
| C4    | 70.50'   | 14.46'     | 14.44'       | N 15°58'50" E | 11°45'13"   |
| C5    | 50.00'   | 32.46'     | 31.90'       | N 17°40'44" W | 37°11'56"   |
| C6    | 65.00'   | 35.96'     | 35.51'       | S 12°03'26" E | 37°41'53"   |
| C7    | 25.00'   | 12.27'     | 12.14'       | S 45°01'08" W | 28°06'48"   |
| C8    | 25.00'   | 34.79'     | 32.05'       | N 81°03'49" W | 79°43'18"   |
| C9    | 50.00'   | 4.30'      | 4.30'        | N 98°44'26" W | 4°55'28"    |
| C10   | 63.74'   | 51.83'     | 50.42'       | S 50°50'18" E | 48°35'35"   |
| C11   | 150.00'  | 49.96'     | 49.75'       | S 41°53'58" W | 19°04'57"   |
| C12   | 55.90'   | 32.46'     | 32.01'       | N 49°56'18" E | 33°16'20"   |
| C13   | 152.40'  | 80.07'     | 79.15'       | S 16°52'32" W | 30°06'06"   |
| C14   | 55.90'   | 34.96'     | 34.59'       | N 15°23'19" E | 30°46'39"   |
| C15   | 55.90'   | 48.12'     | 46.65'       | N 27°11'12" W | 49°19'02"   |
| C16   | 99.99'   | 17.04'     | 17.02'       | N 46°57'49" W | 9°45'49"    |
| C17   | 152.40'  | 58.87'     | 58.50'       | S 09°34'27" E | 12°07'28"   |
| C18   | 100.01'  | 58.63'     | 57.79'       | N 25°17'17" W | 33°35'17"   |
| C19   | 152.40'  | 48.13'     | 47.93'       | S 29°41'14" E | 18°05'41"   |
| C20   | 100.09'  | 21.38'     | 21.34'       | N 02°21'46" W | 12°14'20"   |
| C21   | 43.00'   | 31.73'     | 31.01'       | N 18°04'15" W | 42°16'41"   |
| C22   | 55.84'   | 16.33'     | 16.27'       | S 74°56'54" W | 16°45'26"   |
| C23   | 44.00'   | 21.59'     | 21.37'       | S 45°01'08" W | 28°06'48"   |
| C24   | 44.00'   | 61.21'     | 56.40'       | N 81°03'49" W | 79°43'18"   |
| C25   | 69.00'   | 50.75'     | 49.59'       | N 00°08'28" W | 42°07'24"   |
| C26   | 172.40'  | 96.97'     | 95.70'       | N 15°31'30" E | 32°13'39"   |
| C27   | 170.68'  | 53.28'     | 53.07'       | N 41°53'58" E | 17°53'11"   |
| C28   | 152.40'  | 101.24'    | 99.40'       | N 19°42'01" W | 32°57'17"   |
| C29   | 29.00'   | 35.56'     | 33.37'       | S 31°21'46" E | 70°14'52"   |
| C30   | 19.90'   | 57.45'     | 39.48'       | N 30°50'08" E | 165°21'41"  |
| C31   | 36.00'   | 47.13'     | 46.89'       | N 41°53'58" W | 19°51'20"   |
| C32   | 2.00'    | 5.04'      | 3.81'        | S 76°53'04" W | 144°15'07"  |
| C33   | 56.37'   | 21.40'     | 21.27'       | S 85°45'52" E | 21°45'13"   |
| C34   | 2025.00' | 55.02'     | 55.01'       | S 09°17'45" W | 172°01'     |
| C35   | 2025.00' | 26.81'     | 26.81'       | S 04°08'17" W | 0°45'31"    |
| C36   | 2025.00' | 81.83'     | 81.82'       | N 04°54'59" E | 2°18'55"    |



PHONE: (662) 234-8539 FAX: (662) 234-8639  
WEB SITE: PECORPMS.COM  
(662) 534-6205 (662) 534-6205

| NO. | DATE | REVISIONS | BY: |
|-----|------|-----------|-----|
|     |      |           |     |
|     |      |           |     |
|     |      |           |     |
|     |      |           |     |
|     |      |           |     |

FINAL PLAT  
FOR  
THE HEIGHTS AT  
OXFORD COMMONS, PHASE 6  
IN THE SW 1/4 OF SECTION 23, T-8-S, R-3-W, CITY OF OXFORD,  
LAFAYETTE COUNTY, MISSISSIPPI

- "SURVEYOR'S NOTES"**
- 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".
  - All Bearings are based on Mississippi East State Plane Coordinate System grid north as determined by GPS observations with a convergence of (-0° 22' 18") counter clockwise. Horizontal Datum based on published control stations as follows:  
Designation - MOLLY  
PID - AJ7821  
NORTH - 1,777,871.80  
EAST - 783,111.99  
HORZ ORDER- B  
Designation - FRENCH  
PID - EG7252  
NORTH - 1,785,757.98  
EAST - 777,947.74  
HORZ ORDER- THIRD
  - Date Of Field Survey: September, 2025 And June, 2026
  - This Survey is Subject To Any Easements, Recorded Or Unrecorded, Shown Or Not Shown, On
  - This Survey Was Done Without The Benefit Of A Title Search.
  - This Property Has The Following Building Setbacks:  
Front: 5.0 Ft.  
Side: 5.0 Ft.  
Rear: 5.0 Ft.
  - All Building Setbacks Are Also Utility Easements.
  - All Property Corner Are 1/2" x 18" Rebars Capped With Plastic Caps Stamped "PEC COA S-190" Unless Noted Otherwise On The Plat.
  - All common property/detention pond shall be maintained in perpetuity and cannot be developed for any other use which would limit or cause to limit the use of the common area/detention pond. The common area/detention pond shall be owned and/or maintained by the Property Owner's Association of the development and each property owner shall own a proportionate share of the common area/detention pond and shall bear his proportionate responsibility for the continued maintenance in accordance with the City of Oxford and Lafayette County.
  - The Oxford Commons Homeowners Association, Inc., a Mississippi nonprofit corporation (the "Association"), shall be responsible for the maintenance, upkeep, and payment of ad valorem taxes for all Common Property shown on this Plat. In the event of a permanent dissolution of the Association, all owners of lots within all phases of the Heights Subdivision existing at the time of such permanent dissolution shall immediately thereupon hold title to the Common Property as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof on a pro rata basis determined by the total number of lots within all phases of the Heights Subdivision. Furthermore, in the event of such permanent dissolution, the ad valorem taxes for all Common Property shown on this Plat shall be assessed to each lot within the Heights Subdivision on a pro rata basis determined by the total number of lots within all phases of the Heights Subdivision.
  - Surface water management systems located outside of the right-of-way shall be owned and maintained by the Oxford Commons Homeowners Association and/or by the property owner(s) of the lots unless noted otherwise. This includes the drainage easements shown on this plat.
  - All lot owners are required to place a minimum of (2) two trees or (1) one tree every fifty feet of road frontage right-of-way. Trees placed at fifty feet spacing must be the type and size specified in Code 5.7 Landscape Standards of the City of Oxford Code Ordinance and shall be placed along the front property line and shall be subject to Planning Department approval. Each lot owner will be required to show size, type and placement for review by the City of Oxford for site plan approval.
  - Surveyed property (and adjoining property) is zoned Suburban Residential District (SR). The property is also part of the Oxford Commons PLD.
  - This property is located in Zone "X" according to the Flood Insurance Rate Map No. 28071C0300C Community: Lafayette County, No.: 280093, Panel No.: 300, Suffix: C, Dated 11/26/2010.

|                             |                     |
|-----------------------------|---------------------|
| DRAWN BY:<br>J. ADAMS, PS   | DATE:<br>05-20-2026 |
| CHECKED BY:<br>J. ADAMS, PS | SCALE:<br>1"=50'    |
| DRAWING NO.:<br>6865        |                     |

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PAGE NO.:  
**1.0**



-DESCRIPTION OF PROPERTY-

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83 GRID VALUES, USING A SCALE FACTOR OF 0.999995158 AND A CONVERGENCE ANGLE OF (-)00 DEGREES 22 MINUTES 18 SECONDS (DETERMINED BY GPS OBSERVATIONS) CALCULATED AT THE POINT OF COMMENCEMENT OF THIS SURVEY.

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 3 WEST, LAFAYETTE COUNTY, MISSISSIPPI, CONTAINING 5.658 ACRES, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 24" OAK TREE AT A FENCE INTERSECTION LOCATED AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 3 WEST LAFAYETTE COUNTY, MISSISSIPPI. SAID POINT BEING FURTHER DEFINED BY STATE PLANE COORDINATES OF N: 1,772,745.07 AND E: 785,632.30.

RUN THENCE DUE EAST A DISTANCE OF 1751.20 FEET TO A POINT; THENCE DUE SOUTH A DISTANCE OF 67.18 FEET TO A 1/2" IRON ROD SET, SAID POINT BEING FURTHER DEFINED BY STATE PLANE COORDINATES OF N:1772677.89 AND E:787383.50, AND ALSO BEING THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, RUN SOUTH 00 DEGREES 55 MINUTES 14 SECONDS WEST A DISTANCE OF 838.11 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 56 DEGREES 05 MINUTES 52 SECONDS EAST A DISTANCE OF 178.50 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 11 DEGREES 55 MINUTES 54 SECONDS EAST A DISTANCE OF 178.83 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 58 DEGREES 32 MINUTES 03 SECONDS EAST A DISTANCE OF 64.59 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 48 DEGREES 39 MINUTES 16 SECONDS EAST A DISTANCE OF 96.18 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 16 DEGREES 08 MINUTES 46 SECONDS WEST A DISTANCE OF 35.98 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 51 DEGREES 26 MINUTES 26 SECONDS EAST A DISTANCE OF 61.31 FEET TO A 1/2" IRON ROD SET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 53.28 FEET, A RADIUS OF 170.68 FEET, A CHORD BEARING OF NORTH 41 DEGREES 53 MINUTES 58 SECONDS EAST, AND A CHORD LENGTH OF 53.07 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 32 DEGREES 21 MINUTES 29 SECONDS EAST A DISTANCE OF 28.47 FEET TO A 1/2" IRON ROD SET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 96.97 FEET, A RADIUS OF 172.40 FEET, A CHORD BEARING OF NORTH 15 DEGREES 31 MINUTES 30 SECONDS EAST, AND A CHORD LENGTH OF 95.70 FEET TO A 1/2" IRON ROD SET; THENCE DUE WEST A DISTANCE OF 20.00 FEET TO A 1/2" IRON ROD SET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 101.24 FEET, A RADIUS OF 152.40 FEET, A CHORD BEARING OF NORTH 19 DEGREES 42 MINUTES 01 SECONDS WEST, AND A CHORD LENGTH OF 99.40 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 39 DEGREES 12 MINUTES 36 SECONDS WEST A DISTANCE OF 46.18 FEET TO A 1/2" IRON ROD SET; THENCE WITH A CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 31.73 FEET, A RADIUS OF 43.00 FEET, A CHORD BEARING OF NORTH 18 DEGREES 04 MINUTES 15 SECONDS WEST, AND A CHORD LENGTH OF 31.01 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 03 DEGREES 04 MINUTES 05 SECONDS EAST A DISTANCE OF 68.90 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 86 DEGREES 14 MINUTES 30 SECONDS WEST A DISTANCE OF 169.01 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 03 DEGREES 45 MINUTES 30 SECONDS EAST A DISTANCE OF 107.00 FEET TO A 1/2" IRON ROD SET; THENCE WITH A CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 81.83 FEET, A RADIUS OF 2025.00 FEET, A CHORD BEARING OF NORTH 04 DEGREES 54 MINUTES 59 SECONDS EAST, AND A CHORD LENGTH OF 81.82 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 86 DEGREES 41 MINUTES 53 SECONDS WEST A DISTANCE OF 170.21 FEET BACK TO THE POINT OF BEGINNING.

-SURVEYOR'S CERTIFICATE-

I CERTIFY THAT THE WITHIN PLAT OF THE HEIGHTS AT OXFORD COMMONS, PHASE 6, 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 HEIGHTS AT OXFORD COMMONS PHASE 6 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\_\_\_\_.

PAUL KOSHENINA  
MISSISSIPPI PE #14912

-CITY OF OXFORD-  
-STATE OF MISSISSIPPI-

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

J.R. RIGBY, CHAIRMAN  
CITY OF OXFORD PLANNING COMMISSION

-CITY ENGINEER'S CERTIFICATE-

I CERTIFY THAT OXFORD COMMONS IV, LLC HAS COMPLIED WITH ONE OF THE FOLLOWING ALTERNATIVES FOR THE THE HEIGHTS AT OXFORD COMMONS, PHASE 6:

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, OR CERTIFIED CHECK HAS BEEN POSTED BY THE SUB-DIVIDER WHICH IS AVAILABLE TO THE CITY IN A SUFFICIENT AMOUNT TO ENSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS.

AS OF THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

JOHN CRAWLEY, PE  
CITY ENGINEER, CITY OF OXFORD

-CITY OF OXFORD-  
-COUNTY OF LAFAYETTE-  
-STATE OF MISSISSIPPI-

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

ROBYN TANNEHILL  
MAYOR, CITY OF OXFORD

-RESTRICTIVE COVENANTS-

RECORDED IN INSTRUMENT NUMBER 2014-3645, OF THE LAND RECORDS IN THE CHANCERY CLERK'S OFFICE OF LAFAYETTE COUNTY, MISSISSIPPI as amended.

OWNER'S CERTIFICATE

I, David B. Blackburn, as Manager of Oxford Commons IV, LLC, a Mississippi limited liability company, as owner of the tract of land herein described, certify that I did cause said land to be subdivided and platted, as shown on the attached plat of THE HEIGHTS AT OXFORD COMMONS, PHASE 6, 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 Aldermen 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 its own free will.

Witness my hand and signature this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Oxford Commons IV, LLC

By: \_\_\_\_\_  
David B. Blackburn, Manager

STATE OF MISSISSIPPI  
COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the state and county aforesaid, the within named DAVID B. BLACKBURN, in the capacity as MANAGER of OXFORD COMMONS IV, 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\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF LAFAYETTE

I, Mike Roberts, CHANCERY CLERK in and for said county and state, hereby certify that this instrument was filed for record in my office at \_\_\_\_\_ o'clock on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and was duly recorded in Plat Cabinet \_\_\_\_\_, Slide \_\_\_\_\_.

Witness my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MIKE ROBERTS  
CHANCERY CLERK



PHONE: (662) 234-8539 (662) 534-6205  
EMAIL: OXFORD@PECORPMS.COM WEB SITE: PECORPMS.COM  
FAX: (662) 234-8639 (662) 534-6205

REVISIONS:

| NO. | DATE | REVISIONS | BY: |
|-----|------|-----------|-----|
| NO. | DATE | REVISIONS | BY: |
| NO. | DATE | REVISIONS | BY: |
| NO. | DATE | REVISIONS | BY: |
| NO. | DATE | REVISIONS | BY: |
| NO. | DATE | REVISIONS | BY: |

CERTIFICATE SHEET  
FOR  
THE HEIGHTS AT OXFORD  
COMMONS, PHASE 6  
IN THE SW 1/4 OF SECTION 23, T-8-S, R-3-W, CITY OF  
OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

|                               |                     |
|-------------------------------|---------------------|
| DRAWN BY:<br>J. ADAMS, P.S.   | DATE:<br>05-20-2026 |
| CHECKED BY:<br>J. ADAMS, P.S. | SCALE:<br>NA        |
| DRAWING NO.:<br>6865          |                     |

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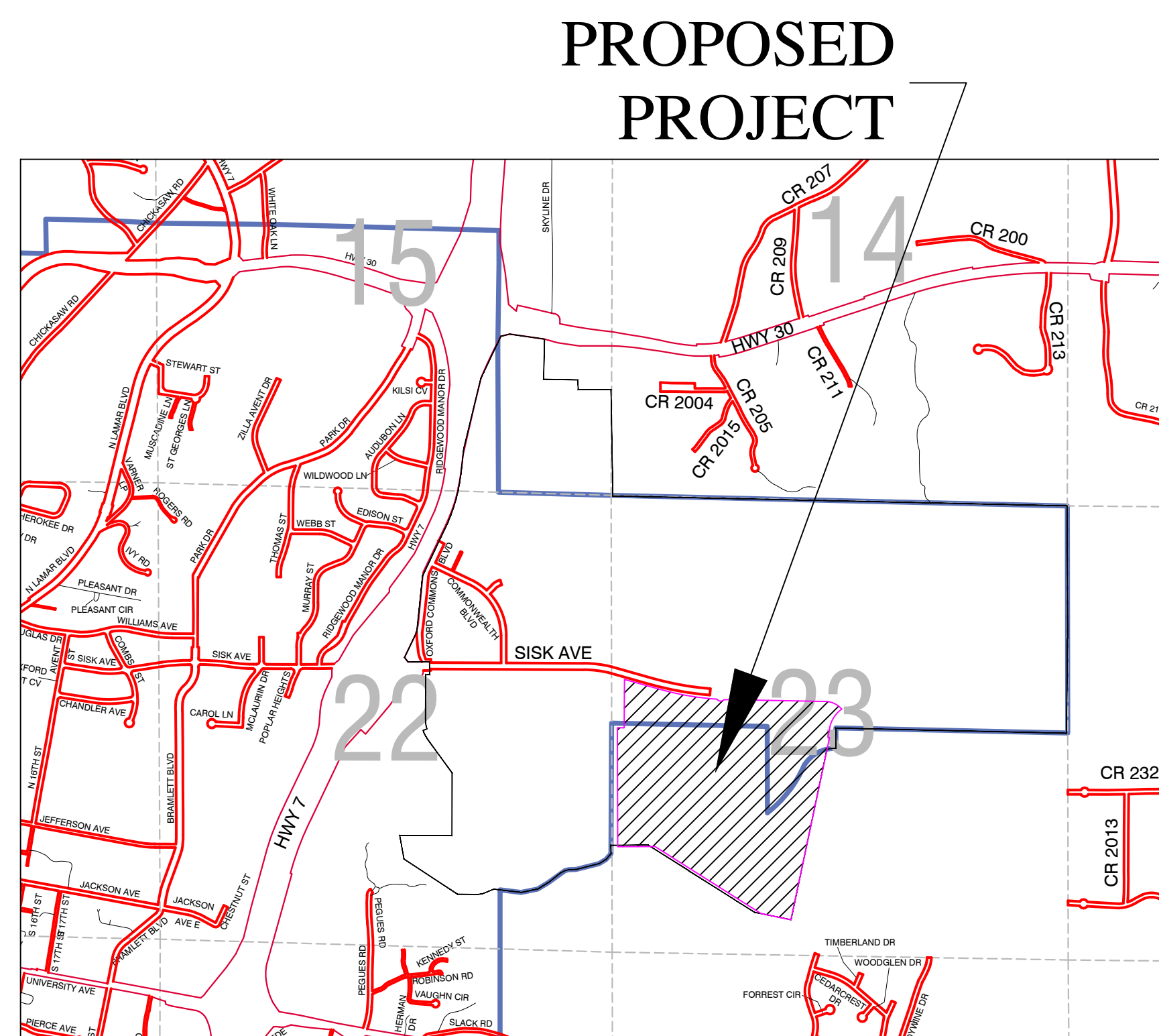
# CONSTRUCTION PLANS FOR THE HEIGHTS SUBDIVISION OXFORD COMMONS PHASE 6

**OWNER/DEVELOPER:**  
OXFORD COMMONS IV, LLC  
825 SISK AVENUE  
OXFORD, MS 38655

**UTILITIES:**  
CITY OF OXFORD  
WATER & SEWER DEPT.  
CITY HALL  
OXFORD, MS 38655

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**CITY OF OXFORD**  
LAFAYETTE COUNTY, MISSISSIPPI

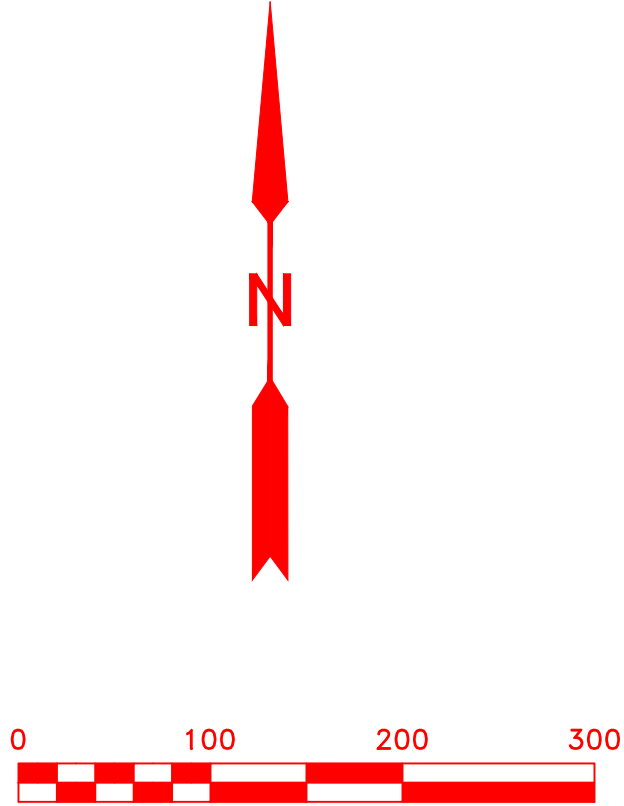
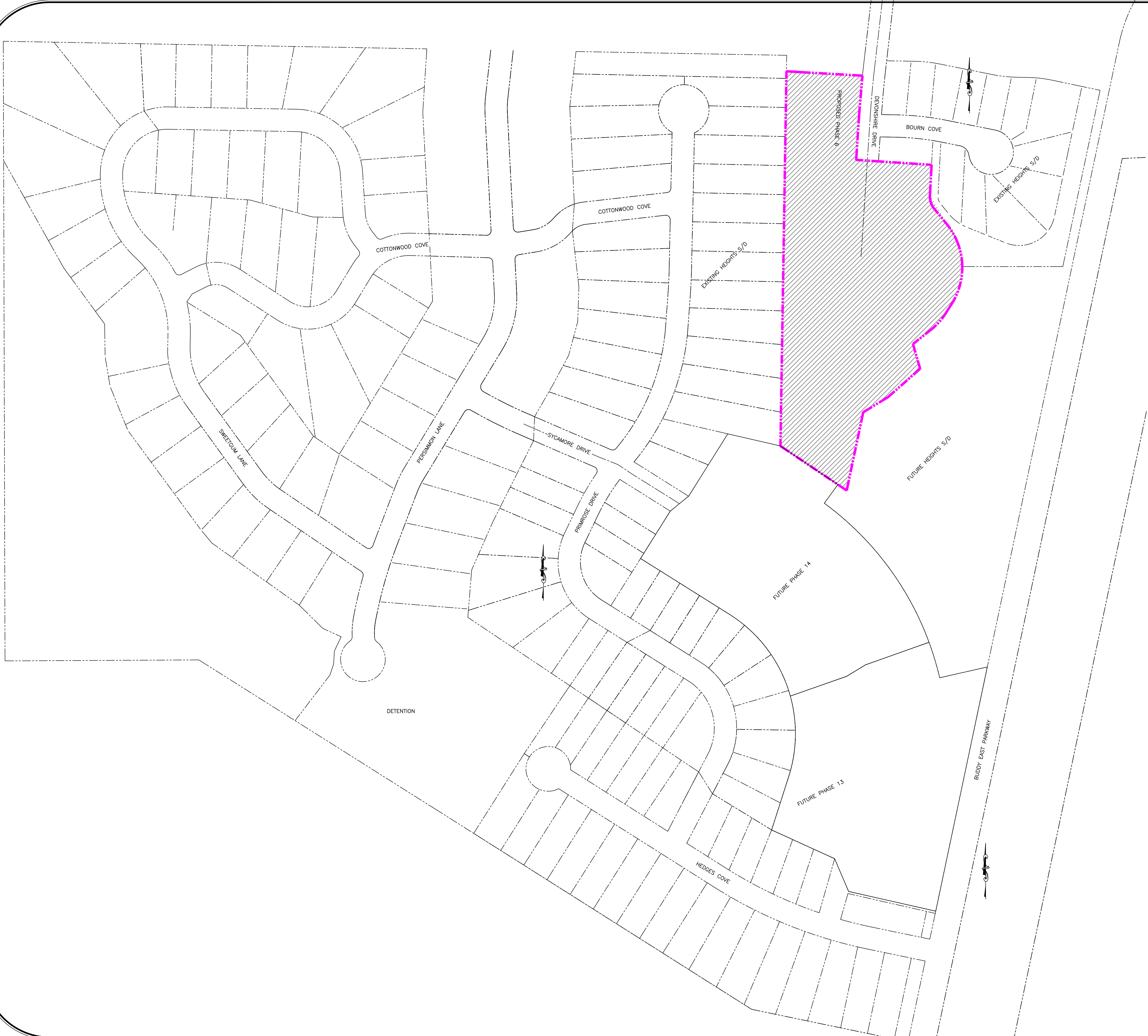
VICINITY MAP  
1"=1500'

