



AGENDA

City of Oxford

Board of Aldermen

Regular Meeting

Tuesday, June 02, 2026 at 05:00 PM

City Hall Courtroom

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

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

1. Opening the Meeting

- 1.a. Call to Order.
- 1.b. Adopt the agenda for the meeting.
- 1.c. Mayor's Report.

2. Regular Agenda: Financial Administration Office

- 2.a. Request permission to approve the minutes of the Regular Board of Aldermen meeting on May 19, 2026. (Leslie McCormick)
- 2.b. Request permission to approve the minutes of the Special Board of Aldermen meeting on May 26, 2026. (Leslie McCormick)
- 2.c. Request approval of the accounts for all city departments. (Leslie McCormick)
- 2.d. Request approval of Emergency Purchases made as a result of Winter Storm Fern, that occurred January 23-26, 2026. (Rhonda Burchett)
- 2.e. April 2026 budget report. (Rhonda Burchett)

Attachments

- 1. [FINANCIAL ADMIN - APRIL 2026 BUDGET REPORT.PDF](#)

3. Consider the consent agenda:

3.a. Fixed Asset Management:

- i. Request permission to declare a 2014 Glaval bus (VIN Number: 4UZAEDT4FCGH3739), a 2010 Gillig bus (VIN Number: 15GGD2218Y1071157), and a 2014 Glaval bus (VIN Number: 4UZAEDT4FCGH3741) from OUT surplus and authorize their disposal. (Donna Zampella)

Attachments

1. [SURPLUS - OUT - BUS.PDF](#)

3.b. Travel Requests:

- i. Request permission for two employees from the Oxford Police Department to attend the 2026 MACP Summer Educational Conference in Biloxi, Mississippi, on June 14– 19, 2026, at an estimated cost of \$2,989.26. (Jeff McCutchen)
- ii. Request permission for eight employees from the Oxford Police Department to attend the FLETC Basic Tactical Medical Instructor Course in Oxford, Mississippi, on June 22–24, 2026, at no cost to the city. (Jeff McCutchen)
- iii. Request permission for seven employees from the Oxford Police Department to attend ARIDE training in Oxford, Mississippi, on June 2–3, 2026, at no cost to the city. (Jeff McCutchen)
- iv. Request permission for Development Services - Planning Department staff to attend the Mississippi Outdoor Stewardship Trust Fund Workshop in Jackson, Mississippi, on June 16, 2026, at an estimated cost of \$150.00. (Ben Requet)

Attachments

1. [PLANNING - MOSTF TRAVEL REQUEST.PDF](#)

3.c. Human Resources:

- i. Request permission to hire Kaiden Gaines as a part-time facility worker for the Oxford Conference Center at an hourly rate of \$15.00. (Braxton Tullos)
- ii. Request permission to approve the promotion of Angela Chase as a WWTP Operator II/Lab Technician Superintendent with an annual salary of \$60,756.80, effective June 3, 2026, and the promotion of Ashley Rogers to Office Assistant with an annual salary of \$50,024.00, effective July 1, 2026, both for Oxford Utilities. (Braxton Tullos)
- iii. Request permission to approve the resignation of Service Technician III, Bobby Pruitt, from the City Shop, effective June 5, 2026. (Braxton Tullos)
- iv. Request permission to hire Elijah Hiser as a full-time Patrol Officer with an annual salary of \$54,107.60 for the Oxford Police Department. (Braxton Tullos)
- v. Request permission to approve a promotion of Stephen Allen to PACE Officer II with an annual salary of \$3,460.84 for the Oxford Police Department. (Braxton Tullos)
- vi. Request permission to hire Kyleigh Draper and Berkeley Baddour as concessionaires at a rate of \$10.00 per hour, approve the promotion of Detario Scott to grill cook at a rate of \$15.00 per hour, and the promotion of Riley Hunter to supervisor at a rate of \$15.00 per hour, all for mTrade Park. (Braxton Tullos)
- vii. Request permission to hire Kennedy Gilliom as a seasonal landscaper at a rate of \$15.00 per hour for the Buildings and Grounds—Landscape Services Department. (Braxton Tullos)
- viii. Request permission to approve the resignation of Senneca Evans as an intern for the Municipal Court, effective June 2, 2026. (Braxton Tullos)
- ix. Request permission to approve the resignation of Jalen Egerson as a laborer for the Environmental Services Department, effective June 2, 2026. (Braxton Tullos)
- x. Request permission to approve the promotion and transfer of Ava Denley from the Environmental Services Department to the Oxford Animal Resource Center as a full-time Animal Care Technician with an annual salary of \$40,170.00. (Braxton Tullos)
- xi. Request permission to approve the lateral transfer of Cameren Brewer from Building and Grounds - Landscape Services Department to Oxford Utilities as a Water/ Wastewater Technician with his annual salary remaining at \$41,375.10. (Braxton Tullos)
- xii. Request permission to hire Seth Cohen as a Water/ Wastewater Technician for Oxford Utilities with an annual salary of \$41,375.10. (Braxton Tullos)

3.d. Miscellaneous:

- i. Consider a proclamation declaring June 7– 13, 2026, National Garden Club Week in Oxford, Mississippi.
- ii. Consider a proclamation in honor of the U.S. Army's 251st Birthday, this June 14, 2026.
- iii. Request permission to approve Barrett B. Lott as a driver for Vero Transportation LLC. (Jeff McCutchen)
- iv. Request permission to approve the water and sewer adjustments in accordance with the Oxford Utilities Adjustment Policy. (Rob Neely)
- v. Request permission for the Lafayette County Law Enforcement Officers Association (LCLEA) to hold a fishing rodeo at Lamar Park. (Greg Pinion)

- vi. Request permission to sign the 2026-2027 Interlocal Agreement for funding of the Early Childhood and Reading Program.
- vii. Request permission to approve donations on behalf of the Oxford Animal Resource Center. (Kelli Briscoe)
- viii. Request permission to release the funds allocated for the Oxford Juneteenth Festival 2026.

Attachments

- 1. [CONSENT - PROCLAMATION - ARMY.PDF](#)
- 2. [CONSENT - EARLY CHILDHOOD INTERLOCAL AGREEMENT.PDF](#)
- 3. [CONSENT - PROCLAMATION - 2026.PDF](#)
- 4. [OXFORD UTILITIES - ADJUSTMENTS.PDF](#)
- 5. [OPD - TAXI DRIVER - VERO TRANSPORTATION LLC - B. LOTT](#)

4. Regular Agenda: Other Departments

- 4.a. Request approval of the Oxford Utilities FY2027 Electric Division Budget. (Rob Neely)

Attachments

- 1. [OXFORD UTILITIES - BUDGET FY2027.PDF](#)

- 4.b. Consider an electric retail rate adjustment. (Rob Neely)

Attachments

- 1. [OXFORD UTILITIES - ELECTRIC RATES.PDF](#)

- 4.c. Request permission for the mayor to sign the contract for the facility renovation for OUT. (Donna Zampella)

Attachments

- 1. [OUT - MDOT CONTRACT \(2\).PDF](#)
- 2. [OUT - MDOT CONTRACT.PDF](#)

5. Regular Agenda: Special Projects

- 5.a. Request permission to accept proposal from Jubilee Decor for the Walk of Lights Expansion Phase 2 project. (Mark Levy)

Attachments

- 1. [SPECIAL - WALK OF LIGHTS - PROPOSAL.PDF](#)

- 5.b. Request permission to authorize contract with Jubilee Decor for the Walk of Lights Expansion Phase 2 project. (Mark Levy)

Attachments

- 1. [SPECIAL - WALK OF LIGHTS - CONTRACT.PDF](#)

- 5.c. Request permission to authorize contract with IPS for new multi-space parking kiosks in downtown Oxford. (Mark Levy)

Attachments

- 1. [SPECIAL - IPS - PARKING METERS - CONTRACT - APPROVED.PDF](#)

- 5.d. Request permission to authorize contract with A.S. Fornea Construction for the Indoor Practice Facility renovation project. (Mark Levy)

Attachments

- 1. [SPECIAL - AS FORNEA - IPF - CONTRACT.PDF](#)

6. Regular Agenda: Development Services-Engineering Department

- 6.a. Request permission to approve Change Order No. 4, Payment Application No. 9, and Final for the North Lamar Sewer Project. (John Crawley)

Attachments

- 1. [ENGINEERING - NORTH LAMAR SEWER.PDF](#)

- 6.b. Consider the recommendation to select Waggoner Engineering for the City of Oxford water and

wastewater resources planning. (John Crawley)

Attachments

1. [ENGINEERING - WAGGONER ENGINEERING - WATER AND WASTEWATER RESOURCES PLANNING.PDF](#)

7. Regular Agenda: Closing the Meeting

7.a. Consider an executive session.

7.b. Adjourn.

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
REVENUE										
Department	000 - REVENUE									
Taxes										
200	AD VALOREM TAX	15,015,414.00	.00	15,015,414.00	9,407,659.56	.00	13,684,850.21	1,330,563.79	91	12,995,029.28
202	PARK COMM TAX LEVY	1,316,067.00	.00	1,316,067.00	810,990.55	.00	1,188,457.56	127,609.44	90	1,073,860.61
205	OVER 65 TAX REIMB	212,300.00	.00	212,300.00	.00	.00	101,973.59	110,326.41	48	212,289.16
206	IN LIEU OF TAXES	429,000.00	.00	429,000.00	.00	.00	417,490.19	11,509.81	97	392,959.62
210	PENALTIES & INTEREST	180,000.00	.00	180,000.00	32,104.11	.00	74,810.58	105,189.42	42	200,938.36
211	UTILITY TAX	21,000.00	.00	21,000.00	1,419.48	.00	11,021.42	9,978.58	52	17,450.50
<i>Taxes Totals</i>		\$17,173,781.00	\$0.00	\$17,173,781.00	\$10,252,173.70	\$0.00	\$15,478,603.55	\$1,695,177.45	90%	\$14,892,527.53
<i>Licenses and Permits</i>										
218	PLANNING DEPT. INCOME	300,000.00	.00	300,000.00	28,019.17	.00	157,910.38	142,089.62	53	360,990.00
220	PRIVILEGE LICENSE	100,000.00	.00	100,000.00	11,110.95	.00	57,318.30	42,681.70	57	115,858.16
221	FRANCHISE CHARGES	957,000.00	.00	957,000.00	22,382.99	.00	662,904.38	294,095.62	69	854,690.10
222	BLDG & ZONING	2,400,000.00	.00	2,400,000.00	103,737.63	.00	1,610,927.59	789,072.41	67	2,937,619.95
223	KEG PERMITS	100.00	.00	100.00	15.00	.00	85.00	15.00	85	150.00
224	TAXI PERMITS	100.00	.00	100.00	.00	.00	100.00	.00	100	375.00
225	SPECIAL EVENT PERMITS	5,000.00	.00	5,000.00	750.00	.00	3,750.00	1,250.00	75	5,950.00
<i>Licenses and Permits Totals</i>		\$3,762,200.00	\$0.00	\$3,762,200.00	\$166,015.74	\$0.00	\$2,492,995.65	\$1,269,204.35	66%	\$4,275,633.21
<i>Intergovernmental Revenues</i>										
250	MUNICIPAL AID	38,000.00	.00	38,000.00	.00	.00	15,292.06	22,707.94	40	38,522.44
253	POLICE TRAINING	30,000.00	.00	30,000.00	.00	.00	20,000.00	10,000.00	67	40,000.00
259	SALES TAX-RENTAL CAR SETTLEMEN	40,000.00	.00	40,000.00	.00	.00	45,016.34	(5,016.34)	113	40,841.60
260	SALES TAX - REVENUE	14,917,000.00	.00	14,917,000.00	1,179,383.50	.00	9,269,949.08	5,647,050.92	62	11,637,518.30
261	ABC LICENSES	220,000.00	.00	220,000.00	17,550.00	.00	133,916.88	86,083.12	61	226,183.12
262	FIRE PROTECTION	164,205.00	.00	164,205.00	.00	.00	.00	164,205.00	0	167,982.52
263	STATE OF MS PMTS	25,000.00	.00	25,000.00	.00	.00	.00	25,000.00	0	201,547.90
265	FEMA REIMBURSEMENTS RECEIVED	25,000.00	.00	25,000.00	.00	.00	.00	25,000.00	0	.00
269	UNIV OF MS - OFD CAPITAL CONT	75,000.00	.00	75,000.00	.00	.00	75,000.00	.00	100	.00
270	U OF MS REIMB.-FOOTBALL	100,000.00	.00	100,000.00	.00	.00	115,000.00	(15,000.00)	115	71,428.56
271	COUNTY AD VALOREM TAX	1,678,617.00	.00	1,678,617.00	75,823.89	.00	1,358,876.33	319,740.67	81	1,362,287.49
272	UNIV OF MISS FIRE PROTE	1,595,000.00	.00	1,595,000.00	178,370.30	.00	535,110.90	1,059,889.10	34	526,903.55
275	BAPTIST HOSPITAL ROW	3,039.00	.00	3,039.00	.00	.00	3,039.00	.00	100	3,039.00
276	County mTrade Park payment	150,000.00	.00	150,000.00	.00	.00	.00	150,000.00	0	150,000.00
277	E JACKSON AVE LEASE REVENUE	43,000.00	.00	43,000.00	33,143.09	.00	49,971.02	(6,971.02)	116	51,918.30
280	SRO REIMBURSEMENT FROM OMSSD	550,000.00	.00	550,000.00	.00	.00	.00	550,000.00	0	582,145.63
295	U OF MS RIFLE RANGE PAYMENT	61,000.00	.00	61,000.00	61,000.00	.00	61,000.00	.00	100	61,000.00
<i>Intergovernmental Revenues Totals</i>		\$19,714,861.00	\$0.00	\$19,714,861.00	\$1,545,270.78	\$0.00	\$11,682,171.61	\$8,032,689.39	59%	\$15,161,318.41
<i>Governmental Services</i>										
300	DAMAGES ON REDEMPTIONS	110,000.00	.00	110,000.00	5,265.94	.00	44,733.28	65,266.72	41	120,350.78
301	FIRE INSPECTION FEES	1,000.00	.00	1,000.00	50.00	.00	751.00	249.00	75	1,202.00

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
REVENUE										
Department 000 - REVENUE										
<i>Governmental Services</i>										
302	PUBLIC RECORDS REQUESTS FEES	2,000.00	.00	2,000.00	364.71	.00	2,765.49	(765.49)	138	2,568.47
305	INCOME FROM POLICE DEPT FEES	65,000.00	.00	65,000.00	6,510.00	.00	32,314.00	32,686.00	50	70,194.00
310	INCOME FROM ANIMAL RESOURCE CENTER-ADOPTIONS	40,000.00	.00	40,000.00	350.00	.00	2,770.00	37,230.00	7	44,343.97
311	INCOME FROM SWIM POOL	40,000.00	.00	40,000.00	.00	.00	901.00	39,099.00	2	73,911.69
313	INCOME FROM ANIMAL RESOURCE CENTER-MISCELLANEOUS	2,500.00	.00	2,500.00	75.00	.00	1,638.00	862.00	66	1,860.00
320	SCHOOL COLLECTIONS	65,000.00	.00	65,000.00	.00	.00	.00	65,000.00	0	65,000.00
<i>Governmental Services Totals</i>		\$325,500.00	\$0.00	\$325,500.00	\$12,615.65	\$0.00	\$85,872.77	\$239,627.23	26%	\$379,430.91
<i>Fines and Forfeits</i>										
330	COURT FINES/FORFEITS	800,000.00	.00	800,000.00	225,573.69	.00	519,660.42	280,339.58	65	832,664.07
338	PROBATION FEES	30,000.00	.00	30,000.00	3,190.00	.00	9,850.00	20,150.00	33	24,554.00
<i>Fines and Forfeits Totals</i>		\$830,000.00	\$0.00	\$830,000.00	\$228,763.69	\$0.00	\$529,510.42	\$300,489.58	64%	\$857,218.07
<i>Miscellaneous</i>										
340	MISCELLANEOUS	100,000.00	.00	100,000.00	5,721.57	.00	1,285,916.81	(1,185,916.81)	1286	220,501.06
341	INTEREST EARNED	900,000.00	.00	900,000.00	.00	.00	180,794.13	719,205.87	20	1,087,890.12
344	MTRADE PARK SPONSORSHIPS	150,000.00	.00	150,000.00	16,850.00	.00	65,875.00	84,125.00	44	135,232.42
345	MTRADE PARK CONCESSIONS	1,000,000.00	.00	1,000,000.00	56,962.24	.00	302,799.66	697,200.34	30	1,235,053.10
346	RECEIPTS-STATE OF MS	.00	.00	.00	.00	.00	.00	.00	+++	45,747.90
348	MTRADE PARK GATE REVENUE	50,000.00	.00	50,000.00	7,600.00	.00	27,970.00	22,030.00	56	59,724.74
349	MTRADE PARK RENTAL INCOME	50,000.00	.00	50,000.00	24,894.00	.00	74,176.37	(24,176.37)	148	53,466.00
352	SALE OF EQUIPMENT	.00	.00	.00	.00	.00	.00	.00	+++	(6,929.00)
354	MTRADE PARK DUGOUT INCOME	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	659.35
370	PROCEEDS FROM SALE OF ASSETS	.00	.00	.00	.00	.00	172.00	(172.00)	+++	.00
<i>Miscellaneous Totals</i>		\$2,260,000.00	\$0.00	\$2,260,000.00	\$112,027.81	\$0.00	\$1,937,703.97	\$322,296.03	86%	\$2,831,345.69
<i>Interfund Transfers</i>										
381	TRANSFER-CEMETERY T/A	20,000.00	.00	20,000.00	.00	.00	.00	20,000.00	0	20,000.00
382	TRANSFER WAT/SEW-GEN	1,000,000.00	.00	1,000,000.00	.00	.00	.00	1,000,000.00	0	1,000,000.00
384	TRANSFER-REIMB ELEC	34,124.00	.00	34,124.00	3,205.61	.00	21,780.27	12,343.73	64	28,761.32
385	TRANSFER IN-2% FB-OPD Downtown Expenses	1,000,000.00	.00	1,000,000.00	.00	.00	1,000,000.00	.00	100	500,000.00
386	TAX EQUIVALENT-E/D	1,165,000.00	.00	1,165,000.00	97,083.33	.00	679,583.31	485,416.69	58	970,834.00
388	TRANSFER-BAPTIST PROCEEDS	218,000.00	.00	218,000.00	.00	.00	.00	218,000.00	0	1,358,000.00
391	TRANSFER-PARKING REV. REIMB.	235,048.00	.00	235,048.00	.00	.00	.00	235,048.00	0	235,048.00
395	TRANSFERS-T & A FUNDS	3,060,000.00	.00	3,060,000.00	.00	.00	1,000,000.00	2,060,000.00	33	1,106,892.00
906	TRANSFER FROM OPC ACTIVITY FUND	300,000.00	.00	300,000.00	.00	.00	320,179.52	(20,179.52)	107	280,111.14
909	TRANSFERS IN	.00	.00	.00	.00	.00	.00	.00	+++	2,339,886.00
<i>Interfund Transfers Totals</i>		\$7,032,172.00	\$0.00	\$7,032,172.00	\$100,288.94	\$0.00	\$3,021,543.10	\$4,010,628.90	43%	\$7,839,532.46

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
REVENUE										
Department 000 - REVENUE										
Non-Revenue Receipts										
398	TRANSFER IN-ARPA REIMB. OF GENERAL FUND	.00	.00	.00	.00	.00	.00	.00	+++	68.07
	PAYROLL EXPENSES									
	Non-Revenue Receipts Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$68.07
	Department 000 - REVENUE Totals	\$51,098,514.00	\$0.00	\$51,098,514.00	\$12,417,156.31	\$0.00	\$35,228,401.07	\$15,870,112.93	69%	\$46,237,074.35
	REVENUE TOTALS	\$51,098,514.00	\$0.00	\$51,098,514.00	\$12,417,156.31	\$0.00	\$35,228,401.07	\$15,870,112.93	69%	\$46,237,074.35
EXPENSE										
Department 001 - LEGISLATIVE										
Personal Services										
410	SALARIES ADM	133,385.00	.00	133,385.00	10,406.57	.00	62,439.42	70,945.58	47	121,449.48
460	RETIREMENT	25,210.00	.00	25,210.00	1,914.80	.00	11,488.80	13,721.20	46	20,079.84
470	FICA	10,204.00	.00	10,204.00	730.11	.00	4,385.77	5,818.23	43	7,948.68
480	HEALTH & LIFE INS.	43,400.00	.00	43,400.00	.00	.00	.00	43,400.00	0	22,802.42
	Personal Services Totals	\$212,199.00	\$0.00	\$212,199.00	\$13,051.48	\$0.00	\$78,313.99	\$133,885.01	37%	\$172,280.42
Supplies										
555	OPERATING SUPPLIES	.00	.00	.00	.00	.00	.00	.00	+++	170.11
585	DUES REG FEES SUBSCRIPTIONS	1,500.00	.00	1,500.00	.00	.00	1,334.88	165.12	89	625.00
	Supplies Totals	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$1,334.88	\$165.12	89%	\$795.11
Other Services and Charges										
605	COMMUNICATIONS	7,500.00	.00	7,500.00	217.73	.00	4,354.32	3,145.68	58	8,042.70
610	TRAVEL	12,000.00	.00	12,000.00	36.58	.00	7,282.76	4,717.24	61	7,676.40
	Other Services and Charges Totals	\$19,500.00	\$0.00	\$19,500.00	\$254.31	\$0.00	\$11,637.08	\$7,862.92	60%	\$15,719.10
	Department 001 - LEGISLATIVE Totals	\$233,199.00	\$0.00	\$233,199.00	\$13,305.79	\$0.00	\$91,285.95	\$141,913.05	39%	\$188,794.63

Budget Performance Report

Fiscal Year to Date 04/30/26

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
EXPENSE										
Department 010 - JUDICIAL										
<i>Personal Services</i>										
410	SALARIES ADM	87,550.00	.00	87,550.00	6,734.62	.00	50,509.65	37,040.35	58	84,999.98
420	SALARIES NON ADM	472,123.00	.00	472,123.00	36,735.89	.00	255,189.21	216,933.79	54	363,318.36
440	SALARIES HOURLY	50,000.00	.00	50,000.00	4,682.41	.00	36,889.95	13,110.05	74	18,939.57
450	OVERTIME	7,000.00	.00	7,000.00	725.21	.00	3,475.65	3,524.35	50	3,440.81
460	RETIREMENT	105,778.00	.00	105,778.00	8,839.73	.00	62,195.93	43,582.07	59	86,345.46
470	FICA	46,640.00	.00	46,640.00	3,649.18	.00	25,912.77	20,727.23	56	35,661.50
480	HEALTH & LIFE INS.	62,000.00	.00	62,000.00	.00	.00	.00	62,000.00	0	41,685.79
<i>Personal Services Totals</i>		\$831,091.00	\$0.00	\$831,091.00	\$61,367.04	\$0.00	\$434,173.16	\$396,917.84	52%	\$634,391.47
<i>Supplies</i>										
555	OPERATING SUPPLIES	20,000.00	.00	20,000.00	1,153.75	.00	6,057.86	13,942.14	30	13,362.37
575	OTHER MAINT REPAIR	5,000.00	.00	5,000.00	.00	.00	28.21	4,971.79	1	.00
580	SERVICE MAINT CONTRACTS	38,000.00	.00	38,000.00	874.78	.00	12,462.65	25,537.35	33	19,098.04
585	DUES REG FEES SUBSCRIPTIONS	8,000.00	.00	8,000.00	100.00	.00	1,277.25	6,722.75	16	6,959.18
<i>Supplies Totals</i>		\$71,000.00	\$0.00	\$71,000.00	\$2,128.53	\$0.00	\$19,825.97	\$51,174.03	28%	\$39,419.59
<i>Other Services and Charges</i>										
600	PROFESSIONAL SERVICES	146,000.00	.00	146,000.00	12,000.00	.00	75,200.00	70,800.00	52	108,500.00
605	COMMUNICATIONS	8,000.00	.00	8,000.00	201.72	.00	3,395.94	4,604.06	42	5,761.95
610	TRAVEL	7,000.00	.00	7,000.00	.00	.00	.00	7,000.00	0	3,732.94
630	UTILITIES	50,000.00	.00	50,000.00	844.28	.00	17,031.81	32,968.19	34	46,252.93
<i>Other Services and Charges Totals</i>		\$211,000.00	\$0.00	\$211,000.00	\$13,046.00	\$0.00	\$95,627.75	\$115,372.25	45%	\$164,247.82
Department 010 - JUDICIAL Totals		\$1,113,091.00	\$0.00	\$1,113,091.00	\$76,541.57	\$0.00	\$549,626.88	\$563,464.12	49%	\$838,058.88

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
EXPENSE										
Department 020 - EXECUTIVE										
<i>Personal Services</i>										
410	SALARIES ADM	139,050.00	.00	139,050.00	11,587.50	.00	69,525.00	69,525.00	50	125,000.04
420	SALARIES NON ADM	76,229.00	.00	76,229.00	5,863.80	.00	49,920.80	26,308.20	65	137,416.56
440	SALARIES HOURLY	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	.00
460	RETIREMENT	42,634.00	.00	42,634.00	3,211.04	.00	21,978.03	20,655.97	52	47,295.65
470	FICA	17,257.00	.00	17,257.00	1,205.82	.00	8,345.31	8,911.69	48	18,746.38
480	HEALTH & LIFE INS.	12,400.00	.00	12,400.00	.00	.00	.00	12,400.00	0	14,550.72
<i>Personal Services Totals</i>		\$297,570.00	\$0.00	\$297,570.00	\$21,868.16	\$0.00	\$149,769.14	\$147,800.86	50%	\$343,009.35
<i>Supplies</i>										
555	OPERATING SUPPLIES	5,500.00	.00	5,500.00	539.66	.00	4,719.84	780.16	86	4,489.36
580	SERVICE MAINT CONTRACTS	2,000.00	.00	2,000.00	87.30	.00	885.39	1,114.61	44	886.71
585	DUES REG FEES SUBSCRIPTIONS	3,000.00	.00	3,000.00	58.00	.00	5,987.75	(2,987.75)	200	6,028.15
<i>Supplies Totals</i>		\$10,500.00	\$0.00	\$10,500.00	\$684.96	\$0.00	\$11,592.98	(\$1,092.98)	110%	\$11,404.22
<i>Other Services and Charges</i>										
610	TRAVEL	13,500.00	.00	13,500.00	(1,158.65)	.00	3,624.59	9,875.41	27	8,790.79
645	SUPPORT AND CONTRIBUTIONS	700.00	.00	700.00	.00	.00	175.00	525.00	25	500.00
690	DISBURSEMENTS-MISC	.00	.00	.00	.00	.00	429.28	(429.28)	+++	.00
<i>Other Services and Charges Totals</i>		\$14,200.00	\$0.00	\$14,200.00	(\$1,158.65)	\$0.00	\$4,228.87	\$9,971.13	30%	\$9,290.79
<i>Capital Outlay</i>										
730	MACHINERY & EQUIP	19,500.00	.00	19,500.00	.00	.00	7,884.83	11,615.17	40	22,571.52
<i>Capital Outlay Totals</i>		\$19,500.00	\$0.00	\$19,500.00	\$0.00	\$0.00	\$7,884.83	\$11,615.17	40%	\$22,571.52
Department 020 - EXECUTIVE Totals		\$341,770.00	\$0.00	\$341,770.00	\$21,394.47	\$0.00	\$173,475.82	\$168,294.18	51%	\$386,275.88

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
EXPENSE										
Department 025 - MEDIA & CONTENT										
<i>Personal Services</i>										
410	SALARIES ADM	77,250.00	.00	77,250.00	5,942.30	.00	38,624.95	38,625.05	50	.00
460	RETIREMENT	14,600.00	.00	14,600.00	1,093.38	.00	7,106.97	7,493.03	49	.00
470	FICA	5,910.00	.00	5,910.00	451.35	.00	2,935.26	2,974.74	50	.00
480	HEALTH & LIFE INS.	6,200.00	.00	6,200.00	.00	.00	.00	6,200.00	0	.00
<i>Personal Services Totals</i>		\$103,960.00	\$0.00	\$103,960.00	\$7,487.03	\$0.00	\$48,667.18	\$55,292.82	47%	\$0.00
<i>Supplies</i>										
525	FUEL OIL LUBRICANTS	2,000.00	.00	2,000.00	138.26	.00	467.40	1,532.60	23	.00
555	OPERATING SUPPLIES	2,500.00	.00	2,500.00	.00	.00	67.96	2,432.04	3	.00
570	MOTOR VEHICLE MAINT	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	.00
575	OTHER MAINT REPAIR	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	.00
585	DUES REG FEES SUBSCRIPTIONS	6,000.00	.00	6,000.00	259.00	.00	3,779.92	2,220.08	63	.00
<i>Supplies Totals</i>		\$14,500.00	\$0.00	\$14,500.00	\$397.26	\$0.00	\$4,315.28	\$10,184.72	30%	\$0.00
<i>Other Services and Charges</i>										
600	PROFESSIONAL SERVICES	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	.00
610	TRAVEL	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	.00
615	ADVERTISING	4,000.00	.00	4,000.00	.00	.00	390.02	3,609.98	10	.00
690	DISBURSEMENTS-MISC	1,000.00	.00	1,000.00	.00	.00	9.65	990.35	1	.00
<i>Other Services and Charges Totals</i>		\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$399.67	\$9,600.33	4%	\$0.00
<i>Capital Outlay</i>										
730	MACHINERY & EQUIP	17,800.00	.00	17,800.00	.00	.00	1,766.15	16,033.85	10	.00
740	VEHICLES	37,000.00	.00	37,000.00	.00	.00	25,410.00	11,590.00	69	.00
<i>Capital Outlay Totals</i>		\$54,800.00	\$0.00	\$54,800.00	\$0.00	\$0.00	\$27,176.15	\$27,623.85	50%	\$0.00
Department 025 - MEDIA & CONTENT Totals		\$183,260.00	\$0.00	\$183,260.00	\$7,884.29	\$0.00	\$80,558.28	\$102,701.72	44%	\$0.00

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
EXPENSE										
	Department 030 - ELECTIONS									
	Supplies									
555	OPERATING SUPPLIES	.00	.00	.00	.00	.00	.00	.00	+++	585.19
	Supplies Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$585.19
	Other Services and Charges									
600	PROFESSIONAL SERVICES	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	12,304.20
	Other Services and Charges Totals	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0%	\$12,304.20
	Department 030 - ELECTIONS Totals	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0%	\$12,889.39

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
EXPENSE										
Department 040 - FINANCIAL ADMINISTRATION										
<i>Personal Services</i>										
410	SALARIES ADM	240,572.00	.00	240,572.00	13,461.54	.00	134,392.65	106,179.35	56	113,064.56
420	SALARIES NON ADM	451,000.00	.00	451,000.00	28,987.57	.00	211,283.70	239,716.30	47	362,073.94
440	SALARIES HOURLY	30,000.00	.00	30,000.00	.00	.00	.00	30,000.00	0	.00
450	OVERTIME	.00	.00	.00	10,099.78	.00	10,099.78	(10,099.78)	+++	.00
460	RETIREMENT	131,408.00	.00	131,408.00	9,483.22	.00	65,277.11	66,130.89	50	86,183.35
470	FICA	55,484.00	.00	55,484.00	3,947.53	.00	26,601.89	28,882.11	48	34,543.60
480	HEALTH & LIFE INS.	49,600.00	.00	49,600.00	.00	.00	.00	49,600.00	0	38,276.28
495	LONGEVITY PAY PLAN	3,708.00	.00	3,708.00	.00	.00	.00	3,708.00	0	3,213.60
<i>Personal Services Totals</i>		\$961,772.00	\$0.00	\$961,772.00	\$65,979.64	\$0.00	\$447,655.13	\$514,116.87	47%	\$637,355.33
<i>Supplies</i>										
500	OFFICE SUPPLIES	.00	.00	.00	.00	.00	.00	.00	+++	254.49
535	CLOTHING	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	.00
555	OPERATING SUPPLIES	19,000.00	.00	19,000.00	2,109.76	.00	15,431.95	3,568.05	81	15,455.93
575	OTHER MAINT REPAIR	.00	.00	.00	.00	.00	.00	.00	+++	210.00
580	SERVICE MAINT CONTRACTS	28,000.00	.00	28,000.00	43.64	.00	4,471.37	23,528.63	16	6,158.26
585	DUES REG FEES SUBSCRIPTIONS	100,000.00	.00	100,000.00	18,980.20	.00	37,747.24	62,252.76	38	113,802.59
<i>Supplies Totals</i>		\$152,000.00	\$0.00	\$152,000.00	\$21,133.60	\$0.00	\$57,650.56	\$94,349.44	38%	\$135,881.27
<i>Other Services and Charges</i>										
600	PROFESSIONAL SERVICES	135,000.00	.00	135,000.00	.00	.00	6,161.51	128,838.49	5	100,014.75
605	COMMUNICATIONS	30,000.00	.00	30,000.00	34.48	.00	4,550.81	25,449.19	15	31,026.29
610	TRAVEL	12,000.00	.00	12,000.00	837.00	.00	12,001.28	(1.28)	100	12,444.31
615	ADVERTISING	15,000.00	.00	15,000.00	38.40	.00	4,966.00	10,034.00	33	20,406.61
645	SUPPORT AND CONTRIBUTIONS	13,950.00	.00	13,950.00	1,200.00	.00	8,200.00	5,750.00	59	17,500.00
687	BANK SERVICE CHARGES	5,000.00	.00	5,000.00	.00	.00	30.00	4,970.00	1	655.51
690	DISBURSEMENTS-MISC	2,000.00	.00	2,000.00	69.98	.00	199.98	1,800.02	10	1,014.79
<i>Other Services and Charges Totals</i>		\$212,950.00	\$0.00	\$212,950.00	\$2,179.86	\$0.00	\$36,109.58	\$176,840.42	17%	\$183,062.26
<i>Capital Outlay</i>										
730	MACHINERY & EQUIP	10,000.00	.00	10,000.00	.00	.00	6,957.61	3,042.39	70	4,347.63
<i>Capital Outlay Totals</i>		\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$6,957.61	\$3,042.39	70%	\$4,347.63
Department 040 - FINANCIAL ADMINISTRATION Totals		\$1,336,722.00	\$0.00	\$1,336,722.00	\$89,293.10	\$0.00	\$548,372.88	\$788,349.12	41%	\$960,646.49

