



AGENDA

City of Oxford

Board of Aldermen

Regular Meeting

Tuesday, April 15, 2025 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) 234-2453 (voice) or (662) 232-2300 (voice/TTY).

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: City Clerk's Office

- 2.a. Authorize the approval of the minutes of the Regular Meeting on April 1, 2025 and the Recess Meeting on April 2, 2025. (Ashley Atkinson)

Attachments

1. [04012025_Minutes.pdf](#)
2. [04022025R_minutes.pdf](#)

- 2.b. Authorize the approval of accounts for all city departments.

3. Consider the consent agenda:

3.a. Fixed Asset Management

- i. Request permission to declare a list of weapons, a 2014 Dodge Charger with VIN 2C3CDXAG5EH149307, a 2014 Dodge Charger with VIN 2C3CDXAG3EH149306, a 2009 Dodge Charger with VIN 2B3KA43V99H567533, a 2013 Dodge Charger with VIN 2C3CDXAG6DH592662, a 2013 Dodge Charger with VIN 2C3CDXAG8DH592663, a 2013 Dodge Charger with VIN 2C3CDXAG6DH592659, a 2014 Dodge Charger with VIN 2C3CDXAG8EH149303, and a 2014 Dodge Charger with VIN 2C3DXAG5EH149291 surplus in the Oxford Police Department and authorize their disposal. (Jeff McCutchen)
- ii. Request permission to declare a Stihl BR800C blower with SN 518920984 and asset tag 2863 surplus in the Buildings & Grounds Department and authorize its disposal. (Greg Pinion)

- iii. Request permission to declare a Panasonic microwave with asset tag 1143 surplus in the Oxford Conference Center Department and authorize its disposal. (Micah Quinn)

Attachments

1. [OPD_surplus_04152025.pdf](#)
2. [OPD_surplus_2_04152025.pdf](#)
3. [B_G_Surplus.pdf](#)
4. [OCC_Surplus.pdf](#)

3.b. Grants:

- i. Request permission to accept the modification of the 405D Impaired Driving Grant. (Jeff McCutchen)

Attachments

1. [grant_modification.pdf](#)

3.c. Human Resources:

- i. Request permission to hire Justin Bright as a Firefighter/Paramedic with an annual salary of \$61,990.31, to hire Adrian Vega and Charles Moore as Probationary Firefighters, each with an annual salary of \$49,044.79, in the Oxford Fire Department. (Braxton Tullos)
- ii. Request permission to accept the resignation of Jayce Tack in the Oxford Police Department, effective May 1, 2025. (Braxton Tullos)
- iii. Request permission to transfer Lukas Vanlandingham from the Buildings & Grounds Department to the Environmental Services Department, with an hourly rate of \$15.00. (Braxton Tullos)
- iv. Request permission to accept the resignation of Charlie Black, Morgan Breithaupt, Maxwell Elliott, Reagan Feathers, Emily Hayward, and Hailey Lott in the mTrade Park Department, effective April 15, 2025. (Braxton Tullos)
- v. Request permission to hire Kasidy Certion as Concession Stand employee in the mTrade Park Department, with an hourly rate of \$9.25. (Braxton Tullos)
- vi. Request permission to approve volunteers for the Oxford ARC. (Kelli Briscoe)
- vii. Request permission to hire Keuntae Booker, Omari Frierson, Landon Hudson, Preston Adair, Kajarrious Conner, Xavier Houston, Akeem Doughty, Hubert Jones, Ava Denley and Trikyus Woodall as Seasonal, Part- Time employees in the Environmental Services Department, each with an hourly rate of \$15.00. (Braxton Tullos)
- viii. Request permission to accept the resignation of Alan Hall in the Oxford Fire Department, effective April 16, 2025. (Braxton Tullos)
- ix. Request permission to hire Eli McMain as a Patrol Officer in the Oxford Police Department with an annual salary of \$52,531.65. (Braxton Tullos)

3.d. Miscellaneous:

- i. Request permission to approve the water and sewer adjustments as per the Oxford Utilities Adjustments Policy. (Rob Neely)
- ii. Request permission to adopt a Proclamation designating April as National Child Abuse Prevention Month in Oxford.
- iii. Request permission to approve donations for the benefit of the Oxford ARC. (Kelli Briscoe)
- iv. Request permission for the Oxford ARC to host Hoppy Paws (Easter Bunny pictures for the public with dogs) in the City Hall Pocket Park on Friday, April 18, 2025 from 10:00am-12:00pm. (Kelli Briscoe)

Attachments

1. [WS_adjustments_04152025.pdf](#)
2. [PROCLAMATION.pdf](#)
3. [Hoppy Paws Event.pdf](#)

3.e. Travel Requests:

- i. Request permission for three employees to attend Integrating Communications, Assessments and Tactics Instructor on May 1-2, 2025 in Pearl, MS at an estimated cost of \$958.70. (Jeff McCutchen)
- ii. Request permission for one employee to attend MBI Training Initiative on April 22, 2025 in Pope, MS at no cost to the city. (Jeff McCutchen)

- iii. Request permission for one employee to attend the 2025 MS Public Safety Summit on May 28-30, 2025 in Flowood, MS at an estimated cost of \$681.00. (Jeff McCutchen)
- iv. Request permission for one employee to attend Law Enforcement Chaplain Training Program on April 28-May 1, 2025 in Pearl, MS at an estimated cost of \$481.00. (Jeff McCutchen)
- v. Request permission for one employee to attend Dispatch-Domestic Violence training on May 20, 2025 in Hernando, MS at an estimated cost of \$150.00. (Jeff McCutchen)
- vi. Request permission for one employee to attend Dispatch-Human Trafficking training on May 19, 2025 in Hernando, MS at an estimated cost of \$150.00. (Jeff McCutchen)
- vii. Request permission for two employees to attend IAED-40 Hour Basic Course training on May 19-23, 2025 in Starkville, MS at an estimated cost of \$2,163.00. (Jeff McCutchen)
- viii. Request permission for one employee to attend NEICI Suicide Calls training on April 29, 2025 in Columbus, MS at an estimated cost of \$150.00. (Jeff McCutchen)

4. Regular Agenda: Other Departments

- 4.a. Recognize the Oxford Police Department Victim Services Unit for an award given by the Attorney General's Office, in celebration of Crime Victims' Rights Week. (Jeff McCutchen)
- 4.b. Request permission to approve a Resolution of the Mayor and Board of Aldermen of the City of Oxford, Mississippi authorizing and directing the issuance of the City of Oxford, Mississippi General Obligation Bonds (Public Improvements Issue), Series 2025, in the aggregate principal amount of five million (\$5,000,000) dollars for upgrades to City infrastructure and buildings, along with the Preliminary Official Statement, as provided by Butler Snow, LLP.. (Sue Fairbank)

Attachments

- 1. [Oxford 2025 GO Bonds - Sales Parameter Resolution.pdf](#)

- 4.c. Tree Board Update. (Cowan Hunter)
- 4.d. Authorize an appointment to the Affordable Housing Commission.
- 4.e. Request permission to accept the reverse auction bids for equipment for the Environmental Services Department. (Amberlyn Liles)

Attachments

- 1. [Memo 8 yard Refuse Truck.pdf](#)

- 4.f. Request permission to accept a flood insurance quote from Wright National Flood Insurance Company for an annual premium of \$1,890.00 for the Oxford-University Transit System. (Walt McCullough)

Attachments

- 1. [OUT_flood_insurance_quote.pdf](#)

- 4.g. Request permission to approve a list of budget amendments and re-allocations. (Ashley Atkinson)

Attachments

- 1. [Amendments_Reallocations_04152025.pdf](#)

5. Regular Agenda: Police Department

- 5.a. Request permission to approve a Parade/Assembly Permit for Oxford-Lafayette Fuller Center for Housing to host a home dedication ceremony on May 17, 2025 from 3:00pm-5:00pm. (Jeff McCutchen)

Attachments

- 1. [Fuller_Center_permit.pdf](#)

6. Regular Agenda: Special Projects

- 6.a. Request permission to accept an Adopt-a-Street Contract with UM Environmental Coalition for the maintenance of Oxford Way. (Mark Levy)

Attachments

- 1. [Memo-Adopt-a-Street-UM_Environmental_Coalition.pdf](#)

- 6.b. Consider a contract for professional services with Beard and Riser for the design of Pickleball Courts at Stone Park. (Mark Levy)

Attachments

1. [Consider contract with Beard Riser Architects for design of new pickle ball courts at Stone Park.pdf](#)

- 6.c. Consider amendments to Change Order #2 and #3 for the Oxford Swimming Pool Renovation. (Mark Levy)

Attachments

1. [Consider Change Orders #2 and #3 from JP Corp for Oxford Swimming Pool Renovation project.pdf](#)

- 6.d. Consider Change Order #4 for the Oxford Swimming Pool Renovation. (Mark Levy)

Attachments

1. [23034 Oxford Pool CO 04 to Owner.pdf](#)

- 6.e. Request permission to accept the bids received and award a contract for ROW maintenance. (Mark Levy)

Attachments

1. [ROW Bid Comparison-2025.pdf](#)

7. Regular Agenda: Development Services-Engineering Department

- 7.a. Consider Change Order No. 1 and Payment Application No.3 for the North Lamar Sewer Project. (John Crawley)

Attachments

1. [Memo - Request to Approve Change Order No. 1 and Pay App No. 3 for North Lamar Sewer Project - Combined.pdf](#)

- 7.b. Request permission to approve revisions on Change Orders No. 4 and No. 5 for the Oxford Square Downtown Detention Project. (John Crawley)

Attachments

1. [Memo - Request to Approve Revisions to Change Orders No. 4 and No. 4 and Correlating Pay Apps for Downtown Detention Project - Combined.pdf](#)

- 7.c. Consider a request from Blackburn Construction for extended work hours Monday-Friday beginning April 16th through June 16 for early morning concrete pours. (John Crawley)

Attachments

1. [memo blackburn construction request for extended hours work.pdf](#)

8. Regular Agenda: Closing the Meeting

- 8.a. Consider an executive session.

Attachments

1. [Lafayette County - Contract with City of Oxford - City Inmates.pdf](#)
2. [AG opinion inmate costs.pdf](#)
3. [Jail contract_email.pdf](#)

- 8.b. Adjourn.



MINUTES

City of Oxford

Board of Aldermen

Regular Meeting

Tuesday, April 01, 2025 at 05:00 PM

City Hall Courtroom

1. Opening the Meeting

1.a. Call to Order

The meeting of the Mayor and Board of Alderman of the City of Oxford, Mississippi, was called to order by Mayor Tannehill at 5:00pm on Tuesday, April 1, 2025 in the courtroom of Oxford City Hall when and where the following were present:

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

Mayo Mallette, PLLC- Of Counsel
Ashley Atkinson- City Clerk
Hollis Green- Chief Operating Officer
Ben Requet- Director of Planning
Jeff McCutchen- Police Chief-absent
Sheridan Maiden-Deputy Police Chief
Braxton Tullos- Human Resources Director
Joey Gardner- Fire Chief
Shane Fortner-Emergency Management Director
Seth Gaines- Director of Oxford Park Commission
Mike Young- Asst. Director of Oxford Park Commission
Marlee Carpenter- Stronger Together Director
Rob Neely- General Manager of Oxford Utilities
Lynwood Jones- Superintendent of City Shop-absent
Amberlyn Liles- Environmental Services Director
Greg Pinion- Buildings & Grounds Superintendent
Kara Giles- Executive Assistant to the Mayor
John Crawley- City Engineer
Brad Freeman- mTrade Park Director-absent
Clay Brownlee- mTrade Park Assistant Director-absent

Michael Temple- IT Department-absent
Chris Simmons- IT Director-absent
Chandler Murabito-IT Department
Mark Levy- General Government
Laurie Steele-HR Department
Kelli Briscoe-Animal Resource Center Director
David Sabin-Police Department
Robert Baxter-Planning Dept.
Kate Kenwright-Planning Dept.

1.b. Adopt the agenda for the meeting.

It was moved by Alderman Bailey, seconded by Alderman Hyneman to adopt the agenda for the meeting with the deletion of item 4.a. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

1.c. Mayor's Report

2. Regular Agenda: City Clerk's Office

2.a. Authorize the approval of accounts for all city departments.

It was moved by Alderman Howell-Atkinson, seconded by Alderman Taylor to approve the accounts for all city departments including a claims docket showing General Fund claims numbered 135648-135835 and ACHs 241-243, Trust & Agency claims numbered 52537-52614 and ACHs 151-153, Water & Sewer claims numbered 39908-39935 and ACHs 231-232, Metro Narcotics claims numbered 9176-9178 and ACHs 68-69, OPC claims numbered 3981-3989, and totaling \$3,593,248.30. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

2.b. Request permission to approve the minutes from the Regular Meeting on March 18, 2025.
(Ashley Atkinson)

Agenda Attachments

1. [03182025_Minutes.pdf](#)

It was moved by Alderman Bailey, seconded by Alderman Crowe to approve the minutes from the Regular Meeting on March 18, 2025. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

3. Consider the consent agenda:

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

3.a. Fixed Asset Management

- i. Request permission to declare a list of equipment surplus in the Oxford Police Department and authorize their disposal. (Jeff McCutchen)

Agenda Attachments

1. [OPD_surplus.pdf](#)

3.b. Grants:

- i. Request permission to apply for the 2025 MOHS Grant for up to \$80,000.00, with no match, for the Oxford Fire Department. (Joey Gardner)
- ii. Request permission to apply for the Firehouse Subs Firefighter Assistance Grant for up to \$45,000.00, with no match, for the Oxford Fire Department. (Joey Gardner)

3.c. Human Resources:

- i. Request permission to accept the resignation of Sarah Grace Hollowell in the Oxford Conference Center Department, effective March 28, 2025. (Braxton Tullos)
- ii. Request permission to accept the resignation of Blake Horton in the Oxford Police Department, effective April 7, 2025. (Braxton Tullos)

- iii. Request permission to hire Cameron Chunn as a Patrol Officer in the Oxford Police Department, with an annual salary of \$52,531.65. (Braxton Tullos)
- iv. Request permission to hire Wendy Parham as a Full-Time Communications Officer in the Oxford Police Department, with an annual salary of \$37,575.24. (Braxton Tullos)
- v. Request permission to approve volunteers for the Oxford Animal Resource Center. (Kelli Briscoe)

3.d. Miscellaneous

- i. Request approval of water and/or sewer adjustments, in accordance with the Oxford Utility Leak Adjustment Policy. (Roby Neely)
- ii. Request permission to accept donations for the benefit of the Oxford Animal Resource Center. (Kelli Briscoe)
- iii. Request permission to accept the donation of treats and supplies from Wal-Mart for the benefit of the Oxford Police Department K-9 and Mounted Patrol Units. (Jeff McCutchen)

Agenda Attachments

- 1. [WS_Adjustments_04012025.pdf](#)
- 2. [donations.pdf](#)

3.e. Travel Requests

- i. Request permission for three employees to attend the MS Municipal Court Clerk's Summer Conference on July 22-25, 2025 in Biloxi, MS at an estimated cost of \$3,000.00. (Nickie Denley)
- ii. Request permission for two employees to attend Enhanced Force Investigations on May 27-30, 2025 in Nashville, TN at an estimated cost of \$3,449.55. (Jeff McCutchen)
- iii. Request permission for five employees to attend Remote Pilot Operations Course on April 28-May 1, 2025 in Oxford, MS at an estimated cost of \$4,055.00. (Jeff McCutchen)
- iv. Request permission for one employee to attend Instructor Development on April 7-11, 2025 in Oxford, MS for an estimated cost of \$400.00. (Jeff McCutchen)
- v. Request permission for one employee to attend Human Trafficking Investigator training on April 29-May 1, 2025 in Hernando, MS at no cost to the city. (Jeff McCutchen)
- vi. Request permission for one employee to attend MS Law Enforcement Child Abuse Conference on May 13, 2025 in Batesville, MS for an estimated cost of \$100.00. (Jeff McCutchen)
- vii. Request permission for the Emergency Management Director to apply for the Executive Leaders Program through the Center for Homeland Defense and Security at no cost to the city. (Shane Fortner)
- viii. Request permission for one Courthouse Square Historic Preservation Commissioner to attend the Mississippi Department of Archives and History Preservation Bootcamp on April 23-24, 2025 in Jackson, MS at an estimated cost of \$650.00. (Ben Requet)
- ix. Request approval to add an additional night to a previously approved travel request for an HR employee, at an estimated cost of \$746.99. (Braxton Tullos)
- x. Request permission for an employee from the Environmental Services Department and an employee from the Development Services- Engineering Department to attend the American Public Works Association Conference on August 17-20, 2025 in Chicago, IL at an estimated cost of \$5,620.00. (Amberlyn Liles/John Crawley)
- xi. Request permission for two Environmental Services Department employees and two Shop employees to travel to Pelham, AL on April 8-9, 2025, at an estimated cost of \$872.00, to view and inspect equipment for the Environmental Services Department. (Amberlyn Liles)

4. Regular Agenda: Other Departments

- 4.a. Request permission to approve a payment policy for the Oxford Municipal Court. (Nickie Denley)

Agenda Attachments

- 1. [COLLECTIONS POLICY.pdf](#)

This item was removed from the agenda.

- 4.b. Request permission to accept the Continuing Disclosure Report for fiscal year ended September 30, 2024, as provided by Butler Snow, LLP. (Ashley Atkinson)

Agenda Attachments

1. FY 2024 Continuing Disclosure Invoice and Submissions - City of Oxford MS.pdf

It was moved by Alderman Bailey, seconded by Alderman Huelse to accept the Continuing Disclosure Report for fiscal year ended September 30, 2024, as provided by Butler Snow, LLP. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 4.c. Request permission to approve and authorize the Mayor to sign an agreement with UKG, to add UKG Bryte AI to the City payroll system at no charge for the trial period. (Braxton Tullos)

Agenda Attachments

1. UKG Order Form UKG Bryte AI.pdf

It was moved by Alderman Bailey, seconded by Alderman Crowe to approve and authorize the Mayor to sign an agreement with UKG, to add UKG Bryte AI to the City payroll system at no charge for the trial period. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

5. Regular Agenda: Police Department

- 5.a. Request permission to approve a Parade/Assembly permit for Oxford Pride/Isom Center to host a parade on May 3, 2025 from 2:00pm-3:00pm. (Jeff McCutchen)

Agenda Attachments

1. Isom_center_permit.pdf

It was moved by Alderman Howell-Atkinson, seconded by Alderman Hyneman to approve a Parade/Assembly permit for Oxford Pride/Isom Center to host a parade on May 3, 2025 from 2:00pm-3:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 5.b. Request permission to approve a Parade/Assembly permit for Marlee Carpenter with Stronger Together Oxford to host a Volunteer Recognition Ceremony in the City Hall Pocket Park on April 23, 2025 from 12:00pm-7:00pm. (Jeff McCutchen)

Agenda Attachments

1. STO Parade Permit.pdf

It was moved by Alderman Addy, seconded by Alderman Huelse to approve a Parade/Assembly permit for Marlee Carpenter with Stronger Together Oxford to host a Volunteer Recognition Ceremony in the City Hall Pocket Park on April 23, 2025 from 12:00pm-7:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6. Regular Agenda: Special Projects

- 6.a. Request permission to approve and authorize the Mayor to sign a contract, in the amount of \$165,985.00, with TM Productions, LLC, for the Woodlawn Trail Extension Project based on bids previously accepted. (Mark Levy)

Agenda Attachments

1. Permission to accept contract with TM Productions LLC for the Woodlawn Davis Trail Extension project.pdf

It was moved by Alderman Bailey, seconded by Alderman Crowe to approve and authorize the Mayor to sign a contract, in the amount of \$165,985.00, with TM Productions, LLC, for the Woodlawn Trail Extension Project, based on bids previously accepted. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 6.b. Request permission to advertise for bids for technology upgrades at the Oxford Park Commission Activity Center and the Ulysses "Coach" Howell Activity Center. (Mark Levy)

Agenda Attachments

1. Permission to advertise for technology upgrades at the Oxford Activity Center.pdf

It was moved by Alderman Howell-Atkinson, seconded by Alderman Addy to advertise for

bids for technology upgrades at the Oxford Park Commission Activity Center and the Ulysses "Coach" Howell Activity Center. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

7. Regular Agenda: Development Services-Engineering Department

- 7.a. Request permission to advertise for bids for the Anderson Road Water Treatment Plant Upgrades Project and two Anderson Road Well Sites. (John Crawley)

Agenda Attachments

1. Memo - Request Permission to Advertise for Bids - Anderson Road Water Treatment Plant Upgrades and Wells.pdf

It was moved by Alderman Bailey, seconded by Alderman Huelse to advertise for bids for the Anderson Road Water Treatment Plant Upgrades Project and two Anderson Road Well Sites. All the Aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 7.b. Request permission to advertise for reverse auction bids for a new 14-yard dump truck with a snow plow for the Development Services-Street Department. (John Crawley)

Agenda Attachments

1. Memo - Request Permission to Advertise for Reverse Auction Bids - New 14 Yard Dump Truck with Snow Plow.pdf

It was moved by Alderman Addy, seconded by Alderman Bailey to advertise for reverse auction bids for a new 14-yard dump truck with a snow plow for the Development Services-Street Department. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 7.c. Consider Change Order #2 and Payment Application #2 for the mTrade Roundabout Project. (John Crawley)

Agenda Attachments

1. Memo - Request Permission to Approve CO2 and Pay App 2 - mTrade Park Roundabout Project - Combined.pdf

It was moved by Alderman Bailey, seconded by Alderman Huelse to approve Change Order #2, in the amount of \$12,390.00, to M & N Excavators, and to approve Payment Application #2, in the amount of \$175,005.21, for the mTrade Roundabout Project. All the aldermen present voting aye, except for Alderman Addy who voted no, Mayor Tannehill declared the motion carried.

8. Regular Agenda: Closing the Meeting

- 8.a. Consider an executive session.

It was moved by Alderman Hyneman, seconded by Alderman Bailey to consider an executive session for matters related to property ownership/acquisition and potential litigation. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Addy to enter into an executive session for two matters of property ownership/acquisition on Anderson Road, an issue of potential litigation regarding a contract, an issue of potential litigation regarding a lawsuit, and an issue of potential litigation related to the demolition of a building. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Addy, seconded by Alderman Huelse to make an offer, of the appraisal price, to the owners of a piece of property on Anderson Road. This property would be a possible location for the construction of a future water well. All the aldermen present voting aye, Mayor Tannehill declare the motion carried.

It was moved by Alderman Hyneman, seconded by Alderman Addy to get an appraisal for approximately 7 acres of property on Anderson Road. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

8.b. Recess to meet at 1:00pm on Wednesday, April 2, 2025.

It was moved by Alderman Huelse, seconded by Alderman Hyneman to recess the meeting until 1:00pm on Wednesday, April 2, 2025. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

Robyn Tannehill, Mayor

Ashley Atkinson, City Clerk



MINUTES

City of Oxford

Board of Aldermen

Recess Meeting

Wednesday, April 02, 2025 at 01:00 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) 234-2453 (voice) or (662) 232-2300 (voice/TTY).

1. Opening the Meeting

1.a. Call to Order

The meeting of the Mayor and Board of Alderman of the City of Oxford, Mississippi, was called to order by Mayor Tannehill at 1:00pm on Wednesday, April 2, 2025 in the courtroom of Oxford City Hall when and where the following were present:

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

Mayo Mallette, PLLC- Of Counsel-absent
Ashley Atkinson- City Clerk
Hollis Green- Chief Operating Officer
Ben Requet- Director of Planning
Jeff McCutchen- Police Chief
Sheridan Maiden-Deputy Police Chief-absent
Braxton Tullos- Human Resources Director
Joey Gardner- Fire Chief
Shane Fortner-Emergency Management Director
Seth Gaines- Director of Oxford Park Commission
Mike Young- Asst. Director of Oxford Park Commission-absent
Marlee Carpenter- Stronger Together Director-absent
Rob Neely- General Manager of Oxford Utilities

Lynwood Jones- Superintendent of City Shop-absent
Amberlyn Liles- Environmental Services Director-absent
Greg Pinion- Buildings & Grounds Superintendent-absent
Kara Giles- Executive Assistant to the Mayor
John Crawley- City Engineer
Brad Freeman- mTrade Park Director-absent
Clay Brownlee- mTrade Park Assistant Director-absent
Michael Temple- IT Department-absent
Chris Simmons- IT Director-absent
Chandler Murabito-IT Department
Mark Levy- General Government

1.b. Adopt the agenda for the meeting.

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

2. Regular Agenda: New Business

2.a. Discuss the updated project list and funding. (Ashley Atkinson/Mark Levy)

The Board discussed the updated project list and decided that the renovation of the old OPD building, the renovation of City Hall, and the proposed pickle ball courts are the three most important projects right now. The renovation of the old OPC building will be discussed in upcoming budget sessions. After further discussion, it was moved by Alderman Addy, seconded by Alderman Huelse to start the process for building the pickle ball courts and to seek design and engineering services for same. All the aldermen present voting aye, Mayor Tannehill declared the motion carried. The Board will consider a Resolution to issue the remaining \$5,000,000.00 in bonds at their next meeting. A portion of those funds will be used for the construction of the courts.

2.b. Request permission to approve the cost for IACP training (large events) by Bitsko Consulting at OPD at an estimated cost of \$4,030.00. (Jeff McCutchen)

Agenda Attachments

1. OPD_training.pdf

It was moved by Alderman Addy, seconded by Alderman Huelse to approve the cost for IACP training (large events) by Bitsko Consulting at OPD at an estimated cost of \$4,030.00. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

2.c. Consider a change to the cost of a memorial tree.

Agenda Attachments

1. TRIBUTE TREE DONATION FORM.pdf

The Board discussed the costs related to memorial tree donations but took no action.

2.d. Discuss trees along Hwy 6.

The Board discussed ways to improve the landscape along Highway 6 and it was moved by Alderman Addy, seconded by Alderman Crowe to authorize the City Engineer, John Crawley, to reach out to MDOT and see if they would allow the City to plant trees in some of the empty areas along Highway 6. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

2.e. Discuss the controlled burn Ordinance and applications.

Agenda Attachments

1. Open_burn_ordinance.pdf

The Board discussed the controlled burn Ordinance and the application of the guidelines in the Ordinance. Alderman Addy brought up concerns with the "ambient conditions" language (by definition that means that it must be a sunny, wind-free day) and whether or not those conditions are considered when allowing contractors to burn debris. No action was taken.

2.f. Discuss paid internships. (Braxton Tullos)

HR Director, Braxton Tullos, presented the Board with a plan for a partnership with the local schools to provide paid internships for students pursuing technical careers. Lafayette High School has an Electrical Lineman program and would like to offer internships to their students as a way to get hands-on experience in the field. After some discussion, it was moved by Alderman Crowe, seconded by Alderman Huelse to hire two paid interns, each with an hourly rate of \$15.00, for the Oxford Utilities-Electric Division, and to amend the budget as needed. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

2.g. Discuss technology upgrades at Old OPD-Annex.

The Board discussed technology upgrades at the old OPD-Annex building. When the Development Services Department moves from City Hall into the old OPD building, they will be using the Annex as a meeting area for their commission meetings. The audio and visual technology in the Annex is over 25 years old and is not compatible with current technology. It was moved by Alderman Bailey, seconded by Alderman Hyneman to get quotes/advertise for bids for technology upgrades at the Old OPD-Annex and to amend the budget as needed (there is currently \$50,000.00 budgeted for this project). All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

2.h. Request permission to apply for the SS4A (Safe Streets 4 All) grant program. (John Crawley)

It was moved by Alderman Bailey, seconded by Alderman Crowe to apply for the SS4A (Safe Streets 4 All) grant program. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

2.i. Consider a request from Delgado Construction to work on Sundays (4/6 and 4/13) for the North Lamar/Varner Loop drainage project. (John Crawley)

It was moved by Alderman Addy, seconded by Alderman Bailey to approve a request from Delgado Construction to work on Sundays (4/6 and 4/13) for the North Lamar/Varner Loop drainage project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

2.j. Discuss traffic on Chickasaw Road and Park Drive. (John Crawley)

The Board discussed concerns about speeding on Chickasaw Road and Park Drive. Based on an older petition, 78% of the residents on Chickasaw Road have requested some form of traffic-calming, such as speed bumps or speed tables, to reduce speeding. After further discussion, the Board directed the City Engineer to update the petition and get prices on rubber speed tables. On Park Drive, there are over 7,000 cars a day and current traffic studies and City policy do not support any type of traffic-calming. No action was taken.

2.k. Discuss a proposal to make drainage improvements and repairs to a retaining wall at Old Taylor Place Apartments. (John Crawley)

Minutes Attachments

1. [Old_taylor_road_drainage_issue.pdf](#)

Due to storm water runoff, based on changes made by the City, the retaining wall at Old Taylor Place Apartments has been compromised and is in need of repair. After further discussion, it was moved by Alderman Howell-Atkinson, seconded by Alderman Addy to restore the cross-tie retaining wall back to its original condition. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

3. Closing the Meeting

3.a. Consider an executive session.

It was moved by Alderman Crowe, seconded by Alderman Hyneman to consider an executive session for a personal issue. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Crowe, seconded by Alderman Howell-Atkinson to enter into an executive session for a personnel issue in the Financial Administration Department. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

The City Clerk left the meeting at this time.

It was moved by Alderman Howell-Atkinson, seconded by Alderman Crowe to promote Ashley Atkinson from City Clerk to City Clerk-Finance Director, with a new annual salary of \$120,000.00. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

3.b. Adjourn.

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

Robyn Tannehill, Mayor

Ashley Atkinson, City Clerk



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: 4/15/25

Department that owns Fixed Asset: Oxford Police Department

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

Physical Location of Asset: Oxford Police Department

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:

SEE ATTACHED LIST

Name of Person Submitting Surplus Request: Kayla Martin

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

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Charter Arms- 188802
Rossi M68- AA233395
SW Airweight C741176
Glock 22 - LPC820
Glock 27 - ZAU228
Glock 27 - HMZ259
SW 38spl CTG- C695591



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Date of Request: 4/7/2025

Department that owns Fixed Asset: Police

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

Physical Location of Asset: 9 Industrial Park Drive

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

Dodge \ Charger \ 2014

Make Model Year
2C3CDXAG5EH149307 \ Black

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: Jeff McCutchen

Date Approved by BOA: _____

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Date of Request: 4/7/2025

Department that owns Fixed Asset: Police

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

Physical Location of Asset: 9 Industrial Park Drive

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

Dodge \ Charger \ 2014

Make Model Year
2C3CDXAG3EH149306 \ Black

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: Jeff McCutchen

Date Approved by BOA: _____

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Date of Request: 4/7/2025

Department that owns Fixed Asset: Police

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

Physical Location of Asset: City Shop

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

Dodge \ Charger \ 2009

Make Model Year
2B3KA43V99H567533 \ Silver

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: Jeff McCutchen

Date Approved by BOA: _____

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Date of Request: 4/7/2025

Department that owns Fixed Asset: Police

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

Physical Location of Asset: 9 Industrial Park Drive

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

Dodge \ Charger \ 2013

Make Model Year
2C3CDXAG6DH592662 \ Black

VIN / Serial Number Color

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

Description of Tool (including brand): _____

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

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

Name of Person Submitting Surplus Request: Jeff McCutchen

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

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Date of Request: 4/7/2025

Department that owns Fixed Asset: Police

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

Physical Location of Asset: 9 Industrial Park Drive

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

Dodge \ Charger \ 2013

Make Model Year
2C3CDXAG8DH592663 \ Black

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: Jeff McCutchen

Date Approved by BOA: _____

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

Date of Request: 4/7/2025

Department that owns Fixed Asset: Police

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

Physical Location of Asset: 9 Industrial Park Drive

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

Dodge \ Charger \ 2013

Make	Model	Year
<u>2C3CDXAG6DH592659</u>	<u>Black</u>	

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: Jeff McCutchen

Date Approved by BOA: _____

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Date of Request: 4/7/2025

Department that owns Fixed Asset: Police

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

Physical Location of Asset: 9 Industrial Park Drive

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

Dodge \ Charger \ 2014

Make Model Year
2C3CDXAG8EH149303 \ Black

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: Jeff McCutchen

Date Approved by BOA: _____

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

Date of Request: 4/7/2025

Department that owns Fixed Asset: Police

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

Physical Location of Asset: 9 Industrial Park Drive

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

Dodge \ Charger \ 2014

Make Model Year
2C3CDXAG5EH149291 \ Black

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: Jeff McCutchen

Date Approved by BOA: _____

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(f) 662-232-2337**



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Date of Request: Building & Grounds
Department that owns Fixed Asset: B+G
Fixed Asset Tag Number (If item is not tagged, please put N/A): 02863
Physical Location of Asset: City Shop

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

Stihl Blower \ BR800C \ MA
Make Model Year
518920984 \
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:

Stihl Blower motor is locked up.

Name of Person Submitting Surplus Request: Mike Grant

Date Approved by BOA: _____

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Date of Request: 3/28/2025

Department that owns Fixed Asset: Oxford Conference Center

Fixed Asset Tag Number (If item is not tagged, please put N/A): 01143

Physical Location of Asset: OCC

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

Panasonic Microwave

Make	Model	Year
		<u>silver</u>
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:

Panasonic Microwave - no longer works

Name of Person Submitting Surplus Request: Micah Quinn

Date Approved by BOA: _____

107 Courthouse Square
Oxford, MS 38655

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

FY26 MOHS PUBLIC INFORMATION AND EDUCATION, STATE AGENCIES AND SPECIALIZED FUNDING APPLICATIONS (154, 405, 402)

Mississippi Office of Highway Safety

P.O. Box 1633

Canton, MS 39046

Phone: (601)391-4900 Email: mohs@dps.ms.gov

1. Applicant Name: City of Oxford, Police Department Mailing Address: 9 Industrial Park Drive Oxford, MS 38655 Telephone: 662-232-2400 E-Mail: mississippitide@oxfordpolice.net	2. Date: 16 January 2025, updated April 2025 3. Beginning and Ending Dates: ☒ Full Grant: (October 1, 2025 - September 30, 2026) ____ Other (Specify Date: _____) 4. Subgrant Payment Method: ☒ Cost Reimbursement Method 5. UEI # - C6FVY2CCKGH6 6. Congressional District- 1			
7. Program Title: Impaired Driving Enforcement Training (405D Impaired Driving Funds)				
8. The following funds will be proposed for FY26 funding:				
A. COST CATEGORY	B. SOURCE OF FUNDS			
(1) Personal Services-Salary	\$207,148.24			
(2) Personal Services-Fringe	\$54,997.85			
(3) Contractual Services	\$60,971.52			
(4) Travel	\$207,745.80			
(5) Equipment	\$5,000.00			
(6) Commodities	\$11,645.00			
(7) Indirect Costs	\$39,321.91			
(8) Match Amount	\$0.00			
TOTAL	\$586,830.32			
9. The applicant agrees to operate the program outlined in this application in accordance with all provisions as included herein. The following sections are attached and incorporated into this application: <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 33%; text-align: center;"> Project Identification Personal Services Travel </td> <td style="width: 33%; text-align: center;"> Proposed Countermeasures Contractual Services Equipment </td> <td style="width: 33%; text-align: center;"> Indirect Costs Match Commodities </td> </tr> </table> All policies, terms, conditions, and provisions in the application provided to applicants, are also incorporated into this agreement, and applicant agrees to fully comply herewith.		Project Identification Personal Services Travel	Proposed Countermeasures Contractual Services Equipment	Indirect Costs Match Commodities
Project Identification Personal Services Travel	Proposed Countermeasures Contractual Services Equipment	Indirect Costs Match Commodities		
10. Approved Signature of Authorized Official (CEO, Director/Commissioner) for Jurisdiction to Apply: Signature in Blue Ink Date Print Name: Robyn Tannehill Title: Mayor	MOHS USE Only:			

The Mississippi Office of Highway Safety is requesting the information below to determine if a applicant had prior experience with the same or similar sub-awards.

This section must be filled out completely for all project applications.

Please answer YES or NO to the questions below.	YES	NO	N/A
Has the agency had federal or state grants similar to the MS Office of Highway Safety grant?	X		
Has the agency had at least 3 years' experience with federal grants?	X		
Has the department staff remained unchanged during the 2025 grant year (October 2024 – current)?		X	
Has the agency administration remained unchanged during the 2025 grant year? For example, is the Authorized Signatory Official, Sheriff, and/or Chief the same individual from (October 2023 – current)?	X		
Is the agency accounting system the same as the 2024 grant year (October 2023 – September 2024)?	X		
Has the agency received a federal award directly from a federal awarding agency (the Department of Justice, NHTSA, or another federal agency)? If YES , answer the questions below. If NO , type N/A for the questions below.		X	
If your agency receives, federal awards directly from a federal awarding agency, does the agency receive monitoring from that Federal awarding agency? For example, does your agency receive monitoring “directly” from the Department of Justice, NHTSA, or another federal agency? Please note, this question is not pertaining to the sub-grantee monitoring conducted by the Mississippi Office of Highway Safety. (If this question is not applicable to your agency, select N/A)			X
If your agency receives direct monitoring from a Federal awarding agency, did the federal agency determine that there were no financial or compliance issues? (If this question is not applicable to your agency, select N/A)			X

Problem Identification:**Location:**

City Name to Serve:	STATEWIDE GRANT ACTIVITY
County Name to Serve:	N/A
Troop District:	N/A
Number of Personnel In Agency:	89 sworn officers, 9 civilians, 11 dispatchers, 5 metro, 11 part-time, 5 parking unit, 5 impaired driving training grant
Number of Personnel to Work Grant:	2 full time, 2 part time
Number of Square Miles:	46,923.27 ¹
Number of Population:	2,949,965 ²
Age Group to Serve (PI&E Applicants):	ALL LAW ENFORCEMENT OFFICERS WITH JURISDICTION INSIDE THE STATE OF MISSISSIPPI

Problem Identification Summary:Program Focus: Please check focus area

	Public Information and Education
	Public Information and Education – Youth 16-20
X	Training (Law Enforcement)
	Research (Survey and Problem Identification)
	Traffic Records System and Enhancements

Program Funding: Please check funding source for focus area

	154 Alcohol
X	405d Alcohol and Drug Impaired Driving
	402/405b Occupant Protection
	402 Driver's Education
	402 Special Occupant Protection
	402 Traffic Records

Note: latest data readily available was utilized.

¹ <https://www.census.gov/quickfacts/MS>² <https://www.census.gov/quickfacts/MS>

Problem Identification Summary:

In 2019, 6,756,000 police-reported vehicular crashes occurred nationwide, a 0.3% increase from the previous year.³ Of these, 1,916,000 crashes resulted in injuries.⁴ Moreover, 33,244 crashes resulted in 36,096 fatalities, down 2% from 36,835 fatalities in 2018.⁵ Similarly, within Mississippi, 643 fatalities occurred in 2019, a decrease of 3.2% from 2018's 663 fatalities.⁶

Impaired Driving remains one of the deadliest crimes in the United States. The occurrence of alcohol-impaired driving fatal crashes decreased nationally from 10,710 in 2018 to 10,142 in 2019,⁷ an improvement of 568 or 5.3%. Mississippi's roadways continue to be threatened by both alcohol-impaired and drug-impaired driving, as evidenced by the increase in the percentage of fatal crashes involving alcohol-impaired driving which recently increased in Mississippi by 2.41%, from 166 in 2018 to 170 in 2019;⁸ this increase is concerning, and, without a structured training program, the number of alcohol-involved fatalities will continue to rise.

The legalization of marijuana increases the number of DUI instances. In order to combat this danger, efforts to train officers and encourage strong enforcement of DUI laws are necessary. Changes in social perception of marijuana use, along with the rise in the number of states choosing to decriminalize its use, suggests that Mississippi will soon be facing a significant increase in the number of drivers who are under its influence.⁹ Drug use is on the rise among drivers since the beginning of the COVID pandemic.¹⁰ During 2020,

³ U.S. Department of Transportation, National Highway Traffic Safety Administration, National Center for Statistics and Analysis, "Overview of Motor Vehicle Crashes in 2019," p. 3; December 2020 Report Number DOT HS 813 060; posted, *National Center for Statistics and Analysis (NCSA) Motor Vehicle Traffic Crash Data Resource Page* (<https://crashstats.nhtsa.dot.gov/#/> : accessed 2 March 2021). Note: this is the most current data as of 26 January 2022.

⁴ U.S. Department of Transportation, National Highway Traffic Safety Administration, National Center for Statistics and Analysis, "Overview of Motor Vehicle Crashes in 2019," p. 3; December 2020 Report Number DOT HS 813 060; posted, *National Center for Statistics and Analysis (NCSA) Motor Vehicle Traffic Crash Data Resource Page* (<https://crashstats.nhtsa.dot.gov/#/> : accessed 2 March 2021). Note: this is the most current data as of 26 January 2022.

⁵ U.S. Department of Transportation, National Highway Traffic Safety Administration, National Center for Statistics and Analysis, "Overview of Motor Vehicle Crashes in 2019," p. 3, 5; December 2020 Report Number DOT HS 813 060; posted, *National Center for Statistics and Analysis (NCSA) Motor Vehicle Traffic Crash Data Resource Page* (<https://crashstats.nhtsa.dot.gov/#/> : accessed 2 March 2021). Note: this is the most current data as of 26 January 2022.

⁶ U.S. Department of Transportation, National Highway Traffic Safety Administration, National Center for Statistics and Analysis, "Traffic Safety Performance (Core Outcome) Measures* For Mississippi;" posted, *National Center for Statistics and Analysis (NCSA) Motor Vehicle Traffic Crash Data Resource Page* (<https://cdan.nhtsa.gov/stsi.htm#> : accessed 2 March 2021) > State Traffic Safety Info > Mississippi; citing FARS 2015 - 2018 Final and FARS 2019 ARF.

Also, "FY19 Certified Data," email to MississippiTIDE@oxfordpolice.net, 10 January 2022, specifically "2019 Fatality and Injury Data."

⁷ U.S. Department of Transportation, National Highway Traffic Safety Administration, National Center for Statistics and Analysis, "Overview of Motor Vehicle Crashes in 2019," p. 9; December 2020 Report Number DOT HS 813 060; posted, *National Center for Statistics and Analysis (NCSA) Motor Vehicle Traffic Crash Data Resource Page* (<https://crashstats.nhtsa.dot.gov/#/> : accessed 2 March 2021).

⁸ U.S. Department of Transportation, National Highway Traffic Safety Administration, National Center for Statistics and Analysis, "Traffic Safety Performance (Core Outcome) Measures* For Mississippi;" posted, *National Center for Statistics and Analysis (NCSA) Motor Vehicle Traffic Crash Data Resource Page* (<https://cdan.nhtsa.gov/stsi.htm#> : accessed 2 March 2021) > State Traffic Safety Info > Mississippi; citing FARS 2015 - 2018 Final and FARS 2019 ARF.

⁹ American Bar Association, "The Legalization of Marijuana and Its Impact on Traffic Safety and Impaired Driving;" posted *ABA* (https://www.americanbar.org/groups/criminal_justice/publications/criminal-justice-magazine/2020/spring/the-legalization-marijuana-and-its-impact-traffic-safety-and-impaired-driving/ : accessed 24 January 2022.)

¹⁰ U.S. Department of Transportation, National Highway Traffic Safety Administration, NHTSA's Office of Behavioral Safety Research "Update to Special Reports on Traffic Safety During the COVID-19 Public Health Emergency: Fourth Quarter Data;" June 2021 Report Number DOT HS 813 135; posted *Repository and Open Science Access Portal* (<https://rosap.nhtl.bts.gov/view/dot/56125> : accessed 26 January 2022).

the National Highway Traffic Safety Administration studied fatalities and serious injuries resulting from crashes. The study suggests that alcohol, cannabinoids, and opioids is increasing.

Another possible problem on the horizon that warrants further vigilance in Mississippi is the downward trend in the number of DUI citations. For example, in 2017, 8,015 grant funded DUI citations were issued. In 2018, that number plummeted to 6,314 and then fell again in 2019 to 5,552 to the lowest number of DUI citations issued annually since at least 2014.¹¹ Regardless of the cause, it is imperative that law enforcement officers, prosecutors, clerks, and judges are trained and supported educationally in their roles in Mississippi's judicial system in order to maintain the excellent conviction rate of 91%.¹² Fatalities and injuries resulting from impaired driving can only be reduced through the correlated detection, effective arrest, and successful prosecution of impaired drivers.

A key component of Mississippi's Driving Under the Influence (DUI) control system is the enforcement of DUI laws. For law enforcement to be effective in its role in reducing traffic crash injuries and deaths, particularly those which are related to impaired driving, officers must be knowledgeable and skilled in DUI enforcement methods and strategies. Officers should be continuously provided opportunities to be updated and trained in the detection and apprehension of impaired drivers, courtroom testimony procedures, field sobriety testing methods, and legal issues concerning the enforcement of laws governing driving while impaired by alcohol and other drugs.

Because NHTSA created the SFST, ARIDE, and DRE trainings to function system-wide in a standardized manner, it essential that each curriculum be taught in a standardized and systematic manner under the careful supervision of seasoned programmatic instructors and administrators. Therefore, it is vital to the stability of the impaired driving enforcement efforts to continue forward with Mississippi's impaired driving enforcement training program in FY26 and continue to grow and support it.

Please do not alter the wording of the measures and strategies when the agreement is drafted. This is important. If wording needs to be altered, please talk with us first.

Proposed Target, Performance Measure and Strategies to be achieved during FY26:

Target for Projects:

The jurisdiction/agency will contribute to the reduction of the number of alcohol-related fatalities from 168 in 2022 to 165 by the end of 2025.

The jurisdiction/agency will contribute to the reduction of the number of drug-related fatalities from 61 in 2022 to 59 by the end of 2025.

Performance Measures for Project:

Increase the number of law enforcement officers trained in SFST from 246 in FY24 to 250 by the end of FY26.

Increase the number of law enforcement officers trained in ARIDE from 83 in FY24 to 86 by the end of FY26.

¹¹ Mississippi Office of Highway Safety, "Federal Fiscal Year 2019 Annual Report," p. 5; posted, *Mississippi FY2019 Highway Safety Plan Annual Report* (https://www.nhtsa.gov/sites/nhtsa.dot.gov/files/documents/ms_fy19_hspar.pdf : accessed 2 March 2021).

¹² "Revised 2019 Crash and conviction rates," email to MississippiTIDE@oxfordpolice.net, 2 March 2021, specifically "Data Needed on Crashes and Conviction Rate."

Maintain the number of law enforcement officers trained in DRE from 10 in FY24 to 10 by the end of FY26.

Maintain the number of law enforcement officers trained as SFST Instructors from 13 in FY24 to 13 by the end of FY26.

Strategies for Project:

Conduct at least 12 SFST trainings statewide as needed to reach goal.

Conduct 1 SFST Instructor training.

Conduct SFST recertifications as needed. [Please note: this number fluctuates so much year to year that setting a number is nearly impossible. We prefer the wording "as needed." Recert requests are never turned away, so setting a number is not helpful.]

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

Conduct at least 4 ARIDE trainings statewide as needed to reach goal.

Conduct/facilitate/oversee/participate in at least one DRE school to train officers from Mississippi, and facilitate/oversee their instructor-supervised field certifications out of state (or in state if possible), and conduct their Final Knowledge Exam session following field certifications. [As of the writing of this application, we are unsure of the location. Please leave the wording like it is in the application with no location attached.]

Conduct at least one DRE continuing education class to meet required CEUs by IACP for DREs.

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

Meet with agencies to set up training as needed.

Attend the IACP DRE conference to fulfill required CEUs.

Attend the In-State Public Safety Summit.

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

Work in conjunction with a Traffic Safety Resource Prosecutor in conducting case law overviews, impaired driving enforcement-related training at the MS Prosecutors' Conferences, Mississippi Judges' Conferences, and other law enforcement conferences/trainings/forums, i.e., basic DUI/SFST presentations/updates/trainings and case law reviews to law enforcement oriented personnel development and continuing education conferences, trainings, and forums.

Update curriculum and other information taught by the impaired driving enforcement training program as needed to remain current/certified.

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

FY26 Proposed Program Coordination:

Name of Chief: Jeff McCutchen, Chief of Police	Name of Project Director: Dillion Cates
Phone Number: 662-232-2400	Phone Number: 662-232-2400
Email Address: jmccutchen@oxfordpolice.net	Email Address: MississippiTIDE@oxfordpolice.net hcates@oxfordpolice.net

Name of Financial Manager: Ashley Atkinson, City Clerk	Name of Signatory Official: Robyn Tannehill, Mayor
Phone Number: (662) 236-1310	Phone Number: (662) 232-2340
Email Address: aatkinson@oxfordms.net	Email Address: robyn@oxfordms.net

If wording in the budget / agreement needs to be altered from what is listed here, please talk with us first to see if we can find a way to word it so that a revision is not needed.

FY26 Proposed Program Coordination:
Proposed Project Staff for Grant Responsibilities:

Salary Amounts:

Personnel Title:	% of Time	Hourly Salary	# of Hours	Total:
Full Time Training Director	100%	\$34.79	2080	\$72,363.20
Part-Time Grant Administrator	100%	\$34.79	988	\$34,372.52
Full-Time Statewide Training Coordinator	100%	\$31.75	2080	\$66,040.00
Part-Time Training Coordinator	100%	\$34.79	988	\$34,372.52
Total Salary:				\$207,148.24

Fringe Amounts:

Personnel:	Fringe Item:	%	Total
PERS + FICA: (PERS 18.9% + FICA 7.65% = 26.55%)			
Full Time Training Director	PERS + FICA: \$72,363.20 X 26.55%	26.55%	\$19,212.43
Part-Time Grant Administrator	PERS + FICA: \$34,372.52 X 26.55%	26.55%	\$9,125.90
Full-Time Statewide Training Coordinator	PERS + FICA: \$66,040.00 X 26.55%	26.55%	\$17,533.62
Part-Time Training Coordinator	PERS + FICA: \$34,372.52 X 26.55%	26.55%	\$9,125.90
Total Fringe:			\$54,997.85

Personnel Justification:

Law Enforcement Agencies and Departments are not able to allow many officers off shift in order to attend training. The data collected by the training staff over the last year agrees with this and shows that large-size classes are becoming more difficult to fill, but smaller classes do better. This trend is expected to continue.

This does not mean that fewer officers need training. In fact, the opposite is true. With the legalization of marijuana, more officers need impaired driving training than ever before. In the near future, the legalization of marijuana is expected to cause a spike in the number of DUI instances. In order to combat this danger, efforts to train officers and encourage strong enforcement of DUI laws are necessary.

To better serve the State of Mississippi, the unit requires a director, a grant administrator, and training coordinators. The training director will ensure the program goals and performance measures are met by utilizing the project's strategies. The day-to-day operations will be supervised carefully, classes will be supervised on-site to ensure a high standard of training and consistency in teaching, and meetings will be attended to continue to better the program through building partnerships with law enforcement agencies, prosecutors, judges, etc. The training coordinator will be the on-site administrator of classes and will file all records of the classes. Training coordinator will be heavily involved in scheduling and planning the training classes. Ideally, the training director and training coordinator will be involved in teaching each class. Adjunct (volunteer) instructors will be utilized to assist with class administration as well as serve as instructors. The adjunct instructors will not be paid a salary or wage but will be reimbursed for travel expenses such as hotel, meals/gratuity, and mileage. Every effort will be made to utilize adjunct instructors who do not require travel. During work days when no training is being conducted, the training director and training coordinator will organize materials from previous classes and prepare for future classes. The training coordinator will also complete work formerly conducted by the office administrator (position removed in FY19) and will work to assist with training planning and follow-up. The training coordinator will organize and maintain office files and training records. The training coordinator will also help with clerical work and grant reporting. Conversely, the grant administrator will consult with the director regarding the efficiency of the program, oversee the administration of the budget, and complete/submit necessary grant reporting and funding reimbursement requests. All staff will cross-train and assist each other as needed to provide continuity of service throughout the program. All personnel will direct any questions, complications, suggestions, etc., to the appropriate programmatic and/or agency staff.

Job Descriptions:

Full-Time Training Director:

The director will oversee the program and be the lead instructor at all classes and other trainings when present. The director will ensure the training coordinator provides adequate resources and is on-site to conduct each class. The director will make administrative decisions should any problems arise in any particular class. The director will teach at classes and will serve as a resource for others whose administrative duties require technical assistance, such as grant reporting, class scheduling, curriculum updates, issuing certificates, etc. The director should serve as the signatory official on all certificates issued in the area of SFST, ARIDE, and DRE. The director will communicate with law enforcement agencies and administrators about available training and updates in the curricula.

Training coordinator:

The training coordinator may be an instructor. The training coordinator will attend training classes and may serve as the lead instructor when the director is not present. Serving as the class administrator, the training coordinator will ensure adequate resources are on site to conduct each class and will make administrative

decisions should any problems arise at any particular class. The training coordinator will be familiar with all curricula. The training coordinator will ensure all curricula are administered and taught according to NHTSA standards. The training coordinator will be responsible for assigning duties to adjunct instructors and scheduling an adequate number of instructors for each class. The training coordinator will maintain records on-site of class rosters and grades. They will issue certificates accordingly. The training coordinator will be responsible for pre-class instructor meetings. The training coordinator will receive and grade 30 field test logs, issue certificates, post congratulatory notations on social media, and will send notification/follow up communication to persons who need to re-submit 30 field test logs. The training coordinator will ensure the publicly posted training calendar is up-to-date with class dates/times/locations along with how to register for classes. The training coordinator will organize materials from previous classes and conduct a portion of the work formerly conducted by the office administrator (position removed in FY19). They will work to oversee the planning and follow-up of all classes. The training coordinator will organize and maintain office files and training records. The training coordinator will be responsible for maintaining large databases of class participants and program statistics. The training coordinator will also help with clerical work and grant reporting as needed. The will notify area agencies of future training while facilitating the registration process to include conducting follow-up with registrants to confirm attendance in an effort to ensure classes are filled to capacity. Training coordinators will also follow up with attendees within 45 days following an SFST course to encourage completion of certification. The training coordinators will help with classes if local instructors are not available or the director and/or training coordinator must be absent for some reason. The coordinator will manage logistics for future trainings such as hotels, classroom space, classroom materials, travel vouchers, and documentation, etc.

Grant Coordinator/Administrator:

The grant administrator will serve as a partner to the director on a part-time basis. In addition to consulting with the training director on the direction and efficiency of the program, the grant administrator is responsible for grant reporting, budgetary paperwork including travel vouchers, maintaining office records and files, and answering any questions that officers, the public, or agencies may have about the grant. The administrator will maintain a filing system and databases for all related material and statistics. The administrator will be familiar with the training and will be able to answer most questions that officers or supervisors may have in regard to the training. The grant administrator will help with classes if local instructors are not available or the director and/or training coordinator must be absent for some reason.

FY26 Proposed Contractual Services Expenses:

Type of Contractual Service Expenses:	Quantity/Amount of Service/Amount per Month	Total Costs of Expenses:
Wireless Internet	@ approximately \$160.04 x 12 months	\$1,920.48
Shipping/Handling Fees/Postage	@ approximately \$112.17 per month x 12 months	\$1,346.04
Training Space/Meeting Rooms	SFST / ARIDE Classes training space @ approximately \$200.00 per day = \$3,200.00 SFST Instructor School training space @ approximately \$500/day (2 rooms at approximately \$250/each) X 5 days = \$2,500.00 In-State DRE training space for class, CEUs, final exam = \$5,500.00	\$17,200.00

	DRE Field Certification Training Space @ approximately \$3,000.00 per day X approximately 2 days X 1 class = \$6,000.00	
	Total training space and meeting room rental = \$17,200.00	
Printing/Duplicating Manuals, Handouts, and Tests	Manuals/handouts/tests for SFST, ARIDE, DRE, SFST Instructor classes \$40,505.00 Total Printing/Duplicating = \$40,505.00	\$40,505.00
Total Contractual Services Expense:		\$60,971.52

Note: significant increase in printing costs over the last year

FY26 Proposed Travel Expenses:

Please use the word “approximately” before amounts that are subject to have rate changes set by DFA so that any revisions are easy and smooth.

<u>In-State Staff Travel for approximately 15 SFST and 9 ARIDE Classes:</u> Mileage: approximately 900 miles x approximately \$0.70 per mile = \$630.00 for approximately 3 instructors per class = \$22,680.00 Lodging: approximately \$125 per night for approximately 3 instructors per class = \$23,625.00 Meals: approximately \$68 per day for approximately 3 instructors per class = \$17,748.00 Meal gratuity: \$17,748.00 x 20% = \$3,549.60 In-State Staff Travel for approximately 15 SFST and 9 ARIDE Classes Total = \$67,602.60	\$67,602.60
<u>In-State Trainings/Conferences: Sheriffs, Chiefs, Prosecutors, Judges Conferences, and Law Enforcement Trainings/Conferences/STORM</u> Mileage: approximately 550 miles X approximately \$0.70 per mile = \$385.00 X approximately 4 conferences/trainings X approximately 3 instructors = \$4,620.00 Lodging: approximately \$125.00 per nights x approximately 3 nights x @ approximately 4 classes x @ approximately 3 instructors = \$4,500.00 Meals: approximately \$68 per day x approximately 4 days X approximately 4 conferences/trainings x approximately 3 instructors = \$3,624.00 Meal gratuity: \$3,624.00 x 20% = \$652.80 In-State Trainings/Conferences Total = \$13,036.80	\$13,036.80
<u>In-State SFST Instructor School</u> Mileage: approximately 400 miles x approximately \$0.70 per mile = \$280.00 X 1 class X approximately 15 people = \$4,200.00	\$23,400.00

Lodging: approx. \$125.00 x 4 nights x approximately 18 rooms = \$9,000.00 Meals: approx. \$68 per day x 5 days = \$340.00 x approx. 25 people = \$8,500.00 Meal gratuity: \$8,500.00 X 20% = \$1,700.00 In-State SFST Instructor School Total = \$23,400.00	
Meetings Mileage: 1 task force meeting with MOHS per quarter at approximately 200 miles round trip X approximately 4 meetings X approximately \$0.70 per mile = \$560.00 MOHS Meetings Total = \$560.00	\$560.00
In-State DRE School, CEUs, and Exam Mileage: approximately \$0.70 per mile = \$9,100.00 Lodging: approximately \$125.00 = \$25,000.00 Meals: approximately \$68 per day = \$22,168.00 Meal gratuity: \$22,168.00 x 20% = \$4,433.60 In-State DRE School Total = \$60,701.60	\$60,701.60
Out-of-State DRE Field Certification Mileage: approximately 1,300 miles x approximately \$0.70 per mile = \$910.00 x approximately 8 vehicles = \$7,280.00 Lodging: approximately \$150.00 per night X 3 nights x 15 rooms = \$6,750.00 Lodging Taxes and Fees: \$6,750.00 x 18% = \$1,215.00 Meals: approximately \$68 per day x 4 days = \$272.00 x approximately 20 people = \$5,440.00 Meal gratuity: \$5,440.00 X 20% = \$1,088.00 Parking: approximately \$25.00 X 3 nights X approximately 5 vehicles = \$375.00 Out-of-State DRE Field Certification Total = \$22,148.00	\$22,148.00
IACP Impaired Driving Conference on Drugs, Alcohol, and Impaired Driving Registration: \$875.00 X 3 people = \$2,625.00 Lodging: approximately \$275/night X 4 nights X 3 people = \$3,300.00 Lodging Taxes and Fees: approximately \$75/per night/per room = \$75 X 4 nights X 3 rooms = \$900.00 Airfare: \$500.00 X 3 people = \$1500.00 Meals: approximately \$92/day x 5 days = \$395.00 X 3 people = \$1,380.00 (based on this year's location; we will only spend the GSA amount but it will be much more than MS's daily limit, so please leave the amount at \$92 so hopefully, there is no budget modification needed.) Meal gratuity: \$1,380.00 X 20% gratuity = \$276.00 Airline baggage fees: \$70.00 X 3 people = \$210.00	\$11,571.00

Ground transportation: \$150.00 per person X 3 people = \$450.00 Mileage to Airport from duty station and return: approximately 300 miles x approximately \$0.70/mile x 3 people = \$630.00 (please do not list Oxford as the origination; people travel from multiple locations across the state) Parking: \$100.00 X 3 people = \$300.00 IACP Impaired Driving Conference Total = \$11,571.00	
IACP Course Manager Training (1 person) Registration: \$875.00 Lodging: approximately \$275/night X 4 nights = \$1,100.00 Lodging Taxes and Fees: approximately \$75/per night/per room = \$75 X 4 nights X1 room = \$300.00 Airfare: \$500.00 Meals: approximately \$92/day x 5 days = \$460.00 (based on this year's location; we will only spend the GSA amount but it will be much more than MS's daily limit, so please leave the amount at \$92 so hopefully, there is no budget modification needed.) Meal gratuity: \$460.00 X 20% gratuity = \$92.00 Airline baggage fees: \$70.00 Ground transportation: \$150.00 Mileage to Airport from duty station and return: approximately 300 miles x approximately \$0.70/mile = \$210.00 (please do not list Oxford as the origination; people travel from multiple locations across the state) Parking: \$100.00 IACP Impaired Driving Conference Total = \$3,857.00	\$3,857.00
Approximately 2 IACP Regional DRE State Coordinators Meetings Lodging: approximately \$275/night = \$1,650.00 Lodging Taxes and Fees: approximately \$75/per night = \$450.00 Airfare: \$500.00/trip X 2 meetings = \$1,000.00 Meals: approximately \$68/day x 4 days X 2 meetings = \$544.00 Meal gratuity: \$544.00 X 20% gratuity = \$108.00 Airline baggage fees, including taxes and fees, etc. = \$140.00 Ground transportation: \$150.00 per meeting X 2 meetings X 1 person = \$300.00 Mileage to Airport from duty station and return: approximately 340 miles x approximately \$0.70/mile X 2 meetings = \$476.00	\$4,868.80

Parking: \$100.00 X 2 meetings = \$200.00	
IACP Regional DRE State Coordinators Meeting = \$4,868.80	
Total Travel Expense:	\$207,745.80

Travel Justification:

Most departments do not have the financial resources to send multiple officers long distances for training. In order to strategically train the most officers possible in impaired driving enforcement and cover the largest portion of the state possible, it is necessary to travel to different areas of the state. Note: travel will not always be necessary, and mileage may be closer or farther than estimated depending on the class location and availability of instructors.

