



AGENDA

City of Oxford

Board of Aldermen

Regular Meeting

Tuesday, March 17, 2026 at 05:00 PM

City Hall Courtroom

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.

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 permission to approve the minutes of the Regular Board of Aldermen meeting on March 3, 2026. (Leslie McCormick)
- 2.b. Request permission to approve the minutes of the Special Board of Aldermen meeting on March 6, 2026. (Leslie McCormick)
- 2.c. Request approval of the accounts for all city departments. (Leslie McCormick)
 - Attachments
 - 1. [SUPPLEMENT - 17MAR26.PDF](#)
- 2.d. Request approval of Emergency Purchases made as a result of Winter Storm Fern, that occurred January 23-26, 2026. (Rhonda Burchett)
- 2.e. Request permission to approve emergency purchases related to the extensive flooding at the mTrade Park Administration Office/Shop Building and additional shop/storage buildings on March 9-10, 2026. (Rhonda Burchett)

3. Consider the consent agenda:

- 3.a. Fixed Asset Management:
 - i. Request permission to declare two black 3rd Eye Cameras – AWT2020T, with serial numbers 562946 and 571415, from the Environmental Services Department surplus and authorize their disposal. (Amberlyn Liles)

- ii. Request permission to declare a white 2016 Dodge Ram 550 with a VIN number of 3C7WRMEJ5GG300120 from the Environmental Services Department surplus, and authorize its sale on GovDeals. (Amberlyn Liles)
- iii. Request permission to declare a 2014 Ford F-150 with a VIN number of FTMF1CF1EFB11098 from the Building and Grounds - Facilities Maintenance Department surplus and authorize its disposal. (Mike Grant)
- iv. Request permission to declare a red Lincoln Arc Welder A/C 225-S and a green L-Tec Welder with the serial number B875D-74659 from the City Shop surplus and authorize their sale on GovDeals. (Michelle Robinson)
- v. Request permission to declare the following Oxford Utilities Department equipment as surplus and authorize its disposal: Labconco Model 4420320 washer (S/ N 071279601- D, Asset Tag 04301); Lincoln 1800 Power Luber (S/N 541933, Asset Tag 04042); Stihl BG 86/C gas handheld leaf blower (Asset Tag 02493); Stihl FS 70R gas handheld brushcutter (Asset Tag 02494); Stihl FS4 gas handheld brushcutter (Asset Tag 02495); Stihl FC100Z 4-Mix engine edger (Asset Tag 02496); Stihl FS85R handheld brushcutter (Asset Tag 04053); and NAPA Tool 1/2" Impact Wrench 500 (S/N 6668). (Rob Neely)
- vi. Request permission to declare the following Financial Administration Department office equipment surplus and authorize its disposal: City of Oxford Antique Clock (Yellow Tag 1006); Emerson TV LF320EM4A (S/N ME8A1537355251); five desks; three bookshelves; five tables; three stand-up desks; ten Pottery Barn cabinets with seven shelves; Pottery Barn desk; Pottery Barn hutch with four cabinets and three shelves; and one stationary table (Yellow Tag 1008). (Leslie McCormick)

Attachments

- 1. [SURPLUS - ENVIRONMENTAL SERVICES - FORM 3RD EYE CAMERA TK411 SN 571415.PDF](#)
- 2. [SURPLUS - ENVIRONMENTAL SERVICES - FORM 3RD EYE CAMERA TK411 SN 562946.PDF](#)
- 3. [SURPLUS - FACILITIES MAINTENANCE SURPLUS.PDF](#)
- 4. [SURPLUS - ENVIRONMENTAL - SERVICES - DODGE RAM 5500 3.11.2026](#)
- 5. [SURPLUS - CITY SHOP - LINCOLN ARC WELDER.PDF](#)
- 6. [SURPLUS - CITY SHOP - L-TEC WELDER.PDF](#)
- 7. [SURPLUS - OXFORD UTILITIES - OU ITEM 2.PDF](#)
- 8. [SURPLUS - FIN. ADMIN. - CITY OF OXFORD ANTIQUE CLOCK](#)
- 9. [SURPLUS - FIN. ADMIN. - POTTERY BARN CABINET-SHELVES](#)
- 10. [SURPLUS - FIN. ADMIN. - MISC. FURNITURE](#)
- 11. [SURPLUS - FIN. ADMIN. - EMERSON TV](#)
- 12. [SURPLUS - FIN. ADMIN. - POTTERY BARN HUTCH](#)
- 13. [SURPLUS - FIN. ADMIN. - POTTERY BARN DESK](#)
- 14. [SURPLUS - FIN. ADMIN. - STATIONARY TABLE](#)

3.b. Miscellaneous:

- i. Request permission to approve the water and sewer adjustments as per the Oxford Utilities Adjustment Policy. (Rob Neely)
- ii. Request permission to approve donations to the Tree Fund. (Rhonda Burchett)
- iii. Request permission to approve donations on behalf of the Oxford ARC. (Kelli Briscoe)

Attachments

- 1. [OXFORD UTILITIES - ADJUSTMENTS - OU ITEM 1.PDF](#)

3.c. Travel Requests:

- i. Request permission for two employees from the Municipal Court to attend the Summer Clerks Conference from June 30, 2026, to July 3, 2026, in Biloxi, Mississippi, at an estimated cost of \$2,000.00. (Nickie Denley)
- ii. Request permission for one employee from the Oxford Conference Center to attend and sponsor the MSAE Lunch and Learn on March 5, 2026, in Jackson, Mississippi, at an estimated cost of \$233.45. (Micah Quinn)
- iii. Request permission for six employees from the Environmental Services Department to attend the Hol-Mac Summit on April 7–9, 2026, in Biloxi, Mississippi, at an estimated cost of \$2,200.00. (Amberlyn Liles)
- iv. Request permission for one employee from the Oxford Police Department to attend Dispatch Suicide Prevention on March 23– 24, 2026, in Gluckstadt, Mississippi, at an

- estimated cost of \$690.00. (Jeff McCutchen)
- v. Request permission for twenty-five employees from the Oxford Police Department to attend Trauma Informed: Building Resiliency in Public Careers, on July 21, 2026, in Oxford, Mississippi, at an estimated cost of \$3,750.00. (Jeff McCutchen)
 - vi. Request permission for one employee from the Oxford Police Department to attend AXON Week 2026, on April 6–9, 2026, in Nashville, Tennessee, at an estimated cost of \$1,773.88. (Jeff McCutchen)
 - vii. Request permission for one employee from the Oxford Police Department to attend the Glock Gen 5 Armorer Course on April 21, 2026, in Pearl, Mississippi, at an estimated cost of \$300.00. (Jeff McCutchen)
 - viii. Request permission for one employee from the Oxford Police Department to attend the Phlebotomy Certification on April 27–29, 2026, in Waco, Georgia, at an estimated cost of \$272.00. (Jeff McCutchen)
 - ix. Request permission for two employees from the Oxford Police Department to attend Crisis Intervention Training from March 30, 2026, to April 3, 2026, in Oxford, Mississippi, at no cost to the city. (Jeff McCutchen)
 - x. Request permission for two employees from the Oxford Police Department to attend the FBI Crisis Negotiation Training on April 6-10, 2026, in Biloxi, Mississippi, at an estimated cost of \$1,208.16. (Jeff McCutchen)
 - xi. Request permission for two employees from the Oxford Fire Department to attend the MSFA CO2 Pipeline Response class on March 28, 2026, at no cost to the city. (Joey Gardner)
 - xii. Request permission for one employee from the Oxford Fire Department to attend Fundamentals of Search and Rescue on April 20–24, 2026, in Meridian, Mississippi, at no cost to the city. (Joey Gardner)
 - xiii. Request permission for two employees from the Oxford Fire Department to attend Battalion Chief Boot Camp from March 29, 2026, to April 4, 2026, in Pensacola, Florida, at an estimated cost of \$2,727.50. (Joey Gardner)
 - xiv. Request permission for three employees from Stronger Together Oxford to attend the Annual Volunteer Management Conference – Points of Light on June 22–26, 2026, in Washington, DC, at an estimated cost of \$6,000.00. (Marlee Carpenter)
 - xv. Request permission for three employees from Oxford University Transit to attend the 19th Annual FTA Drug and Alcohol National Conference on April 13–16, 2026, in Portland, Oregon, at an estimated cost to the city of \$15.04. (Donna Zampella)
 - xvi. Request permission for one employee from the Human Resources Department to attend the Southeastern Leadership Conference on April 28–30, 2026, in Biloxi, Mississippi, at an estimated cost of \$640.06. (Braxton Tullos)
 - xvii. Request permission for two employees from the Oxford Animal Resource Center to attend the National Best Friends Animal Conference on May 6-10, 2026, in Salt Lake City, Utah, at an estimated cost of \$4,250.00. (Kelli Briscoe)
 - xviii. Request permission for two employees from the Oxford Animal Resource Center to attend the Animal Care Expo on April 6–11, 2026, in Pittsburgh, Pennsylvania, at an estimated cost of \$4,750.00. (Kelli Briscoe)

Attachments

1. [MUNICIPAL COURT - 2026 CLERKS SUMMER CONFERENCE - NICKIE AND JACKIE.PDF](#)
2. [OCC - TRAVEL REQUEST MSAE L AND L 3-25-26 - MONIQUE.PDF](#)
3. [ENVIRONMENTAL - SERVICES - PERMISSION TO SEND 6 EMPLOYEES \(KNUCKLEBOOM OPERATORS\) FROM THE ENVIRONMENTAL SERVICES DEPARTMENT TO THE HOL-MAC SUMMIT IN BILOXI MS APRIL 7-9. \\$2200 AMBERLYN LILE](#)
4. [HR - TUBBS TRAVEL MEMO 3.17.2026](#)
5. [OUT - TRAVEL - OUT COPIER 20260312_164021.PDF](#)
6. [ARC - TRAVEL REQUEST ANIMAL CARE EXPO.PDF](#)
7. [ARC - TRAVEL REQUEST BEST FRIENDS.PDF](#)

3.d. Human Resources:

- i. Request approval of the promotion of Mackenzie Rogers from the Oxford Police Department to a K-9 Officer, with a stipend of \$101.78 per pay period. (Braxton Tullos)
- ii. Request approval to hire June Tillman as a certified part-time Communications Officer for the Oxford Police Department at \$17.10 per hour. (Braxton Tullos)

- iii. Request approval of Mariah Evans and Dacey Leonard as unpaid interns for the Oxford Police Department. (Braxton Tullos)
- iv. Request approval to voluntarily demote Captain Donovan Lyons from the Oxford Police Department to the position of Reserve Officer at \$17.00 per hour. (Braxton Tullos)
- v. Request approval of the resignation of Patrol Officer Amanda Roy from the Oxford Police Department. (Braxton Tullos)
- vi. Request approval to hire Joshua Rowland as a driver for the Environmental Services Department, with an annual salary of \$46,300.80. (Braxton Tullos)
- vii. Request approval of the resignation of Kennel Technician Stephanie Thomas from the Oxford Animal Resource Center. (Braxton Tullos)

3.e. Grants:

- i. Request permission for the Oxford Police Department to apply for a grant with the Department of Homeland Security, in the amount of \$183,185.00. (Jeff McCutchen)
- ii. Request permission to apply for the Lowe's 2026 Community Impact Grant to renovate the old police "Annex" building (new Community Building). (Shane Fortner)

Attachments

- 1. [EMERGENCY MANAGEMENT - MEMO FOR LOWE'S COMMUNITY IMPACT GRANT.PDF](#)

4. Regular Agenda: Other Departments

- 4.a. Mayor's Commission on Disability Issues 2025 Annual Report. (Alderman Preston Taylor)
- 4.b. Oxford Park Commission's Yearly Report. (Seth Gaines)

Attachments

- 1. [OPC - YEARLY REPORT - SETH.PDF](#)

- 4.c. Consider bids for City of Oxford Emergency Borrowing. (Sue Fairbank)

Attachments

- 1. [OTHER - CITY OF OXFORD MS EMERGENCY BORROWING 2026 - NOTE RESOLUTION \(3_17_26\).PDF](#)

- 4.d. Consider proposals for professional services to conduct a tree Inventory post Winter Storm Fern. (Cowan Hunter)

Attachments

- 1. [OTHER - ESTIMATE 1282_MATT NIELSON.PDF](#)
- 2. [OTHER - OXFORDMS_PROPOSAL_EOCENEV2.PDF](#)

- 4.e. Second Reading and Public Hearing of proposed changes to Chapter 114, Article II, Section 114-41, Water Rates and Section 114-44, Sewer Rates, Code of Ordinances. (Rob Neely)

Attachments

- 1. [OXFORD UTILITIES - ORDINANCE - OU ITEM 3.PDF](#)

- 4.f. Request approval to convert paper personnel records from the Human Resources Department to an electronic format in accordance with Mississippi Code Section 21-15-37. (Braxton Tullos)

Attachments

- 1. [HR - DIGITAL PERSONNEL FILE.PDF](#)

- 4.g. Request approval to submit the state/local agreement to MEMA for Winter Storm Fern. (Shane Fortner)

Attachments

- 1. [EMERGENCY - FEMA - DR4899MS_OXFORD CITY OF STATE FORMS \(1\).PDF](#)

5. Regular Agenda: Police Department

- 5.a. Adopt a Resolution of Service for Captain Donovan Lyons. (Jeff McCutchen)

Attachments

- 1. [OPD - PROC- LYONS \(002\).PDF](#)

- 5.b. Request permission to approve a Parade/Assembly for Stefano Capomazzo to host a fireworks show on June 27, 2026. (Jeff McCutchen)

Attachments

1. [OPD - EVENT - CAPOMAZZO.PDF](#)

6. Regular Agenda: Development Services-Planning Department

- 6.a. Second Reading and Public Hearing of an Ordinance Amending Chapter 22 Buildings, Article IV Housing, Division 3 Affordable Housing. (Ben Requet)

Attachments

1. [PLANNING - SECOND READING AFFORDABLE HOUSING ORDINANCE MODIFICATION.PDF](#)

7. Regular Agenda: Special Projects

- 7.a. Request permission to authorize a contract for Oxford Conference Center Lighting Upgrade. (Mark Levy)

Attachments

1. [SPECIAL - PERMISSION TO EXECUTE CONTRACT BOA.PDF](#)

- 7.b. Request permission to solicit Request for Proposals for Walk of Lights Expansion II. (Mark Levy)

Attachments

1. [SPECIAL - BOA MEMO_ PERMISSION TO ADVERTISE.PDF](#)

- 7.c. Request permission to advertise for bids on Roundabout Signage. (Mark Levy)

Attachments

1. [SPECIAL - BOA_ PERMISSION TO ADVERTISE.PDF](#)

8. Regular Agenda: Development Services-Engineering Department

- 8.a. Discuss night paving on the University/Highway 7 Roundabout project by MDOT beginning tentatively on March 30, 2026. (John Crawley)

- 8.b. Request permission to have the mayor execute a contract for the purchase of real estate on Howell Loop. (John Crawley)

- 8.c. Request permission to close the South 11th alley between Van Buren Avenue and East Jackson Avenue while asphalt contractors work in the area between the hours of 6:00 am and 5:00 pm on Monday, March 23, 2026. (John Crawley)

Attachments

1. [ENGINEERING - MEMO - REQUEST PERMISSION FOR MAYOR TO EXECUTE CONTRACTOR FOR HOWELL LOOP - COMBINED.PDF](#)

9. Regular Agenda: Closing the Meeting

- 9.a. Consider an executive session.

- 9.b. Adjourn.

Supplemental Docket

The following invoices were presented for approval at the March 17, 2026 Regular Meeting of the Mayor and Board of Aldermen.
These bills are due and payable before the next regular Board of Aldermen Meeting.

<u>Payee</u>	<u>Description</u>	<u>Amount</u>
<u>General Fund</u>		
Animal Clinic of Oxford	ARC vet charges	\$ 4,770.00
AT&T Mobility	Monthly bill	\$ 34.79
CDW-G	Adobe license renewals	\$ 12,033.66
Crump, Glenda	Training- Project LEAD Retreat	\$ 3,591.06
Dell	Past due invoices- multiple depts	\$ 38,587.46
Enterprise FM Trust	Leased vehicle fees- OPD	\$ 54,960.72
Heaton DVM dba Magnolia	ARC vet charges	\$ 5,297.20
Hutchinson, Peyton	48" x 72" oil painting for City Hall	\$ 6,500.00
Larson's Cash Saver	Supplies for Girls Empowerment	\$ 34.33
Larson's Cash Saver	Past due- mTrade Park concessions	\$ 2,322.56
Oxford Renew Crew	Cleanup at mTrade Park due to flooding	\$ 10,684.00
US Bank	Credit card payment, multiple depts	\$ 14,863.71
		\$ 153,679.49
<u>Metro Narcotics</u>		
CDW-G	Adobe license renewals	\$ 148.32
<u>T & A</u>		
1 Day Signs	Door lettering at City Hall	\$ 300.00
Bridge Brothers	Pat Lamar Park bridge replacement- bridge 3 of 3	\$ 12,857.00
CDW-G	Adobe license renewals	\$ 593.28
McCullough, Walt	Travel reimbursement- Leadership Fly In, Washington DC	\$ 644.99
Mitchell, Laine	Refund of duplicate parking permit charge	\$ 50.00
US Bank	Credit card payment, multiple depts	\$ 3,415.97
Zampella, Donna	Travel reimbursement- Leadership Fly In, Washington DC	\$ 4,020.84
		\$ 21,882.08
<u>OPC</u>		
Boxx, Kristi	OPC Instructor Pay- March 2026	\$ 504.00
Cain, Shannon	OPC Instructor Pay- March 2026	\$ 4,974.00
Crane, Hunter	OPC Instructor Pay- March 2026	\$ 3,118.98
Davis, Linda	OPC Instructor Pay- March 2026	\$ 1,276.48
Gutierrez, Nathaniel	OPC Instructor Pay- March 2026	\$ 480.00
Hand, Lana	OPC Instructor Pay- March 2026	\$ 320.00
Hermansen, Shawna	OPC Instructor Pay- March 2026	\$ 4,853.81
LK Tumble and Stunt, LLC	OPC Instructor Pay- March 2026	\$ 624.00
North MS Wrestling Club	OPC Instructor Pay- March 2026	\$ 251.20
Oxford Skateboarding Assoc.	OPC Instructor Pay- March 2026	\$ 670.90
Rebel Body Fitness	OPC Instructor Pay- March 2026	\$ 664.00
Woods, Norbert	OPC Instructor Pay- March 2026	\$ 3,558.10
		\$ 21,295.47
<u>Oxford Utilities</u>		
CDW-G	Adobe license renewals	\$ 444.96
Grand Total - City of Oxford		\$ 197,450.32



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 SURPLUSED. TURN COMPLETED FORMS IN TO THE CITY CLERK'S OFFICE.**

Date of Request: _____

Department that owns Fixed Asset: _____

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

Physical Location of Asset: _____

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:

Name of Person Submitting Surplus Request: _____

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

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

Physical Location of Asset: _____

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:

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Date Approved by BOA: _____

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Date of Request: 03/11/2026
Department that owns Fixed Asset: Facilities Maintenance
Fixed Asset Tag Number (If item is not tagged, please put N/A): 02606
Physical Location of Asset: City Shop

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

Ford	F150	2014
Make	Model	Year
1FTMF1CF1EFB11098		
VIN / Serial Number		Color

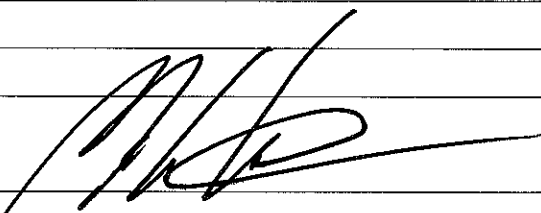
If the item being surplused is a tool, please provide:

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:

Motor is no good

Name of Person Submitting Surplus Request: 

Date Approved by BOA: _____

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Date of Request: _____

Department that owns Fixed Asset: _____

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

Physical Location of Asset: _____

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:

Name of Person Submitting Surplus Request: _____

Date Approved by BOA: _____

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Date of Request: _____

Department that owns Fixed Asset: _____

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

Physical Location of Asset: _____

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

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

If the item being surplus 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 surplus:

Name of Person Submitting Surplus Request: _____

Date Approved by BOA: _____

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Date of Request: _____

Department that owns Fixed Asset: _____

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

Physical Location of Asset: _____

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:

Name of Person Submitting Surplus Request: _____

Date Approved by BOA: _____

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2. Request permission to declare equipment surplus and authorize its disposal. (Rob Neely)

Please see attached surplus forms for item descriptions. This equipment no longer operates and will be disposed of.



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Date of Request: 2.18.2026
Department that owns Fixed Asset: Public Utilities - Wastewater Treatment
Fixed Asset Tag Number (If item is not tagged, please put N/A): 04301
Physical Location of Asset: Wastewater Treatment Plant

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

Labconco \ 4420320 \ Dec 2007
Make Model Year
071279601-D \ chrome
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:

Flask Scrubber Glassware Washer Under Counter, 115V
Laboratory Dishwasher

Name of Person Submitting Surplus Request: Perry L. Rogers

Date Approved by BOA: _____

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Date of Request: 3/2/26

Department that owns Fixed Asset: Utilities - Wastewater Treatment Plant

Fixed Asset Tag Number (If item is not tagged, please put N/A): 04042

Physical Location of Asset: Wastewater Treatment Plant - 559A Hwy 7 South
Oxford MS

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): Lincoln model 1800 power luber
541933 1 Navy
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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Date of Request: 3/2/26

Department that owns Fixed Asset: Utilities - Wastewater Treatment Plant

Fixed Asset Tag Number (If item is not tagged, please put N/A): 02493

Physical Location of Asset: Wastewater Treatment Plant - 559 A Hwy 7 South
Oxford MS

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 B6 86/C gas handheld leaf blower</u>	
<u>N/A</u>	<u>1 Orange/white</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: Sean Staggs

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

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



SURPLUS FORM

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

Date of Request: 3/2/26

Department that owns Fixed Asset: Utilities - Wastewater Treatment Plant

Fixed Asset Tag Number (If item is not tagged, please put N/A): 02494

Physical Location of Asset: Wastewater Treatment Plant - 559 A Hwy 7 South
Oxford MS

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): Stihl FS 70R gas handheld brushcutter
N/A orange/white

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
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Date of Request: 3/2/26
Department that owns Fixed Asset: Utilities - Wastewater Treatment Plant
Fixed Asset Tag Number (If item is not tagged, please put N/A): 02495
Physical Location of Asset: Wastewater Treatment Plant - 559A Hwy 7 South
Oxford, MS

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): Stihl FS4 gas handheld brushcutter
N/A 1 orange/white
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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Date of Request: 3/2/26

Department that owns Fixed Asset: Utilities - Wastewater Treatment Plant

Fixed Asset Tag Number (If item is not tagged, please put N/A): 02496

Physical Location of Asset: Wastewater Treatment Plant - 559A Hwy 7 South
Oxford, MS

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):	<u>Stihl FC100 Z 4-MIX engine edger</u>
Serial Number (if none, write N/A)	<u>N/A</u>
	<u>1 orange/white</u>
	Color

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

Name of Person Submitting Surplus Request: Sean Stagg

Date Approved by BOA: _____

107 Courthouse Square
Oxford, MS 38655

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



SURPLUS FORM

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Date of Request: 3/2/26

Department that owns Fixed Asset: Utilities - Wastewater Treatment Plant

Fixed Asset Tag Number (If item is not tagged, please put N/A): 04053

Physical Location of Asset: Wastewater Treatment Plant - 559 A HWY 7 South
Oxford MS

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
<u>Stihl FS 85 R handheld gas brushcutter</u>	<u>NA</u>	<u>Orange/white</u>

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

Name of Person Submitting Surplus Request: Sean Staggs

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

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Date of Request: 3/2/26

Department that owns Fixed Asset: Utilities - Wastewater Treatment Plant

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

Physical Location of Asset: Wastewater Treatment Plant - 559A Hwy 7 South
Oxford MS

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): NAPA air tools 1/2" impact wrench 500
6668 1 Silver

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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Oxford, MS 38655**

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Date of Request: _____

Department that owns Fixed Asset: _____

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

Physical Location of Asset: _____

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:

Name of Person Submitting Surplus Request: _____

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

Physical Location of Asset: _____

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_____	_____	_____
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

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Name of Person Submitting Surplus Request: _____

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Date of Request: _____

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Physical Location of Asset: _____

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:

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

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

Description of Tool (including brand): _____

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_____	_____	_____
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

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_____	_____	_____
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

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_____	_____	_____
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:

Name of Person Submitting Surplus Request: _____

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

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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

MARCH 10, 2026 - MARCH 11, 2026

TO BE APPROVED: MARCH 17, 2026

ACCOUNT NUMBER	CUSTOMER NAME	ADDRESS	WATER ADJUSTMENT	SEWER ADJUSTMENT	ADJUSTMENT TYPE
212624-052582	GABRIEL HOUSEY	218 MCELROY DRIVE	-\$182.83	-\$243.08	INSIDE
211612-042037	PEACOCK COMMERCIAL LLC	2627 WEST OXFORD LOOP	-\$741.85	-\$1,843.16	OUTSIDE
211613-042037	PEACOCK COMMERCIAL LLC	2627 WEST OXFORD LOOP	-\$221.46	-\$549.88	OUTSIDE
212891-013662	MELANIE MUNNS	1151 COLLEGE HILL ROAD	-\$110.76	-\$294.53	OUTSIDE
208480-054307	BRITTANY PRINGLE	24 PRIVATE ROAD 3151 APT 1	-\$56.45	-\$75.05	INSIDE
209501-047713	RONALD CORBIT FRANKS JR	100 NORTHPOINTE DRIVE	-\$43.34	-\$96.82	OUTSIDE
209431-045197	LAURA DESOUZA	100 GROVE HILL DRIVE	-\$70.29	-\$186.44	OUTSIDE
209461-045907	CHRISTOPHER OCONNOR	415 OLIVE BRANCH WAY	-\$43.30	-\$53.81	INSIDE
209623-044544	VY QUACH	363 HWY 7 N	-\$64.28	X	WATER ONLY
209466-050218	LISA CHRISTOPHERSEN	105 GROVE HILL DRIVE	-\$83.07	-\$110.45	INSIDE
007736-006582	WALKER & WALKER ENT LLC	309 COTTAGE VIEW	-\$216.14	-\$268.57	INSIDE
002338-049276	CYNTHIA MARTIN	115 PROMENADE PWKY	-\$15.27	-\$20.30	INSIDE
200746-052813	ZANE COBB	108 VIRGINIA STREET	-\$151.94	-\$202.02	INSIDE
202965-122767	VEDA HALL	430 SADDLECREEK LOOP	-\$10.65	-\$28.32	OUTSIDE
201974-044813	MARTHA ANNE DOTY	743 NOTTINGHAM DRIVE	-\$79.52	-\$210.98	OUTSIDE
005751-048050	AMY PHILLIPPI	102 FARM VIEW DR UNIT 806	-\$166.85	-\$221.84	INSIDE
000720-040908	JERRICA HICKINBOTTOM	2950 S LAMAR BLVD APT 11	-\$191.70	-\$254.88	INSIDE
005932-037860	MICHAEL WILLIAMS	105 FARM VIEW DRIVE UNIT 304	-\$60.35	-\$80.24	INSIDE
000436-002497	VASSOR JOINER	648 J BARR ROAD	-\$43.31	X	WATER ONLY
202102-046923	WILLIAM EHRENSING	309 S 18TH STREET	-\$102.60	-\$136.41	INSIDE
200851-004129	ELLEN MEACHAM	1613 GARFIELD AVENUE	-\$58.22	-\$77.41	INSIDE
202620-102622	THOMAS R GARVIN	3723 LYLES DRIVE	-\$50.06	-\$66.55	INSIDE
201694-101689	PHILLIPS GROCERY	2406 S LAMAR BLVD	-\$191.07	-\$474.36	OUTSIDE
TOTAL:			-\$2,955.31	-\$5,495.10	



THE CITY OF
OXFORD

MARC BOUTWELL
MUNICIPAL COURT JUDGE

NICKIE DENLEY
MUNICIPAL COURT CLERK

MEMO

To: Mayor and Board of Aldermen
From: Nickie Denley, Court Clerk
Date: March 5, 2026
IN RE: 2026 MMCCA Annual Summer Conference

Dear Mayor and Board of Aldermen,

I would like to request permission for myself and one deputy clerk to travel to Biloxi, MS, June 30-July 3, 2026 to attend the MS Municipal Court Clerk's summer conference. The conference will be held at the Golden Nugget Hotel. The estimated cost for this conference is \$2000.

Thank you for your consideration.


Nickie Denley





Travel Request

Employee Traveling: Monique Horan, Sales Manager
Dates of travel: 3/25/2026
Location: Jackson, MS
Reason: Attend and Sponsor MSAE Lunch and Learn

Estimated Expenses:

Registration	
Mileage	233.45
Hotel Estimate	
Meals per diem	
Total	\$ 233.45



MISSISSIPPI SOCIETY OF
ASSOCIATION EXECUTIVES

new rate for 2026 is \$0.725

new rate as of 2025 is \$68/day



OXFORD

ENVIRONMENTAL
SERVICES

MEMORANDUM

To: Board of Alderman

From: Amberlyn Liles

CC: Mayor, Board of Alderman and City Clerk

Date: 3.11.2026

Re: Hol-Mac Summit

Permission to send 6 employees (knuckleboom operators) from the Environmental Services Department to the Hol-Mac Summit in Biloxi, MS, April 7-9. \$2200 Amberlyn Liles



MEMORANDUM

To: Board of Aldermen
From: Braxton Tullos, Human Resources Director
Date: March 17, 2026
Re: Request Approval of Travel

The City of Oxford Human Resources Department requests approval from the Mayor and Board of Aldermen for Holly Tubbs to travel to Biloxi, Mississippi, from April 28–30 to attend the Southeastern Leadership Conference. The estimated cost for lodging, meals and registration is \$640.06.

I recommend approval of this request.

List all Travelers:	Donna Zampella
	Christina Lammers
	Johnathon Sullivan

Destination: Portland, OR

Departure Date: April 13, 2026 Return Date: April 16, 2026

Airfare Estimate:	\$1,856.31
Estimated Mileage Expense:	\$75.40
Parking Expense:	\$75.00
Uber Expense:	\$100.00
Estimated Meal Expense:	\$720.00

Motel/Hotel Name	Duniway Portland – Hilton Hotel
------------------	---------------------------------

Lodging Cost: \$2,826.71

Registration Cost: 0.00

Method of Travel Airlines, Personal Vehicle

Travel Cost

Total Cost Per Person	Total Cost For Trip	\$2,826.71
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Funding Source	5311 Grant and RTAP Scholarship – City Cost \$15.04
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MDOT Approval Shirley Wilson Date 3/2/2026

Aldermen Board Approval _____ **Date** _____

MEMORANDUM

DATE: March 2, 2026

TO: Sutton Holcomb & Tom Perkins - SMART
Calvin Glover - Aaron Henry
Mary Ann Griffith – Boliver County
Ickret Bennett - Central MS Inc
Christina Lammers -City of Oxford
Tamera Jackson or Janice Foster – Hinds County
Katasha Ellis - Madison County
Jeremy Hare & Steve Gaines – Northeast MS Community Services, Inc.
Quentin Watkin & Cervetta Johnson - South Central Community Agency

FROM: Shirley Wilson, Director
Public Transit Division

RE: 19th Annual FTA Drug and Alcohol Program National Conference

We are pleased to announce the availability of RTAP scholarships for the “19th Annual FTA Drug and Alcohol Program National Conference” to be held **April 14- 16, 2026, in Portland, OR**, at the Hilton Portland Downtown, **921 SW Sixth Avenue, Portland, OR 97204**. Hotel reservations can be made by calling the hotel reservations line at **(503) 236-2427**. To receive the group rate, guests must identify their affiliation with the **"DOT FTA Drug and Alcohol Program National Conference"** group at the time of reservation. Reservations can also be made by clicking the following link: [DOT FTA 2026 Drug and Alcohol Program](https://transit-safety.fta.dot.gov/DrugAndAlcohol/Training/NatConf/2025/Register.aspx)

Please **make your reservation ASAP**, as there is limited room availability, scholarships are only available for individuals listed above.

Also, as an attendee please register first to secure your free three-day conference seat. Each person who plans to attend must register themselves. FTA will email you back immediately and let you know you are registered. Please use the website attached:
<https://transit-safety.fta.dot.gov/DrugAndAlcohol/Training/NatConf/2025/Register.aspx>

Please see the attached email from FTA regarding D & A 19th Annual Conference.

19th Annual FTA Drug and Alcohol Program National Conference

March 2, 2026

Page 2

Please submit your RTAP scholarship application to our office no later than the close of business **Thursday, March 19, 2026.**

1. Actual and allowable meals not to exceed **\$80.00 daily(3-Days)** while at the Conference and \$64.50 for travel days (2-Days Monday & Friday) not to exceed **\$387.00** total (including gratuities)
2. Hotel accommodation for up to four **nights not to exceed \$719.20.**
3. Bellman tips are not to exceed **\$15.00**
4. Airfare not to exceed **\$700.00**
5. Luggage not to exceed **\$80.00** (receipt required)
6. Shuttle Bus – not to exceed **\$100.00** Round Trip is from Airport to Hotel and Hotel to Airport). **(receipt required)**
7. Parking and/or mileages expenses to and from the Airport, are to be claimed on #5311 monthly reimbursement report. **(No Exceptions)**

In preparing requests for reimbursement, please keep in mind the following: arrival and departure times must be accurately stated. Reimbursement must be submitted for payment no later than 30-days after the event. **All RTAP Travel Expense Reports are Due by May 16, 2026**

If you have any questions or require additional information, please contact Carolyn Johnson by telephone at 601.359.7800, by fax at 601.359.7777, or by e-mail, cjohnson@mdot.ms.gov. If your scholarship is faxed or e-mailed, please do not send a hard copy.

SFW: CJ



MEMORANDUM

To: Board of Aldermen
From: Kelli Briscoe
CC:
Date: March 17, 2026
Re: Authorize the approval of travel request.

The Oxford Animal Resource Center requests approval from the Mayor and Board of Aldermen to approve a travel request for 2 employees to attend the national Animal Care Expo in Pittsburg, PA on April 6-11, 2026 at an estimated cost of \$4,750.00.

I recommend approval



MEMORANDUM

To: Board of Aldermen
From: Kelli Briscoe
CC:
Date: March 17, 2026
Re: Authorize the approval of travel request.

The Oxford Animal Resource Center requests approval from the Mayor and Board of Aldermen to approve a travel request for 2 employees to attend the national Best Friends Animal Conference in Salt Lake City, Utah on May 6-10, 2026 at an estimated cost of \$4,250.00.

I recommend approval



OXFORD
EMERGENCY
MANAGEMENT

MEMORANDUM

To: Robyn Tannehill, Mayor

CC: Board of Aldermen, Ben Requet, AICP, Mark Levy, PLA, ASLA

From: Shane Fortner, Director

Date: March 17, 2026

Subject: Apply for Lowe's 2026 Community Impact Grant

We are requesting approval to apply for the Lowe's 2026 Community Impact Grant to renovate the old police "Annex" building (new Community Building).