**CONSULTING ENGINEER:**  
PRECISION ENGINEERING CORPORATION  
1776 N. LAMAR BLVD.  
OXFORD, MS 38655  
(662) 234-8539

SEPTEMBER 24, 2025  
FIRST SUBMITTAL







**LEGEND**  
• ALL SYMBOLS AND/OR LINETYPES MAY NOT BE REPRESENTED

- SUBJECT PROPERTY LINE
- - - - - ADJOINING PROPERTY LINE
- - - - - SETBACK LINE
- [---] EXISTING SIDEWALK
- [---] PROPOSED SIDEWALK
- EXISTING CURB LINE
- PROPOSED CURB LINE
- - - - - EXISTING CONTOUR
- - - - - EXISTING INDEXING CONTOUR
- PROPOSED CONTOUR
- PROPOSED INDEXING CONTOUR
- EXISTING RETAINING WALL
- PROPOSED RETAINING WALL
- EXISTING SEWER LINE
- PROPOSED SEWER LINE
- PROPOSED SEWER SERVICE
- EXISTING WATER LINE
- PROPOSED WATER LINE
- PROPOSED WATER SERVICE
- EXISTING STORM DRAIN
- PROPOSED STORM DRAIN
- [S] EXISTING SEWER MANHOLE
- [S] PROPOSED SEWER MANHOLE
- [H] EXISTING FIRE HYDRANT
- [H] PROPOSED FIRE HYDRANT
- [I] EXISTING STORM DRAIN INLET
- [I] PROPOSED STORM DRAIN INLET



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EMAIL: OXFORD@PECORPMS.COM WEB SITE: PECORPMS.COM  
(662) 534-6205 (662) 534-6205

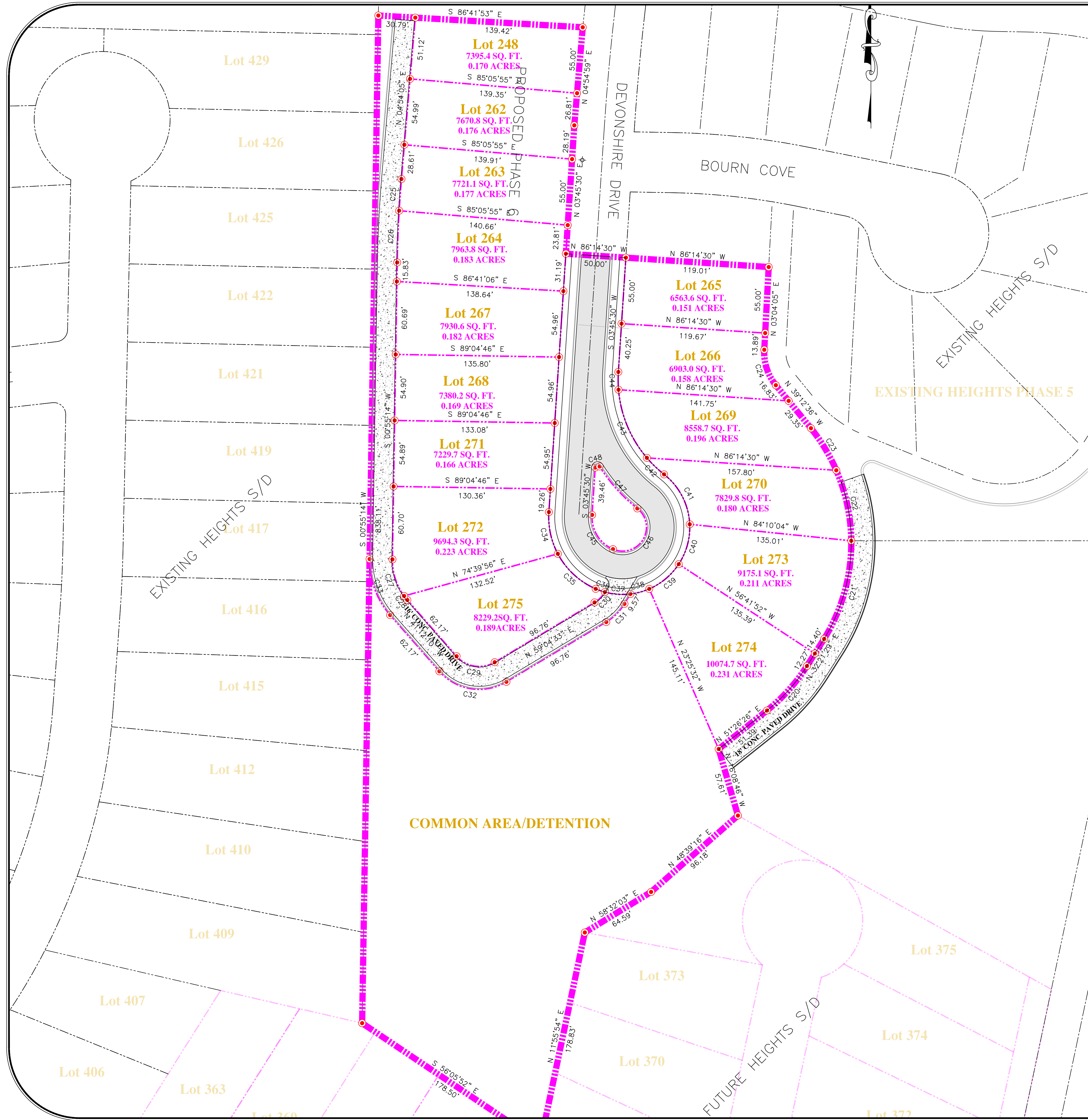
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| NO.:       | DATE: | REVISIONS: | BY: |

**EXISTING CONDITIONS  
FOR  
THE HEIGHTS AT OXFORD COMMONS  
PHASE 6**

|                                   |                     |
|-----------------------------------|---------------------|
| DRAWN BY:<br>J. ADAMS             | DATE:<br>09-24-2025 |
| CHECKED BY:<br>P. KOSHENINA, P.E. | SCALE:<br>1"=100'   |
| DRAWING NO.:<br>6865              |                     |

|                                                                                                                                                                                                                |                         |
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# LEGEND

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- SUBJECT PROPERTY LINE
- ADJOINING PROPERTY LINE
- SETBACK LINE
- EXISTING SIDEWALK
- PROPOSED SIDEWALK
- EXISTING CURB LINE
- PROPOSED CURB LINE
- EXISTING CONTOUR
- EXISTING INDEXING CONTOUR
- PROPOSED CONTOUR
- EXISTING RETAINING WALL
- PROPOSED RETAINING WALL
- EXISTING SEWER LINE
- PROPOSED SEWER LINE
- PROPOSED SEWER SERVICE
- EXISTING WATER LINE
- PROPOSED WATER LINE
- PROPOSED WATER SERVICE
- EXISTING STORM DRAIN
- PROPOSED STORM DRAIN
- EXISTING SEWER MANHOLE
- PROPOSED SEWER MANHOLE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING STORM DRAIN INLET
- PROPOSED STORM DRAIN INLET

| CURVE | RADIUS   | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|-------|----------|------------|--------------|---------------|-------------|
| C20   | 150.00'  | 49.96'     | 49.73'       | N 41°53'58" E | 19°04'57"   |
| C21   | 152.40'  | 48.80'     | 48.68'       | S 15°37'48" W | 32°15'33"   |
| C22   | 152.40'  | 60.31'     | 59.93'       | S 12°00'12" E | 22°40'28"   |
| C23   | 152.40'  | 40.95'     | 40.82'       | S 31°02'15" E | 15°23'39"   |
| C24   | 43.00'   | 31.73'     | 31.01'       | N 18°04'15" W | 42°16'41"   |
| C25   | 1000.00' | 26.39'     | 26.39'       | S 04°08'43" W | 1°30'43"    |
| C26   | 1000.00' | 43.09'     | 43.08'       | S 02°09'18" W | 2°38'08"    |
| C27   | 50.00'   | 32.46'     | 31.90'       | S 17°40'44" E | 37°11'56"   |
| C28   | 50.00'   | 4.30'      | 4.30'        | N 38°44'26" W | 4°55'28"    |
| C29   | 25.00'   | 34.79'     | 32.05'       | N 81°03'49" W | 79°43'18"   |
| C30   | 25.00'   | 12.77'     | 12.14'       | S 45°01'08" W | 28°06'48"   |
| C31   | 44.00'   | 21.59'     | 21.37'       | S 45°01'08" W | 28°06'48"   |
| C32   | 44.00'   | 61.22'     | 56.40'       | S 81°03'49" E | 79°43'18"   |
| C33   | 69.00'   | 50.73'     | 49.59'       | S 30°08'28" E | 42°07'54"   |
| C34   | 65.00'   | 35.96'     | 35.51'       | S 12°05'26" E | 31°41'53"   |
| C35   | 65.00'   | 43.73'     | 42.91'       | S 47°12'42" E | 38°32'39"   |
| C36   | 55.90'   | 8.07'      | 8.06'        | S 70°37'07" E | 8°16'11"    |
| C37   | 55.90'   | 21.40'     | 21.27'       | S 85°43'13" E | 21°55'59"   |
| C38   | 55.90'   | 16.33'     | 16.27'       | N 74°56'38" E | 16°44'20"   |
| C39   | 55.90'   | 32.46'     | 32.01'       | N 40°56'18" E | 33°16'50"   |
| C40   | 55.90'   | 34.96'     | 34.39'       | N 15°33'19" E | 35°49'39"   |
| C41   | 55.90'   | 48.12'     | 46.85'       | N 27°11'07" W | 49°19'13"   |
| C42   | 100.00'  | 19.86'     | 19.83'       | N 46°09'20" W | 11°22'45"   |
| C43   | 100.00'  | 62.39'     | 61.38'       | S 22°35'39" E | 35°44'39"   |
| C44   | 100.00'  | 14.80'     | 14.79'       | N 06°28'54" W | 8°28'50"    |
| C45   | 29.00'   | 35.56'     | 33.37'       | S 31°21'40" E | 70°14'32"   |
| C46   | 19.90'   | 57.45'     | 39.48'       | N 30°50'08" E | 165°31'41"  |
| C47   | 136.00'  | 47.13'     | 46.89'       | N 41°53'03" W | 19°51'20"   |
| C48   | 3.00'    | 5.04'      | 5.81'        | N 75°53'04" E | 144°15'07"  |



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FAX: (662) 234-8639  
EMAIL: OXFORD@PECORPMS.COM  
WEB SITE: PECORPMS.COM

## REVISIONS:

| NO. | DATE    | REVISIONS             | BY: |
|-----|---------|-----------------------|-----|
| 1   | 9-15-25 | ADDED 18" CONC. DRIVE | JA  |
| NO. | DATE    | REVISIONS             | BY: |
| NO. | DATE    | REVISIONS             | BY: |
| NO. | DATE    | REVISIONS             | BY: |
| NO. | DATE    | REVISIONS             | BY: |
| NO. | DATE    | REVISIONS             | BY: |

# SITE LAYOUT FOR THE HEIGHTS AT OXFORD COMMONS PHASE 6

|                                   |                     |
|-----------------------------------|---------------------|
| DRAWN BY:<br>J. ADAMS             | DATE:<br>09-24-2025 |
| CHECKED BY:<br>P. KOSHENINA, P.E. | SCALE:<br>1"=40'    |
| DRAWING NO.:<br>6865              |                     |

PHASE 6 SITE LAYOUT

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PAGE NO.: 2.0



HOUSE KEEPING PRACTICES:

ALL CONTROL MEASURES NEED TO BE INSPECTED AT LEAST ONCE PER WEEK AND FOLLOWING ANY ACCUMULATION OF RAINFALL OF 1/2" OR MORE WITHIN A 24-HOUR PERIOD.

ALL MEASURES NEED TO BE MAINTAINED IN GOOD WORKING ORDER. IF A REPAIR IS NECESSARY, IT SHOULD BE INITIATED WITHIN 24 HOURS OF REPORT.

SILT FENCE AND STRAW BALES NEED TO BE INSPECTED WEEKLY FOR PROPER ANCHORAGE AND LEAKAGE UNDERNEATH. SILT FENCING SHOULD ALSO BE INSPECTED FOR TEARS.

BUILT-UP SEDIMENT NEEDS TO BE REMOVED FROM SILT BARRIERS WHEN IT HAS REACHED 1/2 OF THE HEIGHT OF THE BARRIER. SEDIMENT NEEDS TO BE PLACED IN A STABILIZED SITE TO PREVENT RE-ENTRY INTO THE SAME SITE OR ANOTHER ENTRAPMENT AREA.

SEDIMENT BASINS NEED TO BE INSPECTED FOR DEPTH OF SEDIMENT ON A MONTHLY BASIS AND BUILT-UP SEDIMENT NEEDS TO BE REMOVED WHEN 1/2 OF THE BASIN VOLUME IS FILLED.

TEMPORARY AND PERMANENT SEEDING AND PLANTINGS NEED TO BE INSPECTED FOR BARE SPOTS, WASHOUTS AND HEALTHY GROWTH. A PERSON SHOULD BE DESIGNATED TO BE RESPONSIBLE FOR MAINTAINING PLANTED AREAS UNTIL GROWTH HAS REACHED 1" IN HEIGHT AND THE AREA PLANTED HAS 70% GROUND COVER.

A MATERIALS LIST SHOULD BE COMPILED FOR ITEMS THAT WILL BE STORED OUTSIDE ON THE SITE DURING CONSTRUCTION. FOR EXAMPLE:

PIPE, FITTINGS AND JOINT COMPOUNDS FOR UNDERGROUND  
UTILITY PIPING  
GRAVEL AND STONE  
BEDDING MATERIAL  
CONCRETE FORMING MATERIALS  
OTHER (SPECIFY)

NOTE: FUELS, OILS AND OTHER PETROLEUM PRODUCTS; FORMING OILS AND COMPOUNDS; FERTILIZERS; PESTICIDES; STRIPPERS; DETERGENTS; CLEANERS; OR ANY OTHER HAZARDOUS OR TOXIC COMPOUNDS SHOULD NOT BE STORED OUTSIDE ON THE SITE UNLESS SPECIFICALLY AGREED UPON BY ALL RESPONSIBLE PARTIES, INCLUDING THOSE PERSONS RESPONSIBLE FOR ENFORCING LOCAL ORDINANCES AND POLICIES. ON-SITE STORAGE SHOULD MEET ALL LOCAL, STATE AND FEDERAL RULES REGARDING SECONDARY CONTAINMENT. ADDITIONALLY, LOCAL ORDINANCES MAY REQUIRE FENCING AND SECURITY MEASURES FOR STORAGE OF THESE PRODUCTS.

ALL VEHICLES KEPT ON THE SITE NEED TO BE MONITORED FOR LEAKS AND RECEIVE REGULAR PREVENTIVE MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE. A SPILL PREVENTION CONTROL AND COUNTERMEASURES (SPCC) PLAN SHOULD BE DEVELOPED FOR THE FACILITY TO ADDRESS THE SAFE STORAGE, HANDLING AND CLEAN UP OF PETROLEUM PRODUCTS AND OTHER CHEMICALS. PETROLEUM PRODUCTS SHOULD BE STORED IN TIGHTLY SEALED CONTAINERS, THAT ARE CLEARLY LABELED. IF PETROLEUM PRODUCTS ARE STORED ON SITE, A SECONDARY CONTAINMENT FACILITY WILL BE REQUIRED IF THE CUMULATIVE STORAGE CAPACITY OF ALL TANKS, GREATER THAN 55 GALLONS, AT THE SITE EXCEEDS 1,320 GALLONS.

NO FUELING, SERVICING, MAINTENANCE, OR REPAIR OF EQUIPMENT OR MACHINERY SHOULD BE DONE WITHIN 50 FEET OF A STREAM, OR WITHIN 100 FEET OF A STREAM CLASSIFIED FOR PUBLIC WATER SUPPLY (PWS), WITH SPECIAL DESIGNATION, PROTECTED VEGETATION (TREE DRIP-LINE), OR A SINKHOLE.

A STABILIZED CONSTRUCTION ENTRANCE NEEDS TO BE DESIGNATED ON THE PLAN. THE PRACTICE CONTRACTOR SHOULD BE RESPONSIBLE FOR KEEPING MUD CLEANED FROM ADJOINING STREETS ON A DAILY BASIS IF NEEDED. ENTRANCES SHOULD BE USED FOR CONSTRUCTION ACCESS TO THE SITE. THE GENERAL CONTRACTOR SHOULD BE RESPONSIBLE FOR KEEPING MUD CLEANED FROM ADJOINING STREETS ON A DAILY BASIS IF NEEDED.

CONCRETE TRUCKS SHOULD BE ALLOWED TO WASH ONLY IN LOCATIONS WHERE DISCHARGE IS DIRECTED TO A SEDIMENT BASIN. IT IS NOT PERMISSIBLE TO DISCHARGE CONCRETE WASH DIRECTLY TO STREAMS OR STORM DRAINS. ALKALINITY AND CHEMICAL ADDITIVES COULD BE HARMFUL TO FISH, STREAM BOTTOM MACROINVERTEBRATES AND WILDLIFE.

NO FUELS, OILS, LUBRICANTS, SOLVENTS, OR OTHER HAZARDOUS MATERIALS CAN BE DISPOSED OF ON THE ALL HAZARDOUS MATERIAL MUST BE PROPERLY DISPOSED OF IN ACCORDANCE WITH STATE LAW.

THE GENERAL CONTRACTOR IS RESPONSIBLE FOR DISPOSING OF ALL SOLID WASTE FROM THE SITE IN ACCORDANCE WITH STATE LAW. DUMPSTERS OR OTHER COLLECTION FACILITIES MUST BE PROVIDED AS NEEDED. SOLID WASTE MAY NOT BE BURIED ON THE SITE.

THE GENERAL CONTRACTOR IS RESPONSIBLE FOR PROVIDING SANITARY FACILITIES ON THE SITE. SANITARY WASTE MAY BE DISPOSED ONLY IN LOCATIONS HAVING A STATE PERMIT.

WATER FOR PRESSURE TESTING SANITARY SEWERS, FLUSHING WATER LINES, SAND BLASTING, CONCRETE CLEANSING, ETC., MAY BE DISCHARGED ONLY IN APPROVED AREAS. DISCHARGE OF HYDROSTATIC TEST WATER MAY REQUIRE ADDITIONAL PERMITTING, PARTICULARLY IF CHLORINATED PUBLIC WATER IS USED.

MANUFACTURER'S RECOMMENDED METHODS FOR SPILL CLEANUP NEEDS TO BE CLEARLY POSTED AND SITE PERSONNEL NEED TO BE MADE AWARE OF THE PROCEDURES AND THE LOCATION OF THE INFORMATION AND CLEANUP SUPPLIES. REFER TO MATERIAL SAFETY DATA SHEETS (MATERIAL SAFETY DATA SHEET).

MATERIAL AND EQUIPMENT NECESSARY FOR SPILL CLEANUP NEEDS TO BE KEPT IN THE MATERIAL STORAGE AREA ON-SITE. EQUIPMENT AND MATERIALS INCLUDE, BUT ARE NOT LIMITED TO; BROOMS, DUST PANS, MOPS, RAGS, GLOVES, GOGGLES, ABSORBENT CLAY (KITTY LITTER), SAND, SAWDUST, ABSORBENT MATS, AND PLASTIC AND METAL TRASH CONTAINERS SPECIFICALLY FOR THIS PURPOSE.

ALL SPILLS NEED TO BE CLEANED UP IMMEDIATELY AFTER DISCOVERY AND PROPERLY CONTAINERIZED FOR PROPER DISPOSAL. BURIAL IS NOT ACCEPTABLE.

THE SPILL AREA MUST BE KEPT WELL VENTILATED AND PERSONNEL NEED TO WEAR APPROPRIATE PROTECTIVE CLOTHING TO PREVENT INJURY FROM CONTACT WITH A HAZARDOUS SUBSTANCE.

SPILLS OF TOXIC OR HAZARDOUS MATERIAL MUST BE REPORTED IMMEDIATELY TO THE APPROPRIATE STATE OR LOCAL GOVERNMENT AGENCY, REGARDLESS OF THE SIZE.

THE SPILL PREVENTION PLAN NEEDS TO BE ADJUSTED TO INCLUDE MEASURES TO PREVENT THIS TYPE OF SPILL FROM BEING REPEATED, AND THE PLAN NEEDS TO SHOW HOW TO CLEAN UP THE SPILL IF ANOTHER ONE DOES OCCUR.

REMOVAL OF CONTAMINATED SOILS AND UNDERGROUND STORAGE TANKS SHOULD BE BASED ON INFORMATION PROVIDED BY THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOLLOWING A PROPER SITE ASSESSMENT.

PRODUCTS MUST BE KEPT IN ORIGINAL CONTAINERS UNLESS THEY ARE NOT RESEALABLE. IF PRODUCT IS TRANSFERRED TO A NEW CONTAINER, IT MUST BE PROPERLY MARKED AND LABELED. ORIGINAL LABELS AND MATERIAL SAFETY DATA SHEETS SHOULD BE RETAINED. IF SURPLUS PRODUCT MUST BE DISPOSED, DISPOSAL MUST BE DONE IN ACCORDANCE WITH MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REGULATIONS.

OPEN BURNING MUST MEET THE CRITERIA FOUND IN THE STATE OF MISSISSIPPI'S AIR EMISSIONS REGULATIONS FOUND IN APCs-1, SECTION 3.7. OTHER CONSIDERATIONS ARE DISCUSSED BELOW.

BURNING ON THE SITE MAY REQUIRE A PERMIT FROM THE MISSISSIPPI FORESTRY COMMISSION. COUNTY OR CITY ORDINANCES MAY ALSO APPLY. STARTING DISPOSAL FIRES WITH DIESEL FUEL OR OLD TIRES IS NOT A RECOMMENDED PRACTICE. THE USE OF BURN PITS WITH FANS TO GENERATE HOT DISPOSAL FIRES DECREASES THE FIRE DISPOSAL TIME AND MINIMIZES SMOKE.

APPLY MEASURES THAT MINIMIZE DUST. STABILIZING AREAS WITH MULCH AS SOON AS POSSIBLE CAN MINIMIZE DUST. WATERING SHOULD BE PROVIDED IN UNSTABILIZED AREAS.

IN ADDITION TO THE FOREGOING, THE FOLLOWING GOOD HOUSEKEEPING PRACTICES NEED TO BE FOLLOWED DURING THE CONSTRUCTION OF THE PROJECT:

AN EFFORT SHOULD BE MADE TO STORE ONLY ENOUGH PRODUCTS TO DO THE JOB.

ALL MATERIALS STORED ON-SITE SHOULD BE STORED IN A NEAT, ORDERLY MANNER IN THEIR APPROPRIATE CONTAINERS AND, IF POSSIBLE, UNDER A ROOF OR OTHER ENCLOSURE.

PRODUCTS SHOULD BE KEPT IN THEIR ORIGINAL CONTAINERS WITH THE ORIGINAL MANUFACTURER'S LABEL.