For lodging, it is requested that language like “approximately” be used in front of the hotel rate of \$125.00 because multiple locations do not have lodging in safe areas near the classroom for \$125.00; the most expensive base rate in a class location to date has been \$175.00. Tupelo, the Coast, and Pearl are the most expensive locations.

For meals, it is requested that language like “approximately” be used in front of the \$68/day meal rate to allow that if funding is available, meals may be reimbursed for the high-cost areas designated by the Department of Finance and Administration.

For travel that requires airfare, a request is included for mileage to and from the airport as most persons are traveling from over 100 miles away to fly. It should not be incumbent upon the traveler to travel at his/her own expense. Please use the wording that appears in the application. **Not everyone will travel from Oxford, so please use “duty station” instead of an origination city.**

Because it may be possible to conserve enough funds by seeking no-cost meeting space so that more than the minimum number of classes may be able to be taught, the language “approximately” before the number of classes (15 SFST, 9 ARIDE) should be used throughout the per class expenses, including travel. Doing this will allow program staff to conduct as many classes as needed to accomplish goals with the allotted funds. Should there be unused funds towards the end of the grant year, more officers could be trained.

For all classes, it is necessary to occasionally provide travel for instructors when there are too few available instructors for a particular jurisdiction. In applying for funding, the approximation of three instructors per class was utilized simply as an estimation to figure budgetary requests. The intent is not to limit the number of instructors or people serving as instructors (with travel) per class to only three. No prediction may be made regarding whether any/all members of an instructional team may be required to respond to emergencies in their respective jurisdictions. Therefore, limiting per-class travel to only three instructors could place an entire class in jeopardy of being discontinued mid-school. For example, Instructors A, B, and C travel to Anytown, Mississippi, to assist local Instructors D and E with the SFST class. Because of the complexity of SFST classes, all five instructors are needed to teach, oversee and administer the wet sessions, coach participants in practice sessions, evaluate performance tests, etc. If Instructor A falls ill; and Instructors B and C are called back to their jurisdiction to handle an emergency; and Instructor D’s child is emergently hospitalized; Instructor E cannot complete the course alone. Even if Instructor D can return, two people cannot properly administer and teach the class well. If the language is such in the final agreement as to limit any class to only three instructors, no other instructors can travel to serve as a substitute since three instructors (A, B, and C) already received travel. Another situation that occurs quite frequently is one in which multiple sets of instructors must be utilized to cover the three-day class. Program staff members need to have the flexibility to rotate different sets of instructors and not be limited to only three people per class. For example, Instructors L, M, and N can teach on

Tuesday only, and Q, R, and S can teach on Wednesday and Thursday. If there is no allowance to swap Tuesday's L, M, N instructors (3 people) to Wednesday/Thursday's Q, R, and S Instructors (3 different people) because that's more than the limited three people allowed for travel, the class will have to be canceled.

Mileage will be restricted to the amount set by the MS DFA, which updates each year on 1 January and sometimes mid-year. Mileage should be listed as "at approximately" \$0.70 so that when the rate changes, a budget revision is easier or is not required.

In-State **SFST, ARIDE, and DRE classes** are the foundation of the impaired driving program in the state. Instructors are not always available in all areas of the state. Currently, limited numbers of instructors are active, making it necessary to pay travel expenses for instructors to attend each class.

The DRE School is a four-week process with two weeks of lectures, one week of field certifications, and one week of final exams. The two-week lecture portion allows for a break between the two weeks. Two round trips of mileage are required. DRE School field certifications for DRE students will be held at a location to be determined, which will provide a proven, structured environment and is a well-established, cooperative area for field certifications.

For the **In-State Training/Conferences** (approximately 4): Sheriffs, Chiefs, Prosecutors, Judges Conferences, and Law Enforcement Trainings/Conferences/STORM: It is necessary to assist in the continuing education of these essential groups in order to ensure Mississippi's officers of the court are trained in the most current changes to the impaired driving curricula, the case law regarding impaired driving, and the most recent changes to the standardized field sobriety testing procedures.

An In-State **SFST Instructor School** to train new officers as SFST Instructors will require travel for all students along with Subject Matter Expert Instructors. Salaries will only be reimbursed for the Training Director, Training Coordinator(s), and Grant Administrator. Because law enforcement officers are promoted, retired, or moved into non-DUI areas of service, it is necessary to train new instructors. It is necessary to have a sufficient number of subject matter experts (SME) (Master Instructors) to make this training a success due to the difficulty of this course. Each student needs to have one-on-one coaching, assistance, guidance, and support from SMEs during this intense training. Mileage will be provided. Many of the SMEs are retired or no longer serve in an area allowing take-home vehicles and do not currently have access to department vehicles.

The DRE State Coordinator should attend the two annual Out-of-State **IACP DRE State Coordinators Meetings**.

Participation in **MOHS Meetings** requires mileage to those meeting locations.

In-State **DRE Continuing Education Class for IACP-Required CEUs**: IACP requires all DREs to attain at least 8 hours of continuing education annually. The DRE program here in Mississippi began offering this avenue for practitioners to easily obtain the 8 hours of CEUs. Continued funding for a one-day, 8 hour update course is requested for the State's DRE practitioners. This is essential for the continuance of the program because if DREs cannot attain the required CEUs, they cannot continue to be DREs. If they cannot continue, it will defeat the purpose of offering the DRE School in MS.

Out-of-State **IACP Impaired Driving Conference on Drugs, Alcohol, and Impaired Driving**: This has been funded every year. This continuing education conference allows DREs to achieve their 8 hours required continuing education hours. All DREs on the training team should attend as well as adjunct instructors.

Out-of-State **IACP DRE Course Manager Training:** The state is in dire need of DRE Course Managers. Currently, only one person is qualified to serve and they cannot devote the month to training. The state must send more people to become course managers.

FY26 Proposed Equipment:

Type of Equipment:	# Requested:	Cost Per Item (Quote Required):	Line Total:
Laptops	2	\$2,500	\$5,000
Total Equipment Expense:			\$5,000.00

Equipment Justification:

The laptops currently used by staff are over five years old as of this application date. The computers are performing poorly and need replacing before they stop working.

FY26 Proposed Commodities:

Type of Commodity Expenses:	Quantity	Cost Per Item (Quote Required):	Total of Expense:
<u>Office Supplies/Classroom/Instructor School Materials:</u> Adhesive/sticky Notes, Batteries, Binder clips, Binder Rings, Binders, Bubble Mailers, Business Cards, Calculator, Calculator Ink, Calculator Tape, Calendars, Card Stock, Cardboard Mailers, CD/DVDs, CD/DVD cases, Certificate Jackets, Certificates, Certificate Paper, Clips, Copy Paper, Letterhead, Letterhead envelopes, Day Planners, Dividers/tabs, Tape, Tape Dispenser, Duct Tape , Easels/Stand, Easel Pads/Flip Charts, Easel cases, Envelopes, Erasers, Extension Cord, Fasteners, Fax Cartridges, File Boxes, File Cart, Folder Pockets, Folders, Hanging Folders, Highlighters, Hole Punch, Index Cards, Index tabs, Labels, Latex Gloves, Letter Opener, Markers, Name Tags, Note Pads, Pen/Pencil Refills, Pencil Sharpener, Pencils, Pens, Permanent Markers, Poster Boards, Printer Cartridges, Printer Ink, Printer Toner, Projector Bulbs (for power point projectors), Punch-Hole Reinforcers, Push Pins, Re-Cert Cards, Report Covers, Rubber bands, Rulers/Yard Stick/Tape Measure, Scissors, Seals, Sheet Protectors, Document Sleeves, Staple Removers, Staplers , Staples, Tent Cards, Thumb Drives, Wall Calendars, White Out , Mouthpieces, Alcohol tests, Oral fluid tests, Saliva tests, Urine tests, Drug Screening kits, protective transportation cases for equipment, PPE supplies: masks/face shields, gloves, hand sanitizer, antibacterial wipes, thermometer, etc. = \$4,000.00			\$4,000.00
<u>PBTs Required for SFST and DRE Class</u> 2 PBTs for TRAINING PURPOSES ONLY @ \$490.00 each = \$980.00	2	\$490.00	\$980.00
<u>Mouthpieces for PBTs Required for SFST and DRE Class</u> for TRAINING PURPOSES ONLY 1,000 @ approximately \$0.28/each = \$280.00	1,000	\$0.27	\$270.00

<u>DRE Kits Required for DRE Class</u> 16 DRE Kits @ approx.. \$250.00/each = \$3,750.00	16	\$300.00	\$4,800.00
<u>Urine Screening Kits Required for DRE Class</u> Urine Testing kits for TRAINING PURPOSES ONLY: 50 tests x approximately \$4.50 per test = \$225.00	50	\$4.50	\$225.00
<u>Oral Fluid Screening Cartridges Required for DRE Class</u> Oral Fluid Testing Cartridges for TRAINING PURPOSES ONLY: 2 boxes of 25 cartridges @ \$685.00/box = \$1,370.00	2	\$685.00	\$1,370.00
Total of Commodity Expenses:			\$11,645.00

Commodity Justification:

As required, quotes are included for items outside standard office and classroom supplies. For quotes on any of those items, please see the quotes at www.pitneroffice.com

DRE Kits Required for DRE Class:

The DRE class cannot be conducted without these kits.

Each student in a DRE class is required to use a DRE kit to complete the course requirements. The approximate cost of each DRE kit is \$250.00. Each DRE kit contains:

- stethoscope
- blood-pressure cuff
- digital thermometer
- digital thermometer sheaths
- penlight
- stream light stylis UV LED penlight
- equipment bag

The DRE kits are used by DRE candidates during the two-week classroom portion to learn how to administer the DRE tests. DRE candidates practice testing each other in a controlled environment during the classroom portion of the course.

Following the two-week DRE classroom portion, the candidates then take their DRE kits to Florida to complete the Field Certification portion of the training. During the Field Certification portion of training, candidates must use the DRE kits to evaluate drug-impaired persons. These persons are often addicted to many substances and include high-risk drug users who prefer intravenous injection. Unfortunately, these persons are also normally at a very high risk of multiple health problems, including communicable diseases. Studies show that without proper sterilization, medical equipment may transfer communicable diseases at a rate similar to medical professionals treating multiple, contagious patients without washing their hands between patient exams.¹³ While the drug-impaired subjects give consent to be evaluated by the equipment in the DRE kit, it is not likely that law enforcement officers who are future DRE candidates will consent to utilize the equipment again in a classroom setting to test themselves and their fellow classmates after it has been exposed to field conditions.

There is no avenue available to DRE candidates or the staff of the impaired driving program to sterilize the equipment after it has been utilized to evaluate drug-impaired drivers. The cost of sterilization is quite high, and there is no guarantee that such sterilization would not damage the equipment. Also, in comparing the expense of

¹³ "Doctors' Stethoscopes Can Transmit Bacteria As Easily As Unwashed Hands," *Smithsonian.com* (<https://www.smithsonianmag.com/> : accessed for January 2018).

sterilization to the expense of purchasing new equipment, the cheaper of the two is to purchase new equipment. The health risk to future candidates in receiving the used equipment to practice on themselves and each other in the classroom setting of the DRE school is too great. Therefore, it is highly recommended that the DRE kits be given to each DRE candidate following the DRE school. The DRE kit is an essential classroom material and should be viewed simply as part of the student's classroom material packet (the same as manuals, handouts, pens, pencils, notebooks, etc). It should be utilized by the student following training the same as any other classroom material that they will take with them following the training.

Should the impaired driving program be required to maintain the equipment, storage space will be an issue. Further, new equipment for a DRE school in FY21 would need to be ordered due to the health risks of reusing medical equipment that has been exposed to an unknown risk of communicable diseases.

Urine Screening Kits Required for DRE Class: and Oral Fluid Screening Kits Required for DRE Class:
The DRE class cannot be conducted without screening test kits.

The DRE course trains officer to recognize impaired drivers who are under the influence of drugs besides – or in addition to – alcohol.

In Standardized Field Sobriety Testing, each student conducts field sobriety tests on volunteer subjects who are under the influence of alcohol. An instrument like a PBT or Intoxilizer is then used to accurately assess each volunteer subject's BrAC. The numeric information from the BrAC results is then used by students and instructors to evaluate students' assessments of the same test subjects to ensure that they were accurate in their assessments of the volunteers.

This allows the officers to analyze for themselves the practicality and reliability of the concepts they learn. The PBTs provided to staff for use in SFST classes are used only for training purposes and are never used in enforcement.

As is similar to the training process for Standardized Field Sobriety Testing, during field certifications, each DRE student administers a systematic and standardized 12-step evaluation on volunteers who are under the influence of at least one drug. Much like PBTs or Intoxilizers are used in SFST training, the urine screening tests and oral fluid screening tests allow the students and instructors to verify the students' findings in the training field. This verification is required in order to complete the DRE training. It is impossible to complete DRE training with no way to verify the correctness of the students' evaluations against such a drug screening.

These screening test kits are required for the class.

Portable Breath Tester (PBT):

These screening devices are required for impaired driving classes, and the classes cannot be conducted without these. They are for TRAINING PURPOSES ONLY as part of required class materials (not for enforcement).

“This evidential grade breath alcohol tester produces precise, accurate, and repeatable results on direct breath sample testing. It also offers a simple passive breath testing procedure for fast screening of multiple subjects, as well as the capacity to “sniff” alcohol in an open container by measuring the headspace over the liquid.”¹⁴

SOTOXA Oral Fluid Drug Screening Cartridges:

¹⁴ “Alco-Sensor FST,” *Intoximeters* (<https://www.intox.com/product/alco-sensor-fst/> : 26 February 2020).

This screening device is required for DRE class for testing oral fluid, and the class cannot be conducted without it. It is for TRAINING PURPOSES ONLY as part of required class materials for DRE course (not for enforcement).

“Abbott’s SoToxa™ Mobile Test System is a handheld analyzer that provides the optimal combination of speed, ease of use, reliability, and accuracy for drug testing at the roadside. The analyzer has been designed to meet the high performance demands of law enforcement. It can detect up to 6 drug classes within 5 minutes from a single oral fluid collection sample.”¹⁵

Quotes follow.

FY26 Proposed Indirect Costs:

List All Indirect Costs:	Amount of Indirect Costs:
\$262,146.09 (salary + fringe) X 15% = \$39,321.91	\$39,321.91
Total of Indirect Costs:	\$39,321.91

FY26 Match Amounts:

List All Match Items:	Amount of Match Amounts:
N/A	\$0.00
Total of Match Amounts:	\$0.00

The Audit for the City is at <https://www.oxfordms.net/documents/departments/cityclerk/2023-audit.pdf>

¹⁵ “SoToxa Mobile Test System,” *Intoximeters* (<https://www.intox.com/product/sotoxa-mobile-test-system/> : 26 February 2020).

Mississippi Office of Highway Safety

MOHS FY26 Application Submission

The application submitted to the MOHS is a request for funds. Funding is based on funds available to the MOHS through federal and state funds. Application requests received are not guaranteed and will be subject to be adjusted, as funding is available.

Each application will be reviewed by the MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. The proposed targets, performance measure and strategies are also reviewed for effectiveness and efficiency.

Applications received from continuation grant agencies will be reviewed by MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. Grants will also be funded based on the review of past grant performance of meeting targets and performance measures, expenditure of previous grant funds and information from program documentation and assessments.

The MOHS grant program is a data driven program and all applications must represent a need and the ability to help reach the State's target and performance measures to help reduce fatalities, crashes and injuries.

Submission of A-133 Financial Audit

All applicants for the FY26 MOHS Grant Application must submit a copy of the most recent A-133 financial audit from the requesting agency. If the A-133 financial audit is not included with the grant application, the application will not be considered for funding eligibility.

Incomplete Applications:

If all sections of this Application are not filled out, documentation provided and/or justifications provided, this Application will not be considered for review and/or approval. This includes missing signatures.

Agreement of Understanding and Compliance:

The Agreement of Understanding and Compliance documents will be attached within the FY26 Grant Agreement. The Applicant will be required to sign all compliance documents upon receipt of the finalized Grant Agreement between the State, MOHS and applicant. Certifications and assurances will be included in the Grant Agreement.



MEMO:

DATE: 04-10-25
TO: MAYOR TANNEHILL & BOARD OF ALDERMEN
CC: ASHLEY ATKINSON
FROM: ROB NEELY
RE: AGENDA ITEMS

I have the following agenda items for the Tuesday, April 15, 2025 Board Meeting.

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

Please find a description for each agenda item on the following page. If you have any questions, please feel free to contact me.

Thanks

Robert M. Neely III, P.E., C.P.E.
General Manager

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

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

WATER/SEWER ADJUSTMENTS | OXFORD UTILITIES

03/27/25 - 04/09/25

TO BE APPROVED: 04/15/25

ACCOUNT NUMBER	CUSTOMER NAME	ADDRESS	WATER ADJUSTMENT	SEWER ADJUSTMENT	ADJUSTMENT TYPE
201335-045230	LOU INVESTMENTS	1304 ELLIOTT DRIVE - BLDG S	-\$79.01	-\$98.18	INSIDE
210635-026750	KAYLA WELLS	2023 DUNDEE STREET	-\$22.01	-\$29.26	INSIDE
212547-015304	DON PRESLEY	210 SHELLEY COVE	-\$176.44	-\$234.58	INSIDE
000715-044532	KATHIRINA MCKINNEY	2950 S LAMAR BLVD APT. 6	-\$44.73	-\$59.47	INSIDE
208331-047918	TERESA RAQUEL WOODS	39 PRIVATE ROAD 3151 APT. 12	-\$8.88	-\$11.80	INSIDE
212476-003790	DEBRA WHEELER	413 COUNTRY CLUB ROAD	-\$9.94	-\$13.22	INSIDE
200389-013676	REX H BRUNT	424 S 5TH STREET	-\$38.34	-\$50.98	INSIDE
202976-048818	KYLON BIBBS	604 SADDLECREEK LOOP	-\$282.58	-\$375.71	INSIDE
208109-042298	JOE LIDDELL	101 TWINGATES DRIVE	-\$37.28	-\$99.12	OUTSIDE
212470-026330	D TREVOR YANT	110 GLEN EAGLE ROAD	-\$190.28	-\$505.98	OUTSIDE
209581-109403	WILLIAM F HAMILTON III	207 NORTHPOINTE BLVD	-\$119.80	-\$269.12	OUTSIDE
202557-122331	PAUL HESTER	3803 MAJESTIC OAKS DRIVE	-\$60.00	-\$159.54	OUTSIDE
224090-023412	TANEEAH N HILLIARD	4102 CEDARCREST DRIVE	-\$10.30	-\$27.38	OUTSIDE
226754-124581	TARUS HERVEY	62A COUNTY ROAD 269	-\$50.16	X	WT ONLY
000424-109037	JESSIE L MCTHUNE	724 J BARR ROAD	-\$38.34	X	WT ONLY
207963-107724	ROANE GRANTHAM	8 OAK PLACE	-\$258.44	X	WT ONLY
TOTAL:			-\$1,426.53	-\$1,934.34	

PROCLAMATION

City of Oxford, Mississippi

WHEREAS, every child deserves to grow up safe, supported, and nurtured in a loving environment; and

WHEREAS, child abuse and neglect are serious issues that affect our community and the well-being of our children; and

WHEREAS, the Exchange Club of Oxford and the North Mississippi Exchange Family Center, through the support of parent aide programs, parenting classes, educational programs and community service activities, is making significant progress in stopping this crime against families and children; and

WHEREAS, April is designated as National Child Abuse Prevention Month, a time for us to focus on raising awareness, promoting prevention, and supporting families;

NOW, THEREFORE, I, Mayor Robyn Tannehill, do hereby proclaim April as Child Abuse Prevention Month in Oxford, and call upon all citizens to recognize this month by joining together to promote the safety and well-being of all children and families, and to support efforts that prevent child abuse and neglect.

ADOPTED this ____ day of _____ by

_____ in _____



MEMORANDUM

To: Board of Aldermen
From: Kelli Briscoe
CC:
Date: April 15, 2025
Re: Authorize the approval of donations

The Oxford Animal Resource Center requests approval from the Mayor and Board of Aldermen to host “Hoppy Paws,” (Easter Bunny pictures for the public with dogs) at the pocket park next to City Hall on Friday, April 18, 2025 from 10:00am-12:00pm.

I recommend approval

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

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF OXFORD, MISSISSIPPI AUTHORIZING AND DIRECTING THE ISSUANCE OF THE CITY OF OXFORD, MISSISSIPPI GENERAL OBLIGATION BONDS (PUBLIC IMPROVEMENTS ISSUE), SERIES 2025 IN THE AGGREGATE PRINCIPAL AMOUNT OF FIVE MILLION DOLLARS (\$5,000,000) TO RAISE MONEY FOR THE PURPOSE OF FINANCING THE COST OF (A) ERECTING MUNICIPAL BUILDINGS AND REPAIRING, IMPROVING ADORNING AND EQUIPPING THE SAME INCLUDING ANY ADDITIONS THERETO, (B) CONSTRUCTING, INSTALLING AND EQUIPPING OUTDOOR RECREATIONAL SPORTS FACILITIES AND RELATED IMPROVEMENTS, AND (C) PROVIDING FOR SUCH OTHER COSTS AS ARE AUTHORIZED BY SECTIONS 21-33-301, MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED; PRESCRIBING THE FORM AND DETAILS OF SAID BONDS; PROVIDING CERTAIN COVENANTS OF SAID CITY IN CONNECTION WITH SAID BONDS; PROVIDING THE FORM OF AND AUTHORIZING THE PUBLICATION OF A NOTICE OF SALE OF SAID BONDS; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT IN CONNECTION WITH SAID BONDS; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen of the City of Oxford, Mississippi (the "Governing Body"), acting for and on behalf of the City of Oxford, Mississippi (the "City"), are authorized by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented (the "Act"), to issue general obligation bonds for the purposes set forth therein, including, but not limited to, (a) erecting municipal buildings and repairing, improving adorning and equipping the same including any additions thereto, (b) constructing, installing and equipping outdoor recreational facilities and related improvements, and (c) providing for such other costs as are authorized by Section 21-33-301 of the Act (the "Project"); and

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

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

WHEREAS, on October 17, 2023, the Governing Body adopted a resolution (the "Intent Resolution") declaring its intention to, among other things, issue and sell general obligation bonds of the City in a total aggregate principal amount not to exceed Fourteen Million Dollars (\$14,000,000) for the purpose of providing financing for the Project; and

WHEREAS, as required by the Intent Resolution and Section 21-33-307 of the Act, a Notice of Resolution of Intent (the "Notice of Intent") was published in *The Oxford Eagle*, a newspaper published in and having a general circulation in the City and qualified under the

provisions of Section 13-3-31, Mississippi Code of 1972, as amended and supplemented, on October 25 and November 1, 8 and 15, 2023, said publication being for at least three (3) consecutive weeks, with the first publication of the Notice of Intent being made not less than twenty-one (21) days prior to November 21, 2023, and the last publication being made not more than seven (7) days prior to such date; and

WHEREAS, as of the hour of 5:00 p.m. on November 21, 2023, no qualified elector of the City had filed a written protest or objection of any kind or character against the Project or the issuance of such general obligation bonds with the Clerk of the City (the "Clerk") or any member of the Governing Body; and

WHEREAS, on November 21, 2023, the Governing Body adopted a resolution (the "No Protest Resolution") finding and determining that the Notice of Intent was duly published as required by law and that no written protest or other objection of any kind or character against the issuance of such general obligation bonds was filed by qualified electors of the City; and

WHEREAS, pursuant to the No Protest Resolution, the Governing Body authorized and approved the issuance of such general obligation bonds of the City, in one or more taxable or tax-exempt series, in an amount not to exceed Fourteen Million and No/100ths Dollars (\$14,000,000), to raise money for the Project, all in accordance with the Act; and

WHEREAS, the Governing Body is authorized and empowered by the provisions of the Act to issue such general obligation bonds of the City without an election on the question thereof and is authorized to issue such general obligation bonds registered as to principal and interest in the form and manner provided for by the Act and Sections 31-21-1 through 31-21-7, Mississippi Code of 1972, as amended and supplemented; and

WHEREAS, on December 21, 2023, the Governing Body, acting for and on behalf of the City, issued the \$9,000,000 City of Oxford, Mississippi General Obligation Bonds (Public Improvements Issue), Series 2023 for the purpose of financing a portion of the Project; and

WHEREAS, the Governing Body has determined that it is in the best interest of the City at this time to issue the City of Oxford, Mississippi General Obligation Bonds (Public Improvements Issue), Series 2025 in the aggregate principal amount of Five Million Dollars (\$5,000,000) (the "Series 2025 Bonds"), for the purpose of providing financing for the Project; and

WHEREAS, the issuance of the Series 2025 Bonds does not exceed any statutory or constitutional limitation; and

WHEREAS, there are no other available funds on hand or from regular sources of income for such purposes; and

WHEREAS, there have been prepared and submitted to this meeting the following documents:

(a) a Notice of Bond Sale (the "Notice of Sale") providing for the sale of the Series 2025 Bonds,

(b) an Official Bid Form (the "Official Bid Form") in connection with the sale of the Series 2025 Bonds, and

(c) a preliminary official statement (the "Preliminary Official Statement") describing the Series 2025 Bonds, the sale of the Series 2025 Bonds, the City, the Project and other related matters,

(d) a continuing disclosure certificate (the "Continuing Disclosure Certificate") providing for continuing disclosure by the City in connection with the Series 2025 Bonds; and

WHEREAS, it appears that each of such documents, which are now before the Governing Body, is in appropriate form and is an appropriate document for the purposes identified; and

WHEREAS, it is necessary and advisable and in the best interest of the City for the Governing Body, acting for and on behalf of the City, to issue the Series 2025 Bonds as hereinafter provided.

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

SECTION 1. Each and all of the facts and findings set forth in the premises clauses of this resolution are hereby found and determined to be true and accurate and are incorporated herein by this reference thereto as though set forth again in words and figures.

SECTION 2. The Governing Body does hereby authorize and direct the sale and issuance of Five Million Dollars (\$5,000,000) aggregate principal amount General Obligation Bonds (Public Improvements Issue), Series 2025 pursuant to the Act to raise money for the purpose of providing financing for the Project and to pay the costs incident to the sale and issuance of the Series 2025 Bonds.

SECTION 3. The Series 2025 Bonds will be general obligations of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City. For the purposes of effectuating and providing for the payment of the principal of and interest on the Series 2025 Bonds, as the same shall respectively mature and accrue, there shall be levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Series 2025 Bonds; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the bond fund established for the Series 2025 Bonds, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Series 2025 Bonds 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 shall be irrevocably pledged for the payment

of the principal of and interest on the Series 2025 Bonds as the same shall respectively mature and accrue.

SECTION 4. (a) The Series 2025 Bonds shall be registered as to both principal and interest; shall be dated the date of delivery thereof, shall be issued in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity; shall be numbered from one upward in the order of issuance; shall bear interest from the date thereof at a rate or rates of interest not to exceed eleven percent (11%) per annum, computed on the basis of a three hundred sixty (360) day year of twelve (12), thirty (30) day months and payable semiannually on May 1 and November 1 of each year, commencing May 1, 2026; and shall mature and become due and payable, with option of prior payment, on May 1 in the years and principal amounts as follows:

Year	Principal Amount
2026	\$170,000
2027	175,000
2028	180,000
2029	190,000
2030	195,000
2031	205,000
2032	210,000
2033	220,000
2034	230,000
2035	240,000
2036	250,000
2037	260,000
2038	270,000
2039	280,000
2040	290,000
2041	300,000
2042	315,000
2043	325,000
2044	340,000
2045	355,000

(b) The Series 2025 Bonds maturing May 1, 2036 and thereafter will be subject to redemption prior to their respective maturities, at the option of the City, on and after May 1, 2035, either in whole or in part on any date, as selected by the City among maturities, and by lot within each maturity, at the principal amount thereof, together with accrued interest to the date fixed for redemption and without premium.

Notice of each such redemption, which may be conditional, shall be mailed, postage prepaid, not less than thirty (30) days prior to the redemption date, to all registered owners of the Series 2025 Bonds to be redeemed at their addresses as they appear on the registration books of the City kept by a bank or trust company located within or without the State to serve as paying

agent, transfer agent and registrar of the Series 2025 Bonds to be designated by subsequent resolution of the Governing Body (the "Paying and Transfer Agent").

On the date designated for redemption, notice having been mailed to the registered owners of the Series 2025 Bonds to be redeemed as provided in the second paragraph of this subparagraph (b), and monies sufficient for the payment of the redemption price of said Series 2025 Bonds being held by the Paying and Transfer Agent or an escrow agent, the Series 2025 Bonds so called for redemption shall become due and payable at the redemption price provided for the redemption of such Series 2025 Bonds on such date, interest on such Series 2025 Bonds shall cease to accrue, such Series 2025 Bonds shall cease to be entitled to any lien, benefit or security under this resolution and shall no longer be deemed to be outstanding hereunder, and the registered owners shall have no rights in respect thereof except to receive payment of the redemption price thereof (including interest accrued to such redemption date) from the funds held for that purpose.

SECTION 5. (a) Notwithstanding anything to the contrary in this resolution, so long as the Series 2025 Bonds are being held under a book-entry system, transfers of beneficial ownership of the Series 2025 Bonds will be affected pursuant to rules and procedures established by the Securities Depository. For the purposes of this resolution, "Securities Depository" shall mean a recognized securities depository (or its successor or substitute) selected by the City to act as the securities depository maintaining a book-entry transfer system for the Series 2025 Bonds.

(b) As long as a book-entry system is in effect for the Series 2025 Bonds, the Securities Depository Nominee will be recognized as the registered owner of the Series 2025 Bonds for the purposes of (1) paying the principal of or interest on such Series 2025 Bonds, (2) giving any notice permitted or required to be given to registered owners under this resolution, (3) registering the transfer of such Series 2025 Bonds, and (4) requesting any consent or other action to be taken by the registered owners of such Series 2025 Bonds, and for all other purposes whatsoever, and neither the City nor the Paying and Transfer Agent shall be affected by any notice to the contrary. For the purposes of this resolution, "Securities Depository Nominee" shall mean, with respect to the Series 2025 Bonds and as to any Securities Depository, such Securities Depository or the nominee of such Securities Depository in whose name the Series 2025 Bonds shall be registered on the registration books of the City maintained by the Paying and Transfer Agent during the time such Series 2025 Bonds are held under a book-entry system through such Securities Depository.

(c) Neither the City nor the Paying and Transfer Agent shall have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in any Series 2025 Bonds which are registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as registered owner of such Series 2025 Bonds.

(d) The Paying and Transfer Agent shall pay all principal of and interest on the Series 2025 Bonds issued under a book-entry system, only to the Securities Depository, or the Securities Depository Nominee, as the case may be, for such Series 2025 Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal of and interest on such Series 2025 Bonds.

(e) In the event that the City determines that it is in the best interest of the City to discontinue the book-entry system of transfer for the Series 2025 Bonds, or that the interests of the beneficial owners of the Series 2025 Bonds may be adversely affected if the book-entry system is

continued, then the City shall notify the Securities Depository and the Paying and Transfer Agent of such determination. In such event, the City shall execute and the Paying and Transfer Agent shall, pursuant to subsequent resolution of the City, authenticate, register and deliver physical certificates for the Series 2025 Bonds in exchange for the Series 2025 Bonds registered in the name of the Securities Depository Nominee. Such certificates shall be in fully registered form and transferable only upon the registration books of the City maintained by the Paying and Transfer Agent, by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Paying and Transfer Agent, duly executed by the registered owner or his duly authorized attorney in accordance with this resolution.

(f) In the event that the Securities Depository for the Series 2025 Bonds discontinues providing its services, the City shall either engage the services of another Securities Depository or deliver physical certificates in the manner described in subparagraph (e) above.

(g) In connection with any notice or other communication to be provided to the registered owners of the Series 2025 Bonds by the City or by the Paying and Transfer Agent with respect to any consent or other action to be taken by the registered owners, the City or the Paying and Transfer Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

(h) The Series 2025 Bonds shall be issued initially under the book-entry system maintained by The Depository Trust Company, New York, New York ("DTC"), and shall be registered in the name of Cede & Co., as the initial Securities Depository Nominee for the Series 2025 Bonds. As long as the Series 2025 Bonds are maintained by DTC under its book-entry system, all payments with respect to the principal of and interest on the Series 2025 Bonds and notices shall be made and given, respectively, to DTC.

(i) As long as the book-entry-only system is used for the Series 2025 Bonds, any notice of redemption or any other notices required to be given to registered owners will be given only to DTC. Any failure of DTC to advise any DTC participant ("DTC Participant"), or of any DTC Participant to notify any indirect participant ("Indirect Participant"), or of any DTC Participant or Indirect Participant to notify any purchaser of a beneficial ownership interest in the Series 2025 Bonds ("Beneficial Owner"), of any such notice and its content or effect will not affect the validity of the redemption of the Series 2025 Bonds called for redemption or of any other action premised on such notice. Conveyance of notices and other communications by DTC to DTC Participants, by DTC Participants to Indirect Participants and by DTC Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory and regulatory requirements as may be in effect from time to time. Beneficial Owners may desire to make arrangements with a DTC Participant or Indirect Participant so that all notices of redemption or other communications to DTC which affect such Beneficial Owners will be forwarded in writing by such DTC Participant or Indirect Participant.

SECTION 6. Subject to the provisions of Section 5 hereof, principal of the Series 2025 Bonds shall be payable in lawful money of the United States of America upon presentation and surrender thereof as the same shall become due at the corporate trust office of the Paying and Transfer Agent (the "Principal Office") and interest will be payable by check or draft drawn upon the Paying and Transfer Agent, made payable to the registered owner named in, and mailed to the

address of the registered owner as it shall appear on the registration books of the City for the Series 2025 Bonds as of the close of business on the date which shall be the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding each interest payment date, which registration books shall be held by the Paying and Transfer Agent.

SECTION 7. Pursuant to the authority granted by the Act and the Registered Bond Act, being Section 31-21-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented (the "Registered Bond Act"), the Series 2025 Bonds shall be executed by the manual or facsimile signature of the Mayor of the City (the "Mayor") and the official seal of the City shall be affixed or lithographed or otherwise reproduced thereon, attested by the Clerk, and the Series 2025 Bonds shall be authenticated by the Paying and Transfer Agent. The Paying and Transfer Agent shall authenticate each Series 2025 Bond by executing the Paying and Transfer Agent's Certificate thereon and no Series 2025 Bond shall be valid or become obligatory for any purpose until such certificate shall have been duly executed by the Paying and Transfer Agent. Such certificate, when duly executed on behalf of the City, shall be conclusive evidence that the Series 2025 Bond so authenticated has been duly authenticated and delivered. The validation certificate, for which provision is hereinafter made, to appear on each Bond, shall be executed by the Clerk, and the said certificate may be executed by the manual or facsimile signature of the Clerk. The Series 2025 Bonds shall be delivered to the purchaser of the Series 2025 Bonds (the "Purchaser") upon payment of the purchase price therefore in accordance with the terms and conditions of their sale and award, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, sale, issuance and validation of the Series 2025 Bonds, and the final, unqualified approving opinion of Butler Snow LLP, Ridgeland, Mississippi ("Bond Counsel"). Prior to or simultaneously with the delivery by the Paying and Transfer Agent of any of the Series 2025 Bonds, the City shall file with the Paying and Transfer Agent: (a) a copy, certified by the Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, sale, issuance and validation of the Series 2025 Bonds; and (b) an authorization to the Paying and Transfer Agent, signed by the Mayor, to authenticate and deliver the Series 2025 Bonds to the Purchaser. At delivery, the Paying and Transfer Agent shall authenticate the Series 2025 Bonds and deliver them to the Purchaser upon payment of the purchase price of the Series 2025 Bonds to the City.

If the Series 2025 Bonds are no longer being held under a book-entry system as provided in Section 5 hereof, certificates, blank as to denomination, rate of interest, date of maturity and CUSIP number and sufficient in quantity in the judgment of the City to meet the reasonable transfer and reissuance needs on the Series 2025 Bonds, shall be printed and delivered to the Paying and Transfer Agent, and held by the Paying and Transfer Agent until needed for transfer or reissuance, whereupon the Paying and Transfer Agent shall imprint the appropriate information as to denomination, rate of interest, date of maturity and CUSIP number prior to the registration, authentication and delivery thereof to the transferee holder. The Paying and Transfer Agent is hereby authorized upon the approval of the Governing Body to have printed from time to time as necessary additional certificates bearing the facsimile seal of the City and facsimile signatures of the persons who were the officials of the Governing Body as of the date of original issue of the Series 2025 Bonds. When the Series 2025 Bonds shall have been validated and executed as herein provided, they shall be registered as an obligation of the City in a book maintained for that purpose, and the Clerk shall cause to be imprinted upon each of the Series 2025 Bonds, over her manual or facsimile signature and manual or facsimile seal, her certificate in substantially the form set out in Section 8.

SECTION 8. The Series 2025 Bonds, the certificates to appear thereon and the Paying and Transfer Agent's Certificate shall be in substantially the following forms:

[FORM OF SERIES 2025 BOND]

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

Number R-_____

\$_____

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

**CITY OF OXFORD, MISSISSIPPI
GENERAL OBLIGATION BOND
(PUBLIC IMPROVEMENTS ISSUE),
SERIES 2025**

Interest Rate

Maturity Date

Dated Date

CUSIP

%

May 1, 20__

_____, 2025

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM:

THE CITY OF OXFORD, MISSISSIPPI (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi (the "State"), hereby acknowledges itself indebted and for value received hereby promises to pay to the registered owner named above or registered assigns, on the maturity date stated above, upon presentation and surrender of this Bond at the corporate trust office of _____ in _____, _____ (such bank and any successor thereto hereinafter called collectively, the "Paying and Transfer Agent"), the principal sum stated hereon in lawful money of the United States of America, and to pay to the registered owner hereof or registered assigns interest on such principal sum, in like money, from the dated date of this Bond until the maturity date thereof (or earlier redemption date), at the interest rate per annum stated hereon, payable on the first day of May and November of each year, commencing May 1, 2026, by check or draft drawn upon the Paying and Transfer Agent, made payable to the registered owner named in, and mailed to the address of the registered owner as it shall appear on the registration books held by the Paying and Transfer Agent as of the close of business on the

date which shall be the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding each interest payment date. Interest on this Bond will be computed on the basis of a 360-day year consisting of twelve (12) thirty (30) day months.

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

This Bond is one of an authorized issue of General Obligation Bonds (Public Improvements Issue), Series 2025 (the "Bonds") of like date, tenor and effect, except as to rate of interest and date of maturity, issued by the City pursuant to and in conformity with the Constitution and laws of the State, including, among others, Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented (the "Act"), and pursuant to resolutions duly adopted by the Mayor and Board of Aldermen of the City on October 17, 2023, November 21, 2023, April 15, 2025 and May 20, 2025 (collectively, the "Resolution"), to raise money for the purpose of (a) financing the cost of erecting municipal buildings and repairing, improving adorning and equipping the same including any additions thereto, constructing, installing and equipping outdoor recreational sports facilities and related improvements, and providing for such other costs as are authorized by Section 21-33-301 of the Act, and (b) paying the costs incident to the sale and issuance of the Bonds, all in accordance with the Act. Reference is hereby made to the Resolution, copies of which are on file at the office of the Paying and Transfer Agent in _____, _____ (the "Principal Office") and at the Office of the City Clerk in Oxford, Mississippi, to all of the provisions of which the registered owner hereof assents by acceptance of this Bond.

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

The Bonds maturing May 1, 2036 and thereafter will be subject to redemption prior to their respective maturities, at the option of the City, on and after May 1, 2035, either in whole or in part on any date, as selected by the City among maturities, and by lot within each maturity, at the

principal amount thereof, together with accrued interest to the date fixed for redemption and without premium.

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

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

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

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

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

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

(SEAL)

CITY OF OXFORD, MISSISSIPPI

By _____
Mayor

ATTEST

City Clerk

PAYING AND TRANSFER AGENT'S CERTIFICATE

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

_____, **as Paying
and Transfer Agent**

By _____
Authorized Signature

Date of Registration and Authentication: _____

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPI)
) ss:
COUNTY OF LAFAYETTE)

I, Ashley Atkinson, City Clerk of the City of Oxford, Mississippi, do hereby certify that the issuance of the Bonds of which the within Bond is one has been duly registered by me as an obligation of said City pursuant to law in a book kept by said City for that purpose and has been validated and confirmed by decree of the Chancery Court of Lafayette County, Mississippi, rendered on the ____ day of _____, 2025 pursuant to the Act.

City Clerk

ASSIGNMENT

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

(Name and Address of Assignee)

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

Signature guaranteed:

(Bank, Trust Company or Paying Agent)

(Authorized Officer)

Date of Assignment: _____

Insert Social Security Number or other Tax
Identification Number of Assignee

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

[END OF FORM OF SERIES 2025 BOND]

SECTION 9. The Governing Body hereby adopts, pursuant to the authority granted by the Act and the Registered Bond Act, the following conditions (the "Conditions") which are to apply to the transfer, exchange and replacement of the Series 2025 Bonds, and other similar matters.

CONDITIONS AS TO THE ISSUANCE, TRANSFER, EXCHANGE AND REPLACEMENT OF THE SERIES 2025 BONDS

"Paying and Transfer Agent" as used in these Conditions means, as to Series 2025 Bonds designated herein, the bank or banks designated by action of the Governing Body as the Paying and Transfer Agent with respect to the Series 2025 Bonds and whose duties and responsibilities shall be as further limited or set forth in the form of Series 2025 Bonds for such issue of Series 2025 Bonds.

The terms and provisions of this Section shall be subject to the terms and provisions of Section 5 hereof.

The principal of all Series 2025 Bonds shall be payable at the Principal Office of the Paying and Transfer Agent, and payment of the interest on each Series 2025 Bond shall be made by the Paying and Transfer Agent on each interest payment

date to the person appearing on the registration books of the City (hereinafter provided for) as the registered owner thereof as of the close of business on the date which shall be the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding such interest payment date, by check or draft mailed to such registered owner at his address as it appears on such registration books. Payment of the principal of all Series 2025 Bonds shall be made upon the presentation and surrender for cancellation of such Series 2025 Bonds as the same shall become due and payable.

Series 2025 Bonds, upon surrender thereof at said Principal Office of the Paying and Transfer Agent with a written instrument of transfer satisfactory to such Paying and Transfer Agent duly executed by the registered owner or his authorized attorney, may be exchanged for Series 2025 Bonds of like series, maturity and interest rate of any other authorized denominations. Each such Series 2025 Bond shall be dated as of the date six (6) months preceding the interest payment date thereon next following the date of delivery of such Series 2025 Bond in registered form, unless such date of delivery shall be an interest payment date in which case it shall be dated as of such date of delivery, and every such Series 2025 Bond in registered form shall bear interest from its date.

So long as the Series 2025 Bonds shall remain outstanding, the City shall cause the Paying and Transfer Agent to maintain and keep, at its Principal Office, registration books for the registration and transfer of Series 2025 Bonds, and, upon presentation thereof for such purpose at such Principal Office, the City shall cause the Paying and Transfer Agent to register or cause to be registered thereon, and permit to be transferred thereon, under such reasonable regulations as the Paying and Transfer Agent may prescribe, any Bond. So long as any of the Series 2025 Bonds remain outstanding, the City shall make all necessary provisions to permit the exchange of Series 2025 Bonds at the Principal Office of the Paying and Transfer Agent.

All Series 2025 Bonds shall be transferable only upon the registration books which shall be kept for that purpose at the Principal Office of the Paying and Transfer Agent for the City, by the registered owner thereof in person or his authorized attorney, upon surrender thereof, together with a written instrument of transfer satisfactory to the Paying and Transfer Agent, duly executed by the registered owner or his authorized attorney, and upon such transfer there shall be issued in the name of the transferee a new Series 2025 Bond or Series 2025 Bonds in registered form of the same series in the same aggregate principal amount and of like maturity and interest rate as the Series 2025 Bond or Series 2025 Bonds surrendered. Series 2025 Bonds issued in connection with transfers shall be dated in the same manner provided above for the dating of Series 2025 Bonds issued in connection with exchanges.

Neither the City nor the Paying and Transfer Agent shall be required (a) to exchange or transfer Series 2025 Bonds for a period of fifteen (15) days next preceding an interest payment date on the Series 2025 Bonds or next preceding any selection of Series 2025 Bonds to be redeemed or thereafter until the first mailing of any notice of redemption, or (b) to transfer or exchange any Series 2025 Bond called for redemption.

All Series 2025 Bonds surrendered in any exchanges or transfers shall forthwith be canceled by the Paying and Transfer Agent and thereafter transmitted to the City.

Prior to the issuance or delivery of any Bond, whether upon original issuance, transfer, exchange or replacement, the Paying and Transfer Agent shall manually execute the certificate of authentication provided thereon. No Series 2025 Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Paying and Transfer Agent. Such certificate of the Paying and Transfer Agent upon any Series 2025 Bond executed on behalf of the City shall be conclusive evidence that the Series 2025 Bond so authenticated has been duly authenticated and delivered.

Series 2025 Bonds bearing the facsimile signature of any person who shall have been the Mayor or Clerk at the time such Series 2025 Bonds were originally dated or delivered by the City shall bind the City notwithstanding the fact that he or she may have ceased to be such officer prior to the delivery of such Series 2025 Bonds or was not such officer at the date of such Series 2025 Bonds.

Except as otherwise required by law, if (a) any mutilated Series 2025 Bond is surrendered to the Paying and Transfer Agent at its Principal Office, or the Paying and Transfer Agent receives evidence to its satisfaction of the destruction, loss or theft of any Series 2025 Bond and (b) there is delivered to the Paying and Transfer Agent such security or indemnity as may be required by it to save harmless the City and the Paying and Transfer Agent, and as otherwise required by law, then, in the absence of notice to the Paying and Transfer Agent that such Series 2025 Bond has been acquired by a bona fide purchaser as such term is defined in the Uniform Commercial Code as it is then in effect in the State of Mississippi, the Paying and Transfer Agent shall authenticate and deliver, in exchange for any such mutilated Bond, or in lieu of any such destroyed, lost or stolen Bond, a new Series 2025 Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The Paying and Transfer Agent shall thereupon cancel any Series 2025 Bond so surrendered.

In case any mutilated, destroyed, lost or stolen Series 2025 Bond has become or is about to become due and payable, the Paying and Transfer Agent in its discretion may, instead of issuing a new Bond, pay such Bond.

Each new Series 2025 Bond issued pursuant to this Section in lieu of any surrendered, destroyed, lost or stolen Series 2025 Bond shall constitute an additional contractual obligation of the City and shall be entitled to all benefits equally and proportionately with any and all other Series 2025 Bonds duly issued. All Series 2025 Bonds shall be held and owed upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Series 2025 Bonds, and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Series 2025 Bonds or securities.

Notwithstanding the foregoing provisions of these Conditions, no Series 2025 Bonds shall be exchanged for other Series 2025 Bonds or be registered or

transferred or issued or delivered by or on behalf of the City or the Paying and Transfer Agent pursuant to this Section at the request of a holder or owner of a Bond, except upon payment to such Paying and Transfer Agent by or on behalf of such holder or owner of a charge sufficient to reimburse the City and such Paying and Transfer Agent for any tax, fee, or other governmental charge required to be paid with respect to the transaction.

The City and the Paying and Transfer Agent may treat and consider the person in whose name any Series 2025 Bond shall be registered upon the registration books as herein provided as the holder and absolute owner thereof, whether such Series 2025 Bond shall be overdue or not, for the purpose of receiving payment of the principal thereof and interest thereon and for all other purposes whatsoever; provided, however, payment of, or on account of, the principal of and interest on such Series 2025 Bond shall be made only to, or upon the order of, such registered owner, and such payment so made shall be valid and effective to satisfy and discharge the liability upon such Series 2025 Bond to the extent of the sum or sums so paid, and neither the City nor any Paying and Transfer Agent shall be affected by any notice to the contrary.

SECTION 10. (a) So long as any of the Series 2025 Bonds shall remain outstanding, the City shall maintain with the Paying and Transfer Agent records for the registration and transfer of the Series 2025 Bonds. The Paying and Transfer Agent is hereby appointed registrar for the Series 2025 Bonds, in which capacity the Paying and Transfer Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, any Series 2025 Bond entitled to registration or transfer.

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

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

(ii) Upon receiving notice of the resignation of the Paying and Transfer Agent, the City shall promptly appoint a successor Paying and Transfer Agent by resolution of the Governing Body. Any appointment of a successor Paying and Transfer Agent shall become effective upon acceptance of appointment by the successor Paying and Transfer

Agent. If no successor Paying and Transfer Agent shall have been so appointed and have accepted appointment within thirty (30) days after the notice of resignation, the resigning Paying and Transfer Agent may petition any court of competent jurisdiction for the appointment of a successor Paying and Transfer Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor Paying and Transfer Agent.

(iii) In the event of a change of Paying and Transfer Agents, the predecessor Paying and Transfer Agent shall cease to be custodian of any funds held pursuant to this resolution in connection with its role as such Paying and Transfer Agent, and the successor Paying and Transfer Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Paying and Transfer Agent shall be fully paid. Every predecessor Paying and Transfer Agent shall deliver to its successor Paying and Transfer Agent all books of account, registration records, lists of holders of the Series 2025 Bonds and all other records, documents and instruments relating to its duties as such Paying and Transfer Agent.

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

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

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

(vii) The City will provide any successor Paying and Transfer Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the Series 2025 Bonds.

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

(d) Any corporation or association into which a Paying and Transfer Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become

successor Paying and Transfer Agent hereunder and vested with all the powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either the City or the successor Paying and Transfer Agent, anything herein to the contrary notwithstanding, provided only that such successor Paying and Transfer Agent shall be satisfactory to the City and eligible under the provisions of Section 10(c)(iv) hereof.

SECTION 11. If (a) the City shall pay or cause to be paid to the owners of the Series 2025 Bonds the principal of, and interest to become due thereon at the times and in the manner stipulated therein and herein, (b) all fees and expenses of the Paying and Transfer Agent shall have been paid, and (c) the City shall have kept, performed and observed all and singular the covenants and promises in the Series 2025 Bonds and in this resolution expressed as to be kept, performed and observed by it or on its part, then the Series 2025 Bonds shall cease to be entitled to any lien, benefit or security under this resolution and shall no longer be deemed to be outstanding hereunder. If the City shall pay or cause to be paid to the owners of outstanding Series 2025 Bonds of a particular maturity, the principal of, and interest to become due thereon at the times and in the manner stipulated therein and herein, such Series 2025 Bonds shall cease to be entitled to any lien, benefit or security under this resolution and shall no longer be deemed to be outstanding hereunder.

All Series 2025 Bonds for the payment or redemption of which sufficient monies, or, to the extent permitted by the laws of the State, (a) direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America ("Government Obligations"), or (b) certificates of deposit or other securities fully secured by Government Obligations, or (c) evidences of ownership of proportionate interests in future interest or principal payments on Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the Government Obligations and which Government Obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated, or (d) municipal obligations, the payment of the principal of, interest and premium, if any, on which are irrevocably secured by Government Obligations and which Government Obligations are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and have been deposited in an escrow account which is irrevocably pledged to the payment of the principal of and interest and, premium, if any, on such municipal obligations (all of which collectively, with Government Obligations, are hereinafter called "Defeasance Securities"), shall have been deposited with an escrow agent appointed for such purpose, which may be the Paying and Transfer Agent, (whether upon or prior to the maturity or the redemption date of such Series 2025 Bonds) shall be deemed to have been paid within the meaning of this Section, shall cease to be entitled to any lien, benefit or security under this resolution and shall no longer be deemed to be outstanding hereunder, and the registered owners shall have no rights in respect thereof except to receive payment of principal of, premium, if any, and interest on such Series 2025 Bonds from the funds held for that purpose; provided, however, that if such Series 2025 Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given as provided herein or arrangements shall have been made for the giving thereof. Defeasance Securities will be considered sufficient if said investments, with interest, mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due on the Series 2025 Bonds. For the purpose of this Section, Defeasance Securities shall mean and include only (a) such Defeasance Securities which

shall not be subject to redemption prior to their maturity other than at the option of the holder thereof or (b) Defeasance Securities which, if subject to redemption shall, nevertheless, in all events, regardless of when redeemed, provide sufficient and timely funds for payment of the principal of, premium, if any, and interest on the Series 2025 Bonds to be paid thereby.

SECTION 12. As authorized by the Act, the Series 2025 Bonds herein authorized to be issued shall be submitted to validation in the Chancery Court of Lafayette County, Mississippi, in the manner and with the force and effect provided by Section 31-13-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented. Bond Counsel and the Clerk are hereby authorized and directed to prepare a certified transcript of the proceedings of the Governing Body in connection with the issuance and sale of the Series 2025 Bonds for review by the State's Bond Attorney.

SECTION 13. (a) In the event the Purchaser shall fail to designate the names, addresses and social security or tax identification numbers of the registered owners of the Series 2025 Bonds within thirty (30) days of the date of sale, or at such other later date as may be designated by the City, one Series 2025 Bond registered in the name of the Purchaser may be issued in the full amount for each maturity. Ownership of the Series 2025 Bonds shall be in the Purchaser until the initial registered owner has made timely payment and, upon request of the Purchaser within a reasonable time of the initial delivery of the Series 2025 Bonds, the Paying and Transfer Agent shall re-register any such Series 2025 Bond upon its records in the name of the registered owner to be designated by the Purchaser in the event timely payment has not been made by the initial registered owner.

(b) Except as hereinabove provided, the person in whose name any Series 2025 Bond shall be registered in the records of the City kept and maintained by the Paying and Transfer Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on any Series 2025 Bond shall be made only to or upon the order of the registered owner thereof, or his legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2025 Bond to the extent of the sum or sums so paid.

SECTION 14. (a) The City shall maintain with a qualified depository thereof a special fund, hereby created, in the name of the City designated the "2025 Public Improvements Bond Fund" (the "Bond Fund") in its name for the payment of the principal of and interest on the Series 2025 Bonds and the payment of the Paying and Transfer Agents' fees in connection therewith. There shall be deposited into the Bond Fund as and when received:

- (i) the accrued interest, if any, received upon delivery of the Series 2025 Bonds;
- (ii) the avails of any of the ad valorem taxes levied and collected pursuant to Section 3 hereof;
- (iii) any income received from investment of monies in the Bond Fund; and
- (iv) any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Series 2025 Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the Bond Fund.

(b) As long as any principal of and interest on the Series 2025 Bonds remains outstanding, the Clerk is hereby irrevocably authorized and directed to withdraw from the Bond Fund sufficient monies to make the payments herein provided for and to transfer same to the account of the Paying and Transfer Agent in time to reach said Paying and Transfer Agent at least five (5) days prior to the date on which said interest or principal and interest shall become due.

SECTION 15. (a) The principal proceeds along with any premium received upon the sale of the Series 2025 Bonds shall be deposited with a qualified depository of the City in a special fund, hereby created, in the name of the City designated the "2025 Public Improvements Construction Fund" from which there shall first be paid all expenses, premiums, fees and commissions incurred in connection with the authorization, issuance, sale, validation and delivery of the Series 2025 Bonds, including, but not limited to, the fees and expenses of Bond Counsel, the fees and expenses of counsel to the City, the fees and expenses of the Municipal Advisor (as hereinafter defined) and the fees and expenses of the Paying and Transfer Agent.

(b) The balance of such proceeds shall be used (1) for the Project; (2) to pay engineering, fiscal, trustee, printing, accounting, financial advisory, construction manager, feasibility consultant, legal fees and expenses, and development expenses incurred in connection with the Project and the issuance of the Series 2025 Bonds; and (3) to pay the costs related to any suits and proceedings in connection with the Project, including any costs of settlement thereof.

SECTION 16. It is specifically provided, notwithstanding the dates set out in this resolution for the date of the Series 2025 Bonds and the payment dates for principal and interest, that in the event the delivery of the Series 2025 Bonds is delayed by a contest of the validation of the Series 2025 Bonds or otherwise and the Purchaser shall decline to take delivery of the Series 2025 Bonds, then the Series 2025 Bonds may be reoffered for sale. In such event, all principal maturities may be adjusted so that such maturities will fall due in the same amounts and intervals as herein provided, but beginning one (1) year from the actual date of the Series 2025 Bonds as provided by the subsequent resolution directing the offer for sale thereof and continuing through the twentieth (20th) year from such actual date of the Series 2025 Bonds. The interest payments may also be adjusted accordingly, with interest payments due semiannually, commencing twelve (12) months from such actual date of the Series 2025 Bonds. If closing of the Series 2025 Bonds is delayed, the City may change the designation of the series of the Series 2025 Bonds without further action of the Governing Body. After the validation of the Series 2025 Bonds, no amendment, revision or supplement contemplated by this Section 16 shall be cause for the resubmission of the proceedings for the issuance of the Series 2025 Bonds, as amended, revised or supplemented, to any further validation proceedings, it being the intent of this resolution that any such amendments, revisions or supplements be covered by the initial validation proceeding.