2025 YEARLY REPORT



Oxford Park Commission



OXFORD

PARK COMMISSION

2025 Yearly Report

January - December 2025

Prepared for:

City of Oxford Mayor and Board of Alderman

Prepared by: Seth Gaines

Oxford Park Commission - Instructional

Instructional

Program	Session	2025 Participants	Ages	Gender	Fee's	Location	Instructor
Fit & Fun	Spring	94	1 - 5	all	\$195 - \$240	CHC	Shanon Cain
	Summer	101			\$130 - \$160		
	Summer Camp	83			\$30		
	Fall	106			\$200 - \$250		
	Thanksgiving Camp	52			\$30		
	Happy Holiday Camp	119			\$30		
Karate	Spring	18	5 & up	all	\$275	OAC	Norbert Woods
	Summer	7			\$300		
	Fall	16			\$300		
Fencing	Spring	22	5 - 14	all	\$425 - \$625	OAC	Margarette Davis
	Summer	14			\$200 - \$300		
	Fall	25			\$425 - \$625		
Gymnastics	Spring	126	2 - 16	all	\$100 - \$700	CHC	Lisa Mitchell
	Summer	46			\$100 - \$700		
	Fall	77			\$100 - \$700		
Volleyball All-Skills Clinic	Spring	72	9 -15	girls	\$100	OAC	Karen Yelverton
	Fall	52					
Volleyball Setters Clinic	Winter	14	9 - 15	girls	\$100	OAC	Karen Yelverton
Volleyball Group Instruction	Fall	33	11 & older	girls	\$25	OAC	Karen Yelverton
Co-Ed Recreational Lacrosse		Did Not Make		all			Brian Fisher
I Can 5K	Jan-Feb	9	18 & older	all	\$50	mTrade Park	Elliot Beach (Ox. Run Club)
	March - April	Did Not Make					
Fundamental Sideline Cheer	Spring	13	5 - 12	girls	\$300	CHC	Kristi Yancy
	Summer	8			\$180		
	Fall	13			\$200		
Sewing for Beginners	Spring	6	10 & up	all	\$55 per session	CHC	Shelia Howard Baker
	Summer	16					
	October	3					
Wrestling Lessons	Spring-Summer	74	5 - 18	all	\$60 per month	OAC	North Mississippi Wrestling Club
	Fall	22					

Program	Session	2025 Participants	Ages	Gender	Fee's	Location	Instructor
XPT Strength and Mobility	Summer	Did Not Make	7 - 12	all	\$90/semester	OAC	Lawrence Murauko
	Fall	5					
Barton Outfitters Fishing Camps	Summer	42	7 - 15	all	\$375	Various	Aaron Barton
	Mini's	2			\$100		
Introduction to Pickleball	May	8	16 & up	all	\$90	OAC	Worth duPerior
	Sept.	4					
	Nov.	4					
Aqua Cardio Power	June	30	18 & up	all	\$12 - \$15 per class	City Pool	Michelle Cohen
	July	18					
	August	13					
	Sept.	13					
Aqua Therapy Fitness	June	4	18 & up	all	\$60 - \$120 per month	City Pool	Dontavious Toles / Rebel Body Fitness
	July	5					
	August	6					
Foundations of Dog Obedience	Sept/ Oct	14	18 +	all	\$150	Stone Park	Becca Chapman
	Nov/ Dec	13					
Dance Fitness	Summer	8	12 & up	all	\$10	CHC	Marketta Martin
Pro Skills Basketball	Summer	9	8 - 15	all	\$100	CHC/OAC	Logan Newsom
	Fall	21					
OSA Skate School	Sept - Oct	7	8 & up	all	\$150 - \$250	Skate Park	Tanner Lopez
Power Tumbling with LK Tumbling and Stunt	Aug	25	8 & up	all	\$65 per month	CHC	Lexi Porter and Kristin Kaufman
	Sept.	23					
	October	26					
	Nov.	27					
	Dec.	13					
Art of Boxing	Oct.	1	7 & up	all	\$300 per month	CHC	Nathanial Guitierrez
	Nov	1					
	Dec	1					
Hands on Lebanese Cooking	Sept. 25	Did Not Make	18 & up	all	\$100	Stone Center	Lana Hand
	Dec. 16	5					
Holiday Crafts with Lana	Halloween	12	4 - 9	all	\$50	Stone Center	Lana Hand
	Thanksgiving	5					
	Christmas	8					
Princess Camps with Lana	Oct.	24	4 - 9	girls	\$100	Stone Center	Lana Hand
	Dec	12					
SWHET Softball Clinic	Fall	12	12 & under	girls	\$125	mTrade Park	Ole Miss Softball Players

Instructional Tennis							
Program	Session	2025 Participants	Ages	Gender	Fee's	Location	Instructor
Match Play	Jan. - March	9	youth	all	\$175	John Leslie Tennis Complex	Kristi Boxx
	March- May	8			\$200		
	Aug - Sept	8			\$200		
	Oct. - Dec	9			\$175		
Intermediate	Jan. - March	13	youth	all	\$175	John Leslie Tennis Complex	Kristi Boxx
	March- May	7			\$200		
	Aug - Sept	12			\$200		
	Oct. - Dec	6			\$185		
Beginner / Intermediate	June - July	13	youth	all	\$100	John Leslie Tennis Complex	Kristi Boxx
Beginners	June	12	youth	all	\$90	John Leslie Tennis Complex	Debbie Swindoll
Intermediate	June	11	youth	all	\$95	John Leslie Tennis Complex	Debbie Swindoll
Groups	Aug - Oct	15	youth	all	\$195	John Leslie Tennis Complex	Debbie Swindoll
	Oct. - Nov	12			\$95		
Beginner - Ages 6 - 8	Jan - Feb	33	youth	all	\$90	John Leslie Tennis Complex	Russell Moorman
	Mar - April	42			\$90		
	April - May	35			\$80		
	June	23			\$45		
	September	22			\$60		
	October	11			\$100		
	November	11			\$75		
Beginner - Ages 9 - 13	Mar - April	11	youth	all	\$90	John Leslie Tennis Complex	Russell Moorman
	April - May	18			\$80		
	June	5			\$45		
	September	18			\$60		
	October	12			\$100		
	November	17			\$75		

Oxford Park Commission - Tennis Tournaments					
Tournaments					
Program	Date	Name	Notes	Participants	Location
Tennis Tournaments	Mar. 28 - 30	Oxford Jr. Spring Open	Did not make - Weather	95	John Leslie Tennis Complex
	April	MHSAA Tennis Championships	500 + players	500+	
	May 2 - 4	Oxford Jr. May Open		83	
	June 6 - 8	Oxford Jr. Summer Open		61	
	June	MTA 40+ Doubles	600+ players	600+	
	June 11 - 13	Oxford Jr Summer Challenge		45	
	Aug. 8 - 10	Oxford Jr Doubles Open		48	

Oxford Park Commission - Outdoors

Youth Fishing Rodeo - Sardis Lake	We had a group of 5 attend this event on April 26.
Lee Tartt Nature Preserve - Spring Wings	Kayaking and hiking activities for the group of 6 we sent.
Trekking the Trails/Tishomingo State Park	Our 1 participant explored a new trail on October 19.
Old Mountain Outdoor Adventures/Fall Trip	No Registrants for the November 2nd trip.

Oxford Park Commission - Events

Event	Participants	Dates	Event	Participants	Dates
Wrestling Tournament	85	April. 24	Eggsciting Easter Event	350+	April. 8
T25 Basketball Camp	70	June 26 - 27	Super Hero	50	April. 28
RedMed/Pontotoc Run Club Pickleball Tournament	39	June 28 - 29	Dodgeball with Dad - Fathers Day Event	17 Families	June. 6
Back to School Bazaar	Rained Out		Night at the North Pole	300	December. 16
OPC Halloween Night Out	300 kids	October. 24	OPC Swim Lessons	420 individuals	June/July

Oxford Park Commission - Social Media

Social Site	Year end 2024	Year end 2025	OPC Created our own QR Code to make it easier to get to our website.  OPC Website		
Facebook	9500	10,282			
X	1816	1800+			
Instagram	2581	3000			
Threads	419	480			
YouTube	69	76			
TikTok	480	1001			
OPC Newsletter	10,542	11,000			
SnapChat	52	365			

Oxford Park Commission - Athletics

Youth Sports

Program	Season	2025 Participants	Gender	# of Teams/ Volunteers	# of Practices Scheduled	Practices Start	Games Start/End Date	Game Days	Coach of the Year
2025 Youth Basketball	Winter	373	85 Female	49	429	12/2/24	1/6/25 - 2/20/2025	Mon, Tues, & Thurs	Boys - Kaleb Henry
			288 Male						
	Summer	130	34 Female	24		5/19/25	6/11/25 - 7/23/2025	Wed	Girls - Jaelynn Green
			96 Male						
2025 Youth Soccer	Spring	779	328 Female	81	333	2/3/25	2/24/25 - 4/10/2025	Mon, Tues, & Thurs	Boys - John Herzog
			451 Male						
	Fall	809	347 Female	87		7/28/25	8/25/25 - 10/28/2025	Mon and Tues	Girls - Sumny Vasconcelos
			462 Male						
2025 Youth Baseball	Spring	473	473 Male	43	292	3/24/25	4/14/25 - 5/29/2025	Mon, Tues, & Thurs	Clyde King
	Fall	327	327 Male	30		8/18/25	9/10/25 - 10/22/2025	Wed	
2025 Youth Softball	Spring	216	216 Female	19	108	3/24/25	4/14/25 - 5/29/2025	Mon, Tues, & Thurs	Kristi Yancy
	Fall	146	146 Female	14		8/18/25	9/10/25 - 10/22/2025	Wed	
2025 Youth Flag Football	Spring	245	5 Female	24	132	3/3/25	4/2/25 - 5/7/2025	Wed	Jason List
			240 Male						
	Fall	273	4 Female	27		7/28/25	8/28/25 - 10/25/2025	Thurs	
			269 Male						
2025 Youth Volleyball	Spring	115	115 Female	14	162	3/3/25	4/2/25 - 5/7/2025	Wed	9/10 - Natalie Lucky 11/12 - Cadence Hammock
	Fall	121	121 Female	14		7/28/25	8/28/25 - 11/6/2025	Thurs	13/14 - Don Brooks & Lisa Mitchell
2025 Youth Cheer - BKB	Winter	13	13 Female	1	3	Dec. 1 Jan. 5, 12	1/6/25 - 2/20/2025	Thursday	
	Summer	7	7 Female	1	3	NA	6/11/25 - 7/23/2025	Wednesday	
2025 Youth Cheer - FF	Spring	7	7 Female	1	3	NA	4/2/25 - 5/7/2025	Wednesday	
	Fall	13	13 Female	1	3	August, 11,18,25	8/28/25 - 10/25/2025	Thursday	
TOTAL									

Oxford Park Commission - Athletics

Mini Programs

Program	Season	2025 Participants	Fee's	Ages	Sessions Start/End Date	Session Days	Instructor	Location
Mini Kickers - Soccer	Spring	97	\$75	2 - 4		Sunday	Hunter Crane	mTrade Park / Stone Park
	Fall	122	\$75	2 - 4		Sunday		
Mini Sluggers - Baseball / Softball	Spring	33	\$40	4 - 5		Tuesday	Ole Miss Club Baseball Team	mTrade Park
	Fall	29	\$40	4 - 5		Tuesday		
Mini Passers - Flag Football	Fall							Did Not Make
Mini Dribblers - Basketball	Spring							Did Not Make
	Fall							
Mini Thumpers - Volleyball	Spring							Combined in a different Volleyball program
	Fall							
TOTAL		281						

Independent Baseball/Softball Teams

Program	Season	2025 Teams	# of Teams/Sport	# of Practices Scheduled	Practices Start	Practice Days	Notes
Independent Baseball/ Softball Teams	Spring	29	Baseball - 28	2070	February - July	Mon-Thurs	We require Independent Baseball/Softball Teams to register with us twice during the year in order to use fields for practices.
			Softball - 1				
	Fall	33	Baseball - 33		August - January	Mon-Thurs	
			Softball - 4				
TOTAL		62					

Adult Sports

Program	Season	2025 Teams	Start/End Date	Game Days	Location	Champion
2025 Adult Soccer	Winter	10	2/4/25 - 3/24/2025	Tues and Thurs	mTrade Park - Riverland Quad	C League - Independiente FC D League - Kicking & Screaming
2025 Adult Softball	Spring	8	3/19/25 - 4/23/2025	Wed	mTrade Park - Riverland Quad	Men's C League - Pine Lake
2025 Adult Basketball	Summer	0	*Did not make			
2025 Adult Flag Football	Fall	0	*Did not make			
TOTAL		18				

Oxford Park Commission - Athletics

Sport and Social Club

Program	Season	# of Teams	Start/End Date	Game Days	Notes
Kickball	Summer	12	6/17/25 - 7/22/25	Tues	Sport & Social Club is a community-based program that blends organized recreational sports with social activities to promote fitness, fun, and community connection. This program is typically run by Ole Miss students/OPC interns.
Volleyball	Summer	0			
Dodgeball	Fall	0			
TOTAL		12			

Skill Events

Program	Season	2025 Participants	Date	Notes
Jr. NBA Skills Challenge	Winter	35	3/1/25	The Jr. NBA Skills Challenge is a free event that provides boys and girls ages 13 and younger the opportunity to improve upon and showcase their fundamental basketball skills.
MLB Pitch, Hit, and Run	Spring	17	5/27/25	Major League Baseball Pitch, Hit & Run is a free event that provides boys and girls -- ages 7 to 14 -- an opportunity to showcase their baseball and softball skills, while earning a chance to attend and perform during the MLB World Series!
Punt, Pass, and Kick	Fall	20	7/12/25	The Punt, Pass, and Kick is a free event where participants test their basic football skills by punting, passing, and place-kicking a football.
TOTAL		37		

OPC Sports Interns - Ole Miss Students in Sports Management Program

Semester	# of Interns	Internship Hours Completed	Skills Gained	Benefits to OPC
Spring	12	840	Youth Sports Management	Provided help during events
			Event Coordination	Allowed staff to focus on planning
Summer	2	600	Technology/software experience	Allowed programs to run more smoothly
Fall	12	800	Customer Service & Community Engagement	Strengthened OPC's partnership with Ole Miss
TOTAL	26	2240		

Athletics Summary

Athletics programs continued to bring people together and keep residents active throughout the year. Youth sports remained a highlight where hundreds of children spent their seasons learning skills, building confidence, and enjoying being part of a team with the support of committed volunteer coaches.

Adult leagues and Sport & Social programs gave residents fun, flexible ways to stay active while connecting with friends and neighbors. These programs continue to be popular options for adults looking to balance recreation, fitness, and social time.

Interns played a valuable role behind the scenes, helping with game-day operations and participant support. Their involvement not only helped programs run smoothly but also provided meaningful hands-on experience for future recreation professionals.

Overall, athletics programming supported healthy lifestyles, strong community connections, and positive experiences for residents of all ages, reinforcing the department's role as a place where people come to play, connect, and belong.

Oxford Park Commission - Camps

Youth Camps			
Camp	Date	2025 Participants	Cost
Spring Break Day Camp	March 10 - 14, 2025	70	\$100/week
Summer Day Camp			
May Camp	May 27 - 30, 2025	84	\$80/week
June Week 1	June 2 - 6, 2025	145	\$100/week
June Week 2	June 9 - 13, 2025	152	\$100/week
June Week 3	June 16 - 20, 2025	146	\$100/week
June Week 4	June 23 - 27, 2025	146	\$100/week
June Total		589	\$350/month
July Week 1	July 7 - 11, 2025	138	\$100/week
July Week 2	July 14 - 18, 2025	126	\$100/week
July Week 3	July 21 - 25, 2025	150	\$100/week
July Week 4	July 28 - 31, 2025	144	\$100/week
July Total		558	\$350/month
Fall Break Camp	October 6 - 10, 2025	69	\$100/week
Pilgrims Camp	November 24 - 26, 2025	59	\$60/week
Holly Jolly 1	December 22 - 23, 2025	48	\$40/week
Holly Jolly 2	December 29 - 31, 2025	46	\$60/week
Holly Jolly 3	January, 5, 2026	45	\$20/day
Other Fall Camps		267	
Total Camp Registrations		1652	

Oxford Park Commission - League of Champions

Program	Dates	Participants	Location
LOC Open Swim	Month ?	10	City Pool
LOC Fall Softball	Month ?	12	mTrade Park
LOC Winter Volleyball	Month ?	15	CHC
LOC Soccer	Month ?	?	mTrade Park
LOC Basketball	Month ?	?	CHC

Oxford Park Commission - Financials

OPC Activity Fund	Jan. 2025	Feb. 2025	Mar. 2025	April. 2025	May. 2025	June. 2025
Beginning Balance	\$ 157,508.20	\$ 255,872.61	\$ 323,072.85	\$ 304,117.42	\$ 342,003.90	\$ 340,354.33
Total Additions	\$ 121,434.00	\$ 89,453.06	\$ 36,363.95	\$ 95,144.45	\$ 62,315.43	\$ 75,693.92
Total Subtractions	\$ 23,813.35	\$ 23,126.86	\$ 56,375.27	\$ 58,252.52	\$ 62,169.18	\$ 40,317.54
Interest Paid	\$ 743.76	\$ 874.04	\$ 1,055.89	\$ 994.55	\$ 1,204.18	\$ 1,200.11
Ending Balance	\$ 255,872.61	\$ 323,072.85	\$ 304,117.42	\$ 342,003.90	\$ 340,354.33	\$ 376,930.82

OPC Blue Sombrero						
Beginning Balance	\$ 19,413.51	\$ 22,666.98	\$ 16,263.84	\$ 5,919.02	\$ 28,698.82	\$ 29,653.47
Total Additions	\$ 103,358.08	\$ 68,583.95	\$ 14,845.96	\$ 97,726.21	\$ 40,965.09	\$ 61,612.93
Total Subtractions	\$ 100,170.00	\$ 75,070.00	\$ 25,262.00	\$ 75,090.00	\$ 40,102.00	\$ 50,158.00
Interest paid	\$ 65.39	\$ 82.91	\$ 71.44	\$ 143.37	\$ 91.56	\$ 108.17
Ending Balance	\$ 22,666.98	\$ 16,263.84	\$ 5,919.24	\$ 28,698.82	\$ 29,653.47	\$ 41,216.57

OPC Facebook						
Beginning Balance	\$ 2,306.01	\$ 2,313.84	\$ 2,320.94	\$ 2,328.82	\$ 2,336.48	\$ 2,344.42
Total Additions	\$ -	\$ 0.00	\$ -	\$ -	\$ 0.00	\$ -
Total Subtractions	\$ -	\$ 0.00	\$ -	\$ -	\$ 0.00	\$ -
Interest Paid	\$ 7.83	\$ 7.10	\$ 7.88	\$ 7.66	\$ 7.94	\$ 7.71
Ending Balance	\$ 2,313.84	\$ 2,320.94	\$ 2,328.82	\$ 2,336.48	\$ 2,344.42	\$ 2,352.13

Total Cash on Hand -	\$280,853.43	\$341,657.63	\$312,365.48	\$373,039.20	\$372,352.22	\$420,499.52
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OPC Activity Fund	July. 2025	Aug. 2025	Sept. 2025	Oct. 2025	Nov. 2025	Dec. 2025
Beginning Balance	\$ 379,360.82	\$ 457,253.43	\$ 490,317.30	\$ 452,972.23	\$ 122,045.53	\$ 89,063.48
Total Additions	\$ 129,991.28	\$ 78,338.42	\$ 64,545.42	\$ 50,182.58	\$ 7,380.00	\$ 10,227.21
Total Subtractions	\$ 50,931.30	\$ 46,881.23	\$ 103,440.74	\$ 381,575.24	\$ 40,700.91	\$ 32,742.50
Interest Paid	\$ 1,262.63	\$ 1,606.68	\$ 1,550.25	\$ 465.96	\$ 338.86	\$ 254.86
Ending Balance	\$ 457,253.43	\$ 490,317.30	\$ 452,972.23	\$ 122,045.53	\$ 89,063.48	\$ 66,803.05

OPC Blue Sombrero						
Beginning Balance	\$ 41,216.57	\$ 39,527.22	\$ 33,744.34	\$ 13,494.55	\$ 31,797.56	\$ 50,922.46
Total Additions	\$ 98,184.94	\$ 54,193.04	\$ 29,870.06	\$ 28,418.05	\$ 18,996.72	\$ 42,105.89
Total Subtractions	\$ 100,168.00	\$ 60,092.00	\$ 50,186.00	\$ 10,176.00	\$ 16.00	\$ 234.00
Interest paid	\$ 293.71	\$ 116.08	\$ 66.15	\$ 60.96	\$ 144.18	\$ 230.96
Ending Balance	\$ 39,527.22	\$ 33,744.34	\$ 13,494.55	\$ 31,797.56	\$ 50,922.46	\$ 93,025.31

OPC Facebook						
Beginning Balance		\$ 2,360.12	\$ 2,368.13	\$ 2,375.92	\$ 2,383.99	\$ 2,391.83
Total Additions	\$ -	\$ 0.00	\$ -	\$ -	\$ 0.00	\$ -
Total Subtractions	\$ -	\$ 0.00	\$ -	\$ -	\$ 0.00	\$ -
Interest Paid	\$ 7.99	\$ 8.01	\$ 7.79	\$ 8.07	\$ 7.84	\$ 8.13
Ending Balance	\$ 2,360.12	\$ 2,368.13	\$ 2,375.92	\$ 2,383.99	\$ 2,391.83	\$ 2,399.96

Total Cash on Hand -	\$499,140.77	\$526,429.77	\$468,842.70	\$156,227.08	\$142,377.77	\$162,228.32
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Oxford Park Commission - Facility Rentals

Facility Rentals	Jan.	Feb.	Mar.	Apr.	May.	June.	July.	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Pavilions													
Stone	0	0	0	0	1	0	1	0	0	0	0	0	2
Avent	0	0	6	10	13	2	0	4	4	6	0	0	45
Bailey Branch	0	0	0	7	4	0	2	1	1	2	0	0	17
Price Hill	0	0	0	0	3	0	0	0	0	0	0	0	3
Rivers Hill	0	0	0	0	1	0	0	0	0	1	0	0	2
Garden Terrace	0	0	0	1	0	1	0	0	0	1	0	0	3
Skate Park	0	0	0	0	0	0	0	0	0	0	0	0	0
Centers													
Stone Center	10	11	0	16	21	19	13	13	8	24	20	20	175
Activity Center	9	2	0	5	9	8	0	4	0	2	4	1	44
Coach Howell Center	0	0	0	2	6	10	1	0	0	0	0	0	19
Fields													
Stone	0	0	0	0	1	0	1	0	0	0	1	0	3
Avent	0	0	0	0	0	0	0	0	0	0	0	0	0
Airport	0	0	0	0	0	0	0	0	0	0	0	0	0
Facilities													
Avent Tennis/Pickleball	0	0	0	1	0	0	0	2	0	1	0	0	4
Stone Tennis	0	0	0	0	0	0	0	0	0	0	0	0	0
City Pool	0	0	0	0	0	0	0	0	0	0	0	0	0
Rooms													
Multipurpose	10	8	0	7	13	0	1	7	3	3	8	4	64
Fencing	0	0	0	0	0	0	0	0	0	0	0	0	0
Wrestling	0	0	0	0	0	0	0	0	0	0	0	0	0
Dance	0	0	0	0	0	0	0	0	0	0	0	0	0
CHC -306	0	0	0	0	0	0	0	0	0	0	0	0	0
CHC - 307	0	0	0	0	0	0	0	0	0	0	0	0	0
Fit-N-Fun Adventures	3	3	0	3	2	1	6	3	4	4	4	1	34
LLO Room	0	0	0	0	0	0	0	0	0	0	0	0	0
Total:	32	24	6	52	74	41	25	34	20	44	37	26	415

Oxford Park Commission - LLO Classes

Facility Rentals	Jan.	Feb.	Mar.	Apr.	May.	June.	July.	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Pilates	256	245	279	241	276	204	197	327	215	352	239	159	2990
Adaptive Chair Yoga	146	156	130	97	104	121	23	143	103	132	74	64	1293
Tai Chi	53	44	30	18	39	19	0	65	45	59	24	23	419
Art	31	52	37	34	29	0	0	11	19	40	18	21	292
Dancing With A Twist	49	56	50	38	50	47	6	39	37	59	39	27	497
Yarnia	0	0	0	34	27	17	23	23	21	26	22	14	207
Yoga	238	186	230	191	185	181	194	229	200	256	151	143	2384
Digital Literacy	0	0	0	15	0	0	0	0	0	0	0	0	15
Cardio Fit & Strength Training	439	266	418	506	555	462	470	479	408	702	291	441	5437
Bridge	0	0	0	11	7	13	5	11	4	12	10	0	73
Mahjong	0	0	0	76	43	51	46	80	61	30	28	13	428
Aerobics Exercise	267	262	308	295	200	256	264	199	382	515	399	335	3682
Canasta	0	0	0	0	0	0	0	0	0	0	0	0	0
Dominoes	0	0	0	0	0	0	0	0	0	0	0	0	0
Water Aerobics	0	0	0	0	0	590	382	446	117	0	0	0	1535
Total	1479	1267	1482	1556	1515	1961	1610	2052	1612	2183	1295	1240	19,252

Oxford Park Commission - Pool

Pool	Totals	Entry Financials	Amount	Concession	
Daily Entry 4 - 55	14,291	Gross Sales	\$49,444.00	Top Selling Items	Amounts
55 & over	836	Returns	-\$183.00	Candy Bars	\$9,035.60
3 & under	540	Net Sales	\$49,261.00	Chips	\$7,481.60
Boy's and Girl's Club	489	Sales Tax	\$604.25	Popsicles	\$3,724.65
Public Daycare's	122	Total Revenue	\$49,865.25	Powerade	\$3,847.20
Swim Lesson entry	680	Processing Fee's	-\$836.95	Water	\$1,105.77
Lap Swim	667	Net Revenue	\$49,028.30		
LLO Water Aerobics	1535			Total Cash Transactions	\$16,207.65
Family Memberships	3			Total Card Transactions	\$10,998.64
Individual Memberships	1			All Total	\$27,206.29
Total	19,160				

2026 Oxford Park Commission Goals

Summer Girls Flag Football League

Summer Boys Volleyball League

Summer Co-ed Kickball League

LOC Activity Days

Implementation of new sponsorship program

Dribble - Pass - Shoot Soccer Event

Serve - Dig - Spike Volleyball Event

After School Non-Traditional Sport Training

MHSAA Pickleball State Invitational

Complete update of the OPC Policy's and Procedures Manual

There came on for consideration the matter of issuing a taxable general obligation note of the City of Oxford, Mississippi and, after a discussion of the subject matter, Alderman_____ offered and moved the adoption of the following resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMAN OF THE CITY OF OXFORD, MISSISSIPPI DIRECTING THE ISSUANCE OF A TAXABLE GENERAL OBLIGATION NOTE OF THE CITY IN A PRINCIPAL AMOUNT OF UP TO TWENTY-FIVE MILLION DOLLARS (\$25,000,000) PURSUANT TO SECTION 21-35-19, MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED, IN ORDER TO PRESERVE THE ORDER AND PUBLIC HEALTH OF THE CITY BY PROVIDING FINANCING FOR THE COSTS INCURRED OR TO BE INCURRED BY THE CITY IN CONNECTION WITH WINTER STORM FERN; AWARDING THE SALE OF SAID NOTE; PRESCRIBING THE FORM AND DETAILS OF SAID NOTE; PROVIDING CERTAIN COVENANTS OF SAID CITY IN CONNECTION WITH SAID NOTE AND DIRECTING THE PREPARATION, EXECUTION AND DELIVERY THEREOF; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen of the City of Oxford, Mississippi (the "Governing Body"), acting for and on behalf of the City of Oxford, Mississippi (the "City") are authorized by Section 21-35-19, Mississippi Code of 1972, as amended and supplemented (the "Act") to, with the unanimous vote of the Governing Body acting and present, borrow money upon the happening of any emergency caused by fire, flood, explosion, storm, earthquake, epidemic, riot or insurrection, or caused by any inherent defect due to defective construction, or when the immediate preservation of order or of public health is necessary, or when the restoration of a condition of usefulness of any public building which has been destroyed by accident appears advisable or in order to settle lawful claims for personal injuries or property damage where such municipality is liable therefor under law, exclusive of claims arising from the operation of any public utility owned by the municipality, or in order to meet mandatory expenditures required by law; and

WHEREAS, the Governing Body has determined that, in the interest of the preservation of order and the public health of the City, and in order to meet mandatory expenditures required by law, it is necessary and advisable for the City to provide financing for the costs incurred or to be incurred by the City, including, but not limited to, costs required for debris removal, the costs incurred by Oxford Utilities, including costs of mutual aid, and all other expenses incurred by the City in connection with Winter Storm Fern which struck the City beginning on January 23, 2026 causing significant damage to the City and requiring the City to meet mandatory expenditures required by law which expenditures the City has no other funds available for the payment thereof (the "Project"); and

WHEREAS, the Governing Body has determined that an emergency exists under the Act and that the expenditures necessary to finance the Project cannot be provided for from the City's current budget; and

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

WHEREAS, the Governing Body is authorized pursuant to the Act to provide financing for the Project through the issuance of a general obligation note of the City secured by a pledge of the full faith, credit and resources of the City; and

WHEREAS, the issuance of such general obligation note under the Act for the purpose of financing the Project will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City; and

WHEREAS, the Governing Body has determined that it is necessary and advisable to issue a general obligation note of the City in the aggregate principal amount of up to Twenty-Five Million Dollars (\$25,000,000) in order to finance the Project and to pay the costs of the sale and issuance of such general obligation note; and

WHEREAS, on February 17, 2026, the Governing Body, by unanimous vote of those acting and present, adopted a resolution (the "Intent Resolution") declaring the necessity for the sale and issuance of a taxable general obligation note of the City to raise money for the purpose of providing financing for the Project, and authorizing the distribution of a Notice of Note Sale (the "Notice of Note Sale") and other materials and information convenient to the sale of such note; and

WHEREAS, such general obligation note shall be designated as the Up to \$25,000,000 City of Oxford, Mississippi Taxable General Obligation Note, Series 2026 (the "Note"); and

WHEREAS, pursuant to the Intent Resolution, the Mayor of the City (the "Mayor"), Government Consultants, Inc. (the "Municipal Advisor"), Mayo Mallette PLLC ("City Counsel"), and Butler Snow LLP ("Special Counsel") prepared and distributed the Notice of Note Sale and a Proposal for Purchase (collectively, the "Request for Proposals") to prospective purchasers of the Note; and

WHEREAS, at or prior to the hour of 4:00 p.m., Mississippi time, on this 17th day of March, 2026, there were filed with the Governing Body _____ (____) proposals on the Proposal for Purchase which are attached hereto as Exhibit A (each a "Proposal") and made a part hereof for the purchase of the Note pursuant to the terms and provisions of the Request for Proposals, as follows:

Name of Bidder	Interest Rate
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WHEREAS, the Proposals have been read at length and have been considered by the Governing Body; and

WHEREAS, the Governing Body has determined that the Proposal of _____ (the "Purchaser") produces the most advantageous terms on the Note for the City; and

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

WHEREAS, the issuance of the Note for the purpose of providing funds to finance the Project will result in a substantial public benefit to the citizens of the City; and

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

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

SECTION 1. This resolution is adopted pursuant to the Act and the Constitution and laws of the State and all recitations hereinabove made are found and adjudicated to be true and correct.

SECTION 2. The Proposal of the Purchaser is hereby declared to be the best responsive Proposal and the one offering to purchase the Note at the most advantageous terms on the Note for the City.

SECTION 3. The Proposal of the Purchaser be, and the same is hereby, accepted, subject to the conditions of the Proposal of the Purchaser and this resolution.

SECTION 4. The Mayor be, and she is hereby, authorized and directed to accept the Proposal of the Purchaser and to endorse upon the Proposal of the Purchaser, for and on behalf of the City, a suitable notation as evidence of the acceptance of the Proposal of the Purchaser and to do all other acts and things required to evidence the City's acceptance thereof.

SECTION 5. Proceeding under the authority of the Act, there shall be and there is hereby authorized and directed to be issued a Taxable General Obligation Note, Series 2026 of the City in the aggregate principal amount of up to Twenty-Five Million Dollars (\$25,000,000) for the purpose of providing financing for the Project and paying the costs of the sale and issuance of the Note. In consideration of the purchase and acceptance of the Note, this resolution shall constitute a contract between the City and the registered holder from time to time of the Note. Pursuant to the Act, the Note shall be a general obligation of the City, and the full faith, credit and resources of the City are hereby irrevocably pledged for the payment of the principal of and interest on the Note. For the purposes of effectuating and providing for the payment of the principal of and interest on the Note, as the same shall mature and accrue, there shall be and is hereby levied a direct, continuing special ad valorem tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Note; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Note Fund (as hereinafter defined), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Note due during the ensuing fiscal year of the City. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other

taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Note as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this Section 5, such failure shall not impair the right of the registered holder of the Note in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Note, both as to principal and interest.

SECTION 6. The Note will be dated from the date of its delivery; will be delivered in a single denomination of up to \$25,000,000; will be numbered R-1; will be issued in registered form; will mature on April 1, 2031, and will bear interest from the date of each advance of principal on the Note at the rate of _____% per annum. Interest on the Note will be payable annually on April 1, commencing April 1, 2027, and will be computed on the basis of a 360-day year consisting of twelve (12) consecutive thirty (30) day months.

If the date for payment of the principal of and interest on the Note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the normal day of payment.

SECTION 7. At the option of the City, all or a portion of the principal amount of the Note may be advanced periodically, from time to time; provided, however, that the total aggregate principal amount of all advances shall not exceed \$25,000,000 and each advance must be in an amount of at least \$100,000; provided, further, that the final advance may be in an amount less than \$100,000. The last advance on the Note shall be no later than twelve (12) months from the date of issuance of the Note.

The Purchaser will make a notation of the date and amount of each advance on the grid to be attached to the Note. Failure of the Purchaser to make such a notation on the Note shall not affect the obligation of the City to repay such principal advance pursuant to the terms and provisions of the Note.

Interest will be payable by check or draft of the City made by the City Clerk of the City (the "City Clerk"), acting as paying and transfer agent for the Note (the "Paying and Transfer Agent"), and made payable to the registered owner of the Note named in, and mailed to the address appearing on the registration books of the City (the "Registration Books") on each April 1, commencing April 1, 2027. Principal of the Note will be due in full at final maturity on April 1, 2031, at the office of the Paying and Transfer Agent.

SECTION 8. The Note will be subject to redemption prior to maturity, at the option of the City, in whole, on any date, or in part, on any date, at the principal amount thereof together with accrued interest to the date fixed for redemption and without premium. Unless waived in writing, notice of each such redemption shall be mailed, postage prepaid, or emailed, not less than five (5) business days prior to the redemption date, to the registered owner of the Note to be redeemed at the address appearing on the Registration Books.

If the Note is redeemed in part, amounts paid in connection with such partial redemption shall be applied first to interest to the extent then accrued and the remainder shall be applied to principal. In case the Note is to be redeemed in part only, the notice of redemption for the Note shall state the part or portion thereof to be redeemed.

Notice having been given in the manner and under the conditions hereinabove provided, the Note or portions thereof so called for redemption shall, on the date designated for redemption in such notice, become and be due and payable at the redemption price provided for redemption of the Note or portions thereof on such date. On the date so fixed for redemption, provided moneys for payment of the redemption price shall be held in a separate account(s) by the Paying and Transfer Agent in trust for the holder of the Note or portions thereof to be redeemed, interest on the Note or portions thereof so called for redemption shall cease to accrue, such Note or portions thereof shall cease to be entitled to any lien, benefit or security under this resolution, and the holder of the Note or portions thereof shall have no right in respect thereof except to receive payment of the redemption price thereof.

SECTION 9. Pursuant to the authority granted by the Act and the Registered Bond Act, being Sections 31-21-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Registered Bond Act"), the Note shall be executed by the manual signature of the Mayor and the official seal of the City shall be affixed or otherwise reproduced thereon, attested by the City Clerk, and the Note shall be authenticated by the City Clerk on behalf of the City, as Paying and Transfer Agent. The Paying and Transfer Agent shall authenticate the Note by executing the Certificate of Registration and Authentication thereon and the Note shall not be valid or become obligatory for any purpose until such certificate shall have been duly executed by the Paying and Transfer Agent. Such certificate, when duly executed on behalf of the City, shall be conclusive evidence that the Note so authenticated has been duly authenticated and delivered. The validation and registration certificate, for which provision is hereinafter made, to appear on the Note, shall be executed by the City Clerk, and the said certificate may be executed by the manual or facsimile signature of the City Clerk. The Note shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of their sale and award and this resolution. Prior to or simultaneously with the delivery by the Paying and Transfer Agent of the Note, the City shall file with the Paying and Transfer Agent: (a) a copy, certified by the City Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, sale, issuance and validation of the Note; and (b) an authorization to the Paying and Transfer Agent, signed by the Mayor, to authenticate and deliver the Note to the Purchaser. At delivery, the Paying and Transfer Agent shall authenticate the Note and deliver it to the Purchaser upon payment of the purchase price of the Note to the City in accordance with this resolution. When the Note shall have been executed as herein provided, it shall be registered as an obligation of the City in the Registration Books, and the City Clerk shall cause to be imprinted upon the Note, over her signature and seal, her certificate in substantially the form set out in Section 10 hereof.