Budget Performance Report

Fiscal Year to Date 04/30/26

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
EXPENSE										
Department 045 - HUMAN RESOURCES										
<i>Personal Services</i>										
410	SALARIES ADM	128,750.00	.00	128,750.00	9,903.84	.00	74,278.80	54,471.20	58	124,999.94
420	SALARIES NON ADM	204,979.00	.00	204,979.00	15,767.66	.00	118,257.45	86,721.55	58	155,471.85
460	RETIREMENT	63,075.00	.00	63,075.00	4,723.56	.00	35,426.70	27,648.30	56	50,551.46
470	FICA	25,530.00	.00	25,530.00	1,803.01	.00	13,639.95	11,890.05	53	20,282.76
480	HEALTH & LIFE INS.	24,800.00	.00	24,800.00	.00	.00	.00	24,800.00	0	19,543.40
<i>Personal Services Totals</i>		\$447,134.00	\$0.00	\$447,134.00	\$32,198.07	\$0.00	\$241,602.90	\$205,531.10	54%	\$370,849.41
<i>Supplies</i>										
500	OFFICE SUPPLIES	4,800.00	.00	4,800.00	119.50	.00	396.64	4,403.36	8	2,507.56
555	OPERATING SUPPLIES	6,600.00	.00	6,600.00	152.47	.00	5,155.45	1,444.55	78	4,153.20
575	OTHER MAINT REPAIR	.00	.00	.00	.00	.00	14,655.00	(14,655.00)	+++	.00
580	SERVICE MAINT CONTRACTS	56,100.00	.00	56,100.00	10,770.54	.00	19,405.34	36,694.66	35	20,144.47
585	DUES REG FEES SUBSCRIPTIONS	2,600.00	.00	2,600.00	415.63	.00	1,067.95	1,532.05	41	849.13
<i>Supplies Totals</i>		\$70,100.00	\$0.00	\$70,100.00	\$11,458.14	\$0.00	\$40,680.38	\$29,419.62	58%	\$27,654.36
<i>Other Services and Charges</i>										
600	PROFESSIONAL SERVICES	100,000.00	.00	100,000.00	.00	.00	52,769.58	47,230.42	53	106,722.59
601	TRAINING	42,000.00	.00	42,000.00	212.39	.00	8,445.45	33,554.55	20	12,757.78
610	TRAVEL	8,000.00	.00	8,000.00	1,074.96	.00	2,965.73	5,034.27	37	4,792.52
615	ADVERTISING	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	459.82
690	DISBURSEMENTS-MISC	10,000.00	.00	10,000.00	1,944.00	.00	4,160.91	5,839.09	42	.00
<i>Other Services and Charges Totals</i>		\$161,000.00	\$0.00	\$161,000.00	\$3,231.35	\$0.00	\$68,341.67	\$92,658.33	42%	\$124,732.71
<i>Capital Outlay</i>										
730	MACHINERY & EQUIP	15,000.00	.00	15,000.00	.00	.00	.00	15,000.00	0	8,423.50
<i>Capital Outlay Totals</i>		\$15,000.00	\$0.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	0%	\$8,423.50
Department 045 - HUMAN RESOURCES Totals		\$693,234.00	\$0.00	\$693,234.00	\$46,887.56	\$0.00	\$350,624.95	\$342,609.05	51%	\$531,659.98

Budget Performance Report

Fiscal Year to Date 04/30/26
Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
EXPENSE										
Department 060 - LAW										
Other Services and Charges										
600	PROFESSIONAL SERVICES	420,000.00	.00	420,000.00	48,018.00	.00	340,993.00	79,007.00	81	308,883.85
	Other Services and Charges Totals	\$420,000.00	\$0.00	\$420,000.00	\$48,018.00	\$0.00	\$340,993.00	\$79,007.00	81%	\$308,883.85
	Department 060 - LAW Totals	\$420,000.00	\$0.00	\$420,000.00	\$48,018.00	\$0.00	\$340,993.00	\$79,007.00	81%	\$308,883.85

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
EXPENSE										
Department 092 - LANDSCAPE & MAINT-ADMIN										
<i>Personal Services</i>										
410	SALARIES ADM	133,900.00	.00	133,900.00	10,360.00	.00	81,717.00	52,183.00	61	91,832.00
420	SALARIES NON ADM	1,032,601.00	.00	1,032,601.00	3,090.00	.00	56,793.16	975,807.84	6	1,057,327.91
450	OVERTIME	85,000.00	.00	85,000.00	.00	.00	.00	85,000.00	0	95,008.08
460	RETIREMENT	237,798.00	.00	237,798.00	2,463.76	.00	25,403.06	212,394.94	11	225,813.30
470	FICA	96,251.00	.00	96,251.00	1,018.77	.00	10,475.95	85,775.05	11	93,818.81
480	HEALTH & LIFE INS.	148,800.00	.00	148,800.00	.00	.00	.00	148,800.00	0	137,419.04
495	LONGEVITY PAY PLAN	4,017.00	.00	4,017.00	.00	.00	.00	4,017.00	0	4,147.37
<i>Personal Services Totals</i>		\$1,738,367.00	\$0.00	\$1,738,367.00	\$16,932.53	\$0.00	\$174,389.17	\$1,563,977.83	10%	\$1,705,366.51
<i>Supplies</i>										
525	FUEL OIL LUBRICANTS	75,000.00	.00	75,000.00	750.44	.00	2,839.45	72,160.55	4	49,945.44
535	CLOTHING	20,000.00	.00	20,000.00	.00	.00	.00	20,000.00	0	22,650.38
545	HOUSEHOLD & INST SUPP	30,000.00	.00	30,000.00	.00	.00	.00	30,000.00	0	31,195.80
555	OPERATING SUPPLIES	71,000.00	.00	71,000.00	302.02	.00	542.23	70,457.77	1	67,629.37
570	MOTOR VEHICLE MAINT	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	36.75
575	OTHER MAINT REPAIR	396,759.00	.00	396,759.00	8,057.63	.00	41,753.77	355,005.23	11	175,414.76
580	SERVICE MAINT CONTRACTS	100,000.00	.00	100,000.00	2,193.00	.00	2,193.00	97,807.00	2	120,250.45
<i>Supplies Totals</i>		\$702,759.00	\$0.00	\$702,759.00	\$11,303.09	\$0.00	\$47,328.45	\$655,430.55	7%	\$467,122.95
<i>Other Services and Charges</i>										
605	COMMUNICATIONS	1,600.00	.00	1,600.00	53.73	.00	320.19	1,279.81	20	1,225.00
610	TRAVEL	3,500.00	.00	3,500.00	.00	.00	1,197.00	2,303.00	34	2,115.25
630	UTILITIES	10,700.00	.00	10,700.00	1,224.46	.00	20,276.94	(9,576.94)	190	12,609.41
640	RENTALS	2,880.00	.00	2,880.00	.00	.00	.00	2,880.00	0	.00
<i>Other Services and Charges Totals</i>		\$18,680.00	\$0.00	\$18,680.00	\$1,278.19	\$0.00	\$21,794.13	(\$3,114.13)	117%	\$15,949.66
<i>Capital Outlay</i>										
720	CAPITAL OUTLAY	28,000.00	.00	28,000.00	.00	.00	.00	28,000.00	0	.00
730	MACHINERY & EQUIP	56,555.00	.00	56,555.00	.00	.00	689.06	55,865.94	1	156,464.70
740	VEHICLES	165,000.00	.00	165,000.00	.00	.00	.00	165,000.00	0	100,207.98
<i>Capital Outlay Totals</i>		\$249,555.00	\$0.00	\$249,555.00	\$0.00	\$0.00	\$689.06	\$248,865.94	0%	\$256,672.68
Department 092 - LANDSCAPE & MAINT-ADMIN Totals		\$2,709,361.00	\$0.00	\$2,709,361.00	\$29,513.81	\$0.00	\$244,200.81	\$2,465,160.19	9%	\$2,445,111.80

Budget Performance Report

Fiscal Year to Date 04/30/26

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
EXPENSE										
Department 093 - GENERAL GOVERNMENT										
<i>Personal Services</i>										
410	SALARIES ADM	154,500.00	.00	154,500.00	11,884.62	.00	89,134.65	65,365.35	58	233,352.38
420	SALARIES NON ADM	598,656.00	.00	598,656.00	47,484.33	.00	339,662.11	258,993.89	57	531,506.98
450	OVERTIME	7,500.00	.00	7,500.00	132.86	.00	2,736.49	4,763.51	36	5,509.98
460	RETIREMENT	144,390.00	.00	144,390.00	10,948.35	.00	79,402.11	64,987.89	55	138,650.47
470	FICA	58,443.00	.00	58,443.00	4,396.89	.00	32,000.85	26,442.15	55	53,556.74
480	HEALTH & LIFE INS.	92,400.00	.00	92,400.00	.00	.00	.00	92,400.00	0	70,792.82
491	WORKMANS COMP	443,422.00	.00	443,422.00	.00	.00	325,901.49	117,520.51	73	404,255.54
495	LONGEVITY PAY PLAN	3,412.00	.00	3,412.00	.00	.00	.00	3,412.00	0	8,913.68
<i>Personal Services Totals</i>		\$1,502,723.00	\$0.00	\$1,502,723.00	\$74,847.05	\$0.00	\$868,837.70	\$633,885.30	58%	\$1,446,538.59
<i>Supplies</i>										
500	OFFICE SUPPLIES	3,000.00	.00	3,000.00	32.00	.00	207.96	2,792.04	7	527.03
525	FUEL OIL LUBRICANTS	2,500.00	.00	2,500.00	251.38	.00	1,278.09	1,221.91	51	1,829.89
535	CLOTHING	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	.00
555	OPERATING SUPPLIES	15,000.00	.00	15,000.00	4,519.69	.00	42,391.66	(27,391.66)	283	13,667.26
575	OTHER MAINT REPAIR	10,500.00	.00	10,500.00	309.78	.00	1,175.92	9,324.08	11	3,139.95
585	DUES REG FEES SUBSCRIPTIONS	180,268.00	.00	180,268.00	51,944.15	.00	183,634.63	(3,366.63)	102	159,960.67
<i>Supplies Totals</i>		\$212,268.00	\$0.00	\$212,268.00	\$57,057.00	\$0.00	\$228,688.26	(\$16,420.26)	108%	\$179,124.80
<i>Other Services and Charges</i>										
600	PROFESSIONAL SERVICES	151,200.00	.00	151,200.00	3,200.00	.00	23,552.10	127,647.90	16	18,474.10
603	MED PROFESSIONAL SVCS	10,000.00	.00	10,000.00	.00	.00	1,770.00	8,230.00	18	4,662.00
605	COMMUNICATIONS	290,000.00	.00	290,000.00	32,399.40	.00	349,156.40	(59,156.40)	120	431,561.99
610	TRAVEL	25,000.00	.00	25,000.00	.00	.00	6,729.45	18,270.55	27	15,882.66
615	ADVERTISING	1,000.00	.00	1,000.00	109.84	.00	219.00	781.00	22	642.62
625	INSURANCE	585,842.00	.00	585,842.00	.00	.00	563,846.63	21,995.37	96	590,551.20
630	UTILITIES	150,000.00	.00	150,000.00	2,722.10	.00	46,292.15	103,707.85	31	118,643.31
640	RENTALS	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	3,860.00
645	SUPPORT AND CONTRIBUTIONS	728,649.00	.00	728,649.00	.00	.00	302,052.30	426,596.70	41	742,245.48
690	DISBURSEMENTS-MISC	15,000.00	.00	15,000.00	.00	.00	632.94	14,367.06	4	1,754.23
<i>Other Services and Charges Totals</i>		\$1,961,691.00	\$0.00	\$1,961,691.00	\$38,431.34	\$0.00	\$1,294,250.97	\$667,440.03	66%	\$1,928,277.59
<i>Capital Outlay</i>										
700	ENGINEERING	342,344.00	.00	342,344.00	5,464.35	.00	20,277.71	322,066.29	6	82,587.73
720	CAPITAL OUTLAY	610,000.00	.00	610,000.00	.00	.00	101,737.87	508,262.13	17	865,909.19
730	MACHINERY & EQUIP	196,800.00	.00	196,800.00	1,655.29	.00	151,956.82	44,843.18	77	36,141.05
740	VEHICLES	50,000.00	.00	50,000.00	.00	.00	40,170.00	9,830.00	80	.00
<i>Capital Outlay Totals</i>		\$1,199,144.00	\$0.00	\$1,199,144.00	\$7,119.64	\$0.00	\$314,142.40	\$885,001.60	26%	\$984,637.97
<i>Debt Service</i>										
850	DEBT RETIREMENT	148,589.00	.00	148,589.00	.00	.00	147,467.50	1,121.50	99	151,131.25
<i>Debt Service Totals</i>		\$148,589.00	\$0.00	\$148,589.00	\$0.00	\$0.00	\$147,467.50	\$1,121.50	99%	\$151,131.25

Budget Performance Report

Fiscal Year to Date 04/30/26
Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
EXPENSE										
Department	093 - GENERAL GOVERNMENT Totals	\$5,024,415.00	\$0.00	\$5,024,415.00	\$177,455.03	\$0.00	\$2,853,386.83	\$2,171,028.17	57%	\$4,689,710.20

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
EXPENSE										
Department 094 - COMMUNITY PROMOTIONS										
Supplies										
585	DUES REG FEES SUBSCRIPTIONS	75,000.00	.00	75,000.00	.00	.00	57,015.29	17,984.71	76	57,206.40
Supplies Totals		\$75,000.00	\$0.00	\$75,000.00	\$0.00	\$0.00	\$57,015.29	\$17,984.71	76%	\$57,206.40
Other Services and Charges										
650	PROMOTIONS	100,000.00	.00	100,000.00	82.89	.00	15,942.55	84,057.45	16	58,389.75
660	OSD - CHILDHOOD LITERACY	25,000.00	.00	25,000.00	25,000.00	.00	25,000.00	.00	100	25,000.00
661	CHAMBER OF COMM. - FIREWORKS	15,000.00	.00	15,000.00	.00	.00	.00	15,000.00	0	10,000.00
662	LAF. CO. SOIL AND WATER CONS. DIST.	.00	.00	.00	.00	.00	.00	.00	+++	15,000.00
663	BOYS & GIRLS CLUB	25,000.00	.00	25,000.00	.00	.00	25,000.00	.00	100	25,000.00
664	FAMILY CRISIS SERVICES	30,000.00	.00	30,000.00	.00	.00	30,000.00	.00	100	25,000.00
665	JUNETEENTH	4,000.00	.00	4,000.00	.00	.00	.00	4,000.00	0	4,000.00
668	INTERFAITH COMPASSION MINISTRY	25,000.00	.00	25,000.00	.00	.00	25,000.00	.00	100	15,000.00
669	LAFAYETTE COUNTY CASA	.00	.00	.00	.00	.00	.00	.00	+++	25,400.00
670	OXFORD COMMUNITY MARKET	8,000.00	.00	8,000.00	.00	.00	8,000.00	.00	100	5,000.00
672	OXFORD-LAFAYETTE COUNTY LIBRARY	393,151.00	.00	393,151.00	32,762.59	.00	229,338.05	163,812.95	58	393,151.00
Other Services and Charges Totals		\$625,151.00	\$0.00	\$625,151.00	\$57,845.48	\$0.00	\$358,280.60	\$266,870.40	57%	\$600,940.75
Department 094 - COMMUNITY PROMOTIONS Totals		\$700,151.00	\$0.00	\$700,151.00	\$57,845.48	\$0.00	\$415,295.89	\$284,855.11	59%	\$658,147.15

Budget Performance Report

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
EXPENSE										
Department 096 - FACILITIES MAINTENANCE										
<i>Personal Services</i>										
410	SALARIES ADM	87,550.00	.00	87,550.00	6,734.62	.00	50,509.65	37,040.35	58	.00
420	SALARIES NON ADM	.00	.00	.00	46,506.04	.00	275,321.87	(275,321.87)	+++	.00
450	OVERTIME	.00	.00	.00	5,875.26	.00	58,346.54	(58,346.54)	+++	.00
460	RETIREMENT	16,547.00	.00	16,547.00	10,877.35	.00	70,688.85	(54,141.85)	427	.00
470	FICA	6,698.00	.00	6,698.00	4,412.42	.00	28,700.48	(22,002.48)	428	.00
480	HEALTH & LIFE INS.	6,200.00	.00	6,200.00	.00	.00	.00	6,200.00	0	.00
<i>Personal Services Totals</i>		\$116,995.00	\$0.00	\$116,995.00	\$74,405.69	\$0.00	\$483,567.39	(\$366,572.39)	413%	\$0.00
<i>Supplies</i>										
525	FUEL OIL LUBRICANTS	.00	.00	.00	2,609.03	.00	9,763.04	(9,763.04)	+++	.00
535	CLOTHING	.00	.00	.00	1,108.29	.00	6,681.29	(6,681.29)	+++	.00
545	HOUSEHOLD & INST SUPP	.00	.00	.00	863.78	.00	10,184.79	(10,184.79)	+++	.00
555	OPERATING SUPPLIES	.00	.00	.00	3,538.77	.00	5,357.25	(5,357.25)	+++	.00
570	MOTOR VEHICLE MAINT	.00	.00	.00	1,599.00	.00	2,488.00	(2,488.00)	+++	.00
575	OTHER MAINT REPAIR	.00	.00	.00	10,841.12	.00	76,387.49	(76,387.49)	+++	.00
580	SERVICE MAINT CONTRACTS	.00	.00	.00	.00	.00	82,104.00	(82,104.00)	+++	.00
<i>Supplies Totals</i>		\$0.00	\$0.00	\$0.00	\$20,559.99	\$0.00	\$192,965.86	(\$192,965.86)	+++	\$0.00
<i>Other Services and Charges</i>										
600	PROFESSIONAL SERVICES	.00	.00	.00	.00	.00	4,984.20	(4,984.20)	+++	.00
605	COMMUNICATIONS	.00	.00	.00	53.73	.00	260.66	(260.66)	+++	.00
610	TRAVEL	.00	.00	.00	.00	.00	621.91	(621.91)	+++	.00
<i>Other Services and Charges Totals</i>		\$0.00	\$0.00	\$0.00	\$53.73	\$0.00	\$5,866.77	(\$5,866.77)	+++	\$0.00
<i>Capital Outlay</i>										
730	MACHINERY & EQUIP	.00	.00	.00	504.99	.00	2,532.44	(2,532.44)	+++	.00
740	VEHICLES	.00	.00	.00	2,898.99	.00	101,785.99	(101,785.99)	+++	.00
<i>Capital Outlay Totals</i>		\$0.00	\$0.00	\$0.00	\$3,403.98	\$0.00	\$104,318.43	(\$104,318.43)	+++	\$0.00
Department 096 - FACILITIES MAINTENANCE Totals		\$116,995.00	\$0.00	\$116,995.00	\$98,423.39	\$0.00	\$786,718.45	(\$669,723.45)	672%	\$0.00

Budget Performance Report

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
EXPENSE										
Department 097 - LANDSCAPING										
<i>Personal Services</i>										
410	SALARIES ADM	66,950.00	.00	66,950.00	5,150.00	.00	38,625.00	28,325.00	58	.00
420	SALARIES NON ADM	120,510.00	.00	120,510.00	52,494.17	.00	366,394.60	(245,884.60)	304	.00
450	OVERTIME	.00	.00	.00	2,218.80	.00	19,536.30	(19,536.30)	+++	.00
460	RETIREMENT	35,430.00	.00	35,430.00	11,014.79	.00	78,118.27	(42,688.27)	220	.00
470	FICA	14,341.00	.00	14,341.00	4,443.33	.00	31,597.10	(17,256.10)	220	.00
480	HEALTH & LIFE INS.	24,800.00	.00	24,800.00	.00	.00	.00	24,800.00	0	.00
<i>Personal Services Totals</i>		\$262,031.00	\$0.00	\$262,031.00	\$75,321.09	\$0.00	\$534,271.27	(\$272,240.27)	204%	\$0.00
<i>Supplies</i>										
525	FUEL OIL LUBRICANTS	.00	.00	.00	6,404.17	.00	17,241.80	(17,241.80)	+++	.00
535	CLOTHING	.00	.00	.00	.00	.00	12,690.02	(12,690.02)	+++	.00
555	OPERATING SUPPLIES	.00	.00	.00	103.28	.00	13,580.19	(13,580.19)	+++	.00
575	OTHER MAINT REPAIR	.00	.00	.00	2,322.88	.00	16,896.87	(16,896.87)	+++	.00
<i>Supplies Totals</i>		\$0.00	\$0.00	\$0.00	\$8,830.33	\$0.00	\$60,408.88	(\$60,408.88)	+++	\$0.00
<i>Other Services and Charges</i>										
600	PROFESSIONAL SERVICES	.00	.00	.00	4,695.00	.00	29,012.08	(29,012.08)	+++	.00
605	COMMUNICATIONS	.00	.00	.00	49.33	.00	287.87	(287.87)	+++	.00
630	UTILITIES	.00	.00	.00	7.10	.00	778.58	(778.58)	+++	.00
<i>Other Services and Charges Totals</i>		\$0.00	\$0.00	\$0.00	\$4,751.43	\$0.00	\$30,078.53	(\$30,078.53)	+++	\$0.00
<i>Capital Outlay</i>										
730	MACHINERY & EQUIP	.00	.00	.00	28,188.00	.00	31,483.40	(31,483.40)	+++	.00
740	VEHICLES	.00	.00	.00	4,131.99	.00	50,118.99	(50,118.99)	+++	.00
<i>Capital Outlay Totals</i>		\$0.00	\$0.00	\$0.00	\$32,319.99	\$0.00	\$81,602.39	(\$81,602.39)	+++	\$0.00
Department 097 - LANDSCAPING Totals		\$262,031.00	\$0.00	\$262,031.00	\$121,222.84	\$0.00	\$706,361.07	(\$444,330.07)	270%	\$0.00

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
EXPENSE										
Department 100 - POLICE DEPARTMENT										
<i>Personal Services</i>										
410	SALARIES ADM	139,050.00	.00	139,050.00	10,696.16	.00	84,392.70	54,657.30	61	124,999.94
420	SALARIES NON ADM	7,606,532.00	.00	7,606,532.00	568,736.62	.00	4,182,718.59	3,423,813.41	55	6,601,639.38
425	POLICE DEPT OVERTIME	550,000.00	.00	550,000.00	64,509.35	.00	667,656.33	(117,656.33)	121	566,383.27
440	SALARIES HOURLY	40,000.00	.00	40,000.00	2,886.20	.00	29,648.54	10,351.46	74	39,754.50
460	RETIREMENT	1,592,671.00	.00	1,592,671.00	120,522.49	.00	926,596.76	666,074.24	58	1,348,044.69
470	FICA	647,712.00	.00	647,712.00	49,016.19	.00	376,186.72	271,525.28	58	558,137.81
480	HEALTH & LIFE INS.	787,400.00	.00	787,400.00	.00	.00	.00	787,400.00	0	584,544.77
495	LONGEVITY PAY PLAN	9,356.00	.00	9,356.00	.00	.00	.00	9,356.00	0	10,599.74
<i>Personal Services Totals</i>		\$11,372,721.00	\$0.00	\$11,372,721.00	\$816,367.01	\$0.00	\$6,267,199.64	\$5,105,521.36	55%	\$9,834,104.10
<i>Supplies</i>										
520	PRISONER CARE	300,000.00	.00	300,000.00	25,191.77	.00	109,872.71	190,127.29	37	74,174.26
525	FUEL OIL LUBRICANTS	260,000.00	.00	260,000.00	41,057.24	.00	157,256.96	102,743.04	60	250,793.55
535	CLOTHING	101,489.00	.00	101,489.00	8,531.98	.00	34,775.24	66,713.76	34	37,604.10
555	OPERATING SUPPLIES	67,000.00	.00	67,000.00	9,886.18	.00	44,211.03	22,788.97	66	110,246.97
558	OPD MOUNTED PATROL SUPPLIES	35,800.00	.00	35,800.00	1,923.96	.00	22,203.82	13,596.18	62	34,057.35
559	OPD K-9 SUPPLIES	26,160.00	.00	26,160.00	1,805.20	.00	6,771.30	19,388.70	26	5,699.20
575	OTHER MAINT REPAIR	70,000.00	.00	70,000.00	8,550.39	.00	41,263.83	28,736.17	59	29,701.83
580	SERVICE MAINT CONTRACTS	26,560.00	.00	26,560.00	15,000.00	.00	15,000.00	11,560.00	56	1,722.77
585	DUES REG FEES SUBSCRIPTIONS	.00	.00	.00	140.00	.00	5,016.10	(5,016.10)	+++	31,116.12
<i>Supplies Totals</i>		\$887,009.00	\$0.00	\$887,009.00	\$112,086.72	\$0.00	\$436,370.99	\$450,638.01	49%	\$575,116.15
<i>Other Services and Charges</i>										
600	PROFESSIONAL SERVICES	58,107.00	.00	58,107.00	4.48	.00	60,146.66	(2,039.66)	104	57,676.00
601	TRAINING	182,000.00	.00	182,000.00	38,683.36	.00	127,867.92	54,132.08	70	178,937.42
605	COMMUNICATIONS	81,930.00	.00	81,930.00	2,539.63	.00	20,514.80	61,415.20	25	49,089.94
610	TRAVEL	21,500.00	.00	21,500.00	3,032.10	.00	13,373.52	8,126.48	62	23,123.11
615	ADVERTISING	2,000.00	.00	2,000.00	.00	.00	383.88	1,616.12	19	2,369.32
625	INSURANCE	18,000.00	.00	18,000.00	.00	.00	.00	18,000.00	0	3,710.00
630	UTILITIES	75,000.00	.00	75,000.00	2,686.07	.00	42,933.99	32,066.01	57	92,524.17
640	RENTALS	557,500.00	.00	557,500.00	2,500.00	.00	210,333.92	347,166.08	38	305,023.07
645	SUPPORT AND CONTRIBUTIONS	4,150.00	.00	4,150.00	.00	.00	75.90	4,074.10	2	.00
690	DISBURSEMENTS-MISC	2,000.00	.00	2,000.00	60.12	.00	407.50	1,592.50	20	985.15
691	INFORMATION & BUY MON	500.00	.00	500.00	.00	.00	.00	500.00	0	.00
692	ID BUREAU	34,800.00	.00	34,800.00	444.50	.00	16,583.80	18,216.20	48	12,074.00
699	MATCH GRANT-ANTI DRUG	175,000.00	.00	175,000.00	.00	.00	175,000.00	.00	100	175,000.00
<i>Other Services and Charges Totals</i>		\$1,212,487.00	\$0.00	\$1,212,487.00	\$49,950.26	\$0.00	\$667,621.89	\$544,865.11	55%	\$900,512.18
<i>Capital Outlay</i>										
720	CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00	.00	+++	218,057.81
730	MACHINERY & EQUIP	599,178.00	.00	599,178.00	12,844.08	.00	383,579.08	215,598.92	64	1,097,756.64

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
EXPENSE										
Department 100 - POLICE DEPARTMENT										
Capital Outlay										
740	VEHICLES	647,100.00	.00	647,100.00	21,027.50	.00	163,158.00	483,942.00	25	458,573.00
Capital Outlay Totals		\$1,246,278.00	\$0.00	\$1,246,278.00	\$33,871.58	\$0.00	\$546,737.08	\$699,540.92	44%	\$1,774,387.45
Department 100 - POLICE DEPARTMENT Totals		\$14,718,495.00	\$0.00	\$14,718,495.00	\$1,012,275.57	\$0.00	\$7,917,929.60	\$6,800,565.40	54%	\$13,084,119.88

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
EXPENSE										
Department 160 - FIRE DEPARTMENT										
<i>Personal Services</i>										
410	SALARIES ADM	128,750.00	.00	128,750.00	9,903.84	.00	78,141.30	50,608.70	61	104,489.84
420	SALARIES NON ADM	5,086,909.00	.00	5,086,909.00	395,195.92	.00	3,082,724.54	2,004,184.46	61	4,916,533.86
440	SALARIES HOURLY	20,000.00	.00	20,000.00	.00	.00	3,680.00	16,320.00	18	8,665.00
450	OVERTIME	225,152.00	.00	225,152.00	17,123.98	.00	129,018.02	96,133.98	57	204,361.91
460	RETIREMENT	1,029,590.00	.00	1,029,590.00	77,689.22	.00	606,015.88	423,574.12	59	945,964.19
470	FICA	418,269.00	.00	418,269.00	30,829.29	.00	241,632.24	176,636.76	58	385,933.85
480	HEALTH & LIFE INS.	502,200.00	.00	502,200.00	.00	.00	.00	502,200.00	0	408,940.31
495	LONGEVITY PAY PLAN	14,681.00	.00	14,681.00	.00	.00	.00	14,681.00	0	16,695.67
<i>Personal Services Totals</i>		\$7,425,551.00	\$0.00	\$7,425,551.00	\$530,742.25	\$0.00	\$4,141,211.98	\$3,284,339.02	56%	\$6,991,584.63
<i>Supplies</i>										
500	OFFICE SUPPLIES	3,500.00	.00	3,500.00	26.99	.00	785.82	2,714.18	22	1,641.13
525	FUEL OIL LUBRICANTS	65,000.00	.00	65,000.00	9,563.33	.00	35,551.02	29,448.98	55	56,869.89
535	CLOTHING	73,757.00	.00	73,757.00	10,590.27	.00	25,976.53	47,780.47	35	68,150.54
540	CLEANING & SANT. SUPP	.00	.00	.00	.00	.00	.00	.00	+++	9,159.23
555	OPERATING SUPPLIES	59,632.00	.00	59,632.00	1,811.07	.00	21,067.22	38,564.78	35	38,961.92
556	EMS SUPPLIES	50,600.00	.00	50,600.00	2,253.72	.00	23,252.81	27,347.19	46	39,620.13
570	MOTOR VEHICLE MAINT	25,000.00	.00	25,000.00	4,037.50	.00	9,051.47	15,948.53	36	22,041.30
575	OTHER MAINT REPAIR	50,000.00	.00	50,000.00	2,461.58	.00	12,736.38	37,263.62	25	70,163.00
580	SERVICE MAINT CONTRACTS	32,000.00	.00	32,000.00	6,879.71	.00	17,136.96	14,863.04	54	30,724.62
585	DUES REG FEES SUBSCRIPTIONS	5,000.00	.00	5,000.00	.00	.00	2,716.31	2,283.69	54	4,148.19
<i>Supplies Totals</i>		\$364,489.00	\$0.00	\$364,489.00	\$37,624.17	\$0.00	\$148,274.52	\$216,214.48	41%	\$341,479.95
<i>Other Services and Charges</i>										
601	TRAINING	72,190.00	.00	72,190.00	12,085.13	.00	32,454.30	39,735.70	45	71,944.96
605	COMMUNICATIONS	6,500.00	.00	6,500.00	384.19	.00	1,669.53	4,830.47	26	4,003.70
610	TRAVEL	17,000.00	.00	17,000.00	908.78	.00	10,518.34	6,481.66	62	16,324.54
630	UTILITIES	66,000.00	.00	66,000.00	3,897.98	.00	33,758.68	32,241.32	51	71,205.99
645	SUPPORT AND CONTRIBUTIONS	13,000.00	.00	13,000.00	.00	.00	2,721.93	10,278.07	21	9,830.74
690	DISBURSEMENTS-MISC	2,500.00	.00	2,500.00	.00	.00	20.70	2,479.30	1	367.80
<i>Other Services and Charges Totals</i>		\$177,190.00	\$0.00	\$177,190.00	\$17,276.08	\$0.00	\$81,143.48	\$96,046.52	46%	\$173,677.73
<i>Capital Outlay</i>										
730	MACHINERY & EQUIP	41,905.00	.00	41,905.00	749.99	.00	33,125.57	8,779.43	79	75,845.45
740	VEHICLES	1,128,716.00	.00	1,128,716.00	11,396.00	.00	229,112.00	899,604.00	20	.00
<i>Capital Outlay Totals</i>		\$1,170,621.00	\$0.00	\$1,170,621.00	\$12,145.99	\$0.00	\$262,237.57	\$908,383.43	22%	\$75,845.45
<i>Debt Service</i>										
850	DEBT RETIREMENT	174,245.00	.00	174,245.00	14,520.39	.00	101,642.73	72,602.27	58	390,295.34
<i>Debt Service Totals</i>		\$174,245.00	\$0.00	\$174,245.00	\$14,520.39	\$0.00	\$101,642.73	\$72,602.27	58%	\$390,295.34
Department 160 - FIRE DEPARTMENT Totals		\$9,312,096.00	\$0.00	\$9,312,096.00	\$612,308.88	\$0.00	\$4,734,510.28	\$4,577,585.72	51%	\$7,972,883.10