SECTION 17. (a) The City covenants and certifies to and for the benefit of the Purchaser and subsequent holders of the Series 2025 Bonds that it will neither take any action nor omit to take any action nor make any investment or use of the proceeds from the issue and sale of the Series 2025 Bonds, including amounts treated as proceeds, if any, which will cause the Series 2025 Bonds to be classified as arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended and supplemented (the "Code"), and the regulations thereunder as such may be applicable to the Series 2025 Bonds at the time of such action, investment or use. In addition, the City further covenants to maintain the excludability of interest on the Series 2025 Bonds from gross income for federal income tax purposes under the Code, and in furtherance thereof, to comply with the covenants concerning arbitrage rebate contained in a

certificate of the City to be executed and delivered concurrently with the issuance and delivery of the Series 2025 Bonds, or such other covenants as may, from time to time, be required to be complied with in order to maintain such excludability of interest on the Series 2025 Bonds from gross income for federal income tax purposes. Notwithstanding any other provisions to the contrary, so long as necessary in order to maintain such excludability of interest on the Series 2025 Bonds from gross income for federal income tax purposes under the Code, the covenants contained in this Section 17 shall survive the payment of the Series 2025 Bonds and the interest thereon, including any payment or defeasance thereof.

(b) The Mayor or the Clerk is hereby authorized to sign and file or cause to be filed a completed I.R.S. Form 8038-G "Information Return for Governmental Obligations" in connection with the Series 2025 Bonds as required by Section 149(e) of the Code.

(c) The Mayor or the Clerk is hereby authorized to execute a non-arbitrage certification in connection with the Series 2025 Bonds to comply with Section 148 of the Code.

(d) Pursuant to the Act, interest on the Series 2025 Bonds is exempt from State income taxes.

SECTION 18. The Series 2025 Bonds shall be offered for sale on sealed bids pursuant to the Notice of Sale and the Official Bid Form set forth in Exhibit A of this resolution and shall be sold pursuant to a subsequent resolution of the Governing Body. In no event shall the Series 2025 Bonds be issued at a rate of interest in excess of that allowed under applicable law and the Series 2025 Bonds shall in all other respects comply with the requirements of the Act.

SECTION 19. The Mayor and the Clerk (together, the "Representatives"), Bond Counsel, Mayo Mallette PLLC ("City Counsel") and Government Consultants, Inc. (the "Municipal Advisor") are hereby authorized and directed to carry out their respective responsibilities as set forth in this resolution.

SECTION 20. The Representatives are hereby authorized and directed (a) to take such actions and do such things as they shall deem appropriate and lawful to expedite the sale and issuance of the Series 2025 Bonds, (b) to authorize Bond Counsel, City Counsel and the Municipal Advisor to take such actions and do such things the Representatives shall deem appropriate and lawful to expedite the sale of the Series 2025 Bonds, and (c) to take such actions and do such things as the Representatives shall deem appropriate to comply with the applicable requirements of the Act.

SECTION 21. Bond Counsel is hereby authorized and directed to cause the Notice of Sale to be published at least two (2) times, the first of which shall not be less than ten (10) days prior to the date of the sale of the Series 2025 Bonds, in *The Oxford Eagle*, Oxford, Mississippi, a newspaper published in and having a general circulation in the City.

SECTION 22. The Clerk shall obtain from the publisher of the aforesaid newspaper the customary publisher's affidavit proving publication of the Notice of Sale for the time and in the manner required by law, and such proof of publication shall be filed in the Clerk's office and exhibited before the Governing Body on the date fixed for the receipt of bids for the purchase of the Series 2025 Bonds.

SECTION 23. Pursuant to SEC Rule 15c2-12(b)(5), the City covenants and agrees to provide to the Purchaser of the Series 2025 Bonds a continuing disclosure certificate, dated the date of issuance and delivery of the Series 2025 Bonds, setting forth the City's agreement with regard to continuing disclosure (the "Continuing Disclosure Certificate"), and to comply with the covenants set forth therein and carry out all of the provisions of the Continuing Disclosure Certificate. In the event the City fails to comply with the provisions of the Continuing Disclosure Certificate, any registered owner may take such actions as may be necessary and appropriate, including mandamus or specific performance by court order, to cause the City to comply with its obligations set forth in the Continuing Disclosure Certificate and this Section.

SECTION 24. The form of the Preliminary Official Statement in the form submitted to this meeting and attached to this resolution as Exhibit B and made a part hereof, shall be, and the same hereby is, approved in substantially said form. The Representatives are hereby authorized and directed to make all final determinations necessary to prepare the Preliminary Official Statement for distribution and to distribute and furnish to prospective bidders for the Series 2025 Bonds, and to other interested persons, the Preliminary Official Statement and such other materials and information convenient to the public advertising of the sale and the sale of the Series 2025 Bonds and, to the successful bidder for the Series 2025 Bonds, a final Official Statement relating to the Series 2025 Bonds. The City deems the Preliminary Official Statement to be "final" as described in SEC Rule 15c2 12(b)(1) for the purposes of such rule.

SECTION 25. The form of the Continuing Disclosure Certificate in the form submitted to this meeting and attached to the Preliminary Official Statement as Appendix D and made a part hereof, shall be, and the same hereby is, approved in substantially said form. The Mayor is hereby authorized and directed to execute and deliver the Continuing Disclosure Certificate with such changes, insertions and omissions as may be approved by such officer, said execution being conclusive evidence of such approval.

SECTION 26. The Mayor, upon the advice of the Municipal Advisor and Bond Counsel, is hereby authorized and directed to make all final determinations necessary to prepare (a) the Notice of Sale for publication, including the date of sale, the dated date of the Series 2025 Bonds, the maturity schedule relating to the Series 2025 Bonds, the redemption terms of the Series 2025 Bonds and any other terms thereof, and (b) the Official Bid Form; provided, however, that such determinations shall be subject to ratification by the Governing Body.

SECTION 27. The proper officers and members of the Governing Body are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this resolution and are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the issuance of the Series 2025 Bonds, the Preliminary Official Statement, a final Official Statement or other documents necessary to conclude the sale and issuance of the Series 2025 Bonds and to document the City's compliance with the Act and the Code.

SECTION 28. All acts and doings of the officers and members of the Governing Body which are in conformity with the purposes and intents of this resolution and in furtherance of the sale and issuance of the Series 2025 Bonds and the execution, delivery and performance of the Official Statement, shall be, and the same hereby are, in all respects approved and confirmed.

SECTION 29. The Series 2025 Bonds shall be sold and issued pursuant to this and subsequent resolutions of the Governing Body.

SECTION 30. In the event that any scrivener's errors shall be discovered in this resolution after the adoption hereof, but prior to the issuance of the Series 2025 Bonds, 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 Series 2025 Bonds.

SECTION 31. All resolutions or parts thereof in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 32. This resolution shall become effective immediately upon the adoption hereof.

SECTION 33. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein

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

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

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the Mayor declared the motion carried and the resolution adopted this the 15th day of April, 2025.

(SEAL)

CITY OF OXFORD, MISSISSIPPI

By _____
Mayor

Attest:

City Clerk

EXHIBIT A

NOTICE OF BOND SALE

\$5,000,000

**CITY OF OXFORD, MISSISSIPPI
GENERAL OBLIGATION BONDS
(PUBLIC IMPROVEMENTS ISSUE),
SERIES 2025**

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen (the "Governing Body") of the City of Oxford, Mississippi (the "City") will receive sealed bids, either electronically, in the manner described herein below, or by hand delivery or by mail in the Office of the City Clerk in the City Hall of the City located at 107 Courthouse Square in the City until the hour of 3:30 p.m. on May __, 2025, at which time said bids will be publicly opened by the City Clerk and read for the purchase at not less than par plus accrued interest, if any, to the date of delivery of \$5,000,000 aggregate principal amount City of Oxford, Mississippi General Obligation Bonds (Public Improvements Issue), Series 2025 (the "Bonds"). Bids will be considered by the Governing Body at their meeting to be held on May ____, 2025 at 5:00 p.m.

The Bonds will be dated the date of delivery thereof, will be delivered in definitive form as fully registered Bonds, will be in the denominations of \$5,000 or any integral multiple thereof, will be payable as to principal at a bank or banks to be named by the City (the "Paying and Transfer Agent") and will bear interest, payable semiannually on May 1 and November 1 of each year, commencing on May 1, 2026, at the rate or rates of interest specified in the bid submitted by the successful bidder in accordance with this Notice of Bond Sale (this "Notice").

The Bonds will be issued in registered, book-entry-only form and all bidders for the Bonds must be participants of The Depository Trust Company, New York, New York ("DTC"), or affiliated with its participants. The Bond certificates will be deposited with DTC. DTC will be responsible for maintaining a book-entry system for recording the interests of its participants and for the transfer of the interests among its participants. The participants will be responsible for maintaining records regarding the beneficial ownership interests in the Bonds on behalf of the individual purchasers. Individual purchases may be made in the principal amount of \$5,000 or any multiple thereof through book entries made on the books and records of DTC and its participants. Unless the book-entry-only system is discontinued, Bond principal and interest payments will be made by the City to DTC through the Paying and Transfer Agent. DTC will then be responsible for distributing such payments to DTC participants for subsequent remittance to the owners of beneficial interests in the Bonds. Payment of principal and interest on the Bonds to DTC is the responsibility of the City, disbursement of such payments to DTC participants shall be the responsibility of DTC, and disbursements of such payments to the owners of beneficial interests shall be the responsibility of DTC participants and not the responsibility of the City. The City will have no responsibility or obligation to DTC participants or owners of beneficial interests in the Bonds, with respect to the payment by DTC or any DTC participants, of the principal or interest on the Bonds or the providing of notice to DTC participants or owners of beneficial

interests in the Bonds or with respect to: (a) the accuracy of any records maintained by DTC or any DTC participant; or (b) any consent given or other action taken by DTC as owner of the Bonds.

The Bonds will mature on May 1 in the years and in the principal amounts shown below:

Year	Principal Amount
2026	\$170,000
2027	175,000
2028	180,000
2029	190,000
2030	195,000
2031	205,000
2032	210,000
2033	220,000
2034	230,000
2035	240,000
2036	250,000
2037	260,000
2038	270,000
2039	280,000
2040	290,000
2041	300,000
2042	315,000
2043	325,000
2044	340,000
2045	355,000

The Bonds maturing May 1, 2036 and thereafter will be subject to redemption prior to their respective maturities, at the option of the City, on and after May 1, 2035, either in whole or in part on any date, as selected by the City among maturities, and by lot within each maturity, at the principal amount thereof, together with accrued interest to the date fixed for redemption and without premium.

The Bonds will be issued pursuant to the provisions of Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented (the "Act") and resolutions adopted or to be adopted by the Governing Body. The Bonds are being issued to raise money for the purpose of (a) financing the cost of erecting municipal buildings and repairing, improving adorning and equipping the same including any additions thereto, constructing, installing and equipping outdoor recreational sports facilities and related improvements, and providing for such other costs as are authorized by Section 21-33-301 of the Act, and (b) paying the costs incident to the sale and issuance of the Bonds.

The Bonds shall be general obligations of the City, and the full faith, credit and resources of the City shall be pledged for the payment of the principal of and interest on the Bonds. For the purposes of effectuating and providing for the payment of the principal of and interest on the

Bonds, as the same shall respectively mature and accrue, there shall be levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Bonds; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the bond fund established for the Bonds, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the City. 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 shall be irrevocably pledged for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue.

The Bonds are to be sold at not less than \$5,000,000 aggregate par plus interest on the Bonds accrued to the date of delivery, if any, and are to be awarded to the bidder complying with the terms hereof and offering to purchase all of the Bonds at the lowest net interest cost to the City. The net interest cost will be determined by computing the aggregate interest on the Bonds over the life of the issue at the rate or rates of interest specified by the bidder, less premium offered, if any. It is requested that each bid be accompanied by a statement of the net interest cost (computed to six decimal places), but such statement will not be considered a part of the bid. No Bond shall bear more than one (1) rate of interest; each Bond shall bear interest from its date to its stated maturity date at the interest rate specified in the bid; all Bonds of the same maturity shall bear the same rate of interest from their date to maturity; the lowest rate of interest specified for any of the Bonds shall not be less than seventy percent (70%) of the highest rate of interest specified for any of the Bonds; and the highest rate of interest specified for any of the Bonds shall not exceed eleven percent (11%) per annum. Each interest rate specified in any bid must be a multiple of one-eighth of one percent (1/8 of 1%) or a multiple of one-tenth of one percent (1/10 of 1%) and a zero rate of interest cannot be named.

Bidders must acknowledge in their respective bids that they have received and reviewed the City's preliminary official statement in connection with the issuance of the Bonds (the "Preliminary Official Statement"). The City deems the Preliminary Official Statement to be "final" as described in SEC Rule 15c2-12(b)(1) for the purposes of such Rule. Upon award of the Bonds to the successful bidder, the City will prepare a final official statement in connection with the Bonds (the "Official Statement") in substantially the form of the Preliminary Official Statement, subject to minor amendments and supplementations. A reasonably sufficient number of Official Statements will be made available to the successful bidder at the expense of the City within seven (7) business days of the award of the Bonds to such bidder. Copies of the Preliminary Official Statement may be obtained from Ms. Ashley Atkinson, City Clerk, City of Oxford, 107 Courthouse Square, Oxford, Mississippi 38655, telephone: (662)232-2312 or the City's municipal advisor, Government Consultants, Inc., 116 Village Boulevard, Madison, Mississippi 39110, telephone: (601)982-0005, attention: Mr. Steve Pittman.

In order to assist bidders in complying with SEC Rule 15c2-12(b)(5), the City, pursuant to a resolution of the Governing Body and a continuing disclosure certificate, will agree to provide annual reports and notices of certain events. A summary of the City's procedures with regard to

continuing disclosure is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

All mailed or hand delivered bids must be on the Official Bid Form prepared by the City and enclosed in a sealed envelope and should be addressed to the Governing Body, at their offices located at City Hall, 107 Courthouse Square, Oxford, Mississippi 38655 attention: Ms. Ashley Atkinson, City Clerk, City of Oxford, and worded on the outside, in substance, "Bid for City of Oxford, Mississippi General Obligation Bonds (Public Improvements Issue), Series 2025". The form of the Official Bid Form may be obtained from Ms. Ashley Atkinson, City Clerk, City of Oxford, 107 Courthouse Square, Oxford, Mississippi 38655, telephone: (662)232-2312 or the City's municipal advisor, Government Consultants, Inc., 116 Village Boulevard, Madison, Mississippi 39110, telephone: (601)982-0005, attention: Mr. Steve Pittman.

All electronic bids must be submitted to PARITY® via the BiDCOMP Competitive Bidding System. Each prospective electronic bidder shall be solely responsible to register to bid via PARITY® and may contact PARITY® at (212)849-5021. Each qualified prospective electronic bidder shall be solely responsible to make necessary arrangements to access PARITY® for the purposes of submitting its bid in a timely manner and in compliance with the requirements of this Notice. Neither the City nor PARITY® shall have any duty or obligation to provide or assure access to PARITY® to any prospective bidder, and neither the City nor PARITY® shall be responsible for a bidder's failure to register to bid or for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, PARITY®. The City is using PARITY® as a communication mechanism, and not as the City's agent, to conduct the electronic bidding for the Bonds. No other form of electronic bid or provider of electronic bidding services will be accepted. The City is not bound by any advice and determination of PARITY® to the effect that any particular bid complies with the terms of this Notice. An electronic bid made through the facilities of PARITY® shall be deemed an offer to purchase in response to this Notice and shall be binding upon the bidder as if made by a signed sealed written bid made to the City. To the extent any instructions or directions set forth in PARITY® conflict with the terms of this Notice, the terms of this Notice shall control. The City shall not be responsible for any malfunction or mistake made by or as a result of the use of electronic bidding facilities. The use of such facilities is at the sole risk of the bidders. If the Bonds are awarded to a bidder submitting a bid via the facilities of PARITY®, then the successful bidder is required to provide the City with a copy of the successful bid on a fully completed and executed Official Bid Form no later than the next business day following the award. Any bidder submitting its bid via PARITY® may, prior to the time set for the receipt of bids herein, (1) modify the proposed terms of its bid, in which event the proposed terms as last modified will (unless the bid is withdrawn) constitute its bid for the Bonds, or (2) withdraw its proposed bid. Once the bids are communicated electronically via PARITY® to the City, each bid will constitute an irrevocable offer to purchase the Bonds on the terms therein provided. For purposes of the electronic bidding process, the time as maintained on PARITY® shall constitute the official time. All costs and expenses incurred by prospective bidders in connection with their registration and submission of bids via PARITY® are the sole responsibility of the bidders; and the City is not responsible, directly or indirectly, for any of such costs or expenses. If a prospective bidder encounters any difficulty in submitting, modifying or withdrawing a bid for the Bonds, he should telephone PARITY® at (212)849-5021 and notify the City's Municipal Advisor, Government Consultants, Inc., 116 Village Boulevard, Madison Mississippi 39110, telephone: (601)982-0005, attention: Mr. Steve Pittman.

Both written bids and electronic bids must be unconditional and received by the City and/or PARITY®, respectively, on or before 3:30 p.m., Mississippi Time, on Tuesday, May __, 2025, as stated above. The City is not liable for any costs incurred in the preparation, delivery, acceptance, or rejection of any bid.

AS A CONDITION PRECEDENT TO THE CONSIDERATION OF ITS BID, EACH BIDDER MUST PROVIDE TO THE CITY, AS A GOOD FAITH DEPOSIT, A WIRE TRANSFER, OR PROOF THEREOF, OR A CERTIFIED CHECK, CASHIER'S CHECK OR EXCHANGE PAYABLE TO THE ORDER OF THE CITY OF OXFORD, MISSISSIPPI, ISSUED OR CERTIFIED BY A BANK LOCATED WITHIN OR WITHOUT THE STATE OF MISSISSIPPI, IN THE AMOUNT OF ONE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$100,000.00). No interest will be allowed on any good faith deposit. Bids will be accepted or rejected by the Governing Body on the date above shown for the sale of the Bonds. When a bid is rejected by the Governing Body, the good faith deposit accompanying said bid will be returned to the bidder. When a bid is accepted by the Governing Body, the good faith deposit accompanying said bid will be applied as part payment for the Bonds or, if the successful bidder fails to comply with this agreement to purchase the Bonds, will be retained as liquidated damages. Pending the application of the good faith deposit of the successful bidder as aforesaid, such deposit may be invested in direct obligations of, or obligations guaranteed by the United States of America or in repurchase agreements with banks fully secured by such obligations, and the City shall be entitled to any income from any such investment.

The Governing Body reserves the right to reject any or all bids as well as the right to waive any irregularity or informality in any bid. All bids, except electronic bids which must comply with the provisions above, shall be submitted on the Official Bid Form which may be obtained from Ms. Ashley Atkinson, City Clerk, City of Oxford, 107 Courthouse Square, Oxford, Mississippi 38655 telephone: (662)232-2312, or the City's municipal advisor, Government Consultants, Inc., 116 Village Boulevard, Madison Mississippi 39110, telephone: (601)982-0005, attention: Mr. Steve Pittman.

In the opinion of Butler Snow LLP ("Bond Counsel"), assuming compliance by the City with certain tax covenants, under existing statutes, regulations, published rulings and judicial decisions, interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes. Interest on the Bonds is not a separate tax preference item for purposes of the federal alternative minimum tax; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended and supplemented) for the purpose of computing the alternative minimum tax imposed on corporations. Bond Counsel will express no other opinion regarding other federal tax consequences resulting from the ownership, receipt or accrual of interest on or disposition of the Bonds. In addition, Bond Counsel is further of the opinion that under and pursuant to the Act, the Bonds and interest thereon are exempt from income taxation in the State of Mississippi.

The Bonds are **NOT** being issued as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended and supplemented.

The final approving opinion of Bond Counsel, relating to the validity and tax exemption of the Bonds, together with a non-litigation certificate of the City dated the date of delivery of the Bonds, and a transcript of the proceedings relating to the Bonds will be delivered to the successful bidder without charge.

It is anticipated that CUSIP identification numbers will be secured and printed on the Bonds, but neither the failure to secure or print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the successful bidder to accept delivery of and pay for the Bonds in accordance with its agreement to purchase the Bonds. All expenses in relation to the printing of CUSIP numbers on the Bonds shall be paid for by the City; provided, however, that the CUSIP Global Services charge for the assignment of said numbers shall be paid for by the successful bidder.

The successful bidder shall assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at the closing for the Bonds an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, in a form reasonably required by the City and Bond Counsel.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

- (a) the City shall disseminate this Notice to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (b) all bidders shall have an equal opportunity to bid;
- (c) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (d) the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice.

Any bid submitted pursuant to this Notice shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event that the competitive sale requirements are not satisfied, the City shall so advise the winning bidder. The City shall treat the first price at which 10% of a maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the City if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The City will not require bidders to comply with the "hold-the-offering-price rule" and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Bidders should prepare their bids on the

assumption that all of the maturities of the Bonds will be subject to the 10% test in order to establish the issue price of the Bonds.

If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the City the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing of the Bonds has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice. Further, for purposes of this Notice:

- (a) "public" means any person other than an underwriter or a related party,
- (b) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),
- (c) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or more than 50% common ownership of the value of

the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(d) "sale date" means the date that the Bonds are awarded by the City to the winning bidder.

The successful bidder will be given at least seven (7) business days advanced notice of the proposed date of delivery of the Bonds when that date has been tentatively determined. It is expected that the Bonds will be delivered in New York, New York and payment therefor shall be made in federal or other immediately available funds.

The successful bidder shall have the right, at its option, to cancel its agreement to purchase the Bonds if the Bonds to be delivered by the City in accordance with the preceding paragraph are not tendered for delivery within sixty (60) days from the date of sale thereof, and in such event the City shall return to said bidder its good faith deposit without interest. The City shall have the right, at its option, to cancel its agreement to sell the Bonds if within five (5) days after the tender of the Bonds for delivery the successful bidder shall not have accepted delivery of and paid for the Bonds, and in such event the City shall retain the successful bidder's good faith deposit as liquidated damages.

The successful bidder shall be responsible for payment of its own legal and administrative costs.

Further information may be obtained from Ms. Ashley Atkinson, City Clerk, City of Oxford, 107 Courthouse Square, Oxford, Mississippi 38655, telephone: (662)232-2312 and the City's municipal advisor, Government Consultants, Inc., 116 Village Boulevard, Madison Mississippi 39110, telephone: (601)982-0005, attention: Mr. Steve Pittman.

DATED: April 15, 2025

CITY OF OXFORD, MISSISSIPPI

By /s/Ashley Atkinson
City Clerk

OFFICIAL BID FORM
\$5,000,000
CITY OF OXFORD, MISSISSIPPI
GENERAL OBLIGATION BONDS
(PUBLIC IMPROVEMENTS ISSUE),
SERIES 2025

May ____, 2025

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

Ladies and Gentlemen:

For Five Million and No/100ths Dollars (\$5,000,000) aggregate principal amount General Obligation Bonds (Public Improvements Issue), Series 2025 (the "Bonds") of the City of Oxford, Mississippi (the "City"), bearing interest at the rate or rates specified below, we will pay you the aggregate par value thereof of \$5,000,000.00 plus a premium of \$_____. The Bonds will be dated and bear interest from the date of delivery thereof and will mature on May 1 in the years set forth in the Notice of Bond Sale, dated April 15, 2025, in connection with the Bonds (the "Notice of Bond Sale").

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

Year	Principal Amount	Interest Rate/ Coupon	Year	Principal Amount	Interest Rate/ Coupon
2026	\$170,000	_____%	2036	\$250,000	_____%
2027	175,000	_____	2037	260,000	_____
2028	180,000	_____	2038	270,000	_____
2029	190,000	_____	2039	280,000	_____
2030	195,000	_____	2040	290,000	_____
2031	205,000	_____	2041	300,000	_____
2032	210,000	_____	2042	315,000	_____
2033	220,000	_____	2043	325,000	_____
2034	230,000	_____	2044	340,000	_____
2035	240,000	_____	2045	355,000	_____

The following is a computation of the net interest cost and average annual net interest rate (calculated in accordance with the provisions of the Notice of Bond Sale), respectively, in the

above bid and is submitted for information purposes only and is not a part of this bid unless it is in conformity with the above enumerated interest rates and premium, if any.

Gross Interest Cost \$ _____
Less Premium..... _____
Net Interest Cost _____
Average Annual Net Interest Rate %

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

We hereby acknowledge that we have received and reviewed the Preliminary Official Statement of the City, dated April ____, 2025, prepared in connection with the Bonds.

A WIRE TRANSFER, OR PROOF THEREOF, OR A CERTIFIED CHECK, CASHIER'S CHECK OR EXCHANGE PAYABLE TO THE ORDER OF THE CITY OF OXFORD, MISSISSIPPI, ISSUED OR CERTIFIED BY A BANK LOCATED WITHIN OR WITHOUT THE STATE OF MISSISSIPPI, IN THE AMOUNT OF ONE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$100,000.00) accompanies this bid as evidence of good faith and said good faith deposit shall be returned to the undersigned if this bid is not accepted, or if the City should fail to deliver said Bonds to the undersigned in accordance with the terms of the Notice of Bond Sale; otherwise said good faith deposit shall be held by the City and shall be applied as and when the Bonds are delivered and paid for under the terms of this bid, as part payment therefor, or be applied as and for liquidated damages in the event that the undersigned fails to take up and pay for the Bonds. Pending the application of the good faith deposit of the successful bidder as aforesaid, such deposit may be invested in direct obligations of, or obligations guaranteed by, the United States of America or in repurchase agreements with banks fully secured by such obligations, and the City shall be entitled to any income from any such investment.

This bid is for immediate acceptance.

Bidder¹ _____

By _____
(Print Name)

(Signature)

Address _____

Telephone Number _____

(Note: No addition to or alteration in this bid is to be made, and any erasure may cause a rejection of this bid. Bids must be filed with the Mayor and Board of Aldermen of the City of Oxford, Mississippi in the Office of the City Clerk in the City Hall located at 107 Courthouse Square,

Oxford, Mississippi 38655 attention: Ms. Ashley Atkinson, City Clerk, sealed and worded on the outside, in substance, "Bid for City of Oxford, Mississippi General Obligation Bonds (Public Improvements Issue), Series 2025", before 3:30 o'clock p.m., Mississippi time, on May ____, 2025. No interest will be allowed the bidder on the good faith deposit which accompanies this bid.)

ACCEPTANCE

The above bid accepted by the Mayor and Board of Aldermen of the City of Oxford, Mississippi, this ____ day of May, 2025, and receipt of the within mentioned check is hereby acknowledged.

CITY OF OXFORD, MISSISSIPPI

By _____
Mayor

Attest:

City Clerk

Return of the good faith check is hereby acknowledged.

By _____

Title _____

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

92516787.v1

EXHIBIT B
PRELIMINARY OFFICIAL STATEMENT



MEMORANDUM

To: Board of Alderman

From: Amberlyn Liles

CC: Mayor, Board of Alderman and City Clerk

Date: 4.11.2025

Re: Permission to accept bids for 2, 8-yard Rear Load Refuse Trucks by Reverse Auction (Central Bidding)

Permission to accept bids for 2, 8-yard Rear Load Refuse Trucks by Reverse Auction from Sansom Equipment Company for \$176,700 each = \$353,400 Budgeted

On an Isuzu chassis (industry trend- tight radius turn for narrow streets). These trucks are used in tight areas.

CHASSIS WARRANTY

- Basic chassis warranty shall be 3 years/unlimited miles.
- Chassis engine warranty shall be 5 years/ 200,000 miles.
- Transmission warranty shall be 3 year/unlimited miles.
- Frame rails shall be 3 years/unlimited miles.
- Engine emissions shall be 5 years 100,000 miles.
- Corrosion (rust through) shall be 4 years/unlimited miles.
- Aftertreatment Warranty shall be 5 years/200,000 miles.

The body of the truck will be manufactured by New Way. We currently have 7 refuse trucks with New Way bodies and are confident in performance and service.

BODY WARRANTY

- 1 year on Body and Hydraulics
- 2 years on Cylinders
- Additional Warranty may be purchased

These trucks will service most of our new construction with garages. See Attachment.

STANDARD FLOOD NON-BINDING QUOTE



Wright National Flood Insurance Company
 A Stock Company
 PO Box 33003
 St. Petersburg, FL, 33733
 Office: 800.820.3242
 Fax: 800.850.3299

AGENCY INFORMATION		QUOTE INFORMATION	
Agency Number	753461	Quote Number	23QT5544095999
Agency	THE EVANS AGENCY INC	Applicant	OXFORD TRANSIT MANAGEMENT INC
Address	5760 INTERSTATE 55, NORTH FRONTAGE ROAD	Current Date	04/09/2025
City, State, Zip	JACKSON, MS 39211-	Effective Date	05/09/2025
Phone Number	601.439.8903	Rating Method	Rating Engine

BUILDING INFORMATION			
Property Address	409 MCELROY DR	Building Replacement Cost	\$1,000,000
City, State, Zip	OXFORD, MS 38655-2102	Building Square Footage	8694 sq. ft.
Construction Date	06/01/2012	Occupancy Type	Non-Residential Building
Primary Residence	No	Foundation Type	Slab on Grade
Pre-FIRM	No	# of Floors	2
Newly Mapped Discount	No	Elevation Certificate	None
Machinery & Equipment	Elevated		
Building Flood Proofed	No		

COMMUNITY INFORMATION		COVERAGE/PREMIUM INFORMATION		
Program Type	Flood Regular Policies	Coverage	Limits	Deductible
Community	280094 - OXFORD, CITY OF	Building	\$100,000	\$5,000
Flood Risk/Rated Zone	AE	Contents	\$5,000	\$5,000
Zone Determination #	DRP00000000018948141	Discount/Surcharge	\$195	
Zone Reference #	1221060979	1 Year Premium	\$1,890	

IMPORTANT NOTES

THIS IS NOT AN OFFER FOR INSURANCE. THIS QUOTE IS NON-FIRM AND NON-BINDING AND SUBJECT TO REVIEW AND ADJUSTMENT.

Please submit the required documentation listed on your application summary for review and approval. If additional information is required to actuarially rate the risk, you will be contacted.

FLOOD INSURANCE WAIVER OF AGENT'S RESPONSIBILITY

I understand that, if I decline this protection, my agent and/or his/her agency will be held harmless and not liable in the event I suffer a flood loss. I have been made aware of the following facts:

1. Homeowners insurance does not cover flood damage.
2. Federal disaster assistance is most typically an interest-bearing loan.
3. Flooding can and does occur in low-risk zones nationwide.

(Initial next to the following. Sign and date at the bottom.)

_____ I reject building and contents coverage for flood protection.

_____ I understand that my building coverage is lower than the replacement cost of my structure.

Property Owner Signature: _____ Date: _____

This quote is issued by Wright National Flood Insurance Company

20250409160555

The online application process must be completed. *Please do not submit this form with your payment.*

Carefully review the quote being provided for accuracy. Price and terms associated with this quote are subject to underwriting review and may not be available if FEMA rates change. **Please refer to the policy for complete terms, conditions, and exclusions.** Please refer to www.ambest.com for rating, financial size category and additional information on the insurance carrier shown on this quote.

STANDARD FLOOD NON-BINDING QUOTE



Wright National Flood Insurance Company
A Stock Company
PO Box 33003
St. Petersburg, FL, 33733
Office: 800.820.3242
Fax: 800.850.3299

AVAILABLE DEDUCTIBLE/PREMIUM COMBINATIONS

Building	Contents	Discount/Surcharge	Total Premium
\$1,000	\$1,000	\$0	\$1,940
\$2,000	\$2,000	\$0	\$1,914
\$5,000	\$5,000	\$0	\$1,890
\$10,000	\$10,000	\$0	\$1,870
\$25,000	\$25,000	\$0	\$1,771
\$50,000	\$50,000	\$0	\$1,633

This quote is issued by Wright National Flood Insurance Company

20250409160555

The online application process must be completed. *Please do not submit this form with your payment.*

Carefully review the quote being provided for accuracy. Price and terms associated with this quote are subject to underwriting review and may not be available if FEMA rates change. **Please refer to the policy for complete terms, conditions, and exclusions.** Please refer to www.ambest.com for rating, financial size category and additional information on the insurance carrier shown on this quote.

POLICY PAYMENT TRANSMITTAL



Wright National Flood Insurance Company
A Stock Company
PO Box 33003
St. Petersburg, FL, 33733
Office: 800.820.3242
Fax: 800.850.3299

INSURED	EFFECTIVE DATE	TERM	POLICY NUMBER
OXFORD TRANSIT MANAGEMENT INC	05/09/2025	12 Months	23115270955200

AGENCY INFORMATION		INSURED MAILING AND PROPERTY ADDRESS	
Agency Number	753461	Mailing Address	409 MCELROY DR OXFORD, MS 38655-2102
Agency	THE EVANS AGENCY INC	Property Address	409 MCELROY DR OXFORD, MS 38655-2102
Address	5760 INTERSTATE 55NORTH FRONTAGE ROAD JACKSON, MS 39211	Phone Number	662.234.3540
Phone Number	601.439.8903		

PAYMENT INFORMATION	
Payment Method	Check
Payor	OXFORD TRANSIT MANAGEMENT INC
Transaction Date	04/09/2025
Amount Paid	\$1,890.00
Check Number	500

NOTES
THIS IS NOT AN OFFER FOR ENDORSEMENT. THIS QUOTE IS NON-FIRM AND NON-BINDING AND SUBJECT TO REVIEW AND ADJUSTMENT. INCREASED COVERAGE DOES NOT EXIST UNTIL PAYMENT OF TOTAL PREMIUM IS RECEIVED BY WRIGHT NATIONAL FLOOD INSURANCE COMPANY AND THE WAITING PERIOD HAS EXPIRED. REQUIRED DOCUMENTATION CHECKLIST (additional items, not indicated below, may be required)

PLEASE SUBMIT THIS TRANSMITTAL WITH ALL CHECK PAYMENTS
Please include a copy of this form, signed by the check owner, when submitting your payment.

RGLR 231152709552 00 00000000 NB 1250509 0 ITY BCDSPXSELL

General Fund Amendments & Reallocations

Revenue

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>	
001-000-222	\$ 975,000.00	\$ 1,600,000.00	\$ 625,000.00	Building & Zoning Revenue
001-000-253	\$ -	\$ 20,000.00	\$ 20,000.00	Police Training
001-000-388	\$ 1,068,000.00	\$ 1,358,000.00	\$ 290,000.00	Transfer-Baptist Proceeds
001-000-909	\$ -	\$ 750,000.00	\$ 750,000.00	Transfers In
001-000-398	\$ -	\$ 68.07	\$ 68.07	Transfer In-ARPA Reimb. Of GF PR Expenses
	<u>\$ 2,043,000.00</u>	<u>\$ 3,728,068.07</u>	<u>\$ 1,685,068.07</u>	Net Change to Revenue

Expenses

Financial Administration

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>	
001-040-410	\$ 107,120.00	\$ 120,000.00	\$ 12,880.00	
			<u>\$ 12,880.00</u>	net change to dept.

General Government

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>	
001-093-410	\$ 357,856.00	\$ 233,192.00	\$ (124,664.00)	
001-093-600	\$ 165,000.00	\$ 141,000.00	\$ (24,000.00)	
001-093-850	\$ -	\$ 148,664.00	\$ 148,664.00	
			<u>\$ -</u>	net change to dept.

Env Svcs-Cemetery

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>	
001-241-575	\$ 13,500.00	\$ 7,500.00	\$ (6,000.00)	
001-241-600	\$ -	\$ 6,000.00	\$ 6,000.00	
			<u>\$ -</u>	net change to dept.

Total Increase in Revenue	\$ 1,685,068.07
Total Decrease in Expenses	<u>\$ 12,880.00</u>
Total	<u>\$ 1,697,948.07</u>

Development Services

Development Services-Planning Dept.

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
025-090-600	\$ 100,000.00	\$ 95,000.00	\$ (5,000.00)
025-090-585	\$ 6,000.00	\$ 11,000.00	\$ 5,000.00

\$ - net change to fund

Other Funds

2012 GO Bonds

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
240-000-341	\$ -	\$ 75,000.00	\$ 75,000.00
			<u>\$ 75,000.00</u> net change to fund

2019 \$4M TIF Bonds-Oxford Commons

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
280-000-333	\$ -	\$ 823,470.00	\$ 823,470.00
280-000-909	\$ -	\$ 183,020.00	\$ 183,020.00
			<u>\$ 1,006,490.00</u> net change to fund

Homeland Security Grant Fund

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
618-000-333	\$ 53,000.00	\$ -	\$ (53,000.00)
618-000-346	\$ 20,000.00	\$ 83,000.00	\$ 63,000.00
			<u>\$ 10,000.00</u> net change to fund

Administrative Fee-Court

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
625-000-333	\$ 50,000.00	\$ 65,000.00	\$ 15,000.00
			<u>\$ 15,000.00</u> net change to fund

Development Svcs-Bonds Held

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
638-000-333	\$ 100,000.00	\$ 175,000.00	\$ 75,000.00
			<u>\$ 75,000.00</u> net change to fund

Capital Project-SB3049

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
648-000-341	\$ -	\$ 10,000.00	\$ 10,000.00
			<u>\$ 10,000.00</u> net change to fund

OUT-Oxford Univ Transit

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
653-753-625	\$ 500,000.00	\$ 630,000.00	\$ 130,000.00
			<u>\$ 130,000.00</u> net change to fund

North Lamar Park Project

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
675-093-575	\$ -	\$ 5,000.00	\$ 5,000.00
675-093-720	\$ 19,841.00	\$ 14,841.00	\$ (5,000.00)

\$ - net change to fund

Hwy 7 Utility Reloc. Projects

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
678-000-341	\$ -	\$ 80,000.00	\$ 80,000.00
678-000-346	\$ -	\$ 3,000,000.00	\$ 3,000,000.00

\$ 3,080,000.00 net change to fund

American Rescue Plan-ARPA Funds

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
677-093-910	\$ -	\$ 68.07	\$ 68.07

\$ 68.07 net change to fund

OPD Grant Funds

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
684-121-730	\$ 68,375.00	\$ 48,375.00	\$ (20,000.00)
684-123-690	\$ -	\$ 20,000.00	\$ 20,000.00

\$ - net change to fund

Tree Escrow Fund

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
694-090-690	\$ -	\$ 5,000.00	\$ 5,000.00

\$ 5,000.00 net change to fund

Historic Homes Fund

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
696-727-440	\$ -	\$ 20,000.00	\$ 20,000.00
696-727-460	\$ -	\$ 2,580.00	\$ 2,580.00
696-727-470	\$ -	\$ 1,530.00	\$ 1,530.00
696-746-575	\$ 37,000.00	\$ 28,950.00	\$ (8,050.00)
696-747-575	\$ 26,500.00	\$ 18,450.00	\$ (8,050.00)
696-748-575	\$ 36,000.00	\$ 27,990.00	\$ (8,010.00)

\$ - net change to fund

OPC-Activity Fund

Expenses

LLO-Pilates

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-102-555	\$ -	\$ 600.00	\$ 600.00
300-102-600	\$ 5,000.00	\$ 4,400.00	\$ (600.00)

\$ - net change to fund

YS-Gymnastics

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-217-555	\$ 500.00	\$ 1,500.00	\$ 1,000.00
300-217-600	\$ 100,000.00	\$ 99,000.00	\$ (1,000.00)

\$ - net change to fund

YS-Cheerleading

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-242-600	\$ -	\$ 3,000.00	\$ 3,000.00

\$ 3,000.00 net change to fund

YS-Soccer

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-245-535	\$ 8,000.00	\$ 6,000.00	\$ (2,000.00)
300-245-600	\$ 10,000.00	\$ 12,000.00	\$ 2,000.00

\$ - net change to fund

YS-Mini-Passers

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-254-600	\$ -	\$ 2,500.00	\$ 2,500.00

\$ 2,500.00 net change to fund

AS-I can 5k

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-312-600	\$ -	\$ 1,000.00	\$ 1,000.00

\$ 1,000.00 net change to fund

AS-Sewing

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-335-600	\$ 500.00	\$ 800.00	\$ 300.00

\$ 300.00 net change to fund

AS-Soccer

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-337-600	\$ 1,200.00	\$ 2,000.00	\$ 800.00

\$ 800.00 net change to fund

AS-Tennis

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-339-647	\$ -	\$ 500.00	\$ 500.00

\$ 500.00 net change to fund

SE-Christmas

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-406-555	\$ 2,500.00	\$ 2,600.00	\$ 100.00

\$ 100.00 net change to fund

SE-Power Wheels Derby

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-413-555	\$ -	\$ 200.00	\$ 200.00

\$ 200.00 net change to fund



OXFORD POLICE DEPARTMENT

Jeff McCutchen
Chief of Police
Sheridan Malden
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: Oxford-Lafayette Fuller Center for Housing
Phone Number: 662-801-8035 E-mail Address: bernie.oxfuller@gmail.com
Address: P.O. Box 276
Oxford / MS / 38655
(City) (State) (Zip Code)

Are you submitting this application on behalf of a business or organization?

☒ Yes ☐ No

If yes, please provide the following information about the business/organization:

Name of Business/Organization: Same as applicant information
Director of Business/Organization: Clint Williford
Phone Number: 662-816-0109 E-mail Address: clwill@olemiss.edu
Address: 1223 Beanbnd
Oxford / MS / 38655
(City) (State) (Zip Code)

Name of On-Site Contact Person at Event: Clint Williford

Phone Number: Same as above E-mail Address: same

II. Event Information:

Date: 5-17-2023 Start Time: 3pm End Time: 5pm

Type of Event: Dedication of new home

Event Location Information:

Starting Point Location: 2027 Brandywine

Finish Line Location: 2027 Brandywine

Detailed Route: at the home

Other Information: Applicant has stated that they would like for the street to be closed during event.

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

Number of Expected Participants: 5 Number of Expected Spectators: 150

Spacing Intervals to be Maintained Between Units: _____

Description of Attention-Getting Devices, Signs, Banners, or Recording Equipment to be Used by Event: n/a

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:

BERNIE Smith

Bh Smith

Applicant Signature

3.25.2023

Date

Approved By: Chief of Police, Oxford Police Department

Date

PAYMENT DATE

03/28/2025

COLLECTION STATION

Station 1

RECEIVED FROMOxford-Lafayette Fuller Center
For Housing**DESCRIPTION**

Public assembly @ 2027 Brandywine on 5/17/2025

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

BATCH NO.

2025-00000499

RECEIPT NO.

2025-00002543

CASHIER

Joy Welch

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>2040</td><td>\$25.00</td></tr></table>	Type	Detail	Amount	Check	2040	\$25.00											
	Type	Detail	Amount															
	Check	2040	\$25.00															
	<table><tr><td>Total Cash</td><td>\$0.00</td></tr><tr><td>Total Check</td><td>\$25.00</td></tr><tr><td>Total Charge</td><td>\$0.00</td></tr><tr><td>Total Wire</td><td>\$0.00</td></tr><tr><td>Total Other</td><td>\$0.00</td></tr><tr><td>Total Remitted</td><td>\$25.00</td></tr><tr><td>Change</td><td>\$0.00</td></tr><tr><td>Total Received</td><td>\$25.00</td></tr></table>	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 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																		

On May 17th 2025 Oxford-Lafayette Fuller Center for Housing will dedicate the home built by their organization at 2027 Brandywine, in the Brittany Woods subdivision in Oxford, MS at 3 pm. The home will be purchased by a single mother and member of the Oxford-University Police Department. We are expecting up to 150 individuals who will be bussed to the site from the Oxford- University United Methodist Church. The house was built by volunteers from the Oxford area. Attendees will include Board members of Oxford-Lafayette Fuller Center for Housing, dignitaries from the Fuller Center for Housing home office in Americus Ga. This event will raise awareness of the work done by the Oxford-Lafayette Fuller Center for Housing allowing us to grow our volunteer pool as well as encourage donations. Light non-alcoholic beverages will be available for the guests. The event will end at 5 pm or earlier.



MEMORANDUM

To: Board of Aldermen
From: Mark Levy
CC: Hollis Green, Rayna Eubanks
Date: April 15, 2025
Re: Authorize UM Environmental Coalition to join the Adopt-a-Street Program

Environmental Services received a request from the Environmental Coalition at the University of Mississippi to participate in the Adopt-a-Street program for the City of Oxford. The Environmental Coalition would like to adopt ¼ mile of County Road 300 (which is in the City Limits) and ½ a mile of Oxford Way.

Enclosed are the following documents:

- Agreements signed by an authorized representative of UM Environmental Coalition
- Map of pickup area and location of signage
- Participants signed waivers (31 members)

Per the terms of the agreement, no participants are allowed to clean up without a signed liability waiver.

Environmental Services has received signed waivers from the following UM Environmental Coalition members: Marina Hall, Ella Trost, Tiana Bingham, Vidya Adlakha, Annesley Daniel, David Griffith, Mateos Lozano, Bradley Graves, Meena Done, Kathryn Scharwath, Christian Tolliver, Ember Reysen, Daylen Ware, Lillian Delulse, Andy Nguyen, Ashley Harrell, Brady Martinez, Rhys Newman, Parker Carlisle, Leah Siemon, Justin Repato, Emily Langford, Philip Beloate, Charmaine Manzono, Brianna Christiaz, Skylynn Wilson, Isabella Quintero, Luz Luna, Jordan Isbell, and Hailey Smith.

Staff is recommending approval of future participants contingent on a signed liability waiver.

Enclosures

Adoption Agreement signed by authorized group representative

Map of pickup area

Signed liability waivers

City of Oxford
Adopt-a-Street Program
Adoption Agreement

The City of Oxford, hereinafter referred to as the “CITY,” and UM Environmental Coalition, hereinafter referred to as “the GROUP,” enter into this agreement to enhance the quality of life and pride in our city by participating in the Adopt-a-Street Program, hereinafter “the Program.” By signature on this agreement, the GROUP, both jointly and severally, acknowledges the potentially hazardous nature of the work and agrees both jointly and severally to the following items and conditions:

OVERVIEW AND ADMINISTRATION:

- The GROUP agrees to adopt at least one, and no more than three (3) public roadway(s) for a minimum of two years for initial agreements. Subsequent renewals will be for one year.
- GROUPS and Individuals participate at their own risk. The GROUP agrees to hold harmless the City of Oxford and its employees from all liability, judgement, costs, expenses, and claims growing out of damages or alleged damages of any nature whatsoever to any person or property from the performance or non-performance of the Adopt-a-Street Program.
- The City will provide two (18” x 24”) street signs that acknowledge the GROUP’s name as displayed below:



- If the GROUP requests a name change on their sign after it is ordered, they will be charged for the cost of the sign.
- The GROUP shall designate two contact people and shall keep their contact information current at all times.
- The GROUP agrees to submit a report to the City of Oxford Environmental Coordinator each time a cleanup occurs, including the date of the cleanup, names of all participants, number of hours spent, number of bags of refuse collected and other such information as requested by the City. Pictures should also be included. This report must be submitted within seven (7) days of the cleanup.
- The GROUP shall have the option of renewing this agreement subject to the approval of City and continuation of the Adopt-a-Street Program.

As part of this agreement the GROUP, agrees to the following:

Frequency

- The GROUP will conduct a clean up of its adopted street(s) at least three (3) times a year during the designated periods of January-April, May-August and September- December.

Safety

- Each GROUP shall include at least one (1) adult briefed in the required safety aspects of the program. If that person leaves the GROUP, it is the responsibility of the GROUP to ensure that another adult is briefed before any cleanups take place.
- The GROUP shall conduct a safety review with all participants prior to each cleanup event.
- Every participant must sign a liability form to be turned into the City's Environmental Services office.
- Every participant will wear a safety vest provided by the City at all times during the cleanup event.
- If there are participants under the age of 15 this form must be co-signed by a parent or guardian. At no time will participants under the age of 15 be left without the supervision of at least one adult.

General Responsibilities

- The GROUP and its participants agree to obey and abide by all laws and regulations relating to safety and such terms and conditions as may be required by the City on a particular adopted roadway.
- The GROUP may not sub-contract or assign its duties and responsibilities to any other GROUP, organization or enterprise.
- The GROUP must provide the City with at least a five (5) day notice before a cleanup event to ensure adequate supplies are available.
- The GROUP shall obtain required supplies from the City during regular business hours only. Only the designated contact(s) can check out supplies.
- The GROUP is responsible for providing a first aid kit and adequate supplies of drinking water during the cleanup event.
- The GROUP shall make arrangements with the Environmental Services Director prior to cleanup about the placement of full trash bags.
- Safety vests and unused materials must be returned to the City within two (2) working days of the cleanup event.

As part of this Agreement, the City agrees to the following:

Administration

- Work with the GROUP to select the specific section of street to be adopted.

Safety

- Provide safety information, safety vests, trash bags and other agreed-upon supplies as required.

General Responsibilities

- Install a sign identifying the GROUP on the adopted street.
- Publicize the GROUP's cleanup events through all available media.
- Arrange for the removal of large, heavy or hazards materials and litter from the adopted roadway in unusual circumstances.

The City of Oxford reserves the right to modify or cancel the Program at any time and for any reason.

The CITY and the GROUP both recognize and agree that in no event shall the CITY have the right to control the GROUP in performing the actual details of picking up the litter from the section of street adopted by the GROUP and, in picking up the litter, the GROUP shall act as an independent contractor.

If, in the sole judgment of the CITY, it is found that the adopting GROUP has not met the terms and conditions of this agreement, the Mayor and Board of Alderman may terminate this agreement and remove the signs upon thirty (30) days notice.

This agreement may be modified in scope or altered in any manner at the sole discretion of the Mayor and Board of Alderman. The GROUP will be notified in writing of any substantive changes within thirty (30) days.

Mail completed agreement:

City of City – Environmental Services
Attn: Ashley Gonce
107 Courthouse Square
Oxford, MS 38655

OR

[Email to: agonce@oxfordms.net](mailto:agonce@oxfordms.net)

Hailey Smith
Group Representative

UM Environmental Coalition
Group Name

11/20/2024
Date

Mayor Robyn Tannehill

City of Oxford

Date



Adopt-a-Street Program

UM Environmental Coalition

CITY OF OXFORD
Adopt-A-Street Program
Liability Form



THE CITY OF
OXFORD

Date of Cleanup:

11/16/24

Name of Group:
(Please Print)

ECO

Name of participant:
(Please Print)

Marina Hall

Participant's Date of Birth
(MM-DD-YYYY)

05-05-2006

As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt-a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program.

I, the undersigned, do hereby release and authorize the use of any photographs taken of the participants listed below by the City of Oxford, their sponsors, or their contractors for the purpose of developing public information materials.

If the participant is a minor, I, as parent or legal guardian of the participant, further authorize the participating sponsors, co-sponsors and employees of the organizations to obtain medical treatment for the participant, should an apparent need for this treatment arise.

I have carefully read this release and understand all its terms; I sign it voluntarily and with full knowledge of its legal consequences.

Signature of participant (or Parent/Legal Guardian if minor):

Date:

11/17/24

CITY OF OXFORD
Adopt-A-Street Program
Liability Form



THE CITY OF
OXFORD

Date of Cleanup:

11/16/24

Name of Group:
(Please Print)

Enviro Coalition

Name of participant:
(Please Print)

Ella Trost

Participant's Date of Birth
(MM-DD-YYYY)

05-10-2006

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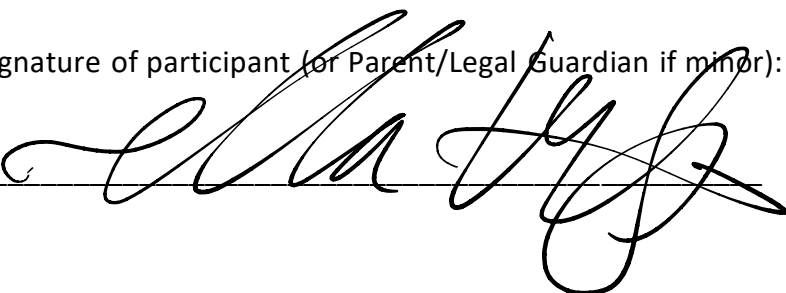
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I have carefully read this release and understand all its terms; I sign it voluntarily and with full knowledge of its legal consequences.

Signature of participant (or Parent/Legal Guardian if minor):

Date:



11-7-24

CITY OF OXFORD
Adopt-A-Street Program
Liability Form



THE CITY OF
OXFORD

Date of Cleanup:

11/16/24

Name of Group:
(Please Print)

ECO

Name of participant:
(Please Print)

Tiana Bingham

Participant's Date of Birth
(MM-DD-YYYY)

02-15-2006

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Signature of participant (or Parent/Legal Guardian if minor):

Date:

Tiana Bingham

11/17/24

CITY OF OXFORD
Adopt-A-Street Program
Liability Form



THE CITY OF
OXFORD

Date of Cleanup:

11/16/24

Name of Group:
(Please Print)

ECO

Name of participant:
(Please Print)

Vidya Adlakha

Participant's Date of Birth
(MM-DD-YYYY)

08-03-2006

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Signature of participant (or Parent/Legal Guardian if minor):

Date:

Vidya Adlakha

11/7/24

CITY OF OXFORD
Adopt-A-Street Program
Liability Form



THE CITY OF
OXFORD

Date of Cleanup:

Nov. 16

Name of Group:
(Please Print)

Environmental Coalition

Name of participant:
(Please Print)

Annesley Daniel

Participant's Date of Birth
(MM-DD-YYYY)

12-30-2005

As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt-a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program.

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Signature of participant (or Parent/Legal Guardian if minor):

Date:

Annesley Daniel

11/7/24

CITY OF OXFORD
Adopt-A-Street Program
Liability Form



THE CITY OF
OXFORD

Date of Cleanup:

11/16

Name of Group:
(Please Print)

ECG

Name of participant:
(Please Print)

David Griffiths

Participant's Date of Birth
(MM-DD-YYYY)

10/20/2003

As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt-a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program.

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Signature of participant (or Parent/Legal Guardian if minor):

Date:

David Griffiths 11/2/24

CITY OF OXFORD
Adopt-A-Street Program
Liability Form



THE CITY OF
OXFORD

Date of Cleanup:

11/14/2024

Name of Group:
(Please Print)

Environmental Coalition

Name of participant:
(Please Print)

Matcos Lopez

Participant's Date of Birth
(MM-DD-YYYY)

09/26/2002

As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt-a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program.

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I have carefully read this release and understand all its terms; I sign it voluntarily and with full knowledge of its legal consequences.

Signature of participant (or Parent/Legal Guardian if minor):

Date:

[Signature]

11/14/2024

CITY OF OXFORD
Adopt-A-Street Program
Liability Form



THE CITY OF
OXFORD

Date of Cleanup:

11/16/24

Name of Group:
(Please Print)

Environmental Coalition

Name of participant:
(Please Print)

Participant's Date of Birth
(MM-DD-YYYY)

Bradley Goetz 10/27/2005

As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt-a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program.

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I have carefully read this release and understand all its terms; I sign it voluntarily and with full knowledge of its legal consequences.

Signature of participant (or Parent/Legal Guardian if minor):

Date:

Bradley Goetz 11/2/24

CITY OF OXFORD
Adopt-A-Street Program
Liability Form



THE CITY OF
OXFORD

Date of Cleanup:

11/16/24

Name of Group:
(Please Print)

Eco Coalition

Name of participant:
(Please Print)

Meena Dene

Participant's Date of Birth
(MM-DD-YYYY)

09/14/2004

As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt-a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program.

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Signature of participant (or Parent/Legal Guardian if minor):

Date:

Meena Dene

11/17/24

CITY OF OXFORD
Adopt-A-Street Program
Liability Form



THE CITY OF
OXFORD

Date of Cleanup:

10/16/24

Name of Group:
(Please Print)

ECO Coalition

Name of participant:
(Please Print)

Kathryn Scharwath
Kathryn Scharwath

Participant's Date of Birth
(MM-DD-YYYY)

05/03/2005

As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt-a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program.

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I have carefully read this release and understand all its terms; I sign it voluntarily and with full knowledge of its legal consequences.

Signature of participant (or Parent/Legal Guardian if minor):

Date:

[Signature]

11/7/24

CITY OF OXFORD
Adopt-A-Street Program
Liability Form



THE CITY OF
OXFORD

Date of Cleanup:

11/16/24

Name of Group:
(Please Print)

FCO

Name of participant:
(Please Print)

Christian Talliver

Participant's Date of Birth
(MM-DD-YYYY)

11/02/2004

As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt-a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program.

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I have carefully read this release and understand all its terms; I sign it voluntarily and with full knowledge of its legal consequences.

Signature of participant (or Parent/Legal Guardian if minor):

Date:

[Signature]

11/14/24

CITY OF OXFORD
Adopt-A-Street Program
Liability Form



THE CITY OF
OXFORD

Date of Cleanup:

11/16/24

Name of Group:
(Please Print)

ECO

Name of participant:
(Please Print)

Ember Rensen

Participant's Date of Birth
(MM-DD-YYYY)

11/26/2003

As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt-a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program.

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I have carefully read this release and understand all its terms; I sign it voluntarily and with full knowledge of its legal consequences.

Signature of participant (or Parent/Legal Guardian if minor):

Date:

Cemilez Rensen

11/14/24

CITY OF OXFORD
Adopt-A-Street Program
Liability Form



THE CITY OF
OXFORD

Date of Cleanup:

11/16/2024

Name of Group:
(Please Print)

ECO

Name of participant:
(Please Print)

Daylen Warr

Participant's Date of Birth
(MM-DD-YYYY)

10-10-2005

As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt-a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program.

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I have carefully read this release and understand all its terms; I sign it voluntarily and with full knowledge of its legal consequences.

Signature of participant (or Parent/Legal Guardian if minor):

Date:

Daylen Warr

11/14/2024

CITY OF OXFORD
Adopt-A-Street Program
Liability Form



THE CITY OF
OXFORD

Date of Cleanup:

11/16/24

Name of Group:
(Please Print)

Environmental Coalition

Name of participant:
(Please Print)

Lillian Deluse

Participant's Date of Birth
(MM-DD-YYYY)

04-22-2006

As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt-a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program.

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I have carefully read this release and understand all its terms; I sign it voluntarily and with full knowledge of its legal consequences.

Signature of participant (or Parent/Legal Guardian if minor):

Lillian Deluse

Date:

11/14/24

CITY OF OXFORD
Adopt-A-Street Program
Liability Form



THE CITY OF
OXFORD

Date of Cleanup:

11 / 16 / 24

Name of Group:
(Please Print)

ECO

Name of participant:
(Please Print)

Kaitlin Nguyen

Participant's Date of Birth
(MM-DD-YYYY)

09 - 05 - 2004

As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt-a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program.

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If the participant is a minor, I, as parent or legal guardian of the participant, further authorize the participating sponsors, co-sponsors and employees of the organizations to obtain medical treatment for the participant, should an apparent need for this treatment arise.

I have carefully read this release and understand all its terms; I sign it voluntarily and with full knowledge of its legal consequences.