SECTION 10. The form of the Note, the certificates to appear on the Note and the Certificate of Registration and Authentication shall be in substantially the following forms and the Mayor and the City Clerk be, and are hereby, authorized and directed to make such changes, insertions and omissions therein as may in their opinions be required:

[FORM OF NOTE]

**THE SALE, ASSIGNMENT, REPLACEMENT OR TRANSFER
OF THIS NOTE IS SUBJECT TO THE RESTRICTIONS IMPOSED
THEREON BY THE WITHIN MENTIONED RESOLUTION**

**INTEREST ON THIS NOTE SHOULD BE TREATED AS INCLUDABLE
IN GROSS INCOME OF THE HOLDER HEREOF FOR
FEDERAL INCOME TAX PURPOSES**

Registered

No. R-1

Up to \$25,000,000

**UNITED STATES OF AMERICA
CITY OF OXFORD, MISSISSIPPI
TAXABLE GENERAL OBLIGATION NOTE,
SERIES 2026**

The City of Oxford, Mississippi (the "City") for value received, hereby promises to pay to _____, as registered holder hereof, or its legal representatives or registered assigns as hereinafter provided (the "Registered Holder") at the times and in the amount set forth below, the principal sum drawn hereunder up to but not to exceed

TWENTY-FIVE MILLION DOLLARS

in any coin or currency of the United States of America which, on the date of payment thereof is legal tender for the payment of public and private debts, and to pay in like coin or currency, interest thereon from and including the date of each advance hereon at the rate of _____% per annum payable on April 1 of each year, commencing on April 1, 2027. Interest will be payable by check or draft of the City made by the City Clerk of the City (the "Paying and Transfer Agent") and made payable to the Registered Holder of this Note as of the close of business on the date which shall be the fifteenth (15th) day (whether or not a business day) preceding such interest payment date and named in and mailed to the address appearing on the registration books of the City held and maintained by the Paying and Transfer Agent. Interest on this Note will be computed on the basis of a 360-day year consisting of twelve (12) consecutive thirty (30) day months. Principal of the Note will be payable in full at final maturity on April 1, 2031, unless earlier redeemed, upon surrender of this Note to the Paying and Transfer Agent.

At the option of the City, all or a portion of the principal amount of the Note may be advanced periodically, from time to time; provided, however, that the total aggregate principal amount of all advances shall not exceed \$25,000,000 and each advance must be in an amount of at least \$100,000; provided, further, that the final advance may be in an amount less than \$100,000. Interest shall begin to accrue on the principal amount of each advance only from the date of each such advance. Each such advance will be recorded by the Registered Holder hereto in the place provided therefor on this Note, along with the date of such advance. The last advance on this Note shall be no later than twelve (12) months from the dated date of this Note.

This Note is issued pursuant to the authority of and in full compliance with Section 21-35-19, Mississippi Code of 1972, as amended and supplemented (the "Act"), and resolutions duly and unanimously adopted by the Mayor and Board of Aldermen of the City on February 17, 2026, and March 17, 2026 (collectively, the "Resolution"). This Note is subject to all terms and conditions of the Resolution. Terms not otherwise defined herein shall have the same meanings ascribed to them in the Resolution.

This Note is issued to provide financing for the costs incurred or to be incurred by the City to (a) pay the costs required for debris removal, the costs incurred by Oxford Utilities, including costs of mutual aid, and all other expenses incurred by the City in connection with Winter Storm Fern which struck the City beginning on January 23, 2026, causing significant damage to the City and requiring the City to meet mandatory expenditures required by law which expenditures the City has no other funds available for the payment thereof ; and (b) pay the costs of the sale and issuance of this Note.

This Note shall be a general obligation of the City and shall be secured by a pledge of the full faith, credit and resources of the City. For the purposes of effectuating and providing for the payment of the principal of and interest on the Note, as the same shall mature and accrue, there shall be levied a direct, continuing special ad valorem tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Note; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Note Fund established pursuant to the Resolution, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Note due during the ensuing fiscal year of the City. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount. The avails of said tax are irrevocably pledged for the payment of the principal of and interest on the Note as the same shall respectively mature and accrue. Should there be a failure in any year to comply with these requirements, such failure shall not impair the right of the registered holder of the Note in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Note, both as to principal and interest.

This Note will be subject to redemption prior to maturity, at the option of the City, in whole or in part, on any date, at the principal amount thereof together with accrued interest to the date fixed for redemption and without premium. Unless waived in writing, notice of each such redemption shall be mailed, postage prepaid, or emailed, not less than five (5) business days prior to the redemption date, to the registered owner of the Note to be redeemed at the address appearing on the registration books of the City maintained by the Paying and Transfer Agent.

If this Note is redeemed in part, amounts paid in connection with such partial redemption shall be applied first to interest to the extent then accrued and the remainder shall be applied to principal. In case this Note is to be redeemed in part only, the notice of redemption for this Note shall state the part or portion thereof to be redeemed.

Notice having been given in the manner and under the conditions hereinabove provided, this Note or portions thereof so called for redemption shall, on the date designated for redemption in such notice, become and be due and payable at the redemption price provided for redemption of this Note or portions thereof on such date. On the date so fixed for redemption, provided moneys for payment of the redemption price shall be held in a separate account(s) by the Paying and Transfer Agent in trust for the Registered Holder of this Note or portions thereof to be redeemed, interest on this Note or portions thereof so called for redemption shall cease to accrue, such Note or portions thereof shall cease to be entitled to any lien, benefit or security under the Resolution, and the Registered Holder of this Note or portions thereof shall have no right in respect thereof except to receive payment of the redemption price thereof.

If the date for payment of the principal of or interest on this Note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the normal day of payment.

This Note may be transferred or exchanged by the Registered Holder hereof in person or by his attorney duly authorized in writing at the principal office of the Paying and Transfer Agent, but only in the manner, subject to the limitations in the Resolution, and upon surrender and cancellation of this Note. Upon such transfer or exchange, a new note of like amount, tenor and maturity will be issued.

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

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed precedent to and in the issuance of this Note exist, have happened and have been performed in regular and due form and time as required by the laws and the provisions of the Constitution of the State of Mississippi applicable thereto, and that the issuance of this Note does not violate any constitutional or statutory limitation or provision.

This Note shall bind the City and its successors and assigns, and the benefits hereof shall inure to the Registered Holder hereof and its successors and assigns.

IN WITNESS WHEREOF, the City of Oxford, Mississippi has issued this Note and has caused the same to be executed by the Mayor of the City and attested by the City Clerk of the City and its seal to be impressed hereon, all as of the ____ day of _____, 2026.

(SEAL)

CITY OF OXFORD, MISSISSIPPI

By _____
Mayor

ATTEST:

City Clerk

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This is the Note described in the within mentioned Resolution of the Mayor and Board of Aldermen of the City of Oxford, Mississippi.

**CITY OF OXFORD, MISSISSIPPI, as
Paying and Transfer Agent**

By _____
City Clerk

Date of Registration and Authentication: _____

VALIDATION AND REGISTRATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

I, Leslie McCormick, City Clerk of the City of Oxford, Mississippi, do hereby certify that the issuance of the within Note has been validated and confirmed by decree of the Chancery Court of Lafayette County, Mississippi, rendered on the ____ day of _____, 2026 pursuant to the Act and that the within Note has been registered as an obligation of said City pursuant to law in a record kept in my office for that purpose.

(SEAL)

City Clerk of the City of Oxford,
Mississippi

ASSIGNMENT

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

(Name and Address of Assignee)

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

Signature guaranteed:

(Bank, Trust Company or Paying Agent)

(Authorized Officer

Date of Assignment: _____

Insert Social Security Number or other Tax
Identification Number of Assignee

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

RECORD OF MULTIPLE ADVANCES

[illegible]

[END OF FORM OF NOTE]

SECTION 11. Subject to the restrictions contained herein, the registration of the Note may be transferred upon the Registration Books upon delivery to the Paying and Transfer Agent, accompanied by a written instrument or instruments of transfer in form and with guaranty of signatures satisfactory to the Paying and Transfer Agent, duly executed by the registered holder of the Note or by his attorney-in-fact or legal representative, containing written instructions as to the detail of transfer of the Note, along with the social security number or federal employer identification number of such transferee. In all cases of a transfer of the Note, the Paying and Transfer Agent shall at the earliest practical time according to the provisions of this resolution enter the transfer of ownership in the Registration Books and shall deliver in the name of the transferee a new fully registered note identical to the Note. The City may charge the registered holder of the Note for the registration of every such transfer of the Note sufficient to reimburse it for any tax, fee or any other governmental charge required (other than by the City) to be paid with respect to the registration of such transfer, and may require that such amounts be paid before any new such Note shall be delivered.

The Note may only be transferred upon compliance by the registered holder of the Note with the terms and provisions of this resolution, specifically; the registered holder of the Note must obtain from the Purchaser or transferee thereof, and deliver to the City on or before the closing date thereof or the date of transfer, a document satisfactory to the City to the effect that:

(a) The Purchaser or transferee, without reliance on others, certifies that it has conducted its own investigations, to the extent it deems satisfactory or sufficient, into matters relating to the business, properties, management, and financial position and results of operations of the City; it has received such information concerning the City as it deems to be necessary in connection with its purchase of the Note; and during the course of this transaction and prior to the purchase of the Note, it has been provided with the opportunity to ask questions of and receive answers from representatives of the City concerning the terms and conditions of the offering of the Note, and to obtain any additional information needed in order to verify the accuracy of the information obtained;

(b) The Purchaser or transferee, without reliance on others, certifies that it has sufficient knowledge and experience in financial and business matters, including purchase and ownership of taxable municipal and other obligations, to be able to evaluate the risks and merits of the Note;

(c) The Purchaser or transferee certifies that it is purchasing the Note for its own account as evidence of a privately placed and negotiated sale of the Note and not for resale at a profit, and that it is its present intention to hold the Note to maturity or earlier redemption in accordance with Rule G-34 of the Municipal Securities Rulemaking Board;

(d) The Purchaser or transferee will acknowledge that it has not been provided with any information from Special Counsel and has not in any way relied upon Special Counsel (other than as set forth in its approving opinion as Special Counsel delivered on the date of issuance of the Note) for information about the City in connection with its purchase of the Note;

(e) The Purchaser or transferee acknowledges that no application for a rating for the Note from a nationally recognized rating agency has been made and none is expected to be made;

(f) The Purchaser or transferee certifies that while it has no present intention to resell or otherwise dispose of all or any part of the Note purchased by it, such Purchaser or transferee assumes responsibility, at its own cost, for disclosing all material information in compliance with all applicable federal and state securities laws in the event of its resale or transfer of the Note;

(g) The Purchaser or transferee certifies that it has been informed and understands that no disclosure document has been prepared in connection with the sale and delivery of the Note and that the Note is not subject to any continuing disclosure undertaking pursuant the SEC Rule 15c2-12.

(h) The Purchaser is an institutional "accredited investor" as defined in Regulation D promulgated under the Securities Act of 1933, as amended (the "1933 Act") and/or a "qualified institutional buyer" within the meaning of Rule 144A under the 1933 Act.

SECTION 12. The Governing Body hereby adopts the following conditions which are to apply to the transfer, exchange and replacement of the Note, and other similar matters.

**CONDITIONS AS TO THE ISSUANCE, TRANSFER,
EXCHANGE AND REPLACEMENT OF THE NOTE**

"Paying and Transfer Agent" as used in these Conditions means, as to the Note, the City Clerk or a bank or banks designated by action of the Governing Body as the Paying and Transfer Agent with respect to the Note and whose duties and responsibilities shall be as further limited or set forth in the form of Note.

The principal of the Note shall be payable at maturity of the Note (unless earlier redeemed) by check or draft drawn by or upon the Paying and Transfer Agent, as applicable, made payable to the Purchaser as the registered owner of the Note. The Note shall bear interest at the interest rate set forth herein. Interest on the Note shall be payable by check or draft drawn by or upon the Paying and Transfer Agent, as applicable, made payable to the Purchaser as the registered owner of the Note.

The Note, upon surrender thereof at said office of the Paying and Transfer Agent with a written instrument of transfer satisfactory to such Paying and Transfer Agent duly executed by the registered owner or its authorized attorney, may be exchanged for a Note of like maturity and interest rate of the same denomination. Such new Note shall be dated as of the date of the initial delivery of the Note and shall bear interest from said date.

So long as the Note shall remain outstanding, the City shall cause the Paying and Transfer Agent to maintain and keep, at the offices of the City, Registration Records for the registration of the Note, and upon presentation of the Note for such purpose at such offices, the City shall cause to be registered thereon, and

permit to be transferred thereon, under such reasonable regulations as the Paying and Transfer Agent may prescribe. So long as the Note remains outstanding, the City shall make all necessary provisions to permit the exchange of the Note at the offices of the City.

The Note shall be transferable in accordance with this resolution only upon the registration records which shall be maintained for that purpose at the offices of the City, by the registered owner thereof in person or its authorized attorney, upon surrender thereof, together with a written instrument of transfer satisfactory to the Paying and Transfer Agent, duly executed by the registered owner or its authorized attorney, and upon such transfer there shall be issued in the name of the transferee a new Note in registered form in the same aggregate principal amount and of like maturity and interest rate as the Note surrendered. Any Note issued in connection with a transfer shall be dated in the same manner provided above for the dating of the Note issued in connection with exchanges.

The Paying and Transfer Agent shall not be required to exchange or transfer the Note for a period of fifteen (15) days next preceding the maturity date of the Note. The transfer of the Note shall be subject to the satisfaction of the provisions of Section 11 hereof.

Any Note surrendered in any exchanges or transfers shall forthwith be canceled by the Paying and Transfer Agent.

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

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

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

Except as otherwise required by law, if (a) the mutilated Note is surrendered to the Paying and Transfer Agent at the offices of the City, or the Paying and Transfer Agent receives evidence to its satisfaction of the destruction, loss or theft of the Note and (b) there is delivered to the Paying and Transfer Agent such

security and/or indemnity as may be required by it and by the City to save harmless the Paying and Transfer Agent, and as otherwise required by law, then, in the absence of notice to the Paying and Transfer Agent that such Note has been acquired by a bona fide purchaser as such term is defined in the Uniform Commercial Code as it is then in effect in the City, the Paying and Transfer Agent shall authenticate and deliver, in exchange for the mutilated Note, or in lieu of such destroyed, lost or stolen Note, a new Note of like tenor and principal amount, bearing a number not contemporaneously outstanding. The Paying and Transfer Agent shall thereupon cancel the Note so surrendered.

A new Note issued pursuant to this Section 12 in lieu of any surrendered, destroyed, lost or stolen Note shall constitute a contractual obligation of the City and shall be entitled to all benefits of this resolution. The Note shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of a mutilated, destroyed, lost or stolen Note, and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of a mutilated, destroyed, lost or stolen Note or securities.

Notwithstanding the foregoing provisions of these conditions, no Note shall be exchanged for another Note or be registered or transferred or issued or delivered by or on behalf of the Paying and Transfer Agent pursuant to this Section 12 at the request of a holder or owner of the Note, except upon payment to such Paying and Transfer Agent by or on behalf of such holder or owner of a charge sufficient to reimburse the Paying and Transfer Agent for any tax, fee, or other governmental charge required to be paid with respect to the transaction.

The Paying and Transfer Agent may treat and consider the person in whose name the Note shall be registered upon the registration records as herein provided as the holder and absolute owner thereof, whether the Note shall be overdue or not, for the purpose of receiving payment of the principal thereof, premium, if any, and interest thereon and for all other purposes whatsoever; provided, however, payment of, or on account of, the principal of, premium, if any, and interest on the Note shall be made only to, or upon the order of, such registered owner, and such payment so made shall be valid and effective to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid, and the Paying and Transfer Agent shall not be affected by any notice to the contrary.

If the date for payment of the principal of or interest on the Note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the normal day of payment.

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

SECTION 14. If (a) the City shall pay or cause to be paid to the holder of the Note the principal of, and interest to become due thereon at the times and in the manner stipulated therein and herein, and (b) the City shall have kept, performed and observed all and singular the covenants and promises in the Note and in this resolution expressed as to be kept, performed and observed by it or on its part, then the Note shall cease to be entitled to any lien, benefit or security under this resolution and shall no longer be deemed to be outstanding hereunder.

SECTION 15. The person in whose name the Note shall be registered in the registration records may be deemed the absolute holder thereof for all purposes, and payment of or on account of the principal of or interest on the Note shall be made only to or upon the order of the registered holder thereof, or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

SECTION 16. (a) The City shall maintain with a qualified depository thereof a special fund hereby created in the name of the City designated as the "Series 2026 Emergency Borrowing Note Fund" (the "Note Fund") for the payment of the principal of and interest on the Note and the payment of the Paying and Transfer Agent's fees in connection therewith, if any. There shall be deposited into the Note Fund as and when received:

(1) the avails of any of the ad valorem taxes levied and collected pursuant to Section 5 hereof;

(2) any income received from investment of monies in the Note Fund; and

(3) any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Note, including funds received as reimbursement from the Federal Emergency Management Agency or the Mississippi Emergency Management Agency, and which the Governing Body, in its discretion, may direct to be deposited into the Note Fund.

(b) As long as any principal of and interest on the Note remains outstanding, the City Clerk is hereby irrevocably authorized and directed to withdraw from the Note Fund sufficient monies to make the payments herein provided for.

SECTION 17. (a) The principal proceeds received, from time to time, from the sale of the Note shall be deposited with a qualified depository of the City in a special fund hereby created in the name of the City designated as the "Series 2026 Emergency Borrowing Note Project Fund" from which there shall be first paid by the City Clerk all expenses, premiums, fees and commissions incurred and deemed necessary or advantageous in connection with the authorization, sale, issuance, validation and delivery of the Note, including but not limited to, Special Counsel fees and legal expenses, City Counsel fees and expenses, Municipal Advisor fees and expenses, and all claims that may have been incurred to date in connection with the Project, which payments shall subsequently be approved and ratified by the Governing Body.

(b) The balance of such proceeds shall be used, to the extent permitted by law, (1) for the Project or to reimburse the City for any expenses in connection with the Project; (2) to pay engineering, fiscal, trustee, printing, accounting, construction manager, feasibility consultant, legal expenses and development expenses incurred in connection with the Project and the costs of the sale and issuance of the Note; and (3) to pay costs related to any suits and proceedings in connection with the Project, including any costs of settlement thereof.

SECTION 18. Interest on the Note should be treated as includable in gross income of the holders thereof for federal income tax purposes. Pursuant to the Act, interest on the Note is exempt from State of Mississippi income taxes.

SECTION 19. Each member of the Governing Body, the Mayor and the City Clerk are hereby authorized to execute such documents, instruments and papers, and do such acts and things as may be necessary or advisable in connection with the authorization, sale, preparation, validation, execution, issuance and delivery of the Note.

SECTION 20. The decisions and determinations made by the Mayor, the City Clerk, City Counsel, the Municipal Advisor and Special Counsel relating to the Note, and the actions taken by them in connection with the preparation and distribution of the Request for Proposals are hereby approved and ratified by the Governing Body.

SECTION 21. Except as otherwise expressly provided herein, nothing in this resolution, express or implied, is intended or shall be construed to confer upon any person or firm or corporation other than the City, the Purchaser and the Paying and Transfer Agent, any right, remedy, or claim, legal or equitable, under and by reason of this resolution or any of the provisions hereof. This resolution and all of its provisions are intended to be and shall be for the sole and exclusive benefit of the City, the Governing Body and the Purchaser.

SECTION 22. All covenants, stipulations, obligations and agreements of the City contained in this resolution shall be binding upon the City, and, except as otherwise provided in this resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the City by the provisions of this resolution shall be exercised or performed by the City. No stipulation, obligation or agreement herein contained or any other document necessary to conclude the sale and issuance of the Note shall be deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the City, including the Governing Body, in his or her individual capacity, and no such officer, agent or employee shall be personally liable on the Note or be subject to personal liability or accountability by reason of the sale and issuance thereof.

SECTION 23. In the event any scrivener's errors shall be discovered in this resolution after the adoption hereof but prior to the issuance of the Note, the Governing Body hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this resolution prior to the issuance of the Note.

SECTION 24. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other

provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

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

Alderman Erin Smith voted:	_____
Alderman Mark Hulse voted:	_____
Alderman Brian Hyneman voted:	_____
Alderman Kesha Howell Atkinson voted:	_____
Alderman Preston E. Taylor voted:	_____
Alderman Jason Bailey voted:	_____
Alderman Mary Martha Crowe voted:	_____

The motion having received the affirmative vote of all of the members of the Governing Body present, being a quorum of said Governing Body, the Mayor declared the motion carried and the resolution adopted this 17th day of March, 2026.

Mayor

(SEAL)

ATTEST:

By _____
City Clerk

99671860.v1

EXHIBIT A
FORMS OF PROPOSALS



Estimate

ADDRESS

Mark Levy
City of Oxford

ESTIMATE 1282
DATE 03/16/2026
EXPIRATION DATE 08/01/2026

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
05/01/2026	Tree Inventory	Green Groves Proposal for Tree Inventory for the City of Oxford, Mississippi - Updated 3/16/26 Collection of up to 9000 locations of current trees in the city of Oxford with the following data fields collected: 1) GPS Coordinates - collected by handheld cell phones and/or iPads using the cellular network aided with satellite imagery to place the coordinates as close as possible to the actual tree location 2) Genus/Species 3) Tree Size (measured to the nearest inch at 4.5 feet above ground; also referred to as Diameter at Breast Height abbreviated DBH); height and width (approx in 10' increments) 4) Health Condition; the scale and terminology to be determined with input from City of Oxford to make the inventory the most useful for analysis and action. 5) Tree Risk Assessment; a level 2 inspection conducted for each tree with a risk rating given based on a target standard determined with input from the City of Oxford to make the information the most useful for analysis and action. 6) Maintenance Needs (from pre-determined drop down menu with input from the city) 7) Priority Ranking of Maintenance (priority 1st year, 2nd year, 3rd year) Ice Storm Related Data Fields 1) Storm Cleanup Performed (Yes/No) 2) Storm Damage Severity (None, Minor, Moderate, Severe) 3) Damage Type (exact types to be determined with input from city) 4) Impact on Tree Lifespan (None/Reduced/Terminal)	9,000	7.55	67,950.00

5) Tree Defects (exact types to be determined with input from city)

In addition, proposed planting locations can be collected, if desired, to identify areas that may be available for new tree planting with the following data fields:

- 1) Available Soil Volume for Planting (small, medium, large, extra-large)
- 2) Overhead Utility Conflicts (yes or no)

Client Responsibilities:

- Provide Green Groves with maps showing areas to be inventoried and any other relevant information including a Shapefile with data layers indicating desired areas; right-of-way information to ensure inventory is conducted on city property or city-managed property.
- Provide contact available for questions as needed from Green Groves team to ensure quality and timeliness of service.
- Kick off meeting with Green Groves to review scope and process with City of Oxford staff.

Cost: rate of \$7.55 per tree/stump collected as specified above. Flat rate of \$4.00 per proposed planting location collected. Additional trees beyond the original scope of 9000 requested may be inventoried if desired by the City of Oxford with additional time likely required to complete the scope.

Terms:

Start Date: Within 4 weeks of a notice to proceed from the city of Oxford.

Desired Start Date: May 1, 2026

Completion Date: within 90 days of the start date.

Payment: payment is due within 30 days following the full data delivery.

Notes:

- Tree inventory data will be collected in ArcGIS Field Maps application via handheld cell phones and/or iPads. ANSI A300 Standards and ISA BMPs for Tree Inventories will be followed in data collection. Raw tree data will be provided to the City of Oxford as an ESRI Shapefile and as an Excel spreadsheet.
- Additional Data Points can be collected for an additional cost if desired or required.
- The Genus/Species data field and

Condition data field are more accurate when inventory work is done while trees have leaves. The desired start date is May 1, 2026 if we were to be awarded the project.
- The Green Groves team is led by Matt Nielson; additional staff would be utilized for this project if we are selected to perform the described work.

Payment can be made by check or through Venmo @Matt-Nielson.

Thank you for your business!

SUBTOTAL	67,950.00
TAX	0.00
TOTAL	\$67,950.00

Accepted By

Accepted Date



Oxford's Urban Forest Recovery Roadmap

A Data-Driven Strategy

Prepared for: City of Oxford, MS

Prepared by: Eocene Environmental Group

Date: 2.16.26

contractadmin@eocene.com | 888.972.5930

February 16, 2026

City of Oxford, MS

Re: Oxford Urban Forest Ice Storm Recovery Plan

The January 2026 ice storm devastated Oxford's urban forest. Now, as the City moves from cleanup to recovery, you need more than a re-inventory – you need a research-informed strategy that identifies what was lost, what survived, and where to focus replanting efforts for long-term resilience.

Eocene Environmental Group is uniquely positioned to lead Oxford's recovery. Our team wrote the research protocols for this exact work: *Standardizing Pre- and Post-Storm Data Collection for Urban Forestry Research* (2025). We know how to collect and compare pre- and post-storm data to tell you not just what happened, but what to do about it.

What sets us apart:

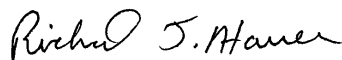
- **Ready for Fall Planting:** 4-week fieldwork means you can plan for new trees this year.
- **Research Credibility:** Published methodology for exactly this type of storm assessment and recovery planning.
- **Independent Analysis:** Fresh perspective on damage patterns and species performance, not tied to previous data collection.
- **Strategic Framework:** Graphic-heavy recovery plan showing damage intensity, species resilience, and prioritized replanting zones – not just lists of trees and locations.
- **Data Flexibility:** Our data collection method works in any GIS-based system without a proprietary lock-in.

This proposal delivers:

- Complete re-inventory of ~9,000 public trees (parks, streets, and public facilities) with storm damage assessment and cataloging of ~3,500 potential planting sites
- Tree change analysis comparing 2018 baseline to post-storm conditions
- Damage intensity heat maps showing hardest-hit neighborhoods
- Species performance analysis (which species survived, which didn't)
- Strategic replanting framework with 5-year targets and species diversity goals
- Infographic summary for elected officials and public communication
- Final delivery by end of August 2026

Our team is ready to deliver the data and strategy that Oxford needs to rebuild strategically.

Sincerely,



Richard Hauer, BCMA, Ph.D.
Director of Urban Forestry
RHauer@eocene.com | 715.310.6939

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PROJECT APPROACH

General Understanding & Goals

Oxford's urban forest suffered catastrophic damage during the January ice storm. With cleanup largely complete, the City now faces critical decisions about recovery and replanting. Eocene understands that Oxford needs:

- ✓ A current, accurate inventory of surviving trees and their post-storm condition
- ✓ Analysis of which neighborhoods and tree species were hardest hit
- ✓ Clear understanding of which species performed well vs. poorly under ice load
- ✓ Strategic framework for replanting that prioritizes resilience and diversity
- ✓ Visual, map-based deliverables that communicate findings to staff, Board, and public
- ✓ Efficient turnaround so planting can begin in fall 2026

Rather than just a re-inventory, this project is a research-informed recovery initiative. Oxford's 2018 inventory provides the baseline; our standardized post-storm protocols will document what changed and why, then translate those findings into actionable recovery strategies.

Research Foundation: Why Eocene

Eocene's Director of Urban Forestry co-authored the definitive protocols for this exact work: *Standardizing Pre- and Post-Storm Data Collection for Urban Forestry Research* (Hauer et al., 2025, *Arboriculture & Urban Forestry*). DOI: <https://doi.org/10.48044/jauf.2025.024>.

This peer-reviewed publication establishes the scientific framework for comparing pre-storm and post-storm urban tree inventories to:

- Quantify storm impacts at the tree, species, and community level
- Identify species vulnerability and resilience patterns
- Assess how storm damage affects tree longevity and ecosystem services
- Document recovery actions and their effectiveness
- Inform science-based replanting strategies

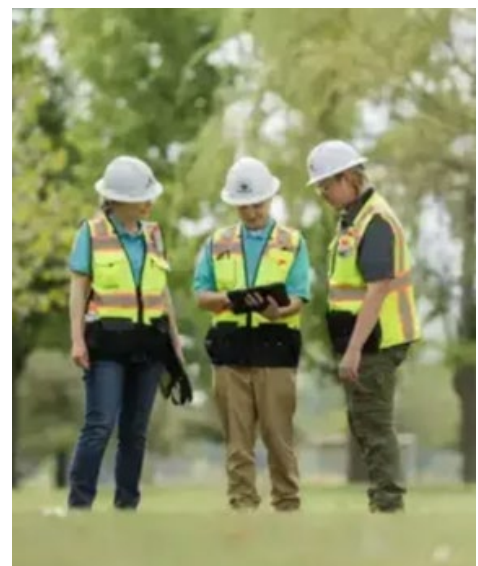
Oxford's recovery will benefit from methods tested and validated through years of post-storm research. You're not getting a generic tree inventory – you're getting a scientifically rigorous damage assessment and recovery framework.

Our project approach integrates field assessment, change analysis, and strategic recovery planning. How we would complete the project is described below.

Task 1: Tree Inventory

Field Data Collection: Three certified arborists will conduct a complete field inventory of all public trees (streets, parks, municipal properties) over a one-month period. We will use the 2018 inventory to aim for tree-by-tree matching and comparison where feasible.

For this project, all City-maintained trees along streets, in parks and cemeteries, and at public facilities will be inventoried. The



previous inventory does not appear to include all these areas, so we will likely have more trees (8,000 to 9,000 total) compared to the previous inventory. Our proposed data collection fields are listed in Exhibit 1, which includes storm-specific fields. These allow us to answer Oxford's critical questions: what species failed and which survived, and where was damage concentrated?

In addition, any tree identified as an urgent safety concern will be reported immediately to the City (within 24 hours). We understand that public safety and comfort are vital, and this is a standard Eocene brings to every project.

Alternatively, if data is collected by City staff or another company, we can use their provided data for tasks 3 and 4 below.

Data Ownership: All collected data will be delivered to and owned by the City. We will provide any requested formats, including shapefiles, geodatabases, and CSV/Excel files. The software we commonly use to



collect data, FieldNote, integrates easily with the City's existing GIS systems. If the City has a current data collection system, such as ArcGIS Field Maps, we can use the City's information and collect data within that system.

Quality Assurance & Control: Project staff are trained both before the project and on-site to ensure accuracy and consistency. Additionally, each staff member is observed in the field at the project's onset and will receive guidance and further training as needed to meet our Quality Assurance (QA) requirements. We are familiar with local tree species, having worked on nearby projects. ISA Board-Certified Master Arborist supervisors conduct on-site training, remote and on-site data checks, staff observations, and periodic fieldwork.

Data is calibrated weekly through office-based analysis and field verification. Any discrepancies or uncertainties are subject to secondary validation to ensure data integrity. We also encourage City staff to perform on-site verification of collected data. We will work with the City's team to achieve a high level of accuracy, which starts with the field calibration kickoff. Eocene assures that if any errant site location is detected, we will promptly correct it. For additional quality control and communication, we can also provide the City with a login to our FieldNote inventory system so you can monitor project progress.

Task 2: Planting Site Assessment

Knowing where to plant is crucial for the City's recovery plan. Done in conjunction with the tree inventory, our team can identify and assess future planting sites in the right-of-way along streets, showing where trees were lost or gaps exist. For an estimated 3,500 sites, we will record:

- Location (GPS coordinates, address)
- Growing space dimensions
- Site constraints (utilities)

Exhibit 1. Tree inventory parameters

Standard Data Fields

- ☒ Unique Tree ID
- ☒ Location (GPS Coordinates, Address)
- ☒ Tree Genus, Species, & Common Name
- ☒ Tree Size: DBH, Height, Spread
- ☒ Tree Condition (ISA or CTLA)
- ☒ Maintenance Needs
- ☒ Priority Ranking of Maintenance
- ☒ Tree Risk Rating (ISA TRAQ Method)

Storm Specific Data Fields

- ☒ Storm Cleanup Performed?
- ☒ Storm Damage Severity
(None/Minor/Moderate/Severe)
- ☒ Damage Type (Crown loss, limb failure, stem failure)
- ☒ Impact On Tree Lifespan
(None/Reduced/Terminal)
- ☒ Tree Defects

- Recommended tree size class (small, medium, large)

This creates a ready-to-use database of where Oxford can plant, organized by tree size and site suitability.

If the City does not wish to update its vacant planting space inventory, we can still use existing City-provided data to map planting sites where trees were removed as a result of the ice storm and where the inventory recommends future tree removal. This will allow us to prioritize the hardest hit areas for replanting in Task 3.

Task 3: Change Analysis & Storm Impact Assessment

We will use Oxford's 2018 inventory and any storm-clean-up records from this year to conduct a change analysis that quantifies storm impacts. This includes three levels of analysis:

Tree-Level Analysis

- Match 2026 trees to 2018 baseline (where possible via location/species/size)
- Document mortality (trees present in 2018, not present in 2025)
- Track condition changes (trees that declined from good to fair/poor)

Species-Level Analysis

- Mortality rates by species (e.g., "75% of loblolly pines were killed or removed")
- Damage severity by species (average damage ratings)
- Resilience rankings (which species survived with minimal damage)

Spatial Analysis

- Damage intensity by neighborhood/district (heat maps)
- Canopy coverage loss calculations (before vs. after storm)
- Identification of highest-priority areas for replanting

Task 4: Storm Impact Report & Strategic Recovery Plan

This is not just a boilerplate tree inventory assessment and planting prescription that tells the City to plant 12 black gums along a specific street. This report will analyze the current state of the urban forest in the context of the storm. It will include a strategic framework that guides Oxford's long-term recovery, with a focus on:

Species Resilience Guidance

- Recommended species palette based on storm performance
- Species to limit or avoid (e.g., "loblolly pine showed 80% mortality – consider alternatives")
- Resilient species to prioritize (e.g., "willow oak survived with minimal damage")

Diversity Targets (5/10/15 and 10/20/30 Guidelines)

- No more than 5-10% of any single species
- No more than 10-20% of any single genus
- No more than 15-30% of any single family
- Current diversity vs. guidelines, with recommendations for achieving balance

Prioritized Replanting Zones

- High Priority: Areas with tree damage/loss and high public benefit (downtown, parks, major corridors)
- Medium Priority: Moderate damage areas, secondary streets

- Lower Priority: Areas with intact canopy or lower visibility
- Maps showing color-coded priority zones for reference

5-Year Planting Targets

- Recommended annual planting rates (trees per year)
- Species mix targets by year to achieve diversity goals
- Milestones for tracking progress toward canopy recovery

Implementation Cost Estimates

- Estimated costs for tree procurement, planting, and establishment care based on the City's actual costs and methods
- Annual budget projections for a 5-year recovery period

DELIVERABLES

Eocene will provide Oxford with comprehensive deliverables designed for immediate use by staff, presentation to the board and public, and for ongoing reference. The deliverables will include maps and graphics and be decision-ready, enabling the City to continue its recovery and plant strategically for immediate and future success. Deliverables will include

1. Tree Inventory Database

- GIS format (geodatabase, shapefile, CSV)
- Compatible with Field Maps, TreeKeeper, and other software
- All standard data fields plus storm-specific data

2. Planting Site Database

- Approximately 3,500 street tree planting sites
- Site suitability and recommended tree sizes
- Linked with storm damage-affected areas to assist in prioritizing replanting locations

3. Storm Impact Report & Strategic Recovery Plan

- Current state of the urban forest (post-storm findings)
- Change analysis (2017/2018 vs 2026)
- Species performance analysis
- Spatial damage patterns (based on neighborhoods or City-defined geographic areas)
- Recommend species selections for replanting and diversity targets
- Prioritized replanting zones
- 5-year replanting targets with goals and cost estimates

4. Infographic Summary & Maps

- One-page visual summary of key findings (e.g., species performance and recovery roadmap)
- Storm damage intensity heat map
- Species distribution and condition maps
- Maintenance and planting maps
- Other maps or graphics developed in consultation with the City

All deliverables are in digital format (PDF, editable Word documents, GIS files, high-resolution images). There is no proprietary data lock-in – Oxford owns all data and deliverables.