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
EXPENSE										
Department 190 - EMERGENCY MANAGEMENT										
<i>Personal Services</i>										
410	SALARIES ADM	93,784.00	.00	93,784.00	7,430.54	.00	55,729.05	38,054.95	59	91,052.00
420	SALARIES NON ADM	17,300.00	.00	17,300.00	.00	.00	.00	17,300.00	0	7,166.50
460	RETIREMENT	27,769.00	.00	27,769.00	1,367.22	.00	10,254.15	17,514.85	37	17,722.06
470	FICA	11,240.00	.00	11,240.00	565.95	.00	4,245.66	6,994.34	38	7,482.91
480	HEALTH & LIFE INS.	6,200.00	.00	6,200.00	.00	.00	.00	6,200.00	0	5,468.04
<i>Personal Services Totals</i>		\$156,293.00	\$0.00	\$156,293.00	\$9,363.71	\$0.00	\$70,228.86	\$86,064.14	45%	\$128,891.51
<i>Supplies</i>										
500	OFFICE SUPPLIES	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	.00
525	FUEL OIL LUBRICANTS	4,000.00	.00	4,000.00	222.11	.00	994.28	3,005.72	25	2,355.53
535	CLOTHING	500.00	.00	500.00	.00	.00	.00	500.00	0	.00
555	OPERATING SUPPLIES	11,000.00	.00	11,000.00	.00	.00	10,235.17	764.83	93	3,650.31
575	OTHER MAINT REPAIR	5,000.00	.00	5,000.00	.00	.00	12,639.19	(7,639.19)	253	3,093.52
580	SERVICE MAINT CONTRACTS	10,000.00	.00	10,000.00	.00	.00	1,511.00	8,489.00	15	6,043.00
<i>Supplies Totals</i>		\$32,500.00	\$0.00	\$32,500.00	\$222.11	\$0.00	\$25,379.64	\$7,120.36	78%	\$15,142.36
<i>Other Services and Charges</i>										
600	PROFESSIONAL SERVICES	15,500.00	.00	15,500.00	.00	.00	321,324.88	(305,824.88)	2073	.00
601	TRAINING	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	.00
605	COMMUNICATIONS	20,000.00	.00	20,000.00	3,067.35	.00	19,799.79	200.21	99	15,763.50
606	COMM RADIOS	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	.00
610	TRAVEL	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	.00
630	UTILITIES	15,000.00	.00	15,000.00	756.37	.00	5,701.52	9,298.48	38	10,697.01
645	SUPPORT AND CONTRIBUTIONS	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	.00
690	DISBURSEMENTS-MISC	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	145.55
<i>Other Services and Charges Totals</i>		\$68,500.00	\$0.00	\$68,500.00	\$3,823.72	\$0.00	\$346,826.19	(\$278,326.19)	506%	\$26,606.06
<i>Capital Outlay</i>										
720	CAPITAL OUTLAY	100,000.00	.00	100,000.00	.00	.00	.00	100,000.00	0	.00
730	MACHINERY & EQUIP	30,000.00	.00	30,000.00	.00	.00	56,850.40	(26,850.40)	190	293,461.34
<i>Capital Outlay Totals</i>		\$130,000.00	\$0.00	\$130,000.00	\$0.00	\$0.00	\$56,850.40	\$73,149.60	44%	\$293,461.34
Department 190 - EMERGENCY MANAGEMENT Totals		\$387,293.00	\$0.00	\$387,293.00	\$13,409.54	\$0.00	\$499,285.09	(\$111,992.09)	129%	\$464,101.27

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
EXPENSE										
Department 240 - RIGHT OF WAY MAINTENANCE										
<i>Personal Services</i>										
420	SALARIES NON ADM	146,928.00	.00	146,928.00	.00	.00	8,011.88	138,916.12	5	152,009.89
440	SALARIES HOURLY	225,000.00	.00	225,000.00	3,120.00	.00	25,509.70	199,490.30	11	215,157.58
450	OVERTIME	8,000.00	.00	8,000.00	35.48	.00	1,353.31	6,646.69	17	6,158.91
460	RETIREMENT	30,028.00	.00	30,028.00	580.61	.00	6,416.96	23,611.04	21	37,667.20
470	FICA	29,367.00	.00	29,367.00	241.37	.00	2,652.08	26,714.92	9	28,663.49
480	HEALTH & LIFE INS.	18,600.00	.00	18,600.00	.00	.00	.00	18,600.00	0	18,898.74
495	LONGEVITY PAY PLAN	3,605.00	.00	3,605.00	.00	.00	.00	3,605.00	0	3,500.97
<i>Personal Services Totals</i>		\$461,528.00	\$0.00	\$461,528.00	\$3,977.46	\$0.00	\$43,943.93	\$417,584.07	10%	\$462,056.78
<i>Supplies</i>										
525	FUEL OIL LUBRICANTS	18,000.00	.00	18,000.00	.00	.00	794.36	17,205.64	4	15,588.13
535	CLOTHING	6,000.00	.00	6,000.00	.00	.00	280.00	5,720.00	5	6,085.40
555	OPERATING SUPPLIES	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	2,869.77
575	OTHER MAINT REPAIR	2,500.00	.00	2,500.00	.00	.00	.00	2,500.00	0	213.18
<i>Supplies Totals</i>		\$29,500.00	\$0.00	\$29,500.00	\$0.00	\$0.00	\$1,074.36	\$28,425.64	4%	\$24,756.48
<i>Other Services and Charges</i>										
600	PROFESSIONAL SERVICES	285,000.00	.00	285,000.00	7,200.00	.00	66,505.31	218,494.69	23	304,775.01
<i>Other Services and Charges Totals</i>		\$285,000.00	\$0.00	\$285,000.00	\$7,200.00	\$0.00	\$66,505.31	\$218,494.69	23%	\$304,775.01
<i>Capital Outlay</i>										
730	MACHINERY & EQUIP	35,000.00	.00	35,000.00	.00	.00	.00	35,000.00	0	18,046.68
<i>Capital Outlay Totals</i>		\$35,000.00	\$0.00	\$35,000.00	\$0.00	\$0.00	\$0.00	\$35,000.00	0%	\$18,046.68
Department 240 - RIGHT OF WAY MAINTENANCE Totals		\$811,028.00	\$0.00	\$811,028.00	\$11,177.46	\$0.00	\$111,523.60	\$699,504.40	14%	\$809,634.95

Budget Performance Report

Fiscal Year to Date 04/30/26

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
EXPENSE										
Department 241 - CEMETERY MAINTENANCE										
<i>Personal Services</i>										
420	SALARIES NON ADM	.00	.00	.00	.00	.00	.00	.00	+++	22,940.32
440	SALARIES HOURLY	26,000.00	.00	26,000.00	.00	.00	.00	26,000.00	0	.00
460	RETIREMENT	.00	.00	.00	.00	.00	.00	.00	+++	4,414.30
470	FICA	1,989.00	.00	1,989.00	.00	.00	.00	1,989.00	0	1,753.93
480	HEALTH & LIFE INS.	.00	.00	.00	.00	.00	.00	.00	+++	1,935.78
495	LONGEVITY PAY PLAN	.00	.00	.00	.00	.00	.00	.00	+++	1,720.52
<i>Personal Services Totals</i>		\$27,989.00	\$0.00	\$27,989.00	\$0.00	\$0.00	\$0.00	\$27,989.00	0%	\$32,764.85
<i>Supplies</i>										
525	FUEL OIL LUBRICANTS	4,000.00	.00	4,000.00	.00	.00	717.93	3,282.07	18	3,350.17
535	CLOTHING	1,000.00	.00	1,000.00	.00	.00	280.00	720.00	28	972.98
555	OPERATING SUPPLIES	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	711.14
575	OTHER MAINT REPAIR	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	6,710.00
<i>Supplies Totals</i>		\$18,000.00	\$0.00	\$18,000.00	\$0.00	\$0.00	\$997.93	\$17,002.07	6%	\$11,744.29
<i>Other Services and Charges</i>										
600	PROFESSIONAL SERVICES	10,000.00	.00	10,000.00	.00	.00	210.00	9,790.00	2	8,423.70
630	UTILITIES	3,500.00	.00	3,500.00	.00	.00	469.82	3,030.18	13	3,356.02
<i>Other Services and Charges Totals</i>		\$13,500.00	\$0.00	\$13,500.00	\$0.00	\$0.00	\$679.82	\$12,820.18	5%	\$11,779.72
Department 241 - CEMETERY MAINTENANCE Totals		\$59,489.00	\$0.00	\$59,489.00	\$0.00	\$0.00	\$1,677.75	\$57,811.25	3%	\$56,288.86

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
EXPENSE										
Department 300 - PARKS & RECREATION										
<i>Personal Services</i>										
410	SALARIES ADM	90,867.00	.00	90,867.00	6,989.76	.00	52,423.20	38,443.80	58	88,220.34
420	SALARIES NON ADM	720,965.00	.00	720,965.00	56,018.71	.00	417,252.23	303,712.77	58	707,154.06
440	SALARIES HOURLY	250,000.00	.00	250,000.00	10,104.63	.00	80,141.95	169,858.05	32	233,013.43
450	OVERTIME	5,000.00	.00	5,000.00	387.27	.00	2,769.12	2,230.88	55	11,818.78
460	RETIREMENT	154,759.00	.00	154,759.00	11,664.84	.00	86,929.96	67,829.04	56	146,097.24
470	FICA	81,766.00	.00	81,766.00	5,279.27	.00	39,870.05	41,895.95	49	75,362.47
480	HEALTH & LIFE INS.	93,000.00	.00	93,000.00	.00	.00	.00	93,000.00	0	81,052.84
495	LONGEVITY PAY PLAN	1,849.00	.00	1,849.00	.00	.00	.00	1,849.00	0	1,795.00
<i>Personal Services Totals</i>		\$1,398,206.00	\$0.00	\$1,398,206.00	\$90,444.48	\$0.00	\$679,386.51	\$718,819.49	49%	\$1,344,514.16
<i>Supplies</i>										
500	OFFICE SUPPLIES	7,000.00	.00	7,000.00	.00	.00	2,265.85	4,734.15	32	2,422.83
525	FUEL OIL LUBRICANTS	7,000.00	.00	7,000.00	836.86	.00	3,651.56	3,348.44	52	6,137.66
535	CLOTHING	7,000.00	.00	7,000.00	398.50	.00	1,932.60	5,067.40	28	3,938.88
540	CLEANING & SANT. SUPP	25,000.00	.00	25,000.00	1,722.14	.00	9,106.82	15,893.18	36	27,660.32
545	HOUSEHOLD & INST SUPP	100.00	.00	100.00	1,164.24	.00	1,164.24	(1,064.24)	1164	.00
555	OPERATING SUPPLIES	5,000.00	.00	5,000.00	.00	.00	1,945.24	3,054.76	39	12,809.98
575	OTHER MAINT REPAIR	75,000.00	.00	75,000.00	4,538.67	.00	27,553.64	47,446.36	37	58,002.24
585	DUES REG FEES SUBSCRIPTIONS	8,000.00	.00	8,000.00	.00	.00	3,886.33	4,113.67	49	10,750.52
<i>Supplies Totals</i>		\$134,100.00	\$0.00	\$134,100.00	\$8,660.41	\$0.00	\$51,506.28	\$82,593.72	38%	\$121,722.43
<i>Other Services and Charges</i>										
600	PROFESSIONAL SERVICES	70,000.00	.00	70,000.00	3,502.82	.00	36,629.64	33,370.36	52	70,123.73
605	COMMUNICATIONS	10,000.00	.00	10,000.00	1,410.49	.00	6,610.92	3,389.08	66	12,340.61
610	TRAVEL	12,000.00	.00	12,000.00	.00	.00	11,226.35	773.65	94	11,419.78
615	ADVERTISING	10,000.00	.00	10,000.00	1,799.94	.00	5,600.94	4,399.06	56	8,928.07
620	PRINTING & BINDING	3,000.00	.00	3,000.00	700.00	.00	760.00	2,240.00	25	2,313.27
625	INSURANCE	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	12,038.00
630	UTILITIES	220,000.00	.00	220,000.00	3,522.48	.00	90,965.80	129,034.20	41	189,870.47
640	RENTALS	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	.00
645	SUPPORT AND CONTRIBUTIONS	15,000.00	.00	15,000.00	.00	.00	226.92	14,773.08	2	10,000.00
690	DISBURSEMENTS-MISC	1,000.00	.00	1,000.00	.00	.00	61.75	938.25	6	51.95
<i>Other Services and Charges Totals</i>		\$346,000.00	\$0.00	\$346,000.00	\$10,935.73	\$0.00	\$152,082.32	\$193,917.68	44%	\$317,085.88
<i>Capital Outlay</i>										
720	CAPITAL OUTLAY	1,250,000.00	.00	1,250,000.00	67,338.00	.00	467,016.59	782,983.41	37	52,408.00
730	MACHINERY & EQUIP	10,000.00	.00	10,000.00	553.56	.00	4,544.85	5,455.15	45	43,629.15
740	VEHICLES	33,000.00	.00	33,000.00	.00	.00	.00	33,000.00	0	32,129.00
<i>Capital Outlay Totals</i>		\$1,293,000.00	\$0.00	\$1,293,000.00	\$67,891.56	\$0.00	\$471,561.44	\$821,438.56	36%	\$128,166.15
Department 300 - PARKS & RECREATION Totals		\$3,171,306.00	\$0.00	\$3,171,306.00	\$177,932.18	\$0.00	\$1,354,536.55	\$1,816,769.45	43%	\$1,911,488.62

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
EXPENSE										
Department 301 - PARKS & RECREATION POOL										
<i>Personal Services</i>										
440	SALARIES HOURLY	60,000.00	.00	60,000.00	.00	.00	1,141.50	58,858.50	2	100,915.51
470	FICA	4,590.00	.00	4,590.00	.00	.00	87.32	4,502.68	2	7,720.07
<i>Personal Services Totals</i>		\$64,590.00	\$0.00	\$64,590.00	\$0.00	\$0.00	\$1,228.82	\$63,361.18	2%	\$108,635.58
<i>Supplies</i>										
535	CLOTHING	1,500.00	.00	1,500.00	1,158.50	.00	1,158.50	341.50	77	.00
550	CONCESSIONS	8,000.00	.00	8,000.00	.00	.00	.00	8,000.00	0	10,812.58
555	OPERATING SUPPLIES	50,000.00	.00	50,000.00	.00	.00	1,050.36	48,949.64	2	89,079.59
575	OTHER MAINT REPAIR	20,000.00	.00	20,000.00	.00	.00	1,308.73	18,691.27	7	6,903.24
<i>Supplies Totals</i>		\$79,500.00	\$0.00	\$79,500.00	\$1,158.50	\$0.00	\$3,517.59	\$75,982.41	4%	\$106,795.41
<i>Other Services and Charges</i>										
605	COMMUNICATIONS	2,000.00	.00	2,000.00	53.73	.00	320.19	1,679.81	16	277.55
610	TRAVEL	5,000.00	.00	5,000.00	.00	.00	2,677.61	2,322.39	54	1,745.81
630	UTILITIES	22,000.00	.00	22,000.00	1,240.70	.00	4,566.39	17,433.61	21	5,431.11
647	REDEMPTIONS REFUNDS DAMAGES	.00	.00	.00	.00	.00	.00	.00	+++	2,525.00
686	SALES TAX PAYMENTS	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	.00
690	DISBURSEMENTS-MISC	100.00	.00	100.00	.00	.00	.00	100.00	0	4,823.31
<i>Other Services and Charges Totals</i>		\$34,100.00	\$0.00	\$34,100.00	\$1,294.43	\$0.00	\$7,564.19	\$26,535.81	22%	\$14,802.78
<i>Capital Outlay</i>										
720	CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00	.00	+++	2,209.62
730	MACHINERY & EQUIP	25,000.00	.00	25,000.00	.00	.00	.00	25,000.00	0	21,920.16
<i>Capital Outlay Totals</i>		\$25,000.00	\$0.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00	0%	\$24,129.78
Department 301 - PARKS & RECREATION POOL Totals		\$203,190.00	\$0.00	\$203,190.00	\$2,452.93	\$0.00	\$12,310.60	\$190,879.40	6%	\$254,363.55

Budget Performance Report

Fiscal Year to Date 04/30/26

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
EXPENSE										
Department 302 - STRONGER TOGETHER OXFORD										
<i>Personal Services</i>										
410	SALARIES ADM	66,950.00	.00	66,950.00	5,150.00	.00	38,625.00	28,325.00	58	58,846.11
420	SALARIES NON ADM	41,375.00	.00	41,375.00	3,274.33	.00	12,244.28	29,130.72	30	33,176.46
440	SALARIES HOURLY	18,720.00	.00	18,720.00	1,413.00	.00	21,212.52	(2,492.52)	113	12,527.52
450	OVERTIME	1,250.00	.00	1,250.00	.00	.00	.00	1,250.00	0	831.05
460	RETIREMENT	20,710.00	.00	20,710.00	1,550.08	.00	11,271.72	9,438.28	54	15,984.49
470	FICA	9,815.00	.00	9,815.00	729.20	.00	5,409.92	4,405.08	55	7,620.69
480	HEALTH & LIFE INS.	12,400.00	.00	12,400.00	.00	.00	.00	12,400.00	0	8,885.75
<i>Personal Services Totals</i>		\$171,220.00	\$0.00	\$171,220.00	\$12,116.61	\$0.00	\$88,763.44	\$82,456.56	52%	\$137,872.07
<i>Supplies</i>										
500	OFFICE SUPPLIES	5,000.00	.00	5,000.00	31.25	.00	354.65	4,645.35	7	.00
525	FUEL OIL LUBRICANTS	700.00	.00	700.00	.00	.00	.00	700.00	0	406.86
535	CLOTHING	4,000.00	.00	4,000.00	2,750.00	.00	2,781.47	1,218.53	70	2,545.00
555	OPERATING SUPPLIES	10,500.00	.00	10,500.00	1,586.02	.00	3,946.85	6,553.15	38	7,686.88
585	DUES REG FEES SUBSCRIPTIONS	7,000.00	.00	7,000.00	18.68	.00	631.41	6,368.59	9	6,688.71
<i>Supplies Totals</i>		\$27,200.00	\$0.00	\$27,200.00	\$4,385.95	\$0.00	\$7,714.38	\$19,485.62	28%	\$17,327.45
<i>Other Services and Charges</i>										
600	PROFESSIONAL SERVICES	2,000.00	.00	2,000.00	.00	.00	400.00	1,600.00	20	100.00
601	TRAINING	.00	.00	.00	.00	.00	.00	.00	+++	20.00
605	COMMUNICATIONS	4,900.00	.00	4,900.00	816.59	.00	2,883.80	2,016.20	59	4,630.06
610	TRAVEL	6,000.00	.00	6,000.00	1,294.80	.00	3,169.80	2,830.20	53	5,251.84
615	ADVERTISING	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	1,314.41
620	PRINTING & BINDING	5,500.00	.00	5,500.00	313.20	.00	313.20	5,186.80	6	71.99
625	INSURANCE	1,700.00	.00	1,700.00	.00	.00	.00	1,700.00	0	808.25
630	UTILITIES	2,400.00	.00	2,400.00	.00	.00	766.53	1,633.47	32	2,048.46
640	RENTALS	27,000.00	.00	27,000.00	2,200.00	.00	17,600.00	9,400.00	65	24,200.00
690	DISBURSEMENTS-MISC	4,000.00	.00	4,000.00	28.00	.00	172.68	3,827.32	4	2,273.97
<i>Other Services and Charges Totals</i>		\$56,500.00	\$0.00	\$56,500.00	\$4,652.59	\$0.00	\$25,306.01	\$31,193.99	45%	\$40,718.98
<i>Capital Outlay</i>										
730	MACHINERY & EQUIP	7,500.00	.00	7,500.00	.00	.00	6,261.93	1,238.07	83	.00
<i>Capital Outlay Totals</i>		\$7,500.00	\$0.00	\$7,500.00	\$0.00	\$0.00	\$6,261.93	\$1,238.07	83%	\$0.00
Department 302 - STRONGER TOGETHER OXFORD Totals		\$262,420.00	\$0.00	\$262,420.00	\$21,155.15	\$0.00	\$128,045.76	\$134,374.24	49%	\$195,918.50

Budget Performance Report

Fiscal Year to Date 04/30/26

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
EXPENSE										
Department 305 - MTRADE PARK										
<i>Personal Services</i>										
410	SALARIES ADM	103,000.00	.00	103,000.00	7,923.08	.00	59,423.10	43,576.90	58	91,052.00
420	SALARIES NON ADM	588,248.00	.00	588,248.00	45,362.97	.00	342,983.20	245,264.80	58	509,675.92
440	SALARIES HOURLY	150,000.00	.00	150,000.00	22,240.57	.00	108,302.25	41,697.75	72	177,748.33
450	OVERTIME	19,000.00	.00	19,000.00	2,693.63	.00	12,704.20	6,295.80	67	18,612.35
460	RETIREMENT	130,646.00	.00	130,646.00	10,300.27	.00	76,352.72	54,293.28	58	111,082.99
470	FICA	64,355.00	.00	64,355.00	5,602.44	.00	37,379.45	26,975.55	58	56,332.56
480	HEALTH & LIFE INS.	74,400.00	.00	74,400.00	.00	.00	.00	74,400.00	0	61,227.19
<i>Personal Services Totals</i>		\$1,129,649.00	\$0.00	\$1,129,649.00	\$94,122.96	\$0.00	\$637,144.92	\$492,504.08	56%	\$1,025,731.34
<i>Supplies</i>										
500	OFFICE SUPPLIES	8,500.00	.00	8,500.00	5,416.66	.00	9,391.71	(891.71)	110	7,181.57
510	AGRICULTURAL SUPPLIES	.00	.00	.00	.00	.00	.00	.00	+++	4,540.50
525	FUEL OIL LUBRICANTS	15,000.00	.00	15,000.00	1,953.37	.00	6,620.91	8,379.09	44	14,026.84
535	CLOTHING	5,500.00	.00	5,500.00	.00	.00	3,304.20	2,195.80	60	6,795.48
540	CLEANING & SANT. SUPP	35,000.00	.00	35,000.00	8,673.58	.00	25,979.76	9,020.24	74	52,857.36
550	CONCESSIONS	425,000.00	.00	425,000.00	93,785.91	.00	299,634.25	125,365.75	71	698,640.21
551	COST OF GOODS SOLD	20,000.00	.00	20,000.00	2,272.32	.00	13,510.62	6,489.38	68	19,798.26
555	OPERATING SUPPLIES	20,000.00	.00	20,000.00	666.76	.00	8,592.31	11,407.69	43	8,742.91
575	OTHER MAINT REPAIR	285,000.00	.00	285,000.00	66,734.48	.00	199,897.31	85,102.69	70	254,898.81
585	DUES REG FEES SUBSCRIPTIONS	2,000.00	.00	2,000.00	1,346.08	.00	8,995.36	(6,995.36)	450	6,047.67
<i>Supplies Totals</i>		\$816,000.00	\$0.00	\$816,000.00	\$180,849.16	\$0.00	\$575,926.43	\$240,073.57	71%	\$1,073,529.61
<i>Other Services and Charges</i>										
600	PROFESSIONAL SERVICES	85,500.00	.00	85,500.00	4,903.76	.00	18,678.68	66,821.32	22	48,157.29
602	TOURNAMENT EXPENSES	147,000.00	.00	147,000.00	27,433.09	.00	51,193.34	95,806.66	35	105,582.06
605	COMMUNICATIONS	.00	.00	.00	.00	.00	.00	.00	+++	270.31
610	TRAVEL	6,000.00	.00	6,000.00	.00	.00	4,335.42	1,664.58	72	.00
615	ADVERTISING	7,500.00	.00	7,500.00	1,934.76	.00	4,747.26	2,752.74	63	10,150.96
620	PRINTING & BINDING	9,500.00	.00	9,500.00	3,607.89	.00	12,996.84	(3,496.84)	137	10,950.04
630	UTILITIES	120,000.00	.00	120,000.00	15,142.91	.00	96,724.87	23,275.13	81	177,112.55
686	SALES TAX PAYMENTS	35,000.00	.00	35,000.00	.00	.00	10,286.31	24,713.69	29	80,926.70
687	BANK SERVICE CHARGES	3,500.00	.00	3,500.00	.00	.00	.00	3,500.00	0	294.34
<i>Other Services and Charges Totals</i>		\$414,000.00	\$0.00	\$414,000.00	\$53,022.41	\$0.00	\$198,962.72	\$215,037.28	48%	\$433,444.25
<i>Capital Outlay</i>										
720	CAPITAL OUTLAY	58,000.00	.00	58,000.00	.00	.00	49,386.00	8,614.00	85	651,385.26
730	MACHINERY & EQUIP	160,000.00	.00	160,000.00	13,218.96	.00	98,559.01	61,440.99	62	224,224.70
<i>Capital Outlay Totals</i>		\$218,000.00	\$0.00	\$218,000.00	\$13,218.96	\$0.00	\$147,945.01	\$70,054.99	68%	\$875,609.96
Department 305 - MTRADE PARK Totals		\$2,577,649.00	\$0.00	\$2,577,649.00	\$341,213.49	\$0.00	\$1,559,979.08	\$1,017,669.92	61%	\$3,408,315.16

Budget Performance Report

Fiscal Year to Date 04/30/26

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
EXPENSE										
Department 500 - CITY GARAGE										
<i>Personal Services</i>										
410	SALARIES ADM	93,784.00	.00	93,784.00	7,214.12	.00	54,105.90	39,678.10	58	91,052.00
420	SALARIES NON ADM	429,834.00	.00	429,834.00	33,037.70	.00	241,219.94	188,614.06	56	372,686.04
440	SALARIES HOURLY	3,500.00	.00	3,500.00	.00	.00	.00	3,500.00	0	1,023.70
450	OVERTIME	6,000.00	.00	6,000.00	218.12	.00	3,889.88	2,110.12	65	5,518.13
460	RETIREMENT	99,382.00	.00	99,382.00	7,446.47	.00	55,055.63	44,326.37	55	85,096.74
470	FICA	40,494.00	.00	40,494.00	3,038.13	.00	22,504.20	17,989.80	56	35,520.67
480	HEALTH & LIFE INS.	55,800.00	.00	55,800.00	.00	.00	.00	55,800.00	0	38,327.04
495	LONGEVITY PAY PLAN	2,151.00	.00	2,151.00	.00	.00	.00	2,151.00	0	2,088.84
<i>Personal Services Totals</i>		\$730,945.00	\$0.00	\$730,945.00	\$50,954.54	\$0.00	\$376,775.55	\$354,169.45	52%	\$631,313.16
<i>Supplies</i>										
500	OFFICE SUPPLIES	1,500.00	.00	1,500.00	236.73	.00	979.40	520.60	65	1,159.87
525	FUEL OIL LUBRICANTS	40,000.00	.00	40,000.00	7,734.67	.00	22,730.24	17,269.76	57	37,574.09
535	CLOTHING	7,000.00	.00	7,000.00	263.94	.00	7,427.30	(427.30)	106	5,887.54
555	OPERATING SUPPLIES	20,000.00	.00	20,000.00	962.99	.00	11,450.55	8,549.45	57	19,334.89
565	SHOP TOOL REIMBURSEMENT	3,500.00	.00	3,500.00	1,102.21	.00	2,959.49	540.51	85	3,415.49
570	MOTOR VEHICLE MAINT	700,000.00	.00	700,000.00	54,704.88	.00	420,097.83	279,902.17	60	689,111.32
575	OTHER MAINT REPAIR	20,000.00	.00	20,000.00	121.47	.00	10,851.27	9,148.73	54	5,126.42
585	DUES REG FEES SUBSCRIPTIONS	20,000.00	.00	20,000.00	.00	.00	6,072.64	13,927.36	30	14,412.45
<i>Supplies Totals</i>		\$812,000.00	\$0.00	\$812,000.00	\$65,126.89	\$0.00	\$482,568.72	\$329,431.28	59%	\$776,022.07
<i>Other Services and Charges</i>										
605	COMMUNICATIONS	1,500.00	.00	1,500.00	107.46	.00	805.38	694.62	54	1,275.10
610	TRAVEL	4,000.00	.00	4,000.00	.00	.00	.00	4,000.00	0	2,138.89
630	UTILITIES	30,000.00	.00	30,000.00	1,744.23	.00	14,024.20	15,975.80	47	21,860.40
640	RENTALS	10,000.00	.00	10,000.00	.00	.00	1,896.70	8,103.30	19	4,511.65
<i>Other Services and Charges Totals</i>		\$45,500.00	\$0.00	\$45,500.00	\$1,851.69	\$0.00	\$16,726.28	\$28,773.72	37%	\$29,786.04
<i>Capital Outlay</i>										
720	CAPITAL OUTLAY	30,000.00	.00	30,000.00	.00	.00	4,286.37	25,713.63	14	.00
730	MACHINERY & EQUIP	25,000.00	.00	25,000.00	.00	.00	.00	25,000.00	0	18,780.98
<i>Capital Outlay Totals</i>		\$55,000.00	\$0.00	\$55,000.00	\$0.00	\$0.00	\$4,286.37	\$50,713.63	8%	\$18,780.98
Department 500 - CITY GARAGE Totals		\$1,643,445.00	\$0.00	\$1,643,445.00	\$117,933.12	\$0.00	\$880,356.92	\$763,088.08	54%	\$1,455,902.25

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
EXPENSE										
Department 553 - ANIMAL RESOURCE CENTER										
<i>Personal Services</i>										
410	SALARIES ADM	77,250.00	.00	77,250.00	5,942.30	.00	44,567.25	32,682.75	58	66,950.00
420	SALARIES NON ADM	386,446.00	.00	386,446.00	26,242.57	.00	209,193.70	177,252.30	54	330,103.16
450	OVERTIME	10,000.00	.00	10,000.00	547.02	.00	5,440.49	4,559.51	54	6,756.73
460	RETIREMENT	89,528.00	.00	89,528.00	6,022.69	.00	47,693.12	41,834.88	53	72,756.09
470	FICA	36,238.00	.00	36,238.00	2,465.86	.00	19,578.61	16,659.39	54	30,446.14
480	HEALTH & LIFE INS.	62,000.00	.00	62,000.00	.00	.00	.00	62,000.00	0	42,088.19
<i>Personal Services Totals</i>		\$661,462.00	\$0.00	\$661,462.00	\$41,220.44	\$0.00	\$326,473.17	\$334,988.83	49%	\$549,100.31
<i>Supplies</i>										
500	OFFICE SUPPLIES	4,000.00	.00	4,000.00	43.99	.00	4,115.24	(115.24)	103	2,039.44
525	FUEL OIL LUBRICANTS	4,000.00	.00	4,000.00	293.55	.00	1,542.26	2,457.74	39	2,864.18
535	CLOTHING	10,500.00	.00	10,500.00	2,354.94	.00	4,873.31	5,626.69	46	8,468.34
555	OPERATING SUPPLIES	65,000.00	.00	65,000.00	3,978.16	.00	26,995.89	38,004.11	42	70,426.95
557	ARC MEDICAL SUPPLIES	70,000.00	.00	70,000.00	6,140.74	.00	48,896.11	21,103.89	70	84,815.39
575	OTHER MAINT REPAIR	15,000.00	.00	15,000.00	1,639.50	.00	3,900.21	11,099.79	26	9,336.26
585	DUES REG FEES SUBSCRIPTIONS	4,000.00	.00	4,000.00	192.00	.00	1,527.22	2,472.78	38	3,823.31
<i>Supplies Totals</i>		\$172,500.00	\$0.00	\$172,500.00	\$14,642.88	\$0.00	\$91,850.24	\$80,649.76	53%	\$181,773.87
<i>Other Services and Charges</i>										
600	PROFESSIONAL SERVICES	25,000.00	.00	25,000.00	.00	.00	500.00	24,500.00	2	9,975.00
601	TRAINING	.00	.00	.00	750.00	.00	750.00	(750.00)	+++	.00
603	MED PROFESSIONAL SVCS	85,000.00	.00	85,000.00	4,402.84	.00	45,253.74	39,746.26	53	92,669.63
605	COMMUNICATIONS	2,000.00	.00	2,000.00	107.46	.00	640.38	1,359.62	32	1,333.10
610	TRAVEL	9,000.00	.00	9,000.00	.00	.00	4,014.48	4,985.52	45	5,575.34
611	TRANSPORT	14,000.00	.00	14,000.00	.00	.00	141.00	13,859.00	1	2,395.70
615	ADVERTISING	12,500.00	.00	12,500.00	769.29	.00	9,298.45	3,201.55	74	8,323.20
630	UTILITIES	24,000.00	.00	24,000.00	1,449.99	.00	8,736.19	15,263.81	36	23,194.24
687	BANK SERVICE CHARGES	1,700.00	.00	1,700.00	.00	.00	.00	1,700.00	0	.00
690	DISBURSEMENTS-MISC	500.00	.00	500.00	276.21	.00	1,290.48	(790.48)	258	.00
<i>Other Services and Charges Totals</i>		\$173,700.00	\$0.00	\$173,700.00	\$7,755.79	\$0.00	\$70,624.72	\$103,075.28	41%	\$143,466.21
<i>Capital Outlay</i>										
720	CAPITAL OUTLAY	20,000.00	.00	20,000.00	.00	.00	6,369.00	13,631.00	32	59,473.00
730	MACHINERY & EQUIP	54,728.00	.00	54,728.00	.00	.00	4,977.49	49,750.51	9	391.99
<i>Capital Outlay Totals</i>		\$74,728.00	\$0.00	\$74,728.00	\$0.00	\$0.00	\$11,346.49	\$63,381.51	15%	\$59,864.99
Department 553 - ANIMAL RESOURCE CENTER Totals		\$1,082,390.00	\$0.00	\$1,082,390.00	\$63,619.11	\$0.00	\$500,294.62	\$582,095.38	46%	\$934,205.38
EXPENSE TOTALS		\$47,373,030.00	\$0.00	\$47,373,030.00	\$3,161,262.76	\$0.00	\$24,841,350.66	\$22,531,679.34	52%	\$41,567,399.77
Grand Totals										
REVENUE TOTALS		51,098,514.00	.00	51,098,514.00	12,417,156.31	.00	35,228,401.07	15,870,112.93	69%	46,237,074.35
EXPENSE TOTALS		47,373,030.00	.00	47,373,030.00	3,161,262.76	.00	24,841,350.66	22,531,679.34	52%	41,567,399.77

Budget Performance Report

Fiscal Year to Date 04/30/26
Include Rollup Account and Rollup to Account

Grand Totals	\$3,725,484.00	\$0.00	\$3,725,484.00	\$9,255,893.55	\$0.00	\$10,387,050.41	(\$6,661,566.41)	\$4,669,674.58
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THE CITY OF
OXFORD

SURPLUS FORM

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

Date of Request: 12/11/2025_____

Department that owns Fixed Asset: _____Oxford University Transit. _____

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

Physical Location of Asset: ___OUT_____

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

_____Glaval_____ \ _____ \ _____2014_____

Make

Model

Year

VIN / Serial Number

4UZADEDT4FCGH3739

Color

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

Description of Tool (including brand): _____

Serial Number (if none, write N/A)

Color

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

Name of Person Submitting Surplus Request: _____

Donna Zampella

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

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

Request for Declaration of End of Useful Life (E.O.U.L)

Project Name: City of Oxford

The following information must be provided for each vehicle that is requested to be declared "End of Useful Life" before the request can be processed.