WHENEVER POSSIBLE, ALL OF A PRODUCT SHOULD BE USED UP BEFORE DISPOSING OF THE CONTAINER.

MANUFACTURER'S RECOMMENDATIONS FOR PROPER USE AND DISPOSAL MUST BE FOLLOWED (SEE MATERIAL SAFETY DATA SHEET).

THE SITE SUPERINTENDENT SHOULD INSPECT DAILY TO ENSURE PROPER USAGE, STORAGE AND DISPOSAL OF MATERIALS.

FERTILIZERS NEED TO BE APPLIED ONLY IN THE MINIMUM AMOUNTS RECOMMENDED BY THE MANUFACTURER.

ALL PAINT CONTAINERS NEED TO BE TIGHTLY SEALED AND STORED WHEN NOT REQUIRED FOR USE. EXCESS PAINT SHALL NOT BE DUMPED INTO THE STORM SEWER SYSTEM BUT SHOULD BE PROPERLY DISPOSED OF ACCORDING TO MANUFACTURER'S INSTRUCTIONS (SEE MATERIAL SAFETY DATA SHEET) AND STATE REGULATIONS.

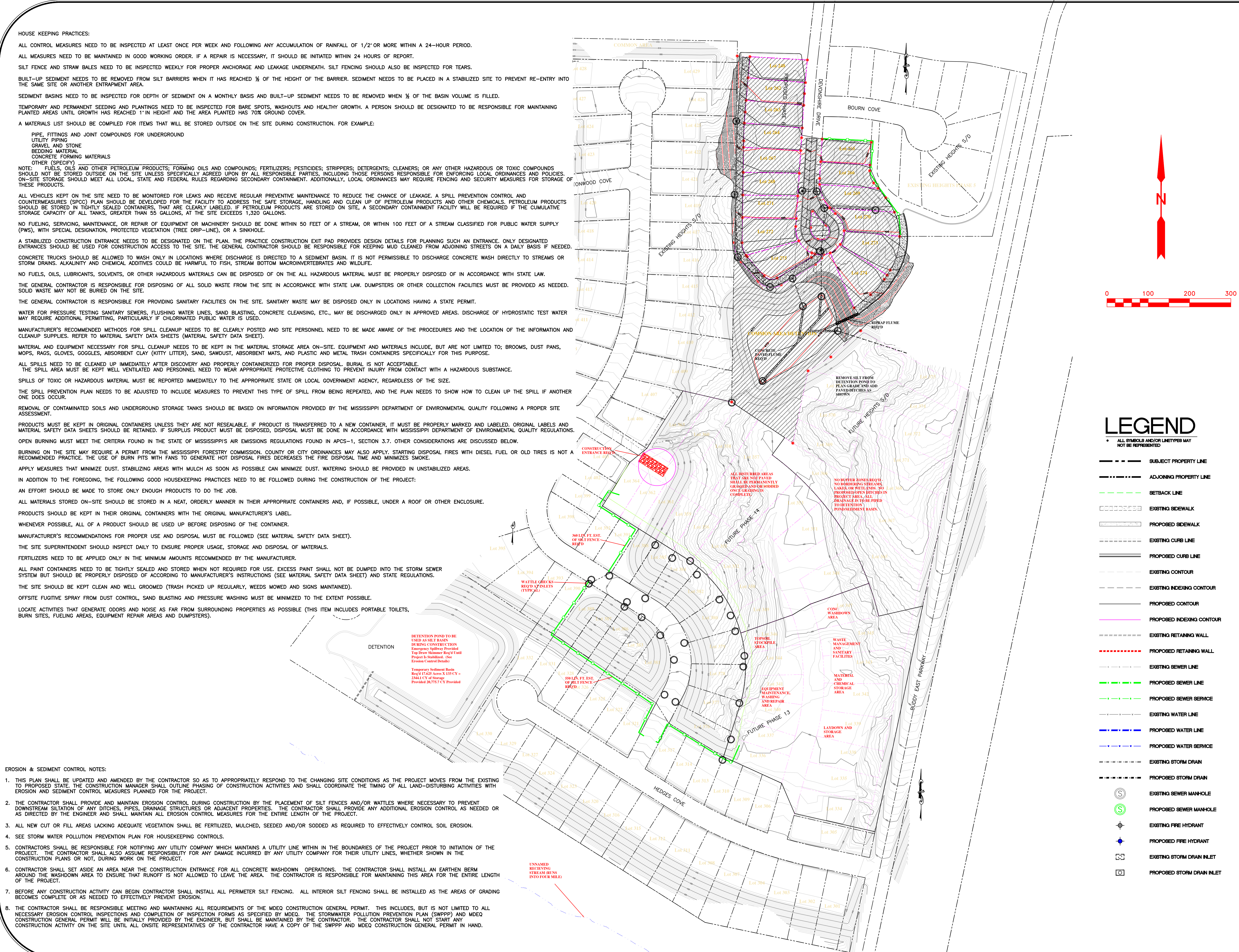
THE SITE SHOULD BE KEPT CLEAN AND WELL GROOMED (TRASH PICKED UP REGULARLY, WEEDS MOWED AND SIGNS MAINTAINED).

OFFSITE FUGITIVE SPRAY FROM DUST CONTROL, SAND BLASTING AND PRESSURE WASHING MUST BE MINIMIZED TO THE EXTENT POSSIBLE.

LOCATE ACTIVITIES THAT GENERATE ODORS AND NOISE AS FAR FROM SURROUNDING PROPERTIES AS POSSIBLE (THIS ITEM INCLUDES PORTABLE TOILETS, BURN SITES, FUELING AREAS, EQUIPMENT REPAIR AREAS AND DUMPSTERS).

EROSION & SEDIMENT CONTROL NOTES:

1. THIS PLAN SHALL BE UPDATED AND AMENDED BY THE CONTRACTOR SO AS TO APPROPRIATELY RESPOND TO THE CHANGING SITE CONDITIONS AS THE PROJECT MOVES FROM THE EXISTING TO PROPOSED STATE. THE CONSTRUCTION MANAGER SHALL OUTLINE PHASING OF CONSTRUCTION ACTIVITIES AND SHALL COORDINATE THE TIMING OF ALL LAND-DISTURBING ACTIVITIES WITH EROSION AND SEDIMENT CONTROL MEASURES PLANNED FOR THE PROJECT.
2. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN EROSION CONTROL DURING CONSTRUCTION BY THE PLACEMENT OF SILT FENCES AND/OR WATTLES WHERE NECESSARY TO PREVENT DOWNSTREAM SILTATION OF ANY DITCHES, PIPES, DRAINAGE STRUCTURES OR ADJACENT PROPERTIES. THE CONTRACTOR SHALL PROVIDE ANY ADDITIONAL EROSION CONTROL AS NEEDED OR AS DIRECTED BY THE ENGINEER AND SHALL MAINTAIN ALL EROSION CONTROL MEASURES FOR THE ENTIRE LENGTH OF THE PROJECT.
3. ALL NEW CUT OR FILL AREAS LACKING ADEQUATE VEGETATION SHALL BE FERTILIZED, MULCHED, SEEDED AND/OR SODDED AS REQUIRED TO EFFECTIVELY CONTROL SOIL EROSION.
4. SEE STORM WATER POLLUTION PREVENTION PLAN FOR HOUSEKEEPING CONTROLS.
5. CONTRACTORS SHALL BE RESPONSIBLE FOR NOTIFYING ANY UTILITY COMPANY WHICH MAINTAINS A UTILITY LINE WITHIN IN THE BOUNDARIES OF THE PROJECT PRIOR TO INITIATION OF THE PROJECT. THE CONTRACTOR SHALL ALSO ASSUME RESPONSIBILITY FOR ANY DAMAGE INCURRED BY ANY UTILITY COMPANY FOR THEIR UTILITY LINES, WHETHER SHOWN IN THE CONSTRUCTION PLANS OR NOT, DURING WORK ON THE PROJECT.
6. CONTRACTOR SHALL SET ASIDE AN AREA NEAR THE CONSTRUCTION ENTRANCE FOR ALL CONCRETE WASHDOWN OPERATIONS. THE CONTRACTOR SHALL INSTALL AN EARTHEN BERM AROUND THE WASHDOWN AREA TO ENSURE THAT RUNOFF IS NOT ALLOWED TO LEAVE THE AREA. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THIS AREA FOR THE ENTIRE LENGTH OF THE PROJECT.
7. BEFORE ANY CONSTRUCTION ACTIVITY CAN BEGIN CONTRACTOR SHALL INSTALL ALL PERIMETER SILT FENCING. ALL INTERIOR SILT FENCING SHALL BE INSTALLED AS THE AREAS OF GRADING BECOMES COMPLETE OR AS NEEDED TO EFFECTIVELY PREVENT EROSION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE MEETING AND MAINTAINING ALL REQUIREMENTS OF THE MDEQ CONSTRUCTION GENERAL PERMIT. THIS INCLUDES, BUT IS NOT LIMITED TO ALL NECESSARY EROSION CONTROL INSPECTIONS AND COMPLETION OF INSPECTION FORMS AS SPECIFIED BY MDEQ. THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AND MDEQ CONSTRUCTION GENERAL PERMIT WILL BE INITIALLY PROVIDED BY THE ENGINEER, BUT SHALL BE MAINTAINED BY THE CONTRACTOR. THE CONTRACTOR SHALL NOT START ANY CONSTRUCTION ACTIVITY ON THE SITE UNTIL ALL ONSITE REPRESENTATIVES OF THE CONTRACTOR HAVE A COPY OF THE SWPPP AND MDEQ CONSTRUCTION GENERAL PERMIT IN HAND.



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EROSION CONTROL PLAN  
FOR  
THE HEIGHTS AT  
OXFORD COMMONS  
PHASES 6, & 9

|                                   |                     |
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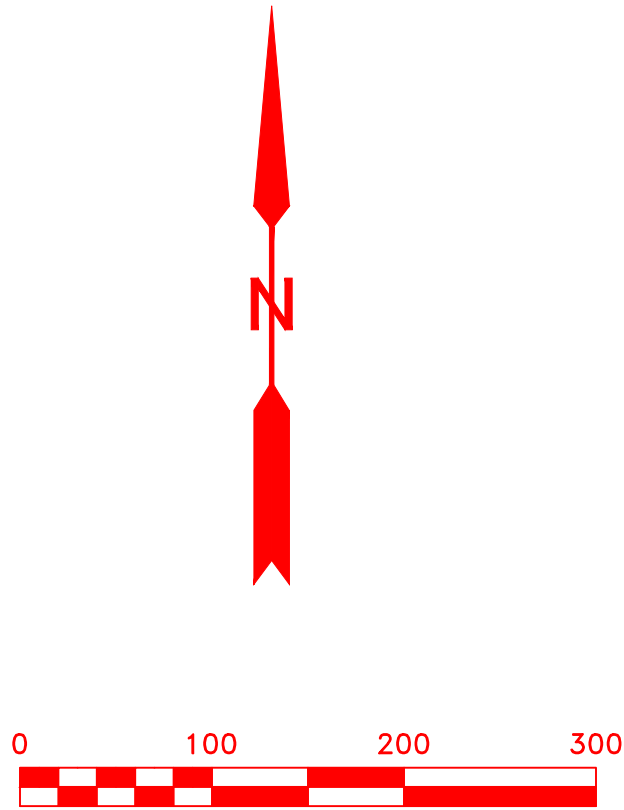




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GRADING PLAN  
FOR  
THE HEIGHTS AT  
OXFORD COMMONS  
PHASE 6

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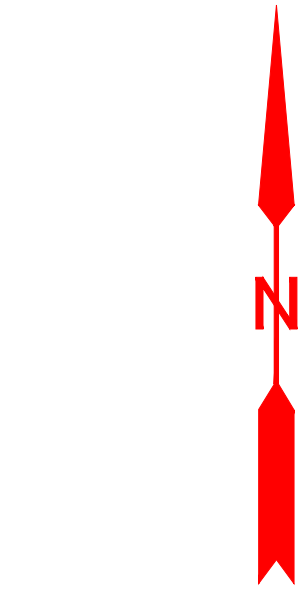
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# STORM DRAINS FOR THE HEIGHTS AT OXFORD COMMONS PHASE 6

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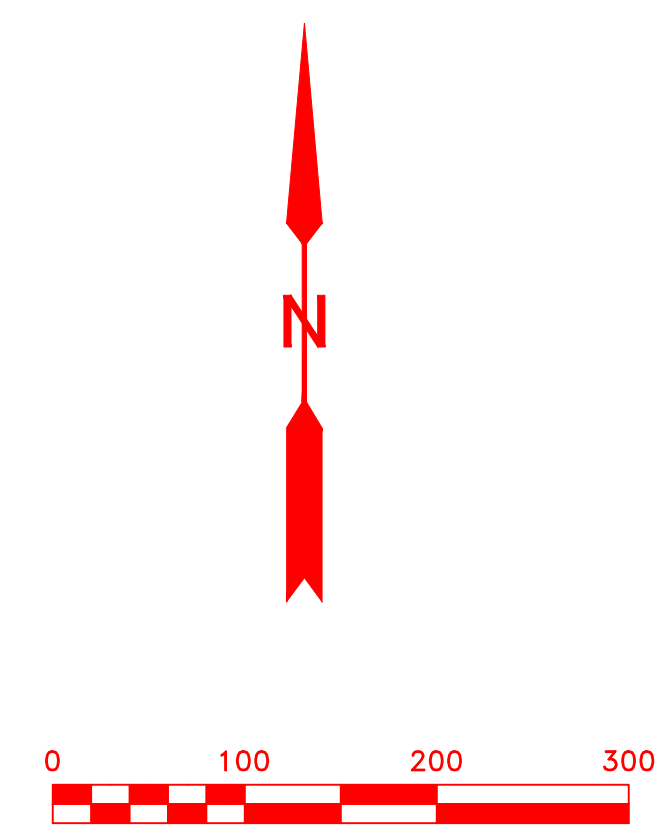
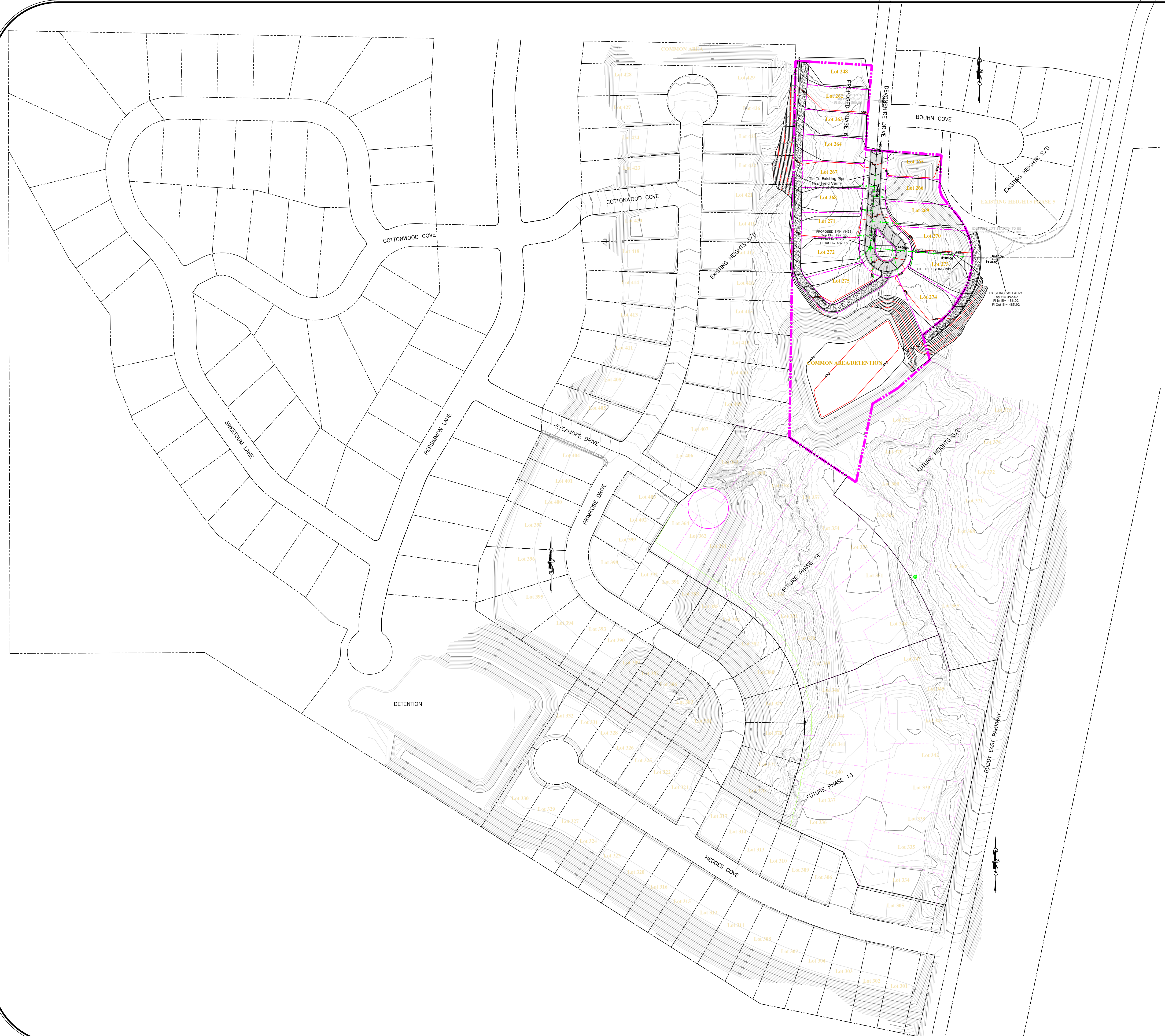
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SANITARY SEWER  
FOR  
THE HEIGHTS AT  
OXFORD COMMONS  
PHASES 6

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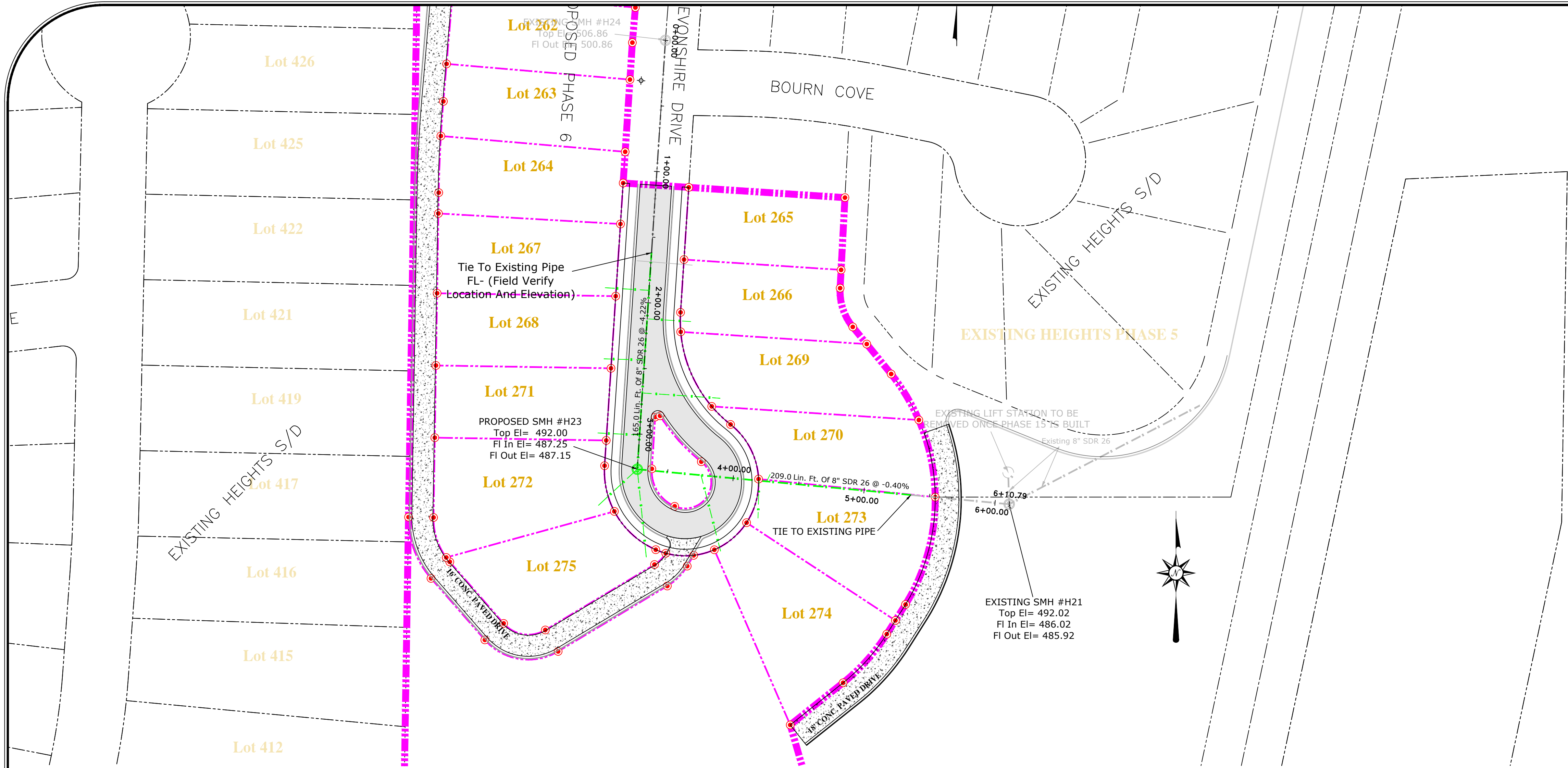
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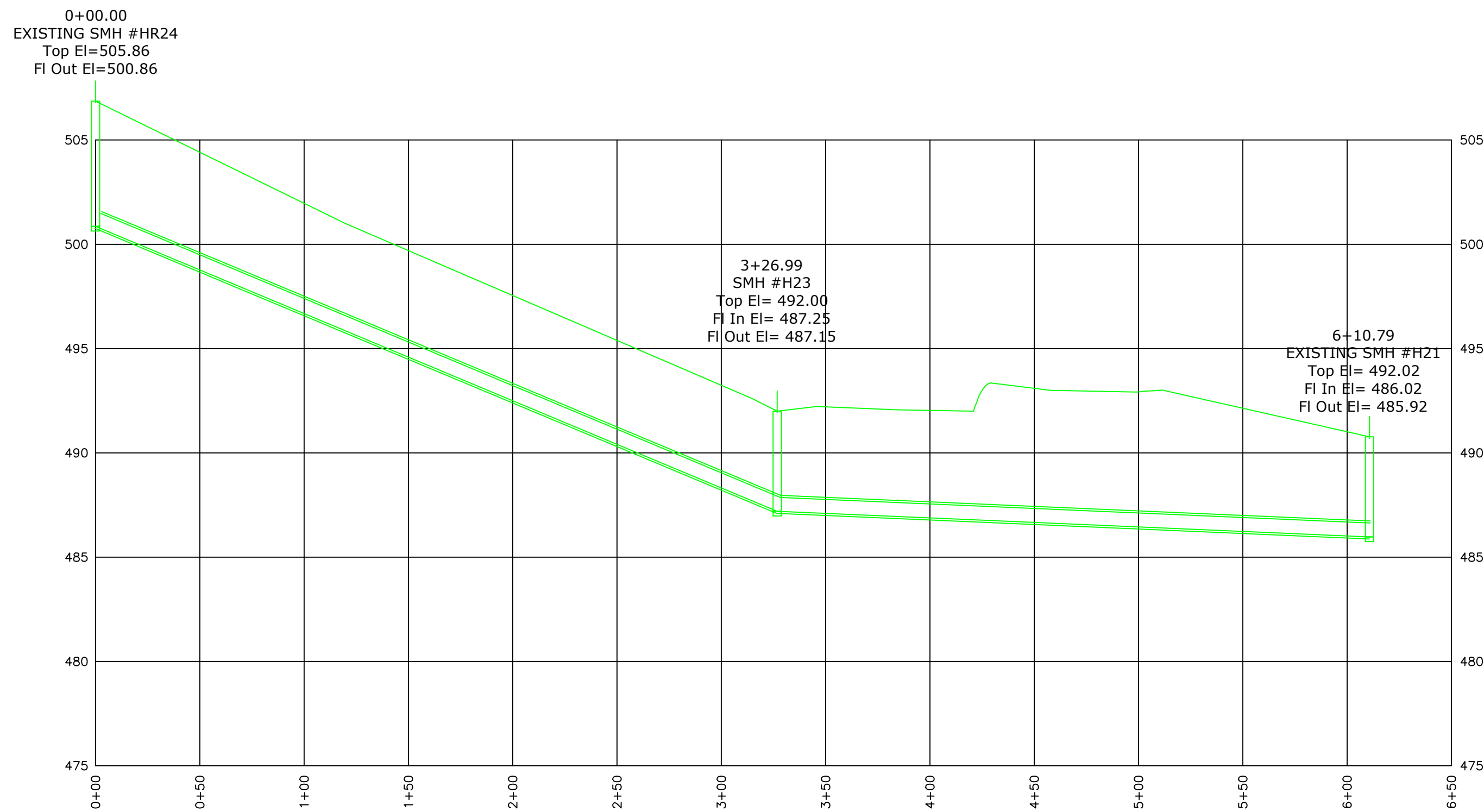