SCHEDULE

Oxford needs results quickly so recovery can continue and trees can be strategically planted this fall. Eocene is ready to mobilize and has projected the schedule below based on mid-April contract execution:

Virtual Kickoff Meeting:	End of April (after contract execution)
Field Kickoff Meeting:	Mid-End of May
Field Work Complete:	End of June (~1 month with 3 field arborists)
Final Data Delivery:	End of June (~1 week)
Draft Report:	End of July
Final Report:	End of August

Total Project Duration: 4 Months (April-August)

PROJECT COST

The project costs include all labor, equipment, travel, data processing, analysis, reporting, and deliverables. The total cost for all tasks is \$94,890, excluding an optional presentation at the end of the project. We are flexible and can adjust the scope or timeframe to meet the City's needs. Please note that Task 2 is dependent on Eocene performing the tree inventory. However, Tasks 3 and 4 can be done independently with City-provided inventory data.

Project Costs

Description	Estimated Quantity	Unit	Unit Price
Task 1: Tree Inventory	9,000	Lump Sum	\$59,478
Task 2: Planting Site Inventory	3,500	Lump Sum	\$10,332
Task 3: Change Analysis & Storm Impact Assessment	1	Lump Sum	\$10,560
Task 4: Storm Impact Report & Strategic Recovery Plan	1	Lump Sum	\$14,520
TOTAL ALL TASKS			\$94,890
Optional: Final Presentation (in-person or virtual)	1	Lump Sum	\$3,960

QUALIFICATIONS

Why Eocene for Oxford's Recovery

Oxford's recovery demands more than routine inventory work – it requires research-informed storm assessment and strategic recovery planning. Eocene brings unique qualifications:

1. Published Storm Assessment Research

Our team authored the definitive protocols for exactly this work: *Standardizing Pre- and Post-Storm Data Collection for Urban Forestry Research* (Hauer et al., 2025). This peer-reviewed publication in

Arboriculture & Urban Forestry establishes the scientific framework we'll apply to Oxford's recovery. You're getting validated research methodology, not just tree counting and measurements.

2. Independent, Unbiased Analysis

Since we didn't collect the 2018 baseline data, we can bring a fresh perspective to damage patterns, species performance, and recovery priorities. Our analysis is independent, objective, and focused solely on what is best for Oxford's long-term resilience.

3. Results When You Need Them

Four weeks of fieldwork with three certified arborists means Oxford gets results in time for fall 2026 planting. We have 3 Inventory Arborists from our team planned to work on your data collection, with completion of that portion expected within a month. Other firms may be able to dedicate only 1 or 2 arborists at a time, delaying collection by 2-3 months. Our efficiency comes from experience and systematic protocols.

4. Flexibility & Data Ownership

We'll work in TreeKeeper or Field Maps if you have a subscription, or use FieldNote if you prefer. Either way, you own all data.

5. Decision-Ready Deliverables

You'll receive heat maps, species performance dashboards, and an infographic summary designed for Board presentation and public communication. Not just tables and lists but visual tools that tell Oxford's storm story and recovery path.

Project Team & Certifications

Our project team holds the highest-level industry certifications and has completed similar projects for communities across North America. We hold the following industry certifications:

- ISA Board Certified Master Arborists (BCMA)
- ISA Tree Risk Assessment Qualified (TRAQ)
- ISA Urban Forest Professional and Utility Specialists
- Society of American Foresters Certified Foresters (SAF)
- American Society of Consulting Arborists Registered Consulting Arborists (ASCA RCA)

A summary of our team's roles in Oxford's project is below, and our detailed resumes are in Appendix A.

Richard J. Hauer, Ph.D. – Project Director & Lead Author

Dr. Hauer will provide technical oversight and lead the storm impact analysis. As an author of the post-storm assessment protocols, he brings expertise to Oxford's recovery.

- Ph.D. in Urban and Community Forestry
- ISA Board Certified Master Arborist and Certified Forester (Society of American Foresters)
- Author, "Standardizing Pre- and Post-Storm Data Collection for Urban Forestry Research" (2025)
- 200+ peer-reviewed publications and 500+ professional talks on urban forestry

Liz Lingo – Project Manager

Liz will serve as Oxford's primary contact and will lead all field operations, data management, and plan development. From proposal development through final deliverables, the project manager is

your touchpoint. Liz is a Board Certified Master Arborist with Tree Risk Qualification as well as a Registered Consulting Arborist.

Sarah Lilley – Consultant

Sarah and Liz serve in similar roles, so Sarah will serve not only as a contributor to Oxford's project and plan development but also as a secondary project manager.

Paola Nansel – Associate Consultant

Paola will do the remote data quality control and inventory data analysis. She has experience inventorying trees all across the country, allowing advanced analysis.

Matt Johns – GIS Analyst & Canopy Specialist

Matt will lead spatial analysis and mapping for the Oxford project. His experience is in data analysis, LiDAR incorporation, and remote sensing.

Field Crew: Luke Wohltmann (Lead Arborist), Cassidy Behnke, Ilia Donner

Three ISA Certified and Tree Risk Qualified Arborists with tree assessment experience and local species knowledge will conduct Oxford's fieldwork.

References

We provide a selection of our relevant project experiences below. These examples showcase our work in conducting municipal tree inventories and assessments and in developing reports. They also highlight our experience and expertise in benchmarking municipal forestry programs at the local, state, and national levels.

City of Sioux Falls, SD: Tree Inventory and Maintenance Assessment (2021-Present)

This project includes a multi-year tree inventory of up to 75,000 trees. The inventory includes tree height, geospatial location (GPS), diameter, condition, management recommendation, and field observations in city-owned golf courses, parks, and along streets.

Bryan Peterson | Urban Forestry Specialist | (605) 367-8222 | bryan.peterson@siouxfalls.gov

State of Wisconsin: State of the Urban and Community Forest (2018-Present)

We investigated local U&CF capacity and outcomes to benchmark WI municipal urban forestry. In 2018, we assessed 454 communities for urban forest management and plan recommendations. Recently, we developed tree canopy estimates for over 400 communities, benchmarking AI systems against human assessments. We completed tree inventory assessments in five communities for a State of the Urban Forest management & operations plan.

Laura Buntrock | Urban Forestry Policy & Partner Specialist | Wisconsin Urban & Community Forestry | (608) 294-0253 | laura.buntrock@wisconsin.gov

South Salt Lake, Utah: Tree Inventory and Management Plan (2024 – Present)

This project involved a city-wide tree inventory of approximately 3,000 trees, a tree canopy assessment, and a management plan.

Anthony Biamont | Parks Project Manager | (801) 464-6782 | abiamont@sslc.gov

State of Idaho, Department of Lands: Community Forestry Assistant (2025 – Present)

For the State of Idaho, our team assists the urban forestry program manager by coordinating newsletters, conducting arborist training, assisting with grant work, and other program elements as assigned.

Matthew Perkins | Urban & Community Forestry Program Manager | (208) 626-1779 | mperkins@idl.idaho.gov

CONCLUSION

Although Oxford's urban forest sustained significant damage in January, the City now has an opportunity to rebuild with improved species diversity and climate-appropriate selections.

Eocene's approach delivers:

- Research-backed storm assessment protocols
- Efficient fieldwork timeline (4 weeks in the field)
- Independent damage analysis identifying performance patterns by species and site conditions
- Graphically rich deliverables that communicate findings to stakeholders
- Strategic replanting framework based on observed storm performance
- Delivery by the end of August, enabling fall 2026 planting season

The data from this assessment will inform Oxford's future tree management decisions and set the City up to build a more resilient urban forest.

Next Steps

Upon selection, we are prepared to begin work immediately. We will schedule a kickoff meeting, finalize the work plan and schedule, and begin gathering GIS files for the inventory. We thank you for considering Eocene for this vital project and look forward to the opportunity of partnering with the City of Oxford and its community.

APPENDIX A: PROJECT TEAM RESUMES

DIRECTOR OF URBAN FORESTRY: RICHARD HAUER



Dr. Hauer is Eocene's Director of Urban Forestry and brings over three decades of experience to the team. As an early-career professional, Rich gained experience as a practicing arborist and urban forestry consultant. These experiences later resulted in overseeing the Shade Tree Program in Minnesota. Rich has served as a Professor of Urban Forestry for the past two decades, and he remains professionally active. He served as president of the Arboricultural Research &

Education Academy, Minnesota Society of Arboriculture and Wisconsin Arborist Association. Rich is co-author of the Urban Forestry: Planning and Managing Urban Greenspaces textbook. Rich is active in the development and publication of urban forestry research with over 200 publications and 500 professional talks. He is an associate editor of the Journal Urban Forestry & Urban Greening.

Education: A.A.S. Horticulture Technology | B.S. Urban Forestry and Botany | M.S. Urban Forestry Tree Health and Biology Emphasis | PhD Urban and Community Forestry Capacity Building

Certifications: ISA Board Certified Master Arborist WI-1532BM | ISA Urban Forestry Professional | ISA TRAQ | SAF Certified Forester | SAF Certified Urban and Community Forester

Industry Awards & Publications: 2023 Alex Shigo Award for Educational Excellence | 2022 Excellence in Teaching, Scholarship, and Service Highest Award, UW – Stevens Point | 2022 Honorary Life Member Highest Award, Wisconsin Arborist Association | 2018 L.C. Chadwick Award

for Arboricultural Research, International Society of Arboriculture | 2017 Excellence in Teaching Award, University of Wisconsin Board of Regents | 2016 Legacy Project of the Year Award, Society of Municipal Foresters | 2016 Excellence in Teaching, Scholarship, and Service Highest Award, UW – Stevens Point | Coauthor of Urban Forestry: Planning and Managing Urban Greenspaces. 3rd ed.

PROJECT MANAGER: LIZ LINGO



Liz joined Eocene in 2023, having successfully led urban forestry and parks operations in the City of Rehoboth Beach, DE. As the City Arborist, she developed their UFMP, Tree Risk Plan and led their ordinance review and revision. Prior to this, Liz was an arborist working to improve and maintain trees within private landscapes. She has also worked for New York City Parks, creating management plans, work schedules, and planting plans. Liz currently lives in Rehoboth Beach, Delaware. Liz has worked in arboriculture and urban forestry for 13 years.

Education: B.A. Environmental Studies

Certifications: ISA Board Certified Master Arborist MA-5522B | ISA Tree Risk Assessment Qualified | American Society of Consulting Arborists Registered Consulting Arborist #833 | National Recreation and Parks Association Director's School Graduate | National Green Infrastructure Certification

Professional Organizations: Liz is a member of ISA and the PenDel Chapter, serving on the ISA conference committee. She is a member of the Urban and Community Forestry Society (formerly SMA) and serves on UCFS's conference and industry trends committees. Liz also belongs to the American Society of Consulting Arborists and the National Recreation and Parks Association.

Recent Projects:

Decorah, Iowa, Project Manager (2025): Public tree and planting space inventory of approximately 5,000 sites.

DeKalb County, Georgia Project Manager (2025): Current and historical tree canopy assessment, culminating in a written report.

Charlottesville, Virginia Project Manager (2025): Inventory and plot sampling field work, tree canopy assessment, and written report.

City of Cedartown, Georgia, Project Manager (2024): Public tree inventory and private tree risk assessment, resulting in a storm mitigation plan.

City of Jeffersonville, Indiana, Project Manager (2025): Public tree inventory, tree canopy analysis, i-Tree assessment, and written report.

City of Rehoboth Beach, Delaware, Consulting Arborist (2023-2025): Consulting arborist and work planning. Reviewed residential tree permit applications, site plans, and arborist reports.

City of Warren, Michigan, Project Manager (2025-2026): Public tree inventory of 30,000 trees.

CONSULTANT: SARAH LILLEY



Sarah Lilley is Eocene's Supervisor of Research and Development and has overseen numerous municipal and utility projects. She has assessed tree populations across the country, from street trees in Los Angeles to urbanized woodlands in Connecticut.

Education: B.S. Environmental Studies, B.S. Biology | Certificate in Sustainability – University of California, Los Angeles | Green Communities Leadership Institute Graduate | Connecticut Master Woodland Manager Graduate | Municipal Forestry Institute, 2025 Graduate

Certifications: ISA Certified Arborist WE-11822AUM | ISA Urban Forestry Professional and Utility Specialist | ISA Tree Risk Assessment Qualified | Rhode Island Licensed Arborist

Professional Organizations: Sarah is a member of ISA and the New England and New York Chapters. She is also a member of the Utility Arborist Association and the Urban and Community Forestry Society. Sarah is also a member of the Tree Warden's Association of Connecticut, Connecticut Tree Protective Association, and Rhode Island Tree Council.

Recent Projects:

Durham, North Carolina, Project Manager (2025): Tree canopy assessment, planting space prioritization, culminating in a presentation.

Indianapolis, Indiana, Project Manager (2025): Inventory update of 10,500 trees.

Peekskill, New York, Project Manager (2025): Street and park tree inventory, community engagement, urban forest management plan.

South Salt Lake, Utah, Project Manager (2024-2025): Public tree and planting space inventory, tree canopy assessment, urban forest management plan.

Sioux Falls, South Dakota, Project Manager (2022-Present): Re-inventory of City's public tree population, completing approximately 10,000 trees annually.

Grand Island, Nebraska Project Manager (2025): Park tree inventory and summary report.

Salt Lake County, Utah, Project Manager (2024): Inventory of trees at public parks, i-Tree ECO assessment, written report.

ASSISTANT CONSULTANT: PAOLA NANSEL



Paola has worked with Eocene since 2022 and has made a positive impact on the utility and municipal projects on which she has worked. With Eocene, she has worked in California, Washington, South Dakota, Michigan, Indiana, Montana, Massachusetts, Arizona, Nebraska, and Wisconsin, quickly adapting to different forest compositions and project specifications. Paola has moved to the operational side, helping with proposals and writing plans. Paola studied Forest

Engineering at the Universidade Federal do Paraná, with a year spent in an exchange program with the University of Idaho Forestry program. In 2025, she graduated from Oregon State University's Urban Forestry Graduate Certificate program.

Education and Certifications: B.S. Forest Engineering | ISA Certified Arborist & TRAQ, RM-8614A | Graduate Certificate, Urban Forestry | Green Communities Leadership Institute – 2025 Graduate

DATA ANALYST: MATT JOHNS



Matt has been a vital part of our urban forestry operations projects and using technology in our urban forestry projects. Matt spent several years in the Air Force supporting their mission using remote sensing technologies. He joined Eocene in 2023, previously working in urban forestry research at the University of Wisconsin – Stevens Point as a vital member of the tree canopy assessment lab. In that role, he conducted tree canopy assessment training and was part of the team that has

assessed over 400 communities and sampled over one million locations to assess what attribute (i.e. tree, water, impervious, soil) was on the ground. Matt leads Eocene's tree canopy assessment work and is responsible for ensuring projects are completed to meet quality assurance targets and for creating representative graphics of tree canopy. Matt recently finished a GIS and canopy analysis for DeKalb County, GA, and is currently working on similar projects in Durham, NC, and Titusville, FL.

Education and Certifications: B.S. Urban Forestry | M.S., Urban Forestry | ISA Certified Arborist WI-1560A

LEAD INVENTORY ARBORIST: LUKE WOHLTMANN



Luke has worked with Eocene since 2021, after graduating with a Bachelor of Science in Environmental Science from Florida State University. He quickly moved from a field position to a supervisor position while working on a contract in Florida. He then took on a Traveling Field Specialist position, traveling to contracts in need of assistance. Luke is adaptable to different environmental conditions and scopes of work and quickly becomes familiar with the local and ornamental trees in the areas where he has worked. Luke lives in Florida and is proficient in tree identification throughout many regional ecosystems. He has also become an effective, efficient, and innovative member of the urban forestry group.

Education and Certifications: B.S. Environmental Science | ISA Certified Arborist & TRAQ, FL-9855A | OSHA General Certification

INVENTORY ARBORIST: ILIA DONNER



Ilia studied Forest Resource Management at Virginia Tech before beginning his career, first as a Consulting Utility Arborist in Maryland, then as a Junior Environmental Scientist/Forester in New Hampshire. He accumulated several years of forestry experience before embarking on a project with the Peace Corps, which involved promoting agroforestry in Nepal. After returning to the United States, Ilia joined Eocene in 2021 as a Consulting Utility Forester in Nevada. He then transitioned to Eocene's urban forestry team to more directly tie together his interests in forestry and improving communities. His hobbies include rock climbing, gardening, hiking, and nature photography.

Education and Certifications: B.S. Forest Research Management | ISA Certified Arborist & TRAQ, MA-5844A

INVENTORY ARBORIST: CASSIDY BEHNKE



Cassidy resides in Wisconsin, where she got her B.S in Urban Forestry from the University of Wisconsin – Stevens Point. She got her start in Eocene as a research intern assisting with the 2024 Municipal Tree Care Activities study. She then became an Inventory Arborist on the Urban Forestry Team. She has experience with tree inventories, municipal forestry operations, data analysis, and canopy assessments.

Education and Certifications: B.S Urban Forestry | ISA Certified Arborist & TRAQ, WI-1700A

3. **Second Reading and Public Hearing of proposed changes to Chapter 114, Article II, Section 114-41, Water Rates and Section 114-44, Sewer Rates, Code of Ordinances (Rob Neely)**

The purpose of this ordinance change is to incorporate an increase on our water and sewer rates, Sections 114-41 and 114-44, respectively.

Background: This rate change is needed due to multiple factors including but not limited to; extensive capital projects that are needed to meet growth and demand, increased cost of construction and material, and increased operation and maintenance costs which have compounded since the last rate increase. Oxford Utilities and our consultant Waggoner Engineering have worked closely with Waterworth, a company that specializes in municipal utility financial modeling and forecasting for over 6 months. This work included uploading 3 years of audited financials and year end numbers for expenses, as well as, current customer water and sewer usage and billing data, and planned capital expenses for the next 5 fiscal years. The purpose of the detailed financial analysis was to ensure that the City Utility would remain financially sound during this unprecedented time of city growth and utility system expansion. As you can see in the Waterworth model the rate increase is needed now to prevent our cash reserves from being exhausted in FY2028.

Oxford Utilities currently has the 2nd lowest water rates for our minimum customers (2,000 gallons) in the state when compared to a 2023 rate analysis performed by Allen and Hoshall of 50 municipal water systems in MS. The most recent increase for water and sewer rates occurred in 2013. Since that time, capital construction costs and system operation and maintenance expenses have grown exponentially. The effective increase for the minimum usage customer is \$1.42/mo, taking rates from \$7.10/mo to \$8.52/mo. If this rate increase is approved, the Oxford Utilities water rates for the minimum usage customer (\$8.52/mo) will still be very low compared to other MS Municipal system (ranked 5th) and well below (86%) the MS Municipal system average (\$15.84/mo). If and when this ordinance change and rate increase is approved by the board we will petition the Public Service Commission to increase the rates for customers living 1 mile outside the city limits. We would not initiate the rate increase until the PSC grants approval for water and sewer rates to increase for all customers.

Ordinance 2026-3

Ordinance Amending Chapter 114, Article II, Section 114-41, Water Rates and Section 114-44, Sewer Rates, Code of Ordinances

Sec. 114-41. Water rates.

- (a) Inside city limits. Inside the city limits the monthly water rate shall be ~~\$4.26~~ ~~3.55~~ per 1,000 gallons over 2,000 gallons. The minimum charge shall be ~~\$8.52~~ ~~7.10~~ per month per occupied residential unit connected to the meter, unless otherwise provided for by this Code. The minimum charge for business, commercial or industrial units shall be ~~\$8.52~~ ~~7.10~~ per month for each meter.
- (b) Outside city limits. Consumers residing outside the city limits using water furnished by the city shall pay the monthly rate of ~~\$5.84~~ ~~4.87~~ per 1,000 gallons over 2,000 gallons. The minimum charge shall be ~~\$11.68~~ ~~9.74~~ per month.
- (c) Non-metered customers. For customers on a water system which is either (1) not metered or (2) metered but which meter readings are not accessible to the city, a flat rate of ~~\$29.22~~ ~~24.30~~ per month shall be charged for water. The city may install meters and charge these customers metered rates when feasible.
- (d) Bell Utilities service areas. In addition to the rates above, water system customers lying outside the city limits, but within the areas described in and which were held by Bell Utilities of Mississippi, LLC's MPSC-Lafayette County Certificates of Public Convenience and Necessity, shall be charged one additional monthly fee per water utility bill as follows: water customers with monthly water usage metered at under 3,000 gallons shall be charged a \$4.00 monthly fee. Water customers with a monthly water usage metered at 3,000 gallons and above shall be charged a \$6.00 monthly fee. Non-metered customers shall be charged a \$6.00 monthly fee. The charge reflects the costs of maintenance, including replacement of the water works and retirement of existing debt related to the systems.
- (e) Punkin Water Association service areas. In addition to the rates above, water system customers lying within the areas described in and which were held by Punkin Water Association-Lafayette County Certificates of Public Convenience and Necessity, shall be charged a monthly fee of \$12.25.
- (f) Annual review. The city will annually review all water rates as part of the yearly budget process.

(Code 1968, § 31-22; Ord. No. 1970-7, § 3, 8-18-1970; Ord. No. 1974-7, § 3, 10-1-1974; Ord. No. 1980-14, § 1, 9-15-1980; Ord. No. 1981-20, § 3, 9-1-1981; Ord. No. 1986-6, § 1, 5-8-1986; Ord. No. 1989-16, § 1, 9-5-1989; Ord. No. 1990-8, § 1, 8-10-1990; Ord. No. 1997-10, § 1, 9-2-1997; Ord. No. 2005-18, § I, 10-18-2005; Ord. No. 2006-5, § 1, 5-2-2006; Ord. No. 2010-9, § 1, 9-21-2010; Ord. No. 2010-15, § 1, 12-21-2010; Ord. No. 2013-21, § 1, 12-17-2013; Ord. No. 2024-4, § II, 3-19-2024)

Editor's note(s)—Ord. No. 2024-4, § II, adopted March 19, 2024, shall take effect for areas inside the city and up to one mile outside the city as soon as such ordinance would ordinarily be effective pursuant to State law, and shall not be delayed by awaiting PSC approval for areas more than one mile outside the city. The City of Oxford hereby gives notice of its intent to petition the Mississippi Public Service Commission for approval of the increase in the water rates for customers who are located more than one mile outside the city limits, and this ordinance shall take effect for these areas as provided by law.

Sec. 114-42. Water rate billing.

- (a) All water rates are subject to applicable state sales tax.
- (b) Where one or more occupancy or business or any combination thereof is connected to one water meter, billing must be accepted by the owner of the property.

(Code 1968, § 31-23; Ord. No. 1970-7, § 4, 8-18-1970; Ord. No. 1974-7, § 4, 10-1-1974)

Sec. 114-43. User charge.

- (a) All users pay user charges. The user charge shall be the charge levied on all users including, but not limited to, persons, firms, corporations, or governmental entities that discharge, cause, or permit the discharge of sewage into the public sewage works.
- (b) Cost of operation and maintenance. The user charge shall reflect the costs of operation and maintenance (including replacement) of the public sewage works, retirement of existing debt included herein, and repayment of any state revolving fund loans. In addition, each user shall be notified at least annually of the rate and portion of the user charges or ad valorem taxes attributable to operation, maintenance, and simple replacement of the treatment system.
- (c) Proportionate share of costs. Each user shall pay its proportionate share of operation and maintenance (including replacement) costs based on volume flow.
- (d) Review of user charges.
 - (1) The mayor and board of aldermen shall review not less often than every two years the sewage contributions of users, the total costs of operation and maintenance (including replacement) of the sewage works, and the user charge system.
 - (2) The mayor and board of aldermen shall revise the user charge, if necessary, to accomplish the following:
 - a. Maintain the proportionate distribution of operation and maintenance cost among users as provided herein.
 - b. Generate sufficient revenue to pay the total operation and maintenance costs necessary for the proper operation and maintenance (including replacement) of the sewage works, retirement of existing debt included herein, and repayment of any state revolving fund loans.

(Code 1968, § 31-23.1; Ord. No. 1991-4, § 1, 4-16-1991; Ord. No. 1991-7, § 1, 6-4-1991)

Sec. 114-44. Sewer rates.

- (a) Inside city limits. Inside the city limits, the monthly volumetric charge for sanitary sewer service shall be ~~\$5.66~~ ~~4.72~~ per 1,000 gallons over 2,000 gallons. The minimum monthly charge shall be ~~\$11.32~~ ~~9.44~~.

(b) Outside city limits. Outside the city limits, the monthly volumetric charge for sanitary sewer service shall be \$~~6.56~~ ~~5.47~~ per 1,000 gallons over 2,000. The minimum monthly charge shall be \$~~13.12~~ ~~10.94~~.

(c) Non-metered customers. For customers on a sewer system which is either (1) not metered or (2) metered but which meter readings are not accessible to the city, a flat rate of \$~~32.82~~ ~~27.35~~ per month shall be charged for sewer. The city may install meters and charge these customers metered rates when feasible.

(d) Bell Utilities service areas. In addition to the rates above, sewer customers lying outside the city limits, but within the areas described in and which were held by Bell Utilities of Mississippi, LLC's MPSC-Lafayette County Certificates of Public Convenience and Necessity, shall be charged one additional \$6.00 fee monthly per sewer utility bill. The charge reflects the costs of maintenance, including replacement of the sewer works and retirement of existing debt related to the systems.

(e) Review of sewer rates. The city will annually review sewer rates as part of the yearly budget process.

(Code 1968, § 31-24; Ord. No. 1977-3, § 1, 2-1-1977; Ord. No. 1980-14, § 1, 9-15-1980; Ord. No. 1981-20, § 4, 9-1-1981; Ord. No. 1989-16, § 1, 9-5-1989; Ord. No. 1990-8, § 2, 8-10-1990; Ord. No. 1992-4, § 1, 5-5-1992; Ord. No. 1997-10, § 2, 9-2-1997; Ord. No. 2002-10, § 1, 9-17-2002; Ord. No. 2005-19, § 1, 10-18-2005; Ord. No. 2006-5, § 2, 5-2-2006; Ord. No. 2010-9, § 2, 9-21-2010; Ord. No. 2010-15, § 2, 12-21-2010; Ord. No. 2013-21, § 2, 12-17-2013)

All ordinances shall take effect and be in force as provided by law.

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

Alderman Smith	voted
Alderman Hulse	voted
Alderman Hyneman	voted
Alderman Howell-Atkinson	voted
Alderman Taylor	voted
Alderman Bailey	voted
Alderman Crowe	voted

APPROVED, this day the __th of _____, 2026.

/s/_____

Robyn Tannehill, Mayor

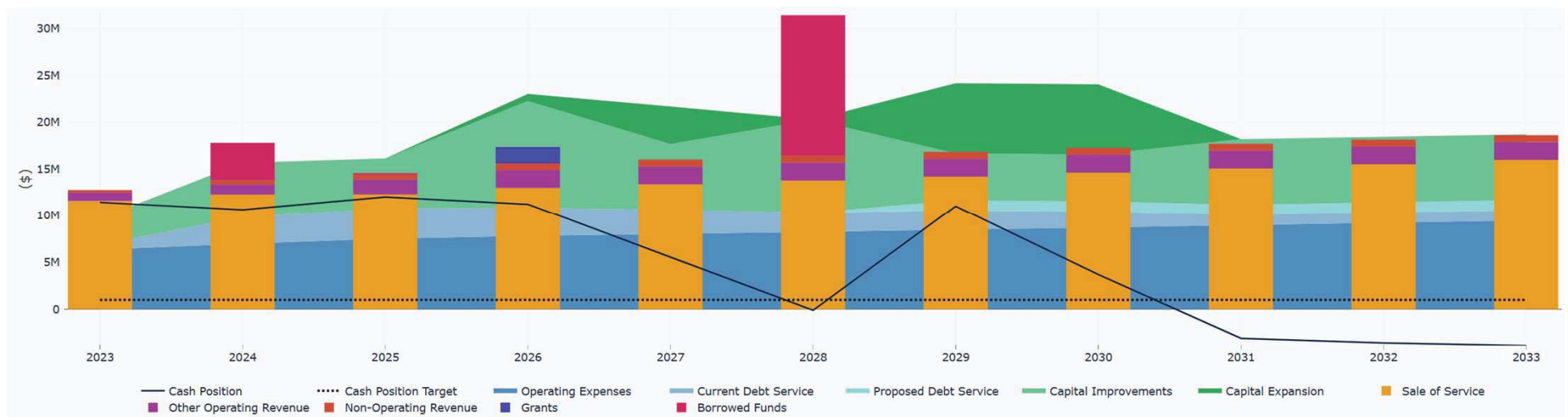
/s/_____

Leslie McCormick, City Clerk



Status Quo - Long Term Financial Model

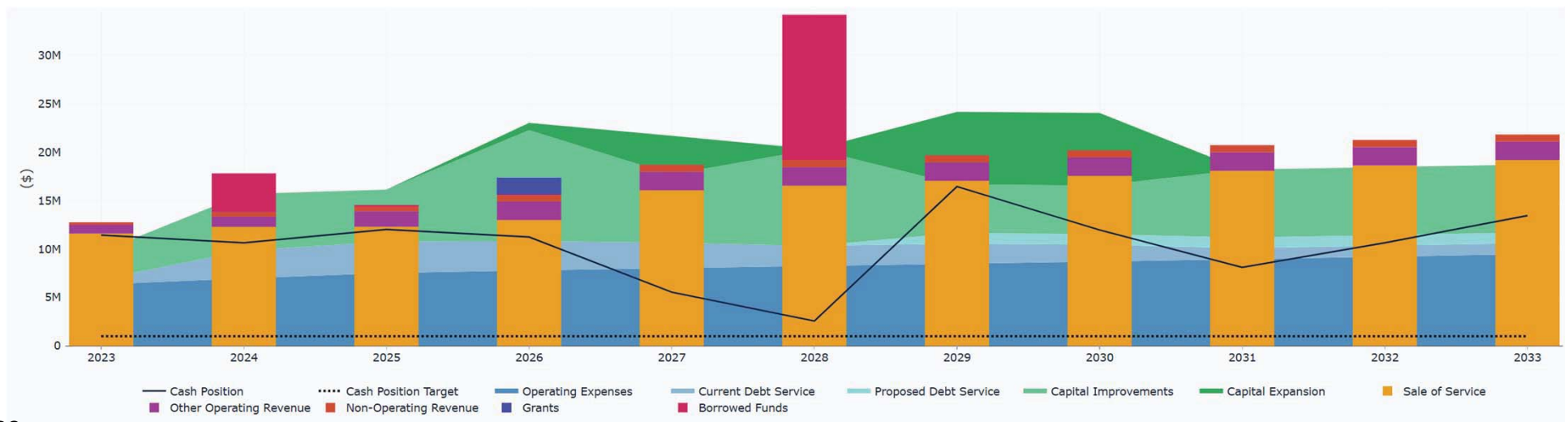
The status quo long-term financial model reflects the utility's projected financial performance under current rates and policies, before any revenue increases are considered. It shows how existing revenues align with future expenses, capital needs, and cash reserve targets. This model helps identify potential funding gaps, assess long-term sustainability, and determine whether adjustments are needed to maintain financial stability.





Proposed Solution- 20% Rate Increase

The long-term financial model with proposed revenue increases shows the utility's projected financial performance after implementing changes to rates or funding strategies. It illustrates how the additional revenue impacts the ability to cover operating costs, fund capital reinvestment, and maintain target cash reserves. This version of the model helps assess whether the proposed increases are sufficient to achieve long-term financial sustainability and meet established financial goals.





Bill Impacts on Minimum Usage Customer (2,000 gal/mo)

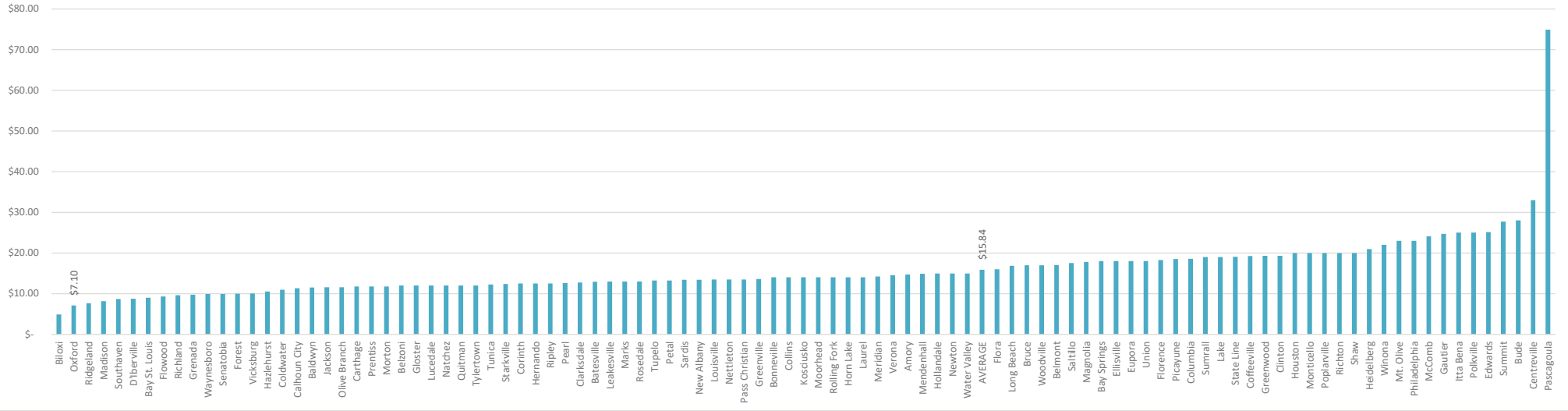
Inside - Current	
Consumption	2000 USG
Water	\$7.10
Sewer	\$9.44
Total Charge	\$16.54
Current Charge	\$16.54
<i>Difference from Current Bill</i>	<i>\$0.00</i>

Outside - Current	
Consumption	2000 USG
Water	\$9.74
Sewer	\$10.94
Total Charge	\$20.68
Current Charge	\$20.68
<i>Difference from Current Bill</i>	<i>\$0.00</i>

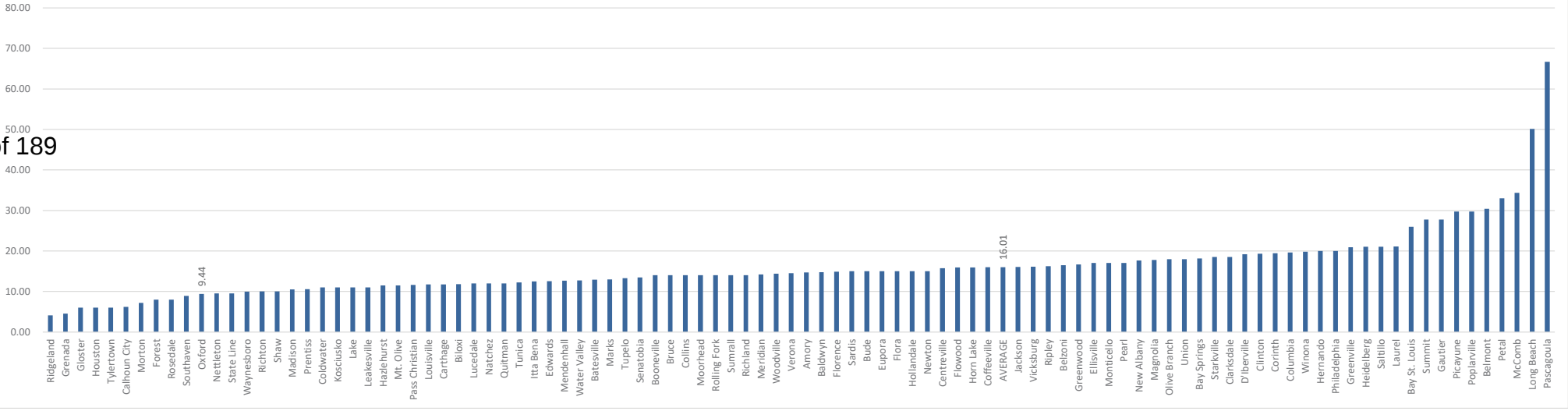
Inside - 20% Increase	
Consumption	2000 USG
Water	\$8.52
Sewer	\$11.32
Total Charge	\$19.84
Current Charge	\$16.54
<i>Difference from Current Bill</i>	<i>\$3.30</i>

Outside - 20% Increase	
Consumption	2000 USG
Water	\$11.68
Sewer	\$13.12
Total Charge	\$24.80
Current Charge	\$20.68
<i>Difference from Current Bill</i>	<i>\$4.12</i>

Water Bill for 2000 Gallons of Usage



Sewer Bill for 2000 Gallons of Usage





MEMORANDUM

To: Board of Aldermen
From: Braxton Tullos, Human Resources Director
Date: March 17, 2026
Re: Request Approval of Electronic Records

The City of Oxford Human Resources Department requests approval from the Mayor and Board of Aldermen to convert paper personnel records to an electronic format in accordance with **Mississippi Code Section 21-15-37**.