1. V.I.N. 4UZADEDT4FCGH3739 2. MDOT# A0130

3. Year: 2014

4. Capacity: 36 5. Odometer Reading: 223,286

6. Make: GLAVAL 1423

7. Estimated Value: \$3,000

Based on: ☐ 2 Independent appraisals

x Straight Line Depreciation

8. Odometer reading on present drive train if any major components have been replaced: _____

9. Location of Vehicle: 409 McElroy Drive Oxford, MS 38655

10. Current Service Status:

☐ In Service

X Out of Service Date Taken Out of Service: 6/1/2025

11. List all repairs made in the past twelve months:

<u>Date</u>	<u>Cost of Repairs</u>	<u>Type of Repairs</u>
<u>See attached</u>	_____	_____
_____	_____	_____
_____	_____	_____

12. List all repairs that need to be made at present:

<u>Estimated Cost</u>	<u>Type of Repairs</u>
-----------------------	------------------------

More than the bus is worth

_____	_____
_____	_____

13. List all Major repairs (i.e. \$350.00 or more) made during the past thirty-six months:

<u>Date</u>	<u>Cost of Repairs</u>	<u>Type of Repairs</u>
_____ See attached	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

14. Current Insurance Cost Per Year: _____ \$2,978 _____

15. Anticipated Other Savings: _____ Savings: _____

16. Anticipated Insurance Refund: _____

Signed/ Title:

Dorva Zampella, GM

(Executive Director or Designee)

Date:

12/19/25

Vehicle End- Of –Useful Life Request Requirements:

The above form is for sub-recipients to complete whenever a project vehicle is to be requested for End-of-Useful Life (EUL) status. All sub-recipients must submit the following documentation to MDOT Public Transit Division (PTD) in order to request a project vehicle for EUL status:

- 1.) A fully completed copy of Form# PTD-EUL-01, Request for Declaration of EOUL; and
- 2.) A written request on the sub-recipient's letterhead detailing the current disposition of the vehicle and plans for the disposal of the project vehicle being requested for EOUL status.

PTD shall authorize the disposition of all project vehicles that have been requested for EUL. Upon receipt of a project vehicle's approval for EUL from PTD, the sub-recipient **must** submit photos of the approved vehicle to confirm that the appropriate vehicle markings/letterings have been removed. The original title & spare key for the corresponding vehicle, with the lien released in accordance with PTD's vehicle disposition policy (as described in the Property Management Standards section of the State Management Plan), will be then be submitted to the sub-recipient.



THE CITY OF
OXFORD

SURPLUS FORM

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

Date of Request: 12/11/2025 _____

Department that owns Fixed Asset: _____ Oxford University Transit. _____

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

Physical Location of Asset: ___ OUT _____

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

_____ Glaval _____ \ _____ 2014 _____

Make

Model

Year

VIN / Serial Number 4UZADEDT4FCGH3741

Color

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

Description of Tool (including brand): _____

Serial Number (if none, write N/A)

Color

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

Name of Person Submitting Surplus Request: _____

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

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

Request for Declaration of End of Useful Life (E.O.U.L)

Project Name: City of Oxford

The following information must be provided for each vehicle that is requested to be declared "End of Useful Life" before the request can be processed.

1. V.I.N. 4UZADEDT4FCGH3741 MDOT# A0132 3. Year: 2014

4. Capacity: 36 5. Odometer Reading: 223,286

6. Make: GLAVAL 1425 245 343

7. Estimated Value: \$3,000

Based on: ☐ 2 Independent appraisals

x Straight Line Depreciation

8. Odometer reading on present drive train if any major components have been replaced: _____

9. Location of Vehicle: 409 McElroy Drive Oxford, MS 38655

10. Current Service Status:

☐ In Service

X Out of Service Date Taken Out of Service: 6/1/2025

11. List all repairs made in the past twelve months:

<u>Date</u>	<u>Cost of Repairs</u>	<u>Type of Repairs</u>
<u>See attached</u>	_____	_____
_____	_____	_____
_____	_____	_____

12. List all repairs that need to be made at present:

<u>Estimated Cost</u>	<u>Type of Repairs</u>
-----------------------	------------------------

More than the bus is worth.

_____	_____
_____	_____

13. List all Major repairs (i.e. \$350.00 or more) made during the past thirty–six months:

<u>Date</u>	<u>Cost of Repairs</u>	<u>Type of Repairs</u>
	See attached.	

14. Current Insurance Cost Per Year: \$2,978

15. Anticipated Other Savings: Savings:

16. Anticipated Insurance Refund:

Signed/ Title: Debra Zampella, GM
(Executive Director or Designee)

Date: 12/19/25

Vehicle End- Of –Useful Life Request Requirements:

The above form is for sub-recipients to complete whenever a project vehicle is to be requested for End-of-Useful Life (EUL) status. All sub-recipients must submit the following documentation to MDOT Public Transit Division (PTD) in order to request a project vehicle for EUL status:

- 1.) A fully completed copy of Form# PTD-EUL-01, Request for Declaration of EOUL; and
- 2.) A written request on the sub-recipient's letterhead detailing the current disposition of the vehicle and plans for the disposal of the project vehicle being requested for EOUL status.

PTD shall authorize the disposition of all project vehicles that have been requested for EUL. Upon receipt of a project vehicle's approval for EUL from PTD, the sub-recipient **must** submit photos of the approved vehicle to confirm that the appropriate vehicle markings/letterings have been removed. The original title & spare key for the corresponding vehicle, with the lien released in accordance with PTD's vehicle disposition policy (as described in the Property Management Standards section of the State Management Plan), will be then be submitted to the sub-recipient.



THE CITY OF
OXFORD

SURPLUS FORM

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

Date of Request: 12/11/2025 _____

Department that owns Fixed Asset: _____ Oxford University Transit. _____

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

Physical Location of Asset: ___ OUT _____

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

_____ Gillig \ _____ 2010 _____

Make

Model

Year

VIN / Serial Number

15GGD2218Y1071157

Color

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

Description of Tool (including brand): _____

Serial Number (if none, write N/A)

Color

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

Name of Person Submitting Surplus Request: _____

Donna Zampella

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

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

Request for Declaration of End of Useful Life (E.O.U.L)

Project Name: City of Oxford

The following information must be provided for each vehicle that is requested to be declared "End of Useful Life" before the request can be processed.

1. V.I.N. 15GGD2218Y1071157 2. MDOT# OUT 6 3. Year: 2010

4. Capacity: 35 5. Odometer Reading: 747 462

6. Make: GILLIG 2015

7. Estimated Value: \$5,000

Based on: ☐ 2 Independent appraisals

x Straight Line Depreciation

8. Odometer reading on present drive train if any major components have been replaced: _____

9. Location of Vehicle: 409 McElroy Drive Oxford, MS 38655

10. Current Service Status:

☐ In Service

X Out of Service Date Taken Out of Service: 6/1/2025

11. List all repairs made in the past twelve months:

<u>Date</u>	<u>Cost of Repairs</u>	<u>Type of Repairs</u>
<u>See attached</u>	_____	_____
_____	_____	_____
_____	_____	_____

12. List all repairs that need to be made at present:

<u>Estimated Cost</u>	<u>Type of Repairs</u>
-----------------------	------------------------

More than the bus is worth

_____	_____
_____	_____
_____	_____

13. List all Major repairs (i.e. \$350.00 or more) made during the past thirty-six months:

<u>Date</u>	<u>Cost of Repairs</u>	<u>Type of Repairs</u>
See attached		

14. Current Insurance Cost Per Year: \$2,978

15. Anticipated Other Savings: Savings:

16. Anticipated Insurance Refund:

Signed/ Title:

Donna Zampella

(Executive Director or Designee)

Date:

5/7/26

Vehicle End- Of –Useful Life Request Requirements:

The above form is for sub-recipients to complete whenever a project vehicle is to be requested for End-of-Useful Life (EUL) status. All sub-recipients must submit the following documentation to MDOT Public Transit Division (PTD) in order to request a project vehicle for EUL status:

- 1.) A fully completed copy of Form# PTD-EUL-01, Request for Declaration of EOUL; and
- 2.) A written request on the sub-recipient's letterhead detailing the current disposition of the vehicle and plans for the disposal of the project vehicle being requested for EOUL status.

PTD shall authorize the disposition of all project vehicles that have been requested for EUL. Upon receipt of a project vehicle's approval for EUL from PTD, the sub-recipient **must** submit photos of the approved vehicle to confirm that the appropriate vehicle markings/letterings have been removed. The original title & spare key for the corresponding vehicle, with the lien released in accordance with PTD's vehicle disposition policy (as described in the Property Management Standards section of the State Management Plan), will be then be submitted to the sub-recipient.



OXFORD

PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Aldermen
From: Ben Requet, Director of Planning
Date: June 2, 2026
Re: Request permission for Planning Staff to attend the Mississippi Outdoor Stewardship Trust Fund Workshop on June 16th in Jackson, Mississippi at an estimated cost of \$150.

This is a request for the Kate Kenwright and James Hirsch to attend a Mississippi Outdoor Stewardship Trust Fund workshop in Jackson, Mississippi on June 16th. The total amount for this request is \$150, and it is a budgeted item.



MISSISSIPPI
OUTDOOR
STEWARDSHIP
TRUST

MISSISSIPPI
Museum of
Natural
Science



2026 Building Strong Proposals: A **Workshop** for Public & NGO Applicants Mississippi Outdoor Stewardship Trust Fund

The Mississippi Outdoor Stewardship Trust Fund (MOSTF) provides funding for conservation and outdoor recreation projects across the state. This free workshop is open to municipalities, counties, state agencies, and non-government organizations. Attendees will learn how to write a strong grant application, secure matching funds, and gain a deeper understanding of the MOSTF program and its priorities. Mississippi Municipal League members will be eligible to receive two Certified Municipal Official (CMO) elective credits for attending. Reserve your spot early—space is limited!

REGISTER NOW ➡

2026MOSTFWorkshop.eventbrite.com



**TUESDAY
16 JUNE 2026**



**2148 RIVERSIDE DR,
JACKSON, MS 39202**



**9:30 AM-
3:30 PM**

3:30-5:00 pm Social at the Museum – Drinks and Food Compliments of MOSTF Coalition

City of _____
Mayor _____

Proclamation

WHEREAS, the U.S. Army has proudly defended this nation's interests for 251 years; and

WHEREAS, citizens of _____ have fought bravely in and supported all of the nation's wars from the Revolutionary War to current worldwide deployments, and continue to make this state proud by also serving in peacekeeping missions around the world; and

WHEREAS, the Regular Army, U.S. Army Reserve and National Guard have all provided many _____ citizens with vocational and educational opportunities, as well as valuable life lessons in courage, discipline and teamwork; and

WHEREAS, today's Army still offers _____ citizens, from all walks of life, an opportunity to serve their state and nation proudly while bettering themselves and their families,

NOW, THEREFORE, I, _____, Mayor, City of _____, do hereby proclaim June 14, 2026, as

U.S. ARMY DAY IN COMMEMERATION OF THE ARMY'S 251st BIRTHDAY

in _____, and urge all citizens to join me in this worthy observance.

**IN WITNESS WHEREOF, I have
here unto set my hand and caused
the official seal of the City of
_____ to be affixed
on this 14th day of
June, 2026.**

Mayor

**2026-2027 INTERLOCAL AGREEMENT FOR FUNDING OF EARLY
CHILDHOOD AND READING DEVELOPMENT PROGRAM**

THIS AGREEMENT is entered into by and between the Lafayette County School District (“LCSD”), the Oxford School District (“OSD”), the City of Oxford, Mississippi (“the City”), and Lafayette County, Mississippi (“the County”), for the purpose of funding the Early Childhood and Reading Development Program (“the Program”) to support the educational missions of LCSD and OSD.

WHEREAS, the Interlocal Cooperation Act of 1974 authorizes any two or more local governmental units to enter into a written contractual agreement with one another to jointly provide services and facilities and to jointly exercise and carry out power, authority, or responsibility exercised or capable of being exercised by a local governmental unit; and

WHEREAS, OSD, LCSD, the City, and the County are local governmental units as defined by MISS. CODE ANN. § 17-13-5(a) and are each governed by a Governing Authority as defined by MISS. CODE ANN. § 17-13-5(b).

NOW, THEREFORE, pursuant to the provisions of the Interlocal Cooperation Act of 1974, and the approval of the parties’ respective governing authorities, the parties do hereby adopt this Agreement:

1. The parties hereby agree to jointly provide for the continuation of an Early Childhood and Literacy Development Program for the purpose of improving educational outcomes for children in Lafayette County, continuing an early intervention program to promote child growth and development, expanding early learning opportunities in the Oxford and Lafayette County community, and developing strategies to address school readiness, school attendance, and

summer learning.

2. The parties agree that the Oxford School District shall be responsible for the supervisory and administrative oversight of operations and personnel of the Program and shall serve as its fiscal agent. The parties each agree to provide \$25,000 per school year to fund the operation of the Program. As fiscal agent, OSD will annually invoice LCSD, the City, and the County, for their respective contributions. The City and the County shall have no further obligations or responsibilities under this Agreement.

3. The parties understand that OSD hired a Director of Early Childhood and Reading Development (“Director”) in July 2017, based on recommendations brought forth by a joint search committee appointed by the superintendents of OSD and LCSD. The Director is a full-time certified position employed by and provided appropriate facilities by OSD. The Director’s salary will be funded by \$25,000 given by each party.

4. The parties understand that OSD hired a School Readiness Coordinator in July 2019, based on recommendations brought forth by a joint search committee appointed by the superintendents of OSD and LCSD. This position is a full-time certified position employed by and provided appropriate facilities by OSD. The School Readiness Coordinator’s salary will be funded through donations to the L.O.U Early Learning Collaborative. The parties’ intent is that the School Readiness Coordinator position will be funded as a full-time certified position only when donations to the L.O.U Early Learning Collaborative exceed the amount of \$100,000 during the prior academic year.

5. This agreement shall be effective on the date the agreement is approved by the Attorney General and shall expire on June 30th, 2027. If the parties desire to renew the

agreement, each party shall give written notice of its intent to exercise its option to renew the agreement sixty (60) days before expiration of the initial term of the agreement.

6. This agreement is effective subject to the approval of the Attorney General of the State of Mississippi.

SIGNED and AGREED to, this the _____ day of _____, 2026.

OXFORD SCHOOL DISTRICT

President

Secretary

SIGNED and AGREED to, this the _____ day of _____, 2026.

LAFAYETTE COUNTY SCHOOL DISTRICT

President

Secretary

SIGNED and AGREED to, this the _____ day of _____, 2026.

CITY OF OXFORD, MISSISSIPPI

Mayor

City Clerk

SIGNED and AGREED to, this the _____ day of _____, 2026.

LAFAYETTE COUNTY, MISSISSIPPI

President, Board of Supervisors

County Administrator



National Garden Week Proclamation

Whereas, Gardeners have a passion for nurturing the beauty and resources of the earth through the planting of seeds, the care of all plants and the riches of their efforts; and

Whereas, Gardeners seek to add beauty, splendor, fragrance and nutrition to our lives through the growing of herbs, vegetables, foliage and flowers; and

Whereas, Gardeners work to preserve our country's traditional spirit of independence and initiative through innovation and hard work; and

Whereas, Gardeners advocate the importance of all creatures, large and small, that share our world and their roles in a balanced and productive ecology; and

Whereas, Gardening furnishes a challenging and productive activity for our citizens, for those just learning as well as those having years of experience; and

Whereas, Gardening promotes a healthy lifestyle that lasts a lifetime, helps reduce stress from other areas of life, teaches that rewards can come from diligent efforts; and

Whereas, Gardening enables members of Garden Clubs across the nation and the world to make a world of difference in the communities where they reside and work;

Now, Therefore Be It Resolved that in an effort to acknowledge the importance of Gardening and the numerous contributions of Gardeners, National Garden Clubs, Inc. designates the week of June 7-13 as National Garden Week.

**Donna Donnelly,
2025-2027 President, NGC, Inc.**

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

MAY 26, 2026 - MAY 27, 2026

TO BE APPROVED: JUNE 02, 2026

ACCOUNT NUMBER	CUSTOMER NAME	ADDRESS	WATER ADJUSTMENT	SEWER ADJUSTMENT	ADJUSTMENT TYPE
210272-110093	TREY BYARS	412 TURNBERRY CIRCLE	X	-\$28.32	POOL
210279-110100	BARBERA LIDDON	400 TURNBERRY CIRCLE	-\$18.82	-\$25.02	INSIDE
206635-048942	PARKER HARRIS	407 S 15TH STREET APT A	-\$50.06	-\$66.55	INSIDE
002789-051873	SARAH MASON	800 SHADOW CREEK DRIVE APT 301	-\$117.86	-\$312.94	OUTSIDE
206743-050317	ELIAS MCNNULTY	1534 TYLER COVE	-\$90.53	-\$120.36	INSIDE
208901-001435	MARY KNIGHT	206 EAGLE NEST LANE	-\$11.36	-\$15.10	INSIDE
208302-038984	DEMARGIO GILLARD	41 PRIVATE ROAD 3151 APT 9	-\$44.38	-\$59.00	INSIDE
206914-053609	LUKE COLLIER	1801 VAN BUREN AVENUE # 3	-\$54.32	-\$72.22	INSIDE
206490-106338	JOHN M MCKENZIE	923 S 13TH STREET	-\$96.21	-\$255.35	OUTSIDE
206413-002594	JACK MCKENZIE	1501 JOHNSON AVENUE	-\$33.02	-\$43.90	INSIDE
224817-122645	LUCIEN CREMALDI	103 LAKEWAY DRIVE	X	-\$147.74	POOL
			TOTAL:	-\$516.56	-\$1,146.50



Jeff McCutchen

Chief of Police

jmcutchen@oxfordpolice.net

Date: 05/26/2026

Subject: Local Bike Taxi LLC- Driver approval recommendation

I, Cpt. David Sabin, recommend approval of the applicant Barrett B. Lott as a new Taxi Owner for Vero Transportation LLC. I cannot find anything that would restrict Barrett B. Lott from owning / operating a Taxi business in the City of Oxford, MS.

Chief Jeff McCutchen
Oxford Police Department

Date

Captain David Sabin
Oxford Police Department

David Sabin

5/26/26

Date

Oxford Police
Department
9 Industrial Park Drive
Oxford, MS 38655
Phone: (662) 232-2400

2. Request Approval of OU Electric Division FY2027 Budget. (Rob Neely)

The Oxford Utilities FY2027 Electric Division Fiscal Year budget is included for your review. Highlights from the budget and FY2026 are included on page 3, “Budget Message”. I ask that you approve the Oxford Utilities Electric Division budget as presented, due to OU’s fiscal year beginning on July 1. As discussed during the budget review, the budget includes a recommendation for a 4% retail rate adjustment for all electric customers, effective July 1, 2026.

FY | 2027



OXFORD

UTILITIES

Electric Division - Operating and Capital Budget

Mayor

Robyn Tannehill

Board of Aldermen

Erin Smith

Mark Hulse

Brian Hyneman

Kesha Howell Atkinson

Preston E. Taylor

Jason Bailey

Mary Martha Crowe

Oxford Utilities

Rob Neely, General Manager

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Budget Message

Oxford Utilities (OU) is excited to provide a comprehensive look at the OU-Electric Division (OU-ED) financials with the FY2027 budget, as well as, a closer look at the day-to-day operations. I hope the information provided in this document will be useful to the Board as you consider OU-ED's financial priorities.

This budget includes written descriptions, charts and graphs summarizing OU-ED's financial strengths and operational responsibilities. The first several sections provide updates on the OU-ED organizational and operational functions. Later sections present financial details comparing FY2025 data to FY2026 year-to-date (YTD) data. Capital spending is listed separately, with descriptions of proposed special capital projects.

The budget for FY2027 proposes total spending of \$28,229,854 offset by expected revenues of \$27,777,700, a \$452,154 shortfall. The largest expense (80%), by far, is purchased power. The greatest challenge when preparing an annual budget is projecting electric sales revenue and purchased power expense. I spend a considerable amount of time preparing estimates for FY2027's energy costs, which causes the expenses and income of OU-ED to rise and fall.

The FY2027 Budget is based on a conservative outlook of expenses and revenues. OU-ED's FY2027 Total Operating Expenses are projected to increase (9%) compared to the FY2026 budget. FY2027 revenue less power cost (margin) is expected to remain stable (0.1% increase) compared to the FY2026 budget. The increases in expenses are mainly driven by inflationary pressures on materials and supplies and employee benefits. The increase in expenses will result in less funding available for capital projects in FY2027. I recommend the board consider a 4% rate increase on all customer classes, both residential and commercial. This will provide additional funds, up to \$1,000,000 annually to help balance the budget, cover increasing operation and maintenance costs, and provide necessary funds for immediate capital projects. Additionally, it will help cash reserves recover from the expenses from Winter Storm Fern. The last revenue-positive rate increase occurred in 2009, over 17 years ago.

Highlights for OU-ED in FY2026 are as follows:

- In late January, 2026, Oxford and the surrounding area received catastrophic damage from Winter Storm Fern. Over 95% of the OU electric system was without power due to outages associated with ice accretion on trees and lines causing widespread damage. Our employees, contractors, and mutual aid partners worked long days and nights to restore service to our customers, and was able to complete the restoration in a timely manner. I'm extremely proud of our team at OU for the way we responded to the challenge and worked together to meet the challenge head-on.
- In April, 2026 Oxford Utilities again received the APPA Certificate of Excellence in Reliability Award. This marks the third year in a row we've received the award, which is reserved for electric utilities that are in the top quartile for System Average Interruption Duration Index (SAIDI). As far as I know, we were only utility in Mississippi and one of only 9 Utilities in the TVA 7-State region to be recognized.

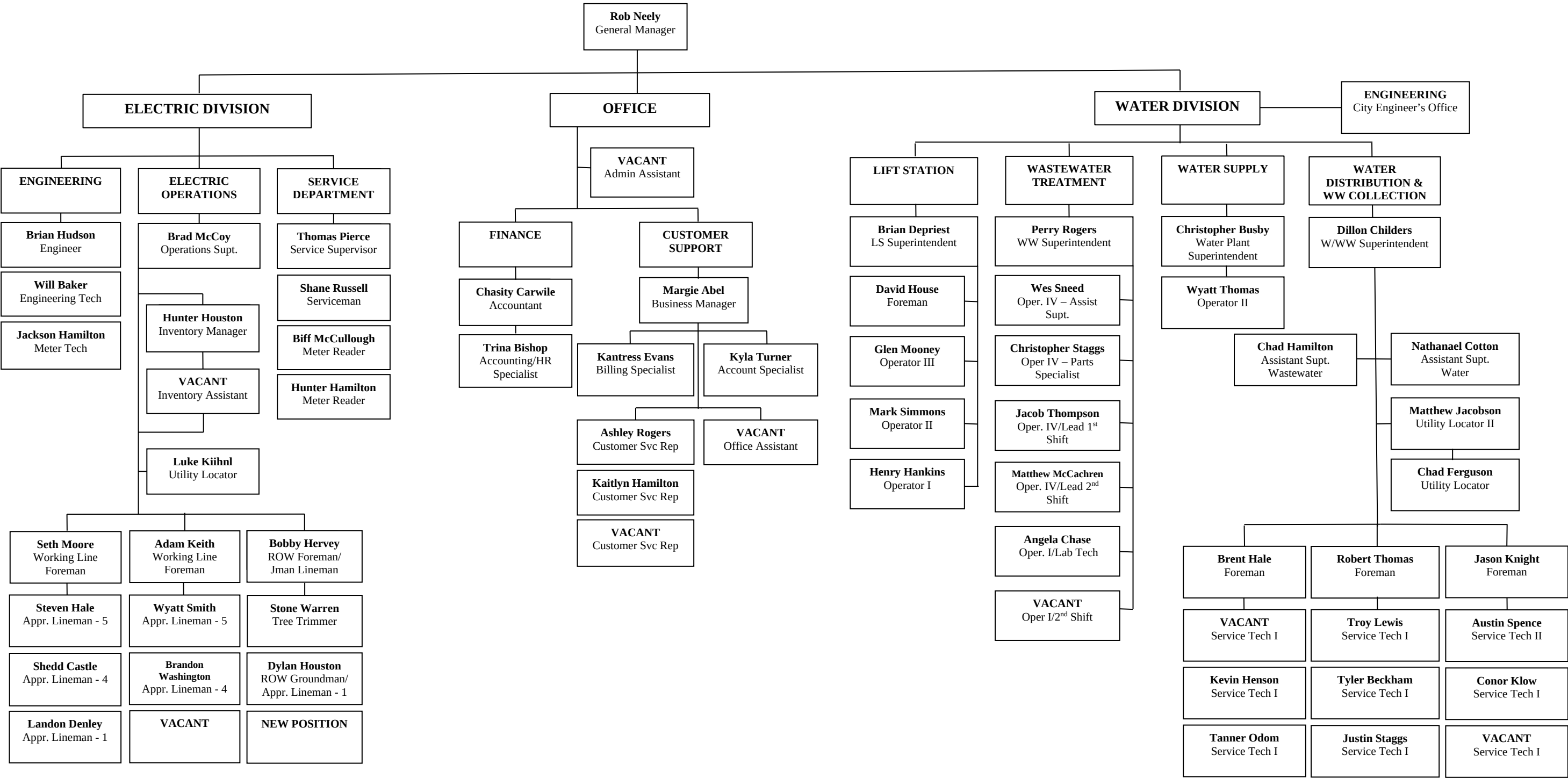
- A major project to install voltage regulation in the Oxford Primary Substation off Old Taylor Road is currently underway. Project completion is expected in Fall 2026. Benefits of the project include voltage stabilization and potential demand reduction through voltage regulation during times of peak usage.
- TVA has not announced their plans for a rate increase for October 2026. I will keep the board posted on any TVA action on the subject.
- The board authorized OU to implement an Electric Division Construction Policy, and in doing so, updated our Aid-to-Construction Fee Schedule for developers seeking electric service. This policy and updated fee schedule should better align the cost of electric infrastructure installation with the fees that developers are responsible for.
- OU retail rates are some of the lowest in the state, we are ranked 4th lowest out of the 28 municipal and cooperative local power companies in the TVA region in Mississippi. Oxford Utilities has not initiated a local rate increase on the residential class in over 17 years. I am recommending the board consider a 4% rate increase in FY2027 to keep up with inflationary pressures and rising O&M Costs. Regular small rate increases are much more desirable for customers than a single large rate increase. If the board agrees with moving forward with this rate increase, I will bring it forward for official consideration in June, 2026. Even with a modest 4% rate increase we would remain 4th among the 28 TVA-served Mississippi LPC's. A 4% increase would result in an additional \$1,000,000/year in revenue that would stabilize the OU financials and allow more investments in capital and system maintenance and improvement.
- Due to budgetary constraints, Overhead to Underground conversions of electric lines were very limited in FY2026. If a rate increase is approved there could be more funds available in the future for OH to UG conversions.
- OU completed a pole inspection inventory of half of the distribution system in FY25. We are actively changing out poles that have reached their end of useful life. This is a time consuming and costly process but needed to maintain system reliability.
- In the after-actual review of the impact of Winter Storm Fern on the OU electric system I believe one major contributing factor to the outage numbers is our Right-of-Way tree trimming policy. Our current policy is restrictive due to constant customer complaints. A more aggressive trimming practice would potentially reduce outages during storms due to overhanging trees in the ROW. In the aftermath of the storm, some utilities have adjusted their policies to address this issue. If the board would like to consider a change in policy I would be happy to make a recommendation in the near future.

I hope this document provides useful data and demonstrates OU's desire to effectively manage the resources entrusted by our ratepayers.

Regards,



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



2025-2026 Operational Summary

As of March 31, 2026, Oxford Utilities provides electric service to 10,710 electric customers (8,729 residential, 1,669 small commercial, 233 medium commercial, 1 large commercial, 1 EV Fast Charge Station, 19 street and athletic customers and 59 lighting installations). This marks a 2.3% increase in electric customers over the calendar year. Oxford Utilities provides this service through 3 substations and 112 miles of primary electric line. The average residential electric usage for FY2026 is approximately 938 kWh per month, which is approximately 40kWh lower than FY2025. Oxford Utilities also serves 17,230 water, 14,086 sewer and provides billing and customer service to 15,599 sanitation customers. OU had an increase in water customers of 4.3%. Oxford Utilities, which is made up of Office staff, Electric Division and Water/Sewer Division workers, currently stands at 62 full-time employees.

Office

The office staff of Oxford Utilities consists of customer support and finance. Regular meetings of the department supervisors are held to stay on top of projects and issues that arise.

Customer Support

Currently, seven (7) full time employees work in Customer Support. This area is responsible for marketing, billing, and assisting customers with electric, water, wastewater and sanitation services. The customer service staff answers approximately 600 telephone calls per day during OU's peak times (May, June, July, and August) from customers needing information or assistance, or wanting to make a payment. Two customer service representatives who work in this department are retiring this month after long careers, which means we'll be training two new employees during our busiest time of the year.

On average, Customer Support processes approximately 800 service orders per month. A large majority of these service orders are disconnection and reconnection of water and/or electric service.

Customer Support also provides specialized assistance associated with our larger commercial services through the TVA Comprehensive Services program. This includes technical consulting services and energy audits, among other things.

Finance

Currently, two (2) employees work in the Finance Division. This division is responsible for supporting other divisions by providing accounting, purchasing, warehousing, fleet maintenance, and payroll for OU.

The warehousing and fleet maintenance duties are critical to the overall efficiency and effectiveness of OU. All construction and maintenance material used by electric operations are purchased and managed by the Finance staff. Also, this division is responsible for maintaining records on a fleet of 22 vehicles and other specialty equipment.

The Finance staff is responsible for processing payroll and accounts payable for the Electric and Water/Sewer Divisions of OU. On average, around 125 paychecks are issued per month. Also, Finance processes over 300-350 checks per month to OU vendors and for

deposit refunds. The Finance division is also responsible for rate reviews, regulatory compliance, and most anything tied to dollars and cents. The finance staff provides accounting, human relations, purchasing and inventory services to all OU employees, including the OU-Water Division.