Signature of participant (or Parent/Legal Guardian if minor):

Date:

Kaitlin Nguyen

11 / 14 / 24

CITY OF OXFORD
Adopt-A-Street Program
Liability Form



THE CITY OF
OXFORD

Date of Cleanup:

11/16/24

Name of Group:
(Please Print)

ECO

Name of participant:
(Please Print)

Andy Nguyen

Participant's Date of Birth
(MM-DD-YYYY)

01-21-2005

As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt-a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program.

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Signature of participant (or Parent/Legal Guardian if minor):

Date:

Andy Nguyen

11/14/24

CITY OF OXFORD
Adopt-A-Street Program
Liability Form



THE CITY OF
OXFORD

Date of Cleanup:

11-16-2024

Name of Group:
(Please Print)

ECO

Name of participant:
(Please Print)

Ashley Harrell

Participant's Date of Birth
(MM-DD-YYYY)

06-02-2006

As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt-a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program.

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I have carefully read this release and understand all its terms; I sign it voluntarily and with full knowledge of its legal consequences.

Signature of participant (or Parent/Legal Guardian if minor):

Date:

Ashley Harrell

11-14-2024

CITY OF OXFORD
Adopt-A-Street Program
Liability Form



THE CITY OF
OXFORD

Date of Cleanup:

11/16/24

Name of Group:
(Please Print)

ECO

Name of participant:
(Please Print)

Brady Martinez

Participant's Date of Birth
(MM-DD-YYYY)

12/05/24

As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt-a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program.

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I have carefully read this release and understand all its terms; I sign it voluntarily and with full knowledge of its legal consequences.

Signature of participant (or Parent/Legal Guardian if minor):

Date:

Brady Martinez

11/14/24

CITY OF OXFORD
Adopt-A-Street Program
Liability Form



THE CITY OF
OXFORD

Date of Cleanup:

11/16/2024

Name of Group:
(Please Print)

ECO

Name of participant:
(Please Print)

Rhys Newman

Participant's Date of Birth
(MM-DD-YYYY)

07/20/2006

As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt-a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program.

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I have carefully read this release and understand all its terms; I sign it voluntarily and with full knowledge of its legal consequences.

Signature of participant (or Parent/Legal Guardian if minor):

Date:

Rhys Newman

11/14/2024

CITY OF OXFORD
Adopt-A-Street Program
Liability Form



THE CITY OF
OXFORD

Date of Cleanup:

11/16/24

Name of Group:
(Please Print)

Eco

Name of participant:
(Please Print)

Parker Carlisle

Participant's Date of Birth
(MM-DD-YYYY)

12/24/2004

As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt-a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program.

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I have carefully read this release and understand all its terms; I sign it voluntarily and with full knowledge of its legal consequences.

Signature of participant (or Parent/Legal Guardian if minor):

Parker Carlisle

Date:

11/14/24

CITY OF OXFORD
Adopt-A-Street Program
Liability Form



THE CITY OF
OXFORD

Date of Cleanup:

Nov 16

Name of Group:
(Please Print)

Leah. Viemar

Name of participant:
(Please Print)

Leah Siemon

Participant's Date of Birth
(MM-DD-YYYY)

11/1/2005

As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt-a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program.

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I have carefully read this release and understand all its terms; I sign it voluntarily and with full knowledge of its legal consequences.

Signature of participant (or Parent/Legal Guardian if minor):

Date:

Leah. Siemon

Nov 14

CITY OF OXFORD
Adopt-A-Street Program
Liability Form



THE CITY OF
OXFORD

Date of Cleanup:

Nov 16, 2024

Name of Group:
(Please Print)

ELN

Name of participant:
(Please Print)

Justine Rapato

Participant's Date of Birth
(MM-DD-YYYY)

09/03/2005

As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt-a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program.

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I have carefully read this release and understand all its terms; I sign it voluntarily and with full knowledge of its legal consequences.

Signature of participant (or Parent/Legal Guardian if minor):

Date:

Justine Rapato

11/14/24

CITY OF OXFORD
Adopt-A-Street Program
Liability Form



THE CITY OF
OXFORD

Date of Cleanup:

11/10/2024

Name of Group:
(Please Print)

Eco

Name of participant:
(Please Print)

Participant's Date of Birth
(MM-DD-YYYY)

Emilia Langford

08/28/2005

As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt-a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program.

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I have carefully read this release and understand all its terms; I sign it voluntarily and with full knowledge of its legal consequences.

Signature of participant (or Parent/Legal Guardian if minor):

Date:

Amelia Langford

11/14/2024

CITY OF OXFORD
Adopt-A-Street Program
Liability Form



THE CITY OF
OXFORD

Date of Cleanup:

11/16/24

Name of Group:
(Please Print)

Eco

Name of participant:
(Please Print)

Philip Belonte

Participant's Date of Birth
(MM-DD-YYYY)

2/9/04

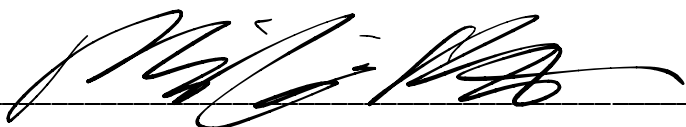
As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt-a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program.

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Signature of participant (or Parent/Legal Guardian if minor):



Date:

11/14/24

CITY OF OXFORD
Adopt-A-Street Program
Liability Form



THE CITY OF
OXFORD

Date of Cleanup:

11/10/24

Name of Group:
(Please Print)

ECO

Name of participant:
(Please Print)

Charmane Manzano

Participant's Date of Birth
(MM-DD-YYYY)

04-15-2000

As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt-a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program.

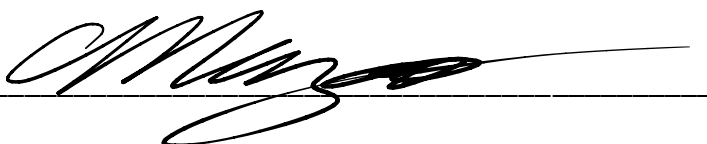
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Signature of participant (or Parent/Legal Guardian if minor):

Date:



11/14/24

CITY OF OXFORD
Adopt-A-Street Program
Liability Form



THE CITY OF
OXFORD

Date of Cleanup:

11-16-24

Name of Group:
(Please Print)

EEO

Name of participant:
(Please Print)

Brianna
Christian

Participant's Date of Birth
(MM-DD-YYYY)

04-13-2005

As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt-a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program.

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I have carefully read this release and understand all its terms; I sign it voluntarily and with full knowledge of its legal consequences.

Signature of participant (or Parent/Legal Guardian if minor):

Brian Christian

Date:

11-13-24

CITY OF OXFORD
Adopt-A-Street Program
Liability Form



THE CITY OF
OXFORD

Date of Cleanup:

11/16/24

Name of Group:
(Please Print)

ECCO

Name of participant:
(Please Print)

Skylynn Wilson

Participant's Date of Birth
(MM-DD-YYYY)

09-19-2006

As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt-a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program.

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Signature of participant (or Parent/Legal Guardian if minor):

Skylynn Wilson

Date:

11/14/24

CITY OF OXFORD
Adopt-A-Street Program
Liability Form



THE CITY OF
OXFORD

Date of Cleanup:

11/16/2024

Name of Group:
(Please Print)

ECO

Name of participant:
(Please Print)

Isabella Quintero

Participant's Date of Birth
(MM-DD-YYYY)

08/23/2006

As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt-a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program.

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Signature of participant (or Parent/Legal Guardian if minor):

Date:

[Signature]

11/14/2024

CITY OF OXFORD
Adopt-A-Street Program
Liability Form



THE CITY OF
OXFORD

Date of Cleanup:

11/15/24

Name of Group:
(Please Print)

ECO

Name of participant:
(Please Print)

Luz Luna

Participant's Date of Birth
(MM-DD-YYYY)

11-20-2024

As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt-a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program.

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Signature of participant (or Parent/Legal Guardian if minor):

Date:

Luz Luna

11/14/24

CITY OF OXFORD
Adopt-A-Street Program
Liability Form



THE CITY OF
OXFORD

Date of Cleanup:

11/16/24

Name of Group:
(Please Print)

ECW

Name of participant:
(Please Print)

Jordan Isbell

Participant's Date of Birth
(MM-DD-YYYY)

12/01/2003

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I have carefully read this release and understand all its terms; I sign it voluntarily and with full knowledge of its legal consequences.

Signature of participant (or Parent/Legal Guardian if minor): Date:

[Handwritten Signature]

11/15/24

CITY OF OXFORD
Adopt-A-Street Program
Liability Form



THE CITY OF
OXFORD

Date of Cleanup:

11/16/24

Name of Group:
(Please Print)

GCD

Name of participant:
(Please Print)

Hailey Smith

Participant's Date of Birth
(MM-DD-YYYY)

02/04/2004

As a participant, parent or legal guardian of a participant in the cleanup as part of the City of Oxford's Adopt-a-Street program, I the undersigned, hereby release, discharge, and agree to hold harmless the City of Oxford, Mississippi, any property owners, and all sponsors and co-sponsors, their agents, employees, officers, and successors from all liability, claims, or actions which I, my heirs, executors, administrators, or assigns may have or claim against any of them arising from any personal injuries or other claims connected therewith, whether known or unknown, or injuries to other persons or to property caused by or arising out of any actions I might take relating to my activities while participating in the above program.

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I have carefully read this release and understand all its terms; I sign it voluntarily and with full knowledge of its legal consequences.

Signature of participant (or Parent/Legal Guardian if minor):

Date:

Hailey Smith

11/15/2024



THE CITY OF
OXFORD

MEMORANDUM

To: Board of Aldermen
From: Mark Levy
CC: Hollis Green, Seth Gaines
Date: April 15, 2025
Re: Request permission to enter contract with Beard and Riser Architects for the design of a new Pickleball facility at Stone Park.

City staff is seeking permission to enter contract with Beard + Riser Architects for professional architectural services related to the development of outdoor tournament-grade courts at Stone Park.

The design fee for the project, as outlined in the enclosed contract, is a B+ as determined by the Mississippi Bureau of Buildings.

Beard + Riser Architects has submitted an AIA Standard Form of Agreement B107–2017, which outlines the scope of work across five key project phases:

1. Schematic Design
2. Design Development
3. Construction Documents
4. Procurement
5. Construction Administration

Beard + Riser's primary objective will be to maximize the number of courts that can be developed on the existing Stone Park baseball field and adjacent areas, within the constraints of the site and city development guidelines. The proposed courts will be outdoor and uncovered, and will meet all necessary requirements to host official tournaments.

A detailed project budget will be developed and submitted for review at the conclusion of the Design Development phase. At that time, the budget and proposed plans will be presented to the Board of Aldermen for consideration and further direction.

The project will be managed by City staff in close partnership with the Oxford Park Commission, ensuring that the design aligns with both community needs and long-term recreation goals.

Staff recommend approval of the design contract.

Enclosure B101-2017 Standard Form of Agreement

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the «15th» day of «April» in the year «2025»
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

«City of Oxford»
«107 Courthouse Square»
«Oxford, MS 38655»
«Phone: (662) 232-2340 »

and the Architect:
(Name, legal status, address and other information)

«Beard + Riser Architects»«PLLC»
«1102 Van Buren Ave.»
«Mail: 1723-B University Ave, #305 »
«Oxford, MS 38655»

for the following Project:
(Name, location and detailed description)

«City of Oxford Stone Center Pickle Ball Court Project»
«423 Washington Avenue»
«Oxford, MS 38655»

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA Document B101-2017. This text indicates where the author has added to or deleted from the original AIA text.

modification.

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7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

«Program includes reworking of existing site and topography to feature 24 to 30 pickle ball courts, including two championship courts, site lighting, updated parking and or drives, sidewalks, an open air pavilion, restroom facilities, playground, and other site amenities including possibly a splash pad; work includes demolition of existing site structures, including a wood and concrete masonry covered pavilion, baseball field, fencing, light standards, and trees. Work includes stormwater detention requirements in the form of a water feature on-site. Programmed spaces will be prioritized during Conceptual Design and Master Planning of site to ensure budget is maintained.»

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

« Refer to attached Exhibit A Aerial Map; site location is 423 Washington Avenue, Oxford MS»

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line-item breakdown.)

«\$3,500,000»

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

«Conceptual Design completion: May 15, 2025
Design Development completion: June 5, 2025»

«Construction Document completion: August 1, 2025»

.2 Construction commencement date:

«October 1, 2025»

.3 Substantial Completion date or dates:

«Six months from Notice to Proceed: March 30, 2026»

.4 Other milestone dates:

«Submit for Planning Commission review: June 5 for July 14 Planning Commission meeting»

Legal Advertisements: August 6 and 13, 2025
Bid Opening: September 11, 2025
Construction Notice to Proceed: October 1, 2025»

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

«Competitive bid public procurement project under the laws of the State of Mississippi.»

§

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

«Hon. Robyn Tannehill, Mayor»
«City of Oxford»
«107 Courthouse Square»
«Oxford, MS 38655»
«Phone: (662) 232-2340»

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

«Other City of Oxford departments, commissions, and boards as deemed applicable.»

§ 1.1.9 The Architect identifies the following representative in accordance with Section 2.3:

(List name, address, and other contact information.)

«Dale Riser»
«Principal Architect»
«1102 Van Buren Ave.»
«Mailing: 1723-B University Ave. #305 »
«Oxford, MS 38655»
«662.455,2581
662.374.1541 cell phone»

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

«W. Mark Watson P.E.
«Jeremy South, P.E. #17416»
«431 W. Main Street
Tupelo, MS 38804
662.260.5083
jeremy@markwatsonpe.com»

.2 Mechanical Engineer:

« Jeff Rice, P.E. #20066
H & M Architects & Engineers, Inc.
597 Diamond Grove Road
Pinson, TN 38366
731.660.3167
jrice@hmcompany.com»

.3 Electrical Engineer:

«Michael McCormick, P.E. #18685
222 Hwy. 412 East»
Lexington, TN 38351»
731.614.3423
michaelmccormickpe@gmail.com»

§ 1.1.11.2 Consultants retained under Supplemental Services:

«Civil Engineer
Houston Engineering, PLLC
P.O. Box 3087
1207 Office Park Drive
Oxford, MS 38655
662.647.1312
Byron Houston, P.E.#15935

Geotechnical Engineer
Houston Engineering, PLLC
P.O. Box 3087
1207 Office Park Drive
Oxford, MS 38655
662.647.1312

Land Surveyor
Houston Engineering, PLLC
P.O. Box 3087
1207 Office Park Drive
Oxford, MS 38655
662.647.1312

»

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to

accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model 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 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than «one million dollars» (\$ «1,000,000») for each occurrence and «two million dollars» (\$ «2,000,000») in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than «one million dollars» (\$ «1,000,000») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than «one million dollars» (\$ «1,000,000») each accident, one million dollars» (\$ «1,000,000») each employee, and «two million dollars» (\$ «2,000,000») policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than «one million dollars» (\$ «1,000,000») per claim and «two million dollars» (\$ «2,000,000») in the aggregate.

In recognition of the relative risks and benefits of the Project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and subconsultants

shall not exceed the Architect's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action, however alleged or arising, unless otherwise prohibited by law.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Conceptual Design and Master Plan Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Conceptual Design and Master Plan Documents for the Owner's approval. The Conceptual Design and Master Plan Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Conceptual Design and Master Plan Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Conceptual Design and Master Plan Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Conceptual Design and Master Plan Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders.
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 **Subject** to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect.

The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion.
- .2 issue Certificates of Substantial Completion.
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Not provided
§ 4.1.1.2 Multiple preliminary designs	Not provided
§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Not provided
§ 4.1.1.5 Site evaluation and master planning	Architect as part of Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	Architect as part of Basic Services
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Architect as part of Basic Services
§ 4.1.1.9 Landscape design	Not provided
§ 4.1.1.10 Architectural interior design	Not provided
§ 4.1.1.11 Value analysis	Architect as part of Basic Services
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Not provided
§ 4.1.1.14 Conformed documents for construction	Not provided
§ 4.1.1.15 As-designed record drawings	Not provided
§ 4.1.1.16 As-constructed record drawings	Architect as part of Basic Services
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not provided
§ 4.1.1.21 Telecommunications/data design	Owner, coordinated by Architect
§ 4.1.1.22 Security evaluation and planning	Owner, coordinated by Architect
§ 4.1.1.23 Commissioning	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not provided
§ 4.1.1.30 Other Supplemental Services – Geotechnical Engineer, Land Surveyor	Architect as part of Basic Services

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.1.5 Site evaluation and master planning	Architect as part of Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	Architect as part of Basic Services
§ 4.1.1.8 Civil engineering	Architect as part of Basic Services
§ 4.1.1.11 Value analysis	Architect as part of Basic Services
§ 4.1.1.16 As-constructed record drawings	Architect as part of Basic Services
§ 4.1.1.30 Other Supplemental Services – Geotechnical Engineer, Land Surveyor	Architect as part of Basic Services

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

«		
§ 4.1.1.21	Telecommunications/data design	Owner, coordinated by Architect
§ 4.1.1.22	Security evaluation and planning	Owner, coordinated by Architect
»		

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and

- comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- 3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- 4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- 5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- 1 «Two» («2») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- 2 «Weekly» visits to the site by the Architect during construction and attendance at one (1) monthly Contractor-led meeting each month during the duration of construction
- 3 «One» («1») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- 4 «One» («1») inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within «twelve» («12») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.8 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.9 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.11 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.12 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.13 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.14 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service

shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, a request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☒ Litigation in a court of competent jurisdiction based in Lafayette County, Mississippi

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose “confidential” or “business proprietary” information after 7 days’ notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Percentage Basis
(Insert percentage value)

«Seven (7.00) % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6, based on a construction budget of \$3,500,000.

(Describe the method of compensation)

«Fee shall be calculated as a percentage of construction cost using the fee formula as published by the State of Mississippi DFA Bureau of Buildings, Grounds, and Real Property Management for a B type project with the 15% renovation addition (B+).

Initial compensation for the above specified work at a budgeted construction cost of \$3,500,000 equals \$245,000. Should construction cost exceed \$3,500,000, Architect’s compensation shall be adjusted accordingly using the fee formula above.»

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«Supplemental services fees are included in the compensation for Architect’s Basic Services.»

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

«Refer to Exhibit B, Beard + Riser Architects Rate Schedule effective January 1, 2025.»

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus «fifteen» percent («15»%), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Conceptual Design and Master Plan Phase	«Fifteen»	percent (	«15»	%)
Design Development Phase	«Fifteen»	percent (	«15»	%)

Construction Documents Phase	«Thirty»	percent (	«30»	%)
Procurement Phase	«Fifteen»	percent (	«15»	%)
Construction Phase	«Twenty-five»	percent (	«25»	%)
Total Basic Compensation	One hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« Refer to Exhibit B, Beard + Riser Architects Rate Schedule effective January 1, 2025. Consultant fee rates shall be provided to Owner prior to billing any hourly rates.»

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Printing, reproductions, plots, and standard form documents;
- .2 Postage, handling, and delivery;
- .3 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .4 Other similar Project-related expenditures, with prior written approval of Owner.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants at the direct cost of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

«Not applicable»

§ 11.10 Payments to the Architect

§ 11.10.1 Progress Payments

§ 11.10.1.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid «sixty» («60») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Per State of Mississippi Statute

§ 11.10.1.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.1.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be provided to the Owner upon invoicing.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

«This Agreement and Construction Documents shall be subject to approval of conditions by City of Oxford.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

☒ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

«Exhibit A: Aerial Site Map

Exhibit B: Beard + Riser Architects Rate Schedule effective January 1, 2025

Exhibit C: Certificate of Insurance»

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

OWNER *(Signature)*

«Hon. Robyn Tannehill»

«Mayor»

(Printed name and title)

ARCHITECT *(Signature)*

«Dale Riser»

«Principal Architect, MS License #4325»

(Printed name, title, and license number, if required)

Additions and Deletions Report for AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:17:32 CDT on 04/10/2025.

Changes to original AIA text

PAGE 1

AGREEMENT made as of the «15th» day of «April» in the year «2025»

«City of Oxford»

«107 Courthouse Square»

«Oxford, MS 38655»

«Phone: (662) 232-2340 »

«Beard + Riser Architects»«PLLC»

«1102 Van Buren Ave.»

«Mail: 1723-B University Ave, #305 »

«Oxford, MS 38655»

«City of Oxford Stone Center Pickle Ball Court Project»

«423 Washington
Avenue»

«Oxford, MS 38655»

PAGE 2

1—— **INITIAL INFORMATION**

2—— **ARCHITECT'S RESPONSIBILITIES**

3—— **SCOPE OF ARCHITECT'S BASIC SERVICES**

4—— **SUPPLEMENTAL AND ADDITIONAL SERVICES**

5—— **OWNER'S RESPONSIBILITIES**

6—— **COST OF THE WORK**

7— COPYRIGHTS AND LICENSES

8— CLAIMS AND DISPUTES

9— TERMINATION OR SUSPENSION

10— MISCELLANEOUS PROVISIONS

11— COMPENSATION

12— SPECIAL TERMS AND CONDITIONS

13— SCOPE OF THE AGREEMENT

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

«Program includes reworking of existing site and topography to feature 24 to 30 pickle ball courts, including two championship courts, site lighting, updated parking and or drives, sidewalks, an open air pavilion, restroom facilities, playground, and other site amenities including possibly a splash pad; work includes demolition of existing site structures, including a wood and concrete masonry covered pavilion, baseball field, fencing, light standards, and trees. Work includes stormwater detention requirements in the form of a water feature on-site. Programmed spaces will be prioritized during Conceptual Design and Master Planning of site to ensure budget is maintained.»

« Refer to attached Exhibit A Aerial Map; site location is 423 Washington Avenue, Oxford MS»

(Provide total and, if known, a line-item breakdown.)

«\$3,500,000»

PAGE 3

.1— Design phase milestone dates, if any:

.2— «Conceptual Design completion: May 15, 2025

Design Development completion: June 5, 2025

Construction Document completion: August 1, 2025»

.2 Construction commencement date:

.3— «October 1, 2025»

.3 Substantial Completion date or dates:

.4— «Six months from Notice to Proceed: March 30, 2026»

.4 Other milestone dates:

«Submit for Planning Commission review: June 5 for July 14 Planning Commission meeting

Legal Advertisements: August 6 and 13, 2025

Bid Opening: September 11, 2025

Construction Notice to Proceed: October 1, 2025»

~~§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:~~

~~(Identify and describe the Owner's Sustainable Objective for the Project, if any.)~~

~~§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective. «Competitive bid public procurement project under the laws of the State of Mississippi.»~~

§

«Hon. Robyn Tannehill, Mayor»

«City of Oxford»

«107 Courthouse Square»

«Oxford, MS 38655»

«Phone: (662) 232-2340»

~~§ 1.1.9 The Owner shall retain the following consultants and contractors:~~

~~(List name, legal status, address, and other contact information.)~~

~~.1 — Geotechnical Engineer:~~

~~.2 — Civil Engineer:~~

~~.3 — Other, if any:~~

~~— (List any other consultants and contractors retained by the Owner.)~~

~~§ 1.1.10 «Other City of Oxford departments, commissions, and boards as deemed applicable.»~~

§ 1.1.9 The Architect identifies the following representative in accordance with Section 2.3:

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«Dale Riser»

«Principal Architect»

«1102 Van Buren Ave.

«Mailing: 1723-B University Ave. #305 »

«Oxford, MS 38655»

«662.455.2581

662.374.1541 cell phone»

.1 — Structural Engineer:

.2 — Mechanical Engineer:

.3 — Electrical Engineer:

«W. Mark Watson P.E.

«Jeremy South, P.E. #17416»

«431 W. Main Street

Tupelo, MS 38804

662.260.5083

jeremy@markwatsonpe.com»

.2 Mechanical Engineer:

« Jeff Rice, P.E. #20066

H & M Architects & Engineers, Inc.

597 Diamond Grove Road

Pinson, TN 38366

731.660.3167

jrice@hmcompany.com»

.3 Electrical Engineer:

«Michael McCormick, P.E. #18685

222 Hwy. 412 East»

Lexington, TN 38351»

731.614.3423

michaelmccormickpe@gmail.com»

§ 1.1.12 Other Initial Information on which the Agreement is based:

«Civil Engineer

Houston Engineering, PLLC

P.O. Box 3087

1207 Office Park Drive

Oxford, MS 38655

662.647.1312

Byron Houston, P.E.#15935

Geotechnical Engineer

Houston Engineering, PLLC

P.O. Box 3087

1207 Office Park Drive

Oxford, MS 38655

662.647.1312

Land Surveyor

Houston Engineering, PLLC

PAGE 5

P.O. Box 3087

1207 Office Park Drive

Oxford, MS 38655

662.647.1312

»

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.-

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~(\$ «one million dollars» (\$ «1,000,000»)~~ for each occurrence and ~~(\$ «two million dollars» (\$ «2,000,000»)~~ in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~(\$ «one million dollars» (\$ «1,000,000»)~~ per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.5 Employers' Liability with policy limits not less than ~~(\$ «one million dollars» (\$ «1,000,000»)~~ each accident, ~~(\$ «one million dollars» (\$ «1,000,000»)~~ each employee, and ~~(\$ «two million dollars» (\$ «2,000,000»)~~ policy limit.

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§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~(\$ «one million dollars» (\$ «1,000,000»)~~ per claim and ~~(\$ «two million dollars» (\$ «2,000,000»)~~ in the aggregate.

In recognition of the relative risks and benefits of the Project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes,

including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and subconsultants

shall not exceed the Architect's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action, however alleged or arising, unless otherwise prohibited by law.

§ 3.2 SchematicConceptual Design and Master Plan Phase Services

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare ~~Schematic Conceptual~~ Design and Master Plan Documents for the Owner's approval. The ~~Schematic Conceptual~~ Design and Master Plan Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.7 The Architect shall submit the ~~Schematic Conceptual~~ Design and Master Plan Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the ~~Schematic Conceptual~~ Design and Master Plan Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved ~~Schematic Conceptual~~ Design and Master Plan Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.4 Construction Documents Phase Services

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications; and may include bidding requirements and sample forms.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and; (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

- .1— facilitating the distribution of Bidding Documents to prospective bidders;
- .2— organizing and conducting a pre-bid conference for prospective bidders;
- .3— preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4— organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.3 Negotiated Proposals

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:~~

- ~~.1— facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~
- ~~.2— organizing and participating in selection interviews with prospective contractors;~~
- ~~.3— preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~
- ~~.4— participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.3 ~~Subject~~ to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

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§ 3.6.2 Evaluations of the Work

§ 3.6.2.5 -Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.4 Submittals

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§ 3.6.5 Changes in the Work

§ 3.6.6 Project Completion

- .1— conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2— issue Certificates of Substantial Completion;
- .3— forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4— issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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§ 4.1 Supplemental Services

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1— Programming	<u>Not provided</u>
§ 4.1.1.2— Multiple preliminary designs	<u>Not provided</u>
§ 4.1.1.3— Measured drawings	<u>Not provided</u>
§ 4.1.1.4— Existing facilities surveys	<u>Not provided</u>
§ 4.1.1.5— Site evaluation and master planning	<u>Architect as part of Basic Services</u>
§ 4.1.1.6— Building Information Model management responsibilities	<u>Architect as part of Basic Services</u>
§ 4.1.1.7— Development of Building Information Models for post construction use	<u>Not provided</u>
§ 4.1.1.8— Civil engineering	<u>Architect as part of Basic Services</u>
§ 4.1.1.9— Landscape design	<u>Not provided</u>
§ 4.1.1.10— Architectural interior design	<u>Not provided</u>
§ 4.1.1.11— Value analysis	<u>Architect as part of Basic Services</u>
§ 4.1.1.12— Detailed cost estimating beyond that required in Section 6.3	<u>Not provided</u>
§ 4.1.1.13— On-site project representation	<u>Not provided</u>
§ 4.1.1.14— Conformed documents for construction	<u>Not provided</u>
§ 4.1.1.15— As-designed record drawings	<u>Not provided</u>
§ 4.1.1.16— As-constructed record drawings	<u>Architect as part of Basic Services</u>
§ 4.1.1.17— Post-occupancy evaluation	<u>Not provided</u>
§ 4.1.1.18— Facility support services	<u>Not provided</u>
§ 4.1.1.19— Tenant-related services	<u>Not provided</u>
§ 4.1.1.20— Architect's coordination of the Owner's consultants	<u>Not provided</u>
§ 4.1.1.21— Telecommunications/data design	<u>Owner, coordinated by Architect</u>
§ 4.1.1.22— Security evaluation and planning	<u>Owner, coordinated by Architect</u>
§ 4.1.1.23— Commissioning	<u>Not provided</u>
§ 4.1.1.24— Sustainable Project Services pursuant to Section 4.1.3	<u>Not provided</u>
§ 4.1.1.25— Fast-track design services	<u>Not provided</u>
§ 4.1.1.26— Multiple bid packages	<u>Not provided</u>
§ 4.1.1.27— Historic preservation	<u>Not provided</u>
§ 4.1.1.28— Furniture, furnishings, and equipment design	<u>Not provided</u>
§ 4.1.1.29— Other services provided by specialty Consultants	<u>Not provided</u>
§ 4.1.1.30— Other Supplemental Services – Geotechnical Engineer, Land Surveyor	<u>Architect as part of Basic Services</u>

§ 4.1.2 Description of Supplemental Services

§ 4.1.1.5 Site evaluation and master planning	<u>Architect as part of Basic Services</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Architect as part of Basic Services</u>
§ 4.1.1.8 Civil engineering	<u>Architect as part of Basic Services</u>

§ 4.1.1.11 Value analysis	Architect as part of Basic Services
§ 4.1.1.16 As-constructed record drawings	Architect as part of Basic Services
§ 4.1.1.30 Other Supplemental Services – Geotechnical Engineer, Land Surveyor	Architect as part of Basic Services

(Describe in detail the Owner's Supplemental ~~Services~~ Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

~~§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.◀~~

§ 4.1.1.21 Telecommunications/data design	Owner, coordinated by Architect
§ 4.1.1.22 Security evaluation and planning	Owner, coordinated by Architect

»

§ 4.2 Architect's Additional Services

- .1— Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2— Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3— Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4— Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5— ~~Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;~~
- .6— Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7— ~~6~~ Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8— ~~Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;~~

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- .9— ~~Evaluation of the qualifications of entities providing bids or proposals;~~
- .10— ~~7~~ Consultation concerning replacement of Work resulting from fire or other cause during construction; ~~or,~~
- .11— ~~Assistance to the Initial Decision Maker, if other than the Architect.~~
- .1— Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

- .2— Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3— Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4— Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5— Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.
- .1—(~~«Two»~~ (~~«2»~~) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2—(~~—~~) ~~«Weekly»~~ visits to the site by the Architect during construction and attendance at one (1) monthly Contractor-led meeting each month during the duration of construction
- .3—(~~«One»~~ (~~«1»~~) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4—(~~«One»~~ (~~«1»~~) inspections for any portion of the Work to determine final completion.

§ 4.2.5 If the services covered by this Agreement have not been completed within ~~(«twelve»~~ (~~«12»~~) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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~~§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement.~~

~~§ 5.8~~ The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.98 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.409 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.4410 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.4211 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance

of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.4312 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.4413 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.4514 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

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- .1— give written approval of an increase in the budget for the Cost of the Work;
- .2— authorize rebidding or renegotiating of the Project within a reasonable time;
- .3— terminate in accordance with Section 9.5;
- .4— in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5— implement any other mutually acceptable alternative.

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§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. ~~The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~

~~**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.~~

~~**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~

§ 8.2 Mediation

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, ~~shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement.~~ A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an

arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

- ☐ — Arbitration pursuant to Section 8.3 of this Agreement
☒ — **«X»** Litigation in a court of competent jurisdiction
☐ — Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

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§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

based in Lafayette County, Mississippi

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

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§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

~~.1—Termination Fee;~~
~~.2—Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service;~~
§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

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- ~~.1—Stipulated Sum~~
~~—(Insert amount)~~
~~.2—Percentage Basis~~
~~— (Insert percentage value)~~
~~— («Seven (7.00) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6, based on a construction budget of \$3,500,000.~~
~~.3—Other~~
~~—(Describe the method of compensation)~~
~~(Describe the method of compensation)~~

«Fee shall be calculated as a percentage of construction cost using the fee formula as published by the State of Mississippi DFA Bureau of Buildings, Grounds, and Real Property Management for a B type project with the 15% renovation addition (B+).

Initial compensation for the above specified work at a budgeted construction cost of \$3,500,000 equals \$245,000. Should construction cost exceed \$3,500,000, Architect's compensation shall be adjusted accordingly using the fee formula above.»

«Supplemental services fees are included in the compensation for Architect's Basic Services.»

«Refer to Exhibit B, Beard + Riser Architects Rate Schedule effective January 1, 2025.»

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus «fifteen» percent («15»%), or as follows:

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Schematic Conceptual Design and Master Plan Phase	<u>«Fifteen»</u>	percent (	<u>«15»</u>	percent (%)
Design Development Phase	<u>«Fifteen»</u>	percent (	<u>«15»</u>	percent (%)
Construction Documents Phase	<u>«Thirty»</u>	percent (	<u>«30»</u>	percent (%)
Procurement Phase	<u>«Fifteen»</u>	percent (	<u>«15»</u>	percent (%)
Construction Phase	<u>«Twenty-five»</u>	percent (	<u>«25»</u>	percent (%)
				(%)
Total Basic Compensation	<u>One hundred</u>	percent (	<u>100</u>	one hundred percent (100.00 %)

« Refer to Exhibit B, Beard + Riser Architects Rate Schedule effective January 1, 2025. Consultant fee rates shall be provided to Owner prior to billing any hourly rates.»

§ 11.8 Compensation for Reimbursable Expenses

- ~~.1 Transportation and authorized out of town travel and subsistence;~~
- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web-sites, and extranets;~~
- ~~.3 Permitting and other fees required by authorities having jurisdiction over the Project;~~
- ~~.4~~
- .1 Printing, reproductions, plots, and standard form documents;
- ~~.5~~ .2 Postage, handling, and delivery;
- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- ~~.7~~ .3 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- ~~.8 If required by the Owner, and with the Owner's~~ .4 ~~Other similar Project-related expenditures, with prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~
- ~~.9 All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 Site office expenses;~~
- ~~.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,~~
- ~~.12 Other similar Project-related expenditures.~~
of Owner.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants ~~plus percent (%) at the direct cost~~ of the expenses incurred.

«Not applicable»

§ 11.10 Payments to the Architect

§ 11.10.1 InitialProgress Payments

§ 11.10.1.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~(«sixty»~~ («60»)) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

PAGE 21

~~%~~ Per State of Mississippi Statute

§ 11.10.21.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.21.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available provided to the Owner ~~at mutually convenient times upon invoicing.~~

«This Agreement and Construction Documents shall be subject to approval of conditions by City of Oxford.

.1— AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2— ~~Building Information Modeling Exhibit, if completed:~~

.3— Exhibits:

[]— AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204–2017 incorporated into this agreement.)

[]— « X » Other Exhibits incorporated into this Agreement:

.4— Other documents:

~~(List other documents, if any, forming part of the Agreement.)~~

«Exhibit A: Aerial Site Map

Exhibit B: Beard + Riser Architects Rate Schedule effective January 1, 2025

Exhibit C: Certificate of Insurance»

Variable Information

PAGE 1

AGREEMENT made as of the «15th» day of «April» in the year «2025»

«City of Oxford Stone Center Pickle Ball Court Project»

«423 Washington
Avenue»

«Oxford, MS 38655»



MEMORANDUM

To: Board of Aldermen

From: Mark Levy, PLA

CC: Hollis Green

Date: April 15, 2025

Re: Consider Change Orders #2 and #3 for the Oxford Swimming Pool Renovation project.

Both of the work for these Change Orders has been presented at earlier meetings, in order to expedite the construction process, but the amounts have changed with the filing of the official Change Order documentation.

- The amount of \$53,200.00 was preliminary approved for the SGM Spraydeck System on November 4, 2024 without the official Change Order form. The amount of \$58,520.00 for the official Change Order #2 for the SGM spray deck includes overhead and insurance.
- The amount of \$6,581.18 was approved on March 4, 2025 without the official Change Order form. The new amount is \$5,902.15 for the revised fencing, the changing room partitions, and storefront window.

The total change to the contract amount for Change Orders #3 and #4 is \$64,422.12. The total amount previously accepted by the Board without the official documentation was \$59,781.18. The net difference in the two amounts is \$4,640.90. Both items have been included in updated budget sheet. The project remains under budget.

Staff recommends approval for Change Order #2 and #3.

Enclosure (2)

Change Order #2 signed by Architect and Contractor
Change Order #3 signed by Architect and Contractor

AIA® Document G701® – 2017

Change Order

PROJECT: (Name and address)
Oxford City Pool Improvements
Oxford, MS 38655

CONTRACT INFORMATION:
Contract For: Renovations
Date: 06-03-2024

CHANGE ORDER INFORMATION:
Change Order Number: 002
Date: 03-25-2025

OWNER: (Name and address)
City of Oxford

107 Courthouse Square
Oxford, MS 38655

ARCHITECT: (Name and address)
McCarty Architects Professional
Association
533 West Main Street
Tupelo, MS 38804

CONTRACTOR: (Name and address)
J.P. Corp General Contractors

P.O. Box 115
Oxford, MS 38655

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

COR 4: Preparation of pool deck and installation of SGM Spraydeck System.

The original Contract Sum was	\$ 5,022,700.00
The net change by previously authorized Change Orders	\$ 7,506.05
The Contract Sum prior to this Change Order was	\$ 5,030,206.05
The Contract Sum will be increased by this Change Order in the amount of	\$ 58,520.00
The new Contract Sum including this Change Order will be	\$ 5,088,726.05

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be 05-16-2025

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.



ARCHITECT (Signature)

BY: Kurt Shettles, President & CEO /
Architect

(Printed name, title, and license
number if required)

25Mar2025

Date



CONTRACTOR (Signature)

BY: Josh Parker, Owner

(Printed name and title)

4/9/25

Date

OWNER (Signature)

BY: Mayor Robyn Tannehill

(Printed name and title)

Date



CHANGE ORDER REQUEST

CONTRACTOR:

J.P. Corp General Contractors
2411 S Lamar Blvd, Suite C
Oxford, MS 38655

COR # 4r.2

DATE 1/3/2025

PROJECT:

OXFORD CITY POOL IMPROVEMENTS

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT
1	LS	Wayne Kelly - Decorative Concrete Company - Cleaning, prepping, and applying texture material for approx 13,300 sf pool deck. SGM Spraydeck Systems Southcrete.	\$ 53,200.00	\$ 53,200.00
1	SF	Wayne Kelly - Decorative Concrete Company - Cleaning, prepping, and applying texture material for approx 1 sf pool deck. SGM Spraydeck Systems Southcrete.	\$ 4.00	

WE AGREE hereby to make the change(s) specified above at this price \$ 53,200.00

G.C. Overhead and Profit at 10% \$ 5,320.00

Taxes

Total Change Order Request \$ 58,520.00

Original Contract Amount \$ 5,022,700.00

Contract Amount after approval of COR-1 \$ 5,028,450.00

Revised Contract Total \$ 5,086,970.00

Kelly Carpenter, PM

1/3/2025

Your Name, Title

Date

Accepted - The above prices and specifications of this change order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature

Date of Acceptance



MEMORANDUM

To: Board of Aldermen

From: Mark Levy, PLA

CC: Bart Robinson, PE; Hollis Green

Date: November 4, 2024

Re: Discuss Change Order (CO) #2 from J.P. Corp General Contractors for Spray Deck Coating for the swimming pool improvements.

At the City's request, J.P. Corp has provided multiple quotes for the addition of an acrylic pool deck coating for 13,300 sf. As I reminder, the old pool deck has been demolished, and the contractor is pouring all new decking around the pool. The commercial coating was discussed early in the project, but removed from the project prior to bidding.

The proposal from JP Corp for the acrylic coating is an additive CO of \$4.00 per square foot or \$53,200.00 for the entire deck. The benefits of the coating are listed below:

- Increased durability
- Increased slip resistance
- Aesthetically pleasing
- Minimal maintenance

The project cost of \$5,572.715.00 includes a 3% contingency (of construction cost) in the amount of \$150,681.00. The estimated construction budget, approved at the design development stage, is more than 5% higher than the actual project budget.



April 14, 2025

Mayor Robyn Tannehill
City of Oxford
107 Courthouse Square
Oxford, MS 38655

RE: Change Order 03
City of Oxford Pool Improvements
Oxford, Mississippi

Dear Mayor Tannehill:

Please find attached Change Order 03 from J.P. Corp for your review and approval. Change Order 03 includes the following items which have been preapproved by the Board:

• Revise fencing.	\$921.25
• Add changing room partitions and benches.	\$2,976.60
• Add storefront window.	\$2,004.30
Total Change Order 03	<u>\$5,902.15</u>

This change order does not include a request for additional days. Substantial Completion Date will remain May 16, 2025.

Feel free to contact me should you have any questions.

Regards,

Kurt Shettles, AIA
President & CEO / Architect

KS:br

c: Mark Levy, City of Oxford
23034.530

AIA® Document G701® – 2017

Change Order

PROJECT: (Name and address)
Oxford City Pool Improvements
220 Washington Avenue
Oxford, MS 38655

CONTRACT INFORMATION:
Contract For: General Construction
Date: 06-03-2024

CHANGE ORDER INFORMATION:
Change Order Number: 003
Date: 04-10-2025

OWNER: (Name and address)
City of Oxford

107 Courthouse Square
Oxford, MS 38655

ARCHITECT: (Name and address)
McCarty Architects Professional
Association
533 West Main Street
Tupelo, MS 38804

CONTRACTOR: (Name and address)
J.P. Corp General Contractors

P.O. Box 115
Oxford, MS 38655

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

COR 7 - Revise fencing - \$921.25

COR 8 - Add changing room partitions and benches - \$2,976.60

COR 10 - Add storefront window at cashier - \$2,004.30

The original Contract Sum was

\$ 5,022,700.00

The net change by previously authorized Change Orders

\$ 66,026.05

The Contract Sum prior to this Change Order was

\$ 5,088,726.05

The Contract Sum will be increased by this Change Order in the amount of

\$ 5,902.15

The new Contract Sum including this Change Order will be

\$ 5,094,628.20

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.



ARCHITECT (Signature)

BY: Kurt Shettles, President & CEO /
Architect

(Printed name, title, and license
number if required)

April 10, 2025

Date



CONTRACTOR (Signature)

BY: Josh Parker, Owner

(Printed name and title)

4/14/25

Date

OWNER (Signature)

BY: Mayor Robyn Tannehill

(Printed name and title)

Date



CHANGE ORDER REQUEST

CONTRACTOR:
J.P. Corp General Contractors
2411 S Lamar Blvd, Suite C
Oxford, MS 38655

COR # 7

DATE 12/22/2024

PROJECT:
OXFORD CITY POOL IMPROVEMENTS

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT
1	LS	Drake Metal Works - Credit for Civil site railing	\$ (7,500.00)	\$ (7,500.00)
1	LS	Oxford Fence - adding 50' aluminum fencing	\$ 8,337.50	\$ 8,337.50

WE AGREE hereby to make the change(s) specified above at this price \$ 837.50

G.C. Overhead and Profit at 10% \$ 83.75

Taxes

Total Change Order Request \$ 921.25

Original Contract Amount	\$ 5,022,700.00
Contract Amount after approval of COR-2	\$ 5,091,386.05
Revised Contract Total	\$ 5,092,307.30

Kelly Carpenter, PM 12/22/2024
Your Name, Title Date

Accepted - The above prices and specifications of this change order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature
Date of Acceptance



JP Corp

Oxford, MS 38655

**Change Order
December 10, 2024**

City Pool – Oxford, MS

Fence (only) -Add

Approximately 50 lf of 4' high majestic 3 rail montage II along front, behind wall. All posts to be entered into earthen areas – no core drilling or hard digs (gravel, heavy rock) included.
Straight run with no gates.

Materials = \$5,350.00 - divided by 50 linear ft = \$107.00 per linear ft
Labor and Equipment Rental = \$1,900.00 - auger = \$100 per day x 2.5 days = \$250.00. Labor = 2 men
Overhead and Profit (15%) = **\$1,087.50** x 20 hours x \$41.25 per hour

Price for this project = \$8,337.50

No other fence, rail, fabrication, accessories, or staining/finishing is included other than that which is specifically listed above. Pricing assumes General Contractor will cover all taxes using a Mississippi Material Purchase Certificate. This proposal does not include any fees for obtaining approvals or variances and is only for work to be performed and actual building permit fees (if required).

Requires material deposit draw in order to lock in pricing.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practice. Any alteration or deviation from the above involving extra cost will become an extra charge over and above the estimate.

Oxford Fence Co., LLC is not responsible for establishing property lines and will erect the fence only where requested by the customer. The customer accepts full responsibility for the location of the fence and all accessories. The clearing of the lines for the construction of the fence is the responsibility of the customer. Oxford Fence Co., LLC will contact "Mississippi One Call" for location of utilities, however; customer is responsible for any customer owned service lines such as, but not limited to, irrigation, propane gas, electrical, and cable. Damage to any of the aforementioned which were not clearly marked is the sole responsibility of the customer. Any costs incurred in the collection of this account to be paid by the customer. A 4% fee will apply for any card transactions.

Accept



CHANGE ORDER REQUEST

CONTRACTOR:
J.P. Corp General Contractors
2411 S Lamar Blvd, Suite C
Oxford, MS 38655

COR # 8
DATE 1/18/2025

PROJECT:
OXFORD CITY POOL IMPROVEMENTS

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT
1	LS	Werco - 2 dressing room compartments per McCarty sketch - \$946 each	\$ 1,892.00	\$ 1,892.00
1	LS	Werco - (2) Phenolic shower seats - \$227 each	\$ 454.00	\$ 454.00
1	LS	JPCORP - installation - (2) men x \$45 per hour x 4 hours	\$ 360.00	\$ 360.00

WE AGREE hereby to make the change(s) specified above at this price \$ 2,706.00
G.C. Overhead and Profit at 10% \$ 270.60
Taxes
Total Change Order Request \$ 2,976.60

Original Contract Amount
Revised Contract Total

Kelly Carpenter, PM 1/18/2025
Your Name, Title Date

Accepted - The above prices and specifications of this change order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature
Date of Acceptance



CHANGE ORDER REQUEST

CONTRACTOR:
J.P. Corp General Contractors
2411 S Lamar Blvd, Suite C
Oxford, MS 38655

COR # 10
DATE 2/10/2025

PROJECT:
OXFORD CITY POOL IMPROVEMENTS

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT
1	LS	Acoustics - adding furring at ADA shower surrounds (2)	\$ 411.80	\$ 411.80
1	LS	Acoustics - cut opening in exterior wall for new proposed window	\$ 460.29	\$ 460.29
1	LS	Oxford Glass - new storefront window at Cashier room	\$ 950.00	\$ 950.00

WE AGREE hereby to make the change(s) specified above at this price \$ 1,822.09

G.C. Overhead and Profit at 10% \$ 182.21

Taxes

Total Change Order Request \$ 2,004.30

Original Contract Amount	\$ 5,022,700.00
Contract Amount after approval of PCO-9	\$ 5,110,449.06
Revised Contract Total	\$ 5,112,453.36

Kelly Carpenter, PM 2/10/2025
Your Name, Title Date

Accepted - The above prices and specifications of this change order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature
Date of Acceptance



Acoustics & Specialties, LLC

3929 Senator Street
MEMPHIS, TN 38118
PHONE 901-365-8450
FAX 901-365-8801

2/6/2025

Description:	Furr Out Showers				
Company:	JP Corp	Project:	Oxford City Pool	Location:	Oxford, MS

Scope of Work	UOM		Unit Cost	Total Amount		Total
Materials & Miscellaneous						
				\$152.00		
Tile Backer Board	40	SF	\$1.00	\$40.00		
2x4 studs	14	EA	\$8.00	\$112.00		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
Total Materials				\$152.00		
Taxes (7%)				\$0.00		
Subtotal				\$152.00		\$152.00
Labor						
				\$203.00		
Framing Labor	4	HR	\$40.60	\$162.40		
Hanging Labor	1	HR	\$40.60	\$40.60		
				\$0.00		
				\$0.00		
				\$0.00		
Total Labor				\$203.00		
Subtotal				\$203.00		\$203.00
Equipment						
	0	Ea	\$0.00	\$0.00		
				\$0.00		
Total Equipment				\$0.00		
Taxes (7%)				\$0.00		
Subtotal				\$0.00		\$0.00
Subtotal						\$355.00
OH & P						\$56.80
					Total	\$411.80



Acoustics & Specialties, LLC

3929 Senator Street
MEMPHIS, TN 38118
PHONE 901-365-8450
FAX 901-365-8801

2/6/2025

Description:	PR 02 Cashier Window				
Company:	JP Corp	Project:	Oxford City Pool	Location:	Oxford, MS

Scope of Work	UOM		Unit Cost	Total Amount		Total
Materials & Miscellaneous						
				\$72.00		
2x6 studsfor sill and header	3	12	\$8.00	\$24.00		
Fluid Applied Material - Liquid Flashing	2	EA	\$24.00	\$48.00		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
Total Materials				\$72.00		
Taxes (7%)				\$0.00		
Subtotal				\$72.00		\$72.00
Labor						
				\$324.80		
Demo Labor	4	HR	\$40.60	\$162.40		
Framing Labor	4	HR	\$40.60	\$162.40		
				\$0.00		
				\$0.00		
				\$0.00		
Total Labor				\$324.80		
Subtotal				\$324.80		\$324.80
Equipment						
	0	Ea	\$0.00	\$0.00		
				\$0.00		
Total Equipment				\$0.00		
Taxes (7%)				\$0.00		
Subtotal				\$0.00		\$0.00
Subtotal						\$396.80
OH & P						\$63.49
					Total	\$460.29

Oxford Glass

1307 North Lamar Blvd.
Oxford, MS 38655
Ph: 662.236.2104

Quotation- Change Order

TO: J.P. Corp General Contractors
ATTN: Josh Parker- 662.871.4880
PROJECT: Oxford City Pool

DATE: 1.30.2025

PLANS: Revisions 1.28.25 (A101, A201)

See below costs to “Add” (1) Storefront Window at East Elevation

Fabrication @ Installation of the Following:

Exterior Storefront Door and Windows

- (1) 36” x 60” Storefront Window
 - Framing: Coral FL300T, 2” x 4 ½” Thermally Broken Center Set (Clear Anodized Finish)
 - Glazing: 1” Solarban 72 on Starphire/Clear, Tempered

Total ADD- \$ 950.00

Exclusions- Equipment, MS Sales Tax, Break Metal, Final Cleaning



April 14, 2025

Mayor Robyn Tannehill
City of Oxford
107 Courthouse Square
Oxford, MS 38655

RE: Change Order 04
City of Oxford Pool Improvements
Oxford, Mississippi

Dear Mayor Tannehill:

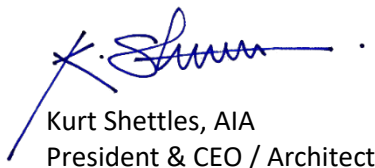
Please find attached Change Order 04 from J.P. Corp for your review and approval. Change Order 04 includes the following items which have been preapproved by the Board:

• COR 06 - Pool Expansion.	\$21,043.98
• COR 09 - Change water heaters from gas to electric	\$0.00
• COR 13 - Credit for pump room stain and metal stair nosing. Add textured paint for stair nosing.	(\$4,297.45)
• COR 14 - Increase partition heights showers.	\$5,764.00
• COR 15 - Revise front entry to add storefront doors.	\$11,051.12
• COR 16 - Adjust steel bracket at Veranda Deck due to exterior light interference.	\$3,317.60
• COR 17 - Add cameras, phones, cabling and wireless.	<u>\$82,932.78</u>
Total Change Order 04	\$119,812.03

This change order does not include a request for additional days. Substantial Completion Date will remain May 16, 2025.

Feel free to contact me should you have any questions.

Regards,



Kurt Shettles, AIA
President & CEO / Architect

KS:br

c: Mark Levy, City of Oxford
23034.530

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Oxford City Pool Improvements
220 Washington Avenue
Oxford, MS 38655

CONTRACT INFORMATION:
Contract For: General Construction
Date: 06-03-2024

CHANGE ORDER INFORMATION:
Change Order Number: 004
Date: 04-14-2025

OWNER: *(Name and address)*
City of Oxford

107 Courthouse Square
Oxford, MS 38655

ARCHITECT: *(Name and address)*
McCarty Architects Professional
Association
533 West Main Street
Tupelo, MS 38804

CONTRACTOR: *(Name and address)*
J.P. Corp General Contractors
P.O. Box 115
Oxford, MS 38655

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

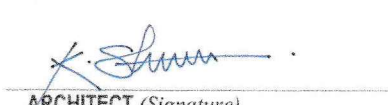
COR 06 - Pool Expansion. \$21,043.98
COR 09 - Change water heaters from gas to electric - \$0.00
COR 13 - Credit for pump room stain and metal stair nosing. Add textured paint for stair nosing. (\$4,297.45)
COR 14 - Increase partition heights showers. \$5,764
COR 15 - Revise front entry to add storefront doors. \$11,051.12
COR 16 - Adjust steel bracket at Veranda Deck due to exterior light interference. \$3,317.60
COR 17 - Add cameras, phones, cabling, and wireless. \$82,932.78

The original Contract Sum was	\$ 5,022,700.00
The net change by previously authorized Change Orders	\$ 71,928.20
The Contract Sum prior to this Change Order was	\$ 5,094,628.20
The Contract Sum will be increased by this Change Order in the amount of	\$ 119,812.03
The new Contract Sum including this Change Order will be	\$ 5,214,440.23

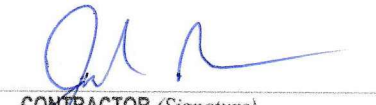
The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.


ARCHITECT *(Signature)*
BY: Kurt Shettles, President & CEO /
Architect
*(Printed name, title, and license
number if required)*

14APR25
Date


CONTRACTOR *(Signature)*
BY: Josh Parker, Owner
(Printed name and title)

4/14/25
Date

OWNER *(Signature)*
BY: Mayor Robyn Tannehill
(Printed name and title)

Date



CHANGE ORDER REQUEST

CONTRACTOR:

J.P. Corp General Contractors
2411 S Lamar Blvd, Suite C
Oxford, MS 38655

COR # 6rv.1

DATE 1/3/2025

PROJECT:

OXFORD CITY POOL IMPROVEMENTS

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT
1	LS	G&O - 50' additional trench materials and Labor for trench drains, grate, accessories plus additional freight charges.	\$ 7,542.89	\$ 7,542.89
1	LS	JP. Corp - Concrete - turndown curb material, concrete curb labor, 346 sq ft deck material, 346 sq ft deck labor.	\$ 6,084.00	\$ 6,084.00
1	LS	Custom Dirt - deck extension and pipe realignment	\$ 3,152.00	\$ 3,152.00
1	LS	Wayne Kelly - Decorative Concrete Company - Cleaning, prepping, and applying texture material for approx 588 sf pool deck. SGM Spraydeck Systems Southcrete.	\$ 2,352.00	\$ 2,352.00

WE AGREE hereby to make the change(s) specified above at this price \$ 19,130.89

G.C. Overhead and Profit at 10% \$ 1,913.09

Taxes

Total Change Order Request \$ **21,043.98**

Original Contract Amount \$ 5,022,700.00

Contract Amount after approval of COR-2 \$ 5,091,386.05

Revised Contract Total \$ **5,112,430.03**

Kelly Carpenter, PM

1/3/2025

Your Name, Title

Date

Accepted - The above prices and specifications of this change order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature

Date of Acceptance



CHANGE ORDER REQUEST

CONTRACTOR:

J.P. Corp General Contractors
2411 S Lamar Blvd, Suite C
Oxford, MS 38655

COR # 9rv.1

DATE 2/10/2025

PROJECT:

OXFORD CITY POOL IMPROVEMENTS

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT
1	LS	Advance Electric - credit for omitted circuit	\$ (1,212.40)	\$ (1,212.40)
1	LS	Advance Electric - added circuit for electric water heater	\$ 2,328.97	\$ 2,328.97
1	LS	Contractor credit	(\$176.50)	(\$176.50)
1	LS	Upchurch - Credit for gas piping	\$ (940.07)	\$ (940.07)

WE AGREE hereby to make the change(s) specified above at this price \$ -

G.C. Overhead and Profit at 10% \$ -

Taxes

Total Change Order Request \$ -

Original Contract Amount	\$ 5,022,700.00
Contract Amount after approval of PCO-06	\$ 5,109,770.03
Revised Contract Total	\$ 5,109,770.03

Kelly Carpenter, PM

2/10/2025

Your Name, Title

Date

Accepted - The above prices and specifications of this change order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature

Date of Acceptance



Upchurch
2090 Old Taylor Rd
Oxford, MS 38655
Phone: (901) 388-0333

February 6th, 2025

JP Corp
Oxford, MS 38655

Attn: Kelly Carpenter

RE: Oxford City Pool Improvements – CHANGE ORDER #3

Upchurch is pleased to provide the following proposal for the above referenced project change in scope of work:

❖ Provide services per requested change order	
❖ Replace Tankless Heaters with Tank Heater	
❖ <u>Price Breakdown</u>	
❖ Tankless Heater Refund	\$(3,169.75)
❖ <u>Tank Heater Cost</u>	\$ 3,795.16
❖ Subtotal Cost	\$ 625.41
❖ 10% Overhead	\$ 62.54
❖ 6% Profit	\$ 37.52
❖ Subtotal	\$ 725.47
❖ Total Cost Change Request #	\$ 725.47

Gas Piping Deduct:

❖ Field Install Labor (16) hours @ \$85.00/hour \$	\$(1,360.00)
❖ 60' - 1 1/4" gas pipe	\$ (112.14)
❖ <u>Flue Piping PVC</u>	\$ (193.40)
❖ Subtotal Cost	\$(1,665.54)

Total Deduct:

❖ Tankless to Tank CO	\$ 725.47
❖ <u>Gas Piping Deduct</u>	<u>\$ 1,665.54</u>
❖ Total Deduct	<u>\$ (940.07)</u>

Exclusions / Clarifications:

- Overtime / Bonding / Permits
- Additional Roof/Wall/Floor Painting, Patching, or Penetrations
- Asbestos and / or lead abatement
- Electrical / Fire protection / Life Safety
- Any work not specifically listed above.
- Terms – Net 30 Days

Accepted: The prices, specifications and conditions are accepted, and Upchurch is authorized to do the work as specified. This proposal is valid for 15 days provided there are no increases in supplier prices for services, materials, or equipment.