Mississippi law authorizes municipalities to reproduce paper records into electronic format and designate those electronic copies as the official records, provided that the governing authority approves the conversion. Once approved, the City may scan and store personnel files electronically and utilize those records as the official copies.

The Human Resources Department will ensure that all electronic records are properly backed up and maintained before any paper originals are disposed of. The department will follow the **Mississippi Department of Archives and History (MDAH) Recommended Practices for Imaging** to ensure compliance with state recordkeeping standards.

I recommend approval.



PUBLIC ASSISTANCE STATE AND LOCAL DISASTER ASSISTANCE AGREEMENT

DISASTER #: FEMA- **-DR-MS**

APPLICANT NAME:

APPLICANT FIPS#

This Agreement is between the State of Mississippi, Mississippi Emergency Management Agency (MEMA) and the undersigned State Agency, political subdivision of the State, private nonprofit organizations, or authorized tribal organizations (Applicant). This Agreement shall be effective on the date signed by the State and Applicant. It shall apply to all Public Assistance Grant funds provided by or through the State to the Applicant as a result of the above-referenced disaster.

The designated representative of the Applicant certifies that:

1. The representative has legal authority to apply for assistance on behalf of the Applicant.
2. The Applicant will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Applicant will use disaster assistance funds solely for the scope of work for which these funds are provided and as approved by the Governor's Authorized Representative (GAR).
4. The Applicant is responsible for all costs determined to be ineligible or unreasonable by Federal Emergency Management Agency (FEMA) and/or MEMA. The Applicant is also responsible for the repayment of any de-obligations recommended by the Department of Homeland Security (DHS) Office of Inspector General (OIG) and agreed upon by FEMA. Should the funds not be returned to the State in a reasonable time frame, then collection of such funds will be handed over to the State Auditor and/or Attorney General for action.
5. The Applicant is aware of and shall comply with cost-sharing requirements for Federal and State assistance. While the cost share is subject to change depending on the severity of a disaster, the normal federal cost share is 75% federal and the non-federal share is split equally by the State and local government. The exception is with Private Non-Profit (PNP) entities who are responsible for the entire 25% non-federal share.
6. The Applicant is aware that limited funding, which requires cost sharing, may be made available for mitigation of future damages.
7. The Applicant will establish and maintain a proper accounting system to record revenues and expenditures of disaster assistance funds in accordance with generally accepted accounting principles and the Code of Federal Regulations (CFR), 2 CFR 200 Subpart F.
8. The Applicant shall provide Quarterly Reports for Large Projects to the State which indicates the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factor that may affect compliance of this Agreement.
9. The Applicant shall comply with the Single Audit requirements as set forth in 2 CFR 200, Subpart F. The Applicant shall provide copies of every audit report issued on the entity.
10. The Applicant will give state and federal agencies designated by the GAR, access to and the right to examine all records and documents related to use of disaster assistance funds.
11. The Applicant will return to the State, within thirty (30) days of such request by the GAR, any payment funds which are not supported by audit or other federal or state review of documentation maintained by the Applicant.

12. The Applicant acknowledges that it is the Applicant's responsibility to ensure all Federal, State, and local laws, regulations, rules and guidelines applicable to any FEMA grant program are adhered to. If said laws, regulations, rules and guidelines are not adhered to, responsibility for noncompliance is the Applicants.
13. The Applicant will begin and complete all items of work within the time limits established by the GAR in agreement with all applicable Federal regulations.
14. The Applicant will comply with regulations implementing the Drug-Free Workplace Act of 1988 44 CFR Part 17, Subpart F.
15. The Applicant will comply with federal civil rights laws and commit to providing its programs and services without discrimination in accordance with:
 - Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, or national origin (include language).
 - Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination based on disability.
 - Title IX of the Education Amendments Act of 1972, which prohibits discrimination based on sex in education programs or activities.
 - Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - U.S. Department of Homeland Security regulations 6 C.F.R. Part 19, which prohibits discrimination based on religion in social services programs.
16. The Applicant acknowledges that it is against the law to retaliate against anyone who takes action to oppose discrimination, files a grievance, or participates in the investigation of a grievance in accordance with the above authorities.
17. The Applicant will comply with provisions of the Hatch Act limiting the political activities of public employees and 44 CFR Part 18, New Restrictions of Lobbying.
18. The Applicant will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
19. The Applicant will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 which may require purchase of flood insurance.
20. The Applicant will not enter into cost-plus-percentage-of-cost contracts for completion of disaster work.
21. The Applicant will not enter into contracts for which payment is contingent upon receipt of state/federal funds.
22. The Applicant will not enter into any contract with any party which is debarred or suspended from participation in federal assistance programs.
23. The Applicant understands that underrun small projects funds will not be recouped. FEMA encourages Applicants to use excess funds on activities that reduce future risk or improve future disaster operations. In the event a project has excess funds, the Applicants will submit a letter to the MEMA Executive Director on how they intend to apply the funds to reduce future risk or improve future disaster operations.
24. The Applicant authorizes the GAR to recoup the unspent funds referenced in item 23 above, by subtracting that amount from other federal funds owed to it for other approved work when the amount owed is larger than the refund.
25. The Applicant will comply with all uniform administrative requirements which are set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-107, and implemented by 44 CFR Part 206.
26. The Applicant will comply with all requirements of 2 CFR 200 in all procurements and contracts necessary for the completion of a federally funded project.

27. By entering into this agreement with the Applicant, MEMA does in no way waive its sovereign immunities or defenses as provided by law should a conflict arise between the parties.

28. The State may require documentation not otherwise required by FEMA for small projects.

Disaster # (from page 1): FEMA- _____ -DR-MS _____

Certifying Official (Cannot be the Applicant Agent)

Name	Signature	Date

Applicant Agent

Name	Signature	Date

Governor's Authorized Representative

Name	Signature	Date

DESIGNATION OF APPLICANT AGENT FOR PUBLIC ASSISTANCE

Federal Disaster Number: FEMA- -DR-MS

Entity's Name: _____

Governing Body Type: _____

Applicant Agent Information

Name: _____

Official Title: _____

Address: _____

City/State/Zip: _____

Work Phone: _____

Cell Phone: _____

Email Address: _____

On behalf of the Agency listed above, the designated Applicant Agent is authorized to execute applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974 (Public Law 93.228), amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, (Public Law 100-707) and to file them with the Governor's Authorized Representative.

Certifying Official Information (Cannot be the same as the Applicant Agent):

Name: _____

Title: _____

Date: _____

Signature: _____

A certified copy of the Board Meeting Minutes/Resolution designating the Applicant Agent is attached.

Examples of Governing Body Type are Board of Supervisors, City Council, Executive Counsel, etc.



FFATA Reporting Form

Federal Funding Accountability and Transparency Act of 2006

(This requirement is for all grant funding received)

1.) Applicant: _____ 2.) DUNS + 4: _____

3.) Registered in SAM (System of Award Management): Yes _____ No _____

4.) Physical Address Associated w/ DUNS #

Street _____

City _____ State _____

9-digit Zip (Must have 9 digit) _____ - _____ Country _____

5a.) Is your annual gross revenue made up of 80% or more in U.S. Federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements? _____

b.) Do you receive \$25 Million or more in annual gross revenue from U.S. Federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements? _____

6.) Is salary information for all top management positions available to public on SEC.gov?

7.) Do you subaward any grant funds received from MEMA? _____

8.) Applicant Point of Contact

Name:
Agency:
Title:
Phone:
Mailing Address:
City/State/Zip:
Email:

I, _____ hereby certify to the best of my knowledge and belief that the report is true, complete, and accurate.

For MEMA Office Use Only

Grant Award Name _____ Grant Award ID# _____

Grant Award Amount _____ Date Obligated _____ Project # _____ Revision# _____

MEMA Officials Initials _____ Entered into FSRS.gov by _____

Date Entered _____

MEMA-FFATA 2015

Subrecipient Risk Assessment Tool

Date Completed

Entity Name			
Entity Type		Entity Fiscal Year End	
Entity UEI		Entity EIN	

For more information: <https://sam.gov/content/duns-uei>

For more information: [2 CFR 200.501\(h\)](https://www.ecfr.gov/current/title-2/chapter-I/subchapter-A/part-200/subpart-F/200.501(h))

Single Audit Findings		Answer
1	Did the subrecipient expend more than \$1,000,000 of federal funds in fiscal year 2025; and are subject to the Single Audit requirement?	
1a	Fiscal Year 2025 Audit Status Subrecipient has been audited in accordance with 2 CFR Part 200 Subpart F Single Audit. If audit is complete, select the date it was uploaded to the Federal Audit Clearinghouse. Did the Fiscal Year 2025 Audit result in findings?	
1b	Audit Incomplete Sub-recipient has not yet completed the 2 CFR Part 200 Subpart F Single Audit Report. Select the expected audit completion date.	
Accounting		Answer
2	Does the subrecipient have a financial management system in place that can track and record program expenditures?	
2a	Is the financial management system able to identify the receipts and expenditures of program funds separately for each award?	
3	If staff will be required to track their time associated with the award, does the subrecipient have a system in place that will account for 100% of each employee's time?	
Policies and Procedures		Answer
4	How much has the subrecipient's key staff changed in the past year? Changes in key staffing may impact the effectiveness of grant and subrecipient compliance. The key staff responsible for compliance may include financial staff, such as a CFO, Controller, Treasurer, or Accountant; and the key staff responsible for performance may include municipal administrators or program managers.	
5	Does the subrecipient have written procedures to implement federal payment requirements and determine cost allowability? Subrecipients must have written procedures for implementing federal payment requirements (200.305) and determining cost allowability (Subpart E). Written procedures for determining cost allowability should include or supplement employee compensation and travel policies if the subrecipient will pay employees or travel expenses through the Federal award. . For more information: 2 CFR 200.302 2 CFR 200.305 2 CFR 200 Subpart E	

Subrecipient Risk Assessment Tool

Date Completed

Entity Name			
Entity Type			Entity Fiscal Year End
Entity UEI			Entity EIN
6	Does the subrecipient have a documented procurement policy that is compliant with state and federal regulations? Subrecipients must have and use documented procurement procedures for the acquisition of property or services under the Federal subaward. These procedures must: 1. Consider the most economical purchase option 2. Require procurement transactions be conducted in a manner providing full and open competition. For more information: 2 CFR 200.318-327		
7	Does the subrecipient have a conflict of interest policy? Subrecipients must maintain written standards of conduct preventing conflicts of interest as part of their procurement policy. For more information: 2 CFR 200.318(c)		
8	Does the subrecipient have a civil rights/nondiscrimination policy?		
9	Does the subrecipient have a policy for complaints related to discrimination?		
10	Does the subrecipient have any outstanding lawsuits related to discrimination?		
11	Does the subrecipient have a record retention procedure that complies with all applicable state and federal guidelines? Subrecipients must maintain financial records, supporting documents, statistical records, and all other records pertinent to a Federal award for three years* after the submission of the final expenditure report as reported by the pass-through entity. An established record retention procedure improves the subrecipient's system of internal controls to ensure compliance with Federal requirements. For more information: 2 CFR 200.334		
12	Does the subrecipient have standard operating procedures and/or administrative manuals that indicate strong internal controls? The subrecipient must maintain standard operating procedures, administrative manuals, organizational charts, or other documentation that provide reasonable assurance that the subrecipient is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. For more information: 2 CFR 200.303		

Assessment completed by:

Name	Phone Number
Title	Email Address

RESOLUTION

WHEREAS, Donovan Lyons has faithfully and honorably served the citizens of Los Angeles, California and Oxford, Mississippi for over thirty-four years with passion, commitment, valor, and unwavering dedication; and

WHEREAS, his law enforcement career began in 1992 with the Los Angeles Police Department, where he rose to the rank of Sergeant and served in leadership roles within the Community Resources Against Street Hoodlums (CRASH) Gang Unit, Narcotics, Patrol, and eventually as the Officer-in-Charge of the Parole Intervention Team (PIT); and

WHEREAS, after relocating to Oxford, Mississippi in 2012, he continued his commitment to public service as an officer with the Oxford Police Department, rising through the ranks from Patrol Officer to Captain; and

WHEREAS, Captain Donovan Lyons has been a trusted and valued member of the department, utilizing his extensive knowledge and experience to train, mentor, and guide a new generation of officers beginning their journey in law enforcement; and

WHEREAS, Captain Lyons' experience helped shape the operational model now utilized for the Downtown District, implementing effective crowd management strategies informed by techniques refined during his years with the Los Angeles Police Department; and

WHEREAS, Captain Lyons built strong partnerships and lasting relationships with the Oxford School District while serving as the Sergeant in charge of the School Resource Officer program, fostering a safe and supportive environment for students and staff.

WHEREAS, Captain Lyons leaves a lasting legacy within the Oxford Police Department through the officers he mentored, the operational standards he helped establish, and the commitment to excellence and public trust that will continue to guide the department for years to come.

Therefore, be it resolved

That the Mayor and Board of Aldermen of the City of Oxford express their sincere appreciation and gratitude to

Donovan Lyons

for his work on behalf of the Oxford Police Department
and the City of Oxford.

Be it further resolved, that a copy of this resolution be spread upon
the minutes of the City of Oxford and that a copy of the same be presented to Donovan
Lyons, on this 17th day of March, 2026.

Mayor Robyn Tannehill
Alderman Mark Hulse Alderman Preston Taylor
Alderman Kesha Howell-Atkinson Alderman Brian Hyneman
Alderman Jason Bailey Alderman Mary Martha Crowe Alderman Erin Smith

PAYMENT DATE
03/11/2026
COLLECTION STATION
Station 1

City of Oxford
City Clerk's Office
107 Courthouse Square
Oxford, MS 38655

BATCH NO.
2026-00000411
RECEIPT NO.
2026-00001918
CASHIER
Daphanie Vaughn

RECEIVED FROM
STEFANO CAPOMAZZA

DESCRIPTION
4TH OF JULY FIREWORKS ON 06/27/2026 AT GOOSE CREEK TENNIS CLUB

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT																														
OPD	Oxford Police Dept. Fees 001-001-01 CASH GENERAL FUND \$25.00 001-000-305 INCOME FROM POLICE DEPT FEES \$25.00	\$25.00																														
Payments:	<table><tr><th>Type</th><th>Detail</th><th>Amount</th></tr><tr><td>Check</td><td>3797</td><td>\$25.00</td></tr><tr><td></td><td>Total Cash</td><td>\$0.00</td></tr><tr><td></td><td>Total Check</td><td>\$25.00</td></tr><tr><td></td><td>Total Charge</td><td>\$0.00</td></tr><tr><td></td><td>Total Wire</td><td>\$0.00</td></tr><tr><td></td><td>Total Other</td><td>\$0.00</td></tr><tr><td></td><td>Total Remitted</td><td>\$25.00</td></tr><tr><td></td><td>Change</td><td>\$0.00</td></tr><tr><td></td><td>Total Received</td><td>\$25.00</td></tr></table>	Type	Detail	Amount	Check	3797	\$25.00		Total Cash	\$0.00		Total Check	\$25.00		Total Charge	\$0.00		Total Wire	\$0.00		Total Other	\$0.00		Total Remitted	\$25.00		Change	\$0.00		Total Received	\$25.00	
Type	Detail	Amount																														
Check	3797	\$25.00																														
	Total Cash	\$0.00																														
	Total Check	\$25.00																														
	Total Charge	\$0.00																														
	Total Wire	\$0.00																														
	Total Other	\$0.00																														
	Total Remitted	\$25.00																														
	Change	\$0.00																														
	Total Received	\$25.00																														
Total Amount:		\$25.00																														

Customer Copy



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: Stefano Capomazza

Phone Number: 662-816-8763 E-mail Address: stefanoc@bellsouth.net

Address: 404 Sisk Ave

Oxford

(City)

MS

(State)

38655

(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: 6/27/24 Start Time: sundown - 15 minutes End Time: _____

Type of Event: 4th of July Fireworks

Event Location Information:

Starting Point Location: Goose Creek Tennis Club

Finish Line Location: _____

Detailed Route: _____

Other Information: _____

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

Number of Expected Participants: _____ Number of Expected Spectators: 200

Spacing Intervals to be Maintained Between Units: _____

Description of Attention-Getting Devices, Signs, Banners, or Recording Equipment to be

Used by Event: _____

III. Application Fee:

The application fee is \$25.00, and it must be paid at the time the application is submitted.

IV. Police Protection Fee:

As per Chapter 102, Article XX, Section 102-641- Police Protection, the Chief of Police shall determine whether and to what extent additional police protection is reasonably necessary for the parade or public assembly for traffic control and public safety. If additional police protection is deemed necessary by the Chief of Police, the applicant will be solely responsible for this cost and must remit payment prior to the date of the event.

V. Signatures:

[Signature] 3/11/24
Applicant Signature Date

Approved By: Chief of Police, Oxford Police Department Date



Memorandum

To: Mayor and Board of Aldermen
From: Ben Requet, Director of Planning
Date: March 17, 2026
Re: Second Reading and Public Hearing of an Ordinance Amending Chapter 22 Buildings, Article IV Housing, Division 3 Affordable Housing

The purpose of this amendment is to formally integrate the new Section 504(d) Affordable Rental Housing Certification program into the City's existing Affordable Housing Ordinance and to clarify that participation in this program is the required path for any property seeking to qualify as affordable rental housing under Mississippi Code Annotated 27-35-504(d) and per guidance through the Mississippi Attorney General's opinion provided on February 19, 2025. The proposed language under subsection (e) establishes the City's voluntary Affordable Housing Incentive Program, to be administered by the Planning Department in consultation with the Affordable Housing Commission, and ties local participation and compliance standards to eligibility for Net Operating Income (NOI) based tax assessment as allowed under state law.

The Affordable Housing Commission, led in this effort by Dr. Janice Antonow and supported by other Commission members, has developed the accompanying program framework, participation agreement, and related administrative documents to guide implementation. These materials set forth the program's purpose, eligibility criteria, income and rent restrictions, reporting obligations, and enforcement mechanisms, and they are included with this memo for your review. Together, they provide a clear, administrable structure to ensure that properties receiving NOI based tax treatment are serving low- and moderate-income households in a manner consistent with the City's affordable housing goals. The Affordable Housing Commission is in communication with the Lafayette County Tax Assessor and members of the Lafayette County Board of Supervisors.

The Ordinance Review Committee met on November 10, 2025, to review the proposed modification to subsection (e) and the related program materials. Following its discussion, the Committee recommended that the ordinance modification proceed to the Mayor and Board of Aldermen meeting. This ordinance modification establishes the existence of the program within the City's code; however, prior to implementation, Staff, on behalf of the Commission, will return to the Mayor and Board of Aldermen with a resolution to officially adopt the Section 504(d) Affordable Rental Housing Certification Program with the purpose of providing another incentive used for an increased supply of new or converted workforce housing within the City of Oxford.

The Affordable Housing Commission respectfully requests your consideration and approval of the ordinance amendment to add the new language under subsection (e) and thereby activate the Section 504(d) Affordable Rental Housing Certification Program as an official component of the City's Affordable Housing Ordinance.

DIVISION 3. AFFORDABLE HOUSING

Sec. 22-256. Definitions, eligibility, and application.

- (a) For the purpose of this article, "affordable housing" shall mean housing, available either for rent or purchase, that is affordable to those with household incomes below 80 percent of the standard area median income ("AMI") as defined by the most current AMI schedule published by the U.S. Department of Housing and Urban Development.
- (b) An "affordable housing development" is a residential development that guarantees to the satisfaction of the mayor and board of aldermen that at least ten percent of its dwelling units will be available as affordable housing for at least 15 years.
- (c) The mayor and board of aldermen shall consider designation of a residential development as an affordable housing development only after submittal of an affordable housing project application, which shall include as a minimum the following:
 - (1) A vicinity map of suitable scale to show the tract of property and its relation to the surrounding area;
 - (2) A conceptual site plan of the development, which shall include at a minimum, information pertaining to the proposed street and lot layout, the number of residential lots and structures proposed for each lot, typical lot dimensions, public use areas, availability of utilities, typical building floor plans and typical building elevation plans;
 - (3) An affordability narrative, which shall include at a minimum:
 - a. A detailed explanation of the percentage and types of affordable housing proposed.
 - b. A detailed description of how the development satisfies the definition of "affordable housing" above, including proposed pricing and income targets.
 - c. A guarantee that the designated units will remain affordable for a period of at least 15 years, including a detailed plan for monitoring and enforcing compliance.
 - (4) An affidavit from the developer or owner affirming that the project will be constructed in accordance with the approved application and that affordable housing component of the development shall be maintained for the period specified in the affordability narrative.
- (d) A designation by the mayor and board of aldermen as an affordable housing development shall be valid for a period of three years. The director of planning may, in their discretion, grant an extension of one year. No incentives shall remain available if a building permit is not issued prior to the expiration of an affordable housing development designation. Affordable housing project designations may be transferable upon City of Oxford approval. The process for transferring incentives is as follows:
 - (1) A developer approved for incentives shall notify the director of planning of the intent to transfer the incentives to another developer for the same development.
 - (2) The developer receiving (new developer) the incentives as part of the transfer, shall provide a new affidavit of intent and a letter of intent to comply with all previously approved requirements of the original developer. This letter shall be provided to the director of planning.

-
- (3) Should the new developer intend to make any changes to the previously approved development proposal that impacts the original incentive package, then a new incentive request shall be sought.
 - (e) Optional participation in tax-qualified affordable rental program. The City shall establish a voluntary affordable rental program (the "Affordable Housing Incentive Program"). The Affordable Housing Incentive Program shall be administered by the Planning Department, with consultation with the Affordable Housing Commission. Participation in the Affordable Housing Incentive Program shall be voluntary but required for any development or property that seeks to qualify as "affordable rental housing" under § 27-35-50(4)(d) of the Mississippi Code.

(Ord. No. 2025-4, § I, 6-3-2025)

Sec. 22-257. Affordable housing incentives.

- (a) *Development fees.* Affordable housing developments shall be entitled to a waiver or reduction of the following development and building fees listed below. In no case shall the waiver or reduction of a development fee for an affordable housing development relieve an owner, developer, contractor, or other responsible party from the obligation to receive any necessary city permit or approval, or from any requirement necessary to receive any such permit or approval.
 - (1) *Planning department review fees.* Fees for planning department review of applications for approval of site plans, subdivision plats, variances, and special exceptions, as set forth in the fee schedule referenced in Appendix A.1 of the city's land development code.
 - (2) *Building department fees.* Building permit fees and building plan review fees set forth in the International Building Code, as amended by Oxford Code of Ordinances section 22-24.
 - (3) *Water and sewer connection fees.* Fees assessed by public works department for connection of water and sewer server as set forth in Oxford Code of Ordinances sections 114-39 and 114-40.

Development fees shall be waived or reduced according to the following schedule:

- (1) Developments guaranteeing maintenance of 100 percent of their dwelling units as affordable housing for 15 years shall receive a full waiver of development fees.
 - (2) Developments guaranteeing maintenance of less than 100 percent, but at least 10 percent of their dwelling units as affordable housing for 15 years shall receive a percentage reduction in development fees equivalent to the percentage of units maintained as affordable housing.
- (b) *Site restoration performance bonding.* Affordable housing developments shall be entitled to a waiver or reduction of the site restoration performance bonding requirement set forth in section 9.2.10.3 of the land development code. Site restoration performance bonding requirements shall be waived or reduced according to the following schedule:
 - (1) Developments guaranteeing maintenance of 100 percent of their dwelling units as affordable housing for 15 years shall receive a full waiver of the site restoration bonding requirement.
 - (2) Developments guaranteeing maintenance of less than 100 percent, but at least 10 percent, of their dwelling units as affordable housing for 15 years shall receive a percentage reduction of the site restoration bonding requirement equivalent to the percentage of units maintained as affordable housing.

The mayor and board of aldermen may, in their discretion, reduce or disallow a waiver of site restoration bond requirements if they find that any owner, developer, financier, bonding agent, or contractor associated with an affordable housing development has previously failed to comply with landscaping obligations imposed by the city, abandoned any site such that site restoration activities were required, provided inadequate or otherwise

improper site restoration security, or failed to timely honor a site restoration bond with respect to any prior construction project within the city.

- (c) *Tree preservation and mitigation requirements.* Affordable housing developments may, in the discretion of the mayor and board of aldermen, be allowed a reduction of the tree preservation and mitigation requirements set forth in article 6.1 of the land development code. In considering such requests, the mayor and board of aldermen shall consider the tree preservation criteria set forth in section 6.1.6 of the city's land development code, as well as the degree of affordability of the housing to be offered, the location of the project, the overall impact of a reduction on the tree canopy, and other standards peculiar to the project or the location that are deemed important factors.

Requests for reductions in tree preservation and mitigation requirements shall be considered according to the following guidelines:

- (1) Developments guaranteeing maintenance of 100 percent of their dwelling units as affordable housing for 15 years may:
 - a. Receive up to double the amount of tree retention credit available for their sites available sections 6.1.7 and 6.1.9.1 of the land development code;
 - b. Receive up to a 50 percent reduction in the post-credit number of trees that must be replanted or mitigated by virtue of payment into the city's tree escrow account; and/or
 - c. Propose to dedicate a portion of their property to a perpetual conservation easement with the city designated as the "holder" pursuant to MCA 1972, § 89-19-3 and request that the city use funds from the tree escrow account to plant trees within the encumbered property in a number sufficient to satisfy the applicant's remaining tree mitigation obligations.
- (2) Developments guaranteeing maintenance of less than 100 percent, but at least ten percent, of their dwelling units as affordable housing for 15 years may:
 - a. Receive an increase in the amount of tree retention credit available for their sites pursuant to sections 6.1.7 and 6.1.9.1 of the land development code up to an amount commensurate with the percentage of guaranteed affordable housing in their development (for example, 75 percent guaranteed affordable housing units could receive up to 175 percent of the available credits); and/or
 - b. Receive a reduction in the post-credit number of trees that must be replanted or mitigated by virtue of payment into the city's tree escrow account, up to an amount inversely proportionate to the percentage of guaranteed affordable housing in their development (for example, 75 percent guaranteed affordable housing units could receive a reduction of up to 25 percent of trees to be replanted or mitigated).

Nothing in the ordinance from which this article is derived shall relieve the owner or developer of an affordable housing development of any other obligation imposed by the city's tree preservation and mitigation ordinances, including completion of a tree inventory, or any landscaping or tree-planting obligation not specifically referenced in this article.

In no event shall an affordable housing development be eligible for a reduction in tree preservation and mitigation requirements if the mayor and board of aldermen find that the applicant removed trees from the site prior to the completion of a tree survey and/or development approval in violation of section 6.1.11 of the city's land development code.

- (d) *Stormwater and other utility requirements.* Upon the recommendation of the director of public works, the mayor and board of aldermen may, in their discretion, allow modifications to the stormwater management requirements set forth in chapter 98 of the city's Code of Ordinances. The mayor and board of aldermen may

also accept a dedication of a portion of the property for the purposes of extending utility services to the development and installing and maintaining necessary infrastructure to that end.

(Ord. No. 2025-4, § I, 6-3-2025)

Sec. 22-258. Failure to comply; penalties.

If an owner or developer fails to comply with any term or condition of an affordable housing designation or fails to maintain the agreed-upon percentage of affordable housing for the agreed-upon length of time, the mayor and board of aldermen may revoke the designation after allowing the applicant or its successor to address such failure at a regularly-scheduled board meeting.

Upon revocation, all waived or reduced fees, assessments, and/or bonds shall become immediately due and payable to the city by the applicant. The mayor and board of aldermen may, upon revocation, disclaim and abandon any infrastructure maintained by the city as a result of a designation.

(Ord. No. 2025-4, § I, 6-3-2025)

Sec. 22-259. Affordable housing commission.

- (a) *Affordable housing commission established.* There is hereby established the affordable housing commission consisting of nine voting members appointed by the mayor and approved by the board of aldermen. Members must be residents of Oxford or Lafayette County, or employed in organizations related to affordable housing in Lafayette County. Two positions shall be designated: A representative of the Oxford Housing Authority and a representative from a local nonprofit organization working to address affordable housing in the community.

The mayor may also appoint, and approved by the board of aldermen, ex-officio (non-voting) members representing organizations also working toward affordable housing goals.

To the extent practicable, the majority of voting members shall work in an employed or volunteer capacity for organizations related to the field of housing, finance, or abatement of poverty.

- (1) *Terms, appointment, and communication.* Members of the commission shall serve three-year staggered terms. (The first set of members shall be appointed for one-, two-, or three-year terms that will be automatically renewed. Three will have one-year terms, three will have two-year terms, and three will have three-year terms.) Vacancies shall be filled by appointment for the remaining unexpired term. Members shall serve without compensation; however, the city, if prior approval has been obtained by the mayor and board of aldermen, may pay certain expenses incurred by the commission. The commission may receive and communicate with the mayor and board of aldermen or the county board of supervisors as it wishes.
- (2) *Officers, meetings, quorum, and records.* Members of the commission may select their own officers, which may include a chairman, vice-chairman, and secretary. Meetings of the commission shall be held as determined by the commission, but at least quarterly and shall be open to the public. A majority of the members (present in person or via a remote connection) shall constitute a quorum.

Summary minutes will be taken by the elected secretary. The records of attendance and all matters before the commission shall be maintained, and a designated city staff person shall serve the commission in a secretarial and/or liaison capacity.
- (3) *Sub-committees.* The commission is authorized to appoint, as necessary or desired, sub-committees to evaluate and research topics related to the need for affordable housing. Two special committees, the

advisory committee and a research committee shall be created on an as-needed basis, as described below:

- a. *Advisory sub-committee.* An advisory committee comprised of persons from a wide range of expertise related to the need for, creation of, and maintenance of affordable housing shall be created to meet on an as-needed basis at the discretion of the commission to evaluate proposals related to furthering the purpose of creating and maintaining affordable housing from broad based perspectives. This committee shall be comprised of selected representatives (if available) from the following groups, as appropriate for the issues under consideration: NAACP, Lafayette County Planning Department, Oxford Planning Commission, Habitat for Humanity, University of Mississippi Housing Department, the Sigma LOU Group, a realtor, a housing developer, and a banker as desired by those representative groups.
 - b. *Research sub-committee.* The committee shall pursue research related to topics related to the need for affordable housing as directed by the commission on an as-needed basis. This occasional committee may be requested by the commission to prepare statistical data necessary for updating the affordable housing plan and may propose topics of research to the commission.
- (b) *Activities and products.*
- (1) *Reports.* The commission is empowered to, from time to time, produce reports which may include but are not limited to the following:
 - a. *Affordable housing plan.* If directed by the mayor and board of aldermen, or if desired by the commission members, the commission shall work with city staff to prepare a comprehensive plan, or revisions to an existing plan, for affordable housing in Oxford and Lafayette County. This plan should include, at least, an assessment of the number of persons needing affordable housing, an inventory of the number and availability of affordable housing units, and options to pursue to increase the number of and maintenance of existing affordable housing units. The affordable housing plan shall be reviewed annually by the commission to evaluate progress toward the goals in the plan. It is recommended that this plan be updated every five years.
 - b. *Updates to the city comprehensive plan.* When updates to the city comprehensive plan are directed by the mayor and board of aldermen, the commission shall work with city staff and the board of aldermen to make recommendations regarding updates to the portions of the city's comprehensive plan that relate to affordable housing within the city.
 - c. *As requested.* In addition, the commission, when requested by the mayor and board of aldermen, shall consider, investigate, make findings, report, and recommend upon any matter within the scope of its jurisdiction.
 - (2) *Increase of affordable housing supply.* The commission may recommend, through changes to codes or ordinances, through pursuit of grants or donations or within established or otherwise reasonable budgetary guidelines, to any appropriate city or county department, general or specific areas of the city where such proposal would increase the amount of affordable housing and maintenance of existing low-income housing. The commission may develop strategies in association with city or county departments to enhance, increase and maintain the stock of affordable housing.
 - (3) *Education.* The affordable housing commission is empowered to develop programs with the community organizations to educate children and adults about the need for and types of affordable housing.
 - (4) *Affordable housing trust fund.* The commission shall advise the mayor and board of aldermen regarding implementation of Action Item 49, "Establish housing trust fund," of Vision 2037, Oxford's Comprehensive City Plan (adopted August 2, 2016), pursuant to the principles and policies set forth in that comprehensive plan.

-
- (c) *Annual update to board of aldermen.* The commission shall prepare and present at least once annually an update on the efforts of the commission to the board of aldermen. This presentation may include, as appropriate, a review of the affordable housing plan, recommended updates to the city's comprehensive plan related to affordable housing, data related to affordable housing supply, public comments, and any other content the commission finds relevant regarding the city's efforts to increase the supply of affordable housing. It may also include the results of any specific research requested by the board of aldermen. This presentation shall occur in July unless otherwise scheduled by the board of aldermen.

(Ord. No. 2025-4, § I, 6-3-2025)

Secs. 22-260—22-284. Reserved.



Lynn Fitch
ATTORNEY GENERAL
OPINIONS AND POLICY

February 19, 2025

Paul B. Watkins, Esq.
Attorney, City of Oxford
David D. O'Donnell, Esq.
Attorney, Lafayette County
2094 Old Taylor Road, Suite 200
Oxford, Mississippi 38655

Re: Tax Assessment of Affordable Housing

Dear Mr. Watkins and Mr. O'Donnell:

The Office of the Attorney General has received your request for an official opinion.

Background

According to your request, Oxford (the "City") has adopted an Affordable Housing Ordinance that makes certain incentives available to developers of affordable housing developments. The ordinance defines "affordable housing" as "housing, available either for rent or purchase, that is affordable to those with household incomes below 80 percent of the standard area median income ("AMI") as defined by the most current AMI schedule published by the U.S. Department of Housing and Urban Development" and "affordable housing development" as a residential development that guarantees "at least ten percent of its dwelling units will be available as affordable housing for at least 15 years." Qualified developments may apply to the City's governing authorities for waivers or reductions of development fees, site restoration bonding, tree mitigation requirements, and stormwater management requirements. The City believes its Affordable Housing Ordinance qualifies as a "similar program," as referenced in Mississippi Code Annotated Section 27-35-50(4)(d), because it is intended to increase the supply of affordable housing within the City and because it restricts the occupancy and rental rates of affordable units.

Question Presented

May the county tax assessor apply the appraisal procedure described in Section 27-35-50(4)(d) to a residential development that qualifies as an "affordable housing development" under the City's Affordable Housing Ordinance, regardless of whether the development is subject to any other housing program listed or described in that statute?

Brief Response

To apply the appraisal procedure set forth in Section 27-35-50(4)(d), a residential development must meet the definition of “affordable rental housing” as set forth in Section 27-35-50(4)(d)(i). Whether a residential development that qualifies as an “affordable housing development” under the City’s Affordable Housing Ordinance would be considered “affordable rental housing” as set forth in Section 27-35-50(4)(d)(i) is a question of fact upon which this office may not opine.

Applicable Law and Discussion

We first note that this office may not interpret municipal ordinances or federal law. *See* MS AG Op., *Tullos* at *1 (Aug. 27, 2018); MS AG Op., *Snell* at *2 (Mar. 16, 2018).

Section 27-35-50(4)(d) provides in part:

In arriving at the true value of affordable rental housing, the assessor shall use the appraisal procedure set forth in land appraisal manuals of the Department of Revenue. Such procedure shall prescribe that the appraisal shall be made according to actual net operating income attributable to the property, capitalized at a market value capitalization rate prescribed by the Department of Revenue that reflects the prevailing cost of capital for commercial real estate in the geographical market in which the affordable rental housing is located adjusted for the enhanced risk that any recorded land use regulation places on the net operating income from the property. . . . As used in this paragraph:

(i) “Affordable rental housing” means residential housing consisting of one or more rental units, the construction and/or rental of which is subject to Section 42 of the Internal Revenue Code (26 USC 42), the Home Investment Partnership Program under the Cranston-Gonzalez National Affordable Housing Act (42 USC 12741 et seq.), the Federal Home Loan Banks Affordable Housing Program established pursuant to the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA) of 1989 (Public Law 101-73), or any other federal, state or *similar program intended to provide affordable housing to persons of low or moderate income and the occupancy and maximum rental rates of such housing are restricted based on the income of the persons occupying such housing.*

(ii) “Land use regulation” means a restriction imposed by an extended low-income housing agreement or other covenant recorded in the applicable land records or by applicable law or regulation restricting the maximum income of residents and/or the maximum rental rate in the affordable rental housing.