DEVONSHIRE DRIVE

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# SANITARY SEWER PROFILE FOR THE HEIGHTS AT OXFORD COMMONS PHASE 6

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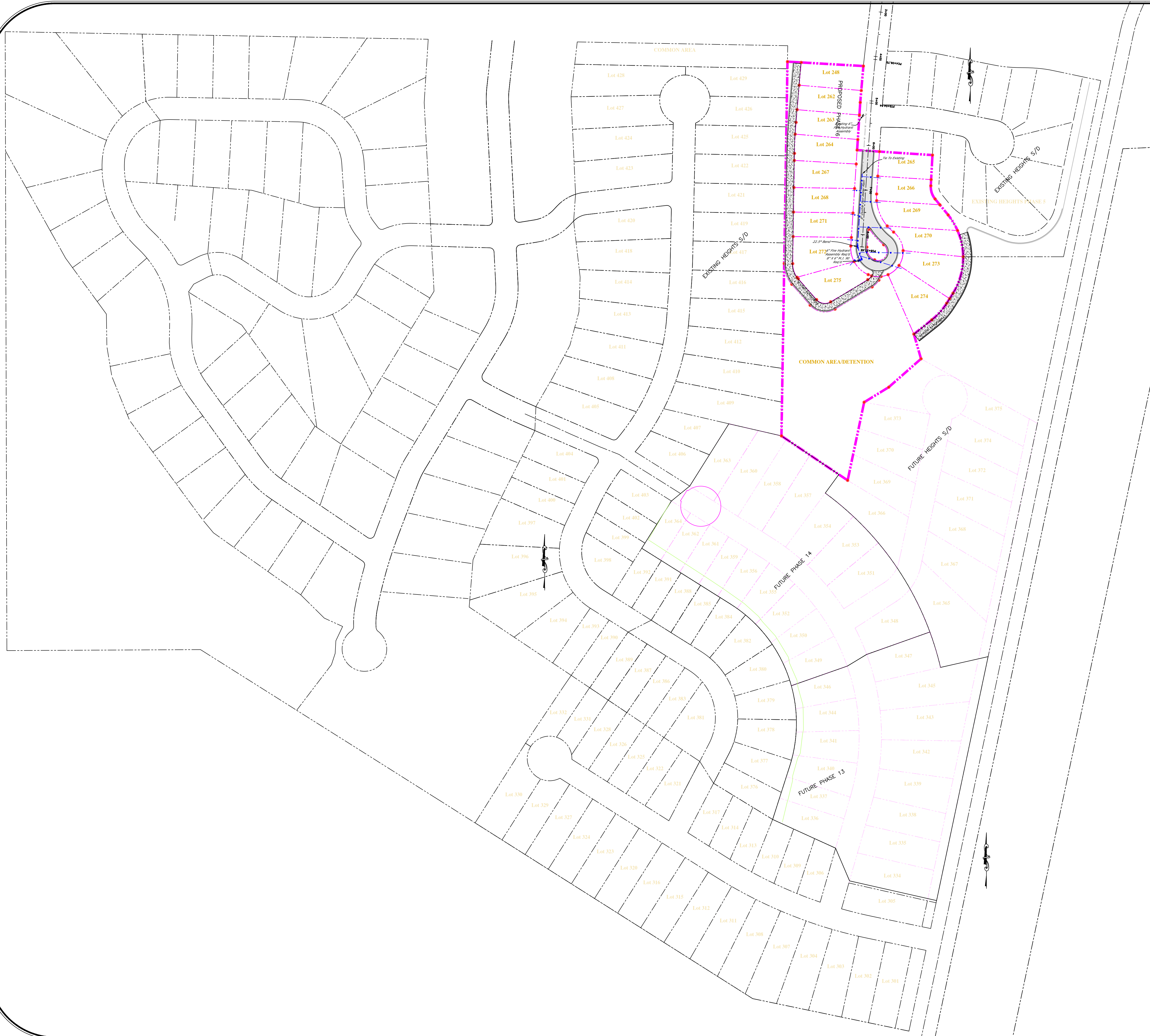
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WATER PLAN  
FOR  
THE HEIGHTS AT  
OXFORD COMMONS  
PHASE 6

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- PROPOSED WATER SERVICE
- EXISTING STORM DRAIN
- PROPOSED STORM DRAIN
- EXISTING SEWER MANHOLE
- PROPOSED SEWER MANHOLE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING STORM DRAIN INLET
- PROPOSED STORM DRAIN INLET

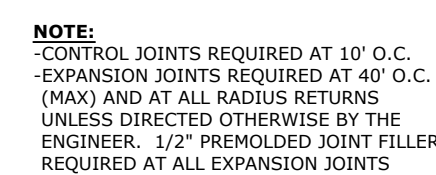


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| DRAWN BY:<br>J. ADAMS             | DATE:<br>12-16-2024 |
| CHECKED BY:<br>P. KOSHENINA, P.E. | SCALE:<br>N.T.S.    |
| DRAWING NO.:<br>6865              |                     |

PAGE NO.:

Page 157 of 198



**NOTE:**  
-CONTROL JOINTS REQUIRED AT 10' O.C.  
-EXPANSION JOINTS REQUIRED AT 40' O.C.  
(MAX) AND AT ALL RADIUS RETURNS  
UNLESS DIRECTED OTHERWISE BY THE  
ENGINEER. 1/2" PREMOLDED JOINT FILLER  
REQUIRED AT ALL EXPANSION JOINTS

6" Granular Material  
(Crushed Limestone)

6" Granular Material  
(Crushed Limestone)

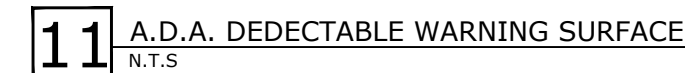
**NOTE:**  
-CONTROL JOINTS REQUIRED AT 5' O.C.  
-EXPANSION JOINTS REQUIRED AT 20' O.C.  
UNLESS DIRECTED OTHERWISE BY THE  
ENGINEER. 1/2" PREMOLDED JOINT FILLER  
REQUIRED AT ALL EXPANSION JOINTS

- ALL HANDICAP RAMPS TO MEET A.D.A. REQUIREMENTS FOR SLOPE AND SURFACE FINISH, ALL RAMP TO INCLUDE ADA TACTILE WARNING STRIPE. TACTILE WARNING STRIPE TO MEET CITY OF OXFORD STANDARDS.



### DICAP CURB CUT DETAIL

1.60" (41 mm) MIN  
2.40" (61 mm) MAX



SIZE AND COLOR TO MATCH CITY OF OXFORD STANDARD

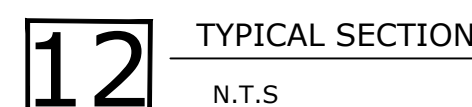


9 HANDICAP CURB CUT DETAIL  
N.T.S

10 CURB CUT PERSPECTIVE  
N.T.S

**13** 16' CONCRETE DRIVEWAY DETAIL  
N.T.S. (WITH CURB AND GUTTER)

**13** 16' CONCRETE DRIVEWAY DETAIL  
N.T.S. (WITH CURB AND GUTTER)



**12** TYPICAL SECTION  
N.T.S



REVISIONS:

| NO. | DATE | REVISIONS | BY: |
|-----|------|-----------|-----|
| NO. | DATE | REVISIONS | BY: |
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UTILITY DETAILS  
FOR  
THE HEIGHTS AT  
OXFORD COMMONS  
PHASES 6 & 9

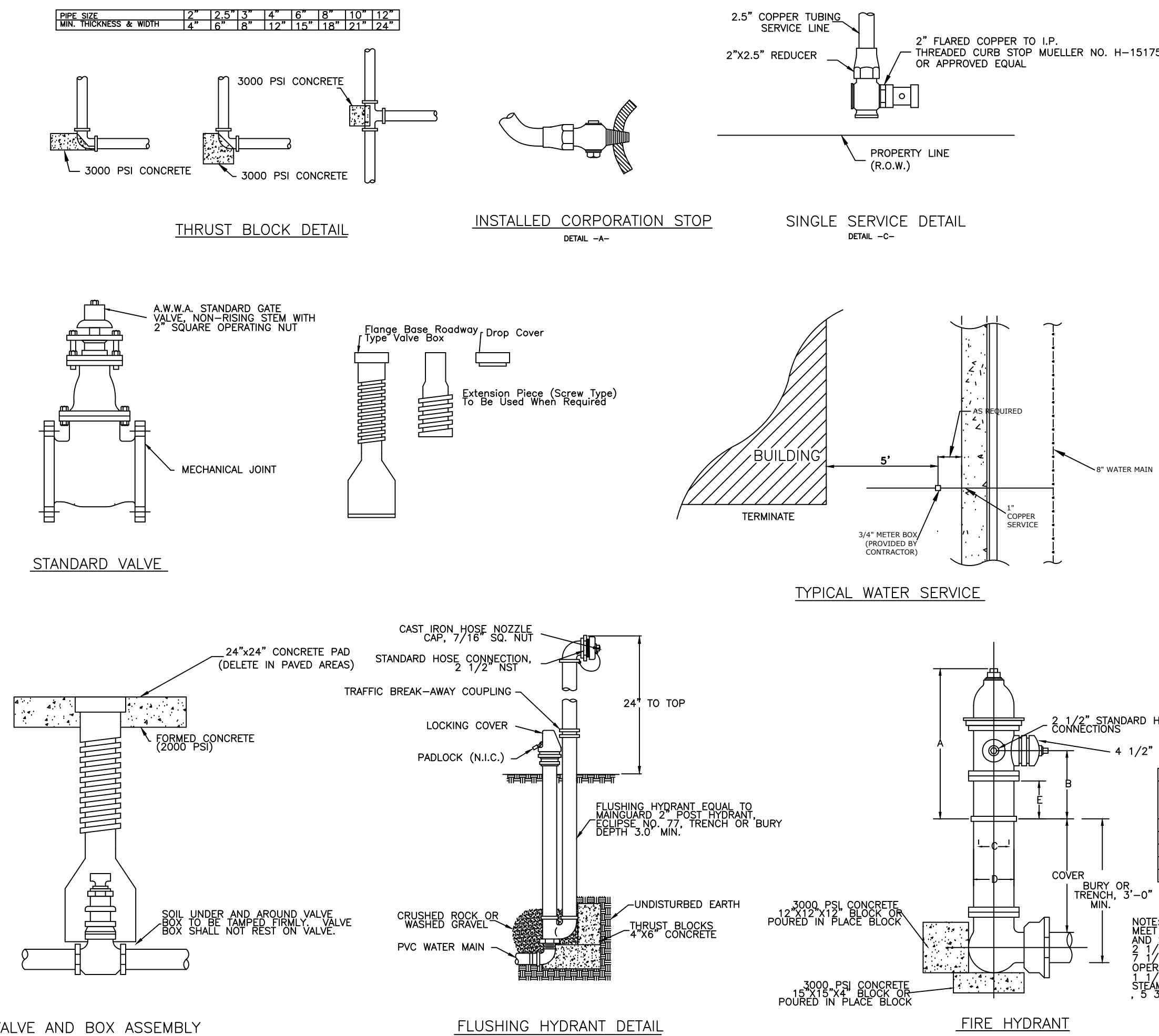
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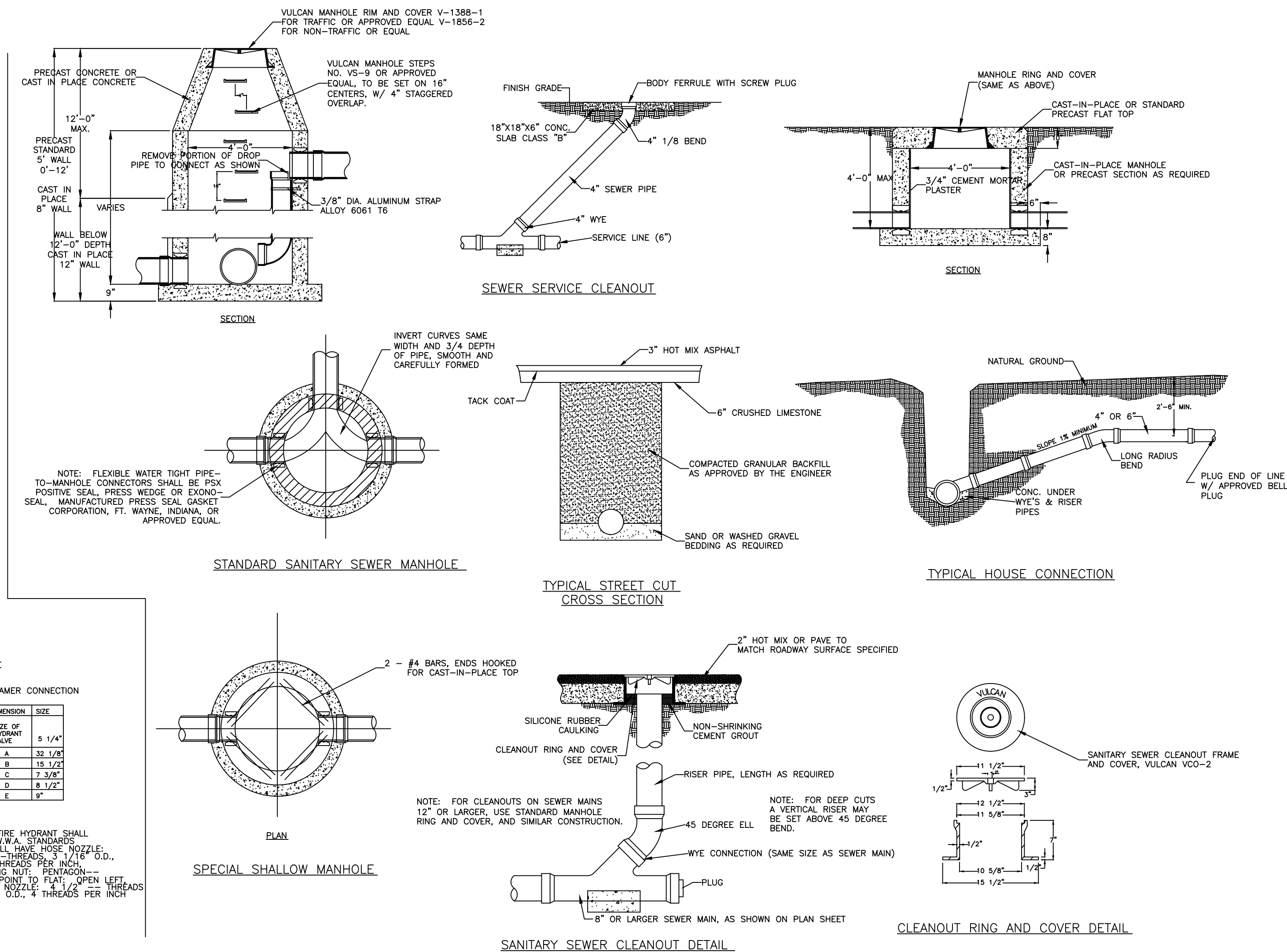
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WATER DETAILS



SEWER DETAILS





## REVISIONS:

| NO. | DATE | REVISIONS | BY |
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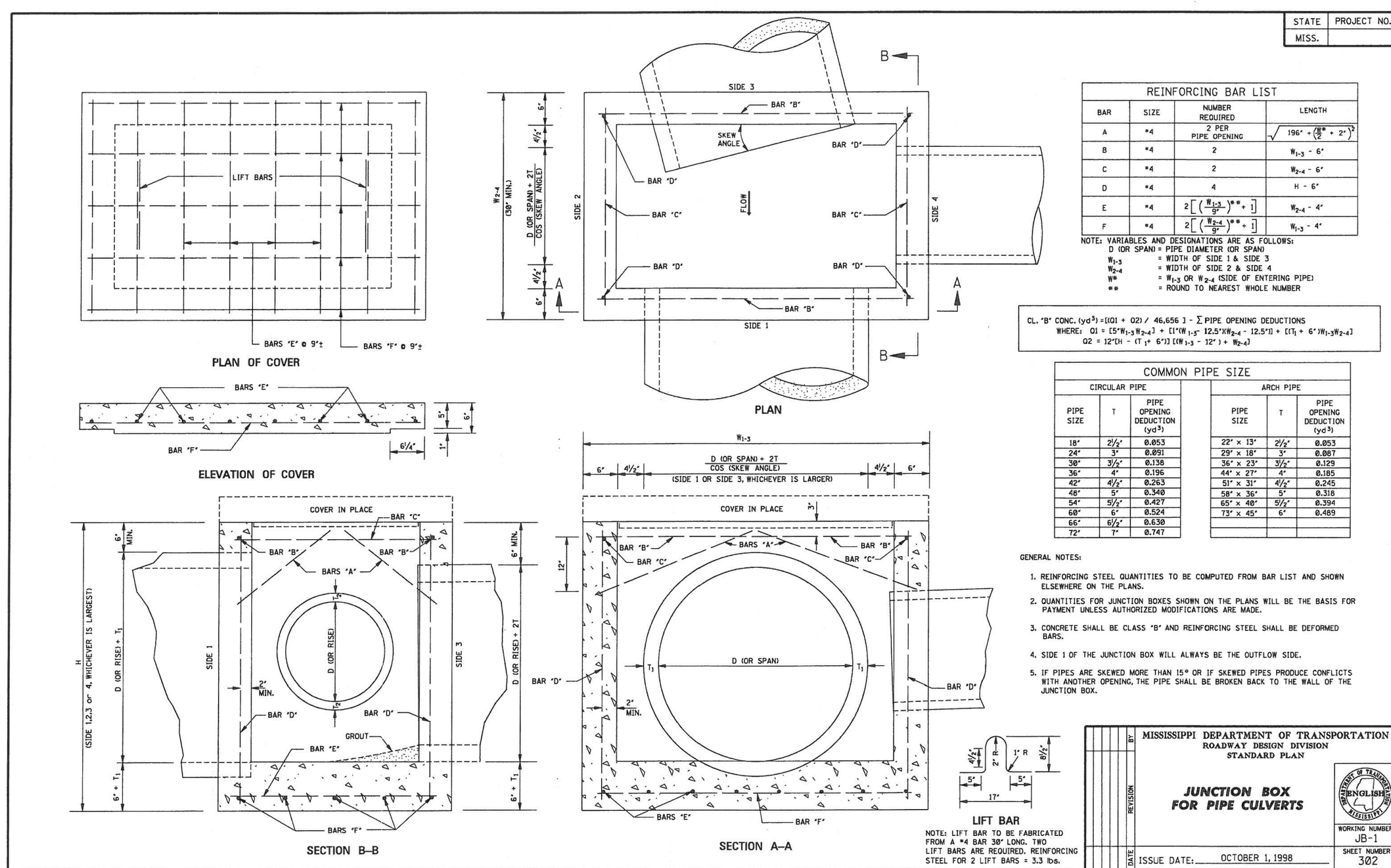
# STORM DRAIN DETAILS FOR THE HEIGHTS AT OXFORD COMMONS PHASES 6 & 9

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|-----------------------------------|---------------------|
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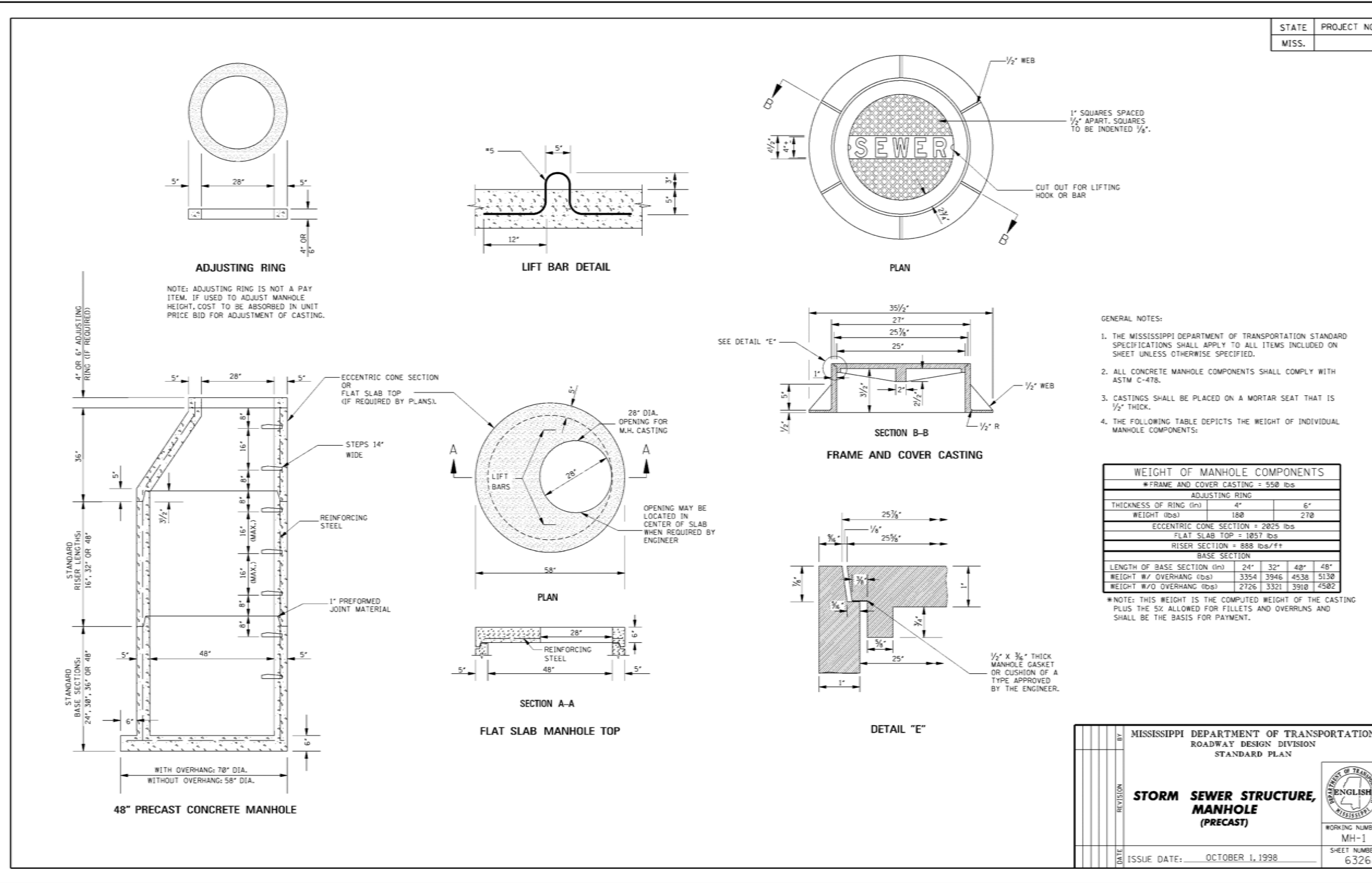
PAGE NO.:

8.2



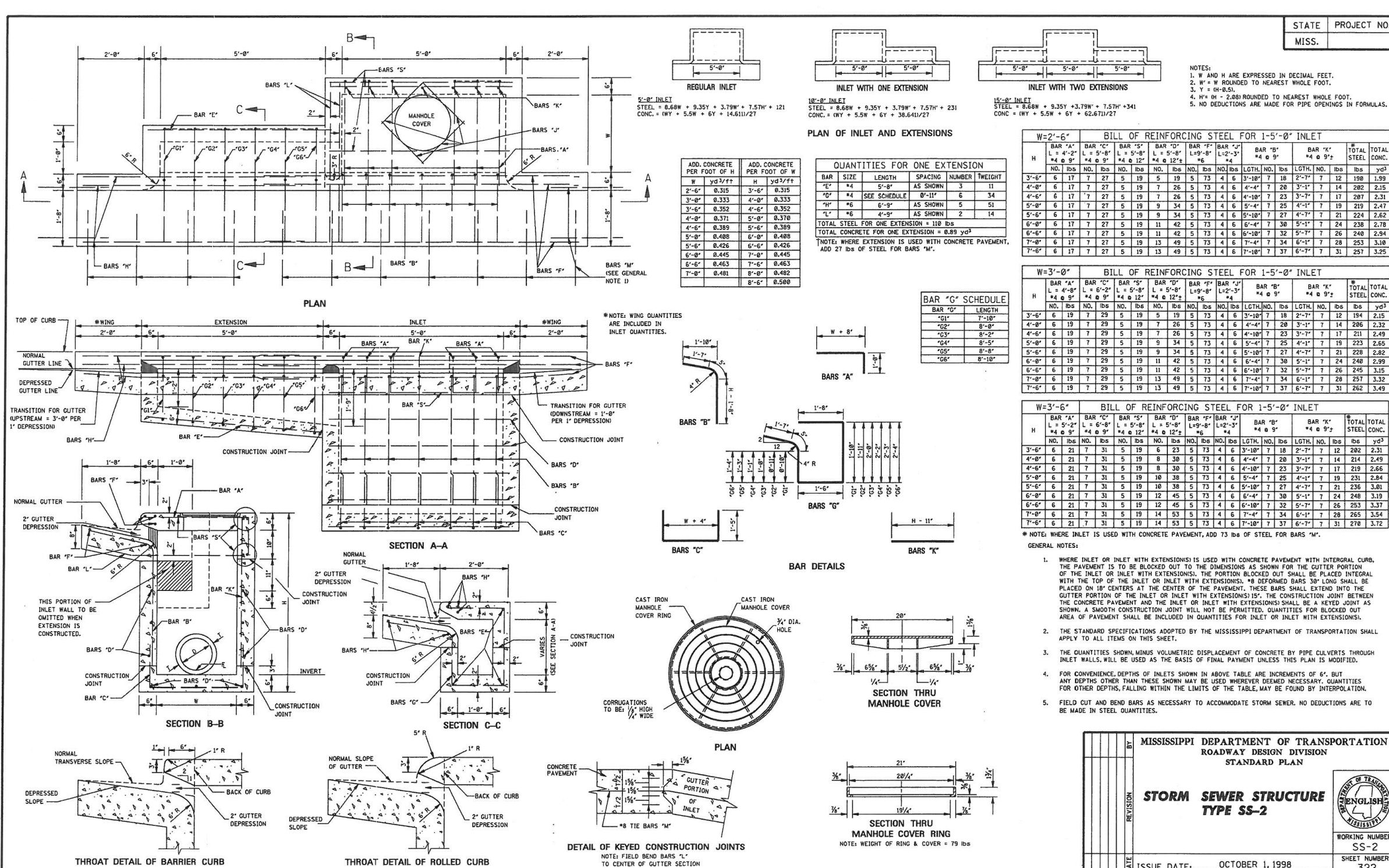
## JUNCTION BOX DETAILS

N.T.S.



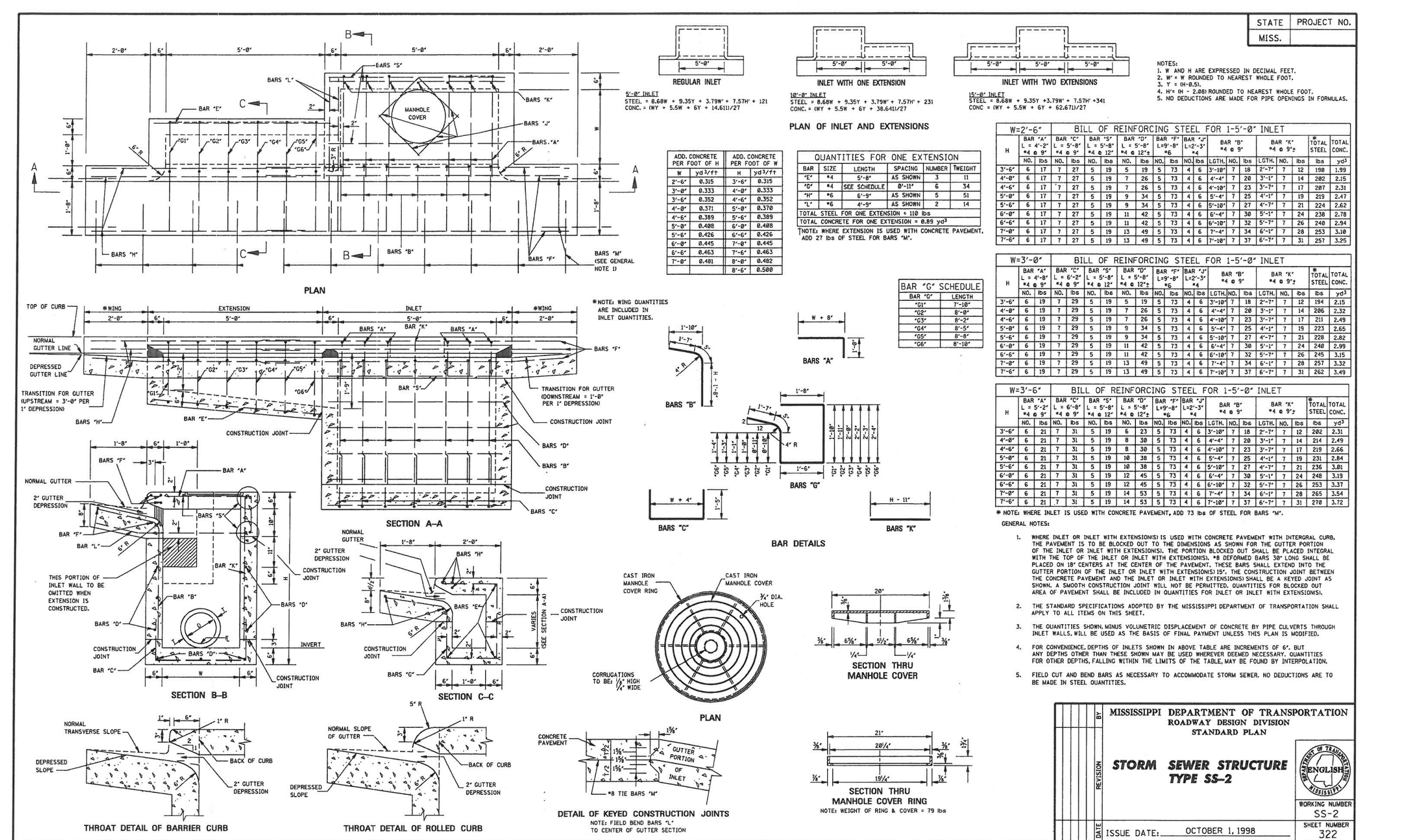
## STORM SEWER STRUCTURE, MANHOLE (PRECAST)

N.T.S.



## FLARED END SECTION DETAILS

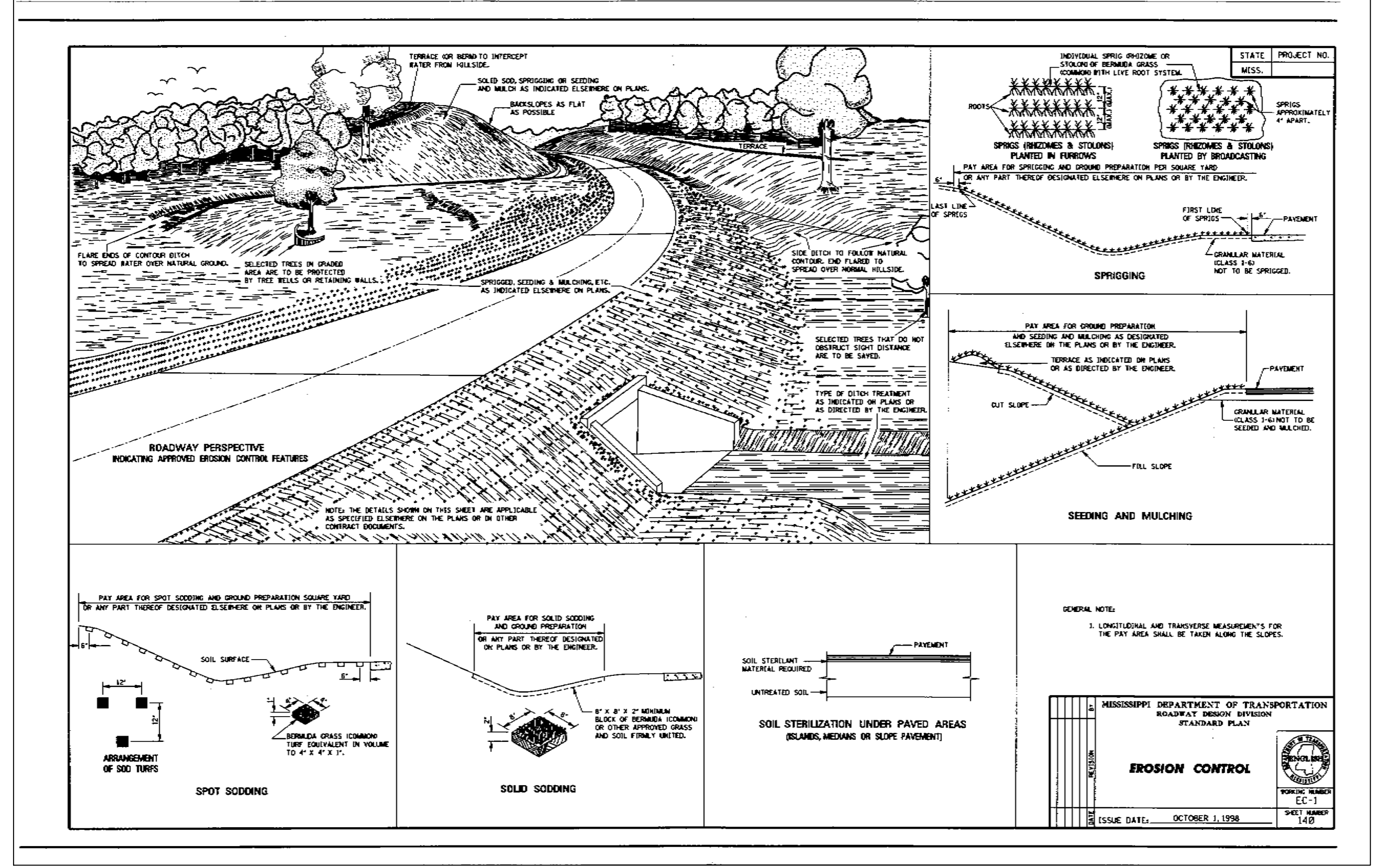
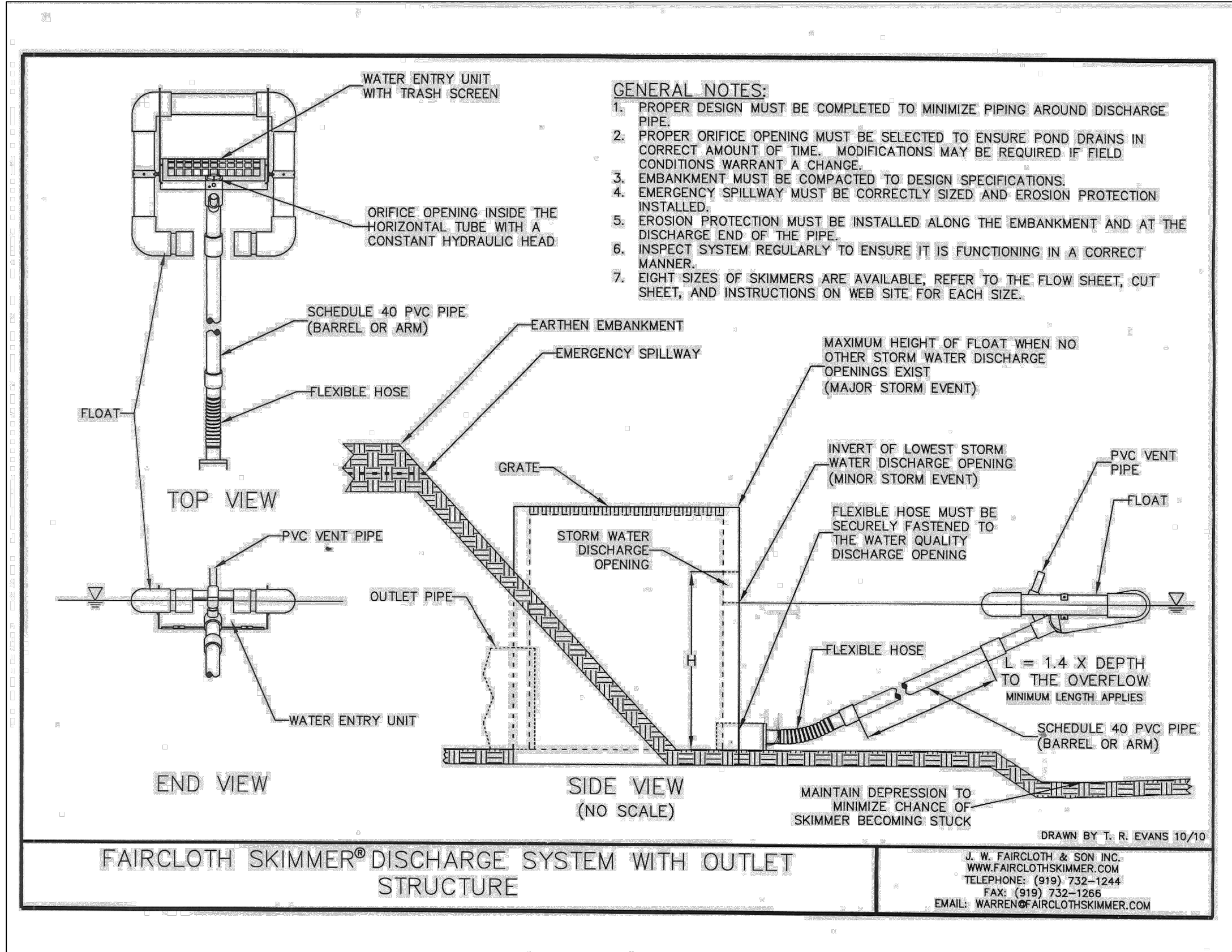
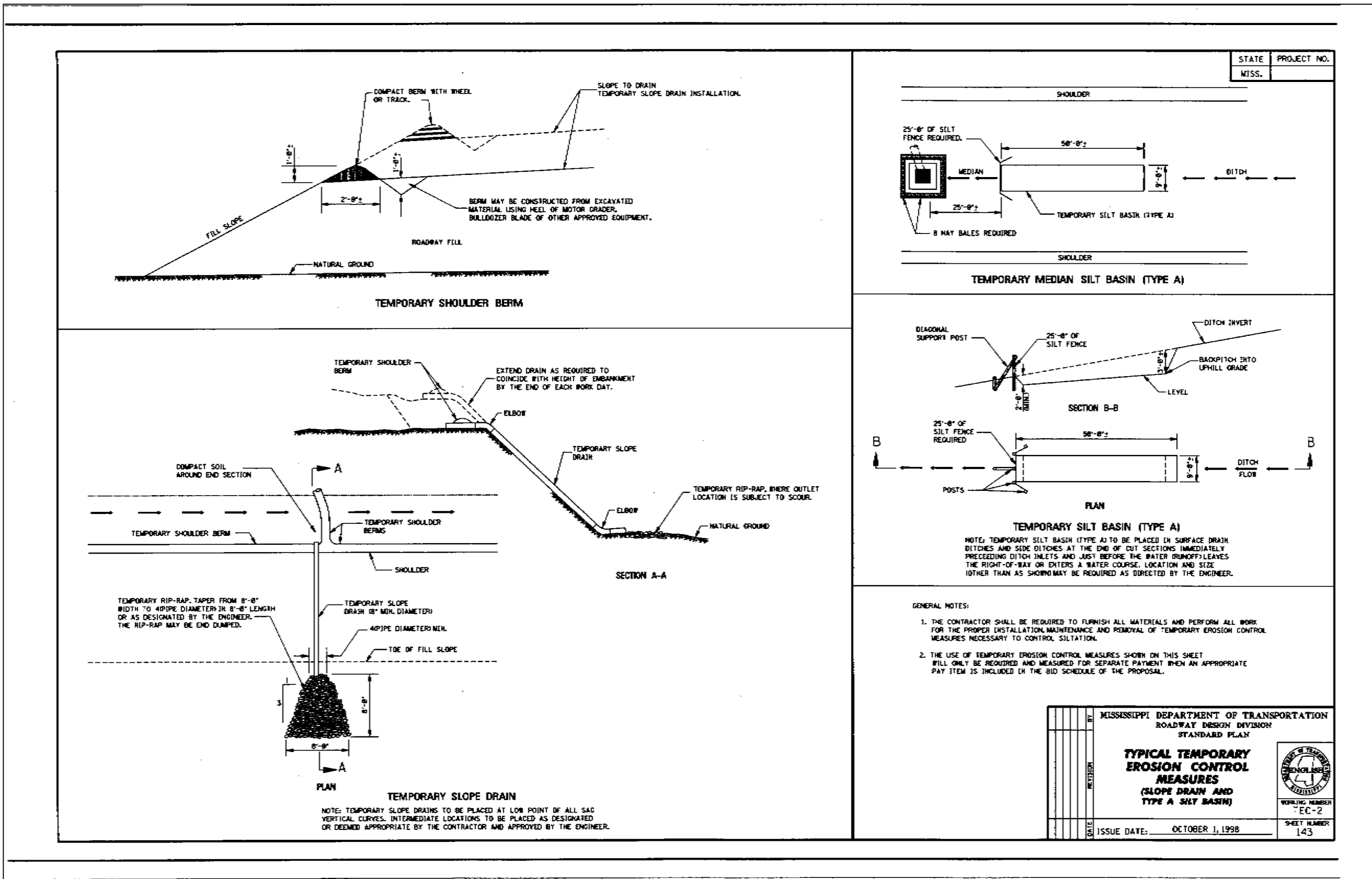
N.T.S.



## CURB INLET DETAILS

N.T.S.





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EMAIL: OXFORD@PECORPMS.COM

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| NO.        | DATE | REVISIONS | BY |
| NO.        | DATE | REVISIONS | BY |
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EROSION CONTROL DETAILS  
FOR  
THE HEIGHTS AT  
OXFORD COMMONS  
PHASES 6, & 9

|                                   |                     |
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| DRAWN BY:<br>J. ADAMS             | DATE:<br>09-02-2025 |
| CHECKED BY:<br>P. KOSHENINA, P.E. | SCALE:<br>N.T.S.    |
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EROSION CONTROL  
DETAILS  
N.T.S.





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REVISIONS:

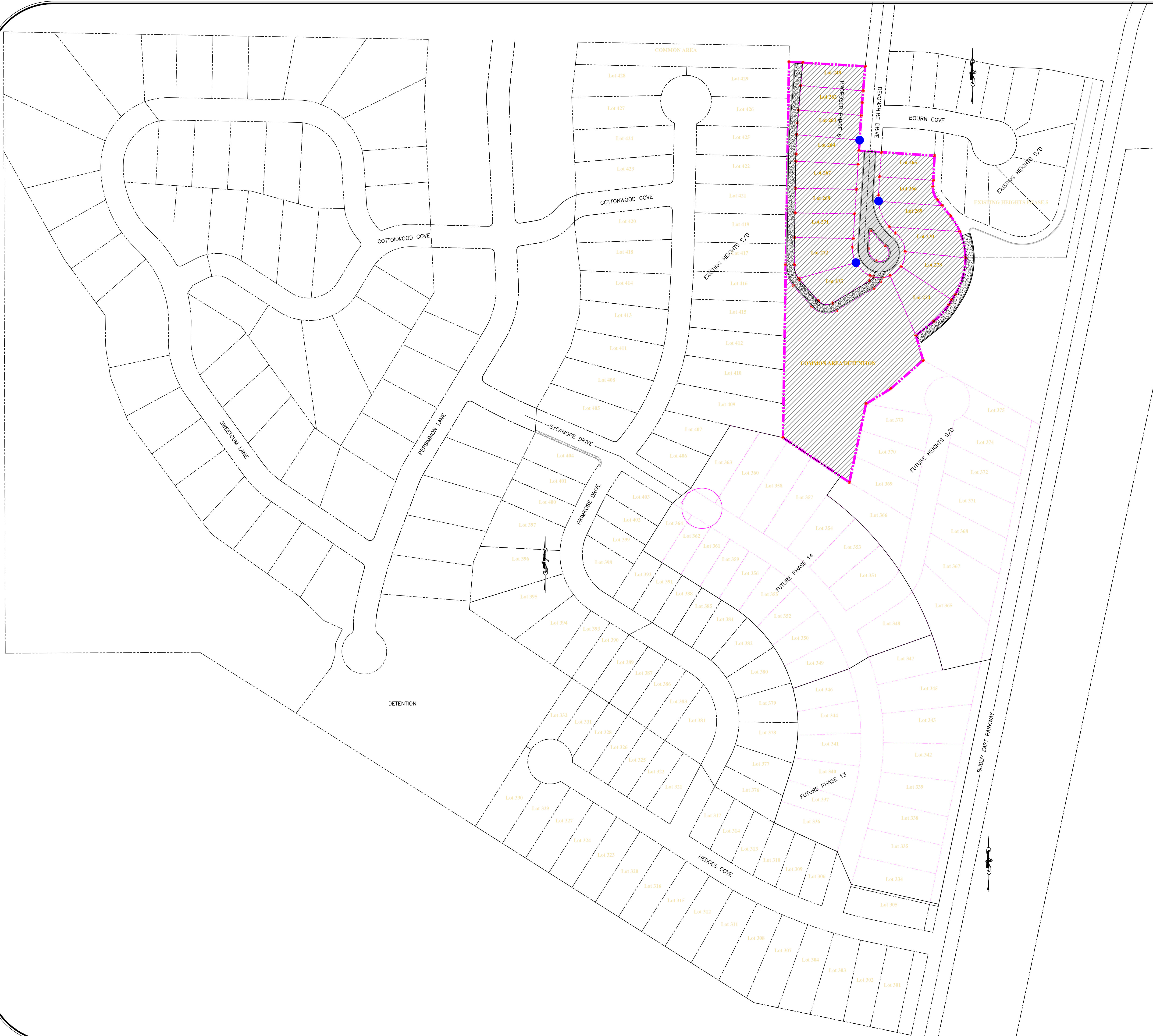
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LIGHTING LAYOUT  
FOR  
THE HEIGHTS AT  
OXFORD COMMONS  
PHASE 6