Authorized Signature

Matt Bozarth
Project Manager
Upchurch Services

SOUTHERN
PIPE & SUPPLY

HLK
6935 HIGHWAY 51 N
PO BOX 615 (38637)
HORN LAKE, MS 38637
Phone: 6623931922

Quote		
Number	Date	Page
25543.1	12/17/2024	1
OXFORD CITY POOL REVISED WATER HEATER		

Q U O T E D T O	UPCHURCH SERVICES, LLC 1792 DANCY BLVD PO BOX 709 HORN LAKE, MS 38637-1917		S H I P T O	UPCHURCH SERVICES - HORN LAKE 1887 SARTAIN DR HORN LAKE PLUMBING SALES HORN LAKE, MS 38637-1422	
	Contact	Quoted By		Customer #	Bid Date
	FLOYD YORK	Ben Smith		7066820	
	PO #	Terms		Ship Via	Expiration Date
		2%10,Net30		Customer P/U	01/16/2025

QTY	PRODUCT	DESCRIPTION	PRICE	PER	EXTENSION
1.00	RHELD80-FTB	ELEC 80GAL, 12W, 240V, 3PH, 50 AMP	\$3,745.16	EA	\$3,745.16
ZLA NONTAX FREIGHT					\$50.00

Thank you for the opportunity to quote this project. Material availability is based on manufacturers scheduling at time of release. Taxes not included. Thank you for considering our proposal. See terms and conditions at www.southernpipe.com	MERCHANDISE	\$3,745.16
	ADD-ON CHARGES	\$50.00
	TOTAL	\$3,795.16

HLK
6935 HIGHWAY 51 N
PO BOX 615 (38637)
HORN LAKE, MS 38637
Phone: 6623931922

Quote		
Number	Date	Page
19346.1	06/05/2024	1
OXFORD CITY POOL		

Q U O T E T O UPCHURCH SERVICES, LLC 1792 DANCY BLVD PO BOX 709 HORN LAKE, MS 38637-1917		S H I P T O UPCHURCH SERVICES, LLC 1792 DANCY BLVD PO BOX 709 HORN LAKE, MS 38637-1917	
Contact	Quoted By	Customer #	Bid Date
	Wade Burns	7066820	
PO #	Terms	Ship Via	Expiration Date
	2%10,Net30	Customer P/U	07/03/2024

QTY	PRODUCT	DESCRIPTION	PRICE	PER	EXTENSION
WC-1 - WATER CLOSET					
1.00	K96057WH	Highcliff Toilet Bowl ADA EL Top Spud 1.0-1.6		EA	
1.00	307004 GEM2	SLOAN 111-1.6-XL PISTON TYPE EXPOSED TOP SPUD WATER CLISSET FLUSHOMETER		EA	
1.00	SVBF72A1F9	3396075 TRAP PRIMER 9-1/2" VB		EA	
1.00	CEN500STSCCWH	OPEN FRONT LESS COVER SEAT W/CHK HINGE		EA	
			Subtotal		
WC-2 - WATER CLOSET					
1.00	K96053WH	Wellcomme Toilet Bowl EL Top Spud Ultra		EA	
1.00	307004 GEM2	SLOAN 111-1.6-XL PISTON TYPE EXPOSED TOP SPUD WATER CLISSET FLUSHOMETER		EA	
1.00	CEN500STSCCWH	OPEN FRONT LESS COVER SEAT W/CHK HINGE		EA	
			Subtotal		
U-1 - URINAL					
1.00	K4991ETWH	Bardon 18x27 Urinal Top Spud Wash Down 0.125-1.0		EA	
1.00	3072606 GEM2	186-1 SLOAN EXPOSED TOP SPUD URINAL FLUSHOMETER		EA	
1.00	Z1222	WALL URINAL SUPPORT SYS		EA	
			Subtotal		
L-1 - ADA LAV					

QTY	PRODUCT	DESCRIPTION	PRICE	PER	EXTENSION
1.00	K2032WH	Greenwich 20x18 Lavatory 4" W/H + Splash		EA	
1.00	857-E2805-665PSHAB	CHICAGO FAUCET METERING FAUCET		EA	
1.00	ZW3870XLT	3/8" COMP THERMOSTATIC MIXING VALVE		EA	
1.00	WGSCP17JU	1-1/4X6 17 GA CHR OFFSET WHEELCHAIR GRID STRAINER		EA	
1.00	PTCOC17J	1-1/4 17 GA CP P-TRAP W/ CLEANOUT		EA	
2.00	BRPLB100XP	1/4 TURN ANGLE STOP 1/2 NOM COMP X 3/8 OD COMP		EA	
2.00	MTNSSF20	3/8"ODX20" SS LAV CONN BRAIDED 3820BSS 2244		EA	
2.00	CTSLECPD	1/2 CTS CP LOW PATTERN ESCUTCHEON LPF058		EA	
1.00	Z89463NT	R900-04 COMBO KIT TRAP, 2 SUPP, 1 DRN		EA	
			Subtotal		
S-1 - SINK					
1.00	EPSR25223	SS 20 GA 3-H SGL BOWL SINK PSR-2522-3		EA	
1.00	2304-GN10ASWGE35AB	CHICAGO FAUCETS SINK FAUCET		EA	
1.00	ELK99	SS BASKET STRAINER LK-99		EA	
1.00	PTCOS17L	1-1/2 17 GA SATIN P-TRAP WITH CLEANOUT		EA	
2.00	BRPLB100XP	1/4 TURN ANGLE STOP 1/2 NOM COMP X 3/8 OD COMP		EA	
2.00	MTNSSF20	3/8"ODX20" SS LAV CONN BRAIDED 3820BSS 2244		EA	
1.00	CTSLECPD	1/2 CTS CP LOW PATTERN ESCUTCHEON LPF058		EA	
			Subtotal		
SS-1 - SERVICE SINK					
1.00	SBC-1700	STERN-WILLIAMS 24" X 24" SS MOP BASIN		EA	
1.00	540-LD897WXF317XKC	CHICAGO FAUCETS SREVICE SINK FAUCET		EA	
			Subtotal		
SH-1 - SHOWER					
1.00	SD03636MD.010	36 X 36 SWANSTONE CORNER SHOWER PAN WITH CENTER DRAIN IN WHITE		EA	
1.00	SMMK84-3636.010	36 X 36 X 84 SWANSTONE SMOOTH GLUE UP SHOWER WALL KIT IN WHITE		EA	
1.00	SH-PB1-07-000	CHICAGO PRESSURE BALANCING TUB AND SHOWER SYSTEM		EA	
1.00	FD2275-BR2	ZURN BRASS SHOWER DRAIN		EA	
			Subtotal		
SH-2 - ADA SHOWER					

QTY	PRODUCT	DESCRIPTION	PRICE	PER	EXTENSION
1.00	SB03462.010	SWANSTONE TRENCH BASE 6234 WHITE		EA	
1.00	SMMK843462.010	SWANSTONE SMOOTH KIT WHITE		EA	
1.00	SH-PB1-17-014	CHICAGO PRESSURE BALANCING TUB AND SHOWER VALVE WITH SHOWER HEAD		EA	
1.00	FD2275-BR2	ZURN BRASS SHOWER DRAIN		EA	
			Subtotal		
FPHB-1 - FROST PROOF HOSE BIB					
1.00	HY-725 6"-8"	WATTS NON-FREEZE WALL HYDRANT WITH NB BOX/LOOSE KEY		EA	
1.00	HY-725 10"-14"	WATTS NON-FREEZE WALL HYDRANT WITH NB BOX/LOOSE KEY		EA	
HB-1 - HOSE BIB					
1.00	24P3/4-BR	WOODFORD MODEL 24 WALL FAUCET P 3/34 INLET ROUGH BRASS		EA	
			Subtotal		
IMB-1 - ICE MAKER BOX					
1.00	SSIB1	GUY GRAY SS ICE MAKER BOX		EA	
			Subtotal		
YH-1 - YARD HYDRANT					
1.00	Y34-2	WOODFORD MODEL Y34 YARD HYDRANT 2 FEET		EA	
			Subtotal		
TMV-1 - MIXING VALVE					
1.00	LFIS075VL	POWERS 3/4" INTELLISTATION JR DIGITAL WATER MIXING VALVE WITH BAS SUPPORT		EA	
			Subtotal		
FD-1 - FLOOR DRAIN					
1.00	FD-100-A5-7 2"-4"	WATTS FLOOR DRAIN WITH ROUND NB STRAINER AND TPT		EA	
			Subtotal		
FGCO-1 - FLUSH GRADE CLEANOUT					
1.00	CO-200-RX-4 2"	WATTS CLEANOUT WITH HEAVY DUTY ROUND DI TOP		EA	
1.00	CO-200-RX-4 3"	WATTS CLEANOUT WITH HEAVY DUTY ROUND DI TOP		EA	
1.00	CO-200-RX-4 4"	WATTS CLEANOUT WITH HEAVY DUTY ROUND DI TOP		EA	
WCO-1 - WALL CLEANOUT					
1.00	CO-590-RD 2"	WATTS BRASS CLEANOUT PLUG WITH SS COVER		EA	
1.00	CO-590-RD 3"	WATTS BRASS CLEANOUT PLUG WITH SS COVER		EA	
1.00	CO-590-RD 4"	WATTS BRASS CLEANOUT PLUG WITH SS COVER		EA	

QTY	PRODUCT	DESCRIPTION	PRICE	PER	EXTENSION
1.00	CO-590-RD 5"	WATTS BRASS CLEANOUT PLUG WITH SS COVER		EA	
1.00	CO-590-RD 6"	WATTS BRASS CLEANOUT PLUG WITH SS COVER		EA	
WH-1 - WATER HEATER					
1.00	NAVNPE240A2	Tankless Water Heater 11.2 gpm Nat/LP 199k BTU	\$1,458.82	each	\$1,458.82
1.00	BRTWV30RX	ISOLATOR KIT FOR TANKLESS WATER HEATER	\$62.52	EA	\$62.52
1.00	NAV30014367B	2" Common Vent Collar Kit w/ Backflow Damper	\$44.29	EA	\$44.29
1.00	ETPLT5	EXPANSION TANK (PLT-5)	\$18.76	EA	\$18.76
			Subtotal		\$1,584.39
WH-2 - WATER HEATER					
1.00	NAVNPE240A2	Tankless Water Heater 11.2 gpm Nat/LP 199k BTU	\$1,458.82	each	\$1,458.82
1.00	BRTWV30RX	ISOLATOR KIT FOR TANKLESS WATER HEATER	\$62.52	EA	\$62.52
1.00	NAV30014367B	2" Common Vent Collar Kit w/ Backflow Damper	\$44.29	EA	\$44.29
1.00	ETPLT5	EXPANSION TANK (PLT-5)	\$18.76	EA	\$18.76
			Subtotal		\$1,584.39
HWRP-1 - CIRC PUMP					
1.00	GRF92603110	SS 15-55 Pump+AquaStat & Timer 115v Var 2-BoltFlg		EA	
1.00	GRF519651	3/4 BRONZE FLANGE SET		EA	
			Subtotal		

Thank you for the opportunity to quote this project. Material availability is based on manufacturers scheduling at time of release. Taxes not included. Thank you for considering our proposal. See terms and conditions at www.southernpipe.com	MERCHANDISE	
	ADD-ON CHARGES	
	TOTAL	

PROPOSAL



To: J P Corp Construction

Attn:
Kelly Carpenter

PHONE:	Date:
662-801-8405	1/21/2025
JOB NAME / LOCATION	
Oxford City Pool Improvements ASI #5	
JOB NUMBER: 30840 Revised RFC-1	

We hereby submit estimates for the following work:

-Labor and material to provide 1 30A 3PH circuit to 1 water heater.

-Includes:

- OMITED CIRCUIT LB-75
- ADDED DISCONNECT AND CIRCUIT LA-14,16,18

-Excludes:

- **Water heater. Or any power for a recirculating pump if one is provided.**

-Credit for omitted circuit:

- Material - \$374.19
- Labor - \$748.40
- 8% Mark-up - \$89.81
- **Total - \$1,212.40**

Per spec section 7.3.8 The amount of credit to be given by the contractor to the owner for a deletion or change which results in a net decrease in the contract sum shall be the actual net cost plus a reasonable allowance for overhead and profit.

-Price for added circuit for water heater:

- Material - \$1,082.53
- Labor - \$925.20
- 16% Mark-up - \$321.24
- **Total - \$2,328.97**

-Difference:

- **Total - \$1,116.57**

ASI #5

Description	Quantity	Net Cost	Unit	Unit #	\$/Unit	Total Material	Total Hours
3/4" CONDUIT - EMT	70	80.03	C	100	\$ 0.8003	\$ 56.02	2.24
3/4" CONN COMP STL - EMT	4	78.67	C	100	\$ 0.7867	\$ 3.15	0.52
3/4" COUPLING COMP STL - EMT	7	133.62	C	100	\$ 1.3362	\$ 9.35	0.63
3/4" 1-H STRAP - RMC - STEEL	8	22.00	C	100	\$ 0.2200	\$ 1.76	0.43
3/4" FLEX - LIQUIDTIGHT METALLIC - GRAY	6	227.55	C	100	\$ 2.2755	\$ 13.65	0.3
3/4" CONN STRAIGHT INSUL - LIQUIDTIGHT DIECAST	2	886.69	C	100	\$ 8.8669	\$ 17.73	0.34
# 8 THHN BLACK	90	462.50	M	1000	\$ 0.4625	\$ 41.63	0.63
# 8 THHN RED	90	462.90	M	1000	\$ 0.4629	\$ 41.66	0.63
# 8 THHN BLUE	90	463.40	M	1000	\$ 0.4634	\$ 41.71	0.63
#10 THHN GREEN	90	261.80	M	1000	\$ 0.2618	\$ 23.56	0.51
WIRE CONN RED	3	22.60	C	100	\$ 0.2260	\$ 0.68	0.18
4 11/16x 2 1/8" SQ BOX COMB KO	1	250.00	C	100	\$ 2.5000	\$ 2.50	0.25
4 11/16" SQ BLANK COVER	1	811.06	C	100	\$ 8.1106	\$ 8.11	0.03
50A 3P BREAKER BOLT-ON	1	622.52	E	1	\$ 622.5200	\$ 622.52	0.4
60A 250/600V DSN SW NON-FUS - NEMA 1	1	198.50	E	1	\$ 198.5000	\$ 198.50	1.4
			C	100	\$ -	\$ -	
			C	100	\$ -	\$ -	
Total					\$	1,082.53	9.12 Hrs

Total Hours Labor Rate Labor Cost
9.12 101.447368 \$925.20

CREDIT

Description	Quantity	Net Cost	Unit	Unit #	\$/Unit	Total Material	Total Hours
3/4" CONDUIT - EMT	70	80.03	C	100	\$ 0.8003	\$ 56.02	2.24
3/4" CONN COMP STL - EMT	4	78.67	C	100	\$ 0.7867	\$ 3.15	0.52
3/4" COUPLING COMP STL - EMT	7	133.62	C	100	\$ 1.3362	\$ 9.35	0.63
3/4" 1-H STRAP - RMC - STEEL	8	22.00	C	100	\$ 0.2200	\$ 1.76	0.43
#10 THHN SOLID BLACK	80	631.51	M	1000	\$ 0.6315	\$ 50.52	0.5
#10 THHN SOLID WHITE	80	633.63	M	1000	\$ 0.6336	\$ 50.69	0.5
#10 THHN SOLID GREEN	80	632.19	M	1000	\$ 0.6322	\$ 50.58	0.5
WIRE CONN RED	6	22.60	C	100	\$ 0.2260	\$ 1.36	0.36
4x 2 1/8" SQ BOX 3/4" KO	3	682.95	C	100	\$ 6.8295	\$ 20.49	0.69
4" SQ 1G PLSTR RING 5/8" RISE	2	258.01	C	100	\$ 2.5801	\$ 5.16	0.05
4" SQ BLANK COVER	1	150.32	C	100	\$ 1.5032	\$ 1.50	0.03
1G DUPLEX REC PLATE - PLASTIC IVY	2	50.37	C	100	\$ 0.5037	\$ 1.01	0.05
20A 125V DUP REC - IVY (SG)	2	2,176.00	C	100	\$ 21.7600	\$ 43.52	0.4
20A 1P BREAKER BOLT-ON	1	79.09	E	1	\$ 79.0900	\$ 79.09	0.15
			C	100	\$ -	\$ -	
			C	100	\$ -	\$ -	
Total					\$	374.19	7.05 Hrs

Total Hours	Labor Rate	Labor Cost
7.05	106.156028	\$748.40



CHANGE ORDER REQUEST

CONTRACTOR:

J.P. Corp General Contractors
2411 S Lamar Blvd, Suite C
Oxford, MS 38655

COR # 13

DATE 2/27/2025

PROJECT:

OXFORD CITY POOL IMPROVEMENTS

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT
1	LS	Acoustics - paint 3" Tuff Grip Extreme nosing on 15 treads	\$ 799.02	\$ 799.02
1	LS	Acoustics - stain veranda concrete (500 sf)	\$ 1,740.00	\$ 1,740.00
1	LS	Acoustics - Credit back on staining Pool Pump room	\$ (5,790.72)	\$ (5,790.72)
1	LS	JPCorp - credit back for labor to install nosings. 1 guy x 2 hrs x \$45 per hour	\$ (90.00)	\$ (90.00)
1	LS	JPCorp - Credit back for stair nosings material	\$ (955.75)	\$ (955.75)

WE AGREE hereby to make the change(s) specified above at this price \$ (4,297.45)

G.C. Overhead and Profit at 10% _____

Taxes _____

Total Change Order Request \$ (4,297.45)

Original Contract Amount	\$ 5,022,700.00
Contract Amount after approval of PCO-10	\$ 5,112,453.36
Revised Contract Total	\$ 5,108,155.91

Kelly Carpenter, PM

2/27/2025

Your Name, Title

Date

Accepted - The above prices and specifications of this change order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature _____

Date of Acceptance _____



Acoustics & Specialties, LLC

3929 Senator Street
MEMPHIS, TN 38118
PHONE 901-365-8450
FAX 901-365-8801

2/25/2025

Description:	Alt 4 and Stone Center Contracting Stair Nosing				
Company:	JP Corp	Project:	Oxford City Pool	Location:	Oxford, MS

Scope of Work	UOM		Unit Cost	Total Amount		Total
Materials & Miscellaneous						
				\$370.00		
Tuff Grip Extreme	2	Gallons	\$185.00	\$370.00		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
Total Materials				\$370.00		
				Taxes (7%)	\$25.90	
Subtotal				\$370.00		\$370.00
Labor						
				\$324.80		
Paint Concrete Labor	8	HR	\$40.60	\$324.80		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
Total Labor				\$324.80		
Subtotal				\$324.80		\$324.80
Equipment						
	0	Ea	\$0.00	\$0.00		
				\$0.00		
Total Equipment				\$0.00		
				Taxes (7%)	\$0.00	
Subtotal				\$0.00		\$0.00
Subtotal						694.80
				OH & P		104.22
				Total		799.02

Cart

Proceed to Checkout

Delivery Method

Ship

Pickup

Ship Availability

Showing product availability for ZIP Code 38655

Change

My Products

Clear Cart

Reference Info

WOOSTER

Stair Nosing: Cross-Hatch, Aluminum, Gray, 1/4 in Nose Ht

Item # 2TVD6

Availability

Ships from supplier. Expected to arrive on or before **Wed. Mar 19.**

Qty15

Remove

Web Price

\$61.72 / each

Total \$925.80

Order Summary	
Subtotal	\$925.80
Estimated Tax	N/A
Estimated Shipping	\$29.95
Estimated Total	\$955.75
Availability, shipping, tax & promotions are not final until you complete your order.	

199 of 272

Products You Have Recently Viewed



Stair Nosing: Cross-Hatch, Aluminum,
3 in Dp, Gray, 1/4 in Nose Ht

Item 2TVD6 Mfr. Model AG101.3-3

Save money on this similar product!



Stair Edging: Ribbed, Aluminum,
Wd, 1 1/8 in Dp, Silver, 1 1/8 in Nose Ht

[Compare Products](#)

Web Price

\$21.50 / each

Qty
1

Add to Cart

Web Price

\$61.72 / each

Qty
1

Add to Cart

☒ Ship

☐ Pickup

Ships from supplier. Expected to arrive on or before
Thu. Mar 20.

Ship to 38655 | [Change](#)

Shipping Weight 3.3 lbs

[Ship Availability Terms](#)

[Add to List](#)

Product Details

Brand **WOOSTER**

Color **Gray**

Material **Cast Aluminum**

Depth **3 in**

Width **36 in**

Installation Method **Fasteners**

Thickness **5/16 in**

Surface Design **Cross-Hatch**

Indoor/Outdoor **Indoor; Outdoor**

Nose Height **1/4 in**

For Surface Type **Existing Concrete; Steel Stairs**

ADA Compliant **Yes**

Resistance Properties **Corrosion Resistant**

Series **ALUMOGRIT® 101**

Standards **ASTM**

Stripe Pattern **Cross-Hatch**

Traffic Type **Heavy**

Manufacturer Part Number **AG101.3-3**

Series **ALUMOGRIT(R) 101**

Installation Equipment Included **No**

Nose Style **Square**

Product Type **Anti-Slip Stair Nosing**

Two Stage Installation **No**

Grit Level **20 Grit**

UNSPSC **31201513**

Country of Origin **USA (subject to change)**

Product Description

The cast cross-hatch design on these nosings provides extreme wear resistance in corrosive or rugged indoor or outdoor environments.

Catalog Page **1807**

Compliance & Restrictions



This item is manufactured or supplied by a minority, woman, veteran, or disadvantaged vendor.

Documents



[101Wing Spec Sheet](#)



Alternate Products



Stair Edging: Ribbed, Aluminum,
Fastener-Installed, 36 in Wd, 1
1/8 in Dp, Silver, 1 1/8 in Nose Ht

Item 2RRW3

Web Price

\$21.50 / each

Qty
1

Add to Cart



Stair Nosing: Cross-Hatch,
Aluminum, Fastener-Installed, 48
in Wd, 3 in Dp, Gray, 1/4 in Nose
Ht

Item 2TVD7

Web Price

\$85.19 / each

Qty
1

Add to Cart



Stair Nosing: Cross-Hatch,
Aluminum, Fastener-Installed, 60
in Wd, 3 in Dp, Gray, 1/4 in Nose
Ht

Item 2TVD8

Web Price

\$106.51 / each

Qty
1

Add to Cart



Acoustics & Specialties, LLC

3929 Senator Street
MEMPHIS, TN 38118
PHONE 901-365-8450
FAX 901-365-8801

2/20/2025

Description:	Pumphouse Concrete Stain Credit				
Company:	JP Corp	Project:	Oxford City Pool	Location:	Oxford, MS

Scope of Work	UOM		Unit Cost	Total Amount		Total
Materials & Miscellaneous						
				(\$2,496.00)		
Poolhouse Stained Concete Walls	-1030	SF	\$1.00	(\$1,030.00)		
Poolhouse Stained Concete Floor and Ceiling	-1466	SF	\$1.00	(\$1,466.00)		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
Total Materials				(\$2,496.00)		
Taxes (7%)				\$0.00		
Subtotal				(\$2,496.00)		(\$2,496.00)
Labor						
				(\$2,496.00)		
Stained Concrete Labor	-2496	SF	\$1.00	(\$2,496.00)		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
Total Labor				(\$2,496.00)		
Subtotal				(\$2,496.00)		(\$2,496.00)
Equipment						
	0	Ea	\$0.00	\$0.00		
				\$0.00		
Total Equipment				\$0.00		
Taxes (7%)				\$0.00		
Subtotal				\$0.00		\$0.00
Subtotal						(\$4,992.00)
OH & P						(\$798.72)
					Total	(\$5,790.72)



Acoustics & Specialties, LLC

3929 Senator Street
MEMPHIS, TN 38118
PHONE 901-365-8450
FAX 901-365-8801

2/20/2025

Description:	Veranda Concrete Stain pricing				
Company:	JP Corp	Project:	Oxford City Pool	Location:	Oxford, MS

Scope of Work	UOM		Unit Cost	Total Amount		Total
Materials & Miscellaneous						
				\$500.00		
Veranda Floor Stained Concete	500	SF	\$1.00	\$500.00		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
Total Materials				\$500.00		
Taxes (7%)				\$0.00		
Subtotal				\$500.00		\$500.00
Labor						
				\$1,000.00		
Stained Concrete Labor	500	SF	\$2.00	\$1,000.00		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
Total Labor				\$1,000.00		
Subtotal				\$1,000.00		\$1,000.00
Equipment						
	0	Ea	\$0.00	\$0.00		
				\$0.00		
Total Equipment				\$0.00		
Taxes (7%)				\$0.00		
Subtotal				\$0.00		\$0.00
Subtotal						\$1,500.00
OH & P						\$240.00
					Total	\$1,740.00



CHANGE ORDER REQUEST

CONTRACTOR:

J.P. Corp General Contractors
2411 S Lamar Blvd, Suite C
Oxford, MS 38655

COR # 14

DATE 3/8/2025

PROJECT:

OXFORD CITY POOL IMPROVEMENTS

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT
1	LS	Werco - Scranton - Swapping from 55" to 66" high (6) shower/ changing compartments, (2) added 66" tall Wall hung toilet Partitions Doors.	\$ 8,213.00	\$ 8,213.00
1	LS	Werco - Accurate Toilet Partitions - Credit back for 55" tall Accurate Toilet Partitions at (4) shower areas.	\$ (3,333.00)	\$ (3,333.00)
1	LS	JPCORP - installation of added toilet room doors - (2) men x \$45 per hour x 4 hours for toilet room doors. Remove existing HM door frame	\$ 360.00	\$ 360.00

WE AGREE hereby to make the change(s) specified above at this price \$ 5,240.00

G.C. Overhead and Profit at 10% \$ 524.00

Taxes

Total Change Order Request \$ 5,764.00

Original Contract Amount \$ 5,022,700.00

Revised Contract Amount after approval of PCO-10 \$ 5,107,762.29

Revised Contract Total \$ 5,113,526.29

Kelly Carpenter, PM

3/8/2025

Your Name, Title

Date

Accepted - The above prices and specifications of this change order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature

Date of Acceptance

WERCO BUILDING SPECIALTIES, INC.

9445 Lindale Ave. P.O. Box 15763 Baton Rouge, Louisiana 70895

(225) 927-8376 Fax (225) 927-8378

www.wercospecs.com

Page 1 of 1

To JP Corp General Contractors
P.O. Box 115
Oxford, MS 38655

Quote Number: 256512

Date: 2/26/2025

Project: Oxford City Pool

Location: Oxford, Ms

Architect: McCarty

We propose to furnish the following material for the account of Werco Building Specialties, Inc.:

Description	Manufacturer	Price
Toilet Partitions	Scranton Products	\$10,105.00
(6) Shower Compartments (2) Wall Hung Partition Doors Quoting Floor Mounted Headrail Braced - NFPA 286 Fire Rated Material - 66" Doors and Panels Heat Sinc Not Available		
Toilet Partitions	Accurate Partitions	\$4,392.00
(4) Toilet Compartments (1) Wall Hung Urinal Screen Quoting Floor Mounted Headrail Braced - NFPA 286 Fire Rated Material - 55" Doors and Panels		
Toilet Accessories	ASI	\$454.00
(2) Solid Phenolic 18" Shower Seats		

New Total For Toilet Partition Amount \$14,497.00 Minus Original Amount of \$7,725.00 = \$6,772.00

Added Cost Add for the (2) Shower Seats \$454.00

Total Change Order Due \$7,226.00

Addenda Received:

Note: All of the above materials are furnished only. No tax is included. Proposal is subject to escalation and renegotiation after 30 days from date of our proposal.

Firm Name _____

By _____

Accepted _____

Delivery F.O.B. Factory Full Freight Allowed

Respectfully Submitted,

By _____

Cindy Slay

Please sign and return one copy

Note: Any deviations from above will require repricing.

WERCO BUILDING SPECIALTIES, INC.

"A BUILDING SPECIALTY DISTRIBUTOR SINCE 1975."



AIA® Document G709™ – 2018

Proposal Request

PROJECT: (name and address)
Oxford City Pool Improvements

220 Washington Avenue
Oxford, MS 38655

CONTRACT INFORMATION:
Contract For:
General Construction
Date:

Architect's Project Number: 23034
Proposal Request Number: 03

Proposal Request Date: 02-19-2025

OWNER: (name and address)
City of Oxford

107 Courthouse Square
Oxford, MS 38655

ARCHITECT: (name and address)
McCarty Architects Professional
Association
533 West Main Street
Tupelo, MS 38804

CONTRACTOR: (name and address)
J.P. Corp General Contractors

P.O. Box 115
Oxford, MS 38655

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Ten (10) days or notify the Architect in writing of the anticipated date of submission.

(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

Remove hollow metal doors and frames from Restrooms 108 and 114.

Install toilet partitions as indicated on plan. Materials, accessories, and heights of doors to match the adjacent shower stalls.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT

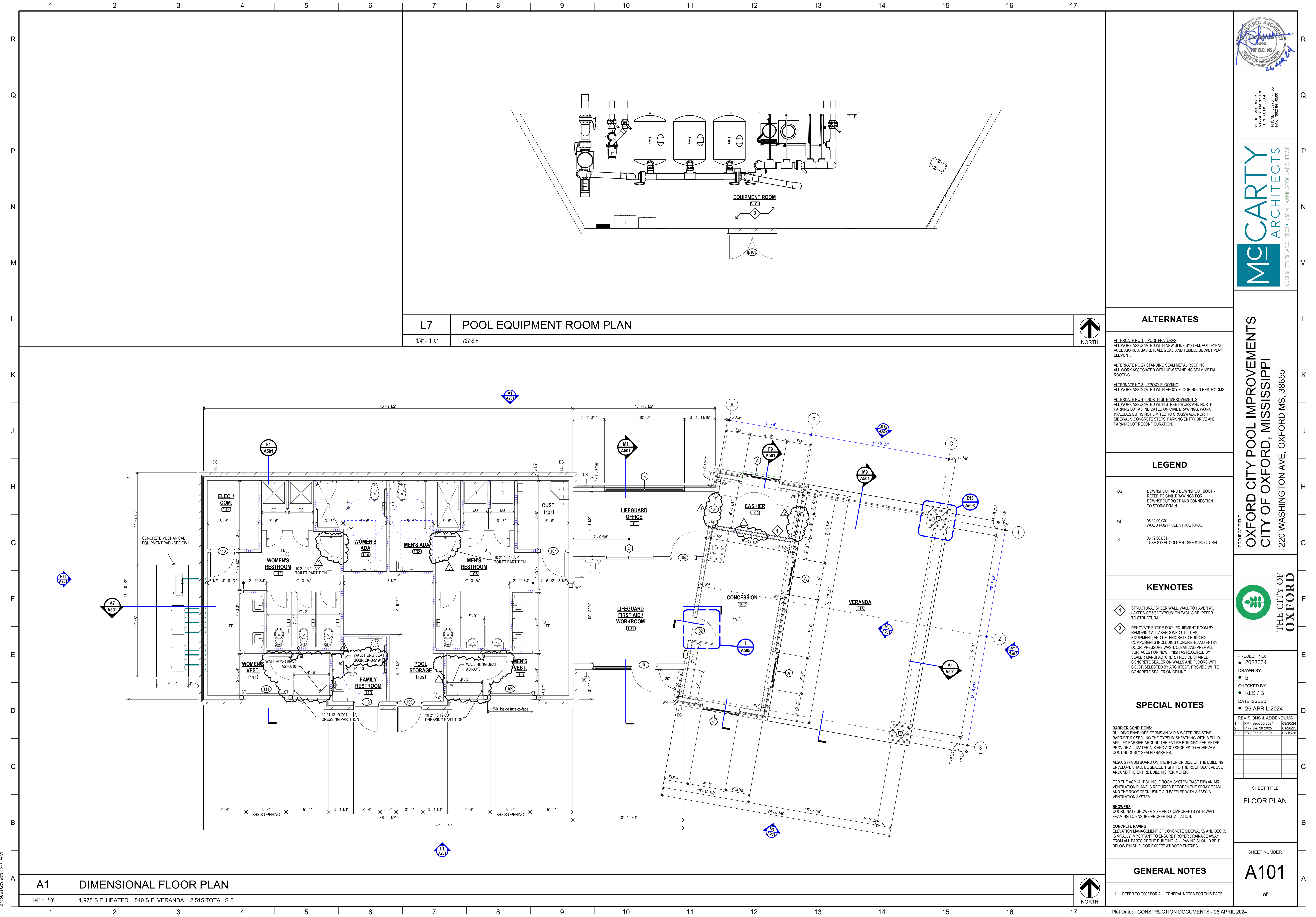
B. Rossetti

ARCHITECT (Signature)

BY: Benjamin Rossetti, Architect

(Printed name, title, and license number if required)

2/19/2025 9:51:47 AM



L7 **POOL EQUIPMENT ROOM PLAN**

1/4" = 1'-0"

727 S.F.

NORTH

ALTERNATES	
ALTERNATE NO. 1 - POOL FEATURES ALL WORK ASSOCIATED WITH NEW SLIDE SYSTEM, VOLLEYBALL ACCESSORIES, BASKETBALL GOAL, AND TUMBLE BUCKET PLAY ELEMENT. ALTERNATE NO. 2 - STANDING SEAM METAL ROOFING ALL WORK ASSOCIATED WITH NEW STANDING SEAM METAL ROOFING. ALTERNATE NO. 3 - EPOXY FLOORING ALL WORK ASSOCIATED WITH EPOXY FLOORING IN RESTROOMS. ALTERNATE NO. 4 - NORTH SITE IMPROVEMENTS ALL WORK ASSOCIATED WITH STREET WORK AND NORTH PARKING LOT AS INDICATED ON CIVIL DRAWINGS. WORK INCLUDES BUT IS NOT LIMITED TO CROSSWALK, NORTH SIDEWALK, CONCRETE STEPS, PARKING ENTRY DRIVE AND PARKING LOT RECONFIGURATION.	
LEGEND	
DS	DOWNSPOUT AND DOWNSPOUT BOOT - REFER TO CIVIL DRAWINGS FOR DOWNSPOUT BOOT AND CONNECTION TO STORM DRAIN.
WP	06 10 00.001 WOOD POST - SEE STRUCTURAL
ST	05 12 00.801 TUBE STEEL COLUMN - SEE STRUCTURAL
KEYNOTES	
1	STRUCTURAL SHEER WALL. WALL TO HAVE TWO LAYERS OF 5/8" GYPSUM ON EACH SIDE. REFER TO STRUCTURAL.
2	RENOVATE ENTIRE POOL EQUIPMENT ROOM BY REMOVING ALL ABANDONED UTILITIES, EQUIPMENT, AND DETERIORATED BUILDING COMPONENTS INCLUDING CONCRETE AND ENTRY DOOR. PRESSURE WASH, CLEAN AND PREP ALL SURFACES FOR NEW FINISH AS REQUIRED BY SEALER MANUFACTURER. PROVIDE STAINED CONCRETE SEALER ON WALLS AND FLOORS WITH COLOR SELECTED BY ARCHITECT. PROVIDE WHITE CONCRETE SEALER ON CEILING.
SPECIAL NOTES	
BARRIER CONDITIONS: BUILDING ENVELOPE FORMS AN "AIR & WATER RESISTIVE BARRIER" BY SEALING THE GYPSUM SHEATHING WITH A FLUID-APPLIED BARRIER AROUND THE ENTIRE BUILDING PERIMETER. PROVIDE ALL MATERIALS AND ACCESSORIES TO ACHIEVE A CONTINUOUSLY SEALED BARRIER. ALSO, GYPSUM BOARD ON THE INTERIOR SIDE OF THE BUILDING ENVELOPE SHALL BE SEALED TIGHT TO THE ROOF DECK ABOVE AROUND THE ENTIRE BUILDING PERIMETER. FOR THE ASPHALT SHINGLE ROOF SYSTEM (BASE BID) AN AIR VENTILATION PLANE IS REQUIRED BETWEEN THE SPRAY FOAM AND THE ROOF DECK USING AIR BAFFLES WITH A FASCIA VENTILATION SYSTEM. SHOWERS COORDINATE SHOWER SIZE AND COMPONENTS WITH WALL FRAMING TO ENSURE PROPER INSTALLATION. CONCRETE PAVING MANAGEMENT OF CONCRETE SIDEWALKS AND DECKS IS VITALLY IMPORTANT TO ENSURE PROPER DRAINAGE AWAY FROM ALL PARTS OF THE BUILDING. ALL PAVING SHOULD BE 1" BELOW FINISH FLOOR EXCEPT AT DOOR ENTRIES.	
GENERAL NOTES	
1. REFER TO 0002 FOR ALL GENERAL NOTES FOR THIS PAGE.	

PROJECT TITLE

OXFORD CITY POOL IMPROVEMENTS
CITY OF OXFORD, MISSISSIPPI
220 WASHINGTON AVE. OXFORD MS, 38655

THE CITY OF
OXFORD

PROJECT NO:
• 2023034
DRAWN BY:
• b
CHECKED BY:
• KLS / B
DATE ISSUED:
• 26 APRIL 2024

REVISIONS & ADDENDUMS

1	PR - Sept 30 2024	09/30/24
2	PR - Jan 28 2025	01/28/25
3	PR - Feb 19 2025	02/19/25

SHEET TITLE

FLOOR PLAN

SHEET NUMBER

A101

— of —

REGISTERED ARCHITECT
3940
OXFORD, MS
STATE OF MISSISSIPPI
26 APR 24

OFFICE ADDRESS:
535 WEST MAIN STREET
OXFORD, MS 38655
PHONE: (662) 844-4450
FAX: (662) 844-5500

McCARTY
ARCHITECTS

KURT SMITH, ARCHITECT • JUSTIN HARRINGTON, ARCHITECT



CHANGE ORDER REQUEST

CONTRACTOR:

J.P. Corp General Contractors
2411 S Lamar Blvd, Suite C
Oxford, MS 38655

COR # 15rv.1

DATE 4/7/2025

PROJECT:

OXFORD CITY POOL IMPROVEMENTS

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT
		Storefront doors		
1	LS	Oxford Glass - Two new Storefront systems to replace Overhead door - per PR#04	\$ 15,545.00	\$ 15,545.00
1	LS	Acoustics - Frame up two openings per detail in PR#04	\$ 3,316.67	\$ 3,316.67
	LS	Upchurch - credit for not installing air curtain	\$ (255.00)	\$ (255.00)
	LS	TNQM - add brick around opening per detail in PR#04	\$ 3,804.80	\$ 3,804.80
1	LS	Grenada Overhead Door - credit for overhead door	\$ (12,365.00)	\$ (12,365.00)

WE AGREE hereby to make the change(s) specified above at this price \$ 10,046.47

G.C. Overhead and Profit at 10% \$ 1,004.65

Taxes

Total Change Order Request \$ 11,051.12

Original Contract Amount \$ 5,022,700.00

Revised Contract Amount after approval of PCO-10 \$ 5,112,453.36

Revised Contract Total \$ 5,123,504.48

Kelly Carpenter, PM

4/7/2025

Your Name, Title

Date

Accepted - The above prices and specifications of this change order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature

Date of Acceptance

**AIA**[®]**Document G709™ – 2018*****Proposal Request*****PROJECT:** *(name and address)*
Oxford City Pool Improvements220 Washington Avenue
Oxford, MS 38655**OWNER:** *(name and address)*
City of Oxford107 Courthouse Square
Oxford, MS 38655**CONTRACT INFORMATION:**
Contract For:Date:
06-03-2024**ARCHITECT:** *(name and address)*
McCarty Architects Professional
Association
533 West Main Street
Tupelo, MS 38804Architect's Project Number: 23034
Proposal Request Number: 04

Proposal Request Date: 03-27-2025

CONTRACTOR: *(name and address)*
J.P. Corp General ContractorsP.O. Box 115
Oxford, MS 38655

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Ten (10) days or notify the Architect in writing of the anticipated date of submission.

(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

Change from overhead coiling door to storefront system at openings 105 and 111.
Remove proposed air curtain from documents.

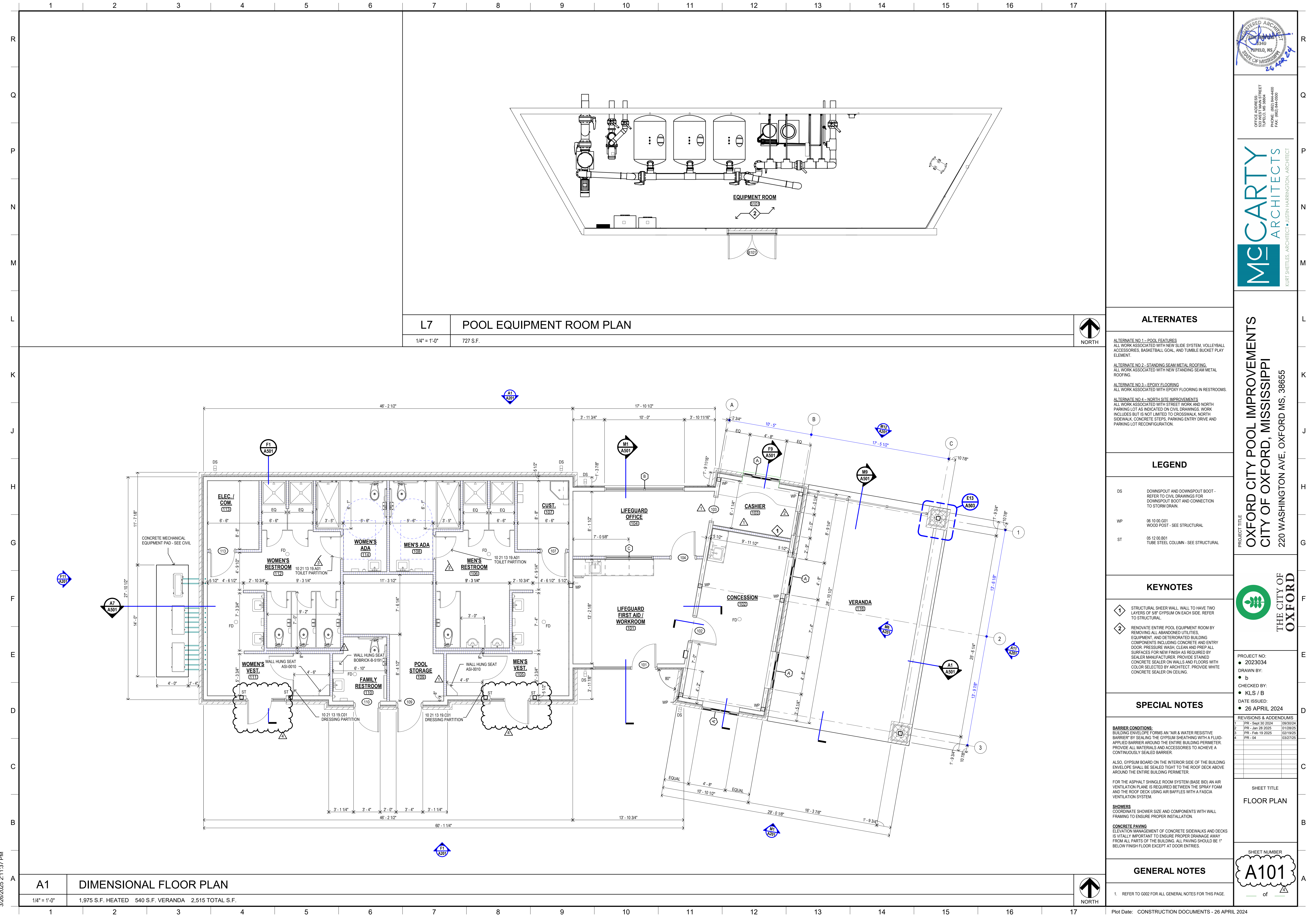
THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT**ARCHITECT** *(Signature)*

BY: Kurt Shettles, President & CEO / Architect

(Printed name, title, and license number if required)

3/26/2025 2:11:37 PM



L7 **POOL EQUIPMENT ROOM PLAN**

1/4" = 1'-0"

727 S.F.

NORTH

ALTERNATES	
ALTERNATE NO. 1 - POOL FEATURES ALL WORK ASSOCIATED WITH NEW SLIDE SYSTEM, VOLLEYBALL ACCESSORIES, BASKETBALL GOAL, AND TUMBLE BUCKET PLAY ELEMENT. ALTERNATE NO. 2 - STANDING SEAM METAL ROOFING ALL WORK ASSOCIATED WITH NEW STANDING SEAM METAL ROOFING. ALTERNATE NO. 3 - EPOXY FLOORING ALL WORK ASSOCIATED WITH EPOXY FLOORING IN RESTROOMS. ALTERNATE NO. 4 - NORTH SITE IMPROVEMENTS ALL WORK ASSOCIATED WITH STREET WORK AND NORTH PARKING LOT AS INDICATED ON CIVIL DRAWINGS. WORK INCLUDES BUT IS NOT LIMITED TO CROSSWALK, NORTH SIDEWALK, CONCRETE STEPS, PARKING ENTRY DRIVE AND PARKING LOT RECONFIGURATION.	
LEGEND	
DS	DOWNSPOUT AND DOWNSPOUT BOOT - REFER TO CIVIL DRAWINGS FOR DOWNSPOUT BOOT AND CONNECTION TO STORM DRAIN.
WP	06 10 00.001 WOOD POST - SEE STRUCTURAL
ST	05 12 00.001 TUBE STEEL COLUMN - SEE STRUCTURAL
KEYNOTES	
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GENERAL NOTES	
1. REFER TO 0002 FOR ALL GENERAL NOTES FOR THIS PAGE.	

OFFICE ADDRESS:
535 WEST MAIN STREET
OXFORD, MS 38655
PHONE: (662) 844-4430
FAX: (662) 844-0500

McCarty
ARCHITECTS

KURT SMITH, ARCHITECT • JUSTIN HARRINGTON, ARCHITECT

PROJECT TITLE

OXFORD CITY POOL IMPROVEMENTS
CITY OF OXFORD, MISSISSIPPI
220 WASHINGTON AVE. OXFORD MS, 38655

THE CITY OF
OXFORD

PROJECT NO:
• 2023034

DRAWN BY:
• b

CHECKED BY:
• KLS / B

DATE ISSUED:
• 26 APRIL 2024

REVISIONS & ADDENDUMS		
1	PR - Sept 30 2024	09/30/24
2	PR - Jan 28 2025	01/28/25
3	PR - Feb 19 2025	02/19/25
4	PR - 04	03/27/25

SHEET TITLE

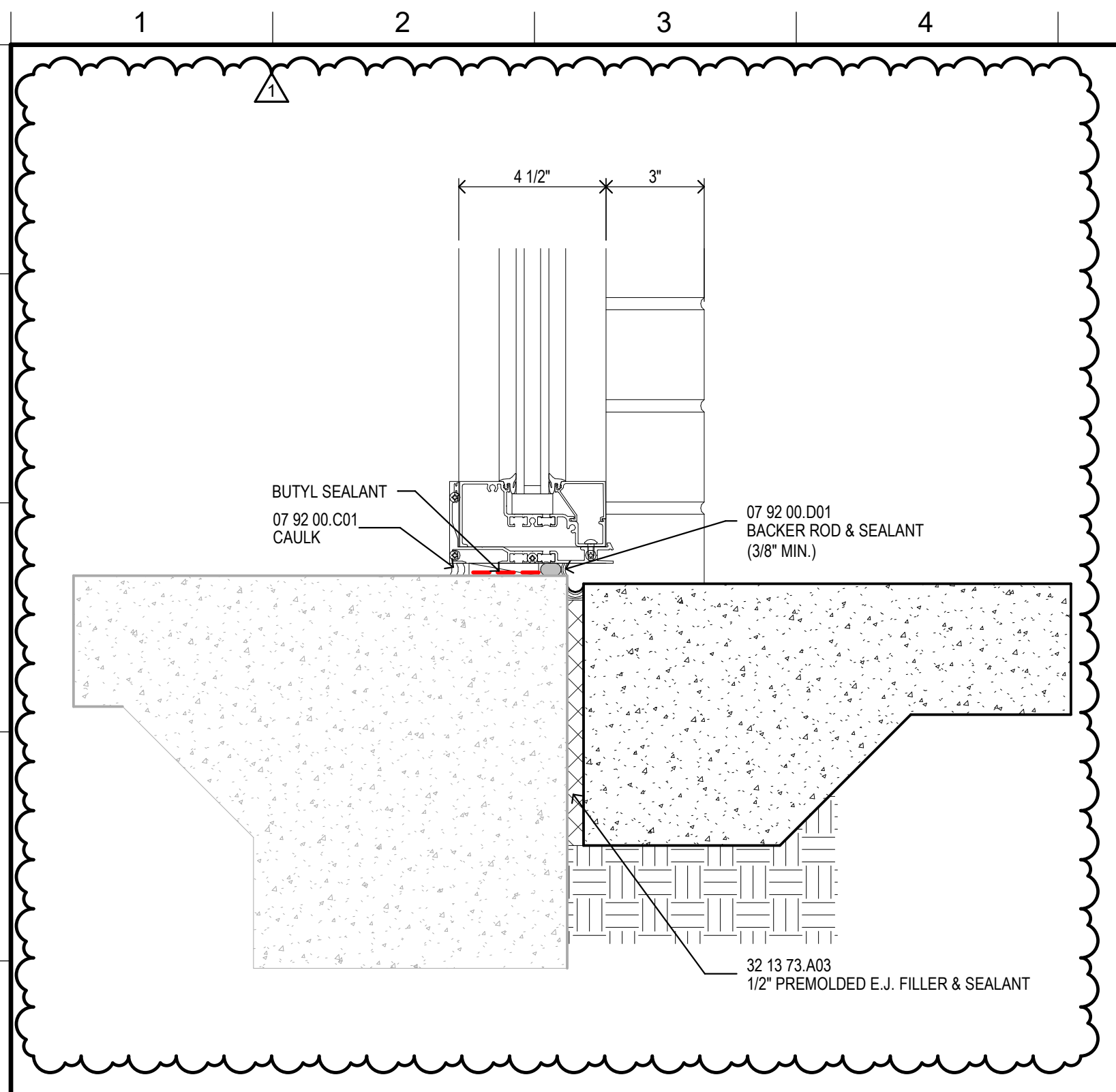
FLOOR PLAN

SHEET NUMBER

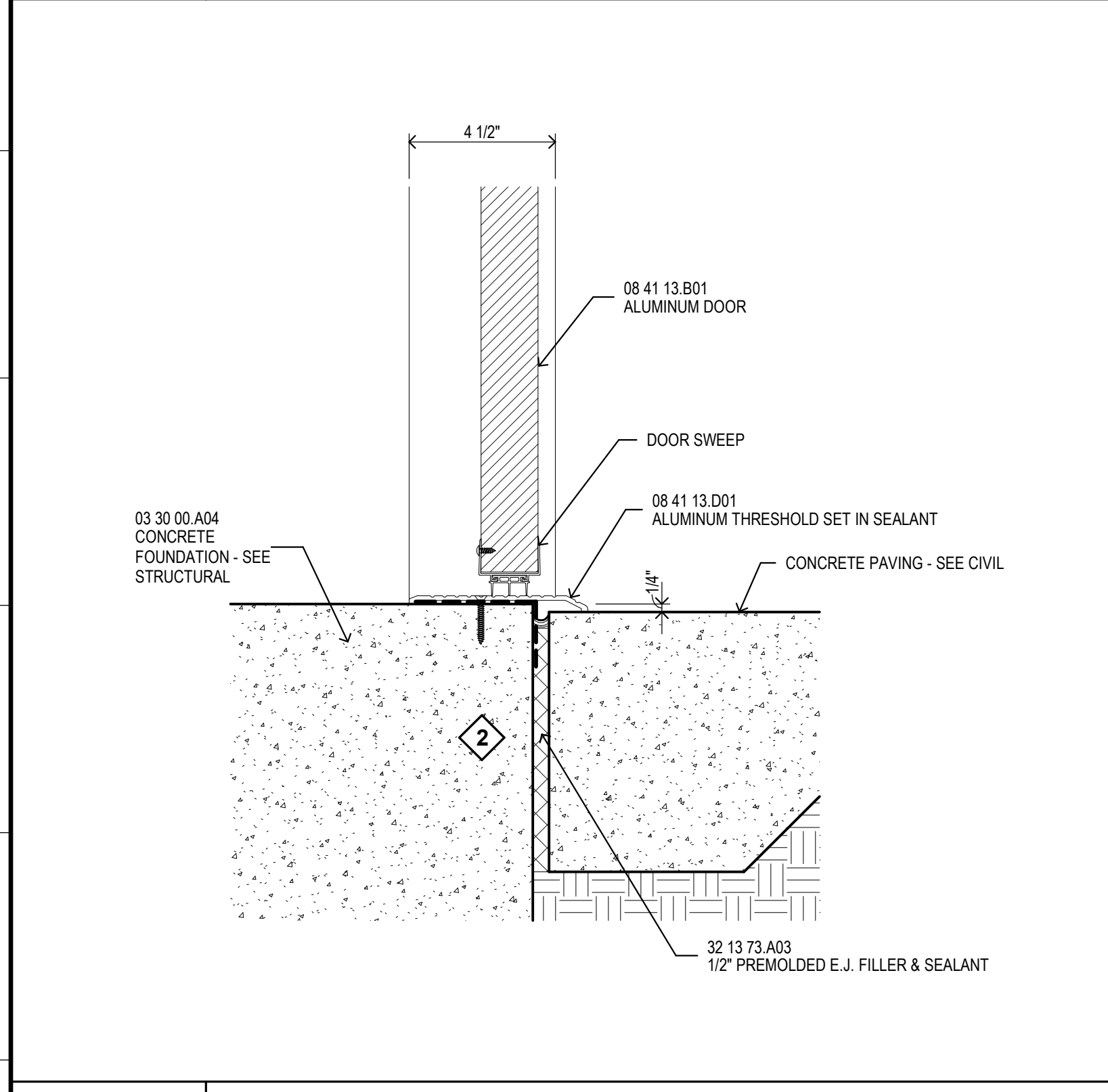
A101

of

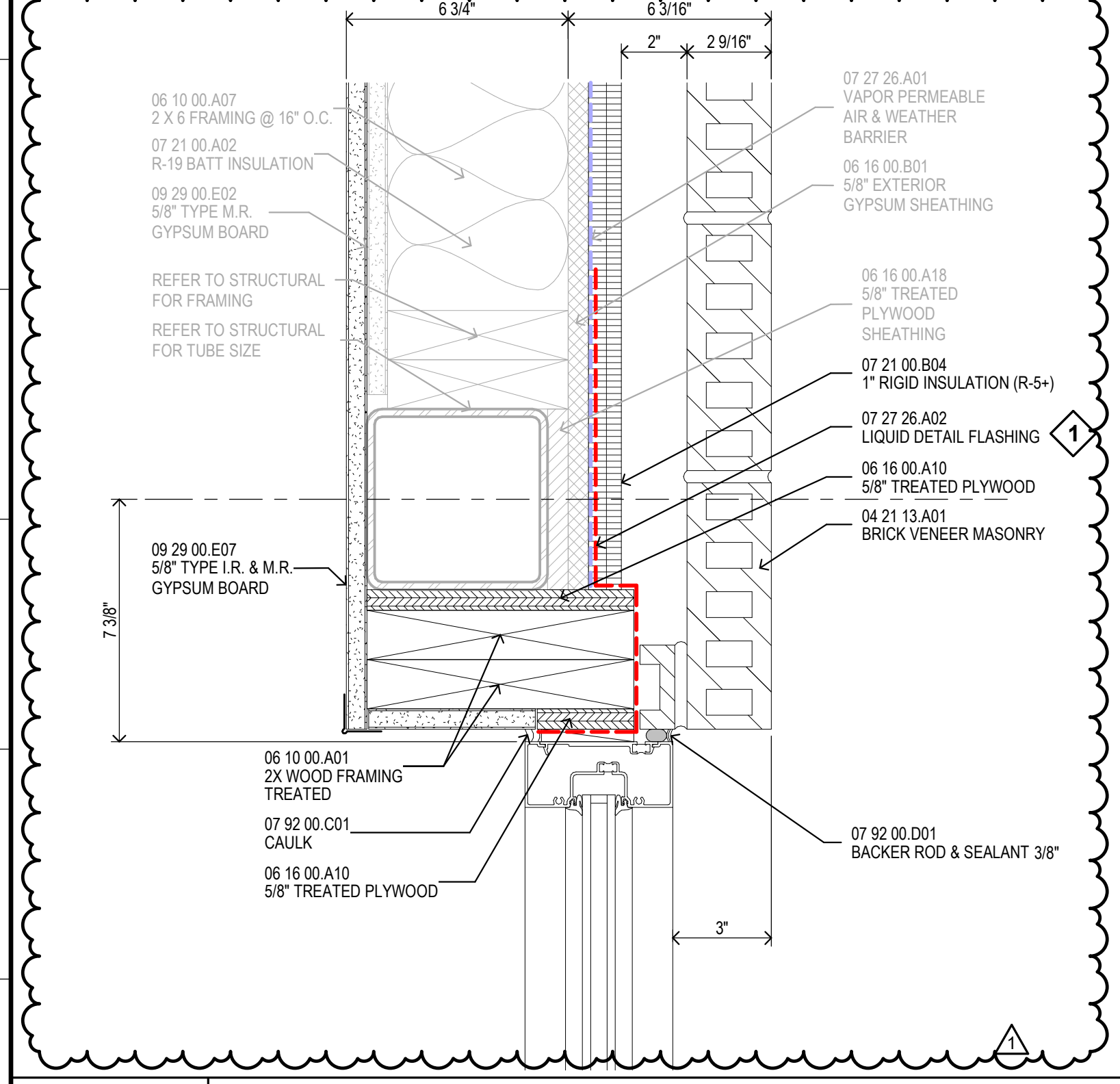
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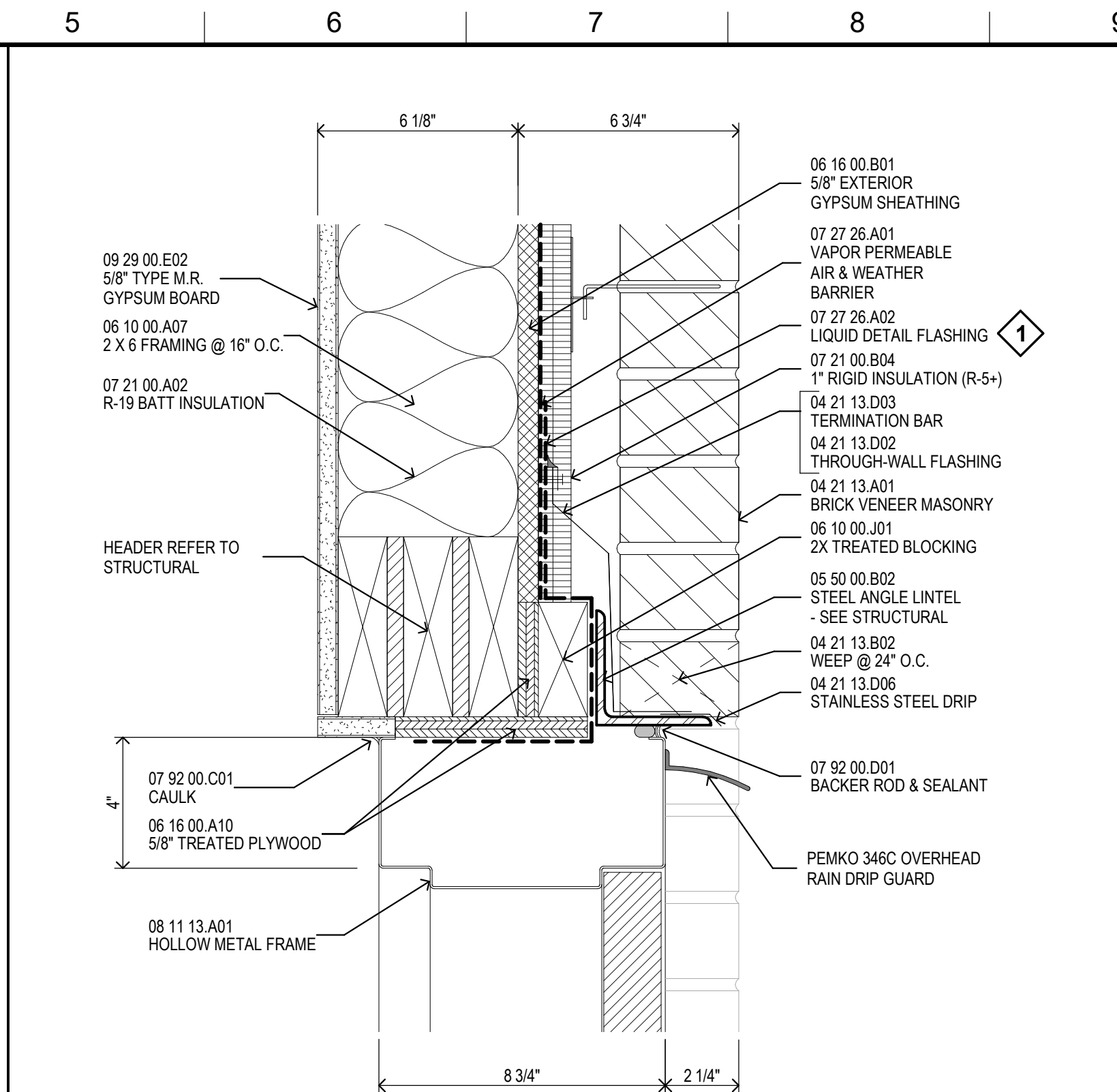
L1
SILL DETAIL
3" = 1'-0"