(emphasis added). In sum, to apply the appraisal procedure set forth in Section 27-35-50(4)(d), a residential development must meet the definition of “affordable rental housing” as set forth in Section 27-35-50(4)(d)(i).

You ask if the county tax assessor may apply the appraisal procedure described in Section 27-35-50(4)(d) to a residential development that qualifies as an “affordable housing development” under the City’s Affordable Housing Ordinance, regardless of whether the development is subject to any other housing program listed or described in that statute. Pursuant to Section 7-5-25, this office may only opine upon matters of state law. Whether a residential development that qualifies as an “affordable housing development” under the City’s Affordable Housing Ordinance would be considered “affordable rental housing” as set forth in Section 27-35-50(4)(d)(i) is a question of fact upon which this office may not opine. However, if the determination is made that (1) the City’s Affordable Housing Ordinance is a “similar program [to those listed] intended to provide affordable housing to persons of low or moderate income,” *and* (2) “the occupancy and maximum rental rates of [the subject] housing are restricted based on the income of the persons occupying such housing,” then the county tax assessor may apply the appraisal procedure described in Section 27-35-50(4)(d) to the subject residential development.

If this office may be of any further assistance to you, please do not hesitate to contact us.

Sincerely,

LYNN FITCH, ATTORNEY GENERAL

By: */s/ Maggie Kate Bobo*

Maggie Kate Bobo
Special Assistant Attorney General



City of Oxford
Affordable Housing Commission
107 Courthouse Square
Oxford, MS 38655
[Insert Email]
(662) XXX-XXXX

[Date]

[Owner/Property Manager Name]
[Company or Property Name]
[Property Address]
[City, State, Zip]

Subject: **Certification of Participation in the City of Oxford Section 50(4)(d)
Affordable Rental Housing Certification Program**

Dear [Owner/Property Manager Name],

The City of Oxford Affordable Housing Commission is pleased to inform you that [Property Name], located at [Property Address], has been officially certified under the City of Oxford Section 50(d)(4) Affordable Rental Housing Certification Program pursuant to Miss. Code Ann. § 27-35-50(4)(d).

This certification confirms that your property has met all eligibility requirements for the Program, including:

- Submission of a complete Program Application and supporting documents
- A fully executed Participation Agreement
- Verification of income and rent restrictions for qualifying units
- Agreement to comply with all reporting, occupancy, and affordability requirements

As a certified participant, your property is eligible to receive a net operating income (NOI)-based property tax assessment, as administered by the Lafayette County Tax Assessor in coordination with the City.

Please note that continued participation in the Program requires:



CITY OF OXFORD SECTION 50(4)(d) AFFORDABLE RENTAL HOUSING CERTIFICATION PROGRAM

PROGRAM OUTLINE

1. Purpose and Legal Authority

The City of Oxford established the City of Oxford Section 50(4)(d) Affordable Rental Housing Certification Program (the “Program”) to promote the development and long-term affordability of residential rental housing for low- and moderate-income households. This Program is adopted under the authority of Mississippi Code Annotated § 27-35-50(4)(d), which allows property tax assessments based on net operating income (NOI) for housing developments that meet local affordability standards.

The Program provides an avenue for qualifying properties to receive NOI-based tax assessment in exchange for income and rent restrictions, reporting obligations, and compliance oversight by the City.

2. Program Structure

A. Covered Properties

The Program is limited to residential rental housing. Owner-occupied units are ineligible. Mixed-income or mixed-use properties may apply for partial certification of designated units, provided those units are clearly identified and managed separately in accordance with Program requirements. Properties with recorded covenants or regulatory agreements restricting income and rent may be considered for certification, but must still demonstrate active compliance with Program standards to the satisfaction of the Commission. Properties inside the City Limits of Oxford may be considered for certification, and, additionally, properties which have or are approved for Oxford utilities may be considered for certification.

B. Income Restrictions

All certified units must be occupied exclusively by households earning no more than 80 percent of the Area Median Income (AMI), adjusted for household size and based on limits published annually by the U.S. Department of Housing and Urban Development (HUD). Each lease must include income certification language, and initial eligibility must be verified at lease signing.

C. Rent Restrictions

Rents may not exceed the most recent HUD HOME Rent Limits, HUD Fair Market Rents (FMR), or another reasonable third-party benchmark approved by the Oxford Affordable Housing Commission. If tenants are responsible for utilities, a utility allowance may be subtracted from gross rent using an approved schedule. If utilities are included in rent, the Commission may approve a modest upward adjustment to the applicable rent cap based solely on documented utility costs. Such adjustments shall not exceed actual average utility expenses verified through prior-year billing or third-party utility allowance schedule.

D. Initial Commitment

Certification under the Program requires a minimum commitment of three years. Properties in good standing for at least three consecutive years may request a five-year renewal.

3. Application and Certification

A. Initial Application Requirements

To apply for certification, an owner must submit the following to the Oxford Affordable Housing Commission:

1. A completed Program Application;
2. A rent schedule and unit mix chart;
3. A management plan showing income screening procedures;
4. A sample lease with affordability provisions;
5. Any request for partial certification, clearly identifying which units will be included.

The Commission may issue a provisional certification, valid for up to six months if the owner submits a detailed affordability plan and demonstrates good-faith efforts towards full compliance. No property shall receive NOI-based assessment during the provisional period unless and until the full certification is granted.

B. Annual Compliance Requirements

Each certified property must submit the following to the City no later than April 1 of each year:

1. A certified Net Operating Income (NOI) statement;
2. A compliance report confirming that all certified units met occupancy and rent requirements during the prior calendar year;
3. Copies of anonymized lease(s) showing tenant income certification;
4. A sworn statement attesting to continued compliance.

Failure to submit the required documentation may result in revocation of the property's certification (See Section 5).

Upon written request submitted prior to April 1, the Commission may allow extensions or alternative formats for City-required reports. This does not apply to the NOI statement, which must be submitted to the county tax assessor by April 1, as required by Miss. Code Ann. § 27-35-50(4)(d).

4. Administrative Flexibility

To ensure effective and practical administration, the Oxford Affordable Housing Commission may approve limited exceptions in writing. Exceptions may be granted in the following circumstances:

1. Deviations from rent benchmarks where justified by unit configuration or utility arrangements;
2. Alternative income or rent verification procedures for special populations, including but not limited to students or recipients of disability income;
3. Partial certifications for designated units within a larger development.
4. Other Circumstances where strict application of Program terms would substantially undermine the feasibility of providing affordable housing and the exception does not conflict with the Program's core eligibility requirements.

No exception may be granted if it would undermine the Program's requirement that all certified units remain affordable to households earning no more than 80 percent of AMI.

5. Enforcement and Revocation

A. Grounds for Revocation

Certification may be revoked by the City if the owner:

1. Fails to comply with income or rent restrictions;
2. Submits false or misleading information in any report;
3. Fails to submit required documentation by the stated deadline;
4. Misrepresents unit configurations or applies benefits to unapproved units.

B. Cure Period for Minor Violations

For first-time or minor violations, including late filings or technical omissions, the City may provide written notice and allow the owner 30 days to cure. Certification will remain in effect if the violation is cured in full within the cure period.

Intentional fraud, leasing to over-income tenants, or charging rents above the allowable limit will not be subject to a cure period and will result in immediate revocation.

Inadvertent clerical errors or good-faith technical mistakes may be corrected without penalty at the City's discretion, provided the owner has no history of prior violations and the error is resolved immediately upon notice.

C. Consequences of Revocation

If certification is revoked, the following consequences apply:

1. The property will become ineligible for NOI-based tax assessment in the current and future tax years, unless recertified;
2. The City may request that the Lafayette County Tax Assessor revert the property's assessment to market value;
3. In cases involving material misrepresentation, the City may seek recovery of the tax benefit received during the noncompliant period.

6. Program Oversight

The Oxford Affordable Housing Commission shall administer this Program and is authorized to:

1. Review and approve applications for certification;
2. Revoke or suspend certification as necessary;
3. Approve written exceptions consistent with the goals of the Program;
4. Coordinate with the Lafayette County Tax Assessor;
5. Develop and maintain administrative forms and reporting templates;
6. Publish an annual list of certified properties;
7. Offer streamlined renewals for properties with three or more years of continuous compliance.

7. Legal Effect

This Program satisfies the requirements of Mississippi Code Annotated § 27-35-50(4)(d) by establishing a municipal affordable housing initiative in which:

1. Occupancy is restricted based on household income;
2. Rents are restricted based on independently verified third-party benchmarks;
3. The property is subject to a formal certification and reporting process; and
4. The City retains authority to monitor, enforce, and revoke benefits in cases of noncompliance.

Properties certified under this Program may lawfully be assessed by Lafayette County using the net operating income method in accordance with Mississippi law.

THIS REVISION: 10/01/2025
PRIOR REVISIONS: 09/11/2025; 08/27/2025

1. Annual submission of compliance documentation by April 1 each year, including certified NOI statements and tenant income verification reports; and
2. Ongoing adherence to all Program requirements as outlined in your executed participation contract and the Program guidelines.

Failure to maintain compliance may result in revocation of certification and loss of NOI-based assessment benefits.

For complete Program details, reporting instructions, and relevant forms, please visit <https://www.oxfordms.net/affordable-housing-commission>.

Thank you for your commitment to providing affordable housing opportunities within our community. If you have any questions regarding your certification status or reporting requirements, please contact the Affordable Housing Commission at [Insert Email] or (662) XXX-XXXX.

Sincerely,

[Signature]

[Insert Name]

[Insert position at Affordable Housing Commission]

City of Oxford Affordable Housing Commission

THIS REVISION: 10/01/2025
PRIOR REVISIONS: 09/11/2025; 08/27/2025



CITY OF OXFORD SECTION 50(4)(d) AFFORDABLE RENTAL HOUSING CERTIFICATION PROGRAM

PARTICIPATION AGREEMENT

(Adopted Pursuant to Miss. Code Ann. § 27-35-50(4)(d))

THIS AGREEMENT is entered into by and between **THE CITY OF OXFORD, MISSISSIPPI** ("City"), acting through the Oxford Affordable Housing Commission ("Commission"), and the undersigned property owner ("Owner"). The purpose of this Agreement is to formalize the Owner's participation in the City of Oxford Section 50(4)(d) Affordable Rental Housing Certification Program (the "Program"), under which qualified properties may receive net operating income ("NOI")-based property tax assessments in exchange for complying with affordability restrictions, reporting obligations, and other terms established by the Program.

The City retains discretion to administer and interpret the Program, including the authority to approve reasonable exceptions, clarify Program procedures, or modify administrative requirements, so long as such actions are consistent with the overall purpose of promoting affordable rental housing for low- and moderate-income households.

This Agreement incorporates by reference the full Program guidelines as adopted and amended from time to time by the City.

1. DEFINITIONS

1.1 PROGRAM: "Program" means the City of Oxford Section 50(4)(d) Affordable Rental Housing Certification Program adopted by the City of Oxford pursuant to Miss. Code Ann. § 27-35-50(4)(d).

1.2 CERTIFIED UNITS: "Certified Units" means the specific rental units approved by the Commission as eligible for NOI-based tax assessment under the Program.

1.3 COMMISSION: "Commission" means the Oxford Affordable Housing Commission.

1.4 OWNER: “Owner” means the individual or legal entity signing this Agreement as the person responsible for the property’s management and compliance with the Program.

2. PROPERTY INFORMATION

2.1 PROPERTY IDENTIFICATION

2.1.1 Property Address: _____

2.1.2 Parcel Number(s): _____

2.2 PROPERTY DESCRIPTION

2.2.1 Total Number of Units: _____

2.2.2 Number of Units to be Certified under Program: _____

2.3 CERTIFICATION TERM: Initial Certification Term: Three (3) years from the Effective Date

3. PROGRAM PARTICIPATION

3.1 PROGRAM ACKNOWLEDGMENT: Owner agrees to comply with all terms of the Program, as adopted by the City.

3.2 BASIS FOR TAX TREATMENT: Owner understands that NOI-based tax assessment is available only while the property remains in compliance with Program requirements and maintains valid certification.

4. AFFORDABILITY REQUIREMENTS

4.1 INCOME LIMITS: Certified Units must be leased exclusively to households earning no more than 80% of the Area Median Income (AMI), adjusted for household size and updated annually by HUD.

4.1.1 Tenant income must be verified at the time of lease execution.

4.1.2 All leases for Certified Units must include income certification language.

4.2 RENT LIMITS: Rents must not exceed HUD HOME Rent Limits, Fair Market Rents, or another benchmark approved by the Commission.

- 4.2.1** If tenants pay utilities, a utility allowance may be deducted using an approved schedule.
- 4.2.2** If rent includes utilities, any upward adjustment must be pre-approved and supported by documentation such as prior-year billing or a utility allowance schedule.
- 4.2.3** Owner must retain documentation supporting all rent and utility determinations and provide such records upon request.

5. CERTIFICATION AND REPORTING

5.1 INITIAL CERTIFICATION: Owner must submit a completed Program application and all required documentation.

- 5.1.1** The Commission may issue provisional certification, valid for up to six months, based on a detailed affordability plan.
- 5.1.2** NOI-based tax treatment is not available until full certification is granted.

5.2 ANNUAL REPORTING REQUIREMENTS: On or before April 1 each year, Owner must submit to the City:

- a. A certified NOI statement
- b. A compliance report demonstrating that all certified units met rent and income requirements
- c. Two to three anonymized leases showing tenant income certification
- d. A sworn statement of continued compliance

5.2.1 The NOI statement must also be submitted to the Lafayette County Tax Assessor as required by Miss. Code Ann. § 27-35-50(4)(d).

5.2.2 Upon written request submitted before April 1, the Commission may approve alternate formats or limited extensions for City filings. This does not apply to the NOI statement.

5.3 OWNER REPRESENTATION: Owner represents that all information submitted in connection with Program certification, including applications, reports, and supporting documents, is accurate to the best of their knowledge and belief.

6. MONITORING AND INSPECTIONS

6.1 RIGHT TO INSPECT: Owner agrees to permit the City or its designees to inspect Certified Units, records, and leases as needed to verify compliance.

6.2 OBLIGATION TO COOPERATE: Owner agrees to provide requested documents and information promptly and accurately.

7. ENFORCEMENT AND REVOCATION

7.1 GROUNDS FOR REVOCATION: The City may revoke certification if Owner:

- a. Fails to comply with income or rent limits
- b. Submits false or misleading information
- c. Misses reporting deadlines
- d. Misrepresents unit status or applies benefits to ineligible units

7.2 CURE PERIOD FOR MINOR VIOLATIONS: The City may allow a 30-day cure period for first-time or minor violations.

7.2.1 Intentional fraud, leasing to over-income tenants, or charging rents above the allowed limits will result in immediate revocation without a cure period.

7.3 TECHNICAL ERRORS: The City may permit correction of good-faith clerical or technical errors without penalty, provided there is no history of prior violations.

7.4 CONSEQUENCES OF REVOCATION

7.4.1 NOI-based assessment will be discontinued, and the property may be reassessed at market value.

7.4.2 The City may seek recovery of tax benefits if revocation is based on material misrepresentation.

8. GENERAL PROVISIONS

8.1 TRANSFER AND ASSIGNMENT: This Agreement may not be assigned or transferred without the City's prior written approval.

8.2 GOVERNING LAW: This Agreement shall be governed by the laws of the State of Mississippi.

8.3 AMENDMENTS: No amendment to this Agreement is valid unless in writing and signed by both parties.

8.4 EFFECTIVE DATE AND DURATION: This Agreement is effective upon signature by both parties.

8.4.1 The initial certification period shall be three (3) years. Owner may seek renewal consistent with Program requirements.

8.5 **ENTIRE AGREEMENT:** This Agreement, together with the Program as adopted by the City, constitutes the entire understanding between the parties.

8.6 **SEVERABILITY:** If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in effect.

8.7 **NOTICES:** All notices under this Agreement must be in writing and delivered to the addresses set forth below or such other address as either party designates in writing.

For the City:

For the Owner:

City of Oxford, MS
107 Courthouse Square
Oxford, MS 38655

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

CITY OF OXFORD

Signature: _____

Printed Name: _____

Title: _____

Date: _____

OWNER

Signature: _____

Printed Name: _____

Title: _____

Date: _____

THIS REVISION: 09/11/2025
PRIOR REVISIONS: 09/11/2025; 08/27/2025

CITY OF OXFORD, MISSISSIPPI
ORDINANCE NO. 2026-

AN ORDINANCE AMENDING CHAPTER 22 BUILDINGS ARTIVLE VI HOUSING DIVISION 3 AFFORDABLE HOUSING OF THE CODE OF ORDINANCES OF THE CITY OF OXFORD, MISSISSIPPI

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

SECTION 1. That Chapter 22, Article VI, Division 3 of the Code of Ordinances, Oxford, Mississippi, is hereby amended to read as follows:

...

ADD - (e) Optional participation in tax-qualified affordable rental program. The City shall establish a voluntary affordable rental program (the "Affordable Housing Incentive Program"). The Affordable Housing Incentive Program shall be administered by the Planning Department, with consultation with the Affordable Housing Commission. Participation in the Affordable Housing Incentive Program shall be voluntary but required for any development or property that seeks to qualify as "affordable rental housing" under § 27-35-50(4)(d) of the Mississippi Code.

SECTION II. REPEALING CLAUSE

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

SECTION III. EFFECTIVE DATE

All ordinances shall take effect and be in force as provided by law.

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

Alderman Smith	voted
Alderman Hulse	voted
Alderman Hyneman	voted
Alderman Howell-Atkinson	voted
Alderman Taylor	voted
Alderman Bailey	voted
Alderman Crowe	voted

APPROVED, this day the _____ of _____, 2026.

ROBYN TANNEHILL, MAYOR

LESLIE MCCORMICK, CITY CLERK



THE CITY OF
OXFORD

MEMORANDUM

To: Board of Aldermen
From: Mark Levy
CC: Hollis Green, Matt Waller
Date: March 17, 2026
Re: Permission to Authoize Contract for Conference Center Lighting Upgrade

On Tuesday, March 3rd the Board of Aldermen approved the low bid of \$446,270.00 from Whitfield Electric Company Inc. on the Conference Center Lighting Upgrades. This project has a tight deadline to accommodate the Conference Center's scheduling for work to be complete. Granting permission to enter contract will allow the contractor to set conditions prior to start date.

Staff recommends that the Mayor and Board of Aldermen grant permission to authorize contract between City of Oxford and Whitfield Electric Company Inc. for the Conference Center Lighting Upgrade project.

Enclosures (1):

1. Proposed Contract with Whitfield Electric Company Inc.



THE CITY OF
OXFORD

INVITATION TO BID

Conference Center Lighting Upgrades

**107 Courthouse Square
Oxford, Mississippi**

Mayor

Robyn Tannehill

Board of Alderman

Erin Smith Ward I

Mark Huelse, Ward II

Brian Hyneman, Ward III

Kesha Howell-Atkinson, Ward IV

Preston Taylor, Ward V

Jason Bailey, Pro-Tem, Ward VI

Mary Margaret Crowe, Alderman At-Large

Project # 2026-002

107 Courthouse Square
Oxford, Mississippi 38655

January 2026

NOTICE TO BIDDERS

The Mayor and Board of Aldermen of the City of Oxford, Mississippi, will receive sealed bids on the following:

Conference Center Lighting Upgrades

The CITY OF OXFORD is seeking bids from vendors to provide and install new lighting fixtures and controls for the Oxford Conference Center located at 102 Ed Perry Boulevard. The lighting design and technical specifications are available to view free of charge at oxfordmsbids.com. Bidders should download and review plans and specifications through the City of Oxford's bid portal in order to be added to the planholders list. A pre-bid meeting is scheduled at the Oxford Conference Center on Wednesday, February 12th at 11:00 am. Prospective bidders are highly encouraged, but not required to attend.

Bids may be submitted via hand-delivery, US Mail, or electronic submission (www.oxfordmsbids.com). All bids are due on or before 1:00 pm, Friday, February 27, 2026. Bids must be accompanied by a bid bond or certified check not less than 5% of the total bid amount. Bids that do not include a bid security will be considered unresponsive. Bid bonds may be received digitally. Certified checks must be hand delivered.

Submit sealed, hard copies with bid security via hand-delivery or mail to:

Conference Center Lighting Upgrades
107 Courthouse Square
Oxford, MS 38655

Electronic submission may be uploaded to:

www.oxfordmsbids.com

For questions regarding website registration and online orders, please contact Plan House Printing at (662) 407-0193.

For questions regarding the technical specifications, please contact Mark Levy at (662) 236-1206 or mlevy@oxfordms.net

The project will be awarded based on the best-qualified bid and is subject to the approval by the Mayor and Board of Aldermen. The Board of Aldermen reserves the right to reject any and all bids and to waive any and all informalities.

Publish:

Wednesday, January 28, 2026
Wednesday, February 4, 2026

INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

- 1.01 **QUESTIONS:** Questions should be directed to the Professional. Should a Bidder find discrepancies in, or omissions from, the procurement documents, or be in doubt as to their meaning, the Bidder should immediately notify the Professional. The Professional will send written instruction(s) or interpretation(s) to all known holders of the documents. Neither the Owner, nor the Professional, will be responsible for any oral instruction or interpretation.
- 1.02 **BIDDER'S QUALIFICATIONS:**
- A. **Certificate of Responsibility:** The Mississippi State Board of Contractors is responsible for issuing Certificates of Responsibility to Contractors. To be awarded a Contract for public work, Sections 31-3-15 and 31-3-21 of the **Mississippi Code of 1972, Annotated** requires a Contractor to have a current Certificate of Responsibility at bid time and during the entire length of the job. The Certificate of Responsibility number issued becomes a significant item in all public bidding.
 - B. **Bid Under \$50,000:** If a Bidder submits a bid not exceeding \$50,000, no Certificate of Responsibility number is required; however, a notation stating the *bid does not exceed \$50,000* shall appear on the face of the envelope, or a Certificate of Responsibility number.
 - C. **Bid Over \$50,000:** Each Bidder submitting a bid in excess of \$50,000 shall show its Certificate of Responsibility number on the bid and on the face of the envelope containing the bid.
 - D. **Joint Venture Bid:** When multiple Contractors submit a joint venture bid in excess of \$50,000, a *joint venture* Certificate of Responsibility number shall be shown on the bid and on the face of the envelope containing the bid. If the Multiple-Contractor joint venture has no *joint venture* Certificate of Responsibility number, each of the Contractors participating in the bid shall indicate their individual Certificate of Responsibility numbers on the bid and on the face of the envelope.
- 1.03 **NON-RESIDENT BIDDER:** When a non-resident Bidder (a Contractor whose principal place of business is outside the State of Mississippi) submits a bid for a Mississippi public works project, one of the following is required and shall be submitted with the Proposal Form: (Code 31-3-21(3))
- A. **Copy of Law:** If the non-resident Bidder's state has a resident Bidder preference law, a copy of that **CURRENT** law shall be submitted with the Proposal Form.
 - B. **Statement:** If the state has no such law then a statement indicating *the State of (Name of State) has no resident Contractor preference law* shall be submitted with the Proposal Form.
- 1.04 **DISQUALIFICATION OF BIDDER:** A Bidder may be disqualified for any of the following reasons:
- A. Failure to comply with the bid requirements.
 - B. Bidder is in arrears on existing Contracts with the Owner or another state agency, university, community college, or junior college.
 - C. Bidder is involved in an ongoing dispute related to the Bidder's execution, workmanship, or timely performance of a previous Contract with the Owner or another state agency, university, community college, or junior college.
 - D. Bidder has defaulted on a previous Contract with the Owner of another state agency, university, community college, or junior college.
- 1.05 **CONDITIONS OF WORK:** Each Bidder must fully inform himself of all conditions relating to the construction of the Project and employment of labor thereon. Failure to do so will not relieve a successful Bidder of obligations to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Bidder must employ methods, or means, which will not cause interruption of, or interference with, the work of any other Bidder, or Contractor.
- 1.06 **EXAMINATION OF SITE:** All Bidders, including the general Contractor and Subcontractors, shall visit the building site, compare the Drawings and Project Manual with any work in place and be informed of all conditions. Failure to visit the site will in no way relieve the successful Bidder from furnishing any materials or performing any work required to complete work in accordance with Drawings and Project Manual without additional cost to the Owner.
- 1.07 **LAWS AND REGULATIONS:** The Bidder's attention is directed to the fact that all applicable Mississippi state laws, rules and regulations of all authorities having jurisdiction over construction of the Project apply to the Contract.
- 1.08 **OBLIGATION OF BIDDER:** At the bid opening, each Bidder will be presumed to have inspected the site, read and become thoroughly familiar with the Drawings and the Project Manual, including all addenda.
- 1.09 **BID DOCUMENT DEPOSIT AND RETURN:** The deposit amount, if any, shall be established as the estimated actual cost of copying and reproduction plus shipping via USPS standard Ground Transportation, is shall be indicated in the Advertisement for Bids. Bidders may request shipping via express carrier or expedited delivery at their own additional cost.

Upon returning the documents to the Professional within ten (10) working days of the bid date and in good condition, all document holders will be refunded the full deposit amount. Further, any document holder who is awarded the contract, related subcontracts and/or vendor agreements may elect to retain their documents and request refund of the full deposit amount upon execution of the construction contract and approval of general contractor, however; such documents shall be counted toward the total number of copies furnished free of charge to the general contractor. No partial sets of documents will be issued. Selected trade organizations, plan rooms and web-based distribution networks will be issued one (1) set of documents without charge.

PART 2 - PROPOSAL FORM

- 2.01 **METHOD OF BIDDING:** Lump sum, single bids received on a general contract will include general, mechanical and electrical construction and all work shown on Drawings or specified in the Project Manual.
- 2.02 **PROPOSAL FORMS:** The Bidder shall make all proposals on forms provided and shall fill all applicable blank spaces without interlineations or alteration and must not contain recapitulation of the work to be done. No oral or telegraphic proposals will be considered.
- 2.03 **TIME OF COMPLETION:** The Bidder shall agree to commence work on, or before, a date specified in a written *Notice to Proceed* and fully complete the Project within the calendar days indicated on the Proposal Form.
- 2.04 **BASE BID AND ALTERNATES:**
- A. On the Proposal Form, the Bidder shall write out the Base Bid amount in words and include the numerical amount The written word shall govern.
 - B. The Proposal Form shall contain a brief description of each alternate modifying the scope. The Bidder shall write out the amount in words and include the numerical amount for each alternate. The written word shall govern.
- 2.05 **SUBSTITUTIONS:** No substitutions, qualifications or redefining of the Specification requirements are allowed to be marked on the Proposal Form, unless specifically required by the Bid Documents.
- 2.06 **ADDENDA:** Any addenda to the Drawings or Project Manual issued before or during the time of bidding shall be included in the proposal and become a part of the Contract. The Proposal Form will have ample space to indicate the receipt of addenda. When completing the Proposal Form, the Bidder shall list the Addendum number in spaces provided.
- 2.07 **BIDDER IDENTIFICATION:**
- A. **Signature:** The Proposal Form shall be signed by any individual authorized to enter into a binding agreement for the Business making the bid proposal.
 - B. **Name of Business:** The name appearing on the Proposal Form should be the complete spelling of bidder's name exactly as recorded at the Secretary of State, which should also be the same as at the Mississippi State Board of Contractors.
 - C. **Legal Address:** The address appearing on the Proposal Form should be the same address as recorded at the Secretary of State, which should also be the same as at the Mississippi State Board of Contractors.
 - D. **Certificate of Responsibility Number(s):** The Certificate of Responsibility Number(s) appearing on the Proposal Form should be the same number appearing in the current Mississippi State Board of Contractors Roster.
- 2.08 **BID SECURITY:** The Bid Security shall be in the form of a Bid Bond, or a Certified Check:
- A. **Bid Bond:** The Bidder may submit a Bid Bond by a Surety licensed in Mississippi in the amount of five percent (5%) of the base bid. The Bid Bond shall be duly executed by the Bidder, a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department OR signed by the Surety AND countersigned by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department <https://www.mid.ms.gov> (or most up-to-date link) (No standard form is required for the Bid Bond.) Where bid is to be submitted electronically, a scanned copy of bid bond is acceptable.
 - B. **Certified Check:** The Bidder may submit a certified check made out to the *Owner* in the amount of five percent (5%) of the base bid. All checks received from Bidders will be returned upon request, unless a Bidder is one (1) of the three (3) apparent low Bidders. The three (3) apparent low Bidder's checks will be held for forty-five (45) days, unless a Contract is awarded and executed in less time. Where bid is to be submitted electronically, certified check must be physically delivered to the address indicated on the Advertisement for Bids prior to the time and date stated.
- 2.09 **POWER OF ATTORNEY:** Each bid security must be accompanied by an appropriate Power of Attorney. No Power of Attorney is necessary with a certified check.

PART 3 - SUBMITTING THE PROPOSAL FORM

3.01 **SUBMITTAL:** A bid must be either submitted electronically via www.oxfordmsbids.com or physically delivered to the address indicated on the Advertisement for Bids prior to the time and date stated.

- A. **Physical Submittal:** If physically submitted, only one original of Bid Proposal shall be submitted which should be sealed in an opaque envelope marked, mailed or hand-delivered as shown below. If the Bid is mailed, the bid envelope shall be placed inside a second envelope to prevent inadvertent premature opening of the Proposal.

(In upper left hand corner)

Name of Firm (complete spelling of bidder's name and address – exact as recorded at the Secretary of State)

Oxford Conference Center
Lighting Upgrades
107 Courthouse Square
Oxford, MS 38655

(In lower left hand corner)

Bid for Project # 2024-0025

Title Oxford Conference Center Lighting Upgrades

Using Agency General Government

Certificate of Responsibility # Required

Under \$75,000.00 (add statement)

- B. **Electronic Submittal:** Bidders must be registered prior to submitting bids electronically. It is the responsibility of the Bidder to allow sufficient time to complete or confirm such registration before the date and time established to receive bids. Information on registration and bidding electronically may be found at www.oxfordmsbids.com. For further assistance e-mail Mark Levy at mlevy@oxfordms.net

3.02 **MODIFICATION TO BID:** A bidder may only modify the bid prior to the scheduled closing time indicated in the Advertisement for Bids in the following manner:

- A. **Physical Bid:** A modification may be written on the outside of the sealed envelope containing the bid.
B. **Electronic Bid:** Information and attachments may be modified and re-submitted via MAGIC.

3.03 **WITHDRAWAL OF BID:** Any bid may be withdrawn prior to the scheduled time for opening of bids. However, after the scheduled opening, bids may not be withdrawn until forty-five (45) calendar days after bid opening.

PART 4 - BID OPENING AND AWARD OF CONTRACT

4.01 **OPENING OF BIDS:** Bids will be publicly opened shortly after the time stated in the Advertisement for Bids. Bidder representatives are invited; however, attendance is not mandatory. Closure of agency preventing the opening of bids at the advertised date and time due to Force Majeure Event reasons will result in bids being received and publicly opened by the next business day that the agency shall be open and at the previously advertised time unless an Addendum is issued. Physical Bids without a Certificate of Responsibility on the outside of the envelope, or a statement indicating bid is under \$50,000.00, will not be opened. Electronic Bids where Certificate of Responsibility or statement indicating bid is under \$50,000.00 is not entered as response to required question will, not be considered.

4.02 **IRREGULARITIES:** The omission of any information requested on the Proposal Form may be considered as an informality, or irregularity, by the awarding public body when in their opinion the omitted information does not alter the amounts contained in the submitted bid proposal, or place other Bidders at a disadvantage.

4.03 **PROTEST:** Any protest must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening.

4.04 **ERRORS:** Any claim of error and request for release from bid must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening. The Bidder shall subsequently and promptly provide sufficient documentation with the written request clearly proving an error was made. Failure to provide such documentation adequate to prove an error may result in forfeiture of Bid Security to the Owner.

- 4.05 **AWARD OF CONTRACT:** The Owner reserves the right to reject any or all bids. A Contract will be awarded (subject to receipt of an executable contract) on the basis of the lowest, responsive, responsible base bid, or lowest combination of base bid and those alternates selected by the Owner generally in the order listed unless a different order is determined to be in the best interest of the Using Agency and/or Owner and which produces a total within available funds. Where such bidder fails to enter into a contract, the Owner reserves the right to award to the next lowest responsive, responsible bidder or resolicit the project.
- 4.06 **FAILURE TO ENTER INTO A CONTRACT:** The Bidder shall forfeit the Bid Security to the Owner as liquidated damages for any of the following reasons:
- A. Prior to award, failure, or refusal, to furnish the names, classifications and COR #s of Sub-Contractors over Fifty Thousand Dollars (\$50,000.00) as well as entities who are to furnish materials or equipment fabricated to a special design within three (3) working days after receipt of Notice of Intent to Award the Contract.
 - B. Prior to award, failure, or refusal, to furnish substitute acceptable Sub-Contractors or entities within five (5) working days of when the Owner or Prime Professional has made reasonable objection to those initially submitted.
 - C. Following Notice of Award (subject to executable contract), failure, or refusal, to execute and deliver the Form of Agreement Between the Owner and the Contractor, the Performance and Payment Bond, and the Certificate of Insurance within ten (10) working days after receipt of same from the Professional.
- 4.07 **SECURITY FOR FAITHFUL PERFORMANCE:** Simultaneously, with delivery of the executed Contract, the Contractor will furnish a Surety Bond, or Bonds, as security for faithful performance, the payment of all persons performing labor on the project, and furnishing materials in connection with this Contract. The Surety on such Bond, or Bonds, will be a duly authorized surety company satisfactory to the Owner and meeting all of the following requirements:
- A. Licensed at the time of award by the State of Mississippi's Commissioner of Insurance for the purpose of providing surety. <https://www.mid.ms.gov> (or most up-to-date link)
 - B. Listed at the time of award in the Department of the Treasury's **Federal Register** as a company holding certificates of authority as acceptable sureties on Federal Bonds, commonly referred to as the Treasury List.
 - C. All Bonds shall be executed on the form provided in the Project Manual under Section 00 6100 entitled *Contract Bond*.
 - D. The Contract Bond shall be duly executed by the Bidder, a Surety licensed in Mississippi signed by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department OR signed by the Surety AND countersigned by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department with the name and address typed (or lettered legibly), and Surety Seal (preferably embossed). <https://www.mid.ms.gov> (or most up-to-date link)
 - E. All Bonds must be accompanied by an appropriate Power of Attorney dated same as Contract Bond and sealed (preferably embossed).

PART 5 - BIDDER'S CHECKLIST

The following checklist is for the Bidder's assistance only. It is not inclusive and does not have to be included with the Proposal Form when submitting a bid proposal.

5.01 PROPOSAL FORM: (only one original proposal form to be submitted)

Base Bid

- () Write in the amount of the base bid in words and numbers. In the case of a conflict, the written word shall govern.

Alternates

- () Write in each alternates amount in words and numbers. In the case of a conflict, the written word shall govern.

Addenda

- () Acknowledge the receipt of each addendum by writing in the number of the addendum.

Acceptance

- () Proposal is signed by authorized person
() Name of Business - complete spelling of bidder's name and address - exact as recorded at the Secretary of State which should be the same as you applied for at the Mississippi State Board of Contractors.
() Legal address of the business listed above
- OR () Base Bid is \$75,000 or more and number is required and is on the outside of the sealed envelope or included with electronic bid
() Joint Venture and *joint venture* number is required
- OR () Joint Venture participants' numbers are required

5.02 BID SECURITY (REQUIRED):

- () Included Bid Bond

OR () Included Certified Check

5.03 POWER OF ATTORNEY:

- () Included Power of Attorney

5.04 NON-RESIDENT BIDDER:

- () Attached a Copy of Non-Resident Bidder's Preference Law
- OR () Attached a Statement

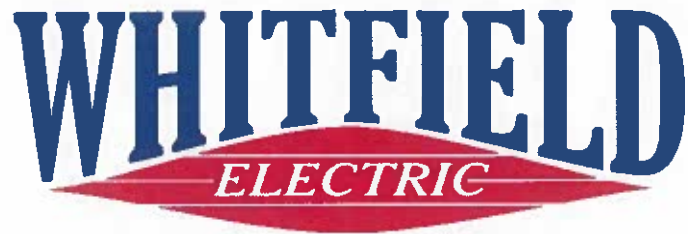
5.05 SUB-CONTRACTORS NAME:

- () List any Mechanical, Plumbing, and/or Electrical Sub-Contractors regardless of cost.
- * List name even for under \$50,000 (see 5.06 regarding COR)
 - * Fire Protection Sprinkler Contractors do not have to be listed
 - * If there is a separate HVAC/Plumbing Sub-Contractor, so notate as mentioned herein
 - * If Mechanical, Plumbing, and/or Electrical Sub-Contractor is performed by the General, be sure the General has a COR for said discipline
 - * If there is no Mechanical, Plumbing, and/or Electrical Sub-Contractor listed, then use of Sub-Contractor to perform such scope will not be permitted.