Electric Division

The electric division of Oxford Utilities consists of the service department, engineering, and electric operations. This division is responsible for engineering, operating, and maintaining OU-ED's electric distribution system. One of the Electric Division's most important responsibilities is providing safe and reliable electric power to our customers.

Service Department

The Service Department at OU consists of four (4) employees and is responsible for meter reading duties and service orders. This department is responsible for reading 27,940 meters per month. All the electric meters and approximately half of the water are read using AMI RF radio communications. 95% of the remaining water meters are read using drive-by radio technology. The remaining manual-read water meters are being replaced with drive-by meters.

Electric Operations

Currently fifteen (15) employees work in Electric Operations. Due to automated metering (AMI) OU-ED has implemented an outage notification system that tracks customer outages and restoration events. Even though we lost this outage management system during Winter Storm Fern due to the power outage; we were able to connect generators to the collectors and view restorations on the system as the meters were energized. This was very important to ensure that no meters were left stranded during the restoration.

This division is also responsible for maintaining the electric ROW, which is important for system reliability. Over half of our 110 miles of electric primary lines are underground, but the remaining lines must be trimmed regularly to maintain system health. Historically the focus of our ROW trimming policy was to trim as much as possible to avoid customer complaints. That policy leaves power lines exposed unnecessarily to hanging limbs within the ROW. To improve system reliability and restoration times it would be beneficial to consider a more aggressive trimming policy, while still promoting the health of the trees. Currently 3 employees work in the ROW division. Adding another employee would be beneficial to this division, as it improve efficiency and safety, and reduce the use of contract labor for ROW trimming.

Maintaining a safe workplace is one of OU's top priorities. The entire organization has contributed to creating a culture of safety. Monthly safety meetings are conducted in the Electric Division, which helps add to employee's safety awareness. Over time, this helps control insurance costs and, more importantly, helps avoid a potentially devastating workplace accident. Fortunately no accidents occurred on the OU system during the Winter Storm Fern restoration, which is quite remarkable considering the number of linemen and ROW Trimmers actively working during the event, which were exposed to sub-freezing temps, freezing rain, icy roadways and hazardous conditions all-around.

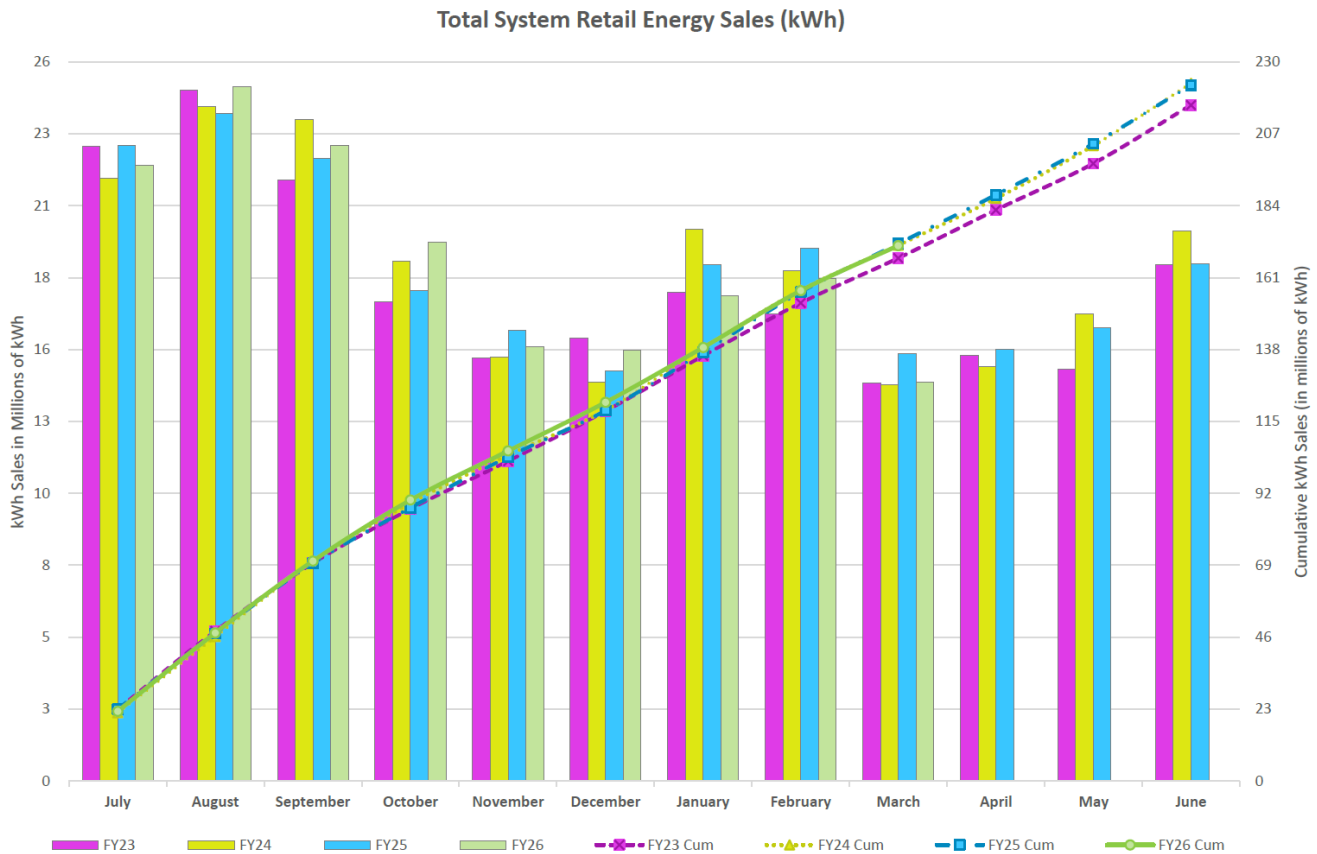
Financial and Operational Statistics and Ratios

	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
Revenue (cents) per KWH	10.57	10.41	11.05	12.12	11.35	11.88
Purchased Power Cost (cents) Per KWH	8.15	7.91	8.50	9.17	8.50	9.08
Net Income per Revenue Dollar	0.0470	0.0560	0.0685	0.0355	0.0273	-0.0313
Revenue less Power Cost %	25.0%	26.2%	23.1%	21.0%	21.4%	20.2%
O&M Expense per MWH Sold	\$11.00	\$10.51	\$9.51	\$13.03	\$12.86	\$18.04
O&M Expense per Customer	\$237.84	\$227.07	\$208.06	\$282.44	\$276.90	\$382.18
Assets	\$42,565,463	\$43,249,544	\$45,663,183	\$47,095,116	\$49,080,172	\$49,856,094
Debt	\$0	\$0	\$0	\$0	\$0	\$0
% Debt/ Assets	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Assets minus Debt	\$42,565,463	\$43,249,544	\$45,663,183	\$47,095,116	\$49,080,172	\$49,856,094
General Cash & Temp Investments	\$7,635,195	\$7,962,923	\$8,534,373	\$8,606,021	\$7,746,782	\$6,500,341
# of Electric Customers	9843	9841	9999	10096	10362	10503
No Of Employees	29	29	29	29	29	31

Observations:

- The table contains data pulled from the TVA FY2025 End of Year report, which summarizes the trends of key indicators of OU-ED's financial health
- FY2025 saw a substantial increase in O&M due to inflationary impacts caused by rising material and labor costs, as well as increasing employee benefits.
- Expenses/MWH sold increased significantly, indicating less cash available for Capital spending and system investment.
- Cash balance dropped slightly in FY25, as cash was used to fund support operations and maintenance and capital projects.
- In FY2025 OU filled two vacancies by hiring an apprentice lineman and ROW groundman that gave us two full 4-man work crews and a 3-man right-of-way maintenance crew, which was the staffing level pre-covid. Another ROW crew member is needed FY2027 to maximize the output of that team and to help reduce the dependence on contract labor for ROW maintenance.

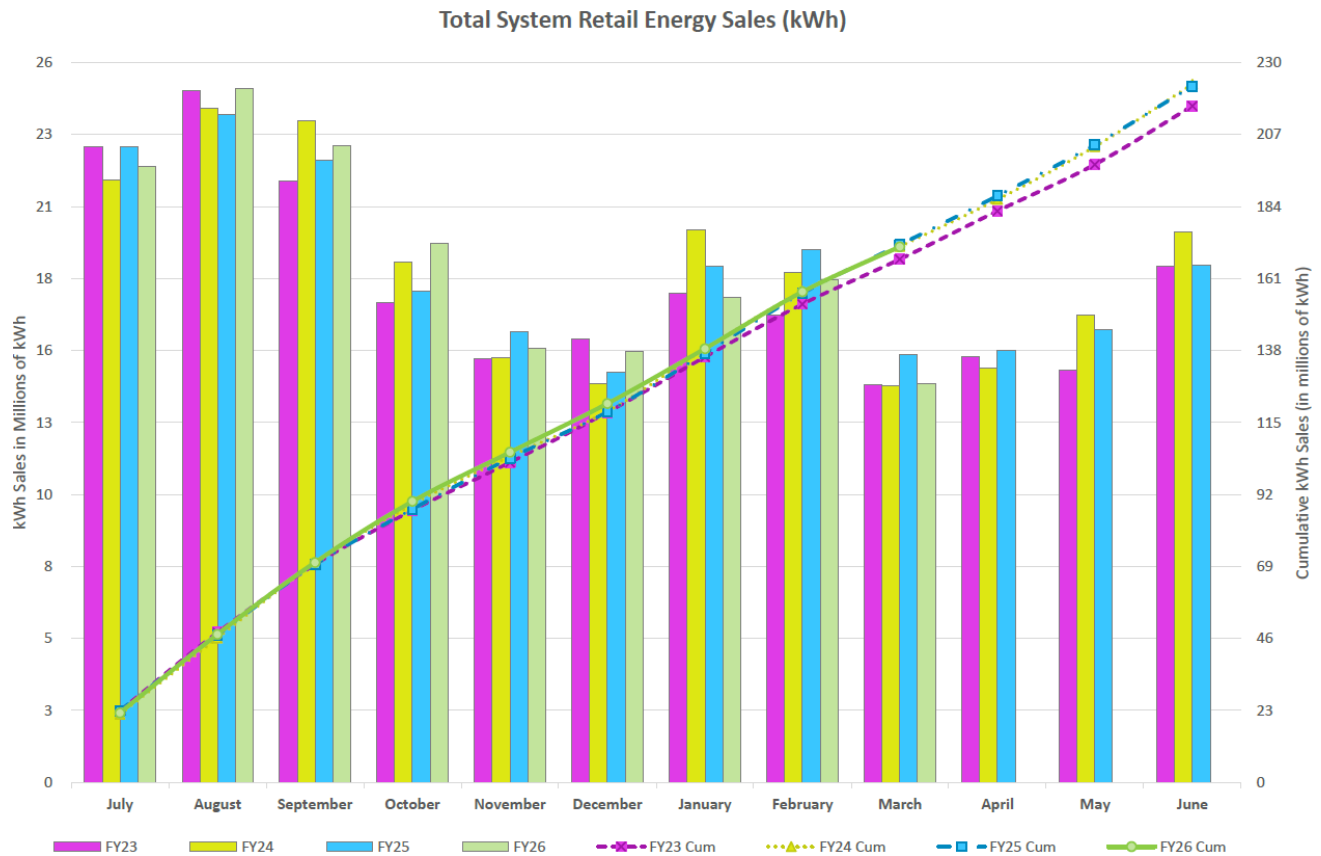
Retail Energy Sales (kWh) - FY2023 – YTD2026



Observations:

- The chart above displays Retail Energy Sales (kWh) both monthly and cumulatively for FY2023 to present
- FY2026 Cumulative-to-date kWh sales volume is tracking along with FY2025 sales.
- While sales volume may vary month to month due to weather conditions, cumulative annual sales volume is stable and reliable
- Sales volume is generally stable year over year which is a positive when compared to many other Mississippi municipal utilities, which are experiencing declining energy sales
- January and February sales were slightly lower than expected due to the outages associated with Winter Storm Fern

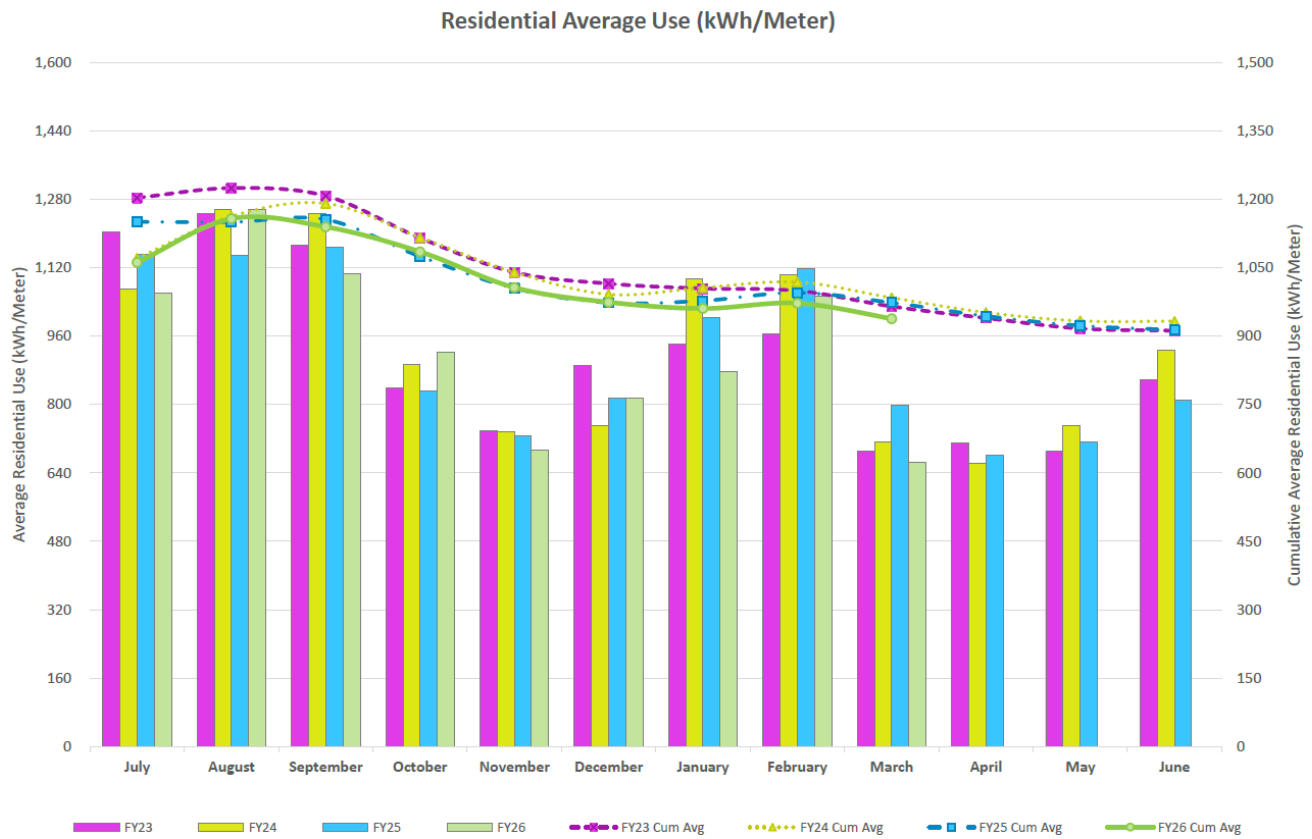
Revenue Less Power Cost - FY2023 - YTD2026



Observations:

- The chart above compares Revenue Less Power Cost (RLPC), both monthly and cumulatively for FY2023 - present. Basically this chart illustrates the funds remaining after paying our power bill to TVA each month. Those funds are used for Operation and Maintenance, Capital Expenses, taxes, etc.
- FY2026 cumulative-to-date RLPC is tracking similarly to FY2025. Even though revenues are similar to prior years, due to increased Operation and Maintenance costs, there is less and less cash available for system investment.

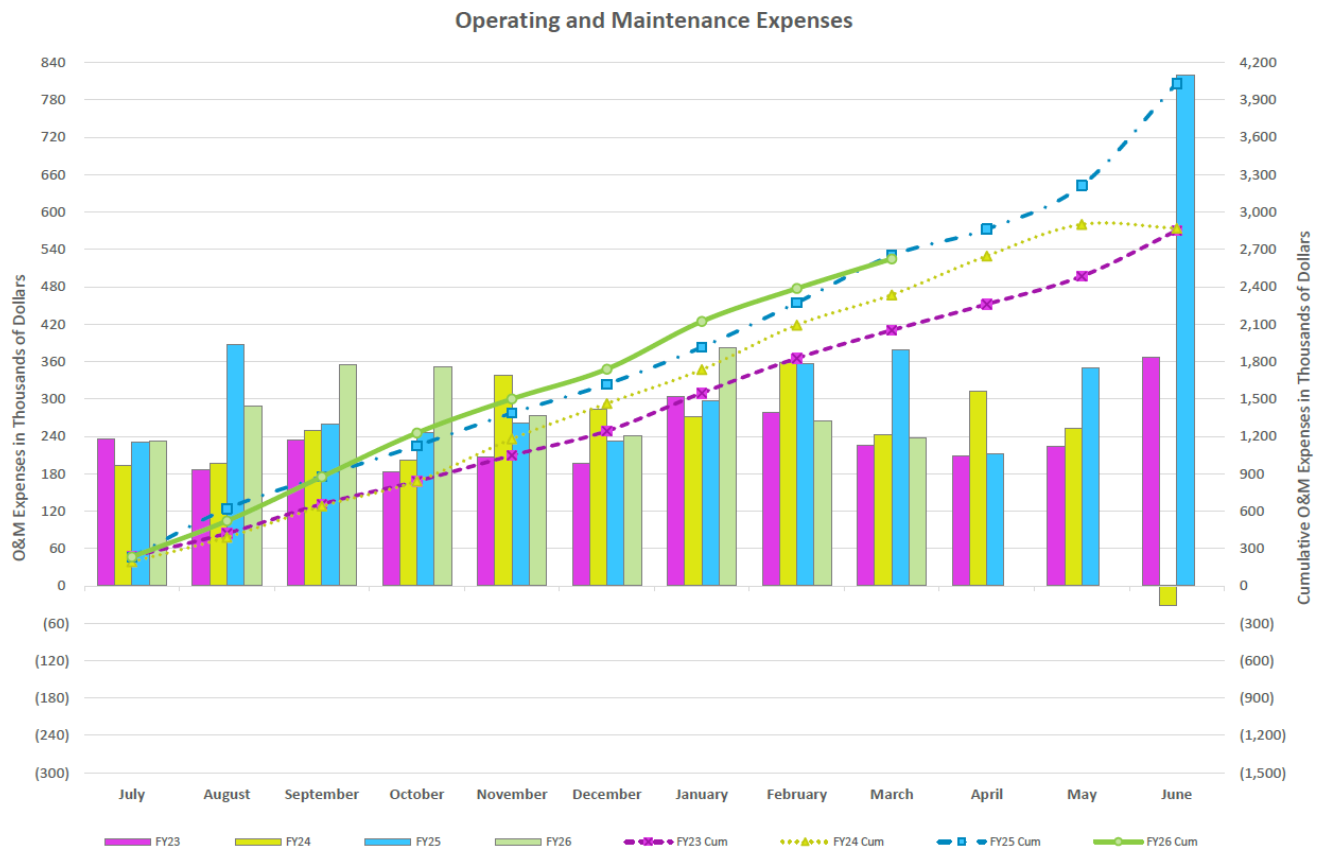
Residential Average Use - FY2023 - YTD2026



Observations:

- The chart above shows the cumulative average residential usage from FY2023 to Present
- Due to the outage associated with Winter Storm Fern sales/usage was down in January leading to a lower than normal cumulative average use for FY26.
- The cumulative average residential use annually is just over 900kWh

Operations and Maintenance - FY2023 - YTD2026



Observations:

- The chart above details the monthly and cumulative Operation and Maintenance expenses associated with electric system from FY2023 to present.
- The effect of increased equipment and material pricing coming out of the Covid pandemic in addition to increases in employee costs (salary and benefits) have contributed to the annual increase. Additionally, you can see each year June that there's a true-up to the public employee retirement system.
- Due to increases in O&M expenses year over year, this directly affects net income, and funding available for capital expenses.

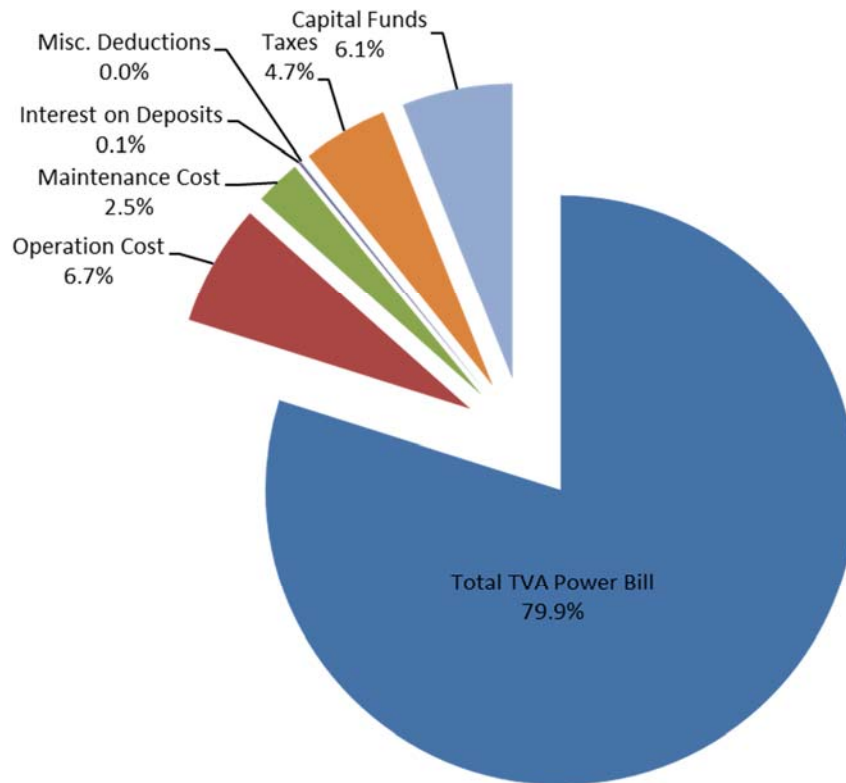
FY2027 Budget

	FY2025 ACTUALS	FY2026 YTD	FY2026 PROJ	FY2026 BUDGET	FY2026 YTD/COMP	FY2027 BUDGET	% CHANGE FY2026
OPERATING REVENUE							
Electric Sales	\$26,447,442	\$20,789,216	\$27,120,258	\$26,203,700	79.34%	\$27,277,700	4.1%
Late Payment Revenue	\$107,806	\$83,689	\$105,162	\$115,000	72.77%	\$102,000	-11.3%
Miscellaneous Service Revenue	\$306,820	\$232,779	\$311,332	\$328,000	70.97%	\$303,000	-7.6%
TOTAL REVENUE	\$26,862,068	\$21,105,684	\$27,536,753	\$26,646,700	79.21%	\$27,682,700	3.9%
PURCHASED POWER	\$21,102,888	\$16,402,980	\$21,843,149	\$20,700,923	79.24%	\$21,730,920	5.0%
MARGIN	\$5,759,179	\$4,702,704	\$5,693,603	\$5,945,777	79.09%	\$5,951,781	0.1%
OPERATING AND MAINTENANCE EXPENSE	\$4,014,052	\$2,624,277	\$3,637,879	\$3,225,073	81.37%	\$3,591,935	11.4%
OTHER OPERATING EXPENSE							
Depreciation	\$1,428,344	\$1,142,017	\$1,526,563	\$1,410,000	80.99%	\$1,562,500	10.8%
Taxes and Tax Equivalents	\$1,269,597	\$949,296	\$1,271,543	\$1,260,000	75.34%	\$1,271,000	0.9%
Total	\$2,697,941	\$2,091,313	\$2,798,106	\$2,670,000	78.33%	\$2,833,500	6.1%
TOTAL OPERATING EXPENSES	\$6,711,993	\$4,715,590	\$6,435,985	\$5,895,073	79.99%	\$6,425,435	9.0%
REINVESTED EARNINGS							
Operating Income	-\$952,813	-\$12,886	-\$637,802	\$50,704	-25.41%	-\$473,654	-1034.2%
Other Income	\$168,819	\$76,571	\$96,474	\$175,225	43.70%	\$95,000	-45.8%
Total Misc. Income	-\$783,994	\$63,685	-\$541,328	\$225,929	28.19%	-\$378,654	-267.6%
Deductions	\$14,075	\$4,137	\$7,170	\$13,000	31.82%	\$8,000	-38.5%
Total Before Debt Expense	-\$798,069	\$59,549	-\$548,498	\$212,929	27.97%	-\$386,654	-281.6%
CUSTOMER DEPOSIT INTEREST EXPENSE	\$28,937	\$22,026	\$29,412	\$25,000	88.10%	\$30,000	20.0%
REINVESTED EARNINGS	-\$827,006	\$37,523	-\$577,909	\$187,929	19.97%	-\$416,654	-321.7%
AVAILABLE FOR CAPITAL PROJECTS	\$601,338	\$1,179,541	\$948,653	\$1,597,929	73.82%	\$1,145,846	-28.3%

Observations:

- OU projects FY2026 Revenue and Operating expenses to exceed the FY2026 budget, mainly due to electric sales and purchased power costs, respectively. TVA implemented a wholesale increase in October 2026 and that is the likely reason for the increase.
- OU projects to fall short of our budgeted net income due to increases in Operation and Maintenance expenses.
- OU projects a slight decrease in margin, and an increase in operating expenses. resulting in a decrease in Reinvested Earnings (Net Income) for FY2027 compared to the FY2026 budget
- Payment in Lieu of Tax contribution to the City is \$1,165,000/year
- Total Operating Expense is expected to increase in FY2027 compared to FY2026 budget
- OU-ED currently has no long-term debt obligation
- According to the OU rate consultant, a 4% rate increase is in FY27 to continue to maintain and invest in the distribution system at the level we have historically.
- Due to the rising cost of operation and maintenance expenses, which include labor, material and contracting services, our margins have been reduced over the last few years. Historically those funds were used for capital projects, including system upgrades and OH to UG conversions.

Use of Funds - FY2027



Observations:

- OU-ED's largest expense by far is the TVA Power Bill, which is 80% of all OU budgeted expenses (5 years ago the Power Bill was 74% of expenses)
- Capital projects make up 6% of OU-ED's FY2027 budget, which was as high as 10% of the budget 5 years ago. With the Margin between the revenue and TVA power bill becoming slimmer, less funding is available for O&M and Capital Expenses.
- Operation and Maintenance expenses are a combined 9.2% of the annual budget. OU will strive to reduce these expenses wherever possible, but it is important to invest monthly in the health and reliability of the electric system.

Capital Budget

A portion of OU-ED's budget is spent on capital investment. Capital work includes any improvement (or removal) that has a significant impact on the organization's plant value. Most of this work is related to routine system improvements and extensions or conversions. In FY2027, we project that OU-ED will require \$1,646,500 for capital work such as line extensions, routine distribution upgrades, and special, non-recurring electric capital. Below is a listing of the Capital Budget for FY2027. Should sales and income not meet projections, capital projects will be eliminated or postponed as needed to remain within budget.

FY2027 CAPITAL EXPENDITURES		
ITEM #	EXPENSE	BUDGET AMOUNT
1	OTR SUBSTATION VOLTAGE REGULATION PROJECT	\$1,400,000
2	OH/UG CONVERSIONS/UPGRADES/RELOCATIONS	\$120,000
3	SERVICE TRUCK	\$60,000
4	SKID STEER	\$50,000
5	COMPUTER REPLACEMENT (SERVER, ETC)	\$10,000
6	OFFICE BUILDING MAINTENANCE	\$3,000
7	OFFICE FURNITURE/EQUIPMENT	\$2,000
8	WAREHOUSE EQUIPMENT/TOOLS	\$1,500
GRAND TOTAL		\$1,646,500

Descriptions of Capital Projects

Each year, OU takes on capital projects to improve reliability and/or contribute to efficient electric operations. For FY2027, OU expects to have \$1,145,846 available for capital spending and proposed spending of \$1,646,500, which is a shortfall of approximately \$500,000. A rate increase is needed to supplement cash flow to meet this capital spending plan. These costs do not include the use of OU personnel and equipment. Labor and vehicle expenses are accounted for in the O&M or recurring capital budgets. The following is a description of the proposed capital projects listed above:

1. OTR SUBSTATION VOLTAGE REGULATOR PROJECT \$1,400,000

This capital expense will be used to complete voltage regulator project at the OTR Substation, which began in FY2026. The project will include the installation of 3 regulators for each electric circuit, for a total of 24 regulators. The purpose of the project is to stabilize system voltage which tends to swing during high demand months (summer and winter). These swings in voltage have a negative impact on customer's equipment and appliances.

2. OH/UG CONVERSIONS/UPGRADES/RELOCATIONS \$120,000

Upgrading the electric distribution system by relocating electric lines from overhead to underground is one of the highest priorities at OU, due to increased reliability, reduction of ROW issues, and customer satisfaction. Due to the high cost of undergrounding electrical infrastructure, the funding level available for these conversions will not have much of an impact on the system.

3. SERVICE TRUCK \$60,000
This expense will be used to replace an aging service truck that has become unreliable and are on the verge of disrepair.
4. SKID STEER \$50,000
This capital expense will be used to purchase a skid steer and attachments for bushhogging and pole-setting. We currently contract out these services and would like to begin handling them in-house.
5. COMPUTER REPLACEMENT (SERVER, ETC.) \$10,000
These funds are used to replace any computers (printers, etc.) that reach end of usable life.
6. BUILDING MAINTENANCE \$3,000
This item is needed when replacement of office chairs, desks, file cabinets or other furniture is required.
7. OFFICE FURNITURE/EQUIPMENT \$2,000
This item is needed when replacement of office chairs, desks, file cabinets or other furniture is required.
8. WAREHOUSE EQUIPMENT/TOOLS \$1,500
This item is in place should a need arise for a certain tool or equipment. Various types of tools are required for utility work, and technology is ever-advancing.

3. Consider electric retail rate adjustment. (Rob Neely)

As discussed during the Oxford Utilities Electric Division budget review session, a 4% retail rate adjustment is recommended for all customers. Oxford Utilities has not had a revenue positive local rate adjustment in over 17 years and are currently the 4th lowest rates in the TVA region of North Mississippi (28 utilities). This rate increase is needed due to multiple factors: 1) coming out of the COVID pandemic, electric material and equipment experienced a price increase of 3X-10X due to supply chain issues. We have absorbed these expenses for 5 years but now need an increase to continue and invest in the maintenance of the electric system. 2) Winter Storm Fern caused catastrophic damage to the electric system, totaling around \$4 million in damage, and depleted our cash reserves. 3) Additional funds are needed to fund capital expenses that are expected in the coming year (s), including OH to UG conversions, voltage regulation, demand response, etc. TVA has indicated that, if approved, they would be able to implement the new rate in July, 2026. I have included a breakdown of the impact of the rate adjustment on each customer class, both residential and commercial. The impact to the average residential customer (850 kWh) would be approximately \$4/month, or \$48/year.

Oxford Electric
With Fuel Cost Assumed after line losses
First Retail Rate Increase

Retail Rate Impact Analysis for Residential Class															
Average Monthly kWh	Current					Annual Total Bill		Proposed				Annual Total Bill	\$ Increase of Current	% Increase of Current	
	Customer Charge	Energy Bill (4 months each season)						Customer Charge	Energy Bill (4 months each season)						
		Summer	Winter	Transition	12 Mth Total				Summer	Winter	Transition				12 Mth Total
500	17.52	51.05	49.20	48.13	593	804		18.21	53.01	51.16	50.09	617	836	31.86	4.0%
850	17.52	86.78	83.63	81.81	1,009	1,219		18.21	90.12	86.97	85.15	1,049	1,267	48.37	4.0%
3,000	17.52	305.49	294.39	287.97	3,551	3,762		18.21	317.28	306.18	299.76	3,693	3,911	149.76	4.0%
</															

**CONTRACT AGREEMENT FOR
SECTION 5339 BUS & BUS FACILITIES PROGRAM
PUBLIC TRANSPORTATION**

**CONTRACT #503880
UEI# C6FVY2CCKGH6**

**GRANT # MS-34X013
FAIN # MS-2024-004-00**

**CFDA NO. 20.526
Federal Award Date: 9/16/2024**

This Contract Agreement is made by and between the Mississippi Transportation Commission, a body corporate of the State of Mississippi, acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation (hereinafter referred to as the DEPARTMENT), and **City of Oxford**, (hereinafter referred to as the CONTRACTOR), effective as of the date of latest execution below.