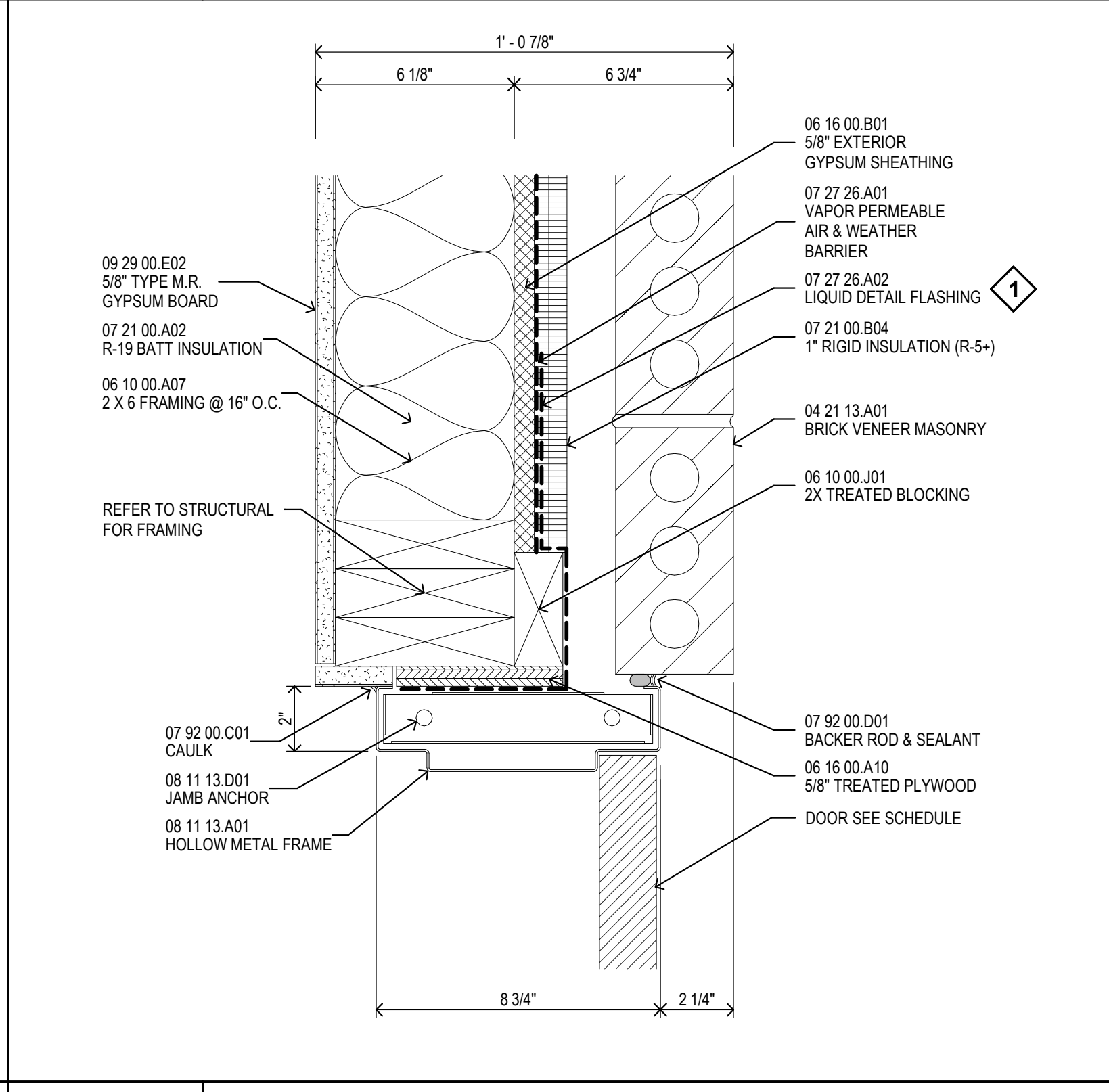
F1
SILL DETAIL
3" = 1'-0"



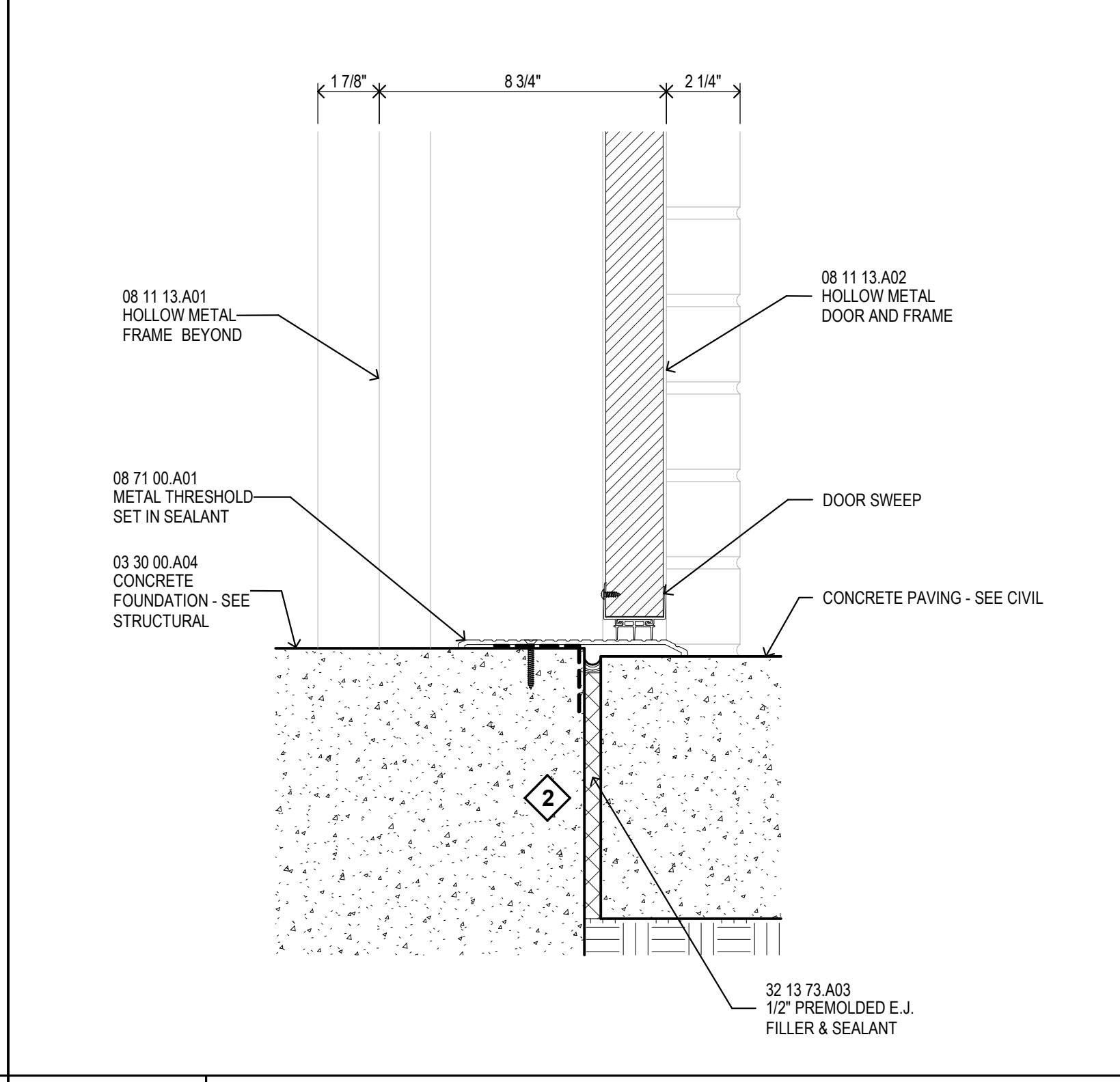
A1
JAMB DETAIL
3" = 1'-0"



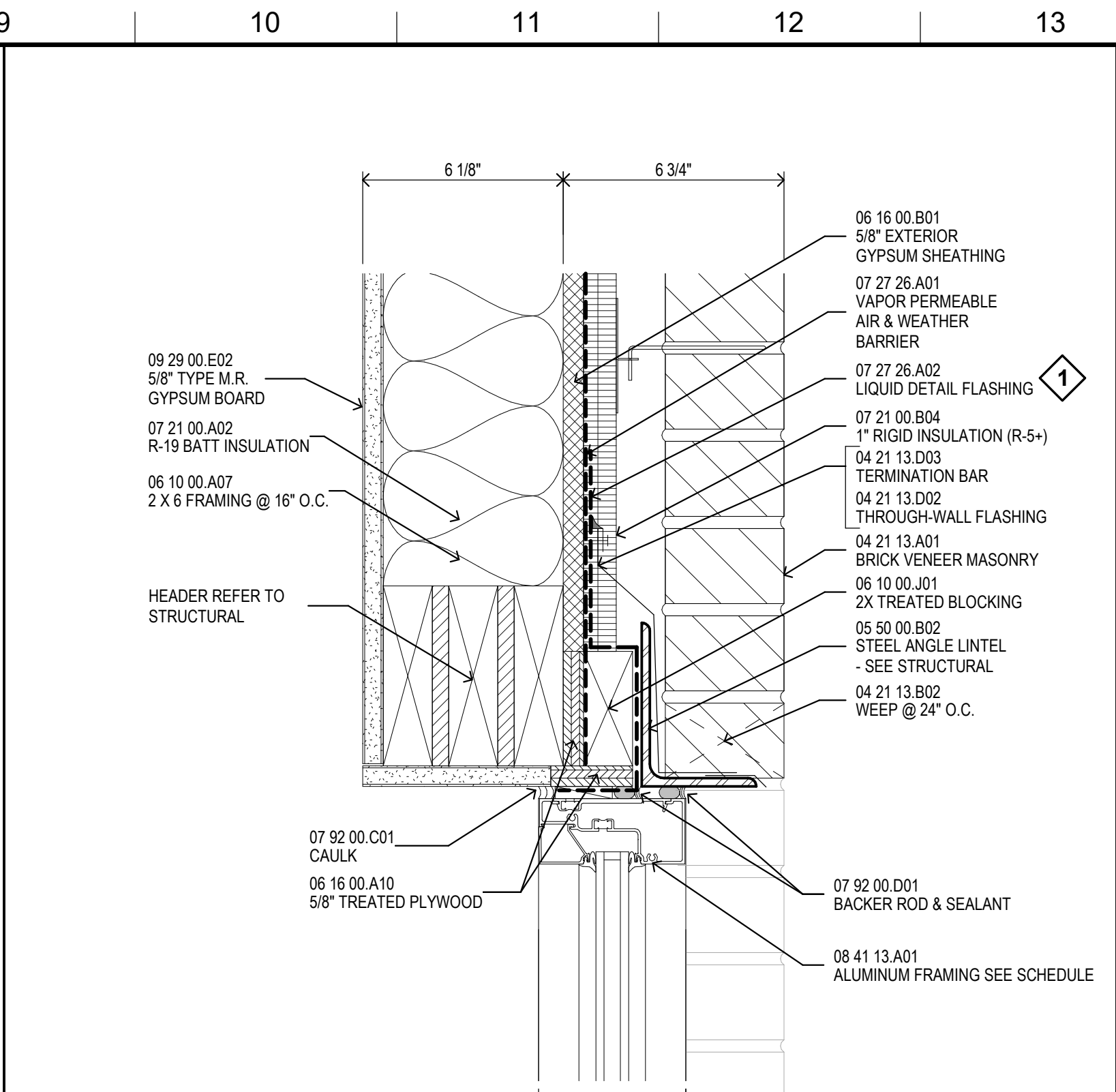
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HEAD DETAIL
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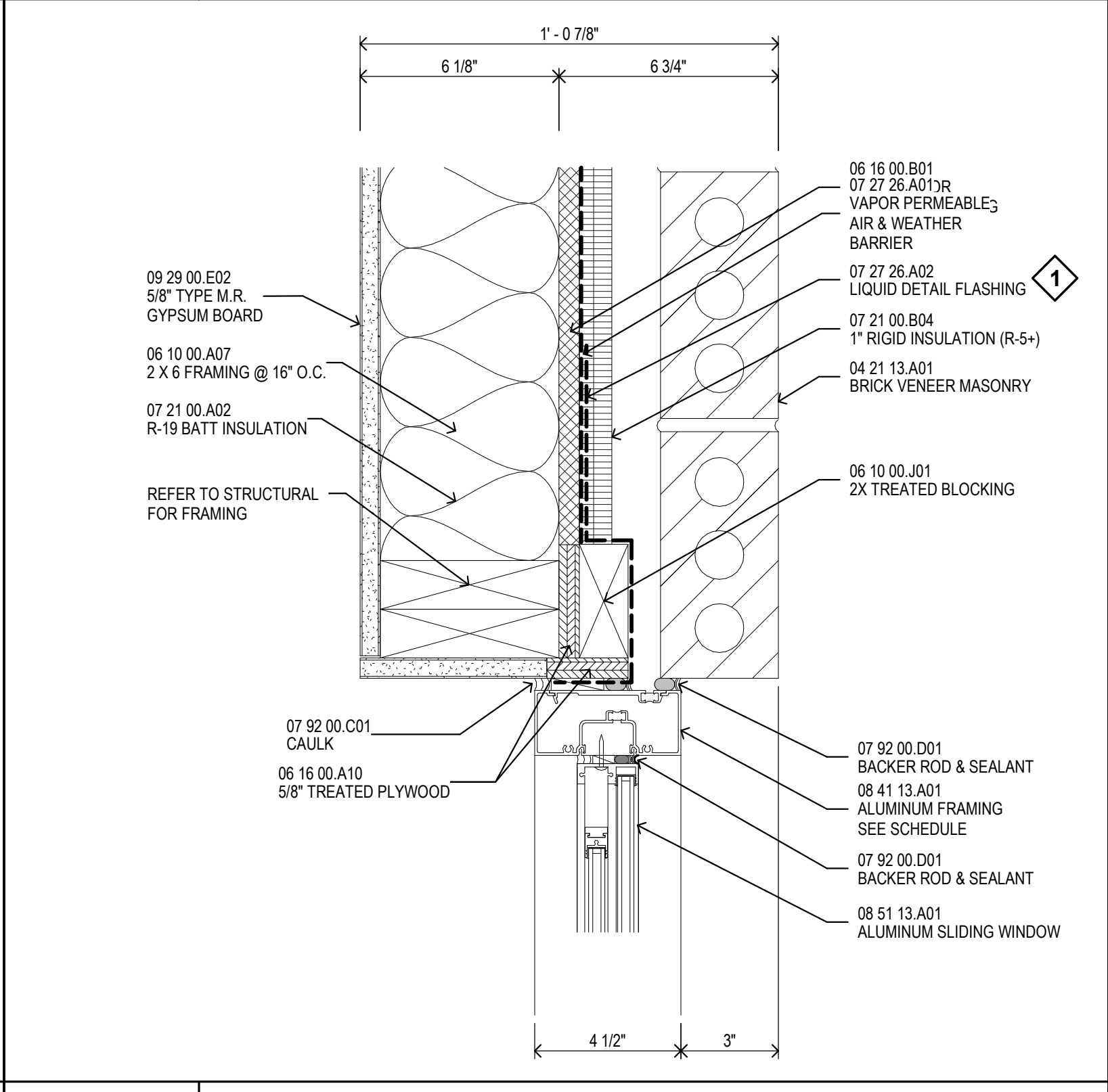
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JAMB DETAIL
3" = 1'-0"



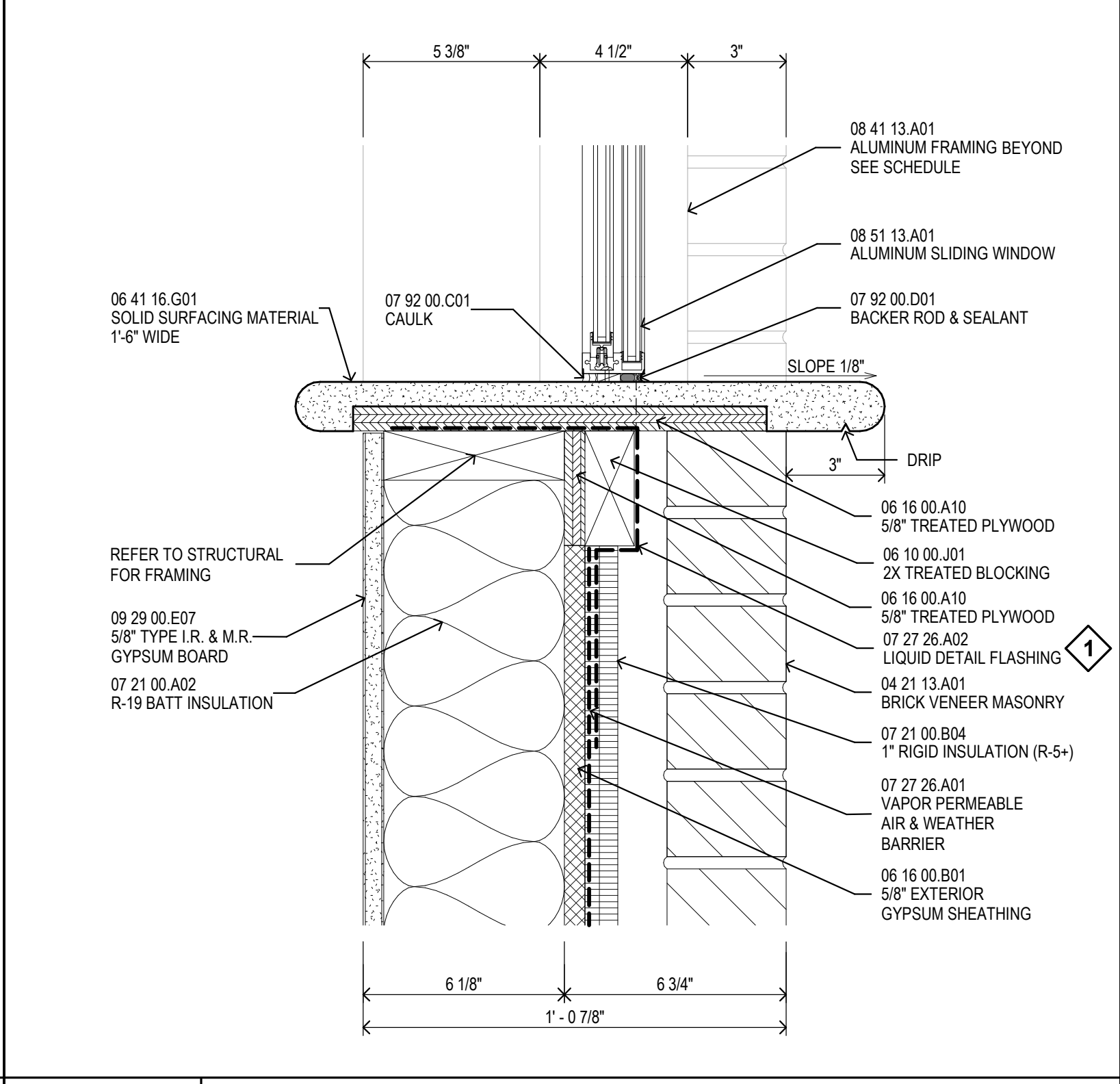
A5
SILL DETAIL
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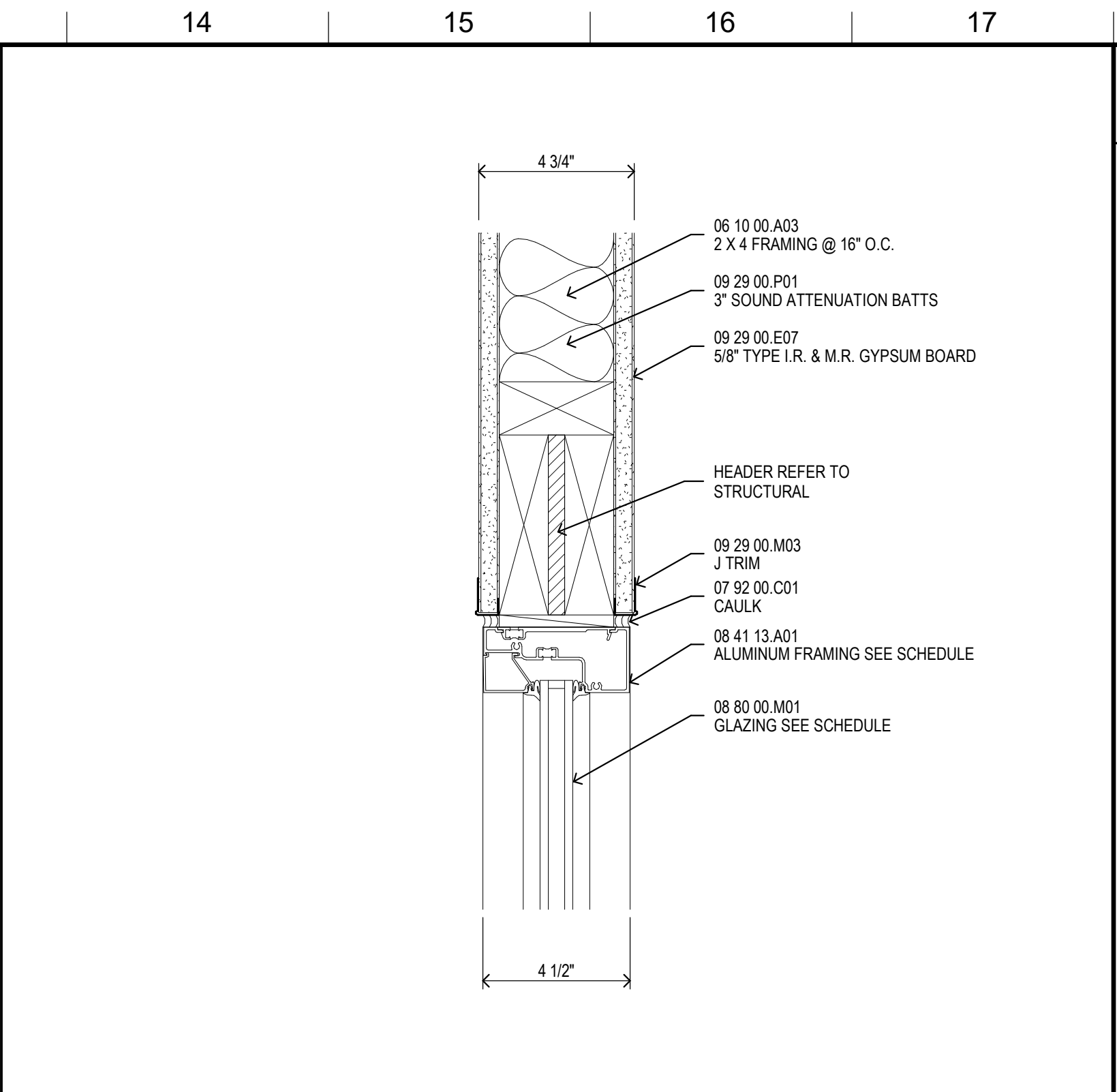
L9
HEAD DETAIL
3" = 1'-0"



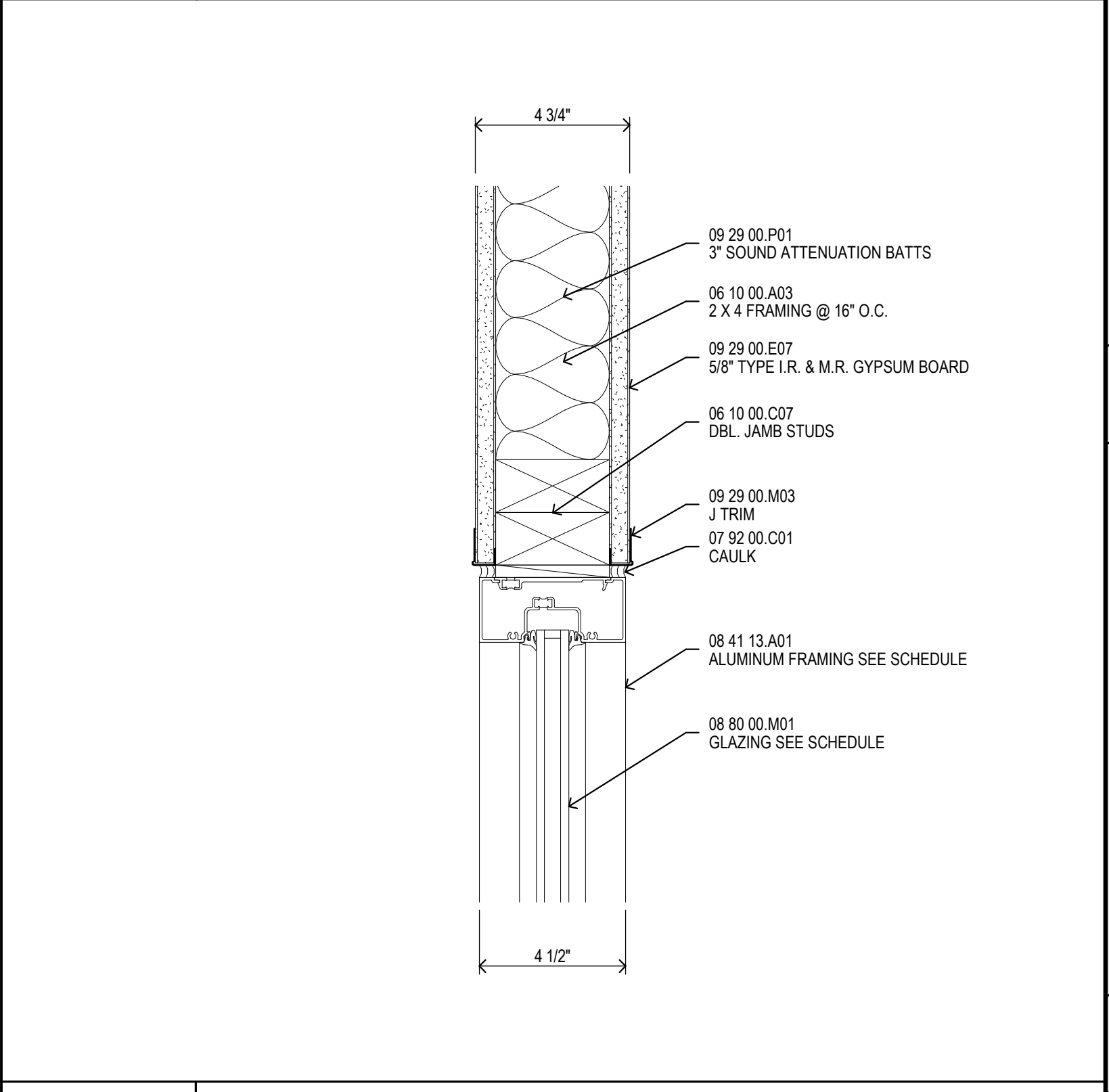
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JAMB DETAIL
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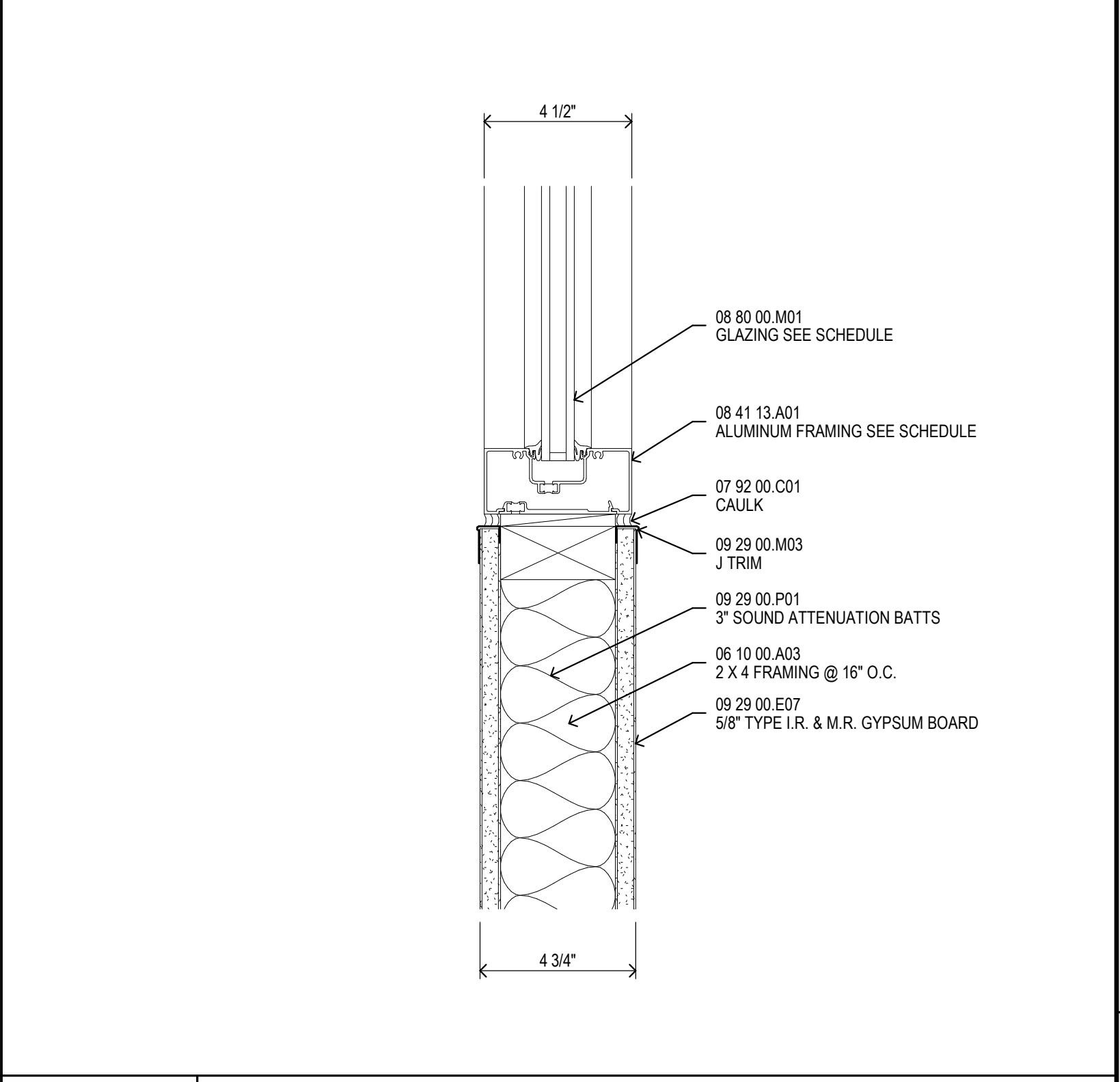
A9
SILL DETAIL
3" = 1'-0"



L13
HEAD DETAIL
3" = 1'-0"



F13
JAMB DETAIL
3" = 1'-0"



A13
JAMB DETAIL
3" = 1'-0"

MATERIALS KEYING	
03 30 00 A04	CONCRETE FOUNDATION - SEE STRUCTURAL
04 21 13 A01	BRICK VENEER MASONRY
04 21 13 D02	THROUGH-WALL FLASHING
04 21 13 D03	TERMINATION BAR
04 21 13 D06	STAINLESS STEEL DRIP
05 50 00 B02	STEEL ANGLE LINTEL - SEE STRUCTURAL
06 10 00 A01	2X WOOD FRAMING
06 10 00 A07	2 X 6 FRAMING @ 16" O.C.
06 10 00 C07	DBL. JAMB STUDS
06 10 00 J01	2X TREATED BLOCKING
06 16 00 A10	5/8" TREATED PLYWOOD
06 16 00 A18	5/8" EXTERIOR GYPSUM SHEATHING
06 16 00 B01	SOLID SURFACING MATERIAL
06 16 00 C01	R-19 BATT INSULATION
07 21 00 B04	1" RIGID INSULATION (R-5+)
07 21 00 E02	VAPOR PERMEABLE AIR & WEATHER BARRIER
07 26 26 A02	LIQUID DETAIL FLASHING
07 26 26 A01	CAULK
07 26 26 A01	BACKER ROD & SEALANT
07 26 26 A01	GLAZING SEE SCHEDULE
08 11 13 D01	HOLLOW METAL FRAME
08 11 13 D01	HOLLOW METAL DOOR AND FRAME
08 11 13 D01	JAMB ANCHOR
08 11 13 D01	ALUMINUM FRAMING SEE SCHEDULE
08 11 13 D01	ALUMINUM DOOR
08 11 13 D01	ALUMINUM THRESHOLD SET IN SEALANT
08 11 13 D01	ALUMINUM SLIDING WINDOW
08 11 13 D01	METAL THRESHOLD SET IN SEALANT
08 11 13 D01	GLAZING SEE SCHEDULE
08 11 13 D01	5/8" TYPE M.R. GYPSUM BOARD
08 11 13 D01	J TRIM
08 11 13 D01	3" SOUND ATTENUATION BATTS
08 11 13 D01	1/2" PREMOLDED E.J. FILLER & SEALANT

SPECIAL NOTES	
BARRIER CONDITIONS: BUILDING ENVELOPE FORMS AN "AIR & WATER RESISTIVE BARRIER" BY SEALING THE GYPSUM SHEATHING WITH A FLUID-APPLIED BARRIER AROUND THE ENTIRE BUILDING PERIMETER. PROVIDE ALL MATERIALS AND ACCESSORIES TO ACHIEVE A CONTINUOUSLY SEALED BARRIER.	
ALSO: GYPSUM BOARD ON THE INTERIOR SIDE OF THE BUILDING ENVELOPE SHALL BE SEALED TIGHT TO THE ROOF DECK ABOVE AROUND THE ENTIRE BUILDING PERIMETER.	
SHOWERS: ELEVATION MANAGEMENT OF CONCRETE SIDEWALKS AND DECKS IS VITALLY IMPORTANT TO ENSURE PROPER DRAINAGE AWAY FROM ALL PARTS OF THE BUILDING. ALL PAVING SHOULD BE 1" BELOW FINISH FLOOR EXCEPT AT DOOR ENTRIES.	
CONCRETE PAVING: ELEVATION MANAGEMENT OF CONCRETE SIDEWALKS AND DECKS IS VITALLY IMPORTANT TO ENSURE PROPER DRAINAGE AWAY FROM ALL PARTS OF THE BUILDING. ALL PAVING SHOULD BE 1" BELOW FINISH FLOOR EXCEPT AT DOOR ENTRIES.	

KEYNOTES	
1	LIQUID DETAIL FLASHING TO OVERLAP VAPOR PERMEABLE AIR & WEATHER BARRIER MINIMUM OF 6" TYPICAL.
2	EDGE OF SLAB EXTENDED OUT AT DOOR OPENINGS - SEE STRUCTURAL.
3	COORDINATE SLIDING WINDOW WITH INTEGRATED MILLWORK LEDGE.

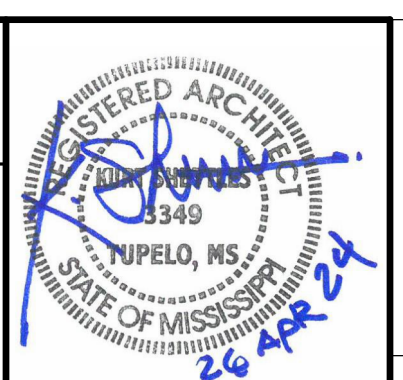
GENERAL NOTES	
1. REFER TO G002 FOR ALL GENERAL NOTES FOR THIS PAGE.	

PROJECT TITLE
OXFORD CITY POOL IMPROVEMENTS
CITY OF OXFORD, MISSISSIPPI
220 WASHINGTON AVE. OXFORD MS, 38655

PROJECT NO:
2023034
DRAWN BY:
b
CHECKED BY:
KLS
DATE ISSUED:
26 APRIL 2024
REVISIONS & ADDENDUMS
1 - PR - 04 03/27/25

SHEET TITLE
DOOR AND WINDOW DETAILS

SHEET NUMBER
A602
of



26378 Highway 8 East
Grenada, MS 38901
(662) 227-9772

Date	Quote
12/12/2024	5168

Name / Address
J.P. Corp General Contractors 2411 S Lamar BLVD, Suite C Oxford, MS 38655

Project
Oxford City Pool 220 Washington Avenue Oxford, MS 38655

P.O. No.	Project ID

Description	Qty	Cost	Total
Install 2 - 5'8" X 9'3" Insulated Rolling Steel CHI Model 6222 Doors with Chain Hoist Operation ***Price Includes Fork Lift Rental***		12,365.00	12,365.00

Quote does not include any electrical.
Quote good for 30 days.

Subtotal \$12,365.00

Sales Tax (7.0%) \$0.00

Total \$12,365.00

Phone #	Fax #	E-mail	Web Site
662-227-9772	662-226-0941	grenadaoverheaddoors@gmail.com	www.grenadaoverheaddoor.com

Oxford Glass

1307 North Lamar Blvd.
Oxford, MS 38655
Ph: 662.236.2104

Quotation- Change Order R2

TO: J.P. Corp General Contractors
ATTN: Josh Parker- 662.871.4880
PROJECT: Oxford City Pool

DATE: 4.1.2025

PLANS: Dated 3.27.2025

See below costs to “Add” (2) Storefront Elevations with Entrances in lieu of Roll Up Doors.

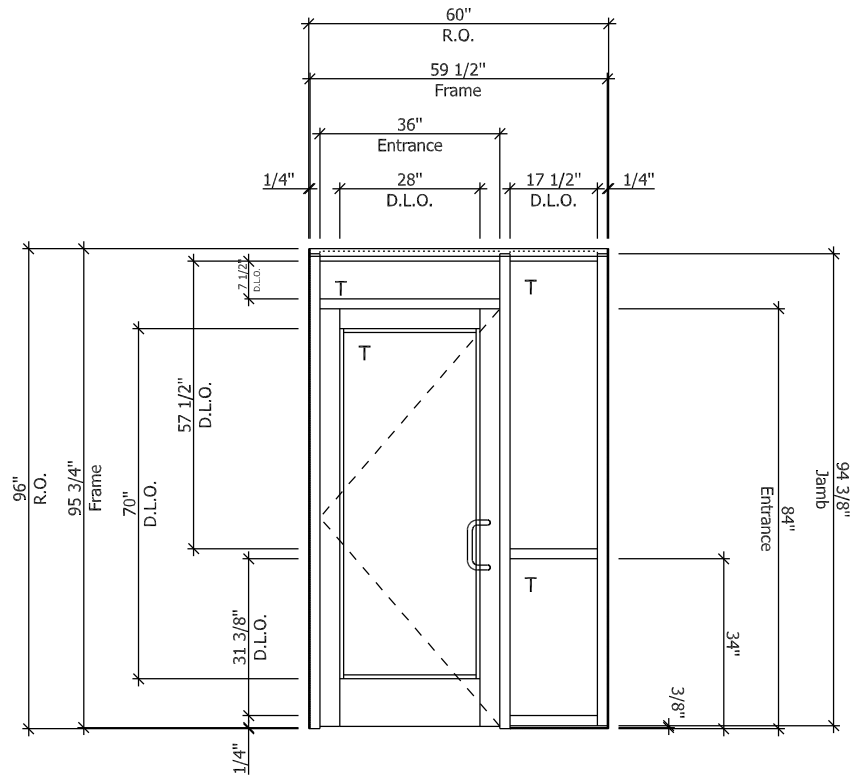
Fabrication @ Installation of the Following:

Exterior Storefront (See Attached Elevations)

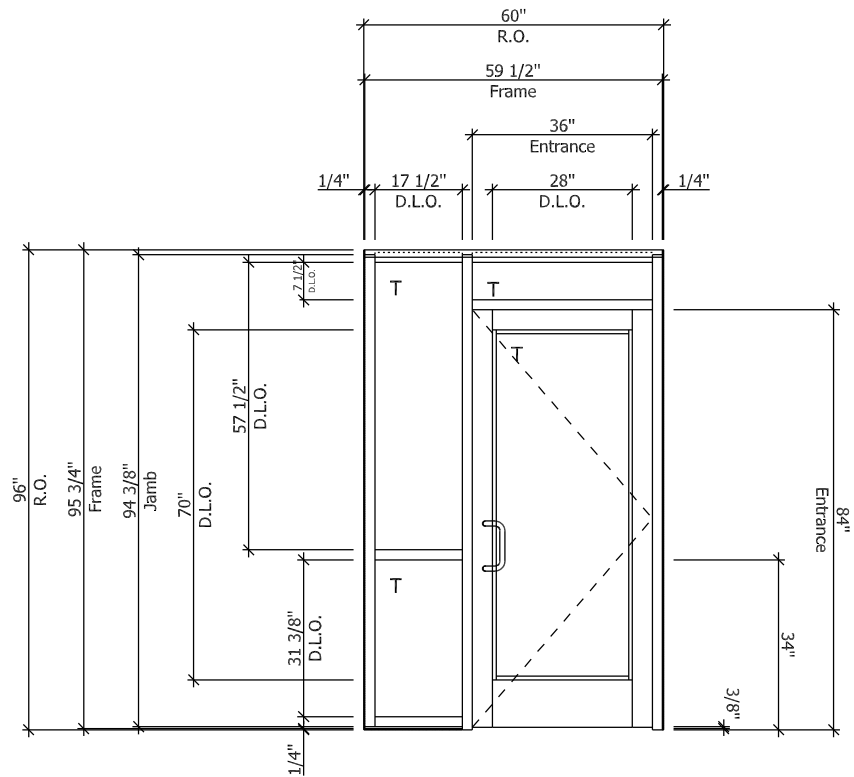
- (2) 60” x 96” Storefront Openings
 - Framing: Coral FL300T, 2” x 4 ½” Thermally Broken Center Set (Clear Anodized Finish)
 - Glazing: 1” Solarban 72 on Starphire/Clear, Tempered
 - Entrances:
 - o (2) 3’-0” x 7’-0” Storefront Doors & Frames
 - 2” x 4 ½” Non-Transom Frames with Continuous Hinges
 - Medium Stiles with 10” Bottom Rails
 - Std. MS Locking, Push/Pull Hardware with Surface Mounted Closers
 - Door Glazing: 1” Solarban 72 on Starphire/Clear, Tempered

Total ADD- \$ 15,545.00

Exclusions- MS Sales Tax, Break Metal, Access Control, Panic Exit Devices, Final Cleaning



OCP Restrooms-(Women's Restroom) - Clear- (1Thus)
Frame: FL300T Flush Glz 1 in. Glass Out Glz Thermal



OCP Restrooms-(Men's Restroom) - Clear- (1Thus)
Frame: FL300T Flush Glz 1 in. Glass Out Glz Thermal



Acoustics & Specialties, LLC

3929 Senator Street
MEMPHIS, TN 38118
PHONE 901-365-8450
FAX 901-365-8801

3/30/2025

Description:	PR 04				
Company:	JP Corp	Project:	Oxford City Pool	Location:	Oxford, MS

Scope of Work	UOM		Unit Cost	Total Amount		Total
Materials & Miscellaneous						
				\$1,154.00		
Treated 2x10x8'	8	EA	\$21.00	\$168.00		
Treated 5/8" plywood	2	EA	\$48.00	\$96.00		
5/8" x 10' Type I.R. & M.R. Gyp Board	8	EA	\$65.00	\$520.00		
Fasteners	1	EA	\$20.00	\$20.00		
Finish Material	1	EA	\$50.00	\$50.00		
Fluid Applied Material	1	EA	\$200.00	\$200.00		
Material Delivery	1	EA	\$100.00	\$100.00		
Total Materials				\$1,154.00		
Taxes (7%)				\$0.00		
Subtotal				\$1,154.00		\$1,154.00
Labor						
				\$1,705.20		
Carpenter Labor	24	HR	\$40.60	\$974.40		
Finisher Labor	12	HR	\$40.60	\$487.20		
Fluid Applied Labor	6	HR	\$40.60	\$243.60		
				\$0.00		
				\$0.00		
Total Labor				\$1,705.20		
Subtotal				\$1,705.20		\$1,705.20
Equipment						
	0	Ea	\$0.00	\$0.00		
				\$0.00		
Total Equipment				\$0.00		
Taxes (7%)				\$0.00		
Subtotal				\$0.00		\$0.00
Subtotal						\$2,859.20
OH & P						\$457.47
					Total	\$3,316.67



Upchurch Services LLC.
6894 Pasadena Dr.
Horn Lake, MS 38637
Phone: (901) 388-0333

April 8, 2025

JP Corp
Oxford City Pool
220 Washington Ave.
Oxford, MS 38655

Attn: Kelly Carpenter/Josh Parker

RE: Oxford City Pool Improvements – CHANGE ORDER #8 Air Curtain Labor

Upchurch is pleased to provide the following proposal for the above referenced project change in scope of work:

- ❖ Provide services per requested change order
- ❖ Air Curtain Installation Labor Deduct
- ❖ **Price Breakdown**

❖ Field Install Labor (3) hours @ \$71.40/hour \$	\$ (214.20)
❖ 10% Overhead	\$ (25.50)
❖ 6% Profit	\$ (15.30)
❖ Total	\$ (255.00)

Exclusions / Clarifications:

- Overtime / Bonding / Permits
- Additional Roof/Wall/Floor Painting, Patching, or Penetrations
- Asbestos and / or lead abatement
- Electrical / Fire protection / Life Safety
- Any work not specifically listed above.
- Terms – Net 30 Days

Accepted: The prices, specifications and conditions are accepted, and Upchurch is authorized to do the work as specified. This proposal is valid for 15 days provided there are no increases in supplier prices for services, materials, or equipment.

Authorized Signature

Matt Bozarth
Project Manager
Upchurch Services

Proposal City Pool Oxford

1 message

Tennessee Quali Masonry <tnqm@aol.com>
To: kelly Roeder <kelly.jpcorpms@gmail.com>

Mon, Apr 7, 2025 at 3:06 PM

Proposal

Tennessee Quality Masonry
158 Roper CV
Byhalia MS 38611
901-626-4951
tnqm@aol.com
Joe Morales

J.P. Corp
2411 S Lamar Blvd
Oxford MS 38655

City Pool Oxford MS

Restroom doors

4 men x 16 hours @ \$51.25 per
hour each

\$3,280.00
16% OH+P = \$524.80
TOTAL = \$3804.80



CHANGE ORDER REQUEST

CONTRACTOR:

J.P. Corp General Contractors
2411 S Lamar Blvd, Suite C
Oxford, MS 38655

COR # 17

DATE 4/14/2025

PROJECT:

OXFORD CITY POOL IMPROVEMENTS

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT
1	LS	AV Package Business Communications, Inc - Cameras, Display, Phone, Cabling, Wireless, labor etc	\$ 75,393.44	\$ 75,393.44

WE AGREE hereby to make the change(s) specified above at this price \$ 75,393.44

G.C. Overhead and Profit at 10% \$ 7,539.34

Taxes

Total Change Order Request \$ 82,932.78

Original Contract Amount \$ 5,022,700.00

Revised Contract Amount after approval of PCO-16 \$ 5,127,609.60

Revised Contract Total \$ 5,210,542.38

Kelly Carpenter, PM

4/14/2025

Your Name, Title

Date

Accepted - The above prices and specifications of this change order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature

Date of Acceptance



Quote #: 048208 Version: 1

Business Communications, Inc.
442 Highland Colony Parkway / Ridgeland, MS 39157
Phone: 601.898.1890 / Fax: 601.898.1310

Pool Project 2025

Quote Information:

Quote #: 048208
Version: 1
Delivery Date: 04/04/2025
Expiration Date: 05/01/2025

Bill To:

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Oxford, MS 38655
Accounts Payable
bills@oxfordms.net
(662) 236-1310

Ship To:

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Cameras/ Verkada 1 Year

Part #	Description	Price	Qty	Ext. Price
It is BCI's understanding that the following items are provided under another contract for the City of Oxford. The items below are excluded from BCI's pricing:				
Cellular Network SIM Cards for the Outdoor Cameras (See TS 100)				
Conduit, Bushings, Boxes, Floor boxes, Raceway, Cable trays, & J-Hooks				
Outdoor Speakers, Amplifier, Cabling & Tuner (See TS 100)				
CH52-1TBE-HW	CH52-E Outdoor Multisensor Camera, 1TB, 30 Days Max	\$2,879.20	4	\$11,516.80
ACC-POE-90W-E-NA	Outdoor 90W PoE++ (802.3bt-2018) Injector, GigE, NA Type B	\$239.20	4	\$956.80
GC31-E-HW	GC31 Cellular Gateway, Outdoor	\$1,039.20	4	\$4,156.80
ACC-MNT-POLE-1	Pole Mount	\$167.20	4	\$668.80
ACC-MNT-ARM-1	Arm Mount	\$79.20	4	\$316.80
ACC-MNT-PEND-1	Pendant Cap Mount	\$55.20	4	\$220.80
CD63-512E-HW	CD63-E Outdoor Dome Camera, 512GB, 30 Days Max	\$1,359.20	1	\$1,359.20
CD63-512-HW	CD63 Indoor Dome Camera, 512GB, 30 Days Max	\$1,199.20	6	\$7,195.20
AC42-HW	AC42 4 Door Controller	\$1,439.20	2	\$2,878.40
AD64-HW	AD64 Multi-format, Single Gang Card Reader with Keypad	\$479.20	6	\$2,875.20
LIC-CH52-1Y-CAP	1-Year CH52 Multisensor Camera License, Capacity Increase	\$479.20	4	\$1,916.80



Cameras/ Verkada 1 Year

Part #	Description	Price	Qty	Ext. Price
LIC-GC-1Y-CAP	1-Year Cellular Gateway License, Capacity Increase	\$239.20	4	\$956.80
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LIC-AC-1Y-CAP	1-Year Door License, Capacity Increase	\$199.20	6	\$1,195.20
SHIPPING FEES	Shipping & Handling	\$0.00	1	\$0.00

Cameras/ Verkada 5 Year

Part #	Description	Price	Qty	Ext. Price
LIC-CH52-5Y-CAP	5-Year CH52 Multisensor Camera License, Capacity Increase	\$2,159.20	1	\$2,159.20
LIC-GC-5Y-CAP	5-Year Cellular Gateway License, Capacity Increase	\$1,079.20	1	\$1,079.20
LIC-CAM-5Y-CAP	5-Year Camera License, Capacity Increase	\$719.20	1	\$719.20
LIC-AC-5Y-CAP	5-Year Door License, Capacity Increase	\$799.20	1	\$799.20
*Optional Amount:				\$4,756.80

*Note this is qty 1 of each part number.

Subtotal: **\$37,328.00**

Display/9200L

Part #	Description	Price	Qty	Ext. Price
CAB-GUIDE-1RU	Cisco - Cable management guide - 1U - for P/N: C9300X-24HX-1A		1	
C9200L-48P-4X-E	CATALYST 9200L 48-PORT POE+, 4 X 10G, NETWORK ESSENTIALS	\$2,888.22	1	\$2,888.22
CON-SNT-C9200L4X	SNTC-8X5XNBD Catalyst 9200L 48-port PoE+, 4 x 10G, Ne	\$519.35	1	\$519.35
C9200L-NW-E-48	C9200L NETWORK ESSENTIALS, 48-PORT LICENSE		1	
PWR-C5-BLANK	Cisco - Power supply blank cover - for Catalyst 9200		1	
C9200L-DNA-E-48	C9200L CISCO DNA ESSENTIALS, 48-PORT TERM LICENSE		1	



Quote #: 048208 Version: 1

Business Communications, Inc.
442 Highland Colony Parkway / Ridgeland, MS 39157
Phone: 601.898.1890 / Fax: 601.898.1310

Display/9200L

Part #	Description	Price	Qty	Ext. Price
C9200L-DNA-E-48-3Y	C9200L CISCO DNA ESSENTIALS, 48-PORT, 3 YEAR TERM LICENSE	\$768.26	1	\$768.26
C9200-STACK-BLANK	Cisco - Blank panel - for Catalyst 9200		2	
C9K-ACC-SCR-4	Cisco - Screw kit (pack of 4 pieces) - for P/N: C9300X-24HX-1A		1	
C9K-ACC-RBFT	Cisco - Rubber feet - for P/N: C9300X-24HX-1A		1	
CAB-TA-NA	Cisco - Power cable - IEC 60320 C15 to NEMA 5-15 (M) - AC 110 V - 8 ft - North America - for Catalyst 3850-24, 3850-48, 9200, 9300		1	
NETWORK-PNP-LIC	NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT		1	
QN75LST7DAF XZA	75" Class The Terrace Partial Sun Neo QLED 4K LST7D - Smart TV - QLED - 74.5Inch - 2160P - 3840 x 2160 - 120 Hz refresh rate Motion Xcelerator - 100% Color Volume - LAN,Wi-Fi,Bluetooth - HDMI, 1 x USB-A, Ethernet (LAN), RF In, Ex-Link (RS-232C), BT5.2,	\$4,500.00	1	\$4,500.00
XSM1U	Wall Display Mount - X-Large Fusion Micro-Adjustable Fixed Wall Display Mount - Black - Typical Screen Size: 55 -100" (1397mm - 2540mm) - Weight Capacity: 250 lbs (113.4 kg)	\$225.00	1	\$225.00
Subtotal:				\$8,900.83

Phones & Webex

Part #	Description	Price	Qty	Ext. Price
CP-6871-3PCC-K9=	Cisco IP Phone 6871 - VoIP phone - IEEE 802.11n (Wi-Fi) - SIP, SRTP - 4 lines - charcoal	\$158.49	4	\$633.96
Subtotal:				\$633.96



Cabling

Part #	Description	Price	Qty	Ext. Price
CABLING SUBLET	Pool Data Cabling	\$8,773.60	1	\$8,773.60

QTY			P/N & DESCRIPTION
Horizontal Cabling			
6	EA	-	Single Cat-6 Drop - Keypad
5	EA	-	Control Cable Runs - Coiled Above Accessible Area Near Door & In Associated IT Room & Labeled At Each End
7	EA	-	Single Cat-6 Drop - Camera
8	EA	-	Dual Cat-6 Drop Wall Outlet
3	EA	-	Dual Cat-6 Drop Wireless AP
1	EA	-	Dual Cat-6 Drop TV Outlet
1	EA	-	Mount 75" TV (TV & Mtg Hardware Provided By Customer)
3,000	FT	-	Cat-6 Data Cable
1,000	FT	-	Genesis 21965002 Access Control Wire
18	EA	-	Cat-6 DATA Jack
19	EA	-	RJ-45 Modend - Keypads, Cameras, & WAPs
9	EA	-	Dual Faceplate
36	EA	-	1' - 3' Cat-6 Data Patch Cords
MDF/IDF Buildout			
1	EA	-	2' - Wall Mount Open Swing Data Rack
1	EA	-	24 Port Cat-6 Patch Panel
1	EA	-	48 Port Cat-6 Patch Panel
2	EA	-	Horizontal Wire Manager
Pathways			
1	EA	-	J-Hooks (2") Where Necessary
Misc Labor			
35	EA	-	MISC LABOR
		-	Testing & Labeling Copper
Consumables			
-	EA	-	CONSUMABLES
-		-	Miscellaneous Travel, Ties, Labels, Tape, Sealant, etc.

INSTALL CAT-6 CABLING & ACCESS CONTROL CABLE FOR DATA, WIRELESS, CCTV/CAMERAS & KEYPADS AS SHOWN ON DWG. T401 DATED 4/26/24. INCLUDES MOUNTING WIRELESS ACCESS POINTS PROVIDED BY BCI.

EXCLUSIONS: PRICE IS FOR CABLING PLANT ONLY. NO CONDUIT, BUSHINGS, BOXES, FLOORBOXES, RACEWAY, CABLE TRAY, SWITCHES, ROUTERS, INSTALLATION OR CONFIGURATION, NO INTERCOM, SPEAKERS, OR CABLING, NO ELECTRICAL, GROUNDING, NO BONDS, CONTRACTOR MPC OR ANY APPLICABLE TAXES.