5.06 SUB-CONTRACTORS' COR NUMBER

- () * List Certificate of Responsibility Number for any listed Sub-Contractor over \$50,000.00

*** END OF SECTION ***



*PO Box 361
Nesbit, MS38651
Phone: 662-429-4542
Fax: 662-429-8301*

BID FOR
Oxford Conference Center Lighting Upgrades
Bid File Number:2026-002
Bid Date 02/27/26
Bid Time 1:00pm

SUBMITTED BY
Whitfield Electric Company, Inc.
PO Box 361
Nesbit, MS 38651
Certificate of Responsibility No. 05521-MC

PROPOSAL FORM

To: City of Oxford
107 Courthouse Square
Oxford, Mississippi 38655

Re: Project # 2026-002
Project Title Oxford Conference Center Lighting Upgrades
Location 107 Courthouse Square, Oxford, MS 38655

I propose to complete all work in accordance with the Bid Specifications and Drawings before May 30th for the sum of:

BASE BID: (Write in the amount of the base bid in words and numbers. In case of conflict, the written word governs.)

Words: Four hundred forty-six thousand two hundred seventy Dollars Figures:
(\$ 446,270.00)

ALTERNATES: (Write in the amount of all of the alternates in words and numbers. In case of conflict, the written word governs.)

Alternate #1 ☒ Adds ☐ Deducts
Words: Thirty-Four thousand five hundred twenty Dollars
(\$ 34,520.00)
Description: Includes all work listed as Alternate #1 within the drawings and project manual.

Alternate #2 ☐ Adds ☐ Deducts
Words: N/A Dollars
(\$ N/A)
Description: _____

Alternate #3 ☐ Adds ☐ Deducts
Words: N/A Dollars
(\$ N/A)
Description: _____

Alternate #4 ☐ Adds ☐ Deducts
Words: N/A Dollars
(\$ N/A)
Description: _____

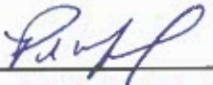
Alternate #5 ☐ Adds ☐ Deducts
Words: N/A Dollars
(\$ N/A)
Description: _____

ADDENDA ACKNOWLEDGMENT:

No. 1 No. _____ No. _____
No. _____ No. _____ No. _____

ACCEPTANCE:

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature  Date 02-27-2026
Name and Title Paul Whitfield - President
Name of Business Whitfield Electric Company, INC.
Address P.O. Box 361, Nesbit, MS 38651 (mailing)
Address 222 Kapik Dr. (physical)
City/State/Zip Code Hernando / MS / 38632 County Desoto
Phone 662-429-4542 Fax _____ Email wes@whitfieldelectric.com

■ BIDDER'S CERTIFICATE OF RESPONSIBILITY NUMBER: 05521-MC

■ Mechanical / Plumbing / Electrical Contractors:

Regarding said Divisions of the Specifications of the Owner's Standard Form of Agreement Between The Owner and The Contractor:

List any Mechanical/Plumbing and/or Electrical Sub-Contractors that will perform work of this contract, regardless of cost even for under \$50,000.00. COR must be included where sub-contract exceeds \$50,000.00. If no sub-contractor is listed, and such work is within scope of contract and over \$50,000.00, bidder's own COR classification(s) must be sufficient to self-perform any such work. If no sub-contractor is listed, then use of sub-contractor to perform such scope will not be permitted.

Mechanical Contractor: _____	Certificate of Responsibility No. _____
Plumbing Contractor: _____	Certificate of Responsibility No. _____
Electrical Contractor: <u>Whitfield Electric Company, INC.</u>	Certificate of Responsibility No. <u>05521-MC</u>

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Whitfield Electric Company, Inc.**
as Principal, hereinafter called the Principal, and **Amerisure Mutual Insurance Company**
a corporation duly organized under the laws of the State of **New Hampshire**
as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Oxford**
as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of Amount Bid**

Dollars(\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for **Conference Center Lighting Upgrades**

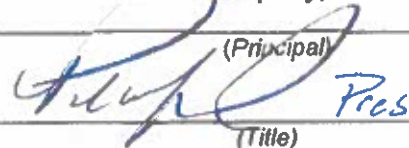
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **27th** day of **February**, 2026.

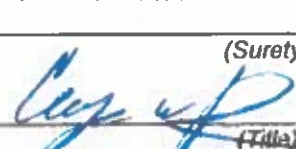

(Witness)


(Witness)
Nicole Lovett

Whitfield Electric Company, Inc.

{  (Principal) (Seal)
(Title) **Pres**

Amerisure Mutual Insurance Company

{  (Surety) (Seal)
(Title)

Cooper W. Permenter, Attorney-in-Fact
MS Resident Agent

**AMERISURE MUTUAL INSURANCE COMPANY
AMERISURE INSURANCE COMPANY
AMERISURE PARTNERS INSURANCE COMPANY**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amersure Mutual Insurance Company, Amersure Insurance Company and Amersure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint

JOSEPH MADDEN III, MARK E. HARRIS, RICHARD L. POWELL, RIC STALLINGS,

KEITH W. BROWN, DANIEL B. DICKENS, COOPER W. PERMENTER,

RICHARD L. POWELL JR. and FORBES HARRIS

of HUB International Mid-South, its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amersure Mutual Insurance Company, Amersure Insurance Company and Amersure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company,

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached,

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company "



By

Michael A. Ito
Michael A. Ito, Senior Vice President Surety

By

Aaron Green
Aaron Green, Vice President Surety



IN WITNESS WHEREOF, Amersure Mutual Insurance Company, Amersure Insurance Company and Amersure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 6th day of November, 2025

**Amersure Mutual Insurance Company
Amersure Insurance Company
Amersure Partners Insurance Company**

State of Michigan
County of Oakland

On this 6th day of November, 2025, before me, a Notary Public personally appeared Michael A. Ito, of Amersure Mutual Insurance Company, Amersure Insurance Company and Amersure Partners Insurance Company and Aaron Green of Amersure Mutual Insurance Company, Amersure Insurance Company and Amersure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



KAY L. AIRTON
My Commission Expires
August 18, 2031
County of Livingston
Acting in the County of OAKLAND

Kay L. Airtton
Kay Airtton, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amersure Mutual Insurance Company, Amersure Insurance Company and Amersure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27th day of February 2026

Christopher M. Spaude
Christopher M. Spaude, Chief Financial Officer & Treasurer



CERTIFICATE OF LIABILITY INSURANCE

WHITELE-04

MALFORD

DATE (MM/DD/YYYY)

2/25/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Mid-South 1661 International Drive Suite #300 Memphis, TN 38120	CONTACT NAME:	
	PHONE (A/C, No, Ext): (901) 312-5300	FAX (A/C, No):
INSURED Whitfield Electric Co Inc P O Box 361 Nesbit, MS 38651	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Amerisure Insurance Company	NAIC # 19488
	INSURER B: Amerisure Partners Insurance Company	11050
	INSURER C: Amerisure Mutual Insurance Company	23396
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	CPP20521691801	1/22/2026	1/22/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	CA13102272805	1/22/2026	1/22/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	X	X	CU13102292902	1/22/2026	1/22/2027	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC20235962101	9/1/2025	9/1/2026	☒ PER STATUTE ☐ OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater			CPP20521691801	1/22/2026	1/22/2027	Any one jobsite \$ 1,000,000
A	Installation Floater			CPP20521691801	1/22/2026	1/22/2027	Stored Materials \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: #2026-002 Conference Center Lighting Upgrades 102 Ed Perry Boulevard
Certificate Holder is additional insured on a primary and noncontributory basis regarding the General Liability, Automobile Liability, and Umbrella Liability policies with respect to the services/work to be performed, only if required by written contract. A Waiver of Subrogation applies in favor of Certificate Holder for the General Liability, Auto Liability, Workers' Compensation, and Umbrella Liability policies only if required by written contract, only as permitted by law. All coverage is subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

The City of Oxford
107 Courthouse Square
Oxford, MS 38655

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jon M. Whitele

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Whitfield Electric Company, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P.O. BOX 361

6 City, state, and ZIP code

NESBIT, MS 38651

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

6 4 - 0 8 2 3 0 3 7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► **01/08/2026**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

WHITFIELD ELECTRIC COMPANY, INC.

P.O. BOX361

NESBIT, MS 38651

is duly registered and entitled to perform

ELECTRICAL WORK



We have herewith set our hand and entered the Seal of the Mississippi Board of Contractors to be affixed this 8 day of Jul., 2025

CERTIFICATE OF RESPONSIBILITY

No. 05521-MC

Expires Jul. 8, 2026

Joel A. Canell,

CHAIRMAN OF THE BOARD

**STANDARD FORM OF AGREEMENT BETWEEN
THE OWNER AND THE CONTRACTOR**
(to be completed by company/contractor after bid is awarded)

This Agreement made the 2nd day of February, 2026 between the Owner,

City of Oxford
107 Courthouse Square
Oxford, Mississippi 38655

and between the Contractor:

Business Name	Whitfield Electric		
Address	PO Box 361		
City/State/Zip	Nesbit, MS 38651	Phone: 662-429-4542	Email: wes@whitfieldelectric.com

The Contractor is a (check and complete one of the following):

 X ☐ CORPORATION or ☐ LLC solely organized and existing under the laws of the State of
Mississippi and having its principal office in Hernando, Desoto, Mississippi
(City) , (County), (State)

 PARTNERSHIP of the following (list all partners):

 SOLE PROPRIETORSHIP

For the following Project: Oxford Conference Center Lighting Upgrades

This Agreement entered into as of the day and year first written above:

OWNER:

CONTRACTOR:

By: _____
(Signature)

By: _____
(Signature)

(Name and Title)

(Name and Title)

APPROVED AS TO FORM:

By: _____
(Signature of Attorney)

THE OWNER AND THE CONTRACTOR AGREE AS SET FORTH IN PAGES ONE THROUGH THREE, ARTICLES ONE THROUGH FIVE, AS FOLLOWS:

ARTICLE 1: THE WORK AND CONTRACT DOCUMENTS

1.1.1 The Contractor will perform all the work required by the Contract Documents for the Project indicated above.

1.2 THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents which constitute the entire Agreement between the Owner and the Contractor, are enumerated as follows:

1.2.2 Project Manual dated _____

BIDDING REQUIREMENTS

Advertisement for Bids

Instructions to Bidders

Proposal Form

STANDARD FORM OF AGREEMENT BETWEEN THE OWNER AND THE CONTRACTOR

CONTRACT BOND

POWER OF ATTORNEY

CERTIFICATE OF INSURANCE

AFFIDAVIT OF PAYMENT TO ALL SUBCONTRACTORS

CONDITIONS OF THE CONTRACT

General Conditions

Supplementary Conditions

Labor Requirements

Minority Participation

Special Conditions

ADDENDA

SPECIFICATIONS

1.2.3 Addenda

Addendum No. 1, dated 02/20/2026

Addendum No. 2, dated _____

Addendum No. 3, dated _____

Addendum No. 4, dated _____

Addendum No. 5, dated _____

1.2.4 Drawings date: Not Applicable

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

1.2.5.1 Other documents, dated _____

ARTICLE 2: CONTRACT SUM

2.1 CONTRACT SUM

- 2.1.1 The Owner will pay the Contractor in current funds for the performance of the work subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of Four hundred forty-six thousand two hundred seventy Dollars (\$ 446,270.00) The Contract sum is determined as follows:

Base Bid				\$446,270.00
Modifications	() Adds	() Deducts		\$ _____
Negotiations				\$ _____
Alternate No. _____	() Adds	() Deducts		\$ _____
Alternate No. _____	() Adds	() Deducts		\$ _____
Alternate No. _____	() Adds	() Deducts		\$ _____
Alternate No. _____	() Adds	() Deducts		\$ _____
Alternate No. _____	() Adds	() Deducts		\$ _____
Total Contract Sum				\$ 446,270.00

2.2 LIQUIDATED DAMAGES

- 2.2.1 The stipulated liquidated damages described in Paragraph 9.11 of the *Supplementary Conditions* are in the amount of one thousand dollars and zero cents (\$ 1,000.00) for each calendar day.

ARTICLE 3: CONTRACT TIME

3.1 TIME

- 3.1.1 The work to be performed under this Contract shall be commenced upon the date stated in the *Notice to Proceed*, which is *expected to be early March*. The work is to be substantially complete, subject to approved Change Orders, no later May 30th, 2026. The Conference Center has events booked for late May. The window of construction will be May 16th through May 30th. Materials can be purchased and billed at contract signing.

ARTICLE 4: PAYMENTS AND FINAL PAYMENTS

4.1 PROGRESS PAYMENTS

- 4.1.1 Based upon applications for payment submitted to the Professional by the Contractor and *Certificates for Payment* issued by the Professional, the Owner will make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents.

4.2 FINAL PAYMENT

- 4.2.1 Final payment constituting the entire balance of the Contract Sum will be paid by the Owner to the Contractor when the work has been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Professional and approved by the Owner.

ARTICLE 5: MISCELLANEOUS PROVISIONS

5.1 DEFINITION OF TERMS

- 5.1.1 Terms used in this Agreement which are defined in the General, Supplementary, and Special Conditions of the Contract will have the meanings designated in those Conditions.

5.2 CONTRACTOR'S INTEREST IN AGREEMENT

- 5.2.1 The Contractor will not assign, sublet, or transfer the interest in this Contract agreement without the written consent of the Owner. The Owner and Contractor hereby agree to the full performance of the covenants contained herein.

5.3 PROFESSIONAL

- 5.3.1 The Professional assigned to this Project is as follows:

Name Mark Levy, PLA, ASLA City of Oxford Project Manager
Address 107 Courthouse Square, Oxford, MS 38655
Telephone (662) 236-1206 Fax Number _____ E-Mail Address mlevy@oxfordms.net

*** END OF SECTION ***

CERTIFICATE OF INSURANCE INSTRUCTIONS

1. The *Certificate of Insurance* is a tabulation of insurance required for this Project as specified in Article 11 entitled *Insurance and Bonds* in the General Conditions (AIA Document A201, Sixteenth Edition, 2017).
2. The *Certificate of Insurance* must be completed, certified by the original signature of a Mississippi Licensed Insurance Agent and/or countersignature, dated, and bound in each set of the Contract Documents. Insurance Companies providing coverage and Agent and/or Countersignature Agent must be approved by the Mississippi Insurance Department on their web at <https://www.mid.ms.gov> (or most up-to-date link). (Agent does not have to be on the MID web "for providers necessarily" – but must be an approved Agent on MID web. Easier to locate Agent at MID when name agrees with MID licensed name.)
3. Indicate Insured, Project, Companies providing coverage, policy numbers and policy periods in the blanks as applicable.
4. If the "OWNERS/CONTRACTORS PROTECTIVE LIABILITY" insurance is part of the Commercial General Liability Insurance Policy, or included by endorsement, indicate the policy number and period of the CGL policy in the "OWNERS/CONTRACTORS PROTECTIVE LIABILITY" blank spaces.
5. Automobile Liability Insurance may be provided which covers Bodily Injury and Property Damage in one (1) Combined Single Limit, or may be provided with separate minimum limits as shown on the Certificate of Insurance and specified in Article 11 of the Supplementary Conditions. The person signing the Certificate of Insurance should show which option the Contractor has selected by marking out the coverage that is not provided under the policies indicated.
6. OTHER INSURANCE (if required) will be indicated by typing in the "OTHER" block and detailed in Article 11 of the Supplementary Conditions.
7. CERTIFICATION wording may not be changed without specific written approval from the Owner (nor on any Owner documents even beyond Insurance Certificate).
8. "Riders", Binders, TBA, TBD, or other unsolicited attachments, are not allowed as part of the *Certificate of Insurance* unless specifically requested in writing by the Owner, or specified as part of the requirements for this Project (nor on any Owner documents even beyond Insurance Certificate).
9. CAUTION: The *Certificate of Insurance* is intended to be used for all Projects. The Contractor must provide all insurance specified in the Contract Documents for this Project, whether indicated on this form, or not. The Contractor must verify all insurance has been provided as required.
10. In accepting the Insurance Certificate by Owner, it would be helpful if some indication is given when, and if, the Provider is a Surplus Line Carrier, a Broker, or Self Insured (because they may not be on the MID web list referenced herein). (The Owner will have to ask MID (or know) at some point.)
11. The Workers Comp insurance provider must be approved and show up on the Workers Comp web at <http://www.mwcc.state.ms.us> / Services / Proof of Coverage Inquiry / accept / etc. and at the last step – enter the "contractor's name".

Note: Regarding #2 and #11. At the MID web – you enter the Surety Company / Provider / Agent. At the MWCC web – You enter the Vendor's name, then click on the policy number to see the MWCC Ins Provider.

*** END OF SECTION ***

GENERAL CONDITIONS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. **SCOPE:** The **General Conditions of the Contract for Construction**, AIA Document A201, Seventeenth Edition, 2017, Articles 1 through 15 inclusive, is a part of this Contract and is incorporated herein.
- B. **BIDDING COPY:** For the purpose of bidding, Contractors are presumed to be familiar with AIA Document A201, a copy of which may be obtained from the Professional, or examined in the Professional's office.

***** END OF SECTION *****

SUPPLEMENTARY CONDITIONS

PART 1 – GENERAL

1.01 Description

- A. **Owner:** These supplements are necessary because the Owner is an agency, or political subdivision, of the State of Mississippi and occupies a different position from that of the usual Owner.
- B. **Document:** The following supplements modify, change, delete from, or add to the **General Conditions of the Contract**, AIA Document A201, Seventeenth Edition, 2017. When any Article of the **General Conditions** is modified, or deleted, by these *Supplementary Conditions*, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause will remain in effect.

Article 1

GENERAL PROVISIONS

1.1 Basic Definitions

1.1.1 The Contract Documents

Change this subparagraph to read as follows:

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and Special Conditions), Drawings, Specifications and Addenda issued prior to the execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for minor changes in the Work issued by the Prime Professional. The Contract Documents also include the advertisement or invitation for bids or proposals, Instructions to Bidders, and the Contractor's bid or proposal.

1.1.2 The Contract

Change each instance of the word "Architect" to "Prime Professional" and each instance of the word "Architect's" to "Prime Professional's".

1.1.7 Instruments of Service

Change the word "Architect" to "Prime Professional" and change the word "Architect's" to "Prime Professional's".

1.1.8 Initial Decision Maker

Change this Subparagraph to read as follows:

The Initial Decision Maker is the person identified as the Professional in Paragraph 5.3.1 of the Standard Form of Agreement Between the Owner and the Contractor and will render initial decisions on Claims in accordance with Section 15.2.

1.1.9 Add a new Subparagraph as follows:

Commissioning Authority Professional

A professional independent of the Prime Professional retained by the owner who manages a quality-focused process for enhancing the delivery of the project. The process focuses upon verifying and documenting that the facility and all of its

systems are planned, designed, installed, tested, operated, and maintained to meet the Owner's project requirements.

1.2.1 Change this Subparagraph to read as follows:

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor and unless otherwise provided in the Contract Documents, this shall include all labor, materials, equipment, tools, machinery, water, heat, utilities, transportation, and other facilities and services, whether temporary or permanent and whether or not incorporated in the Work. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In case of any direct conflict among the Contract Documents, the specifications shall take precedence over the drawings, supplemental or special conditions shall take precedence over more general conditions or requirements, details shall take precedence over plans, and larger scale drawings shall take precedence over smaller scale drawings.

1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

1.5.1 Change each instance of the word "Architect" to "Prime Professional" and each instance of the word "Architect's" to "Prime Professional's" and add a new sentence at the end of this Subparagraph:

This Paragraph in no way supersedes the Owner's document rights set forth in the separate Agreement Between the Owner and the Professional.

1.5.3 Add a new Subparagraph as follows:

Transparency

In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this agreement shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>

1.6 Notice

1.6.1 Change this Subparagraph to read as follows:

Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is address and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if transmitted to the government or business issued e-mail address of the respective party.

1.7 Digital Data Use and Transmission

Delete the last sentence of this Paragraph.

1.8 Building Information Models Use and Reliance

Change this Paragraph to read as follows:

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in a written documents shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

Article 2
OWNER

2.1 General

2.1.1 Change this Subparagraph to read as follows:

The Owner, as used in these Documents, refers to the Owner, acting for and on behalf of the State of Mississippi and for the benefit of the Institution, Agency, or Department for which the Work under this Contract is being performed. The Owner is the entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner's representative, who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization, is the individual who signed the Agreement Between the Owner and the Contractor, his successor in the case of that individual's retirement or termination, or his direct supervisor in the case of that individual's absence. Except as otherwise provided in Subparagraph 4.2.1, the Prime Professional does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

2.1.2 Delete this Subparagraph in its entirety.

2.2 Evidence of the Owner's Financial Arrangements

2.2.1 Delete this Subparagraph in its entirety.

2.2.2 Delete this Subparagraph in its entirety.

2.3.1 Delete this Subparagraph in its entirety.

2.2.3 Delete this Subparagraph in its entirety.

2.2.4 Delete this Subparagraph in its entirety.

2.3 Information and Services Required of the Owner

2.3.2 Add the word "*or Engineer*" following each instance of the word "*Architect*" and add the words "*or engineering respectively*" following each instance of the word "*architecture*".

2.3.3 Add the word "*or Engineer*" following each instance of the word "*Architect*".

2.3.6 Change this Subparagraph to read as follows:

Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary, but in no instance to exceed twenty-five (25) copies, for the execution of the Work.

2.4 Owner's Right to Stop the Work

Change this Subparagraph to read as follows:

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents, the Owner may issue, or direct the Prime Professional to issue, a written order to the Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. The rights and remedies under this Subparagraph are in addition to and do not in any respect limit any other rights of the Owner, including the right to terminate in accordance with Article 14.

2.5 Owner's Right to Carry Out the Work

Change this Paragraph read as follows:

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. The Prime Professional may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Prime Professional's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Prime Professional, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

Article 3 **CONTRACTOR**

3.1 General

3.1.3 Change the word "Architect" to "Prime Professional" and change the word "Architect's" to "Prime Professional's".

3.2 Review of Contract Documents and Field Conditions by Contractor

3.2.2 Change each instance of the word "Architect" to "Prime Professional".

3.2.3 Change each instance of the word "Architect" to "Prime Professional".

3.2.4 Change the word "Architect" to "Prime Professional".

3.3 Supervision and Construction Procedures

3.3.1 Change each instance of the word "Architect" to "Prime Professional".

3.4 Labor and Materials

3.4.2 Change each instance of the word "Architect" to "Prime Professional" and add the words "where such substitution results in a modification of the Contract Sum or Contract Time" to the end of this sentence.

3.4.4 Add a new Subparagraph as follows:

Employee Status Verification System If applicable, the Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. The Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The Contractor understands and agrees that any breach of these warranties may subject the Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such cancellation/termination, the Contractor would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit.

3.4.5 Add a new Subparagraph as follows:

In providing labor for the proper execution and completion of the Work, the Contractor shall comply with the provisions of Section 31-5-19 of the Mississippi Code of 1972, Annotated.

3.4.6 Add a new Subparagraph as follows:

In providing materials for the proper execution and completion of the Work, the Contractor shall comply with the provisions of Section 31-5-23 of the Mississippi Code of 1972, Annotated.

3.5 **Warranty**

3.5.1 Change each instance of the word "Architect" to "Prime Professional".

3.7 **Permits, Fees, Notices and Compliance with Laws**

3.7.1 Change this Subparagraph to read as follows:

Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for any applicable permits, fees, licenses, and inspections by government agencies necessary for the proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

3.7.3 Delete the words "knowing it to be" from this Subparagraph.

3.7.4 Change each instance of the word "Architect" to "Prime Professional" and change the word "Architect's" to "Prime Professional's".

3.7.5 Change the word "Architect" to "Prime Professional".

3.9 **Superintendent**

3.9.2 Change this Subparagraph to read as follows:

The Contractor, as soon as practicable after award of the Contract, and prior to commencement of any on-site Work, shall notify the Owner and Prime Professional of the name, qualifications and references of the proposed superintendent and any assistant superintendents where provided for in the Contract Documents. Within 14 days of receipt of the information, the Prime Professional shall notify the Contractor stating whether the Owner or the Prime Professional (1) has reasonable objection to the proposed superintendent based upon information provided or other requirements provided for in the Contract Documents or (2) requires additional information or time for review. Failure of the Prime Professional to respond within the 14-day period shall constitute notice of no reasonable objection.

3.9.3 Change the word "Architect" to "Prime Professional".

3.10 **Contractor's Construction and Submittal Schedules**

3.10.1 Change this Subparagraph to read as follows:

The Contractor, promptly after being awarded the Contract, and no later than fifteen days after the date established in the Notice to Proceed, shall submit for the Owner's and Prime Professional's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed the time limits current under the Contract Documents. Submission of a schedule that indicates or expresses an intent to complete Work prior to the time limits established by the Contract Documents shall not make the Owner liable to the Contractor for any failure to achieve early completion or obligate

the Owner to take or prevent any actions to facilitate the Contractor's completion prior to the expiration of the Contract Time. The schedule shall be revised monthly or at more frequent intervals as required by the conditions of the Work and Project.

3.10.2 Change each instance of the word "Architect's" to "Prime Professional's" and change the word "Architect" to "Prime Professional".

3.10.3 Change the word "Architect" to "Prime Professional".

3.11 Documents and Samples at the Site

Change each instance of the word "Architect" to "Prime Professional".

3.12 Shop Drawings, Product Data and Samples

3.12.4 Change each instance of the word "Architect" to "Prime Professional".

3.12.5 Change each instance of the word "Architect" to "Prime Professional".

3.12.6 Change the word "Architect" to "Prime Professional".

3.12.7 Change the word "Architect" to "Prime Professional".

3.12.8 Change each instance of the word "Architect's" to "Prime Professional's" and change the word "Architect" to "Prime Professional".

3.12.9 Change the word "Architect" to "Prime Professional" and change the word "Architect's" to "Prime Professional's".

3.12.10.1 Change each instance of the word "Architect" to "Prime Professional".

3.12.10.2 Change each instance of the word "Architect" to "Prime Professional".

3.15 Cleaning Up

3.15.2 Change this Subparagraph to read as follows:

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be assessed to the Contractor.

3.16 Access to Work

Change this Paragraph to read as follows:

The Contractor shall provide the Owner, Prime Professional, Commissioning Authority Professional, Separate Contractors and their authorized representatives with access to the Work in preparation and progress wherever located. This shall include the provision of lifts, ladders, scaffolding and/or equivalent for access to elevated work.

3.17 Royalties, Patents and Copyrights

Change each instance of the word "Architect" to "Prime Professional".

3.18 Indemnification

3.18.1 Change this Subparagraph to read as follows:

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the Owner, Prime Professional, Prime Professional's consultants, Commissioning Authority Professional, Commissioning Authority Professional's consultants, as well as the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives, from and against all claims, demands, liabilities, suits, actions, damages, losses,

and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

Article 4

ARCHITECT

Change the title of this article from "ARCHITECT" to "PRIME PROFESSIONAL".

4.1 General

4.1.1 Change this Subparagraph to read as follows:

The Prime Professional is the person identified as the Professional in the Agreement Between the Owner and the Contractor and retained by the Owner pursuant to Section 2.3.2.

4.1.2 Change each instance of the word "Architect" to "Prime Professional".

4.2 Administration of the Contract

4.2.1 Change the first line of this Subparagraph to read as follows:

The Prime Professional will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representative during construction until the end of the period for correction of Work as described in Section 12.2.

4.2.2 Change each instance of the word "Architect" to "Prime Professional".

4.2.3 Change each instance of the word "Architect" to "Prime Professional".

4.2.4 Change each instance of the word "Architect" to "Prime Professional" and each instance of the word "Architect's" to "Prime Professional's".

4.2.5 Change the word "Architect's" to "Prime Professional's" and change the word "Architect" to "Prime Professional".

4.2.6 Change each instance of the word "Architect" to "Prime Professional".

4.2.7 Change each instance of the word "Architect" to "Prime Professional" and each instance of the word "Architect's" to "Prime Professional's".

4.2.8 Change each instance of the word "Architect" to "Prime Professional".

4.2.9 Change the word "Architect" to "Prime Professional".

4.2.10 Change each instance of the word "Architect" to "Prime Professional" and the word "Architect's" to "Prime Professional's".

4.2.11 Change the word "Architect" to "Prime Professional" and the word "Architect's" to "Prime Professional's".

4.2.12 Change each instance of the word "Architect" to "Prime Professional".

4.2.13 Change the word "Architect's" to "Prime Professional's".

4.2.14 Change each instance of the word "Architect" to "Prime Professional".

Article 5
SUBCONTRACTORS

5.2 Award of Subcontracts and Other Contracts for Portions of the Work

5.2.1 Change this Subparagraph to read as follows:

Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, prior to award of the Contract by the Owner, shall furnish in writing to the Owner through the Prime Professional, the names, classifications, and COR #'s of Sub-Contractors over Fifty Thousand Dollars (\$50,000.00) (as well as entities who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. Such list shall also include any Mechanical, Plumbing, or Electrical Sub-Contractor as listed on Proposal Form regardless of amount. Within 7 days of receipt of the information, the Prime Professional shall notify the Contractor whether the Owner or the Prime Professional (1) has reasonable objection to any such proposed Sub-Contractor or entity based upon information provided or other requirements provided for in the Contract Documents or (2) requires additional information or time for review. Failure of the Prime Professional to respond within the 7-day period shall constitute notice of no reasonable objection. Where a Project involves a Mississippi Landmark or a building and/or site potentially eligible for such designation, the Contractor shall also furnish documentation that all Sub-Contractors, regardless of Sub-Contract amount, have at least the minimum number of years of successful experience specified by the Prime Professional in work on previous projects involving State or National Landmarks of similar type, scale and complexity and that all key personnel to be utilized to perform the Work are experienced craftsmen with not less than five (5) years of experience.

5.2.2 Change this Subparagraph to read as follows:

The Contractor shall not contract with a proposed Sub-Contractor or entity to whom the Owner or Prime Professional has made reasonable and timely objection. Other than the Mechanical, Plumbing, or Electrical Sub-Contractors as listed on the Proposal Form, the Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection. Only where the listed Mechanical, Plumbing, or Electrical Sub-Contractor has (1) closed their business (2) entered into bankruptcy or (3) refuses to enter into a contract with the Contractor will substitution of such Sub-Contractor be permitted prior to the execution of the Agreement Between the Owner and Contractor. Substitution for refusal to enter into contract shall not be permitted if the reason for such refusal is due to unilateral reduction by Contractor of such Sub-Contractor's bid price.

5.2.3 Change this Subparagraph to read as follows:

If the Owner or Prime Professional has reasonable objection to a Sub-Contractor or entity proposed by the Contractor, other than the Mechanical, Plumbing, or Electrical Sub-Contractors as listed on the Proposal Form, the Contractor shall propose another to whom the Owner or Prime Professional has no reasonable objection. Neither the Contract Sum nor Contract Time may be increased or decreased due to any change in Sub-Contractor or entity. Failure of Contractor to identify Sub-Contractors or entities to whom the Owner and Prime Professional have no reasonable objections within 10 working days of initial submission shall result in the bid or proposal being deemed non-responsible at which time the Owner may elect to award to the next lowest responsive, responsible bidder or resolicit the project.

5.2.4 Change this Subparagraph to read as follows:

Following the execution of the Agreement Between the Owner and Contractor, the Contractor shall not substitute a Sub-Contractor or entity for one previously selected if the Owner or Prime Professional makes reasonable objection to such substitution. In no case shall substitution of Mechanical, Plumbing or Electrical Sub-Contractors be permitted except where such Sub-Contractor has (1) closed their business (2) entered into bankruptcy (3) becomes in arrears or (4) becomes involved in an ongoing dispute with the Contractor related to the Sub-Contractor's execution, workmanship, or timely performance of their portion of the Work.

Article 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

- 6.2.2 Change each instance of the word “Architect” to “Prime Professional”.
- 6.3 Change the word “Architect” to “Prime Professional”.

Article 7
CHANGES IN THE WORK

7.2 Change Orders

- 7.2.1 Change each instance of the word “Architect” to “Prime Professional”.
- 7.2.2 Add a new Subparagraph as follows:

The maximum mark-up included in a Change Order for profit and overhead is limited to twenty percent (20%) of the total of the actual cost for materials, labor and subcontracts. Profit and overhead include: all taxes, fees, permits, insurance, bond, job superintendent, job and home office expense. All Sub-Contractors and Sub-Sub-Contractors shall acquiesce to the same requirements when participating in a Change Order.

7.3 Construction Change Directives

- 7.3.4 Change the word “Architect” to “Prime Professional”.
- 7.3.4.1 Change the word “Architect” to “Prime Professional”.
- 7.3.6 Change this Subparagraph to read as follows:

Upon receipt of a Construction Change Directive signed by the Prime Professional and the Owner, the Contractor shall promptly proceed with the change in the Work and advise the Prime Professional of the Contractor’s agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

- 7.3.7 Change this Subparagraph to read as follows:

A Construction Change Directive signed by the Contractor indicates the Contractor’s agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall become effective once signed by the Prime Professional and the Owner and will subsequently be incorporated into a Change Order.

- 7.3.8 Change the word “Architect” to “Prime Professional”.

- 7.3.9 Change this Subparagraph to read as follows:

Until such time that a Construction Change Directive is recorded as a Change Order, the Contractor may not request payment for Work completed under the Construction Change Directive in Applications for Payment.

- 7.3.10 Change each instance of the word “Architect” to “Prime Professional”.

- 7.4 Change each instance of the word “Architect” to “Prime Professional” and the word “Architect’s” to “Prime Professional’s”.

Article 8

TIME

8.1 Definitions

8.1.2 Change this Subparagraph to read as follows:

The date of commencement of the Work is the date established in the Notice to Proceed.

8.1.3 Change the word "Architect" to "Prime Professional".

8.2 Progress and Completion

8.2.1 Change this Subparagraph to read as follows:

Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work and acknowledges that such period includes time for all applicable submittals, selections, reviews, approvals, inspections, meetings, as well as discovery and investigation of any latent conditions.

8.2.2 Change this Subparagraph to read as follows:

The Contractor shall not knowingly commence the Work prior to the date established in the Notice to Proceed or the effective dates of bond and insurance required to be furnished by the Contractor.

8.3 Delays and Extensions of Time

8.3.1 Change this Subparagraph to read as follows:

If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Prime Professional, of an employee of either, or of a Separate Contractor; (2) by labor disputes, pandemics, acts of terrorism, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions in excess of any weather days otherwise provided for in the Contract Documents that are documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (3) by delay authorized by the Owner pending dispute resolution; or (4) by other causes that the Contractor asserts, and the Owner, in consultation with the Prime Professional determines justify delay, then the Contract Time shall be extended for such reasonable time as the Owner, in consultation with the Prime Professional, may determine. Such determination shall take into consideration the critical path of the Work and will be reduced by any float in the Contractor's Construction Schedule that does not affect the overall completion of the Work. Except where such delay is due to suspension by the Owner in accordance with Article 14 or such delay has the effect of stopping all progress of the Work for 14 calendar days or more, the Contract Sum will not be increased for additional general overhead expenses; however, it may be increased for direct expenses directly related to the delay of specific portions of the Work so delayed. Any claim for loss or any delay occasioned by any Sub-Contractor or entity under contract with the Contractor, shall be settled between the Contractor and such other Sub-Contractor or entity.

Article 9

PAYMENTS AND COMPLETION

9.2 Schedule of Values

Change this Paragraph to read as follows:

Where the Contract is based on a stipulated sum, the Contractor shall submit a schedule of values to the Prime Professional, at least 10 working days before the first Application for Payment, a schedule of values allocating the entire Sum to the

various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Prime Professional. This schedule, unless objected to by the Prime Professional or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any subsequent changes to the schedule of values shall be submitted to the Prime Professional and supported by such data to substantiate its accuracy as the Prime Professional may require, and unless object to by the Prime Professional or Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

9.3 Applications for Payment

9.3.1 Add a new sentence to the end of this Subparagraph:

The form of Application for Payment will be AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet, or a computer generated form containing similar data.