WHEREAS, the Section 5339 Bus and Bus Facilities Program was a discretionary grant program for bus transit projects. This program was repealed under Moving Ahead for Progress in the 21st Century (MAP-21) and replaced with the Section 5339 (49 U.S.C. 5339) Bus and Bus Facilities Formula Program; and

WHEREAS, the goals of the 5339 Bus and Bus Facilities Grant Program as amended, is to provide federal capital assistance to replace, rehabilitate, and purchase buses and related equipment; and to construct bus-related facilities for urban and non-urbanized transportation systems; and

WHEREAS, the CONTRACTOR has submitted to the DEPARTMENT an application for financial assistance to provide public transportation services to the residents of **Lafayette** County/ies, Mississippi, hereinafter referred to as the "PROJECT" as described in the project application for financial assistance; and

WHEREAS, the DEPARTMENT is authorizing the Contractor to incur project costs beginning, October 1, 2025, and ending September 30, 2027.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the DEPARTMENT and the CONTRACTOR hereby agree as follows:

Section 1. Purpose of Contract Agreement. The purpose of this Contract Agreement is to provide for the undertaking of the PROJECT by the CONTRACTOR as defined by Section 2 below and to state the terms, conditions and mutual understandings of the parties as to the manner in which the PROJECT will be undertaken and completed.

Section 2. Scope of Project. The CONTRACTOR shall undertake and complete the PROJECT as described in the Section 5339 Grant application submitted to the DEPARTMENT on behalf of **City of Oxford** as approved by the DEPARTMENT (said application is herewith incorporated herein as "**Exhibit A**" to this Contract Agreement by reference and made a part hereof as if fully copied herein in words and figures and is officially on file at the office of the DEPARTMENT) to administer a Transportation Project and provide public transportation service to the residents of **Lafayette** County/ies, Mississippi, in accordance with the applicable policies contained in the approved State Management Plan, as well as the terms and conditions of this Contract Agreement.

Section 3. Period of Performance. The CONTRACTOR shall commence, carry on, and complete the PROJECT within the time periods set forth below.

- a. Non-operating Expenditures. The period of performance for all expenditures under the PROJECT shall be from October 1, 2025, through September 30, 2027.

Section 4. Funding.

a. Project Funding

- (1) Funds to cover the federal share of this PROJECT'S cost are being provided through an appropriation authorized under Section 5339 of the Map-21 as amended, and it shall be the responsibility of the DEPARTMENT to obtain these funds from the Federal Transit Administration (hereinafter referred to as FTA). Failure of the DEPARTMENT to obtain these funds from the FTA shall result, upon notification by the DEPARTMENT to the CONTRACTOR, in termination of the contract. The CONTRACTOR shall initiate and pursue completion all actions necessary to enable the CONTRACTOR to provide its share of the Project costs. The CONTRACTOR'S share of the Project cost may range from 10% - 20% for capital, (minus revenue). The CONTRACTOR shall provide its share of the Project cost at or prior to the time that the DEPARTMENT determines that such funds are needed to meet Project costs.

- (2) **The maximum amount of Section 5339 funds payable to the CONTRACTOR for the work described in Section 2 (Scope of Project) shall be \$175,000.**

Cumulative dollar amount for ongoing awards \$0.00

FAIN Number(s) N/A

- (3) **Availability of Funds**

It is expressly understood and agreed that the obligation of the DEPARTMENT to proceed under any Contract or Agreement is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and/or the receipt of state and/or federal funds, as provided by Section 27-104-25, of the Mississippi Code.

a. Suspend and/or Stop Work: If at any time the funds anticipated for the fulfillment of this Contract or Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the DEPARTMENT for the performance of this Contract or Agreement, then this Contract or Agreement shall be suspended and/or a stop work order issued automatically without any notice to Consultant and/or CONTRACTOR or any surety, for a period not to exceed ten (10) business days, effective immediately upon the date that said funds are not available, without damage, penalty, cost, or expenses to the DEPARTMENT of any kind whatsoever. CONTRACTOR and/or Consultant are responsible for monitoring the actions of the Mississippi Legislature in its enactment, or its failure to enact, any budget appropriation for the Mississippi Department of Transportation for the

ensuing Fiscal Year, or, to monitor the Mississippi Department of Transportation website at, www.mdot.ms.gov.

In the event that said suspension or stop work is necessary, CONTRACTOR and/or Consultant shall take all necessary steps to minimize the incurrence of costs allocable to the suspension and/or stop work order, and advise all subcontractors and contractors to do the same. Upon expiration of the ten (10) business days, if said funds remain unavailable, then DEPARTMENT may, at its discretion, elect to terminate this contract, or to extend the suspension and/or stop work order of said Contract and/or Agreement.

If a suspension and/or stop work order is not canceled and the work covered by such suspension and/or order is terminated, the CONTRACTOR and/or Consultant may be paid for services rendered prior to the termination. In addition to payment for services rendered prior to the date of termination, the DEPARTMENT may be liable only for the costs, fees, and expenses, if any, for demobilization and close out of this Contract, based on actual time and expenses incurred by the CONTRACTOR and/or Consultant. In no event shall the DEPARTMENT be liable for lost profits or other consequential damages.

Or,

- b. **TERMINATION:** If at any time the funds anticipated for the fulfillment of this Contract or Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the DEPARTMENT for the performance of this Contract or Agreement, the DEPARTMENT shall have the right, upon ten (10) days written notice to the Contractor and/or Consultant, to terminate this Contract and/or Agreement without damage, penalty, cost, or expenses to the DEPARTMENT of any kind whatsoever. The effective date of termination shall be as specified in the notice or at the end of any fiscal funding period wherein the funds are not available.

In addition to payment for services rendered prior to the date of the termination, the DEPARTMENT may be liable only for the costs, fees, and expenses, if any, for demobilization and close out of this Contract, based on actual time and expenses incurred by the CONTRACTOR and/or Vendor. In no event shall the Commission be liable for lost profits or other consequential damages.

- b. Allowable Cost. Expenditures made by the CONTRACTOR shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. The expenditures must be:

- (1) Made in conformance with the Project description and the approved Project budget herewith incorporated by reference and set forth as **Exhibit B** and all other provisions of this Contract Agreement;
- (2) Necessary in order to accomplish the PROJECT;
- (3) Reasonable in amount for the goods or services purchased;
- (4) Actual net costs to the CONTRACTOR (net cost means the price paid minus any refunds, rebates, or other items of value received by the CONTRACTOR which have the effect of reducing the cost actually incurred);
- (5) Incurred and be for work performed after the date of this Contract Agreement;
- (6) In conformance with the standards for allowable costs and other requirements as set forth in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly referred to as the “Super Circular”) and all amendments thereto, incorporated herein by reference insofar as applicable hereto;
- (7) To the satisfaction of the DEPARTMENT;
- (8) Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the DEPARTMENT; and
- (9) All purchases must be made consistent with State Laws and Purchasing Procedures.
- (10) farebox revenue and contract revenue (excluding revenues derived from human service agency contracts), received by the CONTRACTOR for services provided under this program or for any other use of equipment purchased through this program. Allowable costs may include eligible costs that are paid by the CONTRACTOR using local contributions that are not required as a part of the match for this project. Local contributions may be added to funds committed to the project budget to further the purposes of the project.
- (11) Indirect Costs: An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:
 - a. The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;
 - b. The de minimis indirect cost rate.

c. The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with §200.405(d), and all amendments thereto, incorporated herein by reference insofar as applicable hereto;

(12) Indirect cost rate for the Federal award (including if the application of the de minimis rate) N/A

- c. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the CONTRACTOR or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges. Only those expenses which have already been paid by the CONTRACTOR shall be submitted for reimbursement.
- d. Certification Regarding Application and Budget. The CONTRACTOR acknowledges that the DEPARTMENT has relied upon the CONTRACTOR'S application and budget in making this grant award and executing this Agreement. The CONTRACTOR certifies that its application and budget are truthful, accurate and complete and that **all** revenues and expenses related to this project, irrespective of the source, are properly reflected on the CONTRACTOR'S application and the approved budget. The CONTRACTOR further acknowledges and agrees that any misstatement in the application or budget constitutes grounds for immediate termination and/or cancellation of this Agreement.
- e. Establishment and Maintenance of Accounting Records. The CONTRACTOR shall establish and maintain separate accounts for the PROJECT, either independently or within the existing accounting system, to be known as the Project Accounts. The accounts shall be capable of segregating, identifying and accumulating the allowable project costs.
- f. Payment. The DEPARTMENT will provide payments to the CONTRACTOR for allowable costs that have been paid by the CONTRACTOR when such costs are supported by a properly executed request for payment and related invoices. Payments, at the discretion of the DEPARTMENT, may be made in accordance with the advance payment request procedures as outlined in 2 CFR Part 1201 or the guidance provided by FTA Circular 5010.1, Grant Management Guidelines and any amendments thereto. The CONTRACTOR shall invoice the DEPARTMENT at least monthly but not more often than two (2) times in any one month for payment of costs incurred and deemed allowable as defined by Section 4(b). Reimbursement requests must be submitted in accordance with schedules that allow for payments to be approved by the Transportation Commission during regular meetings which are held routinely on the second and fourth Tuesday of each month.

The itemized request for payment, including invoices, shall be reviewed and approved by the MDOT staff. A retainage of at least five (5%) percent of the approved payment may be withheld until the PROJECT is completed, and the annual Statement of Revenues and Expenditures or, if applicable, an audit in accordance with 2 CFR Part 200 as amended, has been accepted, unless otherwise advised

in writing by the Executive Director. Any costs deemed ineligible for reimbursement by the DEPARTMENT in accordance with the terms and conditions of this Contract Agreement shall be deducted from the retainage before final payment is made or the DEPARTMENT may issue a formal written request for repayment. Any rejected or unaccepted costs shall be borne by the CONTRACTOR.

The CONTRACTOR agrees that reimbursement of any cost, in accordance with the indicated payment methods, does not constitute a final decision by the DEPARTMENT about the allowability of that cost and does not constitute a waiver of any violation by the CONTRACTOR of the terms of this agreement. The CONTRACTOR understands that a final determination concerning allowability will not be made until an audit of the project has been completed. If the DEPARTMENT determines that the contractor is not entitled to receive any part of the federal funds requested, the CONTRACTOR will be notified in writing. Close-out of this project will not alter the CONTRACTOR'S obligation to return any funds due to the DEPARTMENT as a result of later refunds, corrections or other transactions. Project close-out will not affect the DEPARTMENT'S right to disallow costs and recover funds on the basis of a later review or audit.

- g. E-Invoice and E-Payment PayMode This DEPARTMENT requires that all CONTRACTORS submit invoices electronically throughout the term of this agreement and/or contract. CONTRACTOR invoices shall be submitted to the DEPARTMENT using the processes and procedures identified by the DEPARTMENT, which are known and/or available to the CONTRACTOR. Procedures for new CONTRACTORS may be found in the MAAPP Manual in the Vendor File Maintenance sections 11.10.20, and in the related section on requirements for requesting an exemption from electronic payment found in section 11.10.30. CONTRACTOR understands that CONTRACTOR must be enrolled in PayMode e-payment module prior to being enrolled for e-invoicing, and agrees to same, unless CONTRACTOR has applied for and been granted, an exemption. CONTRACTOR may request assistance enrolling by contacting www.mmrs.state.ms.us or by calling the MMRS Call Center at (601) 359-1343. The CONTRACTOR agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. These payments shall be deposited in the bank account of the CONTRACTOR'S choice. CONTRACTOR understands that the DEPARTMENT is exempt from the payment of taxes. All payments shall be in United States Currency.

Payments pursuant to this award will be made for eligible costs documented by invoices for the equipment, work or services incurred in accomplishing project. Final payment will be made after review and approval by the DEPARTMENT of documentation of the completion of the PROJECT and/or any audit documents as may be applicable.

The DEPARTMENT reserves the right to amend or withdraw this award at any time prior to its acceptance by the CONTRACTOR.

- h. Disallowed Costs. In determining the amount of Federal assistance the DEPARTMENT will provide, the DEPARTMENT will exclude all PROJECT costs incurred by the CONTRACTOR prior to the date authorized by this Contract Agreement, and any costs attributable to goods or services received under a contract

or other arrangement which has not been concurred in or approved in writing by the DEPARTMENT.

i. Prohibition Against Use of Federal Funds for Lobbying.

1. The CONTRACTOR or any sub-recipient shall not use Federal assistance funds and funds provided by way of this contract for publicity or propaganda purposes designed to support or defeat legislation pending before Congress.
2. The CONTRACTOR agrees that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

j. Interest/Excess Payments. The following requirements apply to the CONTRACTOR:

Upon notice by the DEPARTMENT to the CONTRACTOR of specific amounts due, the CONTRACTOR shall promptly remit any excess payment of amounts or disallowed costs to the DEPARTMENT. Interest may be assessed from the time of notice and charged for any amounts due to the DEPARTMENT that are not paid as set forth in the State Management Plan.

k. Deobligation of Funds. The DEPARTMENT reserves the right to deobligated unspent funds prior to project close-out.

Section 5. Reports and Records.

- a. The CONTRACTOR shall advise the DEPARTMENT in writing regarding the progress of the PROJECT at such time and in such format as the DEPARTMENT may require, including but not limited to meetings and interim reports. The CONTRACTOR shall collect and submit to the DEPARTMENT at such time as the DEPARTMENT may require, such financial statements, data, records, contracts, and other documents related to the PROJECT as may be deemed necessary.
- b. The CONTRACTOR and subcontractors shall retain all records pertaining to this PROJECT for a period of three (3) years from the date of final payment by the DEPARTMENT to the CONTRACTOR. However, if any litigation or legal action, by or on behalf of the state and federal government has begun that is not completed at the end of the (3) year period, or of audit finding, litigation or legal action has not been resolved at the end of the (3) year period, the records shall be retained until resolution.

Section 6. Review / Audit, Inspection and Close-out.

- a. Contractors must prepare an annual Statement of Revenues and Expenditures for the current year ending September 30. The Statement of Revenues and Expenditures, along with a computation of Section 5339 funds due owed from the CONTRACTOR must be submitted in accordance with the guidance provided by the DEPARTMENT in order to adhere to FTA reporting requirements. Failure to submit the Statement of Revenues and Expenditures and the supporting documentation may result in the forfeiture of the retainage withheld by the Department.
- b. To the extent required, the CONTRACTOR shall cause an audit to be performed in accordance with 2 CFR Part 200 as amended and guidance provided by the DEPARTMENT. The audit report, if required, shall be submitted to the DEPARTMENT and the Federal Audit Clearinghouse within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the period of performance listed in Section 3. Failure to acquire and submit an audit to the DEPARTMENT, if and as required, will result in a finding of non-compliance and subsequently result in suspension of payments to the CONTRACTOR, forfeiture of retainage withheld by the DEPARTMENT, and will limit the ability of the DEPARTMENT to enter into subsequent contracts with the CONTRACTOR or sponsoring organization. At the discretion of the DEPARTMENT, any such retainage may be used to pay the cost of an audit or assessment of the project. Any retainage that subsequently remains may be released to the project upon approval by the DEPARTMENT.
- c. The CONTRACTOR shall permit and shall require third party contractors to permit the DEPARTMENT, the Comptroller General of the United States and the Secretary of the United States Department of Transportation or their authorized representatives to inspect all vehicles, facilities, equipment, materials, and supplies purchased by the CONTRACTOR as part of this project, all transportation services rendered by the CONTRACTOR by the use of such vehicles, facilities and equipment, and all relevant payrolls, project data and records. The CONTRACTOR shall also permit the above named representatives to audit the books, records and accounts of the CONTRACTOR pertaining to the Project.
- d. The CONTRACTOR agrees that any amounts to be refunded to the DEPARTMENT shall be repaid within 30 days of written notification by the DEPARTMENT. Failure to do so may result in delays or suspension of subsequent invoice payments. At a minimum, the following circumstances may result in requests for repayments/refunds:
 - (1) excess program generated income;
 - (2) excess contributed income;
 - (3) other excess income.
- e. Project close-out occurs when the DEPARTMENT notifies the CONTRACTOR in writing and forwards the final federal assistance payment or when the CONTRACTOR'S remittance of the proper refund or repayment has been acknowledged in writing by the DEPARTMENT.

Section 7. Contracts Under This Contract Agreement. Unless otherwise authorized in writing by the DEPARTMENT, the CONTRACTOR shall not assign any portion of the work to be performed under this contract agreement, or execute any contract amendment or change order

thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract agreement without the prior written concurrence of the DEPARTMENT.

- a. The Contractor shall insure that every subcontract includes any clauses required by the contract agreement, federal statutes and implementing regulations.
- b. All contracts for services will be developed in accordance with the FTA's requirements for competition and/or private sector participation as referenced in the guidance contained in Circular 4220.1F as amended entitled "Third Party Procurement".
- c. In no event shall this contract or equipment, materials and goods provided hereunder be treated as assets of the CONTRACTOR in any bankruptcy or similar proceeding.

Section 8. Purchase of Project Vehicles, Facilities and Equipment. The purchase of all Project vehicles and/or equipment financed in whole or in part pursuant to this Contract Agreement shall be in accordance with the applicable state and federal laws and procurement regulations, including state competitive bidding procedures and laws and specifications approved by the DEPARTMENT, the DEPARTMENT'S State Management Plan and will be consistent where applicable with the Common Grant Rule and/or 2 CFR Part 200 as amended), and Circular 4220.1F and any revisions thereof as applicable. The undersigned CONTRACTOR certifies its Procurement Compliance by the executed "Procurement Compliance" Certificate attached hereto and made a part of Exhibit A incorporated herein by reference.

- a. Vehicle Purchases. The DEPARTMENT or CONTRACTOR may purchase vehicles for the Project, using vehicle specifications approved by the DEPARTMENT for the purchase of new vehicles. These vehicles are to include buses, mini-buses, vans and other small vehicles in accordance with the CONTRACTOR'S approved application. All purchases are subject to prior approval of the DEPARTMENT, and must be in accordance with State purchasing laws and approved by the State Bureau of Purchasing. Vehicles purchased by the CONTRACTOR must be approved in writing in advance by the Executive Director of the DEPARTMENT.
- b. Other Equipment, Materials, Goods and Services. Other equipment, materials, goods, and services included in the approved application to be financed in whole or in part pursuant to this Contract Agreement may be procured by the CONTRACTOR in accordance with the above procedures and the following requirements:
 - (1) Specifications and Bid Advertisements. Equipment specifications shall be written so as not to unduly restrict competitive bidding. Equipment specification and advertisement for bid packages shall be approved by the DEPARTMENT prior to submission to prospective bidders.
 - (2) Award of Bids. The DEPARTMENT must concur in the award of bid to procure equipment for the Project made by the CONTRACTOR prior to the execution of an agreement between the CONTRACTOR and any bidder.
 - (3) All purchases must be made consistent with State laws and purchasing procedures and revised 2 CFR Part 200 as amended where appropriate.

- c. Real Property. In general the acquisition of real property shall be in accordance with procedures contained in the Departments State Management Plan and any subsequent specific procedures and requirements provided by the Department. The MDOT may confer with FTA concerning the specific requirements governing the acquisition, use or disposition of real property purchased with federal funds.

Section 9. Title to Project Equipment and Real Property. Title to Project equipment, land and facilities shall be in the CONTRACTOR'S name subject to the restrictions of use and disposition of the Project as set forth herein and in accordance with Section 10, 11 and 14 of this Contract Agreement. The DEPARTMENT shall be listed as first lienholder on and maintain all original titles to project equipment and one set of keys. If this Contract Agreement is terminated, title to Project vehicles shall become vested in the DEPARTMENT as first lien holder and the DEPARTMENT shall have the right to repossess the same.

a. The CONTRACTOR shall grant to the DEPARTMENT a security interest in the Project equipment through the execution of a security agreement in a form acceptable to the DEPARTMENT and by the filing of financing statements necessary to perfect that security interest, and in regard to vehicles purchased by the CONTRACTOR, under the terms of this Contract Agreement. The DEPARTMENT shall be listed as first lienholder on, and maintain all, original titles to vehicles purchased by the CONTRACTOR, under the terms of this Contract Agreement. A copy of the Security Agreement form, acceptable to the DEPARTMENT, is attached hereto as **Exhibit C.**

b. When real property is acquired and/or developed under the terms of this Contract Agreement, CONTRACTOR grants to the DEPARTMENT a security interest in the real property to secure CONTRACTOR'S performance of the terms of this Contract Agreement and shall perfect that security interest by executing a deed of trust and a notice of federal interest in a form acceptable to the DEPARTMENT and by filing that deed of trust in the land records of the county where the real property is located. At least ten days prior to the transfer of funds under the terms of this Contract Agreement for the acquisition and/or development of real property, the CONTRACTOR shall provide to the DEPARTMENT a title certificate from a licensed attorney to be selected by the DEPARTMENT showing that there are no encumbrances on the real property to be acquired and/or developed, and the CONTRACTOR shall have the title certificate updated immediately prior to the transfer of funds for the acquisition and/or development of the subject property. **(A copy of the Deed of Trust form, acceptable to the DEPARTMENT, is attached hereto as Exhibit D.) (A copy of the Notice of Federal Interest Form acceptable to the DEPARTMENT is attached hereto as Exhibit E.)**

c. In addition, when real property is acquired and/or development under the terms of this Contract Agreement, CONTRACTOR shall convey to the DEPARTMENT the CONTRACTOR'S executory power to transfer any interest in the real property until the CONTRACTOR has fulfilled its obligations under the terms of this Contract Agreement. The conveyance of the CONTRACTOR'S executory power shall be in a form acceptable to the DEPARTMENT. **(A copy of the Conveyance of Executory Power form, acceptable to the DEPARTMENT, is attached hereto as Exhibit F) which shall be duly recorded in the land records of the county.**

d. If the CONTRACTOR is a governmental entity, in lieu of b. and c. above, it agrees to execute a notice of federal/state interest. **(a copy of an acceptable form is attached hereto as Exhibit E.)**

Section 10. Use of Project Equipment and Real Property.

- a. The CONTRACTOR agrees that the Project equipment, land and facilities shall be used for the provision of transportation service within the area described in the Project description, or some other subsequently authorized area approved by the DEPARTMENT in accordance with Section 14 of this Contract Agreement for the duration of the Project. If, during the duration of the Project, any equipment or real property is not used in this manner or is withdrawn from transportation service for more than thirty (30) days, the CONTRACTOR shall notify the DEPARTMENT in writing and shall dispose of such equipment or real property in accordance with guidance by the DEPARTMENT and Section 14 of this Contract Agreement. The DEPARTMENT shall have the right to conduct periodic inspections for the purpose of confirming maintenance pursuant to this section.
- b. Sanctions for Non-Compliance. In the event of the CONTRACTOR'S non-compliance with the provisions of this section, the DEPARTMENT shall impose such sanctions as it may determine to be appropriate, including but not limited to:
 - (1) Withholding or discontinuing further reimbursements or funding, and/or;
 - (2) Cancellation, termination or suspension of the Contract Agreement in whole or in part.
- c. The CONTRACTOR shall keep satisfactory records with regard to the use of the PROJECT equipment and shall submit to the DEPARTMENT upon request such information as is required to assure compliance with Title 23 of the CFR.
- d. In accordance with 49 CFR, Part 605, as amended, the CONTRACTOR may use project equipment for the provision of school bus transportation, as long as such use is a modification of regular service to the general public and such use is not for exclusive school bus transportation to the exclusion of general public riders or represents unfair competition with private operators. The CONTRACTOR agrees to comply with the Charter rules described in 49 CFR, Part 604, as amended.
- e. The CONTRACTOR shall neither use nor permit the vehicles, property and equipment provided hereunder to be used for any illegal or unlawful purpose or otherwise subject the vehicles and equipment to confiscation. The CONTRACTOR agrees to reimburse the DEPARTMENT for the fair, retail market value in the event the vehicle and equipment are confiscated while in the possession or control of the CONTRACTOR, together with other such expenses or losses that the DEPARTMENT may incur as a result thereof. The CONTRACTOR further agrees not to permit the vehicles, property and equipment provided hereunder to be used in violation of any Federal, State or municipal/local statute, law, ordinance, rule or regulation applicable to the operation of the vehicles, property and equipment and will indemnify and hold the DEPARTMENT harmless from any and all fines, forfeitures and penalties assessed against such vehicles and equipment.

Section 11. Encumbrance of Project Equipment or Real Property. Except as provided in Section 9 of this Contract Agreement, the CONTRACTOR shall not execute any lease, pledge, mortgage, lien, or other contract (including a grant anticipation note or "Safe Harbor Lease" under Section 168(g)(8) of the Internal Revenue Code of 1954) touching or affecting the Federal interest in any Project facilities or equipment, nor shall it obligate itself in any other manner, with any third party

with respect to Project facilities for equipment, unless such lease, pledge, mortgage, lien, contract or other obligation is expressly authorized in writing by the DEPARTMENT; nor shall the CONTRACTOR, by any act or omission of any kind, adversely affect the Federal interest or impair its continuing control over the use of Project facilities or equipment.

Section 12. Records and Maintenance of Project Real Property and Equipment. For the duration of the PROJECT, the CONTRACTOR shall maintain the Project equipment and facilities at a high level of cleanliness, safety and mechanical soundness. The DEPARTMENT shall have the right to conduct periodic inspections for the purpose of confirming proper use and maintenance pursuant to this Section, and the approved program maintenance procedure. The CONTRACTOR must maintain a project equipment inventory and a formal maintenance program. Property records must include a description of the equipment, vehicle identification number, source, cost, acquisition date, percentage of federal participation, detailed maintenance records and any disposition data.

Section 13. Insurance. The CONTRACTOR shall obtain insurance adequate to protect the Project's property and equipment, as well as public liability insurance. The DEPARTMENT shall be named as loss payee for property and equipment purchased with Section 5339 funds. The CONTRACTOR shall submit evidence of such insurance coverage including documentation of the solicitation process annually to the DEPARTMENT or prior to beginning vehicle operations, and said coverage shall remain in effect at all times during the duration of the PROJECT.

The CONTRACTOR shall obtain and maintain at all times during the duration of the Project insurance coverages adequate to meet the appropriate requirement of the Mississippi Transportation Commission **or any successor agency**. In the absence of **these** requirements the following insurance coverages in the amounts apply:

Comprehensive general liability insurance in an amount not less than one million dollars (\$1,000,000.00), including coverage for blanket contractual liability, broad form property damage, personal injury and bodily injury (including illness, disease and death), and products/completed operations; and

Comprehensive automobile liability insurance, including hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000.00), covering bodily injury and death and property damage; and

Blanket employee fidelity bond insurance in an amount not less than fifty thousand dollars (\$50,000.00); and

Workers' compensation insurance in the amount required pursuant to the laws of the State of Mississippi.

All insurance policies required herein shall be issued by a reputable and substantial insurance company or companies licensed to do business in the State of Mississippi, and shall include an endorsement providing substantially as follows:

Insurer may not cancel this policy, modify or amend its terms or reduce coverage for a period of sixty (60) days after the Mississippi Department of Transportation has been notified by certified mail, return receipt requested, of the Insurer's intention to cancel, modify, amend or reduce the coverage.

The CONTRACTOR shall immediately notify the DEPARTMENT in writing of any notices from insurer concerning cancellation or reduction in insurance coverages.

The DEPARTMENT shall be named as loss payee for property and equipment purchased with Section 5339 funds. On or before the inception of the Period of Performance of this Contract Agreement, the CONTRACTOR shall deliver to the DEPARTMENT a Certificate or Certificates of Insurance, certifying the types and amounts of coverages required herein, the loss payee and the required endorsement.

Section 14. Disposition of Equipment and Real Property. The CONTRACTOR agrees that the Project equipment and property shall be used as described in Section 10 of this Contract Agreement and the approved State Management Plan. If, at any time during the duration of this Project, any real property or equipment with remaining useful life is not used as described above, the CONTRACTOR shall notify the DEPARTMENT in writing and after concurrence by the DEPARTMENT shall dispose of such real property or equipment in accordance with applicable laws and regulations and with the following procedures:

- a. Disposal of real property or equipment with remaining useful life requires written approval from the DEPARTMENT.
 - (1) If the equipment is transferred to another Section 5339 CONTRACTOR, the receiving CONTRACTOR shall be responsible for reimbursing the transferring CONTRACTOR its pro rata share of the current fair market value, based on the twenty percent (20%) local match ratio. The twenty percent (20%) local match shall be based on at least two (2) independent appraisals of the current fair market value. In the absence of independent appraisals value of the equipment shall be based on standard depreciation calculations.
 - (2) If the equipment or real property is approved to be sold, it shall be advertised and sold at the highest price obtainable at public sale or via sealed bids. All sales of property or equipment must be consistent with State laws. The DEPARTMENT may authorize the expenses of the sale to be deducted from the proceeds. The proceeds less than \$10,000 derived from the sale of real property or equipment may be retained by the CONTRACTOR as long as such proceeds are used to support the transportation project approved by the DEPARTMENT. If the proceeds are greater than \$10,000, then per 49 U.S.C. 5334(h)(4)(B), the CONTRACTOR may retain \$5,000 and the percentage of the local share in the original award of the remaining proceeds, with the remaining Federal share returned to FTA.
- b. To request disposal of real property or equipment that has reached its end of useful life, the CONTRACTOR must make a written request of a declaration of end of useful life to the DEPARTMENT. Requests for end of useful life must be made in such a manner and format as required by the DEPARTMENT in the approved program procedures manual or policy statements.
- c. The CONTRACTOR shall be responsible to the DEPARTMENT for full compliance with all provisions of State laws, 2 CFR Part 200 as amended and the "Common Grant Rule" for property disposition, and all other applicable laws, rules and regulations.

Section 15. Contract Changes. Modifications, changes or amendments to this Contract may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification or amendment of any term, provision or condition of this Contract must be in writing and signed by both parties hereto.

Section 16. Compliance with Applicable Laws, Regulations and Certifications. The CONTRACTOR shall, in providing these services, comply with all federal and state laws, licensing standards and other regulations applicable to the provision of these services, including, but not limited to, compliance with FTA Circular 9300.1B and all amendments and changes thereto.

Section 17. Responsibility for Claims and Liabilities. The CONTRACTOR shall indemnify, defend and hold harmless the DEPARTMENT and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense (including, but not limited to, any type of environmental claim, loss, damage cost charge or expense) arising out of any negligent act, actions, neglect or omission by the CONTRACTOR, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which DEPARTMENT or said parties may be subject.

CONTRACTOR'S obligation to indemnify, defend, and pay for the defense, or at the DEPARTMENT'S option, to participate and associate with the DEPARTMENT in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations shall be initiated by the DEPARTMENT'S notice of claim for indemnification to CONTRACTOR. The CONTRACTOR'S evaluation of liability, or its inability to evaluate liability, shall not excuse CONTRACTOR'S duty to defend. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the DEPARTMENT entirely responsible shall excuse performance of this provision by the CONTRACTOR. In such case DEPARTMENT shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the DEPARTMENT agrees to notify CONTRACTOR as soon as practicable after receipt or notice of any claim involving CONTRACTOR. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

The DEPARTMENT shall have no liability for any claim or claims or any threatened claim or threatened claims of any nature, including without limiting the generality of the foregoing provisions, consequential, special, or other damages.

Section 18. Disputes. Any dispute concerning a question of fact in connection with the PROJECT which is not disposed of by agreement shall be arbitrated by the Executive Director of the Department or such person as the Executive Director may designate on behalf of the Transportation Commission. The decision of the Executive Director or his/her designee shall be final and conclusive, unless within 15 days from the date of receipt of the decision, the CONTRACTOR submits a written request for review of the decision. In that event, the CONTRACTOR shall be provided an opportunity to be heard on the review and offer evidence in support of the CONTRACTOR'S position regarding the decision. The decision of the Executive Director on the review shall be final and conclusive unless determined by a court of competent jurisdiction to be unlawful for the reason it was not supported by any substantial evidence, was fraudulent or capricious. Until a final determination is made, the CONTRACTOR shall proceed forthwith with the performance of the CONTRACTOR'S duties under the contract pursuant to the Executive Director's decision.

Section 19. Termination of Contract Agreement. This Contract Agreement may be terminated at any time by mutual consent of both parties. The CONTRACTOR may terminate its participation in the PROJECT by notifying in writing and receiving the concurrence of the DEPARTMENT forty-five (45) days in advance of the termination. The DEPARTMENT may terminate the Contract Agreement by giving the CONTRACTOR fifteen (15) days advance written notice in the event of determination by the DEPARTMENT of nonperformance or any breach of any terms of the contract agreement by the CONTRACTOR. The DEPARTMENT, before issuing written notice of Contract Agreement termination, may allow the CONTRACTOR forty-five (45) days to correct the problems identified. If the DEPARTMENT makes the determination that this Contract Agreement should be terminated due to (a) insufficient performance, (b) a violation of Section 4 of this contract, or any other provision, or (c) a misuse of the funds or equipment provided under this Contract Agreement, then it is agreed that this Contract Agreement shall be terminated upon fifteen (15) days notice in writing from the DEPARTMENT to the CONTRACTOR. The CONTRACTOR shall be entitled to receive compensation for eligible expenses approved by the DEPARTMENT, prior to receiving the termination notice.

CONTRACTOR'S termination of any services heretofore approved through this Contract Agreement requires prior written notification to the DEPARTMENT and DEPARTMENT concurrence and that, at a minimum, CONTRACTOR shall provide thirty (30) days written notice of termination of services published in a newspaper having local circulation, and shall post on all Project vehicles and mail to subcontractors and provide to all passengers such written notice of termination of services.