LEGEND

ALL SYMBOLS AND/OR LINETYPES MAY NOT BE REPRESENTED

- SUBJECT PROPERTY LINE
- ADJOINING PROPERTY LINE
- SETBACK LINE
- EXISTING SIDEWALK
- PROPOSED SIDEWALK
- EXISTING CURB LINE
- PROPOSED CURB LINE
- EXISTING CONTOUR
- EXISTING INDEXING CONTOUR
- PROPOSED CONTOUR
- PROPOSED INDEXING CONTOUR
- EXISTING RETAINING WALL
- PROPOSED RETAINING WALL
- EXISTING SEWER LINE
- PROPOSED SEWER LINE
- PROPOSED SEWER SERVICE
- EXISTING WATER LINE
- PROPOSED WATER LINE
- PROPOSED WATER SERVICE
- EXISTING STORM DRAIN
- PROPOSED STORM DRAIN
- EXISTING SEWER MANHOLE
- PROPOSED SEWER MANHOLE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING STORM DRAIN INLET
- PROPOSED STORM DRAIN INLET



|                                   |                     |
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| DRAWN BY:<br>J. ADAMS             | DATE:<br>09-24-2025 |
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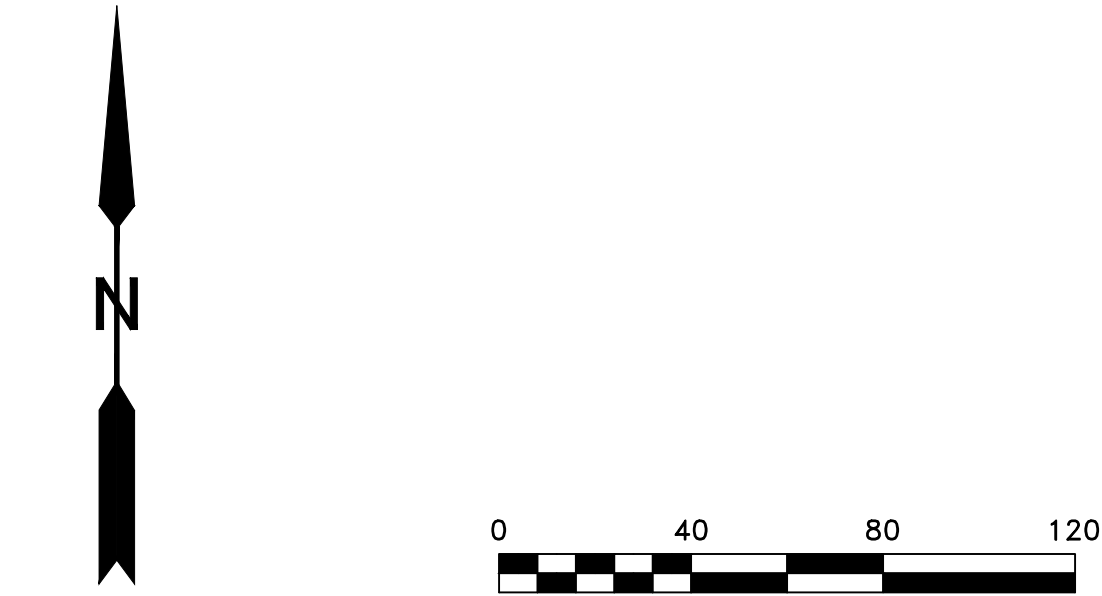


| PLANT SCHEDULE |      |                                        |      |         |                    |     |
|----------------|------|----------------------------------------|------|---------|--------------------|-----|
| SYMBOL         | CODE | BOTANICAL / COMMON NAME                | CONT | CAL     | SIZE               | QTY |
| LARGE TREES    |      |                                        |      |         |                    |     |
|                | LT3  | Liriodendron tulipifera / Tulip Poplar | B&B  | 2" Cal. | 11'-13' H, 3'-4' W | 6   |
|                | QM3  | Quercus macrocarpa / Burr Oak          | B&B  | 2" Cal. | 12'-14' H, 4'-5' W | 7   |
|                | QP3  | Quercus phellos / Willow Oak           | B&B  | 2" Cal. | 11'-13' H, 3'-4' W | 6   |

CITY OF OXFORD, MS LANDSCAPE REQUIREMENTS

- 5.7.1 Landscape Standards - Landscape Plan Required.** A landscape plan is required at time of site plan review for all site plans, subdivisions, and master planned developments. The landscape plan shall be prepared by a qualified professional landscape architect or landscape designer, or certified arborist and shall contain the information specified in the Appendix.
- 5.7.2.1 Compliance with Approved Landscaping Plan:** No building permit shall be issued unless the submitted landscape plan complies with the provisions of this ordinance. Standards for installation and maintenance of landscaping are located in the Appendix.
- 5.7.2.2** A certificate of occupancy shall not be permitted until required landscaping is complete and/ or provision has been made to provide financial surety for completion of the required landscaping.
- 5.7.3.2** Additional landscaped area may be in the form of green areas, foundation plantings around buildings and structures, or additional front setback landscaping.
- 5.7.3.4** At a minimum, all additional landscaped areas shall be completely covered with live turf or ground cover, or seasonal seeding.
- 5.7.3.6** If landscape mulch made of organic materials (such as wood) is to be used, it must be placed at least two (2) feet from the edge of a building. Landscape rock or other similar material may be placed next to the building.
- 5.7.3.7** Frontage trees must be planted along all public streets at the rate of 1 large tree every 50 feet, or 1 small tree every 35 feet.
- 820 lf frontage/ 50 ft = 16 trees required (19 trees proposed)

- TREE PLANTING NOTES:**
- ALL LANDSCAPING SHALL FOLLOW THE GUIDELINES AS SET FORTH BY THE LANDSCAPE ORDINANCE OF THE CITY OF OXFORD, MS.
  - LANDSCAPE PLANS INDICATE FRONTAGE TREES.
  - ADDITIONAL LANDSCAPE PLANS WILL BE SUBMITTED FOR APPROVAL WITH THE DEVELOPMENT OF THE PROPERTY AND WILL INCLUDE DETAILED PLANTING PLANS ASSOCIATED WITH DEVELOPMENT THROUGHOUT THE SITE. THE INTENT OF THIS PLAN IS TO SATISFY THE CITY OF OXFORD LANDSCAPE REQUIREMENTS ONLY FOR THIS PHASE OF WORK.
  - TREE LOCATIONS INDICATED ARE BASED ON SPACING AS REQUIRED BY THE CITY OF OXFORD LANDSCAPE REQUIREMENTS. FIELD ADJUSTMENTS MAY BE NECESSARY AS TO NOT CONFLICT WITH UTILITIES, OVERHEAD SITE LIGHTING, AND OTHER RELATED ELEMENTS. ANY CHANGES WILL NEED PRIOR APPROVAL BY THE ENGINEER. CONTRACTOR IS TO IDENTIFY AND CLEARLY MARK ALL UTILITIES PRIOR TO WORK. TREES ARE NOT TO BE PLANTED IN LOCATIONS AS TO CONFLICT WITH UTILITIES. ANY DAMAGE TO UTILITIES SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR OR REPLACE AT NO ADDITIONAL COST TO THE OWNER.
  - CONTRACTOR SHALL ENSURE ALL REQUIRED TREES ARE LOCATED OUTSIDE OF EXISTING UTILITY EASEMENT.
  - ALL CANOPY TREES LOCATED WITHIN VEHICULAR USE AREAS AND ALONG WALKWAYS SHALL BE LIMBED UP TO A HEIGHT OF 6' TO ALLOW FOR CLEAR VIEWS AND MOVEMENT UNDER TREES.
  - VERIFY ALL QUANTITIES ON SITE TO BE CERTAIN PLANTS FILL THE AREA TO BE LANDSCAPED PRIOR TO INSTALLATION.
  - ALL MATERIALS ARE TO BE INSPECTED AND APPROVED ON SITE BY THE LANDSCAPE ARCHITECT PRIOR TO ANY INSTALLATION. A TWO DAY NOTICE IS TO BE GIVEN OF WHEN PLANT MATERIAL WILL BE STAGED ON-SITE.
  - ALL WORK UNDER THIS CONTRACT WILL BE WARRANTED BY THE LANDSCAPE CONTRACTOR TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP, FOR A PERIOD OF ONE CALENDAR YEAR OF ONE FULL GROWING SEASON.
  - CONTRACTOR IS RESPONSIBLE FOR WATERING, WEEDING, PRUNING, AND OTHER MAINTENANCE REQUIRED FOR SCOPE OF PROJECT DURING THIS WARRANTY PERIOD OF ONE CALENDAR YEAR OR ONE FULL GROWING SEASON.
  - THIS ONE YEAR PERIOD WILL BEGIN FROM THE DATE OF FINAL ACCEPTANCE BY THE OWNER, EXCEPT AS OTHERWISE AGREED IN WRITING BY ALL PARTIES TO THE CONTRACT.
  - THEFT, VIOLENT WEATHER, AND DROUGHT DAMAGE ARE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR, UNTIL FINAL COMPLETION IS GIVEN.
  - 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.
  - CONSTRUCT MULCH RINGS AROUND THE BASE OF ALL INDIVIDUAL PLANTINGS IN LAWN AREAS TO A WIDTH OF 5' DIA. AROUND TREES.
  - GRASSING (SOLID SOD AND PERMANENT SEEDING) IS REQUIRED FOR ALL AREAS DISTURBED AS A RESULT OF CONSTRUCTION PROCEDURES.
  - PRIOR TO THE ISSUANCE OF ANY PERMITS (SITE DISTURBANCE, ETC.) THE CITY OF OXFORD PLANNING DEPT WILL REQUIRE A TIMELINE WITH ANTICIPATED COMPLETION STEPS TO REACH FINAL SITE RESTORATION AND PLANTING. THE ESTABLISHMENT OF PERMANENT GRASS COVERAGE IS TO FOLLOW IMMEDIATELY UPON COMPLETION OF GRADING, REGARDLESS OF SEASON. IF ENTIRE SITE CANNOT BE DONE IN A REASONABLE TIMEFRAME, CONTRACTOR IS TO ESTABLISH PERMANENT GRASS COVERAGE IN STAGES SO FIRST STAGE IS REPLANTED AND RECOVERING WHILE WORK COMMENCES ON THE NEXT STAGE.
  - ALL AREAS NOT TO RECEIVE PERMANENT SURFACE TREATMENT SHALL BE SEEDED AND FERTILIZED IN ACCORDANCE WITH THE MISSISSIPPI STANDARDS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION, 2004 ED. APPLICATION RATES AND SCHEDULES SET FORTH IN THOSE SPECIFICATIONS SHALL APPLY TO ENSURE THAT 100% COVERAGE OF GRASS IS ESTABLISHED.
  - TREES MUST BE ADEQUATELY SUPPORTED, WHEN NECESSARY, TO INSURE PROPER GROWTH; AND SUPPORT REMOVED WHEN THE TREES ARE ESTABLISHED, AT THE DIRECTION OF THE PLANNING DEPARTMENT.
  - ALL LANDSCAPING SOIL AND FILL MUST BE MAINTAINED AND REASONABLY FREE FROM WEEDS, REFUSE, AND DEBRIS AT ALL TIMES.



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| NO.:       | DATE:   | REVISIONS:            | BY: |
| 1          | 9-15-25 | ADDED 18' CONC. DRIVE | JA  |
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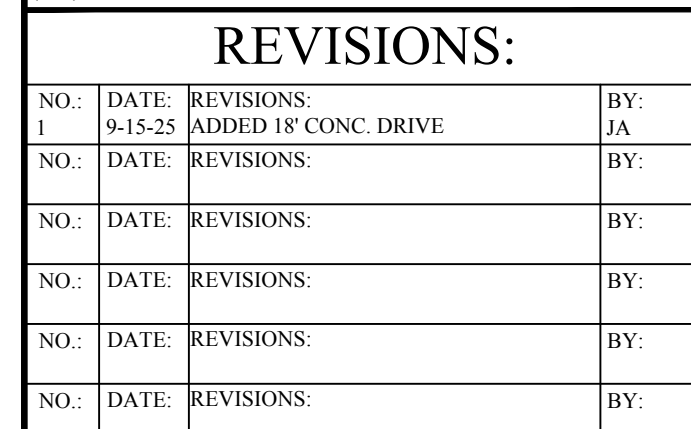
LANDSCAPE PLAN  
FOR  
THE HEIGHTS AT  
OXFORD COMMONS  
PHASE 6

|                                   |                     |
|-----------------------------------|---------------------|
| DRAWN BY:<br>C. BUCKNER           | DATE:<br>09-25-2025 |
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# LANDSCAPE DETAILS FOR THE HEIGHTS AT OXFORD COMMONS PHASE 6

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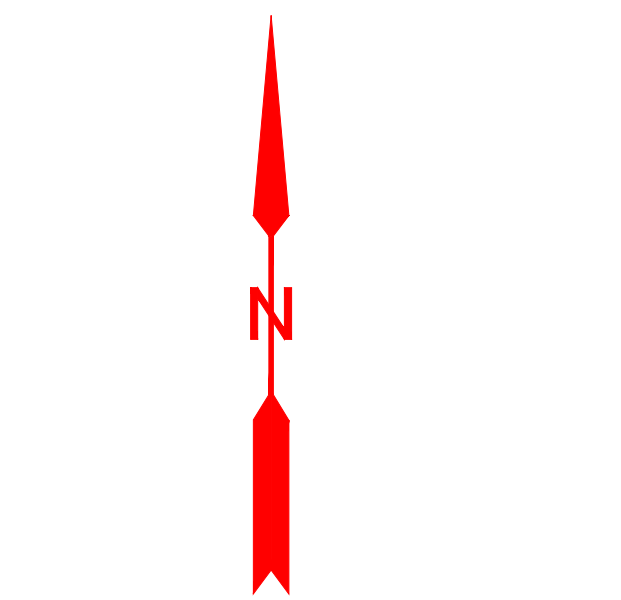
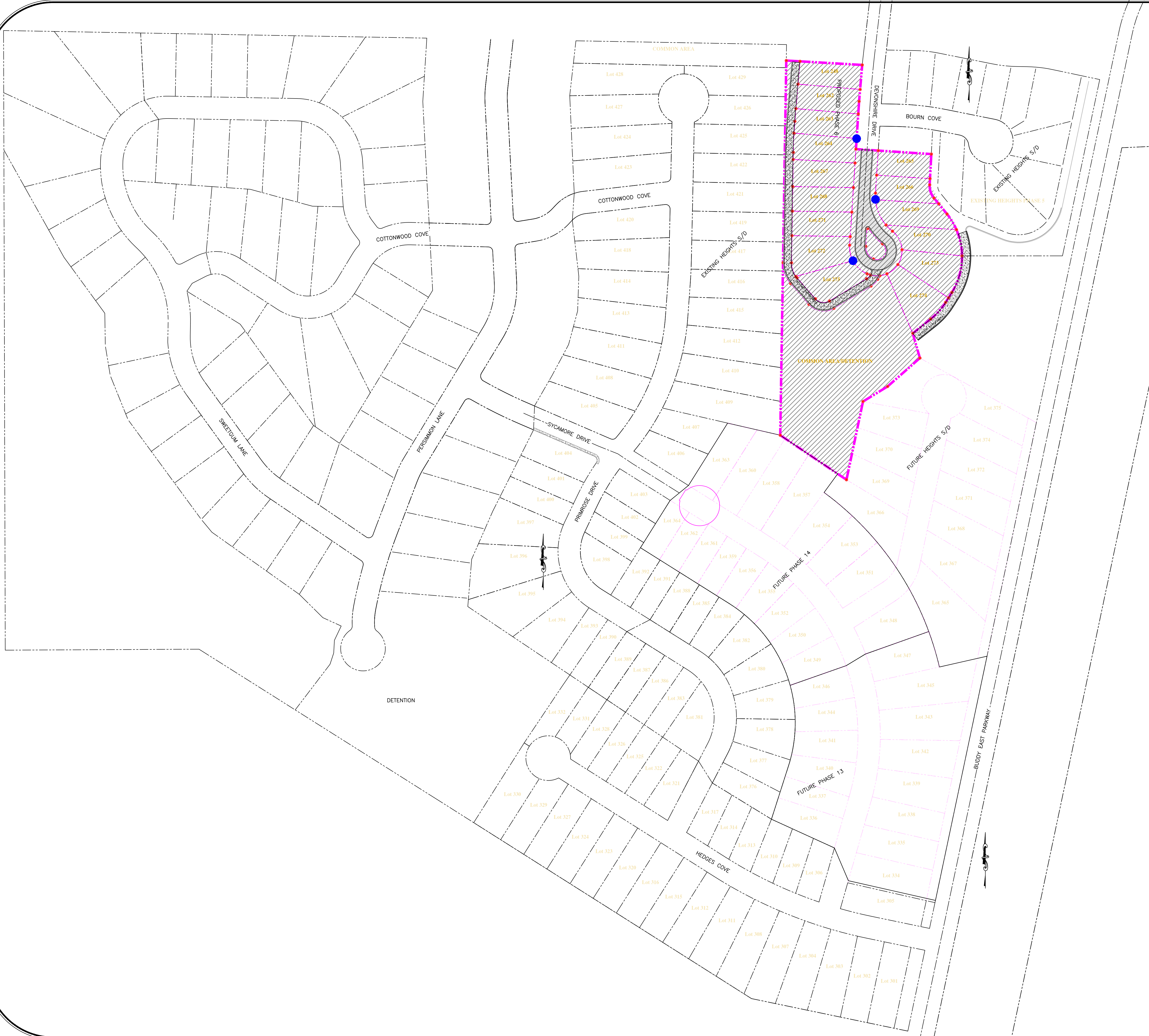
LIGHTING LAYOUT  
FOR  
THE HEIGHTS AT  
OXFORD COMMONS  
PHASE 6

|                                   |                     |
|-----------------------------------|---------------------|
| DRAWN BY:<br>J. ADAMS             | DATE:<br>09-24-2025 |
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- EXISTING SIDEWALK
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- EXISTING CONTOUR
- EXISTING INDEXING CONTOUR
- PROPOSED CONTOUR
- PROPOSED INDEXING CONTOUR
- EXISTING RETAINING WALL
- PROPOSED RETAINING WALL
- EXISTING SEWER LINE
- PROPOSED SEWER LINE
- PROPOSED SEWER SERVICE
- EXISTING WATER LINE
- PROPOSED WATER LINE
- PROPOSED WATER SERVICE
- EXISTING STORM DRAIN
- PROPOSED STORM DRAIN
- EXISTING SEWER MANHOLE
- PROPOSED SEWER MANHOLE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING STORM DRAIN INLET
- PROPOSED STORM DRAIN INLET



**Memorandum**

**To:** Mayor and Board of Alderman  
**From:** James Hirsch, Planner I  
**Date:** July 21, 2026  
**RE:** Request approval for Case #3372, Preliminary and Final Plat for 'Montecito Medical' requested by Montecito Medical Real Estate (Daniel Davis) for property located at 98 F.D. "Buddy" East Parkway (PPIN #40307)

---

The applicant seeks Preliminary and Final Plat approval for 'Montecito Medical'. The subject property consists of +/- 14.709 acres on the south side of MS Highway 6, part of a larger property bifurcated by F.D. "Buddy" East Parkway.

At its July 13, 2026 meeting, the Planning Commission unanimously recommended approval of the Preliminary and Final Plat with two conditions.

A Special Exception and two Variances related to this property were the subject of Case #3376, which was also unanimously approved by the Planning Commission.

**Recommendation:** Staff recommends approval of the Final Plat for 'Montecito Medical' with the following condition:

1. Approval of 'Montecito Medical' by the Mayor and Board of Aldermen (Planning).
2. Approval is for the plans as submitted (Planning).



**Case 3372**

**To:** Oxford Planning Commission  
**From:** Kate Kenwright, AICP; Planner II  
**Date:** July 13, 2026  
  
**Applicant:** Montecito Medical Real Estate (Daniel Davis)  
**Owner:** Same  
**Request:** Preliminary and Final Plat Approval  
**Location:** 98 F.D. Buddy East Parkway (PPIN #40307)  
**Zoning:** (TNB) Traditional Neighborhood Business

**Surrounding Zoning:**

**All:** (TNB) Traditional Neighborhood Business

**Planning Comments:**

The applicant seeks Preliminary and Final Plat approval for 'Montecito Medical'. The subject property is +/- 14.709 acres located at the intersection of MS Highway 6 and F.D. Buddy East Parkway. A Special Exception and two Variances related to this property are the subject of Case #3376 which is also before this Commission.

The TNB District does not have lot size minimum or maximum, and so the proposed plat is in accordance with the requirements of the zoning district.

**Engineering Comments:**

Engineering recommends approval of the preliminary and final plat.

**Staff Recommendation:** Staff recommends approval of the Preliminary and Final Plat for 'Montecito Medical' with the following conditions:

1. Approval of 'Montecito Medical' by the Mayor and Board of Aldermen (Planning).
2. Approval is for the plans as submitted (Planning).

Geotechnical Engineering  
Hydraulic Engineering  
Civil Engineering  
Surveying

1776 N. Lamar Ave.  
Oxford, MS 38655  
[oxford@pecorpms.com](mailto:oxford@pecorpms.com)



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May 18, 2026

Ben Requet  
City Planner  
107 Courthouse Square  
Oxford, MS 38566  
(662) 232-2305

Re: Preliminary and Final Plat  
Request: Plat Approval  
Montecito Medical

Dear Mr. Requet,

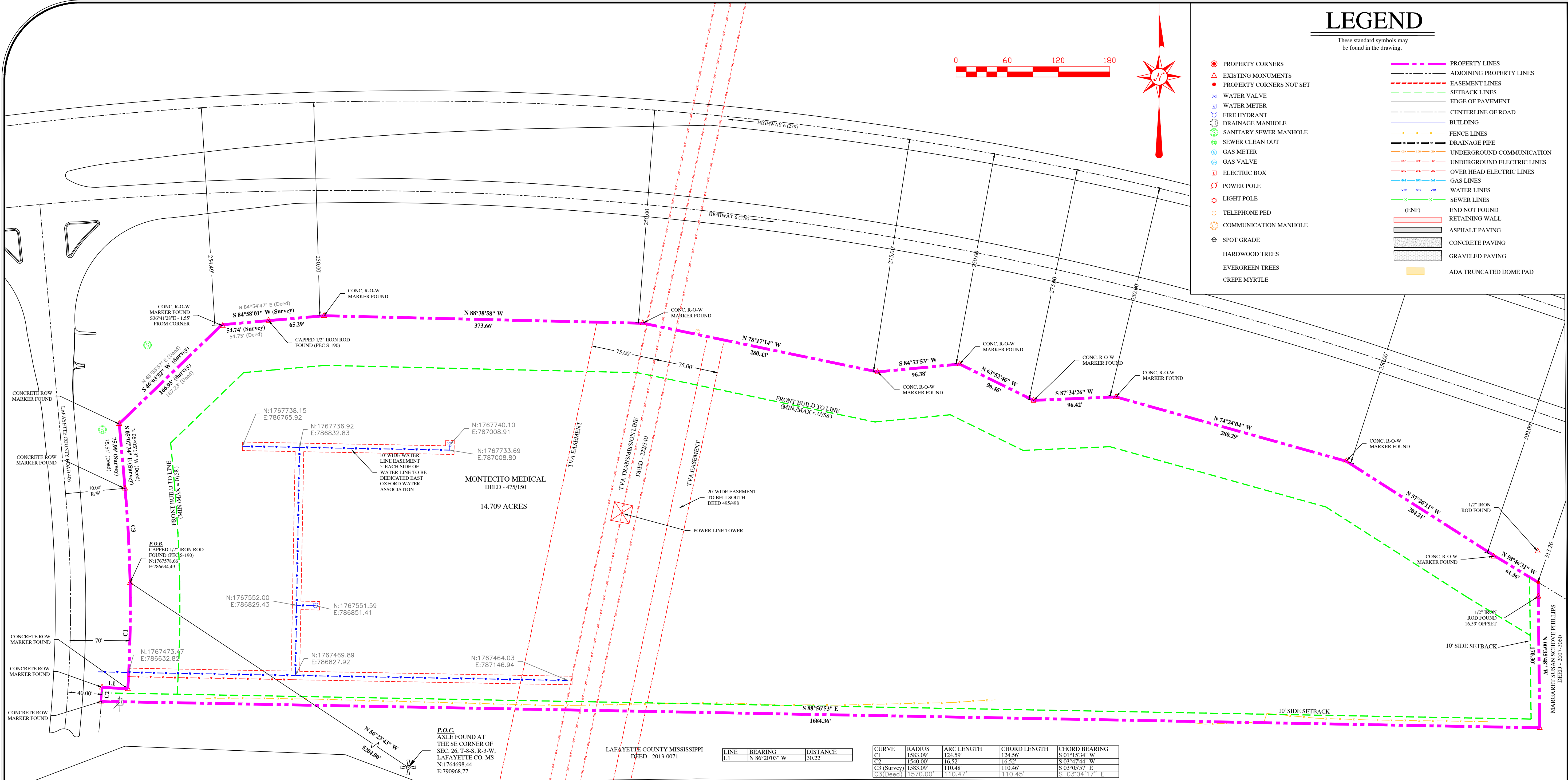
The requested approval is for the submittal of the Montecito Medical Subdivision at the intersection of MS Highway 6 and Buddy East Parkway. This is a one lot subdivision and will actually be combining PPIN 40307 and the portion of PPIN 9145 that lies east of Buddy East Parkway.