Subtotal: **\$8,773.60**

Wireless

Part #	Description	Price	Qty	Ext. Price
AP460C-FCC	ExtremeCloud IQ Tri-radio Outdoor WiFi 6 AP (4x4 5 GHz 2x2 dual band 1x1 sensor). Dual 5GHz 2.5 GE 1 GE port . Integrated light/power sensors BLE/Zigbee. AI/ML green mode. Internal OMNI antenna.Domain US	\$646.90	2	\$1,293.80



Quote #: 048208 Version: 1

Business Communications, Inc.
442 Highland Colony Parkway / Ridgeland, MS 39157
Phone: 601.898.1890 / Fax: 601.898.1310

Wireless

Part #	Description	Price	Qty	Ext. Price
97004-AP460C-FCC	EW NBD AHR AP460C-FCC 1 YR	\$57.87	2	\$115.74
AP4000-WW	Indoor Tri Radio WiFi 6E AP 2.4 GHz 5GHz 6GHz Multirate Port. Integrated Light power sensors BLE/Zigbee. AI/ML green mode. INT antennas. T-Bar Incl Mt (AH-ACC-BKT-AX-TB). Domain World Sku	\$545.56	1	\$545.56
97004-AP4000-WW	EW NBD AHR AP4000-WW 1 YR	\$56.00	1	\$56.00
Subtotal:				\$2,011.10

Verkada Labor

Part #	Description	Price	Qty	Ext. Price																							
SUBCONTRACTOR	Verkada Labor	\$13,035.84	1	\$13,035.84																							
	<table><tr><th>ACTIVITY</th><th>DESCRIPTION</th><th>QTY</th></tr><tr><td>Camera installation and configuration</td><td>Installation of cameras, addressing, configuration, and aiming to optimum settings.</td><td>11</td></tr><tr><td>Cellular Gateway installation</td><td></td><td>4</td></tr><tr><td>Access control installation and configuration</td><td>Installation of electronic access controls and all required wiring and hardware, per opening/door.</td><td>6</td></tr><tr><td>Maglock - 600 LBS</td><td>ASSA ABLOY 600 LBS holding force 12/24 VDC</td><td>6</td></tr><tr><td>Essex EX-PEB2S Piezoelectric Request to Exit Push Button</td><td>Essex EX-PEB2S Piezoelectric Request to Exit Push Button</td><td>6</td></tr><tr><td>Emergency Pull Station</td><td>Camden CM-701U Universal Blue Pull Station with 5 Message Labels/ Eng. Fr. and Sp. (Replaces CM-701, CM-701E, CM-701BE)</td><td>6</td></tr><tr><td>MISC</td><td>Wire, Mounting implements, and misc parts and tool estimate.</td><td>1</td></tr></table>	ACTIVITY	DESCRIPTION	QTY	Camera installation and configuration	Installation of cameras, addressing, configuration, and aiming to optimum settings.	11	Cellular Gateway installation		4	Access control installation and configuration	Installation of electronic access controls and all required wiring and hardware, per opening/door.	6	Maglock - 600 LBS	ASSA ABLOY 600 LBS holding force 12/24 VDC	6	Essex EX-PEB2S Piezoelectric Request to Exit Push Button	Essex EX-PEB2S Piezoelectric Request to Exit Push Button	6	Emergency Pull Station	Camden CM-701U Universal Blue Pull Station with 5 Message Labels/ Eng. Fr. and Sp. (Replaces CM-701, CM-701E, CM-701BE)	6	MISC	Wire, Mounting implements, and misc parts and tool estimate.	1		
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Subtotal:				\$13,035.84																							



Quote #: 048208 Version: 1

Business Communications, Inc.
442 Highland Colony Parkway / Ridgeland, MS 39157
Phone: 601.898.1890 / Fax: 601.898.1310

BCI Labor

Part #	Description	Price	Qty	Ext. Price
BCI-LABOR-PROJECT-FIXED-FEE	Fixed Fee Project Labor Fixed Fee Project Labor	\$4,000.00	1	\$4,000.00
Subtotal:				\$4,000.00

Webex Call -Cisco

Part #	Description	Price	Qty	Ext. Price
A-FLEX-3	COLLABORATION FLEX PLAN 3.0	\$0.00	1	\$0.00
SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	\$0.00	4	\$0.00
A-FLEX-NUCL-P	NU Webex Calling Professional - Includes Voicemail - 1 year	\$135.48	4	\$541.92
A-AUD-OCP1-NU	Outbound Calling Plan - Named User - 1 Year	\$42.00	4	\$168.00
A-AUD-OCP1-U	OCPL FROM THE US- UNLIMITED FOR US - UNC	\$0.13	1	\$0.13
A-AUD-U-TN	TELEPHONE NUMBER (TN) FOR UNITED STATES	\$0.03	1	\$0.03
A-AUD-PSTN-INT	METERED CALLING FROM THE UNITED STATES -	\$0.00	1	\$0.00
A-AUD-U-TN-NL	Telephone number (TN) for Non Local Number- Uncommitted	\$0.03	1	\$0.03
A-AUD-PSTN-INT-NL	International Metered Calling for Non Local	\$0.00	1	\$0.00
A-FLEX-ERC	\$43/ instance Cisco Collaboration Flex Plan Emergency Response Center Call - Fee - 1 location search - United States	\$0.00	1	\$0.00
Subtotal:				\$710.11



Quote #: 048208 Version: 1

Business Communications, Inc.
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Phone: 601.898.1890 / Fax: 601.898.1310

Quote Summary	Amount
Cameras/ Verkada 1 Year	\$37,328.00
Display/9200L	\$8,900.83
Phones & Webex	\$633.96
Cabling	\$8,773.60
Wireless	\$2,011.10
Verkada Labor	\$13,035.84
BCI Labor	\$4,000.00
Webex Call -Cisco	\$710.11
Total	\$75,393.44

Return Policy: All requests to return merchandise and/or materials purchased are subject to manufacturer's authorization and return policy. If purchased materials and/or merchandise is damaged, defective, and/or non-functional on arrival, customers have 30 days from date of invoice to request a return. All returned materials and/or merchandise must be complete with all manuals, cables, warranty cards, static bags, etc., just as the Customer received them. All other materials and/or merchandise can only be returned if the box and/or packaging has not been opened. Authorization of these returns are subject to the manufacturer's approval and are subject to a restocking fee.



Quote #: 048208 Version: 1

Business Communications, Inc.
442 Highland Colony Parkway / Ridgeland, MS 39157
Phone: 601.898.1890 / Fax: 601.898.1310

By signing this document the customer acknowledges that they have received and read a copy of the BCI General Customer Agreement and agrees to all the terms contained therein. This quote is valid through 5/1/2025 12:00:00 AM.

Customer signature and acceptance of this quote serves as authorization for BCI to procure the products and services detailed in the quote on behalf of the customer and to invoice customer accordingly.

Pricing includes 3% discount for payments made by cash, check, or ACH.

BCI will generate an invoice for the customer when the hardware ships from the supplier.

City of Oxford

Business Communications, Inc

Accepted By:
Signature

Name

Title

Date

By:
Signature

Name

Title

Date

John McIntyre

Account Executive

April 04, 2025

John McIntyre, Account Executive

442 Highland Colony Parkway
Ridgeland, MS 39157

Office: 601.427.4254

Fax 601.898.1310

Email: jmcintyre@bcianswers.com

Website: <http://bcianswers.com/>



CHANGE ORDER REQUEST

CONTRACTOR:

J.P. Corp General Contractors
 2411 S Lamar Blvd, Suite C
 Oxford, MS 38655

COR # 17

DATE 4/14/2025

PROJECT:

OXFORD CITY POOL IMPROVEMENTS

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G.C. Overhead and Profit at 10% \$ 7,539.34

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Kelly Carpenter, PM **4/14/2025**
 Your Name, Title Date

Accepted - The above prices and specifications of this change order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature _____
 Date of Acceptance _____



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Cameras/ Verkada 1 Year

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CON-SNT-C9200L4X	SNTC-8X5XNBD Catalyst 9200L 48-port PoE+, 4 x 10G, Ne	\$519.35	1	\$519.35
C9200L-NW-E-48	C9200L NETWORK ESSENTIALS, 48-PORT LICENSE		1	
PWR-C5-BLANK	Cisco - Power supply blank cover - for Catalyst 9200		1	
C9200L-DNA-E-48	C9200L CISCO DNA ESSENTIALS, 48-PORT TERM LICENSE		1	



Quote #: 048208 Version: 1

Business Communications, Inc.
442 Highland Colony Parkway / Ridgeland, MS 39157
Phone: 601.898.1890 / Fax: 601.898.1310

Display/9200L

Part #	Description	Price	Qty	Ext. Price
C9200L-DNA-E-48-3Y	C9200L CISCO DNA ESSENTIALS, 48-PORT, 3 YEAR TERM LICENSE	\$768.26	1	\$768.26
C9200-STACK-BLANK	Cisco - Blank panel - for Catalyst 9200		2	
C9K-ACC-SCR-4	Cisco - Screw kit (pack of 4 pieces) - for P/N: C9300X-24HX-1A		1	
C9K-ACC-RBFT	Cisco - Rubber feet - for P/N: C9300X-24HX-1A		1	
CAB-TA-NA	Cisco - Power cable - IEC 60320 C15 to NEMA 5-15 (M) - AC 110 V - 8 ft - North America - for Catalyst 3850-24, 3850-48, 9200, 9300		1	
NETWORK-PNP-LIC	NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT		1	
QN75LST7DAF XZA	75" Class The Terrace Partial Sun Neo QLED 4K LST7D - Smart TV - QLED - 74.5Inch - 2160P - 3840 x 2160 - 120 Hz refresh rate Motion Xcelerator - 100% Color Volume - LAN,Wi-Fi,Bluetooth - HDMI, 1 x USB-A, Ethernet (LAN), RF In, Ex-Link (RS-232C), BT5.2,	\$4,500.00	1	\$4,500.00
XSM1U	Wall Display Mount - X-Large Fusion Micro-Adjustable Fixed Wall Display Mount - Black - Typical Screen Size: 55 -100" (1397mm - 2540mm) - Weight Capacity: 250 lbs (113.4 kg)	\$225.00	1	\$225.00
Subtotal:				\$8,900.83

Phones & Webex

Part #	Description	Price	Qty	Ext. Price
CP-6871-3PCC-K9=	Cisco IP Phone 6871 - VoIP phone - IEEE 802.11n (Wi-Fi) - SIP, SRTP - 4 lines - charcoal	\$158.49	4	\$633.96
Subtotal:				\$633.96



Cabling

Part #	Description	Price	Qty	Ext. Price
CABLING SUBLET	Pool Data Cabling	\$8,773.60	1	\$8,773.60

QTY			P/N & DESCRIPTION
Horizontal Cabling			
6	EA	-	Single Cat-6 Drop - Keypad
5	EA	-	Control Cable Runs - Coiled Above Accessible Area Near Door & In Associated IT Room & Labeled At Each End
7	EA	-	Single Cat-6 Drop - Camera
8	EA	-	Dual Cat-6 Drop Wall Outlet
3	EA	-	Dual Cat-6 Drop Wireless AP
1	EA	-	Dual Cat-6 Drop TV Outlet
1	EA	-	Mount 75" TV (TV & Mtg Hardware Provided By Customer)
3,000	FT	-	Cat-6 Data Cable
1,000	FT	-	Genesis 21965002 Access Control Wire
18	EA	-	Cat-6 DATA Jack
19	EA	-	RJ-45 Modend - Keypads, Cameras, & WAPs
9	EA	-	Dual Faceplate
36	EA	-	1' - 3' Cat-6 Data Patch Cords
MDF/IDF Buildout			
1	EA	-	2' - Wall Mount Open Swing Data Rack
1	EA	-	24 Port Cat-6 Patch Panel
1	EA	-	48 Port Cat-6 Patch Panel
2	EA	-	Horizontal Wire Manager
Pathways			
1	EA	-	J-Hooks (2") Where Necessary
Miscellaneous Labor			
35	EA	-	MISC LABOR
		-	Testing & Labeling Copper
Consumables			
-	EA	-	CONSUMABLES
-		-	Miscellaneous Travel, Ties, Labels, Tape, Sealant, etc.

INSTALL CAT-6 CABLING & ACCESS CONTROL CABLE FOR DATA, WIRELESS, CCTV/CAMERAS & KEYPADS AS SHOWN ON DWG. T401 DATED 4/26/24. INCLUDES MOUNTING WIRELESS ACCESS POINTS PROVIDED BY BCI.

EXCLUSIONS: PRICE IS FOR CABLING PLANT ONLY. NO CONDUIT, BUSHINGS, BOXES, FLOORBOXES, RACEWAY, CABLE TRAY, SWITCHES, ROUTERS, INSTALLATION OR CONFIGURATION, NO INTERCOM, SPEAKERS, OR CABLING, NO ELECTRICAL, GROUNDING, NO BONDS, CONTRACTOR MPC OR ANY APPLICABLE TAXES.

Subtotal: **\$8,773.60**

Wireless

Part #	Description	Price	Qty	Ext. Price
AP460C-FCC	ExtremeCloud IQ Tri-radio Outdoor WiFi 6 AP (4x4 5 GHz 2x2 dual band 1x1 sensor). Dual 5GHz 2.5 GE 1 GE port . Integrated light/power sensors BLE/Zigbee. AI/ML green mode. Internal OMNI antenna.Domain US	\$646.90	2	\$1,293.80



Quote #: 048208 Version: 1

Business Communications, Inc.
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Wireless

Part #	Description	Price	Qty	Ext. Price
97004-AP460C-FCC	EW NBD AHR AP460C-FCC 1 YR	\$57.87	2	\$115.74
AP4000-WW	Indoor Tri Radio WiFi 6E AP 2.4 GHz 5GHz 6GHz Multirate Port. Integrated Light power sensors BLE/Zigbee. AI/ML green mode. INT antennas. T-Bar Incl Mt (AH-ACC-BKT-AX-TB). Domain World Sku	\$545.56	1	\$545.56
97004-AP4000-WW	EW NBD AHR AP4000-WW 1 YR	\$56.00	1	\$56.00
Subtotal:				\$2,011.10

Verkada Labor

Part #	Description	Price	Qty	Ext. Price																							
SUBCONTRACTOR	Verkada Labor	\$13,035.84	1	\$13,035.84																							
	<table><tr><th>ACTIVITY</th><th>DESCRIPTION</th><th>QTY</th></tr><tr><td>Camera installation and configuration</td><td>Installation of cameras, addressing, configuration, and aiming to optimum settings.</td><td>11</td></tr><tr><td>Cellular Gateway installation</td><td></td><td>4</td></tr><tr><td>Access control installation and configuration</td><td>Installation of electronic access controls and all required wiring and hardware, per opening/door.</td><td>6</td></tr><tr><td>Maglock - 600 LBS</td><td>ASSA ABLOY 600 LBS holding force 12/24 VDC</td><td>6</td></tr><tr><td>Essex EX-PEB2S Piezoelectric Request to Exit Push Button</td><td>Essex EX-PEB2S Piezoelectric Request to Exit Push Button</td><td>6</td></tr><tr><td>Emergency Pull Station</td><td>Camden CM-701U Universal Blue Pull Station with 5 Message Labels/ Eng. Fr. and Sp. (Replaces CM-701, CM-701E, CM-701BE)</td><td>6</td></tr><tr><td>MISC</td><td>Wire, Mounting implements, and misc parts and tool estimate.</td><td>1</td></tr></table>	ACTIVITY	DESCRIPTION	QTY	Camera installation and configuration	Installation of cameras, addressing, configuration, and aiming to optimum settings.	11	Cellular Gateway installation		4	Access control installation and configuration	Installation of electronic access controls and all required wiring and hardware, per opening/door.	6	Maglock - 600 LBS	ASSA ABLOY 600 LBS holding force 12/24 VDC	6	Essex EX-PEB2S Piezoelectric Request to Exit Push Button	Essex EX-PEB2S Piezoelectric Request to Exit Push Button	6	Emergency Pull Station	Camden CM-701U Universal Blue Pull Station with 5 Message Labels/ Eng. Fr. and Sp. (Replaces CM-701, CM-701E, CM-701BE)	6	MISC	Wire, Mounting implements, and misc parts and tool estimate.	1		
ACTIVITY	DESCRIPTION	QTY																									
Camera installation and configuration	Installation of cameras, addressing, configuration, and aiming to optimum settings.	11																									
Cellular Gateway installation		4																									
Access control installation and configuration	Installation of electronic access controls and all required wiring and hardware, per opening/door.	6																									
Maglock - 600 LBS	ASSA ABLOY 600 LBS holding force 12/24 VDC	6																									
Essex EX-PEB2S Piezoelectric Request to Exit Push Button	Essex EX-PEB2S Piezoelectric Request to Exit Push Button	6																									
Emergency Pull Station	Camden CM-701U Universal Blue Pull Station with 5 Message Labels/ Eng. Fr. and Sp. (Replaces CM-701, CM-701E, CM-701BE)	6																									
MISC	Wire, Mounting implements, and misc parts and tool estimate.	1																									
Subtotal:				\$13,035.84																							



Quote #: 048208 Version: 1

Business Communications, Inc.
442 Highland Colony Parkway / Ridgeland, MS 39157
Phone: 601.898.1890 / Fax: 601.898.1310

BCI Labor

Part #	Description	Price	Qty	Ext. Price
BCI-LABOR-PROJECT-FIXED-FEE	Fixed Fee Project Labor Fixed Fee Project Labor	\$4,000.00	1	\$4,000.00
Subtotal:				\$4,000.00

Webex Call -Cisco

Part #	Description	Price	Qty	Ext. Price
A-FLEX-3	COLLABORATION FLEX PLAN 3.0	\$0.00	1	\$0.00
SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	\$0.00	4	\$0.00
A-FLEX-NUCL-P	NU Webex Calling Professional - Includes Voicemail - 1 year	\$135.48	4	\$541.92
A-AUD-OCP1-NU	Outbound Calling Plan - Named User - 1 Year	\$42.00	4	\$168.00
A-AUD-OCP1-U	OCPL FROM THE US- UNLIMITED FOR US - UNC	\$0.13	1	\$0.13
A-AUD-U-TN	TELEPHONE NUMBER (TN) FOR UNITED STATES	\$0.03	1	\$0.03
A-AUD-PSTN-INT	METERED CALLING FROM THE UNITED STATES -	\$0.00	1	\$0.00
A-AUD-U-TN-NL	Telephone number (TN) for Non Local Number- Uncommitted	\$0.03	1	\$0.03
A-AUD-PSTN-INT-NL	International Metered Calling for Non Local	\$0.00	1	\$0.00
A-FLEX-ERC	\$43/ instance Cisco Collaboration Flex Plan Emergency Response Center Call - Fee - 1 location search - United States	\$0.00	1	\$0.00
Subtotal:				\$710.11



Quote #: 048208 Version: 1

Business Communications, Inc.
442 Highland Colony Parkway / Ridgeland, MS 39157
Phone: 601.898.1890 / Fax: 601.898.1310

Quote Summary	Amount
Cameras/ Verkada 1 Year	\$37,328.00
Display/9200L	\$8,900.83
Phones & Webex	\$633.96
Cabling	\$8,773.60
Wireless	\$2,011.10
Verkada Labor	\$13,035.84
BCI Labor	\$4,000.00
Webex Call -Cisco	\$710.11
Total	\$75,393.44

Return Policy: All requests to return merchandise and/or materials purchased are subject to manufacturer's authorization and return policy. If purchased materials and/or merchandise is damaged, defective, and/or non-functional on arrival, customers have 30 days from date of invoice to request a return. All returned materials and/or merchandise must be complete with all manuals, cables, warranty cards, static bags, etc., just as the Customer received them. All other materials and/or merchandise can only be returned if the box and/or packaging has not been opened. Authorization of these returns are subject to the manufacturer's approval and are subject to a restocking fee.



Quote #: 048208 Version: 1

Business Communications, Inc.
442 Highland Colony Parkway / Ridgeland, MS 39157
Phone: 601.898.1890 / Fax: 601.898.1310

By signing this document the customer acknowledges that they have received and read a copy of the BCI General Customer Agreement and agrees to all the terms contained therein. This quote is valid through 5/1/2025 12:00:00 AM.

Customer signature and acceptance of this quote serves as authorization for BCI to procure the products and services detailed in the quote on behalf of the customer and to invoice customer accordingly.

Pricing includes 3% discount for payments made by cash, check, or ACH.

BCI will generate an invoice for the customer when the hardware ships from the supplier.

City of Oxford

Business Communications, Inc

Accepted By:
Signature

Name

Title

Date

By:
Signature

Name

Title

Date

John McIntyre

Account Executive

April 04, 2025

John McIntyre, Account Executive

442 Highland Colony Parkway
Ridgeland, MS 39157

Office: 601.427.4254

Fax 601.898.1310

Email: jmcintyre@bcianswers.com

Website: <http://bcianswers.com/>

	City Street/Highway Interchange	THORNBERRY		CBLA MANAGEMENT LLC.		SLM		LEAST EXPENSIVE		
		Price Per Cut	per cut x 16	Price Per Cut	per cut x 16	Price Per Cut	per cut x 16	THORNBERRY	CBLA	SLM
1)	George G "Pat" Patterson Parkway (From Anderson Road to the City Limits)	\$ 1,400.00	\$ 22,400.00	\$ 5,156.49	\$ 82,503.84	\$ 1,485.00	\$ 23,760.00	X		
2)	Highway 314 (From Former CR 1081 to George G "Pat" Patterson Parkway)	\$ 700.00	\$ 11,200.00	\$ 5,247.81	\$ 83,964.96	\$ 650.00	\$ 10,400.00			X
3)	F. D. "Buddy East Parkway (From the End of Sisk Avenue to the Highway 6 Interchange)	\$ 600.00	\$ 9,600.00	\$ 665.42	\$ 10,646.72	\$ 600.00	\$ 9,600.00	X		X
4)	Former County Road 280 (From the Roundabout to the Brittany Woods Entrance)	\$ 300.00	\$ 4,800.00	\$ 215.48	\$ 3,447.68	\$ 300.00	\$ 4,800.00		X	
5)	Woodlawn Drive (From West Oxford Loop to where it turns North)	\$ 300.00	\$ 4,800.00	\$ 116.02	\$ 1,856.32	\$ 310.00	\$ 4,960.00		X	
6)	College Hill Road (From Lost Pizza to the City Limits)	\$ 800.00	\$ 12,800.00	\$ 983.83	\$ 15,741.28	\$ 625.00	\$ 10,000.00			X
7)	Golf Club Road	\$ 300.00	\$ 4,800.00	\$ 476.28	\$ 7,620.48	\$ 325.00	\$ 5,200.00	X		
8)	County Road 207 (Charger Lane) to Calvary Baptist Church	\$ 180.00		\$ 104.72	\$ 1,675.52	\$ 220.00	\$ 3,520.00		X	
9)	South Lamar (From Pearidge Road to just before Highway 7 South)	\$ 450.00	\$ 7,200.00	\$ 2,455.04	\$ 39,280.64	\$ 900.00	\$ 14,400.00	X		
10)	Graystone Boulevard (Islands Only)	\$ 100.00	\$ 1,600.00	\$ 86.72	\$ 1,387.52	\$ 100.00	\$ 1,600.00		X	
11)	Old Taylor Road (From South Roundabout to Belk Boulevard)	\$ 250.00	\$ 4,000.00	\$ 1,259.10	\$ 20,145.60	\$ 325.00	\$ 5,200.00	X		
12)	Belk Boulevard (From Old Taylor Road to Nicole Drive)	\$ 250.00	\$ 4,000.00	\$ 357.12	\$ 5,713.92	\$ 325.00	\$ 5,200.00	X	X	
13)	Nicole Drive	\$ 250.00	\$ 4,000.00	\$ 210.50	\$ 3,368.00	\$ 225.00	\$ 3,600.00		X	
14)	Jackson Avenue West (From Highland Place to Thirkield Drive)	\$ 300.00	\$ 4,800.00	\$ 1,951.20	\$ 31,219.20	\$ 525.00	\$ 8,400.00	X		
15)	Ricky D. Britt Sr. Drive up to West End Apartments	\$ 120.00	\$ 1,920.00	\$ 375.60	\$ 6,009.60	\$ 105.00	\$ 1,680.00			X
16)	Hwy 7 and University Ave. North Side	\$ 100.00	\$ 1,600.00	\$ 247.89	\$ 3,966.24	\$ 115.00	\$ 1,840.00	X		
17)	Hwy 7 and University Ave. South Side	\$ 100.00	\$ 1,600.00	\$ 366.35	\$ 5,861.60	\$ 165.00	\$ 2,640.00	X		
18)	Hwy 6 and Hwy 7 Interchange - North Median Section "A"	\$ 54.00	\$ 864.00	\$ 184.75	\$ 2,956.00	\$ 90.00	\$ 1,440.00	X		
19)	Hwy 6 and Hwy 7 Interchange - North Median Section "B"	\$ 36.00	\$ 576.00	\$ 50.19	\$ 803.04	\$ 35.00	\$ 560.00			X
20)	Hwy 6 and Hwy 7 Interchange - North Median Section "C"	\$ 54.00	\$ 864.00	\$ 107.07	\$ 1,713.12	\$ 50.00	\$ 800.00			X
21)	Hwy 6 and Hwy 7 Interchange - South Median Section "A"	\$ 45.00	\$ 720.00	\$ 144.99	\$ 2,319.84	\$ 70.00	\$ 1,120.00	X		
22)	Hwy 6 and Hwy 7 Interchange - South Median Section "B"	\$ 36.00	\$ 578.00	\$ 86.06	\$ 1,376.96	\$ 40.00	\$ 640.00	X		
23)	Hwy 6 and Hwy 7 Interchange - Inside Northwest Offramp	\$ 100.00	\$ 1,600.00	\$ 348.27	\$ 5,572.32	\$ 160.00	\$ 2,560.00	X		
24)	Hwy 6 and Hwy 7 Interchange - Inside Northeast Offramp	\$ 110.00	\$ 1,760.00	\$ 452.66	\$ 7,242.56	\$ 205.00	\$ 3,280.00	X		
25)	Hwy 6 and Hwy 7 Interchange - Inside Southwest Offramp	\$ 36.00	\$ 578.00	\$ 52.03	\$ 832.48	\$ 35.00	\$ 560.00			X
26)	Hwy 6 and Hwy 7 Interchange - Inside Southeast Offramp	\$ 75.00	\$ 1,200.00	\$ 155.14	\$ 2,482.24	\$ 70.00	\$ 1,120.00			X
27)	Hwy 6 and Hwy 7 Interchange - Northwest Triangle	\$ 90.00	\$ 1,440.00	\$ 283.25	\$ 4,532.00	\$ 130.00	\$ 2,080.00	X		
28)	Hwy 6 and Hwy 7 Interchange - Northeast Triangle	\$ 36.00	\$ 578.00	\$ 62.42	\$ 998.72	\$ 30.00	\$ 480.00			X
29)	Hwy 6 and Hwy 7 Interchange - Southwest Triangle	\$ 40.00	\$ 640.00	\$ 79.74	\$ 1,275.84	\$ 37.00	\$ 592.00			X
30)	Hwy 6 and Hwy 7 Interchange - Southeast Triangle	\$ 40.00	\$ 640.00	\$ 102.35	\$ 1,637.60	\$ 47.00	\$ 752.00	X		
31)	Hwy 6 and Hwy 334 Interchange - North Offramp Section "A"	\$ 60.00	\$ 960.00	\$ 93.15	\$ 1,490.40	\$ 44.00	\$ 704.00			X
32)	Hwy 6 and Hwy 334 Interchange - North Offramp Section "B"	\$ 77.00	\$ 1,232.00	\$ 187.78	\$ 3,004.48	\$ 87.00	\$ 1,392.00	X		
33)	Hwy 6 and Hwy 334 Interchange - North Offramp Section "C"	\$ 54.00	\$ 864.00	\$ 154.43	\$ 2,470.88	\$ 72.00	\$ 1,152.00	X		
34)	Hwy 6 and Hwy 334 Interchange - North Offramp Section "D"	\$ 72.00	\$ 1,152.00	\$ 122.53	\$ 1,960.48	\$ 58.00	\$ 928.00			X
35)	Hwy 6 and Hwy 334 Interchange - South Offramp Section "A"	\$ 41.00	\$ 656.00	\$ 20.70	\$ 331.20	\$ 20.00	\$ 320.00			X
36)	Hwy 6 and Hwy 334 Interchange - South Offramp Section "B"	\$ 72.00	\$ 1,152.00	\$ 239.87	\$ 3,837.92	\$ 109.00	\$ 1,744.00	X		
37)	Hwy 6 and Hwy 334 Interchange - South Offramp Section "C"	\$ 54.00	\$ 864.00	\$ 190.98	\$ 3,055.68	\$ 87.00	\$ 1,392.00	X		
38)	Hwy 6 and Hwy 334 Interchange - South Offramp Section "D"	\$ 72.00	\$ 1,152.00	\$ 359.42	\$ 5,750.72	\$ 165.00	\$ 2,640.00	X		
39)	Hwy 6 and Hwy 334 Interchange - South Offramp Section "E"	\$ 41.00	\$ 656.00	\$ 124.13	\$ 1,986.08	\$ 58.00	\$ 928.00	X		
40)	Hwy 6 and Hwy 334 Interchange - Concrete Area No. 1	\$ 20.00	\$ 320.00	\$ 13.15	\$ 210.40	\$ 15.00	\$ 240.00		X	

City Street/Highway Interchange		Price Per Cut	per cut x 16	Price Per Cut	per cut x 16	Price Per Cut	per cut x 16	THORNBERRY	CBLA	SLM
41)	Hwy 6 and Hwy 334 Interchange - Concrete Area No. 2	\$ 20.00	\$ 320.00	\$ 4.40	\$ 70.40	\$ 15.00	\$ 240.00		X	
42)	Hwy 6 and Hwy 334 Interchange - Concrete Area No. 3	\$ 20.00	\$ 320.00	\$ 75.79	\$ 1,212.64	\$ 25.00	\$ 400.00	X		
43)	Hwy 6 and Hwy 334 Interchange - Concrete Area No. 4	\$ 20.00	\$ 320.00	\$ 15.66	\$ 250.56	\$ 20.00	\$ 320.00		X	
44)	Hwy 6 and Hwy 334 Interchange - Concrete Area No. 5	\$ 20.00	\$ 320.00	\$ 4.80	\$ 76.80	\$ 20.00	\$ 320.00		X	
45)	Hwy 6 and Hwy 334 Interchange - Concrete Area No. 6	\$ 20.00	\$ 320.00	\$ 120.24	\$ 1,923.84	\$ 40.00	\$ 640.00	X		
46)	Hwy 6 and Thacker Road Interchange - Section "A"	\$ 36.00	\$ 576.00	\$ 54.48	\$ 871.68	\$ 36.00	\$ 576.00	X		X
47)	Hwy 6 and Thacker Road Interchange - Section "B"	\$ 36.00	\$ 576.00	\$ 48.80	\$ 780.80	\$ 36.00	\$ 576.00	X		
48)	Hwy 6 and Thacker Road Interchange - Section "C"	\$ 45.00	\$ 720.00	\$ 177.09	\$ 2,833.44	\$ 80.00	\$ 1,280.00	X		
49)	Hwy 6 and Thacker Road Interchange - Section "D"	\$ 36.00	\$ 576.00	\$ 73.17	\$ 1,170.72	\$ 40.00	\$ 640.00	X		
50)	Hwy 6 and Thacker Road Interchange - Concrete Area No. 1	\$ 20.00	\$ 320.00	\$ 33.82	\$ 541.12	\$ 20.00	\$ 320.00	X		X
51)	Hwy 6 and Thacker Road Interchange - Concrete Area No. 2	\$ 20.00	\$ 320.00	\$ 8.21	\$ 131.36	\$ 15.00	\$ 240.00		X	
52)	Hwy 6 and Thacker Road Interchange - Concrete Area No. 3	\$ 20.00	\$ 320.00	\$ 25.66	\$ 410.56	\$ 20.00	\$ 320.00	X		X
53)	Hwy 6 and Thacker Road Interchange - Concrete Area No. 4	\$ 20.00	\$ 320.00	\$ 35.14	\$ 562.24	\$ 15.00	\$ 240.00			X
54)	Hwy 6 and Thacker Road Interchange - Concrete Area No. 5	\$ 36.00	\$ 576.00	\$ 91.39	\$ 1,462.24	\$ 45.00	\$ 720.00	X		
55)	Hwy 6 & Jackson Ave West Interchange - Section "A"	\$ 76.00	\$ 1,216.00	\$ 418.59	\$ 6,697.44	\$ 191.00	\$ 3,056.00	X		
56)	Hwy 6 & Jackson Ave West Interchange - Section "B"	\$ 41.00	\$ 656.00	\$ 129.18	\$ 2,066.88	\$ 60.00	\$ 960.00	X		
57)	Hwy 6 & Jackson Ave. W. Interchange - Concrete Area No. 6	\$ 54.00	\$ 864.00	\$ 161.36	\$ 2,581.76	\$ 50.00	\$ 800.00			X
58)	Hwy 6 & Jackson Ave. W. Interchange - Concrete Area No. 7	\$ 67.00	\$ 1,072.00	\$ 303.78	\$ 4,860.48	\$ 90.00	\$ 1,440.00	X		
59)	Hwy 6 & Jackson Ave. W. Interchange - Concrete Area No. 8	\$ 20.00	\$ 320.00	\$ 45.25	\$ 724.00	\$ 20.00	\$ 320.00	X		X
60)	Hwy 6 & Jackson Ave. W. Interchange - Concrete Area No. 9	\$ 20.00	\$ 320.00	\$ 74.45	\$ 1,191.20	\$ 25.00	\$ 400.00	X		
61)	Hwy 6 & Jackson Ave. W. Interchange - Concrete Area No. 10	\$ 20.00	\$ 320.00	\$ 78.16	\$ 1,250.56	\$ 25.00	\$ 400.00	X		
62)	Hwy 7 and Belk-Concrete Area	\$ 35.00	\$ 560.00	\$ 194.00	\$ 3,104.00	\$ 35.00	\$ 560.00	X		X
63)	Hwy 7 and Industrial Park Drive	\$ 35.00	\$ 560.00	\$ 307.30	\$ 4,916.80	\$ 35.00	\$ 560.00	X		X
64)	Park Drive (from Zilla Avent to Highway 30)	\$ 150.00	\$ 2,400.00	\$ 47.70	\$ 763.20	\$ 350.00	\$ 5,600.00		X	
65)	Hwy 30 and Park Drive Intersection	\$ 50.00	\$ 800.00	\$ 148.42	\$ 2,374.72	\$ 40.00	\$ 640.00			X
66)	North Lamar Boulevard from North Oxford Baptist south to Highway 30 (Three-way)	\$ 300.00	\$ 4,800.00	\$ 52.43	\$ 838.88	\$ 500.00	\$ 8,000.00		X	
67)	Forest Road (Connector road from FD Buddy East to Brittany Woods)	\$ 125.00	\$ 2,000.00	\$ 481.76	\$ 7,708.16	\$ 50.00	\$ 800.00			X
68)	Old Taylor Road (from Belk Blvd south to City Limits)	\$ 300.00	\$ 4,800.00	\$ 2,201.60	\$ 35,225.60	\$ 400.00	\$ 6,400.00	X		
237 of 272	TOTAL FOR ONE CUTTING OF EVERY AREA (1-68)	\$ 9,477.00		\$ 29,303.28		\$ 11,312.00		X		
	TOTAL FOR CUTTING EVERY AREA X 16 TIMES	\$ 151,632.00		\$ 468,852.48		\$ 180,992.00				
	UNIT PRICES FOR ADDITIONAL RIGHT-OF-WAY*									
	PER SQUARE FOOT PRICE FOR MOW/WEEDEAT (FLAT)	0.01		0.016		5.00 per sq.ft.				
	PER SQUARE FOOT PRICE FOR MOW/WEEDEAT (SLOPES GREATER THAN 3:1)	0.02		0.019		6.25 per sq.ft.				
	PER SQUARE FOOT PRICE FOR TRACTOR	0.01		0.0038		5.50 per sq.ft.				



MEMORANDUM

To: Board of Aldermen

From: John Crawley, City Engineer

CC: Hollis Green, COO/Rob Neely, P.E., General Manager, Oxford Utilities

Date: April 15, 2025

Re: Request to Approve Change Order No.1 and Payment Application No.3, North Lamar Sewer Improvements Project

Attached to this memo is **Change Order No. 1** for the above-captioned project. **Change Order No. 1** is a **net increase** in the contract amount of **\$64,427.82**. The majority of the costs associated with this change order request are in relation to the poor sub-grade conditions encountered during the excavation and trenching operations along Hurricane Lane. These conditions will also be found along Ryland Way, thus leading to an increase in excess excavation, select borrow material, and crushed stone. Please note, the project remains well under budget.

Please see the attached documents.

Engineering recommends approval of Change Order No. 1 and Payment Application No. 3 for the North Lamar Sewer Project.

CHANGE ORDER NO.: 1

Owner: City of Oxford Owner's Project No.:
 Engineer: Precision Engineering Corporation Engineer's Project No.: 21097
 Contractor: Axis Site Work, LLC Contractor's Project No.:
 Project: North Lamar (CR 101) Sewer Project 246-2-SW-5.5
 Contract Name: North Lamar (CR 101) Sewer Project 246-2-SW-5.5
 Date Issued: 4-10-2025 Effective Date of Change Order: 4-15-2025

The Contract is modified as follows upon execution of this Change Order:

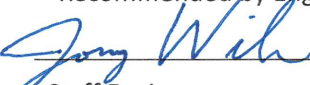
Description:

Excess amounts of debris and poor soil conditions were encountered. Excess amounts of asphalt removal & replacement will be required.

Attachments:

Change Order Summary #1

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>1,742,268.31</u>	Original Contract Times: Substantial Completion: <u>210 Calendar Days</u> Ready for final payment: <u>230 Calendar Days</u>
No Change from previously approved Change Orders No. 0 to No. 1: \$ <u>0.00</u>	No Change from previously approved Change Orders No. 0 to No. 1: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u>
Contract Price prior to this Change Order: \$ <u>1,742,268.31</u>	Contract Times prior to this Change Order: Substantial Completion: <u>210 Calendar Days</u> Ready for final payment: <u>230 Calendar Days</u>
Increase this Change Order: \$ <u>64,427.82</u>	No Change in this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u>
Contract Price incorporating this Change Order: \$ <u>1,806,696.13</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>210 Calendar Days</u> Ready for final payment: <u>230 Calendar Days</u>

Recommended by Engineer (if required) By: <u></u> Title: <u>Staff Engineer</u> Date: <u>4-10-2025</u> <u>Authorized by Owner</u> By: _____ Title: _____ Date: _____	Authorized by Owner _____ _____ <u>Approved by Funding Agency (if applicable)</u> _____ _____ _____
--	--

EJCDC® C-941, Change Order.

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Page 1 of 1

276 County Road 101
Oxford, MS 38655
oxford@pecorpms.com



Phone 662-234-8539
Fax 662-234-8639
www.pecorpms.com

PROJECT NAME: NORTH LAMAR (CR 101) SEWER PROJECT 246-2-SW-5.5						
PROJECT NO.: 21097 - CHANGE ORDER #1				DATE: 4-08-25		

BASE BID						
ITEM NO.	DESCRIPTION	UNIT	C.O. #1 QUANTITY	UNIT PRICE	NET INCREASE TO CONTRACT	NET DECREASE TO CONTRACT

A. EXCAVATION						
1	CLEARING & GRUBBING	LS	0.0	\$ 6,500.00		
2	SELECT BACKFILL (MISC. LOCATIONS)	CY (LVM)	100.0	\$ 26.00	\$ 2,600.00	
3	BEDDING MATERIAL	CY	(600.0)	\$ 72.22		\$ (43,332.00)
4	TRENCH SAFETY (>5 FT DEPTH)	LS	0.0	\$ 52,000.00		
SUB - TOTAL EXCAVATION					\$ 2,600.00	\$ (43,332.00)

B. SANITARY SEWER SYSTEM						
5	6" SDR-26 PVC PIPE (OPEN CUT) (SERVICE)	LF	0.0	\$ 28.44	\$ -	\$ -
6	8" SDR-26 PVC PIPE (OPEN CUT) (0' - 6')	LF	0.0	\$ 42.17	\$ -	\$ -
7	8" SDR-26 PVC PIPE (OPEN CUT) (6' - 10')	LF	(424.0)	\$ 48.67	\$ -	\$ (20,636.08)
8	8" SDR-26 PVC PIPE (OPEN CUT) (10' - 14')	LF	0.0	\$ 61.67	\$ -	\$ -
9	8" SDR-26 PVC PIPE (OPEN CUT) (14' - 16')	LF	0.0	\$ 94.17	\$ -	\$ -
10	10" SDR-26 PVC PIPE (OPEN CUT) (0' - 6')	LF	0.0	\$ 57.69	\$ -	\$ -
11	10" SDR-26 PVC PIPE (OPEN CUT) (6' - 10')	LF	0.0	\$ 70.69	\$ -	\$ -
12	4" SDR-21 CL 200 PVC FORCE MAIN (OPEN CUT)	LF	70.0	\$ 12.05	\$ 843.50	\$ -
12.1	4" - 6" SDR-21 UPGRADE IN DIAMETER	LF	1,740.0	\$ 7.00	\$ 12,180.00	\$ -
13	6" DR-17 HDPE (FUSED JOINT PIPE) (UNCASED BORE)	LF	0.0	\$ 227.50	\$ -	\$ -
14	DUCTILE IRON MECHANICAL JOINT FITTINGS	LBS	0.0	\$ 15.41	\$ -	\$ -
15	PROPOSED 48" DIA. SEWER MANHOLE (0' - 6')	EA	0.0	\$ 4,500.00	\$ -	\$ -
16	PROPOSED 48" DIA. SEWER MANHOLE (>6')	VF	0.0	\$ 325.00	\$ -	\$ -
17	TIE TO EXISTING SEWER MANHOLE	EA	0.0	\$ 16.25	\$ -	\$ -
18	6" SEWER CLEANOUT	EA	0	\$ 409.50	\$ -	\$ -
19	NORTH LAMAR LIFT STATION (250 GPM)	LS	0.0	\$ 169,000.00	\$ -	\$ -
20	COATED COPPER TRACER WIRE (GREEN)	LF	0.0	\$ 0.26	\$ -	\$ -
21	VIDEO INSPECTION	LS	0.0	\$ 13,000.00	\$ -	\$ -
SUB - TOTAL SANITARY SEWER SYSTEM					\$ 13,023.50	\$ (20,636.08)

ITEM NO.	DESCRIPTION	UNIT	C.O. #1 QUANTITY	UNIT PRICE	NET INCREASE TO CONTRACT	NET DECREASE TO CONTRACT
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C. STORM SEWER SYSTEM						
22	15" HDPE N12 STORM DRAIN REPLACEMENT	LF	0.0	\$ 32.50		
23	18" HDPE N12 STORM DRAIN REPLACEMENT	LF	0.0	\$ 45.50		
24	24" HDPE N12 STORM DRAIN REPLACEMENT	LF	0.0	\$ 58.50		
SUB - TOTAL STORM SEWER SYSTEM						

D. STREET PAVING						
25	PAVEMENT REMOVAL (ASPHALT)	SY	500.0	\$ 10.40	\$ 5,200.00	
26	PAVEMENT REPLACEMENT (3.5" ASPHALT)	SY	500.0	\$ 28.60	\$ 14,300.00	
27	PAVEMENT REMOVAL (CONCRETE)	SY	0.0	\$ 26.00		
28	PAVEMENT REPLACEMENT (4" CONCRETE)	SY	0.0	\$ 52.00		
29	CRUSHED LIMESTONE	TONS	444.0	\$ 61.10	\$ 27,128.40	
30	CLAY GRAVEL	SY	0.0	\$ 5.20		
SUB - TOTAL STREET PAVING					\$ 46,628.40	

E. MISCELLANEOUS ITEMS						
31	EROSION AND SEDIMENTATION CONTROL	LS	0.0	\$ 10,000.00		
32	TRAFFIC CONTROL	LS	0.0	\$ 32,500.00		
33	SEED & MULCH	ACRE	0.0	\$ 3,250.00		
34	BERMUDA SOD	SY	0.0	\$ 6.50		
35	MOBILIZATION	LS	0.0	\$ 39,000.00		
36	LATENT SITE CONDITIONS - REMOVAL & REPLACEMENT OF UNACCEPTABLE MATER	CY	2,544.0	\$ 26.00	\$ 66,144.00	
SUB - TOTAL MISCELLANEOUS ITEMS					\$ 66,144.00	

SUMMARY		
A. EXCAVATION	\$ 2,600.00	\$ (43,332.00)
B. SANITARY SEWER SYSTEM	\$ 13,023.50	\$ (20,636.08)
C. STORM SEWER SYSTEM	\$ -	\$ -
D. STREET PAVING	\$ 46,628.40	\$ -
E. MISCELLANEOUS ITEMS	\$ 66,144.00	\$ -

TOTAL: \$ 128,395.90 \$ (63,968.08)
TOTAL ADJUSTMENT: \$ 64,427.82

ORIGINAL CONTRACT TOTAL: \$ 1,742,268.31
NEW CONTRACT TOTAL: \$ 1,806,696.13



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

FROM: Axis Site Work, LLC
31 Highway 328
Oxford MS 38655

RE: North Lamar (CR 101) Sewer Project 246-2-SW-5.5
PROJECT NUMBER: 21097

PAY APP : REQUEST 3
PERIOD: 4/7/2025
CONTRACT AMOUNT: 1,742,268.31

ITEM NO	DESCRIPTION	QUANTITIES ON CONTRACT	UNIT	UNIT PRICE	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL ALLOWED TO DATE	AMOUNT
1	CLEARING & GRUBBING	1.0	LS	6,500.00	1.00	-	1.00	6,500.00
2	SELECT BACKFILL (MISC. LOCATIONS)	300.0	CY (LVM)	26.00	250.00	50.00	300.00	7,800.00
3	BEDDING MATERIAL	1,200.0	CY	72.22	-	120.00	120.00	8,666.40
4	TRENCH SAFETY (>5 FT DEPTH)	1.0	LS	52,000.00	1.00	-	1.00	52,000.00
5	6" SDR-26 PVC PIPE (OPEN CUT) (SERVICE)	1,230.0	LF	28.44	580.00	200.00	780.00	22,183.20
6	8" SDR-26 PVC PIPE (OPEN CUT) (0' - 6')	1,103.0	LF	42.17	618.00	-	618.00	26,061.06
7	8" SDR-26 PVC PIPE (OPEN CUT) (6' - 10')	2,500.0	LF	48.67	485.00	1,206.00	1,691.00	82,300.97
8	8" SDR-26 PVC PIPE (OPEN CUT) (10' - 14')	863.0	LF	61.67	863.00	-	863.00	53,221.21
9	8" SDR-26 PVC PIPE (OPEN CUT) (14' - 16')	208.0	LF	94.17	208.00	-	208.00	19,587.36
10	10" SDR-26 PVC PIPE (OPEN CUT) (0' - 6')	119.0	LF	57.69	-	-	-	-
11	10" SDR-26 PVC PIPE (OPEN CUT) (6' - 10')	1,440.0	LF	70.69	-	446.00	446.00	31,527.74
12	6" SDR-21 CL 200 PVC FORCE MAIN (OPEN CUT)	1,670.0	LF	12.05	-	460.00	460.00	5,543.00
13	6" DR-17 HDPE (FUSED JOINT PIPE) (UNCASED BORE)	304.0	LF	227.50	-	-	-	-
14	DUCTILE IRON MECHANICAL JOINT FITTINGS	350.0	LBS	15.41	-	-	-	-
15	PROPOSED 48" DIA. SEWER MANHOLE (0' - 6')	23.0	EA	4,500.00	16.00	4.00	20.00	90,000.00
16	PROPOSED 48" DIA. SEWER MANHOLE (>6')	42.1	VF	325.00	30.00	12.10	42.10	13,682.50
17	TIE TO EXISTING SEWER MANHOLE	1.0	EA	16.25	1.00	-	1.00	16.25
18	6" SEWER CLEANOUT	55	EA	409.50	-	-	-	-
19	NORTH LAMAR LIFT STATION (250 GPM)	1.0	LS	169,000.00	0.25	-	0.25	42,250.00
20	COATED COPPER TRACER WIRE (GREEN)	7,903.0	LF	0.26	3,800.00	1,266.00	5,066.00	1,317.16
21	VIDEO INSPECTION	1.0	LS	13,000.00	-	-	-	-
22	15" HDPE N12 STORM DRAIN REPLACEMENT	120.0	LF	32.50	-	-	-	-
23	18" HDPE N12 STORM DRAIN REPLACEMENT	120.0	LF	45.50	-	-	-	-
24	24" HDPE N12 STORM DRAIN REPLACEMENT	120.0	LF	58.50	-	-	-	-
25	PAVEMENT REMOVAL (ASPHALT)	4,000.0	SY	10.40	3,000.00	200.00	3,200.00	33,280.00
26	PAVEMENT REPLACEMENT (3.5" ASPHALT)	4,000.0	SY	28.60	-	-	-	-
27	PAVEMENT REMOVAL (CONCRETE)	300.0	SY	26.00	-	-	-	-
28	PAVEMENT REPLACEMENT (4" CONCRETE)	300.0	SY	52.00	-	-	-	-
29	CRUSHED LIMESTONE	1,480.0	TONS	61.10	1,604.00	-	1,604.00	98,004.40
30	CLAY GRAVEL	1,100.0	SY	5.20	-	-	-	-
31	EROSION AND SEDIMENTATION CONTROL	1.0	LS	10,000.00	0.50	-	0.50	5,000.00
32	TRAFFIC CONTROL	1.0	LS	32,500.00	0.50	0.50	1.00	32,500.00
33	SEED & MULCH	3.0	ACRE	3,250.00	2.00	-	2.00	6,500.00
34	BERMUDA SOD	200.0	SY	6.50	-	-	-	-
35	MOBILIZATION	1.0	LS	39,000.00	1.00	-	1.00	39,000.00
36	LATENT SITE CONDITIONS - REMOVAL & REPLACEMENT OF UNACCEPTABLE MATERIAL	1,500.0	CY	26.00	1,152.00	348.00	1,500.00	39,000.00

ADDENDUM 5							
37	SELECT BACKFILL (MISC. LOCATIONS)	100.0	CY (LVM)	26.00	-	-	-
38	BEDDING MATERIAL	350.0	CY	72.22	-	-	-
39	TRENCH SAFETY (>5 FT DEPTH)	1.0	LS	19,500.00	-	-	-
40	6" SDR-26 PVC PIPE (OPEN CUT) (SERVICE)	395.0	LF	28.44	-	-	-
41	8" SDR-26 PVC PIPE (OPEN CUT) (0' - 6')	429.1	LF	42.17	-	-	-
42	8" SDR-26 PVC PIPE (OPEN CUT) (6' - 10')	622.2	LF	48.67	-	-	-
43	8" SDR-26 PVC PIPE (OPEN CUT) (10' - 14')	198.2	LF	61.67	-	-	-
44	PROPOSED 48" DIA. SEWER MANHOLE (0' - 6')	11.0	EA	4,500.00	-	-	-
45	PROPOSED 48" DIA. SEWER MANHOLE (>6')	18.5	VF	325.00	-	-	-
46	TIE TO EXISTING SEWER MANHOLE	1.0	EA	1,625.00	-	-	-
47	6" SEWER CLEANOUT	15.0	EA	409.50	-	-	-
48	COATED COPPER TRACER WIRE (GREEN)	1,249.5	LF	0.26	-	-	-
49	VIDEO INSPECTION	1.0	LS	2,600.00	-	-	-
50	15" HDPE N12 STORM DRAIN REPLACEMENT	50.0	LF	32.50	-	-	-
51	18" HDPE N12 STORM DRAIN REPLACEMENT	50.0	LF	45.50	-	-	-
52	24" HDPE N12 STORM DRAIN REPLACEMENT	50.0	LF	58.50	-	-	-
53	PAVEMENT REMOVAL (ASPHALT)	1,250.0	SY	10.40	-	-	-
54	PAVEMENT REPLACEMENT (3.5" ASPHALT)	1,250.0	SY	28.60	-	-	-
55	CRUSHED LIMESTONE	450.0	TONS	61.10	-	-	-
56	EROSION AND SEDIMENTATION CONTROL	1.0	LS	6,500.00	-	-	-
57	TRAFFIC CONTROL	1.0	LS	32,500.00	-	-	-
58	SEED & MULCH	0.5	ACRE	6,500.00	-	-	-
59	BERMUDA SOD	350.0	SY	6.50	-	-	-
60	CONCRETE CURB AND GUTTER REPLACEMENT	650.0	LF	32.50	-	-	-
61	REMOVE & REPLACE 8" WATER MAIN	200.0	LF	78.00	-	-	-
62	MOBILIZATION	1.0	LS	13,000.00	-	-	-
						Sub-Total Earned Work	715,941.25
						Stored Materials	-

CONTRACTORS CERTIFICATION:

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

CONTRACTOR: Axis Site Work, LLC
BY: [Signature]
DATE: 4/10/25

SUBSCRIBED AND SWORN BEFORE ME THIS 10th DAY OF April, 2025
NOTARY PUBLIC: [Signature]

★ STATE OF MISSISSIPPI ★
LAURA D'ANTONI JONES, NOTARY PUBLIC
LAFAYETTE COUNTY
MY COMMISSION EXPIRES SEPTEMBER 5, 2027
COMMISSION NUMBER 158109

Earned Work to Date	\$715,941.25
Stored Materials Request	\$0.00
Total Request	\$715,941.25
Less Retainage	-\$35,797.06
Less Payments Received	\$527,136.41
Payment Request 3	\$153,007.78

RECOMMENDED BY ENGINEER:
BY: [Signature]
DATE: 4-10-2025

APPROVED BY OWNER
BY: _____
DATE: _____



MEMORANDUM

To: Board of Aldermen

From: John Crawley, City Engineer

CC: Hollis Green, COO

Date: April 15, 2025

Re: Request to Accept Revisions to Change Orders No.4 & 5, and Pay Applications No. 7 & 8
Downtown Oxford Stormwater Detention Project

Attached to this memo are copies of **Change Orders No. 4 and 5**, and **Pay Applications No. 7 and 8** for the above-captioned project. The copies attached have been revised to correct an error discovered on the Pay Application No. 7 Change Order Summary, attributing the net decrease of Change Order No. 3, which was \$44,995.40, as an increase to the contract amount. This error led to subsequent errors of the modified contract amounts reflected on the noted change orders and pay applications. Please note, the revisions **do not** affect the amount owed and paid to the contractor. Only the contract amounts affected by change orders have been revised as shown. They are summarized below with revised totals in red:

Change Order No.4 & Pay Application No. 7:	\$1,407,383.25
Original Contract Totals	

Change Order No.4 & Pay Application No. 7:	\$1,317,392.45
Revised Contract Totals	

Change Order No.5 & Pay Application No. 8:	\$1,499,496.22
Revised Contract Totals	

Change Order No.5 & Pay Application No. 8:	\$1,409,505.42
Revised Contract Totals	

Engineering recommends approval of revisions to Change Orders No. 4 & 5, and Pay Applications No. 7 & 8 as shown to reflect the correct total contract amount.

CONTRACT CHANGE ORDER

Change Order No. 4
Date: January 29, 2025
State: Mississippi
County: Lafayette

CONTRACT FOR: Oxford Square Downtown Detention Project MDEQ Agreement No. 172-2-SW-5.6

OWNER: City of Oxford

To: Patton Construction, LLC

(Contractor)

You are hereby requested to comply with the following changes from the Contract Plans and Specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	Decrease in Contract Price	Increase in Contract Price
See attached sheet	\$0.00	\$76,117.50
TOTALS:	\$0.00	\$76,117.50
Net Change in Contract Price:		\$76,117.50

JUSTIFICATION: See attached sheet.

The amount of the Contract will be (~~Decreased~~) (Increased) (~~Unchanged~~) by the Sum of Seventy-Six Thousand One Hundred and Seventeen and 50/100s Dollars (\$76,117.50)

The Contract Total including this and previous Change Orders will be ~~One Million Four Hundred Seven Thousand Three Hundred Eighty-Three and 25/100s~~ Dollars ~~(\$1,407,383.25)~~ \$1,317,392.45

One Million Three Hundred Seventeen Thousand Three Hundred Ninety-Two and 45/100s
The Contract Period for Completion will be (~~Decreased~~) (~~Increased~~) (Unchanged) by _____ Days

This document will become a supplement to the Contract and all provisions will apply hereto.

Requested:

Robyn Tannehill
(Owner)

2/4/25

(Date)

BOA Approved

Recommended:

Kw. mhl
(Owner's Engineer)

1/30/25

(Date)

Accepted:

[Signature]
(Contractor)

1/30/2025
(Date)

Oxford Square Downtown Detention Project MDEQ Agreement No. 172-2-SW-5.6
City of Oxford

Change Order No. 4 Attachment

Additions (Additive Alternate No. 2):

AA-2a	Widen platform to 5'2" to accommodate fire department request for a 4' clear access around wall-mounted utilities	1.0 LS @ \$22,892.50	\$22,892.50
AA-2b	Extend platform 12' to get steps past 2 gas meters on west end	1.0 LS @ \$14,437.50	\$14,437.50
AA-2c	Change platforms from four totaling 60' to two totaling 80'	1.0 LS @ \$38,787.50	\$38,787.50

Subtotal Additions: \$76,117.50

Reasons:

- Fire department requirements and in-the-field adjustments. Changes were discussed with Mark Levy during construction.

CONTRACT CHANGE ORDER

Change Order No. 5
Date: March 12, 2025
State: Mississippi
County: Lafayette

CONTRACT FOR: Oxford Square Downtown Detention Project MDEQ Agreement No. 172-2-SW-5.6

OWNER: City of Oxford

To: Patton Construction, LLC

(Contractor)

You are hereby requested to comply with the following changes from the Contract Plans and Specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	Decrease in Contract Price	Increase in Contract Price
See attached sheet	\$0.00	\$92,112.97
TOTALS:	\$0.00	\$92,112.97
Net Change in Contract Price:		\$92,112.97

JUSTIFICATION: See attached sheet.

The amount of the Contract will be (~~Decreased~~) (Increased) (~~Unchanged~~) by the Sum of Ninety-Two Thousand One Hundred and Twelve and 97/100s Dollars (\$92,112.97)

The Contract Total including this and previous Change Orders will be ~~One Million Four Hundred Ninety Nine Thousand Four Hundred Ninety Six and 22/100s~~ Dollars (~~\$1,499,496.22~~) \$1,409,505.42

One Million Four Hundred Nine Thousand Five Hundred Five and 42/100s

The Contract Period for Completion will be (~~Decreased~~) (Increased) (~~Unchanged~~) by 2 Days

This document will become a supplement to the Contract and all provisions will apply hereto.

Requested:

[Signature] City Engineer 3/19/25
(Owner) (Date)

Recommended:

K.W. McEl 3/12/25
(Owner's Engineer) (Date)

Accepted:

[Signature] 3/12/2025
(Contractor) (Date)

BGA
3/19/25

**Oxford Square Downtown Detention Project MDEQ Agreement No. 172-2-SW-5.6
City of Oxford**

Change Order No. 5 Attachment

Additions:

CO5-1	Excavate, fill, and compact 30 LF of initial trench at Sta. 0+23 S. 11 th Street	1.0 LS @	\$2,250.00	\$2,250.00
CO5-2	Inlet modification plus additional 12" HP pipe 90° elbow at Sta. 2+38 S. 11 th Street	1.0 LS @	\$550.00	\$550.00
CO5-3	Inlet and 12" HP drainage pipe modification from Sta. 3+22 to Sta. 3+56 S. 11 th Street	1.0 LS @	\$3,115.00	\$3,115.00
CO5-4	Inlet and 24" HP drainage pipe modification from Sta. 3+22 to Sta. 3+94 S. 11 th Street	1.0 LS @	\$5,475.00	\$5,475.00
CO5-5	Additional couplings used when excavating under electrical duct bank at Sta. 4+09 S. 11 th Street	1.0 LS @	\$300.00	\$300.00
CO5-6	Inlet and drainage pipe modifications at S. 11 th Street-Harrison Avenue intersection	1.0 LS @	\$8,030.00	\$8,030.00
CO5-7	Cap existing surface inlet and adjust road grades from Sta. 10+80 to Sta. 11+60 Harrison Avenue	1.0 LS @	\$4,400.00	\$4,400.00
CO5-8	Inlet modification at Sta. 12+33 RT Harrison Avenue	1.0 LS @	\$2,200.00	\$2,200.00
CO5-9	Mulch at landscaped area behind OPA restaurant	1.0 LS @	\$2,500.00	\$2,500.00
CO5-10	Delivery of grease tank	1.0 LS @	\$1,000.00	\$1,000.00
AA-1a	Modifications to dumpster pad/enclosure	1.0 LS @	\$10,500.00	\$10,500.00
CO5-11	Additional mobilization for striping subcontractor	1.0 LS @	\$1,500.00	\$1,500.00
CO5-12	Leftover inlet and drainage materials	1.0 LS @	\$49,542.97	\$49,542.97
CO5-13	Drainage swale and curb-cut at electrical vault at SE corner of S. 11 th Street and Harrison Avenue	1.0 LS @	\$750.00	\$750.00

Subtotal Additions: \$92,112.97

Reasons:

- CO5-1: Trench excavated and utilities encountered; drainage redesigned and initial trench had to be backfilled.
- CO5-2: Utility conflicts necessitated redesign of drainage
- CO5-3: Utility conflicts necessitated redesign of drainage
- CO5-4: Utility conflicts necessitated redesign of drainage
- CO5-5: Additional material required fit drainage under electrical duct bank
- CO5-6: Utility conflicts necessitated redesign of drainage
- CO5-7: Additional milling/grade revision was required to provide positive drainage from west to east at BOP of Harrison Avenue
- CO5-8: Invert of inlet modified due to revisions to inlets/pipe upstream
- CO5-9: Mulch added back to landscaped area after sidewalk demo and new construction
- CO5-10: Contractor picked up City-provided grease tank and delivered it to the site
- AA-1a: Dumpster modifications included: revision to wall footing, raised platform added, area around grease tank enlarged, additional conduit installed for gas and electrical
- CO5-11: Riverside arrived on site and was told by City representative to come back the next week due to large crowds expected in town for Oklahoma football weekend
- CO5-12: Due to multiple revisions to the drainage system proposed in S. 11th Street, Harrison Avenue, and Tyler Avenue, there were inlets and drainage pipe brought to the site but not installed. The City now has possession of these materials.
- CO5-13: Installed in order to keep water from standing around electrical vault
- Two (2) days are being added to the contract due to bones being found on site on 7/18/24

* Pending BOA Approval of Change Order
No. 4 to this Pay App # 7 on 2/4/24

Oxford Square Downtown
Detention Project
Pay App # 7

EJCDC

ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

Contractor's Application for Payment No.