9.3.1.1 Delete this Subparagraph in its entirety.

9.3.1.3 Add a new Clause to Subparagraph 9.3.1 as follows:

On any contract as described herein, of which the total amount is Two Hundred Fifty Thousand Dollars (\$250,000.00) or greater, or on any contract with a subcontractor, regardless of amount, five percent (5%) shall be retained until the Work is at least fifty percent (50%) complete, on schedule and satisfactory in the Prime Professional's opinion, at which time fifty percent (50%) of the retainage held to date shall be returned, subject to consent of surety, to the prime contractor for distribution to the appropriate subcontractors and suppliers; provided, however, that future retainage shall be withheld at the rate of two and one-half percent (2 1/2%). When submitting request for reduction in retainage, the Contractor will include, with the application, a Consent of Surety to Reduction which is AIA Form G707A, and a Power of Attorney. (Code 31-5-33)

9.3.1.4 Add a new Clause to Subparagraph 9.3.1 as follows:

The Contractor must submit each month with this Application for Payment a separate letter stating that he is requesting an extension of time or that he had no need for an extension for that period of time. No payment on a monthly application will be considered due and payable until the letter is received. Complete justification such as weather reports or other pertinent correspondence must be included for each day's request for extension. A Contractor's letter, or statement, will not be considered as adequate justification. The receipt of this request and data by the Owner will not be considered as approval of the Owner or Prime Professional in any way.

9.3.2.1 Add a new Clause to Subparagraph 9.3.2 as follows:

Payment in an amount not greater than the documented cost paid by the Contractor for ~~on~~ materials stored at some location other than the Project site, may be approved by the Prime Professional and the Owner after the Contractor has submitted the following items:

- .1 An acceptable Lease Agreement between the General Contractor and the owner of the land, or building, where the materials are stored covering the specific area where the materials are located.*
- .2 Consent of Surety, or other acceptable Bond, to cover the materials stored off-site.*
- .3 All Perils Insurance coverage for the full value of the materials stored off-site.*
- .4 A Bill of Sale from the Manufacturer to the General Contractor for the stored materials.*
- .5 A complete list and inventory of materials manufactured, stored and delivered to the storage site and of materials removed from the storage site and delivered to the job site.*
- .6 A review by the Prime Professional of the materials stored off-site prior to release of payment. Where the storage location is greater than 50 miles of the building site, the Contractor shall pay or reimburse reasonable travel costs of the Prime Professional and/or his Consultants for such review.*
- .7 Guarantee no storage costs, additional delivery fees, or subsequent costs to the Owner.*

9.4 Applications for Payment

9.4.1 Change each instance of the word "Architect" to "Prime Professional" and the word "Architect's" to "Prime Professional's".

- 9.4.2 Change each instance of the word “Architect” to “Prime Professional” and each instance of the word “Architect’s” to “Prime Professional’s”.

9.5 Decisions to Withhold Certification

- 9.5.1 Change each instance of the word “Architect” to “Prime Professional” and the word “Architect’s” to “Prime Professional’s”.

- 9.5.1.7 Delete the word “repeated” from this Clause.

- 9.5.2 Change the word “Architect” to “Prime Professional”.

- 9.5.3 Delete this Subparagraph in its entirety.

- 9.5.4 Change each instance of the word “Architect” to “Prime Professional”.

9.6 Progress Payments

- 9.6.1 Change each instance of the word “Architect” to “Prime Professional”.

- 9.6.2 Change the first line of this Subparagraph to read as follows:

The Contractor shall pay each Sub-Contractor and material supplier, in accordance with Section 31-5-27 of the Mississippi Code 1972, Annotated, in proportion to the percentage of work completed by each less applicable retainage.

- 9.6.3 Change each instance of the word “Architect” to “Prime Professional”.

- 9.6.4 Change the word “Architect” to “Prime Professional”.

- 9.6.9 Add a new Subparagraph as follows:

The amount retained by the Contractor from each payment to each Sub-Contractor and material supplier shall not exceed the percentage retained by the Owner from the Contractor.

- 9.6.9.1 Add a new Clause to Subparagraph 9.6.9 as follows:

The Contractors shall submit monthly certification, in accordance with Section 31-5-25 of the Mississippi Code 1972, Annotated, on Owner’s “Affidavit Certifying Payment to All Subcontractors” form, to the Prime Professional indicating payments to subcontractors on prior payment request.

- 9.6.10 Add a new Subparagraph as follows:

The Owner agrees to make payment in accordance with Mississippi Law on “Time for full and final payment to contractors; exemptions; monthly submission by contractors of proof of payment to subcontractors”, Section 31-5-25 of the Mississippi Code of 1972, Annotated, which generally provides for payment of undisputed amounts within forty-five (45) days of when they are due and payable. Payments by state agencies using the statewide electronic payment and remittance vehicle shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor’s choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency. No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and the Contractor shall remain responsible and liable for full performance.

9.7 Failure of Payment

Change this Paragraph to read as follows:

The Contractor and the Owner shall be subject to the remedies as prescribed in Section 31-5-25 of the Mississippi Code

9.8 Substantial Completion

9.8.1 Add the following sentence to the end this Subparagraph to read as follows:

In order to be considered occupiable or utilizable by the Owner, all life safety systems must be operable and tested and the commissioning requirements for the Work or designated portion thereof must be complete except for thermographs of electrical systems, trend log monitoring, seasonal testing, near-warranty end activities and verification of training sessions.

9.8.3 Change this Subparagraph to read as follows:

Upon receipt of the Contractor's list, the Prime Professional will promptly visit the site to determine whether the Work or designated portion thereof is substantially complete. If, in the opinion of the Prime Professional, the Work or designated portion thereof is not substantially complete, the Prime Professional will not proceed with inspection and the Prime Professional will report the reasons for such determination to the Contractor. In such case, the Contractor shall then submit a revised list and request for inspection when these reasons have been resolved.

9.8.4 Change this Subparagraph to read as follows:

When the Work or designated portion thereof is substantially complete and affirmed by the Owner, the Prime Professional will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the punch list accompanying the Certificate. Unless otherwise provided in the Contract Documents, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.9 Partial Occupancy or Use

9.9.1 Change each instance of the word "Architect" to "Prime Professional".

9.9.2 Change the word "Architect" to "Prime Professional".

9.10 Final Completion and Final Payment

9.10.1 Change this Subparagraph and add the associated Clauses to read as follows:

When, in the opinion of the Contractor, the Work is ready for final inspection and acceptance by the Owner, the Contractor shall make such notice to the Prime Professional.

- 1. Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance by the Owner, the Prime Professional will promptly visit the site and assess the state of the Work to determine if it is ready for final inspection by the Owner. If, in the Prime Professional's judgment, the Work is not ready for final inspection, the Prime Professional will report the reasons for such determination to the Contractor. In such case, the Contractor shall then submit a revised request for final inspection when these reasons have been resolved.*
- 2. Once the Prime determines the Work is ready for final inspection, the Prime Professional will call for final inspection of the with the Owner for the purpose of determining whether the Work is acceptable under the Contract Documents.*
- 3. The final inspection shall be conducted in the presence of the Owner and a list of defects or discrepancies, if any, will be compiled into a final punch list furnished to all parties.*
- 4. Once corrections of all final punch list items have been confirmed by the Prime Professional, the Prime Professional will provide a letter recommending final acceptance of the Work to the Owner.*

9.10.2 Change this Subparagraph to read as follows:

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Prime Professional (1) final application for payment, (2) consent of surety to final payment, (3) power of attorney, (4) Contractor's affidavit of release of liens, (5) Contractor's affidavit of payment of debts and claims, (6) Contractor's guarantee of work, (7) Project Record Documents and (8) certificates, warranties, guarantees, bonds or documents as called for in the individual sections of the Project Manual. The final payment will be reduced by the value of any amounts assessed to the Contractor per Section 2.5 Owner's Right to Carry Out the Work, Section 6.3 Owners Right to Clean Up, or Section 9.11 Liquidated Damages where such amounts have not been reconciled by a Change Order per Section 7.2 prior to final acceptance unless such amounts have been resolved via separate agreement(s) between the Owner and the Contractor.

9.11 **Liquidated Damages**

9.11.1 Add a new Paragraph as follows:

Time being of the essence and a matter of material consideration thereof, a reasonable estimate in advance is established to cover losses incurred by the Owner if the project is not substantially complete on the date set forth in the Contract Documents. The Contractor and his Surety will be liable for and will be assessed by the Owner the sums stipulated in Paragraph 2.2 of the Standard Form of Agreement Between the Owner and the Contractor as fixed and agreed as liquidated damages for each calendar day of delay until the work is substantially complete unless circumstances dictate otherwise in the discretion of the Owner. The Contractor and his Surety acknowledge that losses to the Owner caused by the delay of the Contractor are not readily ascertainable and that the amount estimated per day and established as liquidated damages is reasonable and not a penalty.

Article 10

PROTECTION OF PERSONS AND PROPERTY

10.2 **Safety of Persons and Property**

10.2.5 Change this Subparagraph to read as follows:

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Sub-Contractor, a Sub-Sub-Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible for Clauses 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss attributable to acts or omissions of the Owner or Prime Professional and not attributable to the fault or negligence of the Contractor. Where damage or loss is insured under property insurance required by the Contract Documents, the Contractor shall promptly report, file and facilitate the claim process so as to minimize any impacts on the timely completion of the Work. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

10.3 **HAZARDOUS MATERIALS**

10.3.2 Delete this Subparagraph in its entirety.

10.3.3 Delete this Subparagraph in its entirety.

10.3.4 Delete this Subparagraph in its entirety.

10.3.5 Delete this Subparagraph in its entirety.

10.3.6 Delete this Subparagraph in its entirety.

Article 11
INSURANCE AND BONDS

11.1 Contractor's Insurance and Bonds

11.1.1 Add a sentence to the end of this Subparagraph as follows:

Insurance shall be purchased to protect the Contractor from claims set forth below for not less than the limits of liability specified below or required by law, whichever coverage is greater, which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Sub-Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Add new Clauses as follows:

.1 GENERAL LIABILITY:

*Commercial General Liability
(Including XCU)*

<i>General Aggregate</i>	<i>\$ 1,000,000.00 Aggregate</i>
<i>Products & Completed Operations</i>	<i>\$ 1,000,000.00 Aggregate</i>
<i>Personal & Advertising Injury.....</i>	<i>\$ 500,000.00 Per Occurrence</i>
<i>Bodily Injury & Property Damage.....</i>	<i>\$ 1,000,000.00 Per Occurrence</i>
<i>Fire Damage Liability</i>	<i>\$ 50,000.00 Per Occurrence</i>
<i>Medical Expense</i>	<i>\$ 5,000.00 Per Person</i>

.2 OWNERS & CONTRACTORS PROTECTIVE LIABILITY:

<i>Bodily Injury & Property Damage.....</i>	<i>\$ 1,000,000.00 Aggregate</i>
<i>Bodily Injury & Property Damage.....</i>	<i>\$ 500,000.00 Per Occurrence</i>

.3 AUTOMOBILE LIABILITY:

(Owned, Non-owned & Hired Vehicles)

Contractor Insurance Option Number 1:

<i>Bodily Injury & Property Damage.....</i>	<i>\$ 500,000.00 Per Occurrence</i>
<i>(Combined Single Limit)</i>	

Contractor Insurance Option Number 2:

<i>Bodily Injury</i>	<i>\$ 250,000.00 Per Person</i>
<i>Bodily Injury</i>	<i>\$ 500,000.00 Per Accident</i>
<i>Property Damage</i>	<i>\$ 100,000.00 Per Occurrence</i>

.4 EXCESS LIABILITY:

(Umbrella on projects over \$500,000)

<i>Bodily Injury & Property Damage.....</i>	<i>\$ 1,000,000.00 Aggregate</i>
<i>(Combined Single Limit)</i>	

.5 WORKERS' COMPENSATION:

(As required by Statute)

EMPLOYERS' LIABILITY:

<i>Accident.....</i>	<i>\$ 100,000.00 Per Occurrence</i>
<i>Disease</i>	<i>\$ 500,000.00 Policy Limit</i>
<i>Disease</i>	<i>\$ 100,000.00 Per Employee</i>

.6 PROPERTY INSURANCE:

<i>Builder's Risk.....</i>	<i>\$ Equal to Value of Work</i>
<i>or</i>	
<i>Installation Floater</i>	<i>\$ Equal to Value of Work</i>

11.1.5 Add a new Subparagraph to read as follows:
Insurance shall be maintained without interruption from the date of commencement of the Work until the date of final payment unless otherwise noted on the Certificate of Substantial Completion.

11.1.6 Add a new Subparagraph to read as follows:

Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to final execution of the Contract and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

11.1.7 Add a new Subparagraph as follows:

If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the Contract; the termination date, or the policy, or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment.

11.1.8 Add a new Subparagraph as follows:

If any insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles.

11.1.9 Add a new Subparagraph as follows:

The Owner as fiduciary shall have power to adjust and settle a loss with Insurers unless one of the parties in interest shall object in writing within five (5) days after occurrence of loss.

11.2 Owner's Insurance

Delete this Paragraph in its entirety and substitute the following:

The Contractor shall purchase and maintain such insurance as will protect the Owner from his contingent liability to others for damages because of bodily injury, including death, and property damage, which may arise from operations under this Contract and other liability for damages which the Contractor is required to insure under any provision of this Contract. Certificate of this insurance will be filed with the Owner and will be the same limits set forth in 11.1.5.

11.2.1 Delete this Subparagraph in its entirety.

11.2.2 Delete this Subparagraph in its entirety.

11.2.3 Delete this Subparagraph in its entirety.

11.3 Waivers of Subrogation

11.3.1 Delete this Subparagraph in its entirety.

11.3.2 Delete this Subparagraph in its entirety.

11.5 Adjustment and Settlement of Insured Loss

11.5.1 Delete this Subparagraph in its entirety.

11.5.2 Delete this Subparagraph in its entirety.

Article 12
UNCOVERING AND CORRECTION OF WORK

12.1 Uncovering of Work

12.1.1 Change each instance of the word “*Architect’s*” to “*Prime Professional’s*”, change the word “*Architect*” to “*Prime Professional*”, and add the words “*or Contract Sum*” at the end of this sentence.

12.1.2 Change each instance of the word “*Architect*” to “*Prime Professional*”.

12.2 Correction of Work

12.2.1 Change the word “*Architect*” to “*Prime Professional*” and the word “*Architect’s*” to “*Prime Professional’s*”.

12.2.2.1 Change the word “*Architect*” to “*Prime Professional*”.

Article 13
MISCELLANEOUS PROVISIONS

13.1 Governing Law

Change this Paragraph to read as follows:

The Contract shall be governed by the laws of the State of Mississippi.

13.3 Rights and Remedies

13.3.2 Change the word “*Architect*” to “*Prime Professional*”.

13.4 Tests and Inspections

13.4.1 Change each instance of the word “*Architect*” to “*Prime Professional and Commissioning Authority Professional*”.

13.4.2 Change the first two instances of the word “*Architect*” to “*Prime Professional*” and the second two instances of the word “*Architect*” to “*Prime Professional and Commissioning Authority Professional*”.

13.4.3 Change the word “*Architect*” to “*Prime Professional’s and Commissioning Authority Professional’s*”.

13.4.5 Change each instance of the word “*Architect*” to “*Prime Professional and/or the Commissioning Authority Professional*”.

13.5 Delete this Paragraph in its entirety.

Article 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 Termination by the Contractor

14.1.1.3 Change the word “*Architect*” to “*Prime Professional*”.

14.1.1.4 Delete this Clause in its entirety.

14.1.3 Change the word “*Architect*” to “*Prime Professional*”.

14.1.4 Change the word "Architect" to "Prime Professional".

14.2 Termination by the Owner for Cause

14.2.1.1 Delete the word "repeatedly" from this Clause.

14.2.1.3 Delete the word "repeatedly" from this Clause.

14.2.1.3 Delete the word "or" from this Clause.

14.2.1.4 Change the period to a semi-colon and add the word "or" to this Clause.

14.2.1.5 Add a new Clause as follows:

fails to achieve Substantial Completion of the Project within the time limits established by the Contract Documents.

14.2.2 Change the word "Architect" to "Prime Professional" and change the words "certification by" to "advice of".

14.2.4 Change the word "Architect's" to "Prime Professional's".

Article 15
CLAIMS AND DISPUTES

15.1 Claims

15.1.2 Change this Subparagraph to read as follows:

Commencement of Statutory Limitation Period

The Owner and Contractor shall commence all claims and causes of action within the time period specified by applicable state law.

15.1.3.1 Change each instance of the word "Architect" to "Prime Professional".

15.1.4 Change this Subparagraph to read as follows:

Where both the Owner and the Contractor concur with the Initial Decision Maker's decision, the Contract Sum and Contract Time shall be adjusted in accordance with Article 7 and the Prime Professional will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

15.1.7 Delete this Subparagraph in its entirety.

15.2 Initial Decision

15.2.1 Change this Subparagraph to read as follows:

Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3 and 10.4, shall be referred to the Initial Decision Maker for initial decision. The Prime Professional will serve as the Initial Decision Maker. An initial decision by the Initial Decision Maker shall be required as a condition precedent to arbitration or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered by the Initial Decision Maker. The Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

15.2.2 Change the words "approve the Claim" to "recommend approval of the Claim to the Owner".

15.2.4 Change the words “*reject or approve the Claim*” to “*recommend rejection or approval of the Claim to the Owner*”.

15.2.5 Change the Subparagraph to read as follows:

The Initial Decision Maker will render an initial decision to recommend approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision recommendation shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Prime Professional, if the Prime Professional is not serving as the Initial Decision Maker, of any recommended change in the Contract Sum or Contract Time or both. Where the Owner concurs with the recommendation it is binding on the parties but subject to arbitration or litigation.

15.2.6 Delete this Subparagraph in its entirety.

15.2.6.1 Delete this Clause in its entirety.

15.3 **Mediation**

15.3.1 Delete this Subparagraph in its entirety.

15.3.2 Delete this Subparagraph in its entirety.

15.3.3 Delete this Subparagraph in its entirety.

15.3.3 Delete this Subparagraph in its entirety.

15.3.4 Delete this Subparagraph in its entirety.

15.4 **Arbitration**

15.4.1 Delete this Subparagraph in its entirety.

15.4.1.1 Delete this Clause in its entirety.

15.4.2 Delete this Subparagraph in its entirety.

15.4.3 Delete this Subparagraph in its entirety.

15.4.4 Delete this Subparagraph in its entirety.

15.4.4.1 Delete this Clause in its entirety.

15.4.4.2 Delete this Clause in its entirety.

15.4.4.3 Delete this Clause in its entirety.

15.5 Add a new Paragraph as follows:

Arbitration Procedures for the Owner

All matters of dispute arising out of any agreement with the Owner or Owner's Board for planning, design, engineering, construction, erection, repair, or alteration of any building, structure, fixture, road, highway, utility or any part thereof, or any agreement with the Owner or Owner's Board for architectural, engineering, surveying, planning, and related professional services which provides for mediation or arbitration, shall comply with the following course for resolution. No arbitration hearing shall be granted on any claim in excess of One Hundred Thousand Dollars (\$100,000.00).

15.5.1 Add a new Subparagraph and Clauses as follows:

Conditions Precedent to Arbitration

- .1 The aggrieved party must first notify opposing party in writing in detail of the matter(s) in dispute the amount involved and the remedy sought. Such writing shall include copies of any documents, writings, plans, or other matter pertinent to the resolution of the dispute. The Director/Head of the Owner and a principal of the opposing party shall be the proper parties for such notice and shall be active parties in any subsequent dispute resolution.
- .2 If the dispute cannot be satisfactorily resolved, within thirty (30) days of the complaint being rejected in writing by either party, notice by certified mail shall be given to the Director or Head of Owner or Owner's Board. A copy of the notice shall be sent by certified mail to the opposing party. Such notice shall be in writing setting forth in detail the matter(s) in dispute, the amount involved, the remedy sought and state that informal resolution between the parties cannot be reached. Such writing shall include copies of any documents, writings, plans, or other matter pertinent to the resolution of the dispute. Opposing party shall have the opportunity to set forth in writing a rebuttal with pertinent documents attached. At the sole discretion of the Deputy Director, oral testimony may be had on the matter.

15.5.2 Add a new Subparagraph as follows:

Requests for Arbitration

Within thirty (30) days of a claim being rejected in writing by the Director or Head of Owner or Owner's board, either party may request arbitration. Notices for requests for arbitration shall be made in writing to the Executive Director / Director of Owner or Owner's Board. Such notice shall set forth in detail the matter(s) in dispute, the amount involved, and the remedy sought. A copy of the request shall be mailed to the opposite party. The party requesting arbitration must deposit the sum of two hundred (\$200.00) with its request as a deposit against costs incurred by the arbitrators. Each party will be notified in writing in any manner provided by law of certified mail not less than twenty (20) days before the hearing of the date, time and place for the hearing. Appearance at the hearing waives a party's right to notice.

15.5.3 Add a new Subparagraph as follows:

Selection of Arbitrators

Upon request for arbitration, a panel of three (3) arbitrators shall be chosen. One (1) member shall be appointed by the Executive Director / Director or Head of Owner or Owner's Board. One (1) member shall be appointed by the executive director of a professional or trade association which represents interests similar to that of the non-state party. The third member shall be appointed by the first two.

15.5.4 Add a new Subparagraph as follows:

Hearings

All hearings shall be open to the public. All hearings will be held in Jackson, Mississippi, unless another location is mutually agreed to by the parties. The hearings shall be conducted as prescribed by ***Mississippi Code 1972, Annotated***, Sections 11-15-113, 11-15-115, and 11-15-117. A full and complete record of all proceedings shall be taken by a certified court reporter. The scheduling and cost of retaining the court reporter shall be the responsibility of the party requesting arbitration. The costs of transcription of the record shall be the responsibility of the party requesting such transcript. No arbitration hearing shall be held without a certified court reporter. Deliberations of the arbitrators shall not be part of the record.

15.5.5 Add a new Subparagraph as follows:

Awards

Awards shall be made in writing and signed by the arbitrators joining in the award. A copy of the award shall be delivered to the parties by certified mail.

15.5.6 Add a new Subparagraph as follows:

Fees and Expenses

Reasonable fees and expenses, excluding counsel fees, incurred in the conduct of the arbitration shall be at the discretion of the Arbitrator except each party shall bear its own attorney's fees and costs of expert witnesses.

15.5.7 Add a new Subparagraph as follows:

Modifications, Confirmations, and Appeals

*All modifications, confirmations and appeals shall be as prescribed by **Mississippi Code 1972, Annotated**, Section 11-15-123 et seq. All awards shall be reduced to judgment and satisfied in the same manner other judgments against the State are satisfied.*

15.5.8 Add a new Subparagraph as follows:

Secretary for the Arbitrators

All notices, requests, or other correspondence intended for the arbitrators shall be sent to Executive Director / Director / Head of Owner or Owner's Board.

PART 2 – FEDERAL REQUIREMENTS

2.01 APPLICABILITY

When project funding includes Federal funds, the applicable Federal Labor Standards Provisions will be included herein, to which the Contractor, and all Subcontractors, shall be subject to. Where no such pages are included, then no special provisions shall apply.

PART 3 - WAGE RATES

3.01 GENERAL

When project funding includes Federal funds, the applicable Federal Government Wage Determinations will be included herein, to which the Contractor, and all Subcontractors, shall be subject to. Where no such pages are included, then no special wages shall apply.



THE CITY OF
OXFORD

MEMORANDUM

To: Board of Aldermen
From: Mark Levy
CC: Hollis Green, Matt Waller, Clay Brownlee
Date: March 17, 2026
Re: Permission to solicit Request-for-Proposals for Walk of Lights Expansion II.

In the past years, the City of Oxford has hosted a Walk of Lights at mTrade park. We are requesting permission to solicit for proposals to provide more lights and features in addition to existing infrastructure. The path starts at the Pavilion and follows along the Toby Tubby Creek walking path connecting to a sidewalk that runs behind RiverLand Roofing Quad and then travels through RiverLand Roofing Quad ending at the mouth of the Quad. This lighting expansion was in the FY2025-2026 budget.

The proposed dates are listed below:

Advertise: April 8th and 15th

Proposals Due: April 23rd

Enclosures (None):



THE CITY OF
OXFORD

MEMORANDUM

To: Board of Aldermen
From: Mark Levy
CC: Hollis Green, Matt Waller
Date: March 17, 2026
Re: Permission to Advertise for Bids on Roundabout Signage

Following the final completion of the roundabouts on University Avenue on the East and West side on the Highway 7 overpass, we are requesting permission to advertise for bids for a City of Oxford logo sign to be installed in the center of one of the roundabouts. The City of Oxford will be the design professional; therefore, we will be seeking bids for the construction portion of the project. The tentative dates are as follows:

Advertisement dates: April 22, 2026 and April 29, 2026

Pre Bid: TBD

Bids Due: May 14th, 2026

Enclosures (None):



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: March 17, 2026

Re: Request Permission to Have the Mayor Execute a Contract for the Purchase of Real Estate, Howell Loop

Engineering requests permission for the mayor to sign a contract for purchase of property on Howell Loop needed for the construction of a new sewer pumping station. The purchase price is \$50,000 to Evergreens 314, LLC. A copy of the contract and plat of the subject property is attached hereto.

CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE

The undersigned, **Heritage Developments, LLC and Evergreens 314, LLC**, hereinafter collectively referred to as “Seller” does hereby agree to sell, to the undersigned, **City of Oxford, MS**, hereinafter referred to as “Purchaser” the herein described property on the terms and conditions stated below and on following pages hereof.

WITNESSETH:

For and in consideration of the agreements made herein, and other good and valuable considerations, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- (1) **DESCRIPTION:** 0.07 +/- acres of real property located in the Northwest Quarter (NW 1/4) of Section 25, Township 08 South, Range 04 West, Lafayette County, Mississippi more accurately described in the attached Exhibit “A.”
- (2) **PURCHASE PRICE:** The total purchase price shall be \$50,000.00, plus additional closing costs.

No commission paid to any real estate broker, real estate agent or realty company.
- (3) **TAXES:** Ad valorem taxes for the tax year 2026 will be prorated as of the date of closing. All future ad valorem taxes shall be the responsibility of the Purchaser.
- (4) **TITLE:** Seller shall furnish a Warranty Deed deed to the Purchaser at closing. Purchaser, at its sole expense, may have the title to said property examined. Reasonable time shall be allowed for preparation and examination of title. Should examination of title reveal defects, Purchaser shall have the option to declare this contract null and void. Purchaser shall be responsible for the cost of a survey, if it is determined that a survey of the property is required in order to convey title to the property to Purchaser.
- (5) **SPECIAL LIENS:** Special liens and/or assessments currently owed against the property shall be paid by the Seller.
- (6) **DATE OF CLOSING:** Closing shall occur at the office of Mayo Mallette, PLLC, 2094 Old Taylor Rd, Suite 200, Oxford, MS 38655 upon fifteen (15) days from Purchaser obtaining the requisite authority from the Board of Aldermen of the City of Oxford.

(7) **POSSESSION:** Purchaser shall take possession of subject property at closing.

(8) **CLOSING COSTS:**

Seller Expenses: Seller shall pay for Seller's Attorney fees, fee for preparation of deed and notary fee on deed if any.

Buyer Expenses: Purchaser shall pay all other closing expenses and settlement costs, recording fees on deed of conveyance, attorney and closing fees.

(9) **CONVEYANCE:** Warranty Deed is to be conveyed to Purchaser, subject to Rights-of-way for public roads and public utilities, any valid outstanding easements, rights-of-way, mineral leases, mineral conveyances, coal lease and mineral reservations of record.

(10) **STATEMENT OF COMPREHENSION:** Each undersigned party to this transaction acknowledges that he has read and understands this contract, and hereby acknowledges receipt of a copy of this document. When herein used the singular includes the plural, and the masculine includes the feminine.

WITNESS OUR SIGNATURES this the ____ day of February 2026.

Purchaser:

City of Oxford

BY: _____
Its: _____

Seller:

Heritage Developments, LLC

BY: _____
Larry McAlexander,
Member/Manager

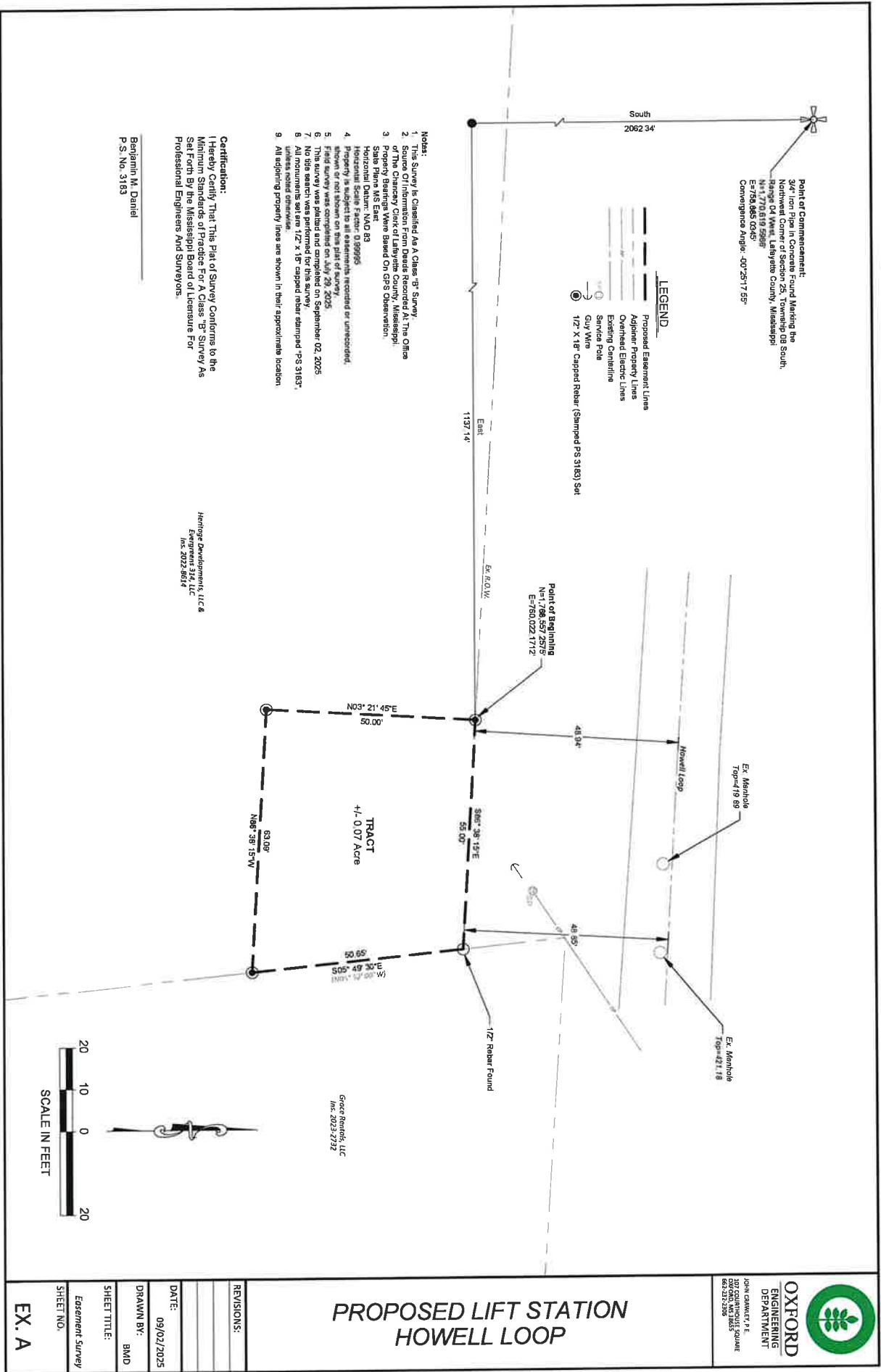
Evergreens 314, LLC

BY: _____
Larry McAlexander,
Member/Manager

Exhibit "A"

A tract of land being a fraction of the Northwest Quarter (NW 1/4) of Section 25, Township 08 South, Range 04 West, Lafayette County, Mississippi, and being described in more detail as follows:

COMMENCING from a 3/4" iron pipe in concrete found marking the Northwest corner of Section 25, Township 08 South, Range 04 West, Lafayette County, Mississippi; said point being farther defined by Mississippi State Plane (East Zone) coordinates of N=1,770,619.5966', E=758,885.0345' as determined by GPS observation using a combined scale factor of 0.99995 with a convergence angle of -00°25'17.55" at the commencing point; run thence South for a distance of 2,062.34 feet to a point; run thence East for a distance of 1,137.14 feet to a 1/2" capped rebar (PS 3183) set on the South right-of-way line of Howell Loop and the POINT OF BEGINNING of this description; run thence South 86°38'15" East, along said right-of-way line, for a distance of 55.00 feet to a 1/2" rebar found; run thence South 05°49'30" East, leaving said right-of-way line, for a distance of 50.65 feet to a 1/2" capped rebar (PS 3183) set; run thence North 86°38'15" West for a distance of 63.09 feet to a 1/2" capped rebar (PS 3183) set; run thence North 03°21'45" East for a distance of 50.00 feet to the POINT OF BEGINNING of the herein described tract of land, said tract contains 0.07 acre, more or less.



heritage developments



1/21/2026, 7:46:31 AM

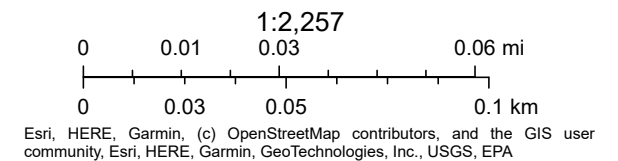
Roads and Railroads — SUBD_TIC_LN
 2 — Parcels
 Leader — lafayette_ms_water
 SOFT_LN — lafayette_ms_twprng

lafayette_ms_subref
 lafayette_ms_secno
 lafayette_ms_rrname
 lafayette_ms_roadname

lafayette_ms_parno
 lafayette_ms_misc
 lafayette_ms_lotno
 lafayette_ms_exempt

lafayette_ms_dist
 lafayette_ms_dim
 lafayette_ms_citylim
 lafayette_ms_ac

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OXFORD
ENGINEERING
DEPARTMENT

JOHN CRAWLEY, P.E.
107 COURTHOUSE SQUARE
OXFORD, MS 38655
662-232-2306

PROPOSED LIFT STATION
HOWELL LOOP

REVISIONS:

DATE:
09/02/2025

DRAWN BY:
BMD

SHEET TITLE:
Easement Survey

SHEET NO.

EX. A

Point of Commencement:
3/4" Iron Pipe in Concrete Found Marking the
Northwest Corner of Section 25, Township 08 South,
Range 04 West, Lafayette County, Mississippi
N=1,770,619.5966'
E=758,885.0345'
Convergence Angle: -00°25'17.55"

LEGEND

- Proposed Easement Lines
- Adjoiner Property Lines
- Overhead Electric Lines
- Existing Centerline
- Service Pole
- Guy Wire
- 1/2" X 18" Capped Rebar (Stamped PS 3183) Set

Notes:

- This Survey Is Classified As A Class "B" Survey.
- Source Of Information From Deeds Recorded At The Office of The Chancery Clerk of Lafayette County, Mississippi.
- Property Bearings Were Based On GPS Observation.
State Plane MS East
Horizontal Datum: NAD 83
Horizontal Scale Factor: 0.99995
- Property is subject to all easements recorded or unrecorded, shown or not shown on this plat of survey.
- Field survey was completed on July 29, 2025.
- This survey was platted and completed on September 02, 2025.
- No title search was performed for this survey.
- All monuments set are 1/2" x 18" capped rebar stamped "PS 3183", unless noted otherwise.
- All adjoining property lines are shown in their approximate location.

Certification:

I Hereby Certify That This Plat of Survey Conforms to the Minimum Standards of Practice For A Class "B" Survey As Set Forth By the Mississippi Board of Licensure For Professional Engineers And Surveyors.

Benjamin M. Daniel
P.S. No. 3183

Heritage Developments, LLC &
Evergreens 314, LLC
Ins. 2022-8614