If you have any questions or comments, please feel free to contact me at our office.

Sincerely,

Jonathan E. Adams, PS  
Precision Engineering Corporation  
(662) 234-8539





CIVIL • CONSULTING • GEO

PEC

PRECISION ENGINEERING CORPORATION

EST. 1976

LAND SURVEYORS

PHONE: (662) 234-8539  
FAX: (662) 234-8639  
EMAIL: OXFORD@PECORPMS.COM  
WEB SITE: PECORPMS.COM  
ADDRESS: 1776 N. LAMAR  
OXFORD, MS 38655

REVISIONS:

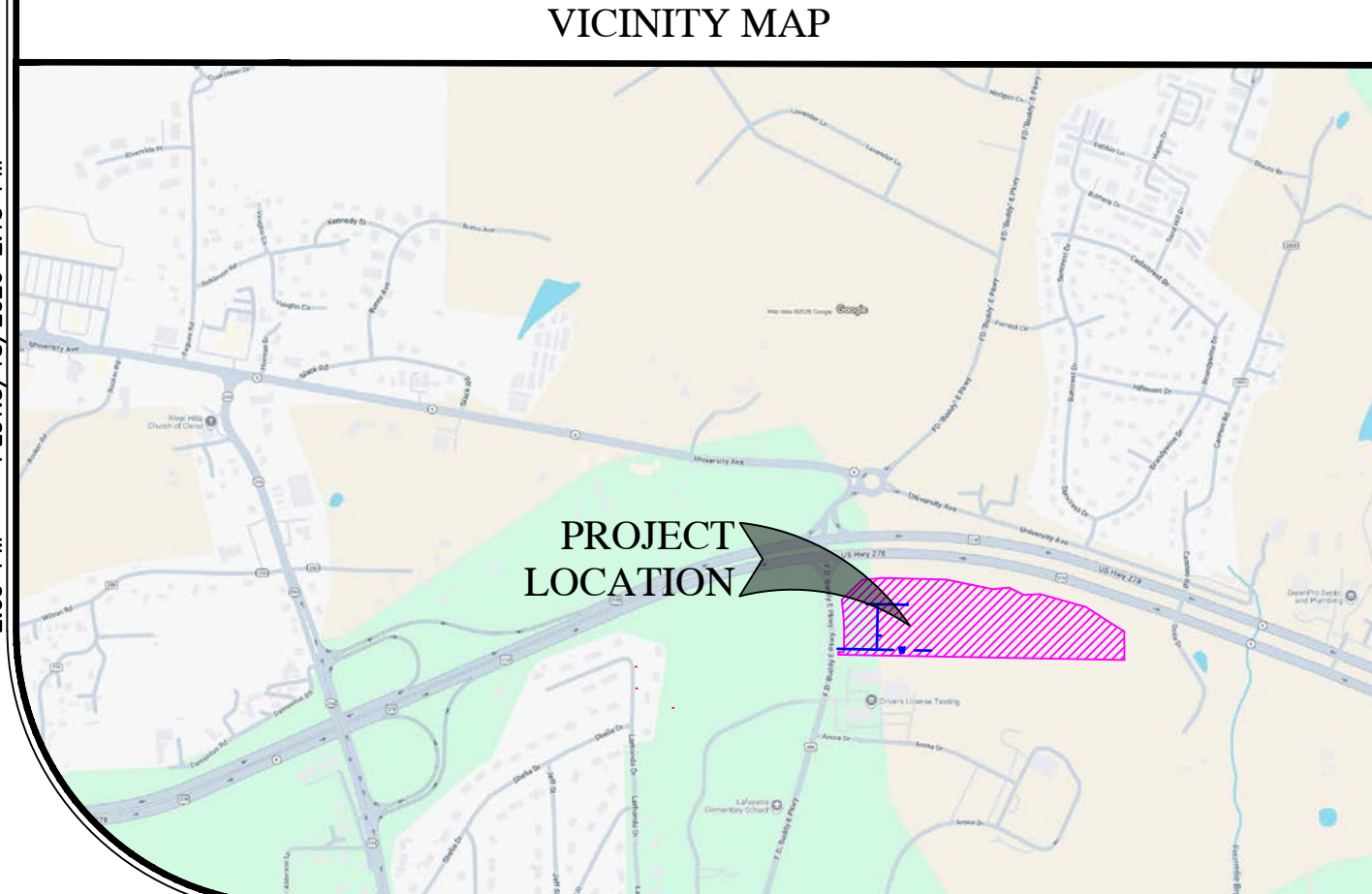
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| NO. | DATE | REVISIONS: | BY: |
| NO. | DATE | REVISIONS: | BY: |

FINAL PLAT OF SURVEY

FOR

MONTECITO MEDICAL

IN THE NW 1/4 OF THE SEC. 26, T-8-S, R-3-W,  
CITY OF OXFORD,  
LAFAYETTE COUNTY, MISSISSIPPI



~STORMWATER NOTES~

1) The City of Oxford does not own stormwater management facilities located outside of dedicated right-of-way and is not responsible for maintaining them. However, if the lot Owner does not maintain them, the City of Oxford may, at its sole discretion, maintain and repair them and add the cost of such a lien to the tax parcel affected.

2) Stormwater management facilities shall be maintained in perpetuity and cannot be developed for any other use unless the City of Oxford has approved such use.

~SURVEYOR'S CERTIFICATE~

I do hereby certify that this conforms to the minimum requirements as set forth by the state board for a class "B" survey and that all parts of this survey and drawing have been completed in accordance with the current requirements of The Standards of Practice for Surveying in the State of Mississippi to the best of my knowledge, information, and belief.

Jonathan E. Adams MS PS-2879 Date

~SURVEYED DESCRIPTION~

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° 21' 41") and a scale factor of 0.999992764 calculated at the Point Of Commencement.

A parcel of land located in the Northwest Quarter of Section 26, Township 8 South, Range 3 West, Lafayette County, Mississippi and containing 14.709 Acres. This property described in more detail as follows:

Commencing at an Axle found recognized as being the Southeast Corner of Section 26, Township 8 South, Range 3 West Lafayette County, Mississippi. Said point being further defined by Mississippi East State Plane Coordinates of N: 1764698.44 and E: 790968.77.

Run thence North 36 Degrees 23 Minutes 43 Seconds West a distance of 5204.00 feet to a 1/2" iron rod found on the eastern right-of-way line of Buddy East Parkway, said point being the POINT OF BEGINNING, and further defined by state plane coordinates of N: 1767578.66, and E: 786634.49.

From said Point of Beginning, run thence along a curve turning to the right having an arc length of 124.56 feet, a radius of 1583.88 feet, a chord bearing of South 01 Degrees 15 Minutes 34 Seconds West, and a chord length of 124.56 feet to a found right-of-way marker; Thence North 86 Degrees 20 Minutes 03 Seconds West continuing along said right of way line a distance of 29.91 feet to a found right-of-way marker; Thence continue along said right-of-way line, with a curve turning to the right having an arc length of 16.52 feet, a radius of 1540.00 feet, a chord bearing of South 03 Degrees 47 Minutes 44 Seconds West, and a chord length of 16.52 feet to a found right-of-way marker; Thence South 88 Degrees 56 Minutes 53 Seconds East, leaving said right-of-way line and along the grantor's southern boundary line a distance of 1684.36 feet to a found 1/2" iron pipe; Thence North 00 Degrees 35 Minutes 48 Seconds West along the grantor's eastern property line (passing through a 1/2" iron rod found at 153.73 feet) a distance of 170.30 feet to a point on the southern right-of-way line of Mississippi Highway No. 6 (278); Thence along said right-of-way line the following courses and distances: 1) North 58 Degrees 46 Minutes 31 Seconds West a distance of 61.36 feet to a found right-of-way marker; 2) North 57 Degrees 26 Minutes 11 Seconds West a distance of 204.21 feet to a found right-of-way marker; 3) North 74 Degrees 24 Minutes 04 Seconds West a distance of 280.29 feet to a found right-of-way marker; 4) South 87 Degrees 34 Minutes 26 Seconds West a distance of 96.42 feet to a found right-of-way marker; 5) North 63 Degrees 52 Minutes 46 Seconds West a distance of 96.46 feet to a found right-of-way marker; 6) South 84 Degrees 33 Minutes 53 Seconds West a distance of 96.38 feet to a found right-of-way marker; 7) North 78 Degrees 17 Minutes 14 Seconds West, leaving said right-of-way line, a distance of 280.43 feet to a found right-of-way marker; 8) North 88 Degrees 38 Minutes 58 Seconds West a distance of 373.66 feet to a found right-of-way marker; Thence South 84 Degrees 58 Minutes 01 Seconds West a distance of 65.29 feet to a found 1/2" iron rod; Thence South 84 Degrees 58 Minutes 01 Seconds West along said right-of-way line a distance of 54.74 feet to a 1/2" iron rod set; Thence South 46 Degrees 03 Minutes 52 Seconds West leaving said right-of-way line and along the eastern right-of-way line of Buddy East Parkway, a distance of 166.95 feet to a found right-of-way marker; Thence South 05 Degrees 07 Minutes 34 Seconds East continuing along said right-of-way line, a distance of 75.99 feet to a found right-of-way marker; Thence continue along said right of way, along a curve turning to the right, having an arc length of 110.48 feet, a radius of 1583.09 feet, a chord bearing of South 03 Degrees 08 Minutes 57 Seconds East, and a chord length of 110.46 feet back to the Point of Beginning.

~SURVEYORS 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 (-0° 21' 41") And a Scale Factor Of 0.999992764 Calculated At The Point Of Commencement.

3. Horizontal Datum based on NAD 83(2011) and Vertical Datum based on NAVD 88 as posted on below station

GCBC Real Time Network  
CORS - This is a GPS Continuously Operating Reference Station  
Designation - Oxford Cors ARP  
CORS ID - MS02C  
PID - DK6714  
Lat - 34° 21' 50.93047"  
Lon - 89° 31' 56.51638"

4. Date Of Field Survey: March 2026.

5. This Property is Zoned (TNB) Traditional Neighborhood Business District, Setbacks For This Zone Are As Follows: Front Build to Line (min,max) = 0/58' Side = 10, Rear = 25'

6. This survey is subject to any easements recorded or unrecorded, shown or not shown on this Plat.

7. Adjoining property owners shown hereon were obtained from Tri State Consulting Services Inc. as shown at the time of survey and may or may not be up to date.

8. This property is located in Zone "X" according to the Flood Insurance Rate Map No. 28071C0300C Community: Lafayette County, No.: 280093, Panel No.: 0300, Suffix: C, Dated 11/26/2010.

DRAWN BY:  
J. ADAMS, PS

CHECKED BY:  
J. ADAMS, PS

DRAWING NO.:  
26004

DATE:  
05/15/2026

SCALE:  
1"=60'

ALL ENGINEERING DRAWINGS ARE IN CONFIDENCE AND DISSEMINATION MAY NOT BE MADE WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER. ALL COMMON LAW RIGHTS OF COPYRIGHT AND OTHERWISE ARE HEREBY SPECIFICALLY RESERVED.

PAGE NO.:  
  
1.0



1 north as determined by GPS observations with a convergence of 1.47' 21  
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feet back to the Point of Beginning.

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

JR RIGBY, CHAIRMAN  
CITY OF OXFORD PLANNING COMMISSION

***~CITY ENGINEER'S CERTIFICATE~***

I CERTIFY THAT MONTECITO MEDICAL REAL ESTATE HAS COMPLIED WITH ONE OF THE  
FOLLOWING ALTERNATIVES FOR THE MONTECITO MEDICAL SUBDIVISION.  
:

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, OR CERTIFIED CHECK HAS BEN POSTED BY THE SUB-DIVIDER WHICH IS AVAILABLE  
TO THE CITY IN A SUFFICIENT AMOUNT TO ENSURE COMPLETION OF ALL REQUIRED  
IMPROVEMENTS,

AS OF THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

JOHN CRAWLEY, PE  
CITY ENGINEER, CITY OF OXFORD

***~CITY OF OXFORD~  
~COUNTY OF LAFAYETTE~  
~STATE OF MISSISSIPPI~***

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

ROBYN TANNEHILL  
MAYOR, CITY OF OXFORD

TRACT OF LAND HEREIN DESCRIBED, CERTIFY THAT WE DID CAUSE SAID LAND TO BE SUBDI  
AND PLATTED, AS SHOWN ON THE ATTACHED PLAT FOR MONTECITO MEDICAL SUBDIVISION. L  
EASEMENTS SHOWN ON SAID PLAT ARE HEREBY DEDICATED TO THE PUBLIC AND/OR PRIVATE  
UTILITY COMPANIES WHICH SERVE THIS SUBDIVISION. SUCH SUBDIVISION AND DEDICATION IS  
OWNER'S OWN ACT AND DEED OF THEIR OWN FREE WILL.

WITNESS MY HAND AND SIGNATURE

***~ACKNOWLEDGEMENT~  
~COUNTY OF LAFAYETTE~  
~STATE OF MISSISSIPPI~***

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUN  
AND STATE, DANIEL DAVIS, WHO ACKNOWLEDGED THAT HE/SHE AS MANAGER OF MONTECIT  
MEDICAL REAL ESTATE, AND AS ITS ACT AND DEED HE/SHE SIGNED, EXECUTED AND DELIVER  
THE ABOVE AND FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, THIS THE \_\_\_\_ OF \_\_\_\_  
20\_\_\_\_.

DANIEL DAVIS, MANAGER  
MONTECITO MEDICAL REAL ESTATE

NOTARY PUBLIC

***~COUNTY OF LAFAYETTE~  
~STATE OF MISSISSIPPI~***

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

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

MIKE ROBERTS,  
CHANCERY CLERK

***ERTIFICATE~***

EDICAL, IN LAFAYETTE COUNTY, MISSISSIPPI,  
SUBDIVISION AND THAT I SIGNED AND

\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

***ERTIFICATE~***

FORMANCE WITH THE DESIGN REQUIREMENTS OF  
TIONS IMPOSED ON THIS DEVELOPMENT, AND  
ATE, AND LOCAL LAWS AND REGULATIONS.

\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

***~RESTRICTIVE COVENANTS~***

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



THE CITY OF  
OXFORD

# MEMORANDUM

---

**To:** Board of Aldermen  
**From:** Mark Levy  
**CC:** Hollis Green, Chief Operating Officer; Garrett Black, Assistant Project Manager; Seth Gaines, Oxford Park Commission Director  
**Date:** July 21, 2026  
**Re:** Permission to advertise for bids for a roof coating at the old activity center

---

Staff requests permission to advertise for bids for the repair of the roof at the Oxford Activity Center. The roof has been repaired several times over the years but continues to leak during rain events. A recent inspection by a roofing contractor determined that the existing roof consists of two layers of metal roofing panels and cannot support the installation of a new roof system without first removing the upper layer.

Based on the contractor's evaluation, staff recommends the installation of a 20-year GAF High Solids (HS) Silicone Roof System. This system will provide a watertight roof without adding significant weight to the existing structure and can be applied directly to the remaining lower metal roof panels. The project will include the removal of the upper layer of metal roofing panels followed by the application of the silicone roof coating to the lower roof, creating a durable, long-term waterproof membrane.

This project is a budgeted item for the current fiscal year. Pending Board approval, staff will advertise for bids promptly and return to the Board with a recommendation for award at a future meeting.





THE CITY OF  
OXFORD

# MEMORANDUM

---

**To:** Board of Aldermen  
**From:** Mark Levy  
**CC:** Hollis Green, Chief Operating Officer; Garrett Black, Assistant Project Manager  
**Date:** July 21, 2026  
**Re:** Consider Change Order No. 1 from RKA Construction for the Development Services Annex Building renovation

---

Staff requests approval of Change Order No. 1 for the renovation of the front office at the Oxford Activity Center. This change order is an owner-requested item to complete renovations in an area that was not included in the original scope of work.

During construction, staff re-evaluated the building layout and determined that the existing front room, which had previously been used only for storage, could be better utilized as office space. The original plan was to use the upstairs room as an office; however, the lack of ADA accessibility and limited natural lighting made that space less suitable for daily occupancy.

The proposed change order will relocate file storage to the upstairs room and renovate the existing front office with new finishes, creating a functional, ADA-accessible workspace. The result will be an increase in usable office space and a fully renovated building, as this was the only room not included in the original renovation project.



# MEMORANDUM

---

**To:** Mayor, Robyn Tannehill, & Board of Aldermen

**From:** John Crawley, City Engineer, P.E., City Engineer

**CC:** Hollis Green, COO

**Date:** July 21, 2026

**Re:** Request Permission to Advertise for 2026-2027 Material Bids

---

Engineering requests permission to advertise for the 2026-2027 material supplier bids for the Street, Water/Sewer Departments, and other city departments.

The bids should be accepted in September and presented to the Board of Aldermen prior to the beginning of the new fiscal year on October 1<sup>st</sup>, 2026.



# MEMORANDUM

---

**To:** Robyn Tannehill, Mayor, & Board of Aldermen

**From:** John Crawley, P.E., City Engineer

**CC:** Hollis Green, COO

**Date:** July 21, 2026

**Re:** Request Permission to Advertise for Bids  
Oxford Square Crosswalk Lighting – In Pavement

---

Engineering requests permission to advertise for bids for the above-captioned project. The project aims to install in-pavement, actuated lighting at crosswalks around the square.



# MEMORANDUM

---

**To:** Robyn Tannehill, Mayor, & Board of Aldermen

**From:** John Crawley, P.E., City Engineer

**CC:** Hollis Green, COO / Johnathan Mizell, CBO

**Date:** July 21, 2026

**Re:** Request Permission for Extended Work Hours for Concrete Pours,  
ICM Construction at Bramlett Elementary School

---

ICM Construction, general contractor for the above-captioned project, has requested permission to begin a concrete pour at midnight on one of three dates: August 5th, August 6th or August 7th, with weather being the determining factor. This permission is requested to allow work to be done prior to morning drop off at the school.

Engineering has no objections to this request.

See attached.

**From:** [Chase Sims](#)  
**To:** [John Crawley](#)  
**Cc:** [Allison Ferris](#); [Tyler Pirtle](#)  
**Subject:** Extended work hours request - Bramlett Elementary addition  
**Date:** Tuesday, July 7, 2026 1:56:16 PM  
**Attachments:** [image001.png](#)

---

Mr. Crawley,

Good afternoon. I would like to request approval for extended work hours for a concrete pour at Bramlett Elementary (225 Bramlett Blvd). The proposed days for the request are August 5<sup>th</sup>, 6<sup>th</sup> & 7<sup>th</sup>. We would just work on one of these days but need a few day buffer to make sure the specific day will work. We are wanting to begin pouring around midnight, so that we can have all concrete placed prior to school dropoff traffic the next morning.

I appreciate your consideration.

Please let me know if you need any additional information.

Thank you,

Chase Sims



p: 662.715.2606 | c: 601.954.0115

e: [csims@icm.construction](mailto:csims@icm.construction) | w:[www.icm.construction](http://www.icm.construction)

Twitter: [@ICM\\_LLC](#) | Instagram: [@ICM\\_LLC](#) | LinkedIn: [Innovative Construction Management, LLC](#)





# MEMORANDUM

---

**To:** Robyn Tannehill, Mayor, & Board of Aldermen

**From:** John Crawley, P.E., City Engineer

**CC:** Hollis Green, COO / Johnathan Mizell, CBO

**Date:** July 21, 2026

**Re:** Request Permission for Early Concrete Pours,  
Oxford Station Project, Oxford Way

---

Landmark Construction, general contractor for the above-captioned project, has requested permission to begin concrete pours prior to 7:00 A.M. beginning Friday, July 24<sup>th</sup> and continuing through October 2026.

Engineering has no objections to this request conditioned upon no complaints from surrounding properties.

See attached.

**From:** [Erik Aills](#)  
**To:** [John Crawley](#)  
**Cc:** [Corbett Glick](#); [Alex Wood](#); [Pablo Flores](#)  
**Subject:** Re: Station at Oxford - Pouring Schedule  
**Date:** Tuesday, July 14, 2026 2:27:47 PM  
**Attachments:** [Concrete Pour Prelim Schedule.xlsx](#)

---

John,

Please find the attached concrete pour schedule for the Station at Oxford project.

We anticipate pouring approximately three (3) building slabs per week beginning July 24, 2026, and continuing through the end of October. Due to the dynamic nature of construction scheduling, it is difficult to identify the exact days each pour will occur in advance. Therefore, we are requesting approval for concrete pours to begin at 5:00 AM on weekdays (Monday through Friday) during this period.

While we only expect to utilize early morning pours on approximately three days per week, maintaining flexibility throughout the workweek is necessary to accommodate weather conditions, inspections, subcontractor coordination, and other schedule adjustments that may impact the planned sequence of work.

Please let us know if this request is acceptable for Board review or if any additional information is needed. We appreciate your consideration and look forward to your response.

**Erik Aills | Project Engineer**  
**Landmark Construction, LLC.**  
315 Oconee Street  
Athens, Ga | 30601  
P: 832.318.9522  
[erik.aills@landmarkproperties.com](mailto:erik.aills@landmarkproperties.com)  
[www.Landmarkproperties.com](http://www.Landmarkproperties.com)

---

**From:** John Crawley <[john@oxfordms.net](mailto:john@oxfordms.net)>  
**Sent:** Tuesday, July 14, 2026 1:03 PM  
**To:** Erik Aills <[Erik.Aills@landmarkproperties.com](mailto:Erik.Aills@landmarkproperties.com)>  
**Cc:** Corbett Glick <[Corbett.Glick@LandmarkProperties.com](mailto:Corbett.Glick@LandmarkProperties.com)>  
**Subject:** RE: Station at Oxford - Pouring Schedule

**EXTERNAL**

Erik, we would need to present your request to the BOA. Their next meeting is next Tuesday,  
st

the 21 . if you want to get it on that meeting, get me an email request with dates and alternate dates by tomorrow afternoon.

john

---

**From:** Erik Aills <Erik.Aills@landmarkproperties.com>  
**Sent:** Tuesday, July 14, 2026 11:52 AM  
**To:** John Crawley <john@oxfordms.net>  
**Cc:** Corbett Glick <Corbett.Glick@LandmarkProperties.com>  
**Subject:** Station at Oxford - Pouring Schedule

Good afternoon, John,

During our Preconstruction meeting with the city Johnathon mentioned getting with you for concrete pours that occur before 6am. Can you tell us exactly what is needed to present to the board for approval and when the next meeting is.