7

To (Owner): City of Oxford Board of Aldermen	Application Period: 12/14/2024 - 1/20/2025	Application Date: 1/29/2025
Project: Oxford Square Downtown Detention	From (Contractor): Patton Construction, LLC	Via (Engineer): Kevin W. McLeod
Owner's Contract No.: MDEQ Agreement NO. 172-2-SW-5.6	Contract: Oxford Square Downtown Detention	Engineer's Project No.: S122-016

Application for Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	\$49,997.60	
2		
3	\$44,995.40	\$44,995.40
4	\$76,117.50	
	\$126,115.10	
TOTALS	\$171,110.50	\$44,995.40
NET CHANGE BY CHANGE ORDERS	\$171,110.50	\$81,119.70

1. ORIGINAL CONTRACT PRICE.....	\$	\$1,236,272.75	
2. Net change by Change Orders.....	\$	\$171,110.50	\$81,119.70
3. Current Contract Price (Line 1 ± 2).....	\$	\$1,407,383.25	\$1,317,392.45
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	\$1,245,140.96	
5. RETAINAGE:			
a. 5.0% X \$ 1,245,140.96 Work Completed.....	\$	\$62,257.05	
b. 5.0% X \$ - Stored Material.....	\$		
c. Total Retainage (Line 5a + Line 5b).....	\$	\$62,257.05	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$1,182,883.91	
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$1,110,572.29	
8. AMOUNT DUE THIS APPLICATION.....	\$	\$72,311.62	
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	\$134,508.54	

Contractor's Certification

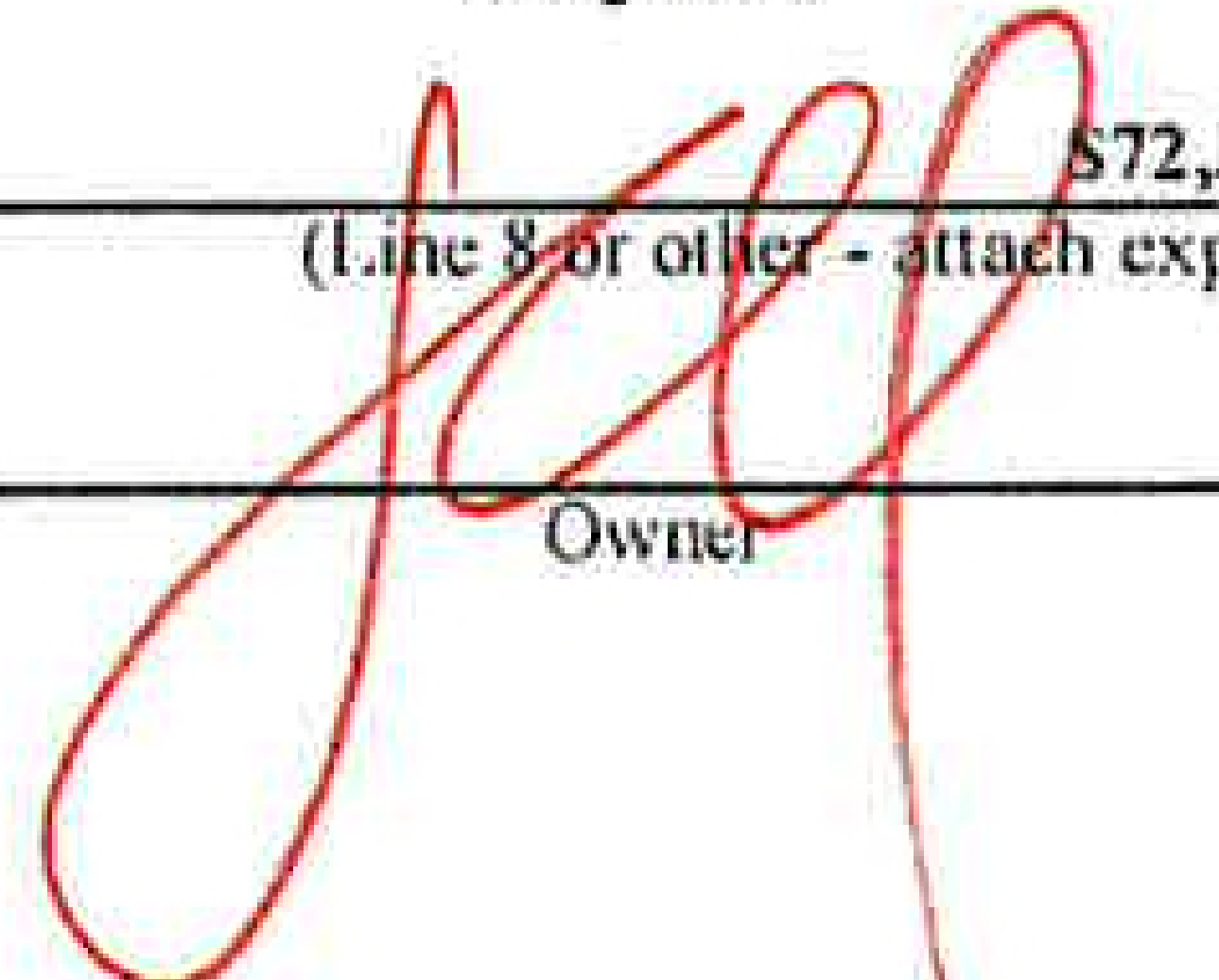
The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 1/30/25

Payment of: \$ \$72,311.62
(Line 8 or other - attach explanation of the other amount)

is recommended by: K.W. McLeod 1/30/25
(Engineer) (Date)

Payment of: \$ \$72,311.62
(Line 8 or other - attach explanation of the other amount)

is approved by:  2/4/25
(Owner) (Date)

2/4/25
647-201-720
\$72,311.62

A				B	C	D	E	F		G
Item		Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description									
S-601-B	Class "B" Structural Concrete, Minor Structures	33.6	\$ 1,850.00	\$ 62,080.45	32.01	\$ 59,218.50	\$ -	\$ 59,218.50	95%	\$ 2,861.95
S-602-A	Reinforcing Steel	2,027.0	\$ 2.25	\$ 4,560.75	1,174.00	\$ 2,641.50	\$ -	\$ 2,641.50	58%	\$ 1,919.25
S-603-M-A	12" Corrugated Metal Pipe	56.0	\$ 36.00	\$ 2,016.00	56.00	\$ 2,016.00	\$ -	\$ 2,016.00	100%	\$ -
S-603-M-A	15" Corrugated Metal Pipe	-	\$ -	\$ -	-	\$ -	\$ -	\$ -	#DIV/0!	\$ -
S-603-M-A	12" Corrugated Metal Pipe, Slotted Drain	35.0	\$ 265.00	\$ 9,275.00	35.00	\$ 9,275.00	\$ -	\$ 9,275.00	100%	\$ -
S-603-M-A	15" Corrugated Metal Pipe, Slotted Drain	20.0	\$ 295.00	\$ 5,900.00	20.00	\$ 5,900.00	\$ -	\$ 5,900.00	100%	\$ -
S-603-M-A	18" Corrugated Metal Pipe, Slotted Drain	-	\$ 350.00	\$ -	-	\$ -	\$ -	\$ -	#DIV/0!	\$ -
S-603-PP-A	12" High Performance Polypropylene Pipe	127.0	\$ 36.00	\$ 4,572.00	127.00	\$ 4,572.00	\$ -	\$ 4,572.00	100%	\$ -
S-603-PP-A	18" High Performance Polypropylene Pipe	215.0	\$ 42.00	\$ 9,030.00	215.00	\$ 9,030.00	\$ -	\$ 9,030.00	100%	\$ -
S-603-PP-A	24" High Performance Polypropylene Pipe	435.0	\$ 65.00	\$ 28,275.00	435.00	\$ 28,275.00	\$ -	\$ 28,275.00	100%	\$ -
UDS-PP	Underground Detention System, Per Plans	1.0	\$ 288,000.00	\$ 288,000.00	1.00	\$ 288,000.00	\$ -	\$ 288,000.00	100%	\$ -
S-604-A	Castings	2,357.0	\$ 8.75	\$ 20,623.75	432.00	\$ 3,780.00	\$ -	\$ 3,780.00	18%	\$ 16,843.75
s-604-B	Gratings	2,580.0	\$ 9.75	\$ 25,155.00	978.00	\$ 9,535.50	\$ -	\$ 9,535.50	38%	\$ 15,619.50
S-608-A	Concrete Sidewalk	513.5	\$ 53.00	\$ 27,215.50	513.50	\$ 27,215.50	\$ -	\$ 27,215.50	100%	\$ -
S-608-B	Concrete Driveway	45.4	\$ 65.00	\$ 2,951.00	45.40	\$ 2,951.00	\$ -	\$ 2,951.00	100%	\$ -
608-C	Detectable Warning Panels	90.0	\$ 100.00	\$ 9,000.00	56.00	\$ 5,600.00	\$ -	\$ 5,600.00	62%	\$ 3,400.00
S-608-B	Concrete Curb, Header	116.0	\$ 36.00	\$ 4,176.00	116.00	\$ 4,176.00	\$ -	\$ 4,176.00	100%	\$ -
S-609-D	Combination Concrete Curb and Gutter, Type 1 Modified	585.0	\$ 34.00	\$ 19,890.00	585.00	\$ 19,890.00	\$ -	\$ 19,890.00	100%	\$ -
S-609-D-PP	Combination Concrete Curb and Gutter, Per Plans (Narrow)	869.0	\$ 32.00	\$ 27,808.00	869.00	\$ 27,808.00	\$ -	\$ 27,808.00	100%	\$ -
S-618-A	Maintenance of Traffic	1.0	\$ 17,500.00	\$ 17,500.00	1.00	\$ 17,500.00	\$ -	\$ 17,500.00	100%	\$ -
S-621-G-1	Thermoplastic Detail Stripe (4" Equivalent Length)(White)(90 MIL)	720.0	\$ 11.00	\$ 7,920.00	720.00	\$ 7,920.00	\$ -	\$ 7,920.00	100%	\$ -
S-621-G-2	Thermoplastic Detail Stripe (4" Equivalent Length)(Yellow)(90 MIL)	345.0	\$ 11.00	\$ 3,795.00	345.00	\$ 3,795.00	\$ -	\$ 3,795.00	100%	\$ -
S-621-H-2	Thermoplastic Legend (White)(120 MIL)	950.0	\$ 11.00	\$ 10,450.00	950.00	\$ 10,450.00	\$ -	\$ 10,450.00	100%	\$ -

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Oxford Square Downtown Detention Project							Estimate No 7			
Application Period 12/14/2024 - 1/20/2025							Application Date: 1/29/2025			
A				B	C	D	E	F		G
Item		Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description									
ROADWAY ITEMS										
S-200-A	Mobilization	1.0	\$ 25,000.00	\$ 25,000.00	1.00	\$ 25,000.00	\$ -	\$ 25,000.00	100%	\$ -
S-202-B	Removal of Traffic Sign, Including Post & Footing	15.0	\$ 50.00	\$ 750.00	15.00	\$ 750.00	\$ -	\$ 750.00	100%	\$ -
S-202-B	Removal of Inlets, All Sizes	3.0	\$ 250.00	\$ 750.00	3.00	\$ 750.00	\$ -	\$ 750.00	100%	\$ -
S-202-C	Removal of Drainage Pipe (8" Pipe and Above)	67.0	\$ 25.00	\$ 1,675.00	-	\$ -	\$ -	\$ -		\$ 1,675.00
S-202-C	Removal of Concrete Combination Curb & Gutter	665.0	\$ 7.50	\$ 4,987.50	276.00	\$ 2,070.00	\$ -	\$ 2,070.00	42%	\$ 2,917.50
S-202-C	Removal of Retaining Wall	67.0	\$ 50.00	\$ 3,350.00	48.70	\$ 2,435.00	\$ -	\$ 2,435.00	73%	\$ 915.00
S-202-D	Removal of Asphalt Pavement, All Depths	3,128.6	\$ 6.50	\$ 20,335.90	3,128.60	\$ 20,335.90	\$ -	\$ 20,335.90	100%	\$ -
S-202-D	Removal of Concrete Pavement, All Depths	4,470.6	\$ 6.50	\$ 29,058.90	4,461.60	\$ 29,000.40	\$ -	\$ 29,000.40	100%	\$ 58.50
S-203-A	Unclassified Excavation (LVM)	450.0	\$ 16.00	\$ 7,200.00	229.76	\$ 3,676.16	\$ -	\$ 3,676.16	51%	\$ 3,523.84
S-203-E	Borrow Excavation (Contractor Furnished, LVM, Class 9)	450.0	\$ 28.00	\$ 12,600.00	6.60	\$ 184.80	\$ -	\$ 184.80	1%	\$ 12,415.20
S-203-H	Excess Excavation (LVM)	2,813.0	\$ 14.00	\$ 39,382.00	2,813.00	\$ 39,382.00	\$ -	\$ 39,382.00	100%	\$ -
S-229-A	Portland Cement Concrete Paved Ditch	14.8	\$ 550.00	\$ 8,140.00	14.80	\$ 8,140.00	\$ -	\$ 8,140.00	100%	\$ -
S-233-A	Temporary Silt Fence	200.0	\$ 3.50	\$ 700.00	-	\$ -	\$ -	\$ -		\$ 700.00
237-A	Wattles, 12"	500.0	\$ 7.50	\$ 3,750.00	-	\$ -	\$ -	\$ -		\$ 3,750.00
S-304-D	Crushed Stone	1,619.0	\$ 52.00	\$ 84,188.00	1,619.00	\$ 84,188.00	\$ -	\$ 84,188.00	100%	\$ -
S-403-A	Hot Mix Asphalt, MT, 12.5-MM Mixture	895.0	\$ 198.00	\$ 177,210.00	895.00	\$ 177,210.00	\$ -	\$ 177,210.00	100%	\$ -
S-406-A	Cold Milling of Bituminous Pavement, All Depths	74.0	\$ 10.80	\$ 799.20	74.00	\$ 799.20	\$ -	\$ 799.20	100%	\$ -
S-407-A	Asphalt for Tack Coat	-	\$ 7.20	\$ -	-	\$ -	\$ -	\$ -	#DIV/0!	\$ -

A				B	C	D	E	F		G
Item		Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description									
AA-2b	Extend platform 12' to get steps past 2 gas meters on west end	1.0	\$ 14,437.50	\$ 14,437.50	1.00	\$ 14,437.50	\$ -	\$ 14,437.50	100%	\$ -
AA-2c	Change platforms from four totaling 60' to two totaling 80'	1.0	\$ 38,787.50	\$ 38,787.50	1.00	\$ 38,787.50	\$ -	\$ 38,787.50	100%	\$ -
Totals				\$ 1,317,392.45		\$ 1,245,140.96	\$ -	\$ 1,245,140.96	95%	\$ 72,251.49

A				B	C	D	E	F		G
Item		Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D - E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description									
S-630-B	Reflectorized Traffic Regulatory Sign (Encapsulated Lens)	2.0	\$ 650.00	\$ 1,300.00	2.00	\$ 1,300.00	\$ -	\$ 1,300.00	100%	\$ -
S-631-A	Flowable Fill	16.0	\$ 400.00	\$ 6,400.00	1.20	\$ 480.00	\$ -	\$ 480.00	8%	\$ 5,920.00
DP-PP	Concrete Dumpster Pad, Per Plans	1.0	\$ 9,500.00	\$ 9,500.00	1.00	\$ 9,500.00	\$ -	\$ 9,500.00	100%	\$ -
GT-1	Installation of Owner Provided Grease Tank	1.0	\$ 4,500.00	\$ 4,500.00	1.00	\$ 4,500.00	\$ -	\$ 4,500.00	100%	\$ -
HR-1	Handrail, Per Plans	15.0	\$ 240.00	\$ 3,600.00	15.00	\$ 3,600.00	\$ -	\$ 3,600.00	100%	\$ -
LS-1	Site Landscaping Per Sheet L1.0 (Materials and Installation)	1.0	\$ 20,000.00	\$ 20,000.00	1.00	\$ 20,000.00	\$ -	\$ 20,000.00	100%	\$ -
PF-1	72" Perimeter Chain Link Fence Erection and Removal	520.0	\$ 20.00	\$ 10,400.00	520.00	\$ 10,400.00	\$ -	\$ 10,400.00	100%	\$ -
E-1	2 1/2" PVC Electrical Conduit (Schedule 40) (Open-Cut)	400	\$ 8.00	\$ 3,200.00	420.00	\$ 3,360.00	\$ -	\$ 3,360.00	105%	\$ (160.00)
E-2	Electric Pull Box, Per Plans	8.000	\$ 350.00	\$ 2,800.00	8.00	\$ 2,800.00	\$ -	\$ 2,800.00	100%	\$ -
E-3	Light Pole Bases	8.000	\$ 1,500.00	\$ 12,000.00	8.00	\$ 12,000.00	\$ -	\$ 12,000.00	100%	\$ -
W-1	1" Polyethylene Service Tubing	40.000	\$ 15.00	\$ 600.00	40.00	\$ 600.00	\$ -	\$ 600.00	100%	\$ -
W-2	Frost Free Hydrant Assembly	2.0	\$ 500.00	\$ 1,000.00	2.00	\$ 1,000.00	\$ -	\$ 1,000.00	100%	\$ -
SS-1	6" Sanitary Sewer Service Line	85.0	\$ 45.00	\$ 3,825.00	85.00	\$ 3,825.00	\$ -	\$ 3,825.00	100%	\$ -
T-1	4" PVC Telephone Conduit (Schedule 40) (Open-Cut)	510.0	\$ 18.00	\$ 9,180.00	516.00	\$ 9,288.00	\$ -	\$ 9,288.00	101%	\$ (108.00)
T-2	Telephone Pull Box, Per Plans	4.0	\$ 350.00	\$ 1,400.00	4.00	\$ 1,400.00	\$ -	\$ 1,400.00	100%	\$ -
ADDITIVE ALTERNATE ITEMS										
AA-1	Dumpster Enclosure Per Sheet L1.1	1.0	\$ 52,000.00	\$ 52,000.00	1.00	\$ 52,000.00	\$ -	\$ 52,000.00	100%	\$ -
AA-2	Business Rear Access Platforms Per Sheet L1.2	1.0	\$ 88,000.00	\$ 88,000.00	1.00	\$ 88,000.00	\$ -	\$ 88,000.00	100%	\$ -
CHANGE ORDER NO. 1 ITEMS										
T-3	AT&T Traffic Plate Installation	1.0	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	\$ -	\$ 1,500.00	100%	\$ -
CHANGE ORDER NO. 4 ITEMS (ADDITIVE ALTERNATE NO. 2)										
AA-2a	Widen platform to 5'2" to accommodate fire department request for a 4' clear access around wall-mounted utilities	1.0	\$ 22,892.50	\$ 22,892.50	1.00	\$ 22,892.50	\$ -	\$ 22,892.50	100%	\$ -



ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

Contractor's Application for Payment No.

8

To (Owner):	City of Oxford Board of Aldermen	Application Period:	1/21/2025 - 3/11/2025	Application Date:	3/12/2025
Project:	Oxford Square Downtown Detention	From (Contractor):	Patton Construction, LLC	Via (Engineer):	Kevin W. McLeod
Owner's Contract No.:	MDEQ Agreement NO. 172-2-SW-5.6	Contract:	Oxford Square Downtown Detention	Engineer's Project No.:	S122-016

Application for Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	\$49,997.60	
2		
3	\$44,995.40	\$44,995.40
4	\$76,117.50	
5	\$92,112.97	
	\$218,228.07	
TOTALS	\$263,223.47	\$44,995.40
NET CHANGE BY CHANGE ORDERS	\$263,223.47 \$173,232.67	

1. ORIGINAL CONTRACT PRICE.....	\$	\$1,236,272.75	
2. Net change by Change Orders.....	\$	\$263,223.47	\$173,232.67
3. Current Contract Price (Line 1 ± 2).....	\$	\$1,499,496.22	\$1,409,505.42
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	\$1,337,253.93	
5. RETAINAGE:			
a. 3.0% X \$ 1,337,253.93 Work Completed.....	\$	\$40,117.62	
b. 3.0% X \$ - Stored Material.....	\$		
c. Total Retainage (Line 5a + Line 5b).....	\$	\$40,117.62	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$1,297,136.31	
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$1,182,883.91	
8. AMOUNT DUE THIS APPLICATION.....	\$	\$114,252.40	
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	\$112,369.11	

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: [Signature] Date: 3/12/2025

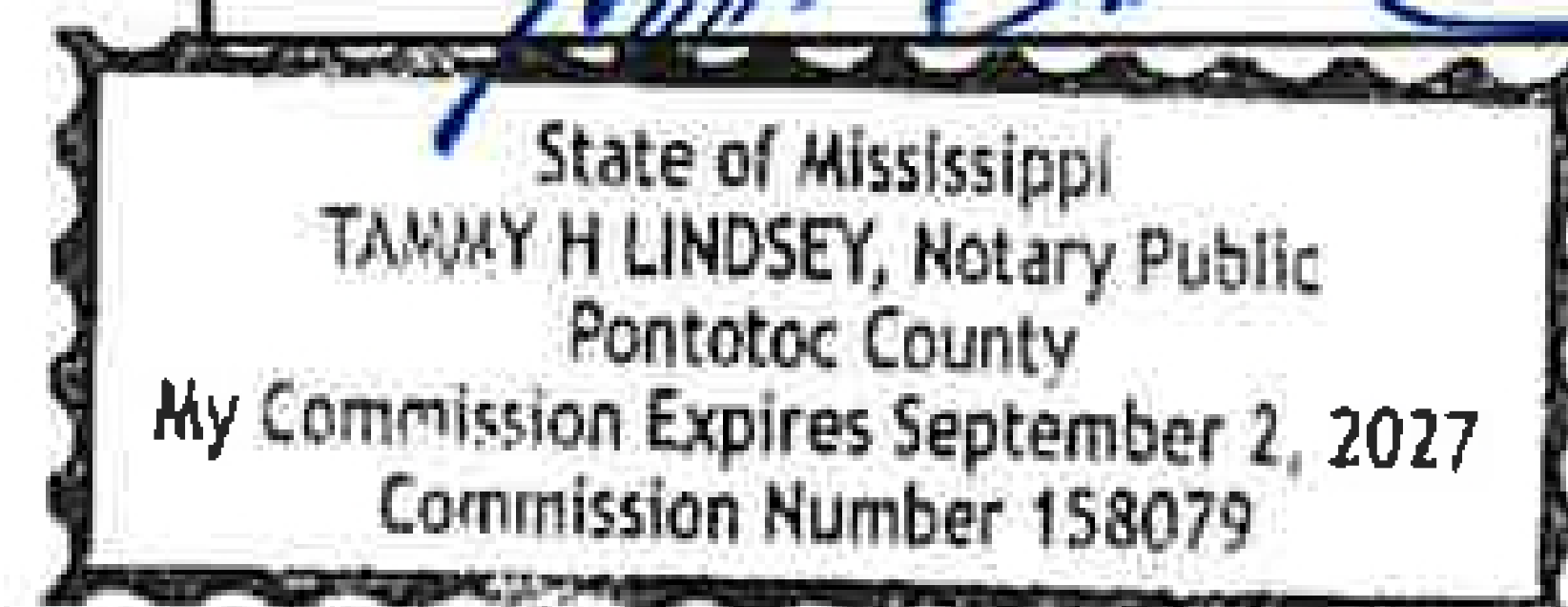
Payment of: \$ 114,252.40
(Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature] 3/12/25
(Engineer) (Date)

Payment of: \$ 114,252.40
(Line 8 or other - attach explanation of the other amount)

is approved by: [Signature] 3/19/25
Owner (Date)

BOT 3/19/25



[Signature]

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Oxford Square Downtown Detention Project							Estimate No. 8			
Application Period 1/21/2025 - 3/11/2025							Application Date: 3/12/2025			
A				B	C	D	E	F		G
Item		Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No	Description									
ROADWAY ITEMS										
S-200-A	Mobilization	1.0	\$ 25,000.00	\$ 25,000.00	1.00	\$ 25,000.00	\$ -	\$ 25,000.00	100%	\$ -
S-202-B	Removal of Traffic Sign, Including Post & Footing	15.0	\$ 50.00	\$ 750.00	15.00	\$ 750.00	\$ -	\$ 750.00	100%	\$ -
S-202-B	Removal of Inlets, All Sizes	3.0	\$ 250.00	\$ 750.00	3.00	\$ 750.00	\$ -	\$ 750.00	100%	\$ -
S-202-C	Removal of Drainage Pipe (8" Pipe and Above)	67.0	\$ 25.00	\$ 1,675.00	-	\$ -	\$ -	\$ -		\$ 1,675.00
S-202-C	Removal of Concrete Combination Curb & Gutter	665.0	\$ 7.50	\$ 4,987.50	276.00	\$ 2,070.00	\$ -	\$ 2,070.00	42%	\$ 2,917.50
S-202-C	Removal of Retaining Wall	67.0	\$ 50.00	\$ 3,350.00	48.70	\$ 2,435.00	\$ -	\$ 2,435.00	73%	\$ 915.00
S-202-D	Removal of Asphalt Pavement, All Depths	3,128.6	\$ 6.50	\$ 20,335.90	3,128.60	\$ 20,335.90	\$ -	\$ 20,335.90	100%	\$ -
S-202-D	Removal of Concrete Pavement, All Depths	4,470.6	\$ 6.50	\$ 29,058.90	4,461.60	\$ 29,000.40	\$ -	\$ 29,000.40	100%	\$ 58.50
S-203-A	Unclassified Excavation (LVM)	450.0	\$ 16.00	\$ 7,200.00	229.76	\$ 3,676.16	\$ -	\$ 3,676.16	51%	\$ 3,523.84
S-203-E	Borrow Excavation (Contractor Furnished, LVM, Class 9)	450.0	\$ 28.00	\$ 12,600.00	6.60	\$ 184.80	\$ -	\$ 184.80	1%	\$ 12,415.20
S-203-H	Excess Excavation (LVM)	2,813.0	\$ 14.00	\$ 39,382.00	2,813.00	\$ 39,382.00	\$ -	\$ 39,382.00	100%	\$ -
S-229-A	Portland Cement Concrete Paved Ditch	14.8	\$ 550.00	\$ 8,140.00	14.80	\$ 8,140.00	\$ -	\$ 8,140.00	100%	\$ -
S-233-A	Temporary Silt Fence	200.0	\$ 3.50	\$ 700.00	-	\$ -	\$ -	\$ -		\$ 700.00
237-A	Wattles, 12"	500.0	\$ 7.50	\$ 3,750.00	-	\$ -	\$ -	\$ -		\$ 3,750.00
S-304-D	Crushed Stone	1,619.0	\$ 52.00	\$ 84,188.00	1,619.00	\$ 84,188.00	\$ -	\$ 84,188.00	100%	\$ -
S-403-A	Hot Mix Asphalt, MT, 12.5-MM Mixture	895.0	\$ 198.00	\$ 177,210.00	895.00	\$ 177,210.00	\$ -	\$ 177,210.00	100%	\$ -
S-406-A	Cold Milling of Bituminous Pavement, All Depths	74.0	\$ 10.80	\$ 799.20	74.00	\$ 799.20	\$ -	\$ 799.20	100%	\$ -
S-407-A	Asphalt for Tack Coat	-	\$ 7.20	\$ -	-	\$ -	\$ -	\$ -	#DIV/0!	\$ -

A				B	C	D	E	F		G
Item		Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No	Description									
S-601-B	Class "B" Structural Concrete, Minor Structures	33.6	\$ 1,850.00	\$ 62,080.45	32.01	\$ 59,218.50	\$ -	\$ 59,218.50	95%	\$ 2,861.95
S-602-A	Reinforcing Steel	2,027.0	\$ 2.25	\$ 4,560.75	1,174.00	\$ 2,641.50	\$ -	\$ 2,641.50	58%	\$ 1,919.25
S-603-M-A	12" Corrugated Metal Pipe	56.0	\$ 36.00	\$ 2,016.00	56.00	\$ 2,016.00	\$ -	\$ 2,016.00	100%	\$ -
S-603-M-A	15" Corrugated Metal Pipe	-	\$ -	\$ -	-	\$ -	\$ -	\$ -	#DIV/0!	\$ -
S-603-M-A	12" Corrugated Metal Pipe, Slotted Drain	35.0	\$ 265.00	\$ 9,275.00	35.00	\$ 9,275.00	\$ -	\$ 9,275.00	100%	\$ -
S-603-M-A	15" Corrugated Metal Pipe, Slotted Drain	20.0	\$ 295.00	\$ 5,900.00	20.00	\$ 5,900.00	\$ -	\$ 5,900.00	100%	\$ -
S-603-M-A	18" Corrugated Metal Pipe, Slotted Drain	-	\$ 350.00	\$ -	-	\$ -	\$ -	\$ -	#DIV/0!	\$ -
S-603-PP-A	12" High Performance Polypropylene Pipe	127.0	\$ 36.00	\$ 4,572.00	127.00	\$ 4,572.00	\$ -	\$ 4,572.00	100%	\$ -
S-603-PP-A	18" High Performance Polypropylene Pipe	215.0	\$ 42.00	\$ 9,030.00	215.00	\$ 9,030.00	\$ -	\$ 9,030.00	100%	\$ -
S-603-PP-A	24" High Performance Polypropylene Pipe	435.0	\$ 65.00	\$ 28,275.00	435.00	\$ 28,275.00	\$ -	\$ 28,275.00	100%	\$ -
UDS-PP	Underground Detention System, Per Plans	1.0	\$ 288,000.00	\$ 288,000.00	1.00	\$ 288,000.00	\$ -	\$ 288,000.00	100%	\$ -
S-604-A	Castings	2,357.0	\$ 8.75	\$ 20,623.75	432.00	\$ 3,780.00	\$ -	\$ 3,780.00	18%	\$ 16,843.75
S-604-B	Gratings	2,580.0	\$ 9.75	\$ 25,155.00	978.00	\$ 9,535.50	\$ -	\$ 9,535.50	38%	\$ 15,619.50
S-608-A	Concrete Sidewalk	513.5	\$ 53.00	\$ 27,215.50	513.50	\$ 27,215.50	\$ -	\$ 27,215.50	100%	\$ -
S-608-B	Concrete Driveway	45.4	\$ 65.00	\$ 2,951.00	45.40	\$ 2,951.00	\$ -	\$ 2,951.00	100%	\$ -
S-608-C	Detectable Warning Panels	90.0	\$ 100.00	\$ 9,000.00	56.00	\$ 5,600.00	\$ -	\$ 5,600.00	62%	\$ 3,400.00
S-609-B	Concrete Curb, Header	116.0	\$ 36.00	\$ 4,176.00	116.00	\$ 4,176.00	\$ -	\$ 4,176.00	100%	\$ -
S-609-D	Combination Concrete Curb and Gutter, Type 1 Modified	585.0	\$ 34.00	\$ 19,890.00	585.00	\$ 19,890.00	\$ -	\$ 19,890.00	100%	\$ -
S-609-D-PP	Combination Concrete Curb and Gutter, Per Plans (Narrow)	869.0	\$ 32.00	\$ 27,808.00	869.00	\$ 27,808.00	\$ -	\$ 27,808.00	100%	\$ -
S-618-A	Maintenance of Traffic	1.0	\$ 17,500.00	\$ 17,500.00	1.00	\$ 17,500.00	\$ -	\$ 17,500.00	100%	\$ -
S-621-G-1	Thermoplastic Detail Stripe (4" Equivalent Length)(White)(90 MIL)	720.0	\$ 11.00	\$ 7,920.00	720.00	\$ 7,920.00	\$ -	\$ 7,920.00	100%	\$ -
S-621-G-2	Thermoplastic Detail Stripe (4" Equivalent Length)(Yellow)(90 MIL)	345.0	\$ 11.00	\$ 3,795.00	345.00	\$ 3,795.00	\$ -	\$ 3,795.00	100%	\$ -
S-621-H-2	Thermoplastic Legend (White)(120 MIL)	950.0	\$ 11.00	\$ 10,450.00	950.00	\$ 10,450.00	\$ -	\$ 10,450.00	100%	\$ -

A				B	C	D	E	F		G
Item		Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description									
S-630-B	Reflectorized Traffic Regulatory Sign (Encapsulated Lens)	2.0	\$ 650.00	\$ 1,300.00	2.00	\$ 1,300.00	\$ -	\$ 1,300.00	100%	\$ -
S-631-A	Flowable Fill	16.0	\$ 400.00	\$ 6,400.00	1.20	\$ 480.00	\$ -	\$ 480.00	8%	\$ 5,920.00
DP-PP	Concrete Dumpster Pad, Per Plans	1.0	\$ 9,500.00	\$ 9,500.00	1.00	\$ 9,500.00	\$ -	\$ 9,500.00	100%	\$ -
GT-1	Installation of Owner Provided Grease Tank	1.0	\$ 4,500.00	\$ 4,500.00	1.00	\$ 4,500.00	\$ -	\$ 4,500.00	100%	\$ -
HR-1	Handrail, Per Plans	15.0	\$ 240.00	\$ 3,600.00	15.00	\$ 3,600.00	\$ -	\$ 3,600.00	100%	\$ -
LS-1	Site Landscaping Per Sheet L1.0 (Materials and Installation)	1.0	\$ 20,000.00	\$ 20,000.00	1.00	\$ 20,000.00	\$ -	\$ 20,000.00	100%	\$ -
PF-1	72" Perimeter Chain Link Fence Erection and Removal	520.0	\$ 20.00	\$ 10,400.00	520.00	\$ 10,400.00	\$ -	\$ 10,400.00	100%	\$ -
E-1	2 1/2" PVC Electrical Conduit (Schedule 40) (Open-Cut)	400	\$ 8.00	\$ 3,200.00	420.00	\$ 3,360.00	\$ -	\$ 3,360.00	105%	\$ (160.00)
E-2	Electric Pull Box, Per Plans	8.000	\$ 350.00	\$ 2,800.00	8.00	\$ 2,800.00	\$ -	\$ 2,800.00	100%	\$ -
E-3	Light Pole Bases	8.000	\$ 1,500.00	\$ 12,000.00	8.00	\$ 12,000.00	\$ -	\$ 12,000.00	100%	\$ -
W-1	1" Polyethylene Service Tubing	40.000	\$ 15.00	\$ 600.00	40.00	\$ 600.00	\$ -	\$ 600.00	100%	\$ -
W-2	Frost Free Hydrant Assembly	2.0	\$ 500.00	\$ 1,000.00	2.00	\$ 1,000.00	\$ -	\$ 1,000.00	100%	\$ -
SS-1	6" Sanitary Sewer Service Line	85.0	\$ 45.00	\$ 3,825.00	85.00	\$ 3,825.00	\$ -	\$ 3,825.00	100%	\$ -
T-1	4" PVC Telephone Conduit (Schedule 40) (Open-Cut)	510.0	\$ 18.00	\$ 9,180.00	516.00	\$ 9,288.00	\$ -	\$ 9,288.00	101%	\$ (108.00)
T-2	Telephone Pull Box, Per Plans	4.0	\$ 350.00	\$ 1,400.00	4.00	\$ 1,400.00	\$ -	\$ 1,400.00	100%	\$ -
ADDITIVE ALTERNATE ITEMS										
AA-1	Dumpster Enclosure Per Sheet L1.1	1.0	\$ 52,000.00	\$ 52,000.00	1.00	\$ 52,000.00	\$ -	\$ 52,000.00	100%	\$ -
AA-2	Business Rear Access Platforms Per Sheet L1.2	1.0	\$ 88,000.00	\$ 88,000.00	1.00	\$ 88,000.00	\$ -	\$ 88,000.00	100%	\$ -
CHANGE ORDER NO. 1 ITEMS										
T-3	AT&T Traffic Plate Installation	1.0	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	\$ -	\$ 1,500.00	100%	\$ -
CHANGE ORDER NO. 4 ITEMS (ADDITIVE ALTERNATE NO. 2)										
AA-2a	Widen platform to 5'2" to accommodate fire department request for a 4' clear access around wall-mounted utilities	1.0	\$ 22,892.50	\$ 22,892.50	1.00	\$ 22,892.50	\$ -	\$ 22,892.50	100%	\$ -

A				B	C	D	E	F		G
Item		Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No	Description									
AA-2b	Extend platform 12' to get steps past 2 gas meters on west end	1.0	\$ 14,437.50	\$ 14,437.50	1.00	\$ 14,437.50	\$ -	\$ 14,437.50	100%	\$ -
AA-2c	Change platforms from four totaling 60' to two totaling 80'	1.0	\$ 38,787.50	\$ 38,787.50	1.00	\$ 38,787.50	\$ -	\$ 38,787.50	100%	\$ -
CHANGE ORDER NO. 5 ITEMS										
CO5-1	Excavate, fill, and compact 30 LF of initial trench at Sta. 0+23 S. 11th Street	1.0	\$ 2,250.00	\$ 2,250.00	1.00	\$ 2,250.00	\$ -	\$ 2,250.00	100%	\$ -
CO5-2	Inlet modification plus additional 12" HP pipe 90-degree elbow at Sta. 2+38 S. 11th Street	1.0	\$ 550.00	\$ 550.00	1.00	\$ 550.00	\$ -	\$ 550.00	100%	\$ -
CO5-3	Inlet and 12" HP drainage pipe modification from Sta. 3+22 to Sta. 3+56 S. 11th Street	1.0	\$ 3,115.00	\$ 3,115.00	1.00	\$ 3,115.00	\$ -	\$ 3,115.00	100%	\$ -
CO5-4	Inlet and 24" HP drainage pipe modification from Sta. 3+22 to Sta. 3+94 S. 11th Street	1.0	\$ 5,475.00	\$ 5,475.00	1.00	\$ 5,475.00	\$ -	\$ 5,475.00	100%	\$ -
CO5-5	Additional couplings used when excavating under electrical duct bank at Sta. 4+09 S. 11th Street	1.0	\$ 300.00	\$ 300.00	1.00	\$ 300.00	\$ -	\$ 300.00	100%	\$ -
CO5-6	Inlet and drainage pipe modifications at S. 11th Street-Harrison Avenue intersection	1.0	\$ 8,030.00	\$ 8,030.00	1.00	\$ 8,030.00	\$ -	\$ 8,030.00	100%	\$ -
CO5-7	Cap existing surface inlet and adjust road grades from Sta. 10+80 to Sta. 11+60 Harrison Avenue	1.0	\$ 4,400.00	\$ 4,400.00	1.00	\$ 4,400.00	\$ -	\$ 4,400.00	100%	\$ -
CO5-8	Inlet modification at Sta. 12+33 RT Harrison Avenue	1.0	\$ 2,200.00	\$ 2,200.00	1.00	\$ 2,200.00	\$ -	\$ 2,200.00	100%	\$ -
CO5-9	Mulch at landscaped area behind OPA restaurant	1.0	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	\$ -	\$ 2,500.00	100%	\$ -
CO5-10	Delivery of grease tank	1.0	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	\$ -	\$ 1,000.00	100%	\$ -
CO5-11	Additional mobilization for striping subcontractor	1.0	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	\$ -	\$ 1,500.00	100%	\$ -
CO5-12	Leftover inlet and drainage materials	1.0	\$ 49,542.97	\$ 49,542.97	1.00	\$ 49,542.97	\$ -	\$ 49,542.97	100%	\$ -
CO5-13	Drainage swale and curb-cut at electrical vault at SE corner of S. 11th Street and Harrison Avenue	1.0	\$ 750.00	\$ 750.00	1.00	\$ 750.00	\$ -	\$ 750.00	100%	\$ -
CHANGE ORDER NO. 5 ITEMS (ADDITIVE ALTERNATE NO. 1)										
AA-1a	Modifications to dumpster pad/enclosure	1.0	\$ 10,500.00	\$ 10,500.00	1.00	\$ 10,500.00	\$ -	\$ 10,500.00	100%	\$ -
Totals				\$ 1,409,505.42		\$ 1,337,253.93	\$ -	\$ 1,337,253.93	95%	\$ 72,251.49

CONTRACT CHANGE ORDER

Change Order No. 3
Date: October 23, 2024
State: Mississippi
County: Lafayette

CONTRACT FOR: Oxford Square Downtown Detention Project MDEQ Agreement No. 172-2-SW-5.6

OWNER: City of Oxford

To: Patton Construction, LLC

(Contractor)

You are hereby requested to comply with the following changes from the Contract Plans and Specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	Decrease in Contract Price	Increase in Contract Price
See attached sheet	\$88,538.10	\$43,542.70
TOTALS:	\$88,538.10	\$43,542.70
Net Change in Contract Price:	\$44,995.40	

JUSTIFICATION: See attached sheet.

The amount of the Contract will be (~~Decreased~~) (~~Increased~~) (~~Unchanged~~) by the Sum of Forty-Four Thousand Nine Hundred Ninety-Five and 40/100s Dollars (\$44,995.40)

The Contract Total including this and previous Change Orders will be One Million Two Hundred Forty-One Thousand Two Hundred Seventy-Four and 95/100s Dollars (\$1,241,274.95)

The Contract Period for Completion will be (~~Decreased~~) (~~Increased~~) (~~Unchanged~~) by _____ Days

This document will become a supplement to the Contract and all provisions will apply hereto.

Requested: Robyn Tannehill (Owner) _____ (Date)

BAA Approved
11/5/24

Recommended: L. W. M. E. L. (Owner's Engineer) 10/30/24 (Date)

Accepted: [Signature] (Contractor) 10/28/24 (Date)

**Oxford Square Downtown Detention Project MDEQ Agreement No. 172-2-SW-5.6
City of Oxford**

Change Order No. 3 Attachment

Deletions (Base Bid):

S-202-D	Removal of Asphalt Pavement, All Depths	10.2 SY @	\$6.50	\$66.30
S-203-H	Excess Excavation (LVM)	337.00 CY @	\$14.00	\$4,718.00
S-229-A	Portland Cement Concrete Paved Ditch	8.20 CY @	\$550.00	\$4,510.00
S-304-D	Crushed Stone	161.00 TON @	\$52.00	\$8,372.00
S-406-A	Cold Milling of Bituminous Pavement, All Depths	1,706.00 SY @	\$10.80	\$18,424.80
S-407-A	Asphalt for Tack Coat	340.00 Gal @	\$7.20	\$2,448.00
S-603-M-A	12" Corrugated Metal Pipe	41.00 LF @	\$36.00	\$1,476.00
S-603-M-A	15" Corrugated Metal Pipe	145.00 LF @	\$39.00	\$5,655.00
S-603-M-A	12" Corrugated Metal Pipe, Slotted Drain	18.00 LF @	\$265.00	\$4,770.00
S-603-M-A	15" Corrugated Metal Pipe, Slotted Drain	60.00 LF @	\$295.00	\$17,700.00
S-603-M-A	18" Corrugated Metal Pipe, Slotted Drain	40.00 LF @	\$350.00	\$14,000.00
S-603-PP-A	18" High Performance Polypropylene Pipe	124.00 LF @	\$42.00	\$5,208.00
S-609-D	Combination Concrete Curb and Gutter, Type 1 Mod.	35.00 LF @	\$34.00	\$1,190.00

Subtotal Deletions: \$88,538.10

Additions (Base Bid):

S-202-D	Removal of Concrete Pavement, All Depths	506.80 SY @	\$6.50	\$3,294.20
S-403-A	Hot Mix Asphalt, MT, 12.5-MM Mixture	51.00 TON @	\$198.00	\$10,098.00
S-603-PP-A	12" High Performance Polypropylene Pipe	25.00 LF @	\$36.00	\$900.00
S-603-PP-A	24" High Performance Polypropylene Pipe	73.00 LF @	\$65.00	\$4,745.00
S-608-A	Concrete Sidewalk	233.50 SY @	\$53.00	\$12,375.50
S-608-B	Concrete Driveway	27.40 SY @	\$65.00	\$1,781.00
S-609-B	Concrete Curb, Header	81.00 LF @	\$36.00	\$2,916.00
S-609-D-PP	Comb. Concrete Curb and Gutter, Per Plans (Narrow)	169.00 LF @	\$32.00	\$5,408.00
SS-1	6" Sanitary Sewer Service Line	45.00 LF @	\$45.00	\$2,025.00

Subtotal Additions: \$43,542.70

Reasons:

- Existing sidewalk and ramp at NE corner of S. 11th Street and University Avenue had to be removed and replaced.
- Existing curb and gutter had to be removed and replaced on S. 11th Street at Stations 0+30 RT, 2+38 RT, and 3+22 RT.
- Existing concrete driveways had to be removed and replaced on S. 11th Street at Station 1+25 RT and on Tyler Avenue at Station 23+10 LT.
- Existing concrete sidewalk was removed and replaced on the NW corner of S. 11th Street and Tyler Avenue.
- Due to conflicts with existing utilities on S. 11th Street, pipe from inlet at Station 3+22 RT was tied into inlet at Station 3+56 LT instead of running to inlet at Station 4+09 RT.
- Due to conflicts with existing utilities on Harrison Avenue, inlet at Station 11+24 was moved to Station 11+35 and proposed pipe west of it was deleted.
- Due to conflicts with existing utilities on Harrison Avenue, slotted drain pipe east of inlet at Station 11+60 was deleted.
- Due to conflicts with existing utilities on Harrison Avenue, all drain pipe east of inlet at Station 12+52 was deleted.
- Due to conflicts with existing utilities on Tyler Avenue, all drain pipe, inlets, and paved ditch in center of Tyler Avenue was deleted.
- Paved ditch was added on Tyler Avenue from Station 23+00 to Station 24+20 on the right side.

Oxford Square Downtown Detention Project MDEQ Agreement No. 172-2-SW-5.6
City of Oxford

Change Order No. 3 Attachment

- Combination Curb and Gutter, Per Plans (Narrow) was added on Tyler Avenue from Station 23+00 to Station 24+20 on the left side.
- Existing concrete removal and proposed ramp construction was deleted from Tyler Avenue, Station 22+95 RT.
- Concrete curb, header, was added along the east side of concrete sidewalk on the east side of the parking lot.
- Hot mix asphalt was added at Station 13+10 RT on Harrison Avenue.
- Additional area at the SE corner of Harrison Avenue and S. 11th Street was poured as concrete sidewalk.
- Existing concrete slab found underneath the subgrade of Tyler Avenue had to be removed.
- Trench drain from dumpster pad was run south to the drain pipe leaving the detention system outlet structure instead of north to an existing sanitary sewer line.



MEMORANDUM

To: Board of Aldermen

From: John Crawley, City Engineer

CC: Hollis Green, COO / Johnathan Mizell, Chief Building Inspector

Date: April 15, 2025

Re: Request to Approve extended work hours at the Ruby
The Summit Phase 2, Oxford Commons

Blackburn Construction has requested extended work hours for Mondays through Fridays beginning April 16 through the week of June 16, 2025 for concrete pours at the Ruby Development in Oxford Commons. They would like to begin at 6 am on days where concrete is being poured and be allowed to work past 7 pm should the need arise to finish a pour. This schedule is tentative and may be affected by weather. Should the need to extend this timeline become necessary, Blackburn Construction understands that further Board approval will be required. Blackburn Construction also recognizes that this development is situated adjacent to a residential neighborhood, and that extreme care should be taken to minimize any disturbances during early morning or evening hours, and if that cannot be accomplished, any approvals given would be revoked.

Engineering recommends approval of extended work hours for Blackburn Construction at the Ruby on Mondays through Fridays from April 16 to the week of June 16, 2025.

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF OXFORD,
MISSISSIPPI, AND LAFAYETTE COUNTY, MISSISSIPPI,
PERTAINING TO THE LAFAYETTE COUNTY DENTENTION CENTER**

This agreement is made and entered into on the _____ day of _____, 2024, by and between the Board of Supervisors of Lafayette County, Mississippi (the “County”); and the City of Oxford, Mississippi (the “City”), pursuant to the authority granted by Section 19-25-71, Section 19-25-73, Section 47-1-39, Section 47-1-57, and Section 47-5-901 (et seq.) of the Mississippi Code Annotated, and is effective as of the _____ day of _____, 2024.

NOW, THEREFORE, IT IS AGREED by and between the City of Oxford, Mississippi (“City”), and Lafayette County, Mississippi (“County”), as follows:

1. That the Lafayette County Sheriff, as custodian of the jail, shall make available space within the Lafayette County Detention Center (hereinafter referred to as “Jail”) for individuals arrested by the City (hereinafter referred to as “detainees” or “inmates”).

2. That, for purposes of this agreement, individuals arrested by the City and detained at the Jail shall remain City inmates until such time as the inmate is indicted on felony charges. During the period of detention at the Jail and prior to the date of an indictment, the City shall be obligated to pay the County a per day fee for each detainee and the costs of all non-routine medical care provided to the City inmate. Once an inmate is indicted on a felony charge and has been served his or her indictment, he or she shall become the responsibility of Lafayette County as a County inmate and the County will be responsible for that prisoner’s detention, and the City will no longer be required to pay the fees and the costs of non-routine medical care for that inmate from that date forward.

3. That the County shall be compensated for housing City inmate in the sum of Twenty-five Dollars (\$25.00) for every 24-hour day for the first thirty (30) days that a City inmate is housed in the Jail, and in the sum of Thirty-two Dollars and Seventy-one cents (\$32.71) for days thirty-one or greater until the inmate is indicted for a felony or, if the inmate remains a City prisoner serving a sentence for a misdemeanor offense, until release. This compensation covers administration fees, clothing, shelter and routine medical care but does not include actual medical expenses incurred by the City inmates, it being specifically understood that all medical expenses required by an inmate shall be paid for by the appropriate entity, as more specifically set out hereinafter. The County shall provide a monthly accounting of each City inmate for whom such charges are sought to be recovered, with such accounting to include the names of each such inmate, the dates of incarceration, and all charges for medical costs as described more specifically below.

4. That City inmates are entitled to “routine medical care” and treatment, which are defined to mean the assessment and monitoring of Jail inmates and the provision of sick call services provided by the Lafayette County Detention Center medical staff, at no additional cost to the City, it being understood that the cost of such routine medical care is included in the per day fee paid by the City. “Routine medical care” does not include the costs of prescription medicines and other actual costs of non-routine medical services provided City inmates.

5. That, if the Jail administrative or medical staff recommends non-routine medical treatment (medical, mental, and/or dental treatment) to be provided by other medical care providers, Jail medical staff will make the necessary medical appointments for the inmate, and take such actions as may be necessary to ensure the City inmate receives the required medical treatment, with administrative costs to be borne by the County. The County shall provide a full accounting of the medical costs of such non-routine medical treatment for each City inmate, upon

submission of any invoices to the City for repayment of such costs, and the City shall be responsible for paying such costs of non-routine medical treatment to the County within forty-five (45) days of receipt of such invoices.

6. That the Parties, nor either of them, intend by this Agreement to assume, pay or waive reimbursement of the costs of medical care for City or County inmates who have other lawful, available means for payment or reimbursement of such care. Where such costs may be borne, defrayed, or reimbursed by other means or sources of payments, the Parties intend for those means or sources to apply instead of, or as a first means of payment for such care. Further both Parties retain the right to seek reimbursement by available legal means of all medical costs from inmates or other proper sources for all such payments or costs expended or paid.

7. That the Jail cannot accept any inmate who is in obvious medical distress or in obvious need of immediate medical care, it being the City's responsibility to provide medical treatment to that arrestee prior to the arrestee being accepted by the Jail as an inmate.

8. That, in an effort to minimize the duration of confinement of City detainees who are subject to felony charges, a list of felony inmates not under indictment shall be furnished by the City to the District Attorney's office prior to any Grand Jury meeting so that the matters may be disposed of in a timely manner.

9. That the City shall be responsible for ensuring that City detainees are provided their initial appearances pursuant to applicable law.

10. That the terms and conditions set forth in this agreement supersede and replace all previous agreements entered by the City and County for the housing of City prisoners in the County detention facility.

10. That the term of this agreement shall be for one (1) year, running from the date of execution for 365 days until finally concluded.

THIS AGREEMENT entered between the governing authorities of the City of Oxford, Mississippi, and Lafayette County, Mississippi, on the date set out below as the same appears of record in their respective minutes.

APPROVED, this the ____ day of _____, 2024.

CITY OF OXFORD, MISSISSIPPI

BY:

ROBYN TANNEHILL, Mayor

ATTEST:

Ashley Atkinson, City Clerk

APPROVED, this the ____ day of _____, 2024.

LAFAYETTE COUNTY, MISSISSIPPI

BY:

BRENT LARSON, President
Lafayette County Board of Supervisors

ATTEST:

MIKE ROBERTS, Chancery Clerk



Lynn Fitch
ATTORNEY GENERAL
OPINIONS AND POLICY

March 18, 2025

Pope S. Mallette, Esq.
Attorney, City of Oxford
2094 Old Taylor Road, Suite 200
Oxford, Mississippi 38655

Re: Contract for Jail Services

Dear Mr. Mallette:

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

Background

According to your request, Oxford (“City”) has asked that you seek an official opinion regarding the maximum amount that a municipality may pay to the county if it decides to enter a contract for jail services for municipal detainees held in the county jail. Your question arises because of changes in the laws authorizing a municipality or other political subdivision to enter a contract for jail services.

Question Presented

Is the City allowed to increase the amount it pays to counties for holding a City pretrial detainee or prisoner in the county jail up to as much as \$32.71 for days thirty-one and greater, as provided by Mississippi Code Annotated Section 47-5-909?

Brief Response

The City is authorized to pay a county up to \$25 per day for days one through thirty and \$32.71 for days thirty-one or greater for holding a municipal pretrial detainee or prisoner in the county jail in accordance with Sections 19-25-73(3), 47-5-901(2) and (3), and 47-5-909.

Applicable Law and Discussion

Municipalities have the authority to contract with the county board of supervisors “for the use of the county jail by the municipality.” Miss. Code Ann. § 47-1-39. Pursuant to Section 19-25-73(3):

In the event that prisoners are housed in the county jail by any political subdivision of the state, the county may charge the political subdivision for housing, feeding and otherwise caring for such prisoners an amount not to exceed the payments provided under state law for the keeping in the county jail of persons committed, sentenced or otherwise placed under the custody of the Department of Corrections.

With respect to how much the Department of Corrections is authorized to pay a county for housing state prisoners, Section 47-5-901 provides:

(2) If state prisoners are housed in county jails due to a lack of capacity at state correctional institutions, the Department of Corrections shall determine the cost for food and medical attention for such prisoners. The cost of feeding and housing offenders confined in such county jails shall be based on actual costs or contract price per prisoner. In order to maximize the potential use of county jail space, the Department of Corrections is encouraged to negotiate a reasonable per day cost per prisoner, which in no event may exceed Twenty-five Dollars (\$25.00) per day per offender, except as authorized in Section 47-5-909(2).

(3)(a) Upon vouchers submitted by the board of supervisors of any county housing persons due to lack of space at state institutions, the Department of Corrections shall pay to such county, out of any available funds, the actual cost of food, or contract price per prisoner, not to exceed Twenty-five Dollars (\$25.00) per day per offender, except as authorized in Section 47-5-909(2)

We next turn to Section 47-5-909(2), which provides:

(2) Notwithstanding any other provision of law, to expedite the removal of inmates from county jails as early as practicable, absent a contract negotiated between the Department of Corrections and the county jail, the Department of Corrections shall pay county jails for housing state offenders out of any available funds as follows:

(a) Twenty-five Dollars (\$25.00) per day per offender for days one (1) through thirty (30);

(b) Thirty-two Dollars and Seventy-one Cents (\$32.71) per day per offender for days thirty-one (31) or greater

Accordingly, it is the opinion of this office that for holding a municipal pretrial detainee or prisoner in the county jail, a municipality is authorized to pay a county up to \$25 per day for days one through thirty and up to \$32.71 for days thirty-one or greater.

Your request cites several previous Attorney General's opinions, noting that the referenced statutes have been amended since these previous opinions were issued. *See MS AG Ops., Cossar* (Dec. 6, 1991), and *Cossar* (March 8, 1995). We recognize that while these prior opinions were correct interpretations of the law at the time, later statutory amendments may have rendered portions of

Pope S. Mallette, Esq.

March 18, 2025

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these prior opinions obsolete. Additionally, to the extent that any prior opinions conflict with this one, this opinion is controlling on the issues presented in your request.

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/ Beebe Garrard*

Beebe Garrard
Special Assistant Attorney General

OFFICIAL OPINION

Ashley Atkinson

From: Pope Mallette <pmallette@mayomallette.com>
Sent: Tuesday, April 15, 2025 6:26 PM
To: Ashley Atkinson
Subject: Fwd: DRAFT Jail Agreement

Begin forwarded message:

From: David O'Donnell <dodonnell@claytonodonnell.com>
Date: April 14, 2025 at 11:39:16 AM CDT
To: Pope Mallette <pmallette@mayomallette.com>
Subject: RE: DRAFT Jail Agreement

Pope:

Sheriff East and I reviewed the recent AG opinion and the proposed contract you sent with the BOS.

At this point, the County will decline entering into a contract but it will adjust the per diem consistent with the AG opinion.

Regarding medical-related transportation, the Sheriff's Department will continue to coordinate medical appointment transportation/security with the Police Department. In the event the SO provides transportation/security as a default, the SO will bill the City for the time involved.

Please advise if you have any questions or wish to discuss further.

David

David D. O'Donnell
Clayton O'Donnell PLLC
1403 Van Buren Avenue, Suite 103
Oxford, MS 38655
dodonnell@claytonodonnell.com
1(662) 234-0900

From: Pope Mallette <pmallette@mayomallette.com>
Sent: Monday, April 7, 2025 2:21 PM
To: David O'Donnell <dodonnell@claytonodonnell.com>
Subject: DRAFT Jail Agreement

David -- My board hasn't considered this draft, but I wanted to get something to you so that both Boards have something to consider and discuss in the coming days or week or two. If you'd like to call about it before your meeting tonight, I'm glad to discuss. Or we can discuss after the County has taken a look and given you some feedback.

We still question the change from Preliminary Hearing (or waiver thereof) to indictment as the "turnover" trigger; the AG never disavowed its prior opinions that said Preliminary Hearing was the last date at which a City detainee remained a city detainee, and became a county prisoner. In our view, those opinions remain valid. The Lincoln County opinion merely said that the AG was aware of no cases, statutes, or other law that set the date at that point.

For now, though, the draft I've sent you has indictment as the turnover trigger point.

Pope

Thanks,
Pope

--

Pope S. Mallette

Mayo Mallette PLLC

E: pmallette@mayomallette.com

O: 662-236-0055 | D: 662-513-4898 | C: 662-801-0633
2094 Old Taylor Road, Suite 200 | Oxford, MS 38655