The DEPARTMENT shall have the absolute right to terminate the project contract at any time, for any reason, and in such event the DEPARTMENT'S obligations and liability hereunder shall be limited solely to payment of any compensation due CONTRACTOR as stated in this Section.

Section 20. Interest of Members of or Delegates to Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract Agreement or to any benefit arising therefrom.

Section 21. Prohibited Interest. No member, officer, or employee of the DEPARTMENT or of the CONTRACTOR shall have any interest, direct or indirect, in this Contract Agreement or the proceeds therefrom.

Section 22. Identification of Documents. All published reports and other documents completed as a part of this Contract Agreement, other than documents exclusively for internal use by the parties hereto, must contain the following disclosure on the inside front cover:

“This document is disseminated under the sponsorship of the U.S. Department of Transportation in the interest of information exchange. The United States Government nor the Mississippi Department of Transportation assumes no liability for the contents or use thereof”.

Section 23. Public Notice Process for Fare/Service Changes. The CONTRACTOR agrees to develop and implement a process to inform the public prior to raising fares, restructuring or terminating transit services. Such a process must include at least the following:

- a. A thirty (30) day written prior notice must be published in at least one newspaper of general circulation, once each week for three consecutive weeks.

- b. Written notice posted daily for at least fifteen (15) days in locations visible to passengers on each vehicle that services the route.
- c. Notification of service change in media or formats that are accessible to ADA eligible riders that are certified by the Project's certification procedures. Notification must be made at least once each week for thirty (30) days.
- d. The DEPARTMENT must be advised in writing and provide written concurrence of any discontinuation of route or service type. Such notice should be provided forty-five (45) days in advance, but must be given at least thirty (30) days prior to the termination of service.
- e. Written notice of at least thirty (30) days must be given to all sub-contractors that have entered into a purchase of service agreement with the contractor.
- f. Service area expansions may be subject to notification and approval requirements of the Mississippi Public Service Commission.

Section 24. Civil Rights. During the performance of this Contract Agreement, the CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- a. Compliance with Regulations: The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended, the Regulations of the UNITED STATES DEPARTMENT of TRANSPORTATION (USDOT) relative to nondiscrimination in federally assisted programs (Title 49, Code of Federal Regulations, Part 21, 23 and 25-28, as amended, hereinafter referred to as the REGULATIONS), and Assurances pursuant thereto which are herein incorporated by reference and made a part of this contract.
- b. Nondiscrimination: The CONTRACTOR, with regard to the work performed during the contract, shall not discriminate on the grounds of sex, age, race, religion, color, disability or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Part 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Subcontract, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR'S obligations under this Contract Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, or sex.
- d. Information and Reports: The CONTRACTOR shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the DEPARTMENT or FTA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a CONTRACTOR is in the exclusive

possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the DEPARTMENT or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.

- e. Sanctions for Non-compliance: In the event the CONTRACTOR'S non-compliance with the nondiscrimination provisions of this Contract Agreement, the DEPARTMENT shall impose such contract sanctions as provided by law and as it or FTA may determine to be appropriate, including, but not limited to:
 - (1) withholding or discontinuing further reimbursements, other funding and/or
 - (2) cancellation, termination or suspension of the Contract Agreement, in whole or in part.
- f. Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraph (a) through (e) of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the DEPARTMENT or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the DEPARTMENT, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.
- g. Disadvantaged Business Enterprise (DBE). It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 CFR, Part 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the "Mississippi Department of Transportation's Disadvantage Business Enterprise Programs for United States Department of Transportation Assisted Contracts".

Neither the CONTRACTOR nor any sub-recipient or sub-contractor shall discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONTRACTOR to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate. The following provisions are applicable:

- (1) The CONTRACTOR shall be responsible for meeting the applicable regulations regarding participation by Disadvantaged Business Enterprises (DBE) in the Department of Transportation programs set forth in 49 CFR, Part 26, or any revision or supplement thereto. Pursuant to the requirements of 49 CFR, Part 26, the following statements regarding disadvantage business enterprises are included in, and made a part of this Contract Agreement:

- (a) Policy. It is the policy of the United States Department of Transportation (USDOT) and the DEPARTMENT that disadvantaged business enterprises as defined in 49 CFR, Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Contract Agreement. Consequently the DBE requirements of 49 CFR, Part 26 apply to this Contract Agreement.
- (b) DBE Obligation. The DEPARTMENT and the CONTRACTOR agree to ensure that disadvantaged business enterprises as defined in 49 CFR, Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds provided under this contract agreement.

In this regard the DEPARTMENT and the CONTRACTOR shall take all necessary and reasonable steps in accordance with 49 CFR, Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts that relate to this Contract Agreement. The DEPARTMENT and CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts using Section 5339 funds.

- (2) As a condition of assistance, the DEPARTMENT has submitted and received approval of a Disadvantaged Business Enterprise Program (DBE), that was developed consistent with guidance contained in the Federal Register 49 CFR, Part 26 "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs; Final Rule", dated February 2, 1999 subsequent revision dated April 9, 2024 herewith incorporated by reference and all amendments thereto, insofar as applicable hereto. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance contact agreement. Upon notification to the CONTRACTOR of its failure to carry out the approved program, the DEPARTMENT shall impose such sanctions as noted in 49 CFR, Part 26, which sanctions may include termination of the agreement or contract by the CONTRACTOR or such remedy as the CONTRACTOR deems appropriate.
- (3) The CONTRACTOR shall advise each recipient, contractor, and subcontractor that failure to carry out the requirements set forth in 49 CFR, Part 26 shall constitute a breach of contract and, after the notification to the DEPARTMENT, may result in termination of the agreement or contract by the CONTRACTOR or such remedy as the CONTRACTOR deems appropriate.
- (4) The CONTRACTOR shall take action concerning DBEs as follows:
 - (a) The CONTRACTOR shall not exclude DBEs from participation in business opportunities by entering into long-term, exclusive agreements with non-DBEs for operation of major transportation-related activities, for the provision of goods and services to the facility or to the public on the facility.

- (b) A CONTRACTOR that is required to submit affirmative action programs under 49 CFR, Part 26 that has business opportunities for leases shall submit to the DEPARTMENT for approval their programs' overall goals for the participation as lessees of firms owned and controlled by disadvantaged persons. These goals shall be for a specified period of time and shall be based on the factors listed in 49 CFR, Part 26. The CONTRACTOR shall review these goals at least annually, and whenever the goals expire. The review shall analyze projected versus actual DBE participation during the period covered by the review and any changes in factual circumstances affecting the selection of goals. Following each review, the CONTRACTOR shall submit new overall goals to the DEPARTMENT for approval. A CONTRACTOR that fails to meet its goals for DBE lessees shall demonstrate to the DEPARTMENT in writing that it made reasonable efforts to meet the goals.
- (c) Except as provided in this section, the CONTRACTOR is required to include lessees in affirmative action programs. Lessees themselves are not subject to the requirements of the Part 26, except for the objective of 49 CFR, Part 26 to avoid discrimination against DBEs.

Section 25. Equal Employment Opportunity. In connection with the execution of this Contract Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex age, disability, or national origin. The CONTRACTOR shall comply with Executive Order 11246 as amended by Executive Order 11375, and as supplemented by DOL regulations (41 CFR, Part 60) and shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex age, disability, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

Section 26. Section 504 and ADA Requirements. The CONTRACTOR shall comply with all the requirements imposed by Section 504 of the Rehabilitation Act of 1973 (P.L. 93.112, 29 U.S.C. 794 et seq.); the Americans with Disabilities Act of 1990 (P.L. 101-336, 42 U.S.C 12101 -12213), the Regulations of the United States Department of Transportation issued thereunder (49 CFR, Part 27), the Americans with Disabilities Act of 1990 (ADA) (49 CFR, Parts 27, 37 and 38) and the Assurance by the CONTRACTOR pursuant thereto including any amendments.

Section 27. Immigration Reform and Control Act of 1986. *CONTRACTOR represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. CONTRACTOR agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. CONTRACTOR further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all*

*immigration laws of the State of Mississippi. CONTRACTOR understands and agrees that any breach of these warranties may subject CONTRACTOR to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to CONTRACTOR by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, CONTRACTOR would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit. As of July 1, 2008, the CONTRACTOR is required to provide to the Mississippi Department of Transportation ("MDOT") a Certification and Agreement (**Exhibit H**) prior to the execution of the contract. The CONTRACTOR is solely responsible for compliance with the requirements of the Mississippi Employment Protection Act.*

It is agreed by the parties that no person employed by the CONTRACTOR pursuant to the provisions hereof will be considered an agent or employee of the DEPARTMENT or the Mississippi Department of Transportation.

It is further agreed by the parties that no provision of this Agreement is intended nor shall it be construed to give rise to a third party beneficiary claim on the person or entity not a party hereto.

Section 28. Section 13(c) Labor Standards. In connection with the execution of this contract, the CONTRACTOR shall protect the interest of employees affected by federal assistance as part of the Project, as provided by Section 13(c) of the Federal Transit Act of 1991, and Section 49 U.S.C. 5333 (b), and the assurance by the CONTRACTOR pursuant thereto. The CONTRACTOR shall be financially responsible for the application of the conditions of Section 13(c).

Section 29. Other Labor Provisions. The CONTRACTOR shall be responsible for meeting the statutory and regulatory provisions of the "Contract Work Hours and Safety Standards Act", including, but not limited to meeting the statutory requirements of 40 U.S. C. 3701 et seq. and 40 U.S.C. 3141 et seq. as amended and regulations set forth at 29 CFR Parts 4, 5, 6 and 70 through 240, as amended for non-construction contracts of \$2,500 or more that involve the employment of mechanics or laborers. Pursuant to the requirements of 40 U.S.C. 3701 et seq., as amended 40 U.S.C. 3141 et seq. as amended and the regulations set forth at 29 CFR Parts 4, 5, 6 and 70 through 240, as amended, the following statements are made part of this Contract Agreement:

a. Overtime Requirements. No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

b. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, the CONTRACTOR and any subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages which shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR, Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5.

c. Withholding for Unpaid Wages and Liquidated Damages. USDOT or the recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any monies payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR, Section 5.5.

d. Non-construction Grants. The CONTRACTOR or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the recipient shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the CONTRACTOR or subcontractor for inspection, copying, or transcription by authorized representatives of USDOT and the Department of Labor, and the CONTRACTOR or subcontractor will permit such representatives to interview employees during working hours on the job.

e. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs a. through e. of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs a. through e. of this paragraph.

f. Furthermore, the CONTRACTOR is responsible for providing Worker's Compensation for its employees.

Section 30 Environmental Regulation. The CONTRACTOR agrees (on projects with cost in excess of \$100,000) to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368, Executive Order 11738 and Environmental Protection Agency regulations (40 CFR) and any amendments thereto. All violations shall be reported to the DEPARTMENT and to the U.S.E.P.A. Assistant Administrator for enforcement (EN-329).

Section 31. Energy Efficiency. The CONTRACTOR agrees to recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163) and any amendments thereto.

Section 32. Settlement of Third Party Contract Disputes or Breaches. FTA has a vested interest in the settlement of disputes, defaults, or breaches involving Section 5339 federally assisted third party contracts. FTA retains a right to a proportionate share, based on the percentage of the federal share committed to the Project, of any proceeds derived from any third party recovery. Therefore, the CONTRACTOR shall avail itself of all legal rights available under any third party contract. The CONTRACTOR shall notify the DEPARTMENT of any current or prospective litigation pertaining to any third party contract. The DEPARTMENT and FTA reserves the right to concur in

any compromise or settlement of the CONTRACTOR'S claim(s) involving any third party contract, before making Federal assistance available to support that settlement. If the third party contract contains a liquidated damages provision, any liquidated damages recovered shall be credited to the Project account involved unless the DEPARTMENT and FTA permit otherwise.

Section 33. Private Sector Participation. The CONTRACTOR agrees to abide by the private sector participation guidance contained in the FTA's private sector policy of October 22, 1984 and any amendments thereto, and the DEPARTMENT'S State Management Plan to ensure that private for-profit, private non-profit and other public agencies are provided reasonable notice to present their views concerning local plans, program and projects.

- a. The CONTRACTOR shall provide information necessary for the DEPARTMENT to make the required assurance to the FTA; and
- b. The CONTRACTOR must develop and implement a local private sector participation procedure that includes defined complaint procedures and is consistent with the requirements of the DEPARTMENT'S State Management Plan.

Section 34. Ethics. The CONTRACTOR shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds. Such code or standards shall provide that no employee, officer, or agent of the CONTRACTOR shall participate in the selection, or in the award, or in the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- a. the employee, officer, or agent;
- b. any member of his or her immediate family;
- c. his or her partner; or
- d. an organization that employs, or is to employ, any of the above.

The code or standards shall also provide that the CONTRACTOR'S officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from subcontractors, potential subcontractors, or parties to the subcontracts. The CONTRACTOR may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State, Federal or local law, policies, rules and regulations, such code or standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such code or standards by the CONTRACTOR'S officers, employees, or agents, or by subcontractors or their agents.

Section 35. Effective Date. The effective date of this Contract Agreement shall be the date identified in the period of performance as defined in Section 3 of this contract agreement.

Section 36. Bonding. Along with this contract, the applicant shall file with the DEPARTMENT a copy of its Fidelity Bond or a Certified Letter acknowledging that a Fidelity Bond is in effect covering the CONTRACTOR against the loss of money and securities or other properties in the amount of at least \$50,000, prior to the inception of this Contract Agreement.

Section 37. Certification Regarding Suspension and Debarment. The undersigned CONTRACTOR certifies herein and by Certification attached hereto as part of Exhibit A and incorporated herein by reference to the best of his or her knowledge and belief that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Section 38. Certification Regarding Lobbying.

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

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

Section 39. Governing Law. This Contract Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in a court of competent jurisdiction in Hinds County, State of Mississippi. CONTRACTOR expressly agrees that under no circumstances shall the DEPARTMENT be obligated to pay an attorney's fee for the cost of legal action to or on behalf of the CONTRACTOR.

Section 40. Program Fraud and False or Fraudulent Statements or Related Acts.

a. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 *et seq.* and U. S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of this Contract Agreement, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

b. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the DEPARTMENT or the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307 as amended, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307 as amended on the CONTRACTOR, to the extent the Federal Government deems appropriate.

c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Section 41. Federal Changes. CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract Agreement, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR'S failure to comply shall constitute a material breach of this contract.

Section 42. Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and conditions required by USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in the most current version of FTA Circular 4220.1F, dated March 13, 2013 as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any DEPARTMENT requests which would cause the CONTRACTOR to be in violation of the FTA terms and conditions.

Section 43. State and Local Law Disclaimer. Since many of the clauses which are suggested for use by the CONTRACTOR in its procurement documents are affected by both state and federal law requirements, the CONTRACTOR understands that it should consult with its attorney

in order to assure appropriate legal guidance regarding the preparation and wording of any of the legal documents it enters pursuant to this Contract Agreement, including, but not limited to, its procurement documents.

Section 44. Substance Abuse. The CONTRACTOR agrees to comply with Federal Transit Administration regulations concerning substance abuse as follows:

- a. The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR, Parts 655 as amended, produce any documentation necessary to establish its compliance and permit any authorized representative of the Department of the USDOT or the DEPARTMENT to inspect the facilities and records associated with the implementation of the program as required under 49 CFR, 655.
- b. The CONTRACTOR further agrees to certify annually its compliance with 49 CFR 655 at such time and in such format as the DEPARTMENT may require.

Section 45. Certifications and Assurances. Certifications and Assurances executed by the CONTRACTOR are attached hereto as a part of Exhibit A (attached hereto and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures).

Section 46. No Government Obligation to Third Parties. The CONTRACTOR acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in our approval of the solicitation or award of the underlying contract:

- a. Absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities of the CONTRACT pertaining to any matter resulting from the underlying contract.
- b. The CONTRACTOR agrees to include the above clause in each subcontract funded in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor.

Section 47. Buy America. The CONTRACTOR agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, as amended, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 70 percent domestic content.

A bidder or offeror must submit to the CONTRACTOR the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

Section 48. Charter Service Operations. The CONTRACTOR agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, as amended, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except

under one of the exceptions at 49 C.F.R. 604.9. Any charter service provided under one of the exceptions must be “incidental,” it must not interfere with or detract from the provision of mass transportation.

Section 49. School Bus Operations. Pursuant to 49 U.S.C. 5323(f) and 49 C.F.R. Part 605, as amended, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

Section 50. Recycled Products-Recovered Materials. The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 13693, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Section 51. Notification of Federal Participation. To the extent required by law, in the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of \$500,000 or more, the CONTRACTOR agrees to specify the amount of Federal assistance intended to be used to finance that acquisition and to express that amount of that Federal assistance as a percentage of the total cost of that third party contract.

Section 52. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

The CONTRACTOR is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - b. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or

the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

d. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

Section 53. Seat Belt Use

The CONTRACTOR agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel. that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and (2) Including a "Seat Belt Use" provision in each third party agreement related to the Award."

Section 53. Distracted Driving, Including Text Messaging While Driving

The CONTRACTOR agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

1. Safety. The CONTRACTOR agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;
2. Recipient Size. The CONTRACTOR agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and
3. Extension of Provision. The CONTRACTOR agrees to include the preceding Special Provision of section 34(b)(3)(i) – (ii) of this Master Agreement in its third-party agreements, and encourage its Third-Party Participants to comply with this Special Provision, and include this Special Provision in each third-party sub-agreement at each tier supported with federal assistance

Section 52. Entire Agreement. This contract constitutes the sole and entire Agreement between the DEPARTMENT and the CONTRACTOR with respect to the project hereof and supersedes any and all prior agreements, discussions and negotiations between the DEPARTMENT and the CONTRACTOR.

IN WITNESS WHEREOF, this Contract Agreement has been executed by the DEPARTMENT, an agency of the State of Mississippi, and by the CONTRACTOR, and is the requisite authorization for the individuals executing this contract agreement to execute and bind the parties hereto.

City of Oxford
2025-2027 5339
Contract Agreement # 503880
\$175,000

Executive Director

Date

Typed/Printed Name

Attest

Date

Typed/Printed Name

MISSISSIPPI TRANSPORTATION COMMISSION

By the duly authorized Executive Director of the Mississippi Department of Transportation

Brad White
Executive Director
Mississippi Department of Transportation

Date

Book # 24 Page # 205

Attest

Date

Typed/Printed Name



December 15, 2025

Mrs. Donna Zampella, General Manager
City of Oxford
409 McElroy Drive
Oxford, MS 38655

Dear Mrs. Zampella:

SUBJECT: NOTICE TO PROCEED/MDOT/5339-CONTRACT 503880
UEI # C6FVY2CCKGH6

We are pleased to inform you that your organization has been approved as a Section 5339 contractor for the 2025-2026 project year. Enclosed for review and signatures are three originals of the referenced contract agreement. This agreement authorizes expenses to be incurred consistent with attached approved project budget, which contains a maximum of **\$175,000** from Section 5339 Program funds.

A thorough review of this agreement is recommended to ensure your understanding of all contract clauses. The below Exhibits C through F are also attached to the contract agreement as examples. **The Exhibit H below must be returned with original signature. Please ensure that all applicable information is completed on the documents based on the noted explanations and returned with the signed agreements.**

1. **Exhibit C** Security Agreement is applicable to all vehicles and other equipment with a current fair market value of \$5,000 or more purchased on or after October 1, 2008. This agreement is applicable to all Section 5310, 5311 and 5339 contractors. **(completed upon delivery of vehicles and purchase of equipment)**
2. **Exhibit D** Deed of Trust is applicable to all real property (i.e. facilities/land) acquired or renovated with FTA funds. Execution of this document is required for non-governmental contractors that have FTA funded facilities and land.
3. **Exhibit E** Notice of Federal Interest is applicable to all real property (i.e. facilities) acquired or renovated with FTA funds. Execution of this document is required for governmental/tribal contractors that have FTA funded facilities and land.
4. **Exhibit F** Conveyance of Executory Powers would be filed in the county land records and is intended to prevent the encumbrance or sale of any land or facilities purchased or developed with funds awarded by the Department without the express consent of the Department. Execution of this document is also required for contractors that have FTA funded facilities.

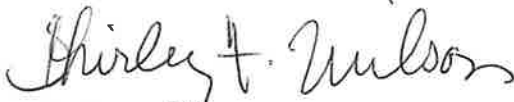
MDOT/5339
City of Oxford
Contract #503880
UEI# C6FVY2CCKGH6
\$175,000
Page 2

5. **Exhibit H** EEV Certification and Agreement – This document is to be completed by all FTA funded sub- recipients certifying compliance with Senate Bill 2988 from the 2008 MS Legislative Session. By signing this document you certify compliance with the Mississippi Employment Protection Act as published in the law.

We are requesting that all the **signed** documents are returned to us no later than **Friday, January 9, 2026**. Your attention is called to the contract number assigned to this project. All correspondence submitted to us concerning this project should include this number as part of the subject line.

If you have questions or require additional assistance, please contact Mrs. Patricia Comachio or me by telephone at (601) 359-7800, by fax at (601) 359-7777 or via e-mail @ swilson@mdot.ms.gov.

Sincerely,



Shirley F. Wilson
Public Transit Director

SFW:ma

Enclosures

City of Oxford

5339 Bus And Bus Facilities Program

Program Year: October 1, 2025 to September 30, 2026

FAIN MS-2024-004-00

MS-34-X013

Project #
503880

Project #	33880	Local	Federal
		Match	Funds

Julian

106 of 189



THE CITY OF
OXFORD
MEMORANDUM

To: Board of Aldermen
From: Mark Levy, Director of Special Projects
CC: Hollis Green, Chief Operating Officer; Garrett Black, Asst. Project Manager
Date: June 2, 2026
Re: Request permission to accept proposal from Jubilee Décor for the Walk of Lights Expansion Phase Two project.

On May 7, 2026, the City of Oxford received four (4) proposals for the second expansion of the Walk of Lights at mTrade Park. A selection committee comprised of staff from mTrade Park, Visit Oxford, and the City Clerk's office evaluated and rated the proposals based on the rubric included in the RFP documents. The average scores are as follows:

- Jubilee Decor cumulative score 4.76
- DNE Creative cumulative score 3.88
- Be the Light cumulative score 2.33
- Shine Creations cumulative score 2.68

Staff recommends accepting the proposal from Jubilee Décor for the Walk of Lights Expansion 2 project.

Enclosure (1):

RFP Scoresheets

Enclosure (2):

Jubilee Décor Proposal

RFP ANALYSIS FOR WALK OF LIGHTS 2026

Name of Scorer: Alec Vaughn

Use this scale to rate each competitor: 5 - EXCELLENT 4 - GOOD 3 - ACCEPTABLE 2 - WEAK 1 - UNACCEPTABLE

CRITERION	WEIGHT %	JUBLIEE DECOR SCORE	JUBLIEE DECOR WEIGHTED	DNE CREATIVE SCORE	DNE CREATIVE WEIGHTED	BE THE LIGHT SCORE	BE THE LIGHT WEIGHTED	SHINE CREATIONS SCORE	SHINE CREATIONS WEIGHTED
EXPERIENCE/PAST PERFORMANCE*	17.5%	5.0	0.88	4.0	0.70	2.0	0.35	3.5	0.61
INSTALL/TAKEDOWN*	17.5%	5.0	0.88	4.5	0.79	2.0	0.35	4.0	0.70
PROPOSAL/WORK PLAN	32.5%	5.0	1.63	4.5	1.46	1.0	0.33	4.0	1.30
PRICE	32.5%	4.5	1.46	5.0	1.63	4.0	1.30	4.5	1.46
TOTAL SCORE:	100.0%		4.84		4.58		2.33		4.08

*Technically in the RFP both of these were in one bullet point. Their weight combined equals 35% which is what was specified in the RFP

RFP ANALYSIS FOR WALK OF LIGHTS 2026

Name of Scorer: Leah Veazey

Use this scale to rate each competitor: 5 - EXCELLENT 4 - GOOD 3 - ACCEPTABLE 2 - WEAK 1 - UNACCEPTABLE											
CRITERION	WEIGHT %	JUBLIEE DECOR SCORE	JUBLIEE DECOR WEIGHTED	DNE CREATIVE SCORE	DNE CREATIVE WEIGHTED	BE THE LIGHT SCORE	BE THE LIGHT WEIGHTED	SHINE CREATIONS SCORE	SHINE CREATIONS WEIGHTED		
EXPERIENCE/PAST PERFORMANCE*	17.5%	5.0	0.88	1.0	0.18	1.0	0.18	1.0	0.18		
INSTALL/TAKEDOWN*	17.5%	4.0	0.70	3.0	0.53	2.0	0.35	1.0	0.18		
PROPOSAL/WORK PLAN	32.5%	5.0	1.63	4.0	1.30	3.0	0.98	2.0	0.65		
PRICE	32.5%	4.0	1.30	5.0	1.63	4.0	1.30	4.0	1.30		
TOTAL SCORE:	100.0%		4.50		3.63		2.80		2.30		

*Technically in the RFP both of these were in one bullet point. Their weight combined equals 35% which is what was specified in the RFP

RFP ANALYSIS FOR WALK OF LIGHTS 2026

Name of Scorer: Kaleb Joyner

Use this scale to rate each competitor: 5 - EXCELLENT

4 - GOOD

3 - ACCEPTABLE

2 - WEAK

1 - UNACCEPTABLE

CRITERION	WEIGHT %	JUBLIEE DECOR SCORE	JUBLIEE DECOR WEIGHTED	DNE CREATIVE SCORE	DNE CREATIVE WEIGHTED	BE THE LIGHT SCORE	BE THE LIGHT WEIGHTED	SHINE CREATIONS SCORE	SHINE CREATIONS WEIGHTED
EXPERIENCE/PAST PERFORMANCE*	17.5%	5.0	0.88	4.0	0.70	1.0	0.18	1.0	0.18
INSTALL/TAKEDOWN*	17.5%	5.0	0.88	5.0	0.88	1.0	0.18	1.0	0.18
PROPOSAL/WORK PLAN	32.5%	5.0	1.63	4.0	1.30	1.0	0.33	3.0	0.98
PRICE	32.5%	5.0	1.63	3.0	0.98	3.0	0.98	3.0	0.98
TOTAL SCORE:	100.0%		5.00		3.85		1.65		2.30

*Technically in the RFP both of these were in one bullet point. Their weight combined equals 35% which is what was specified in the RFP

RFP ANALYSIS FOR WALK OF LIGHTS 2026

Leslie
McCormick

Name of Scorer:

Use this scale to rate each competitor: 5 - EXCELLENT 4 - GOOD 3 - ACCEPTABLE 2 - WEAK 1 - UNACCEPTABLE											
CRITERION	WEIGHT %	JUBLIEE DECOR SCORE	JUBLIEE DECOR WEIGHTED	DNE CREATIVE SCORE	DNE CREATIVE WEIGHTED	BE THE LIGHT SCORE	BE THE LIGHT WEIGHTED	SHINE CREATIONS SCORE	SHINE CREATIONS WEIGHTED		
EXPERIENCE/PAST PERFORMANCE*	17.5%	5.0	0.88	4.0	0.70	1.0	0.18	2.0	0.35		
INSTALL/TAKEDOWN*	17.5%	5.0	0.88	3.0	0.53	1.0	0.18	2.0	0.35		
PROPOSAL/WORK PLAN	32.5%	5.0	1.63	4.0	1.30	1.0	0.33	4.0	1.30		
PRICE	32.5%	3.0	0.98	5.0	1.63	4.0	1.30	3.0	0.98		
TOTAL SCORE:	100.0%		4.35		4.15		1.98		2.98		

*Technically in the RFP both of these were in one bullet point. Their weight combined equals 35% which is what was specified in the RFP

RFP ANALYSIS FOR WALK OF LIGHTS 2026

Name of Scorer: Clay Brownlee

Use this scale to rate each competitor: 5 - EXCELLENT

4 - GOOD

3 - ACCEPTABLE

2 - WEAK

1 - UNACCEPTABLE

CRITERION	WEIGHT %	JUBLIEE DECOR SCORE	JUBLIEE DECOR WEIGHTED	DNE CREATIVE SCORE	DNE CREATIVE WEIGHTED	BE THE LIGHT SCORE	BE THE LIGHT WEIGHTED	SHINE CREATIONS SCORE	SHINE CREATIONS WEIGHTED
EXPERIENCE/PAST PERFORMANCE*	17.5%	5.0	0.88	4.0	0.70	4.0	0.70	4.0	0.70
INSTALL/TAKEDOWN*	17.5%	5.0	0.88	4.0	0.70	5.0	0.88	3.0	0.53
PROPOSAL/WORK PLAN	32.5%	5.0	1.63	2.0	0.65	3.0	0.98	2.0	0.65
PRICE	32.5%	5.0	1.63	2.0	0.65	3.0	0.98	2.0	0.65
TOTAL SCORE:	100.0%		5.00		2.70		3.53		2.53

*Technically in the RFP both of these were in one bullet point. Their weight combined equals 35% which is what was specified in the RFP

RFP ANALYSIS FOR WALK OF LIGHTS 2026

Name of Scorer: **KINNEY FERRIS**

Use this scale to rate each competitor: 5 - EXCELLENT 4 - GOOD 3 - ACCEPTABLE 2 - WEAK 1 - UNACCEPTABLE										
CRITERION	WEIGHT %	JUBLIEE DECOR SCORE	JUBLIEE DECOR WEIGHTED	DNE CREATIVE SCORE	DNE CREATIVE WEIGHTED	BE THE LIGHT SCORE	BE THE LIGHT WEIGHTED	SHINE CREATIONS SCORE	SHINE CREATIONS WEIGHTED	
EXPERIENCE/PAST PERFORMANCE*	17.5%	5.0	0.88	4.0	0.70	4.0	0.70	4.0	0.70	
INSTALL/TAKEDOWN*	17.5%	5.0	0.88	4.0	0.70	2.0	0.35	4.0	0.70	
PROPOSAL/WORK PLAN	32.5%	5.0	1.63	5.0	1.63	2.0	0.65	2.0	0.65	
PRICE	32.5%	5.0	1.63	4.0	1.30	2.0	0.65	2.0	0.65	
TOTAL SCORE:	100.0%		5.00		4.33		2.35		2.70	

*Technically in the RFP both of these were in one bullet point. Their weight combined equals 35% which is what was specified in the RFP

RFP ANALYSIS FOR WALK OF LIGHTS 2026

Name of Scorer: Nadia Thornton

Use this scale to rate each competitor: 5 - EXCELLENT 4 - GOOD 3 - ACCEPTABLE 2 - WEAK 1 - UNACCEPTABLE										
CRITERION	WEIGHT %	JUBLIEE DECOR SCORE	JUBLIEE DECOR WEIGHTED	DNE CREATIVE SCORE	DNE CREATIVE WEIGHTED	BE THE LIGHT SCORE	BE THE LIGHT WEIGHTED	SHINE CREATIONS SCORE	SHINE CREATIONS WEIGHTED	
EXPERIENCE/PAST PERFORMANCE*	17.5%	5.0	0.88	2.0	0.35	2.0	0.35	3.0	0.53	
INSTALL/TAKEDOWN*	17.5%	5.0	0.88	2.0	0.35	2.0	0.35	2.0	0.35	
PROPOSAL/WORK PLAN	32.5%	4.0	1.30	5.0	1.63	2.0	0.65	2.0	0.65	
PRICE	32.5%	5.0	1.63	5.0	1.63	1.0	0.33	1.0	0.33	
TOTAL SCORE:	100.0%		4.68		3.95		1.68		1.85	

*Technically in the RFP both of these were in one bullet point. Their weight combined equals 35% which is what was specified in the RFP

A PROPOSAL FOR HOLIDAY 2026

Walk of Lights.

Expansion 2 · mTrade Park, Oxford, Mississippi

THREE SEASONS IN THE MAKING

Together, We built this show.

Jubilee Decor designed the Oxford Walk of Lights from the ground up in 2024 — and expanded it in 2025. We know every power drop, every anchor point, and every guest behavior pattern across the 2,475-foot path through mTrade Park.

This isn't a pitch from a stranger. It's an evolution plan from the team that built what you have — and is committed to growing it into one of Mississippi's signature winter events.

YEAR 1 · 2024

01

Show designed and installed from scratch on time.

YEAR 2 · 2025

02

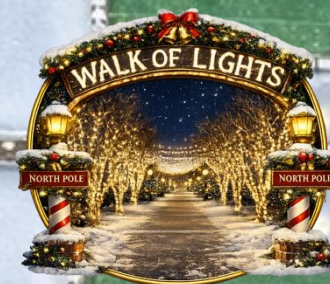
Expanded with new zones and elements without disrupting what worked.

YEAR 3 · 2026 — PROPOSED

03

A major investment that turns Oxford into a destination winter event.

WALK OF LIGHTS



ENTRY EXPERIENCE

The first impression.

The entry sets the emotional tone for everything that follows. In 2026, guests pass beneath a dramatic overhead canopy of thousands of lights — an immersive grid that signals arrival into something extraordinary.