Thanks,

**Erik Aills- Project Engineer**

**Landmark Construction, LLC**

P: 832.318.9522

[www.Landmark-Properties.com](http://www.Landmark-Properties.com)  
[erik.aills@LandmarkProperties.com](mailto:erik.aills@LandmarkProperties.com)

Atlanta Office

3715 Northside Pkwy NW Bldg. 300, Suite 400

Atlanta, GA 30327

Corp. Office

315 Oconee Street

Athens, GA 30601

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[This email was sent from an EXTERNAL SOURCE. Please verify the sender before opening attachments or clicking links]



# MEMORANDUM

---

**To:** Robyn Tannehill, Mayor, & Board of Aldermen

**From:** John Crawley, P.E., City Engineer

**CC:** Hollis Green, COO / Rob Neely, P.E., General Manager, Oxford Utilities

**Date:** July 21, 2026

**Re:** Request From Oak Hill Development, CR 101, Water Service

---

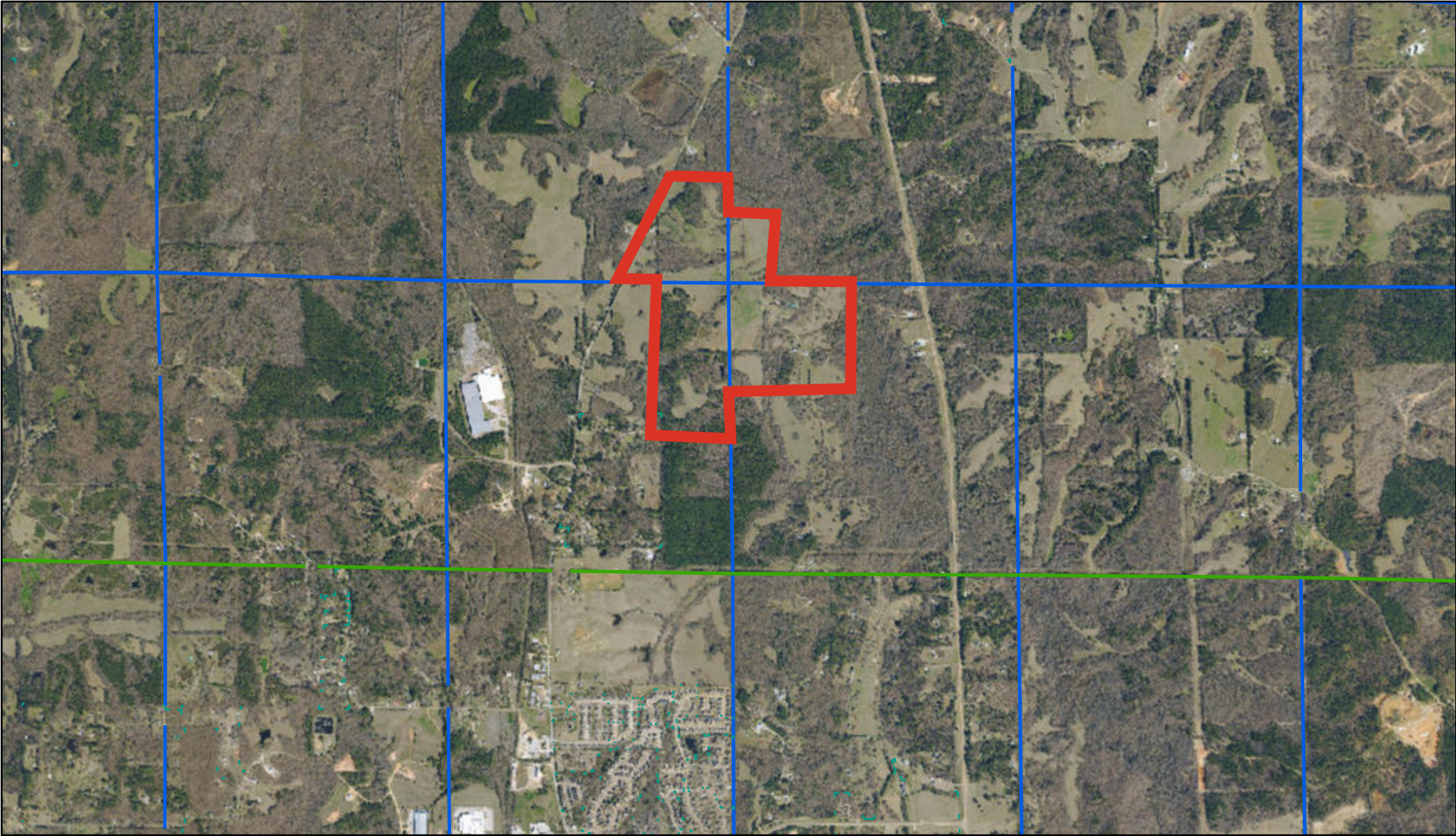
Engineering has received a request from the owner of the property along CR 101, which is outside of the city limits, for an extension of water service to serve a proposed development.

Please see the attached map and request from the engineer of record, Precision Engineering.

The city has an existing water main in the area that would need to be extended, at the owners expense, to serve this property.

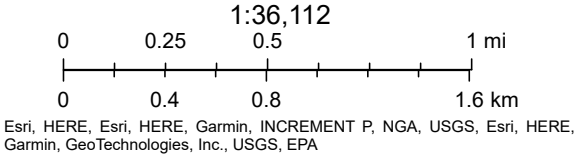


# Oak Hill Development



7/15/2026, 11:20:05 AM

World\_Street\_Map    SUBD\_TIC\_LN  
TWPRNG\_Line    SectionLine



**From:** [Paul Koshenina](#)  
**To:** [John Crawley](#)  
**Cc:** [Rivers Spencer](#); [wdrinkwater@brunini.com](mailto:wdrinkwater@brunini.com); [Caitlin Buckner](#); [luke buckner](#)  
**Subject:** Oak Hill Development - CR101 - Request for city water service  
**Date:** Tuesday, July 14, 2026 12:21:38 PM  
**Attachments:** [6.24.26 SITE PLAN edited.pdf](#)

---

John,

Thank you for meeting with us last week. As discussed, we are requesting water service from The City of Oxford to provide domestic water and fire protection for this development. The attached master plan shows our current concept. This is still preliminary, but we do not anticipate any significant changes.

My understanding is that the end of the city's existing 12" water main is close to the residence located at 613 CR 101 which is approximately 3,500 feet south of the proposed connection point for our development. The attached site concept shows our approximate tie in point circled in red.

Our proposed connection point at the development has the following location/elevation:

- Lat: 34.3049 N
- Long: -89.4716
- Elevation ~ 345

Our preliminary estimates for peak water demand are dictated by fire flows for the proposed Inn and Barn as shown on the site concept. Based on these uses, the fire flow needed would be 1,000 gpm @20 psi min for 2 hrs.

Peak domestic demand is estimated to be in the range of 200 gpm @ 40-60 psi.

Please let me know if this information is sufficient for you to provide to your hydraulic engineer and to make the formal request to the Board of Aldermen.

We are requesting to be heard at the July 21<sup>st</sup> Board of Aldermen meeting if possible.

Thanks as always for your help!

**Paul Koshenina, P.E.**

Principal Engineer

Director of Civil Engineering

**Precision Engineering Corporation**

1776 N. Lamar Blvd.

Oxford, MS 38655

662-234-8539 (O)

662-234-8639 (F)

662-816-4123 (M)





# MEMORANDUM

---

**To: Mayor, Robyn Tannehill, & Board of Aldermen**

**From: John Crawley, P.E., City Engineer**

**CC: Hollis Green, COO**

**Date: July 21, 2026**

**Re: Modification Request to the Mississippi Municipality & County Water Infrastructure (MCWI) Grant Program**

---

Engineering requests permission to submit a modification request to the Mississippi Municipality & County Water Infrastructure (MCWI) Grant Program to adjust the project budgets for Project 107-2-DW-5.15 and Project 246-2-CW-5.5.

The MCWI grant program is approaching the end. Project 107-2-DW-5.15 that covered the utility relocations along Highway 7, the construction of Whirlpool Well No. 3, and the construction of mTrade Wells Nos. 1 and 2 will have approximately \$86,551.00 in grant funds remaining after the current contracts are completed. Project 246-2-CW-5.5 covered the North Lamar Boulevard sewer project that was recently completed. The contract for this project exceeded the grant funding by \$223,348.63.

The modification request will transfer \$80,482.49 from Project 107-2-DW-5.15 to Project 246-2-CW-5.5. The transfer of these funds will allow the City of Oxford to be reimbursed for the final two pay apps for Project 246-2-CW-5.5. Without the transfer all remaining grant funds in Project 107-2-DW-5.15 will be swept away.

### Request to Modify MCWI Application or Sub-Award Agreement

This form should be used when the Subrecipient determines that a modification to their MCWI Grant Application or executed Sub-Award Agreement is needed. The common reasons that modifications are requested are: (1) Project Name; (2) Scope of Work; (3) Project Schedule; (4) Project Budget; and/or (5) Plans and Specifications.

#### GENERAL INFORMATION:

Applicant/Subrecipient Name:

Application ID/Sub-Award ID:

Date of Request:

Responsible Official<sup>1</sup>:

#### MODIFICATION TYPES:

##### (1) PROJECT NAME

Modification Needed? Yes ☐ No ☒

If yes, provide a short project name that captures the nature of the proposed project:

##### (2) SCOPE OF WORK

Modification Needed? Yes ☐ No ☒

If yes, what is the primary purpose of the proposed Project (choose one):

Drinking Water ☐ Addition to Scope ☐  
Stormwater ☐ Reduction of Scope ☐  
Wastewater ☐

If a modified Scope of Work is needed, please provide a detailed Scope of Work for the proposed project. This should include a brief explanation as to why the proposed project is a "Necessary Investment". Attach additional pages if necessary.

<sup>1</sup> For counties, this should be the President of the Board of Supervisors. For municipalities, this should be the Mayor. For utility authorities, this should be a corporate officer.



### (3) PROJECT SCHEDULE

Modification Needed? Yes ☐ No ☒

If yes, provide the actual start date (if task has begun) or anticipated start date (if task has not yet started) for the following:

Actual/Anticipated Start Date:

Complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals:

Advertise for Bids:

Receive Bids:

Execute Bids:

\*(Per Article 10 of Grant Agreement: All reasonable measures shall be taken to obligate funds by 8/30/2024)\*

Construction Start:

Closeout/Final Documentation:

\*(Per Attachment A of Sub-Award Agreement: Closeout/Final Documentation shall be no later than 9/30/2026, unless an extension of this date is specifically authorized by MDEQ)\*

#### (4) PROJECT BUDGET

Modification Needed? Yes ☒ No ☐

MCWI Grant Funds can be reallocated to another active grant agreement held by the Subrecipient.

NOTE: The total MCWI Grant Funds allocated to the Subrecipient cannot increase.

Please provide the Current Approved Budget and provide the Proposed Revised Budget below.

| Current Approved Budget |                  |
|-------------------------|------------------|
| MCWI                    | \$ 5,325,760.02  |
| LFRF                    | \$ 5,325,760.02  |
| Transfer LFRF           | \$ 0.00          |
| Other Funds             | \$ 1,409,501.16  |
|                         |                  |
| Total                   | \$ 12,061,021.20 |

| Proposed Revised Budget |                  |
|-------------------------|------------------|
| MCWI                    | \$ 5,245,277.53  |
| LFRF                    | \$ 5,245,277.53  |
| Transfer LFRF           | \$ 0.00          |
| Other Funds             | \$ 1,409,501.16  |
|                         |                  |
| Total                   | \$ 11,900,056.22 |

If Proposed Revised Budget MCWI Funds are decreasing, please provide the Grant Agreement Number the funds are being reallocated, or indicate the if the funds are being returned to the MCWI Program. If Proposed Revised Budget MCWI Funds are increasing, please provide the Grant Agreement Number the funds are being reallocated.

246-2-CW-5.5

Amount(s):

\$ 80,482.49

#### (5) PLANS AND SPECIFICATIONS

Modification Needed? Yes ☐ No ☒

If yes, provide a copy of the plans and specifications for the proposed project. If applicable, provide a copy of the revised proposed project map.

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**RESOLUTION AND CERTIFICATION**

I certify that the information provided in this document is true and correct and that I, as the Responsible Official, am authorized to request this modification. I also acknowledge that approval of this request is at the discretion of the MDEQ Executive Director and if approved this request shall be considered as a modification to the Applicant's MCWI Application. I further acknowledge that this request does not modify any executed Sub-Award Agreement and that my Sub-Award Agreement is not modified until it has been executed by both me and the MDEQ Executive Director.

**RESPONSIBLE OFFICIAL<sup>2</sup>:** \_\_\_\_\_

**TITLE:** Mayor

**DATE:** 7/22/2026

Please email this Modification Request Form to [mcwisubrecipient@horne.com](mailto:mcwisubrecipient@horne.com).

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<sup>2</sup> For counties, this should be the President of the Board of Supervisors. For municipalities, this should be the Mayor. For utility authorities, this should be a corporate officer.

### Request to Modify MCWI Application or Sub-Award Agreement

This form should be used when the Subrecipient determines that a modification to their MCWI Grant Application or executed Sub-Award Agreement is needed. The common reasons that modifications are requested are: (1) Project Name; (2) Scope of Work; (3) Project Schedule; (4) Project Budget; and/or (5) Plans and Specifications.

#### GENERAL INFORMATION:

Applicant/Subrecipient Name:

Application ID/Sub-Award ID:

Date of Request:

Responsible Official<sup>1</sup>:

#### MODIFICATION TYPES:

##### (1) PROJECT NAME

Modification Needed? Yes ☐ No ☒

If yes, provide a short project name that captures the nature of the proposed project:

##### (2) SCOPE OF WORK

Modification Needed? Yes ☐ No ☒

If yes, what is the primary purpose of the proposed Project (choose one):

Drinking Water ☐ Addition to Scope ☐  
Stormwater ☐ Reduction of Scope ☐  
Wastewater ☐

If a modified Scope of Work is needed, please provide a detailed Scope of Work for the proposed project. This should include a brief explanation as to why the proposed project is a "Necessary Investment". Attach additional pages if necessary.

<sup>1</sup> For counties, this should be the President of the Board of Supervisors. For municipalities, this should be the Mayor. For utility authorities, this should be a corporate officer.

### (3) PROJECT SCHEDULE

Modification Needed? Yes ☐ No ☒

If yes, provide the actual start date (if task has begun) or anticipated start date (if task has not yet started) for the following:

Actual/Anticipated Start Date:

Complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals:

Advertise for Bids:

Receive Bids:

Execute Bids:

\*(Per Article 10 of Grant Agreement: All reasonable measures shall be taken to obligate funds by 8/30/2024)\*

Construction Start:

Closeout/Final Documentation:

\*(Per Attachment A of Sub-Award Agreement: Closeout/Final Documentation shall be no later than 9/30/2026, unless an extension of this date is specifically authorized by MDEQ)\*



**(4) PROJECT BUDGET**

Modification Needed? Yes ☒ No ☐

MCWI Grant Funds can be reallocated to another active grant agreement held by the Subrecipient.

NOTE: The total MCWI Grant Funds allocated to the Subrecipient cannot increase.

Please provide the Current Approved Budget and provide the Proposed Revised Budget below.

| Current Approved Budget |                 |
|-------------------------|-----------------|
| MCWI                    | \$ 689,860.00   |
| LFRF                    | \$ 689,860.00   |
| Transfer LFRF           | \$ 0.00         |
| Other Funds             | \$ 380,000.00   |
|                         |                 |
| Total                   | \$ 1,759,720.00 |

| Proposed Revised Budget |                 |
|-------------------------|-----------------|
| MCWI                    | \$ 770,342.49   |
| LFRF                    | \$ 770,342.49   |
| Transfer LFRF           | \$ 0.00         |
| Other Funds             | \$ 380,000.00   |
|                         |                 |
| Total                   | \$ 1,920,684.98 |

If Proposed Revised Budget MCWI Funds are decreasing, please provide the Grant Agreement Number the funds are being reallocated, or indicate the if the funds are being returned to the MCWI Program. If Proposed Revised Budget MCWI Funds are increasing, please provide the Grant Agreement Number the funds are being reallocated.

107-2-DW-5.15

Amount(s):

\$ 80,482.49

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**(5) PLANS AND SPECIFICATIONS**

Modification Needed? Yes ☐ No ☒

If yes, provide a copy of the plans and specifications for the proposed project. If applicable, provide a copy of the revised proposed project map.

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**RESOLUTION AND CERTIFICATION**

I certify that the information provided in this document is true and correct and that I, as the Responsible Official, am authorized to request this modification. I also acknowledge that approval of this request is at the discretion of the MDEQ Executive Director and if approved this request shall be considered as a modification to the Applicant's MCWI Application. I further acknowledge that this request does not modify any executed Sub-Award Agreement and that my Sub-Award Agreement is not modified until it has been executed by both me and the MDEQ Executive Director.

**RESPONSIBLE OFFICIAL<sup>2</sup>:** \_\_\_\_\_

**TITLE:** Mayor

**DATE:**

|           |
|-----------|
| 7/22/2026 |
|-----------|

Please email this Modification Request Form to [mcwisubrecipient@horne.com](mailto:mcwisubrecipient@horne.com).

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<sup>2</sup> For counties, this should be the President of the Board of Supervisors. For municipalities, this should be the Mayor. For utility authorities, this should be a corporate officer.

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## MCWI Modification Requests

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**From** Steve Brunton <sbrunton@oxfordms.net>

**Date** Wed 7/15/2026 2:24 PM

**To** John Crawley <john@oxfordms.net>; Allison Ferris <allison@oxfordms.net>

 2 attachments (3 MB)

Modification Request 246 Reallocation 7-26.pdf; Modification Request 107 Reallocation 7-26.pdf;

I have attached two PDF modification requests for MCWI Projects 107 and 246. These modification requests need to be added to the Board of Aldermen agenda for next Tuesday. The modification will move \$80,482.49 from the 107 project to the 246 project. This transfer will cover the final two pay apps for the 246 project, which would otherwise be lost if they remained in the 107 project.



**Steve Brunton, PE PLS**  
*Hydrologic Engineer*

**DEVELOPMENT SERVICES  
ENGINEERING**

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**Address:** 715 Molly Barr Road  
Oxford, MS 38655  
**Office:** (662) 232-2306 – Ext. 1116  
**Email:** [sbrunton@oxfordms.net](mailto:sbrunton@oxfordms.net)  
**Website:** [oxfordms.net](http://oxfordms.net)



# MEMORANDUM

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**To:** Mayor, Robyn Tannehill, & Board of Aldermen

**From:** John Crawley, City Engineer, P.E., City Engineer

**CC:** Hollis Green, COO, Rob Neely, P.E., General Manager, Oxford Utilities

**Date:** July 21, 2026

**Re:** Request to Accept Low Bid of Donald Smith Company, Inc.,  
MTrade Wells No. 3 and No. 4 Project

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Sealed bids were opened and read aloud on Thursday, July 16th, 2026 for the above-captioned project.

The low bidder is **Donald Smith Company, Inc.** of Oxford, MS, in the amount of **\$1,135,500.00**

**Engineering recommends award of the low bid. A copy of the certified bid tabulation is attached hereto.**

City of Oxford  
107 Courthouse Square  
Oxford, MS 38655  
July 16, 2026 - 11:00 A.M.

**BID TABULATION**  
**CITY OF OXFORD**  
**MTRADE WELL NOS. 3 & 4**

| BASE BID                     |                                          | Engineering Estimate | Donald Smith<br>Company, Inc.<br>Headland, AL<br>Cert. No. 14810-MC | National Water<br>Services, LLC<br>Lawrenceburg, TN<br>Cert. No. 22154-MC | Double S, Inc.<br>Grenada, MS<br>Cert. No. 12020-MC | Thompson Brothers<br>Drilling, Inc.<br>Laurel, MS<br>Cert. No. 21005-SC |
|------------------------------|------------------------------------------|----------------------|---------------------------------------------------------------------|---------------------------------------------------------------------------|-----------------------------------------------------|-------------------------------------------------------------------------|
| Item No.                     | Lump Sum Item Description                |                      | Lump Sum Bid Amount                                                 | Lump Sum Bid Amount                                                       | Lump Sum Bid Amount                                 | Lump Sum Bid Amount                                                     |
| 1                            | Mobilization                             | \$100,000.00         | \$100,000.00                                                        | \$118,500.00                                                              | \$175,000.00                                        | \$20,700.00                                                             |
| 2                            | Access Drive                             | \$100,000.00         | \$70,000.00                                                         | \$71,250.00                                                               | \$50,000.00                                         | \$170,402.00                                                            |
| 3                            | New Water Supply Well No. 3 - 135' Depth | 600,000.00           | 483,000.00                                                          | 544,583.00                                                                | 622,500.00                                          | 826,089.00                                                              |
| 4                            | New Water Supply Well No. 4 - 135' Depth | 600,000.00           | 482,500.00                                                          | 544,583.00                                                                | 622,500.00                                          | 783,617.00                                                              |
| <b>TOTAL BASE BID AMOUNT</b> |                                          | \$1,400,000.00       | <b>\$1,135,500.00</b>                                               | \$1,278,916.00                                                            | \$1,470,000.00                                      | \$1,800,808.00                                                          |

UNIT PRICE BID ITEMS (For Final Price Adjustment of Designated Base Bid Items)  
(Add or deduct amount per vertical foot of listed item)

| Item No. | Unit Price Item Description    | Unit |          | Bid Unit Price | Bid Unit Price | Bid Unit Price | Bid Unit Price |
|----------|--------------------------------|------|----------|----------------|----------------|----------------|----------------|
| 1        | New Water Supply Well - Depth  | V.F. | \$100.00 | \$200.00       | \$950.00       | \$150.00       | \$200.00       |
| 2        | Supply Well - 16" Screen       | V.F. | 250.00   | 150.00         | 168.00         | 175.00         | 750.00         |
| 3        | Supply Well - 16" Inner Casing | V.F. | 300.00   | 200.00         | 265.00         | 200.00         | 430.00         |

This is certified to be a true and correct tabulation of bids received:

 7-16-2026  
David G. Daniels, PE  
Project Engineer



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## Bid Tabulation mTrade Wells 3 & 4

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**From** ddaniels@danielsassociates.com <ddaniels@danielsassociates.com>

**Date** Thu 7/16/2026 12:41 PM

**To** Norman Nichols <nichols@oxfordms.net>

**Cc** John Crawley <john@oxfordms.net>; Rob Neely <rneely@oxfordms.net>; Allison Ferris <allison@oxfordms.net>; Leslie McCormick <leslie@oxfordms.net>

 1 attachment (967 KB)

bid tab Oxford mTrade Wells 3 & 4.pdf;

Norman,

Attached is the bid tabulation from today's bid opening for mTrade Wells 3 & 4. I recommend award to the low bidder, Donald Smith Company, Inc., for the base bid amount of \$1,135,500.00. The low bid amount is \$264,500.00 below my engineering estimate, or 19% less.

David Daniels, PE

[Daniels & Associates, Inc.](#)

720 North Lamar Boulevard, Unit 4

Oxford MS 38655

662-236-3981



# MEMORANDUM

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**To:** Mayor, Robyn Tannehill, & Board of Aldermen

**From:** John Crawley, City Engineer, P.E., City Engineer

**CC:** Hollis Green, COO, Rob Neely, P.E., General Manager, Oxford Utilities

**Date:** July 21, 2026

**Re:** Request Approval for Change Order No. 1,  
Gus Book Road Sewer Project

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The bid sewer main project did not have sewer service stub outs and they were added to contractor's scope of work.

**Engineering requests to approve Change Order No. 1 for this addition to the scope of work for \$10,500.00.**

**See attached.**



"Sitework Solutions"  
5566 Commander Drive  
Arlington, TN 38002

## CHANGE ORDER #1

**GUS BOOKER SEWER**  
City of OXFORD, MS

7/19/2026

| ITEM                       | CONTRACT<br>QTY | Unit | DESCRIPTION    | UNIT<br>PRICE | CONTRACT<br>AMOUNT |
|----------------------------|-----------------|------|----------------|---------------|--------------------|
| 1                          | 7               | EA   | SEWER SERVICES | 1,500.00      | 10,500.00          |
| TOTAL CHANGE ORDER AMOUNT: |                 |      |                |               | 10,500.00          |

  
NORMAN NICHOLS

07-16-26

Services stubbed out  
was not in the base  
bid