WHAT'S NEW

Overhead light grid spanning the full entry corridor.

Color-sequenced C9 roofline outlining on the Pavilion and Indoor Facility.

Additional light-built silhouettes reinforcing the Walk of Lights narrative.

Engineered as the show's primary photo opportunity.



AREA 2

New this year: the Penguin Pickle.

The iconic 40-foot snowman stays exactly where it is — an anchor guests have come to expect. We're adding a new cast: four penguins playing pickleball, arriving in formation alongside the relocated snowmen. Motion, humor, and new storytelling, photo-ready for every age.

WHAT'S CHANGING

Existing snowmen relocated to the asphalt zone at no cost.
Four illuminated penguin sculptures in an active pickleball battle.
The area gains a more defined "neighborhood" feel.

THE HERO ATTRACTION

Double Decker Dance.

The former BMX area becomes the most technologically sophisticated holiday light installation in Mississippi: thousands of LED pixels synchronized to a custom audio track, anchored by the iconic Double Decker Bus. A 2–3 minute show, on a continuous loop, designed for the phone in every guest's hand.

SHOW LENGTH

2–3 min

LOOP

Continuous

BUILT FOR

Social video

Follow the rainbow.

Rainbow Road is already one of the most visually distinctive zones in the show. In 2026 we deepen the effect — and let the path itself become the photo.

Expanded gumdrop canopy across more trees.

Full-spectrum trunk wrapping — single-color to rainbow.

Strengthened path lighting for the rainbow sidewalk effect.

Gingerbread house re-anchored and stabilized — included.



The castle gets a carriage.

The pink-and-purple castle has been a guest favorite for two years. In 2026 it gets a partner: an illuminated Cinderella-style horse-drawn carriage, designed to be walked into and photographed. Expect it to be the most-shared image in the entire show for families with young children.

WHAT'S NEW IN AREA 6

Cinderella carriage in blue and white.

Five illuminated toy soldier silhouettes.

Lighted flags on castle towers; magnet buddy walls.

Castle re-anchored; improved guest flow routing.



Mrs. Claus scores.

Mrs. Claus is stepping onto the field in 2026 with a playful new sports scene designed to delight families and younger guests. This illuminated soccer display features a glowing Mrs. Claus launching a penalty kick toward an elf goalkeeper, all created in classic animated 2D light style. Bright, colorful, and full of personality, it adds a fun interactive energy to the show and is sure to become a favorite stop for holiday photos and laughs.



THE FULL PICTURE

Every area. Every guest.

The 2026 expansion activates the entire 2,475-foot path through mTrade Park.

ZONE	2026 ADDITION
ENTRY Entry / Pavilion	Overhead light grid · C9 rooflines · new silhouettes
AREA 2 Snowmen Corner	Soccer penguins · snowmen relocated
AREA 3 RGB Show Zone	Synchronized music + light show · audio system
AREA 4 Red, White & Blue	Smaller stars added along hillside
AREA 5 Rainbow Road	Expanded canopy · rainbow wraps · path lighting
AREA 6 Santa's Toy Chest	Carriage · toy soldiers · flags · magnet buddies
AREA 7 Animation Scene	Mrs. Claus soccer-goal animation
MISC Infrastructure	Oxford Skyline update · full repair & reinstall

WHY JUBILEE

No one knows this show like we do.

Every vendor who submits this week is imagining what this show requires. We already know. Where the power drops are. Which elements took storm damage. The install sequence that gets the show up cleanly in two windows. What guests loved and what they walked past.

That institutional knowledge translates directly into fewer surprises, faster installs, and a better show on opening night.

YEAR 1

Designed from scratch.

We built Year 1 with no prior roadmap and delivered on time.

YEAR 2

Seamless expansion.

Year 2 expanded the show without disrupting what already worked.

YOUR REFERENCES

They are our clients.

Oxford has experienced our work first-hand across two full seasons.

INVESTMENT SUMMARY

All-inclusive. No surprises.

Every element, every install, every takedown, every repair, and every hour of troubleshooting coverage — included in a single price. No line items left open-ended.

New fabrication & elements across all eight zones	Included
Reinstallation of all existing inventory	Included
Installation labor — Sept. 14–18 & Nov. 13–20	Included
Takedown — Jan. 11–17, 2027	Included
Full repair & replacement of damaged elements	Included
Electrical planning & coordination · staff training during install	Included
Dedicated troubleshooting rep — 24-hr phone, 48-hr on-site	Included
All elements moved to off-season storage	Included
Total Proposed Investment	\$250,000

FROM PROPOSAL TO OPENING NIGHT

From proposal to opening night.

The full schedule from selection through takedown — two install windows, one opening night to remember.

MAY 7, 2026	MAY 14	MAY 19	SUMMER 2026	SEPT. 14–18	NOV. 13–20	NOV. 21	JAN. 3, 2027	JAN. 11–17
Proposal submitted	Firm selected	Aldermen approval	Fabrication & manufacturing	Install Window 1 Primary structures	Install Window 2 Final setup & programming	Opening Night	Show closes	Takedown & storage

● KEY MILESTONE *Two install windows. One opening night. Zero surprises.*

Suggested Additions

31' RGB Animated
Tower Tree ~~\$59,510~~



WALK OF LIGHTS · EXPANSION 2

15' Slinky Dog 3D Light
Sculpture \$23,510



Custom Hard Coat Foam Snow
globe Photo Op ~~\$14,510~~



Together, We will make year three the best one yet.

The Walk of Lights has grown from an idea into a community anchor event. In 2026 we want to help it take the next step — from a well-loved local tradition to a destination that draws visitors from across Mississippi.

We're proud to have built what exists today. We're excited to show you what it can become.

Jubilee Decor

Nicholas Heller

nick@jubileedecor.com

Every detail, every season, every time.



THE CITY OF
OXFORD
MEMORANDUM

To: Board of Aldermen
From: Mark Levy, Director of Special Projects
CC: Hollis Green, Chief Operating Officer; Garrett Black, Asst. Project Manager
Date: June 2, 2026
Re: Request permission to authorize contract with Jubilee Décor for the Walk of Lights Expansion Phase Two project.

The Walk of Lights Expansion Project is funded from 2% tourism in the FY 2025-26 budget. The current proposal is under the budgeted amount in order to account for any potential latent conditions.

Enclosed is the contract that outlines the payment terms based on milestones for the construction, delivery, installation and breakdown/storage of the new lighting features.

Staff recommends authorization of the contract with Jubilee Décor for the Walk of Light Expansion Project for \$250,000.00.

Enclosure (1):

Jubilee Décor Contract Agreement 2026

AGREEMENT

This Agreement ("Agreement") made effective as of this the ____ day of _____, 2026, by and between Jubilee Décor LLC, an Alabama Limited Liability Company (the "Seller"), and the City of Oxford, Lafayette County, Mississippi (the "Buyer").

1. Term: This Agreement shall expire on February 1, 2027.
2. Buyer hereby agrees to purchase the following commercial Christmas decorations and services from Seller: Attached hereto as **Exhibit A**.
3. The products listed in Exhibit A are subject to change if, for unforeseen reasons, a particular product type becomes unavailable, or if Buyer communicates a desire for a change prior to the commencement of product manufacturing. Any changes to the products will be mutually agreed upon in writing. Any replacement products pursuant to this section of the Agreement shall be of equal value to the products that are being replaced.
4. Buyer hereby agrees to pay Seller an initial sum of **\$75,000** upon the execution of this Agreement.
5. Buyer further agrees to pay Seller an amount of **\$75,000** on October 10, 2026, upon completion of initial installation.
6. Buyer hereby agrees to pay Seller an amount of **\$75,000** upon the completion of installation of experience.
7. Buyer agrees to pay remaining balance of **\$25,000** upon completion of experience take down.
8. Seller hereby agrees to have installation completed by November 21, 2026. Seller acknowledges that time is of the essence for the completion of installation.
9. The parties hereby agree Seller is responsible for experience take down.
10. Seller hereby agrees to have the products taken down by January 17, 2027.
11. The parties further agree the Buyer shall be responsible for storing products while not in use.
12. Seller guarantees that all metal framework of the above-referenced products is free of material defects and/or workmanship for a period of four (4) years from the date of installation. If metal framework is damaged beyond use within four years of the installation, Seller hereby agrees to promptly repair or replace such metal framework. The parties hereby agree that Seller shall not be responsible for repairing or replacing such metal framework if the metal framework is damaged through a use other than the product's intended use, negligence of the Buyer, extreme weather, or an Act of God.
13. Seller makes no warranties, express or implied, regarding the lights used in the above-referenced products. The lighting manufacturer provides a two (2) year warranty for the lights. Any defects within the manufacturer's two year period shall be addressed directly with the lighting manufacturer.

14. Seller maintains a general liability insurance policy that covers potential damages that could arise as a result of Seller's obligations under this Agreement. If requested by Buyer, Seller will provide Buyer with a Certificate of Insurance as proof of adequate coverage for the duration of this Agreement.

15. Neither party shall be liable to each other, or be permitted to terminate this Agreement, for failure to perform an obligation under this Agreement to the extent that Seller's performance is prevented by Force Majeure, which shall mean an event beyond the control of the Seller, which by exercise of due diligence and foresight, could not reasonably have been avoided; provided that such party has promptly notified the other party of such event, and uses commercially reasonable efforts to remedy such event.

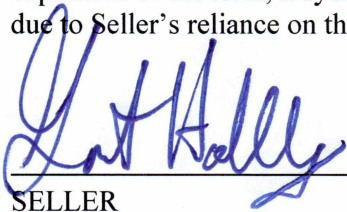
16. It is mutually understood and agreed that this Agreement constitutes the entire agreement between Seller and Buyer and supersedes any and all prior oral or written understandings, representations, or statements, and that no understandings, representations, or statements, verbal or written, have been made which modify, amend, qualify, or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both Parties.

17. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi.

18. This Agreement may be executed in two or more counterparts and by different Parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

19. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid, binding, and enforceable under applicable law. If any provision of this Agreement is held to be invalid, void (or voidable), or unenforceable under applicable law, such provision shall be ineffective only to the extent held to be invalid, void (or voidable), or unenforceable, and the remainder of such provision or the remaining provisions of this Agreement shall remain in effect.

20. In the event that Buyer materially breaches or terminates this Agreement prior to the expiration of the term, Buyer shall be liable to Seller for all costs and expenses incurred by Seller due to Seller's reliance on this Agreement.

 5-28-26

SELLER DATE

BUYER DATE

Printed Name: Grant Holley

Printed Name: _____

Title: Owner

Title: _____

Exhibit A

Products and Services purchased by the City of Oxford pursuant to Agreement dated _____, 2026

NEW ADDITIONS & ELEMENTS	SCOPE
Entry / Pavilion — Overhead light grid, C9 rooflines, new 2D silhouettes, grand entrance	Included
RGB Show Zone (Area 3) — Synchronized music + LED pixel light show with Double Decker Bus activation, custom audio system	Included
Snowmen Corner (Area 2) — Soccer penguin figures, snowmen relocation	Included
Red, White & Blue (Area 4) — Smaller stars added along hillside	Included
Rainbow Road (Area 5) — Expanded canopy, rainbow wraps, path lighting	Included
Santa's Toy Chest (Area 6) — Carriage, toy soldiers, flags, magnet buddies	Included
Animation Scene (Area 7) — Mrs. Claus soccer-goal animated illuminated display	Included
Infrastructure — Oxford Skyline update, full repair & replacement of damaged elements across all zones	Included
Reinstallation of all existing inventory	Included
Installation labor — Install Window 1: Sept. 14–18, 2026; Install Window 2: Nov. 13–20, 2026. Includes travel, freight, and housing.	Included
Takedown — January 11–17, 2027. Includes all labor, travel, and freight.	Included
Off-season storage of all elements	Included
Electrical planning & coordination; staff training during install	Included
Dedicated troubleshooting coverage — 24-hr phone, 48-hr on-site response	Included

Total Contract Value: \$250,000 (all-inclusive)

**AGREEMENT TO PURCHASE PARKING TECHNOLOGY
AND RELATED SERVICES**

This Agreement To Purchase Parking Technology And Related Services ("Agreement") is made effective _____ (the "Effective Date"), by and between City of Oxford, Mississippi, a municipal corporation (the "Client"), and IPS GROUP, INC., a Pennsylvania corporation ("IPS"), with reference to the following:

RECITALS

- A. Client is a duly organized and validly existing under the laws of the State of _Mississippi_ with the power to carry on its business as it is now being conducted under the statutes of the State of Mississippi.
- B. IPS is a Pennsylvania corporation that is qualified to do business, and is doing business in the State of Mississippi. IPS markets and supports a variety of parking technologies, hardware, software and related services.
- C. Client and IPS desire to enter into this Agreement for IPS to deliver and install its parking technology hardware (the "Equipment") and related software services (the "Services", and collectively "Equipment and Services") to the Client upon the terms and conditions set forth below. The Equipment and Services are described in Attachments A and B.

Now, therefore, the parties agree as follows:

TERMS AND CONDITIONS

1. Term of Agreement.

- 1.1. **Initial Term.** The term of the Agreement means the period from the Effective Date above and will be in effect for a period of five (5) years ("Initial Term").
- 1.2. **Option to Extend.** Client shall have the option to extend the term of the Agreement for up to five (5) additional one (1) year increments, for a total period not to exceed ten (10) years. Any extension shall be effective only upon the express, affirmative action of the Client's governing board, and upon the execution of a written amendment to this Agreement signed by both parties. This Agreement shall not renew automatically or by passive omission.

2. IPS Services.

- 2.1. **Scope of Services.** IPS agrees to diligently undertake, perform, and complete all of the services described in Attachment A. In the case of any conflict, the Terms and Conditions section of this Agreement shall supersede information contained in the Attachments or Exhibits contained herein.

3. Client Services & Responsibilities. The Client agrees to:

- 3.1. Make available to IPS any currently existing documents, data or information or provide timely decisions or answers to questions required for the performance of this Agreement, including any material updates therein. Changes to rates, policy, system configurations, including activations and deactivations of equipment, shall require a 30 day notice.
- 3.2. Designate a representative authorized to act on behalf of the Client.

-
- 3.3. Keep, at its own cost and expense, the Equipment in good repair, condition and working order, adhering to any requirements for preventative maintenance.
 - 3.4. Notify IPS of any need for customer service support or warranty repair work and will coordinate the return process with IPS.
 - 3.5. Be solely responsible for meter posts and housings, sign posts and signage, including keeping meter posts, keys locks, housings, signage and sign posts, in good working order and in compliance with all applicable laws.
 - 3.6. Comply with applicable national, state, and local laws and regulations in any way relating to the possession or use of the Equipment and Services.
 - 3.7. Be fully responsible, at its own cost and expense, to provide and maintain a merchant account and associated merchant account services using the Client designated third party provider.

4. Equipment Delivery, Installation, Implementation and Acceptance.

- 4.1. IPS shall deliver new, fully-tested Equipment. No used or previously owned Equipment will be allowed unless otherwise agreed to in writing by the Client.
- 4.2. Delivery and installation of all Equipment will take place during standard business hours. IPS undertakes to deliver and install the Equipment on or before August 16, 2026 ("the Installation Date"). Should IPS not have delivered and installed the Equipment by the Installation Date, then the City may claim damages from IPS amounting to the revenue the Equipment would have earned from the Installation Date to the date of actual installation of the Equipment.
- 4.3.
- 4.4. Unless otherwise notified in writing, the Equipment shall be deemed accepted by the Client and to its satisfaction no later than ten (10) business days following completed installation or thirty (30) days following delivery, whichever occurs first.
- 4.5. Should the Client require IPS to integrate the software Services with any third-party software IPS shall be entitled to charge the Client an integration fee based on the standard IPS customization fee defined in Attachment B.
- 4.6. The cost of installation of all poles, signs, and decals is included in the pricing set forth in Attachment B. Any additional installation or setup services beyond the scope of Attachment B may be authorized by the Client through a written Change Order executed by both parties, which shall modify the original contract amount accordingly. IPS shall not perform, and shall not be entitled to compensation for, any additional services without a duly executed Change Order.
- 4.7. In the event that there are significant delays in program implementation or launch due to the Client or Client designated third parties, IPS shall be entitled to charge a project management fee for any delays beyond 90 days of the Effective Date of this Agreement or the proposed "go-live" date, whichever is later, as defined in Attachment B.

5. Compensation

- 5.1. The Client will compensate IPS for the Equipment and Services, as set forth in Attachment B.
- 5.2. The Client shall remit payment to IPS within forty-five (45) calendar days from the date of receipt of a valid invoice.
- 5.3. Payment for the Equipment shall be due and paid upon delivery of each batch or invoiced line item of Equipment to the Client.

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- 5.4. Client agrees to promptly notify IPS in writing of any dispute with any invoice, and those invoices for which no such notification is made within 10 business days after receipt of the respective invoice shall be deemed accepted by the Client.
 - 5.5. Client shall not cancel services retroactively that were already properly performed and accepted; provided, however, that this limitation shall not apply in instances of documented non-performance, billing errors, or contractual non-compliance by IPS identified through audit, inspection, or other review. In such instances, the Client expressly reserves the right to seek financial clawbacks, offsets, or adjustments against amounts previously paid to the extent permitted by applicable law.
 - 5.6. In the event that any undisputed invoice amount remains unpaid beyond the forty-five (45) day payment period set forth herein, the Client may be subject to interest at the lesser of one and one-half percent (1.5%) per annum or the maximum rate of interest permitted under applicable Mississippi law, calculated from the date such amount becomes due. Notwithstanding the foregoing, no interest shall be assessed on any invoice amounts that are subject to a bona fide written dispute by the Client pursuant to the dispute notification procedures set forth in this Agreement.
 - 5.7. All pricing excludes any taxes that may be applicable to the Client. Any applicable taxes will be added to invoices and will be paid by the Client on submission of an invoice. Exemption from the payment of applicable taxes shall be provided by the Client in writing.
 - 5.8. Any request by IPS to adjust Agreement pricing on account of inflationary increases as measured by the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) must be submitted to the Client as a formal written request for a contract amendment. Such adjustment shall not take effect unless and until the governing Board of Aldermen of the City of Oxford has affirmatively approved a written amendment to this Agreement by official action duly recorded in its minutes, consistent with Miss. Code Ann. § 31-7-13 and applicable competitive procurement requirements. IPS shall not unilaterally implement any price increase, and no price adjustment shall be effective based solely on notice from IPS.
 - 5.9. In the event IPS seeks to pass through increased costs resulting from changes in import tariffs, duties, customs fees, or other government-imposed charges applicable to the Equipment or Services covered under this Agreement, IPS shall submit a formal written request for a contract amendment to the Client, accompanied by documentation reasonably evidencing the specific additional costs attributable to such governmental changes. Such passthrough costs shall not become effective unless and until the governing Board of Aldermen has approved a written amendment to this Agreement by affirmative vote entered on the official minutes. The seven (7) day passive acceptance provision previously contained herein is hereby stricken. No price increase of any kind shall be binding on the Client absent a duly executed written amendment approved by the governing board. The Client expressly reserves the right to terminate this Agreement for convenience pursuant to Section 12 in the event IPS seeks price adjustments the Client determines to be unreasonable or outside the original competitive procurement specifications.

6. Risk and Title.

- 6.1. IPS shall bear risk of loss of the Equipment, including any damage sustained during transportation to the delivery site. Risk of loss in the Equipment shall pass to the Client upon delivery. Title to each batch

or invoiced line item of Equipment shall vest in and transfer to the Client upon delivery and successful completion of acceptance testing as defined in Section 4.3 of this Agreement, regardless of whether payment has been made in full for such batch at the time of delivery and acceptance. This provision ensures that public capital assets are immediately reflected on the Client's general ledger inventory upon acceptance, in accordance with municipal accounting requirements.

7. Warranties.

- 7.1. IPS shall provide a limited 12-month warranty on the Equipment as described in Attachment B, IPS Limited Warranty. Extended warranties are available for an additional fee. Any warranties provided by 3rd parties for 3rd party purchased equipment shall be provided to the Client, but nothing more.
- 7.2. IPS shall provide technical support via telephone Mondays through Fridays from 8:00 AM to 4:00 PM PST. IPS can provide on-site services at the Client's request. Lead times and costs for such services will be provided at the time of the request. IPS shall ensure the availability of current manuals and shall provide all manuals for any future upgraded or new services to the Client.
- 7.3. Wireless Coverage & Longevity: IPS does not operate a mobile wireless network, but relies on third party carriers for this service. Client agrees that it is not a 3rd party beneficiary from any agreements between IPS and its carrier partners, and as there is no direct contract between the Client and the carrier for this Agreement, the wireless carrier shall have no liability of any kind created by this Agreement. Carriers from time to time may change coverage areas, wireless technology platforms or make other network changes that are not within the control of IPS. During the term of this Agreement, IPS shall provide the Client the ability to upgrade or change carriers as needed at the prices contained herein (if available from the carrier) or at such prices as may be agreed. Any such change or upgrades shall be at the sole cost and discretion of the Client.
- 7.4. IPS warrants that the software Services will substantially conform to the applicable scope of work. IPS does not warrant that the software Services will operate uninterrupted or error-free. IPS will use commercially reasonable efforts to deliver to the Client software Services free from any viruses, programs, or programming devices designed to modify, delete, damage or disable the software Services or Client data. Should an error or interruption in the Software Services IPS shall use its best efforts to repair or restore the software Services as soon as practicably possible.
- 7.5. Client warrants that it shall not share usernames or passwords to allow any 3rd party, including but not limited to consultants, agents, or any other individuals, to gain access to Equipment and Services of any kind without the written permission of IPS. Client further agrees to not do anything that could potentially compromise the security of IPS Equipment and Services or use IPS Equipment and Services in any manner which could violate local, provincial, state or federal law.
- 7.6. THE WARRANTIES CONTAINED IN THE AGREEMENT DOCUMENTS ARE IPS'S SOLE AND EXCLUSIVE EXPRESS WARRANTIES. IPS AND ITS 3RD PARTY SUPPLIERS PROVIDE SOFTWARE SERVICES "AS IS". THE EXTENT OF IPS'S LIABILITY FOR A CLAIM ON AN EXPRESS WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT AT THE DISCRETION OF IPS, OR REPAIR OR RESTORATION OF DEFECTIVE SOFTWARE SERVICE, AS QUICKLY AS PRACTICAL IPS DOES NOT PROVIDE ANY EXPRESS WARRANTY OF ANY KIND WITH REGARDS TO 3RD PARTY EQUIPMENT, WIRELESS COVERAGE OR SOFTWARE SERVICES, WHETHER SUPPLIED IN CONNECTION WITH THIS

AGREEMENT OR OTHERWISE. IPS AND ITS 3RD PARTY SUPPLIERS AFFIRMATIVELY EXCLUDE ANY AND ALL OTHER EXPRESS WARRANTIES, CONDITIONS, OR REPRESENTATIONS WITH RESPECT TO THE EQUIPMENT AND/OR SERVICES PROVIDED.

7.7. The provisions of this Section will survive the expiration or termination of this Agreement.

8. Intellectual Property and Ownership.

8.1. IPS represents and warrants that it owns or has acquired all requisite rights and licenses to use all intellectual property embodied, practiced, or employed in IPS Equipment and Services being used by the Client.

8.2. IPS hereby grants the Client during the Term of the Agreement, including its departments, commissioners, officials, officers, employees, consultants, and agents (collectively, "Client") all the rights and licenses required to use IPS Equipment and Services. Such rights and licenses are limited, non-assignable, non-transferable, and non-exclusive, and solely for the Client's internal business use for the specific purposes and term of this Agreement.

8.3. All pre-existing and independently developed intellectual property (including copyrights), and any derivation thereof, including but not limited to designs, models, inventions, processes, methodologies, software, associated documentation, software upgrades, modifications and customizations, copyrightable material and other tangible and intangible materials authored, and combinations thereof, prepared, created, made, delivered, conceived or reduced to practice, in whole or in part, by IPS and provided to the Client ("Pre-Existing and Independently Developed IP") will at all times remain the sole and exclusive property of IPS and/or its vendors. Nothing in this Section or elsewhere in this Agreement shall be construed as assigning, selling, conveying, or otherwise transferring any ownership rights or title in IPS's Pre-Existing and Independently Developed IP.

8.4. The parties acknowledge that the Client is subject to the Mississippi Public Records Act. Notwithstanding any confidentiality provisions set forth in this Agreement or in any attachment hereto, the Client shall not be required to withhold, and shall have no liability for disclosing, any information or documents subject to mandatory disclosure under the Public Records Act. The Client shall provide IPS with reasonable notice, to the extent permitted by law, of any request for disclosure of IPS's information that the Client believes may be exempt from disclosure, so that IPS may seek appropriate legal relief at its own cost and expense.

8.5. The provisions of this Section will survive the expiration or termination of this Agreement.

9. Confidential Information.

9.1. "Confidential Information" shall mean, without limitation, all strategic information, business plans, data, sketches, drawings, pictures, business records, customers lists, marketing plans, policies and procedures, pricing, product information, drawings, source code, API documentation, designs, specifications, information relating to processes, technologies, methodologies, concepts or theory and any or all other information which may be disclosed by the disclosing party to the recipient that may reasonably be considered to be proprietary and non-public data, including correspondence both written and verbal and whether identified as "confidential" or not.

9.2. The recipient acknowledges the competitive value and confidential nature of the Confidential

Information and agrees to keep Confidential Information protected, utilizing the same level of care and discretion that the recipient uses to protect similar sensitive information, except as disclosure may be required by law.

- 9.3. The recipient shall have no non-disclosure obligation hereunder with respect to any Confidential Information which (A) has been legally made public, other than by acts of the recipient in violation of this Agreement or (B) was or becomes independently known or available to the recipient, on a non-confidential basis, from a source other than the disclosing party and which is not subject to any restrictions or disclosure or (C) is independently developed by the receiving party, such independent development being reasonably documented or (D) is disclosed with written permission by the disclosing party or (E) is obligated to be produced where required by a court order.
- 9.4. The recipient shall notify the disclosing party promptly of any loss, misuse or misappropriation of the Confidential Information. Recipient agrees that no license, either expressed or implied, is hereby created or granted to recipient by disclosing party to use any of the Confidential Information. All rights and title to the Confidential Information shall remain in the disclosing party.

10. Data Retention and Deletion

- 10.1. Data Export and Delivery Obligation. Upon termination or expiration of this Agreement for any reason, IPS shall, within thirty (30) calendar days of the effective date of termination, fully export and deliver to the Client all Client Data in a non-proprietary, industry-standard, machine-readable format mutually agreed upon by the parties. Such delivery shall be at no additional cost to the Client. IPS shall not delete, destroy, or render inaccessible any Client Data until the Client has confirmed in writing that it has received, verified, and accepted all such data. For purposes of this section, "Client Data" means all data, files, records, and materials generated, collected, or maintained by IPS on behalf of the Client in connection with this Agreement, including without limitation transaction records, payment data, usage logs, and configuration data.
- 10.2. Public Records Compliance and Retention. The parties acknowledge that Client Data constitutes or may constitute public records under the Mississippi Public Records Act, Miss. Code Ann. § 25-61-1 et seq., and is subject to the official municipal records retention schedules approved by the Mississippi Department of Archives and History (MDAH) pursuant to Miss. Code Ann. § 25-59-1 et seq. IPS shall not permanently delete, destroy, or dispose of any Client Data except in strict accordance with the applicable MDAH-approved retention schedule and only after receiving written certification from the Client that the retention period has been satisfied and that all required data has been preserved. Any deletion of public records by IPS contrary to these requirements shall constitute a material breach of this Agreement.
- 10.3. IPS Liability for Unauthorized Data Loss. IPS shall be liable and shall indemnify and hold the City harmless from any damages, losses, or claims arising from the unauthorized deletion, destruction, or unavailability of Client Data caused by IPS's failure to comply with the data export, delivery, and retention obligations set forth herein, including any violations of applicable state public records law.
- 10.4. Return of Data. IPS shall provide the Client with all Client Data in a non-proprietary, readily usable format as required by Section 10.1 above. IPS shall not charge the Client any fee for the retrieval, compilation, or transfer of Client Data upon termination or expiration of this Agreement. The

obligation to return data is absolute and not contingent upon any payment, notice period, or precondition other than as expressly set forth herein.

11. Dispute Resolution.

- 11.1. If any dispute arises out of or relates to this Agreement, or the execution or breach thereof, the parties agree to meet and confer and negotiate in good faith prior to initiating legal proceedings. However, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive or other equitable relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum and to the extent possible, one senior level individual with decision making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, either party may pursue its legal remedies. Any and all disputes, claims, or controversies arising out of or relating to this Agreement that are not resolved by negotiation shall be resolved by litigation in a federal or state court of competent jurisdiction in Lafayette County, Mississippi. IPS hereby consents and submits to the personal jurisdiction and venue of the courts of Lafayette County, Mississippi, and waives any objection to such jurisdiction or venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, without regard to conflict-of-laws principles.

12. Termination of Agreement.

- 12.1. Termination for Convenience by Client. The Client may terminate this Agreement, in whole or in part, at any time and for any reason or no reason, upon forty-five (45) calendar days' written notice to IPS. Upon receipt of such notice, IPS shall immediately cease all work and shall not incur any new expenses without the prior written approval of the Client. In the event of termination for convenience, IPS shall be entitled to compensation only for Equipment delivered and Services performed and accepted by the Client prior to the effective date of termination, and IPS shall not be entitled to lost profits, anticipated profits, overhead, or any other damages or claims of any kind whatsoever arising from such termination. IPS shall not be entitled to any termination fee, early termination penalty, or similar charge of any kind. IPS shall promptly refund to the Client any prepaid amounts attributable to periods following the effective date of termination. Upon termination or expiration of this Agreement for any reason, IPS shall remove all Equipment, infrastructure, and associated materials from Client property and public rights-of-way within fifteen (15) calendar days of the effective date of termination, at no cost, penalty, or charge to the Client of any kind. IPS's obligation to remove Equipment within the fifteen (15) day period shall be absolute, unconditional, and not subject to offset or condition. Any failure by IPS to complete removal within such period shall entitle the Client to arrange for removal at IPS's sole expense, and IPS shall reimburse the Client for all costs associated therewith. Termination for Cause by Client. If IPS violates any material term or condition of this Agreement, fails to fulfill its obligations in a timely and proper manner, provides defective Equipment or Services, abandons the work, becomes insolvent, files for bankruptcy, or otherwise fails to perform to the reasonable satisfaction of the Client, the Client may give IPS written notice of such failure or violation. IPS shall have fifteen (15) calendar days from receipt of such notice to cure the failure or violation to the Client's

satisfaction. If the failure or violation is not fully cured within such period, the Client may terminate this Agreement immediately upon written notice, without further liability to IPS of any kind. In the event of termination for cause, the Client shall have no obligation to pay IPS for any work performed after the date of the notice of default, and IPS shall be liable to the Client for all **direct** damages, costs, and expenses incurred by the Client as a result of the default, including without limitation the cost of re-procurement of comparable services from a third party. Removal of Equipment. IPS shall have no right to remove, repossess, disable, or otherwise interfere with any parking meters or Equipment installed under this Agreement without the prior written consent of the Client, which may be withheld in the Client's sole and absolute discretion. In the event of any termination or expiration of this Agreement, IPS shall not remove or disable any Equipment until the Client has secured a replacement solution and has provided written authorization to IPS for removal. Any unauthorized removal, disabling, or interference with Equipment by IPS shall constitute a material breach of this Agreement and shall entitle the Client to seek injunctive relief, damages, and all other available remedies. IPS expressly waives any lien, security interest, or self-help repossession rights it may otherwise have with respect to Equipment installed in public right-of-way within the City of Oxford. If the Equipment is used during the period from termination or expiration, then Client shall continue to pay IPS the monthly DMS fees and the transaction fees. Termination by IPS. IPS may terminate this Agreement only upon a material breach by the Client that remains uncured for fifteen (15) calendar days after written notice from IPS specifying the breach in detail, and only if such breach results in non-payment of undisputed amounts owed to IPS for a period exceeding forty-five (45) days from the invoice due date. IPS shall have no right to terminate this Agreement for any other reason, including but not limited to, changes in IPS's business, acquisition of IPS by another entity, discontinuation of IPS product lines, or any other circumstance within IPS's control. The provisions of the previous sentence shall not apply to a breach of confidentiality attributable to Client or to any infringement attributable to Client of IPS intellectual property rights. Transition Assistance. Upon any termination or expiration of this Agreement, IPS shall cooperate fully with the Client and any successor vendor to ensure an orderly transition of parking operations, at a reasonable additional charge to the Client. Such cooperation shall include, without limitation, providing all Client data in a readily usable format, maintaining Equipment in operating condition during any transition period not to exceed ninety (90) days, and providing technical documentation and reasonable training to successor personnel.

13. Insurance.

- 13.1. IPS agrees to obtain and maintain during the term of this Contract the following minimum insurance. Certificates of Insurance: Prior to commencing work under the contract, IPS agrees to furnish Certificates of Insurance coverage as set forth below. The premiums for such insurance shall be paid by IPS.
- 13.2. Commercial General Liability.
 - i. Minimum Limits: IPS shall obtain minimum limits of \$1,000,000.00 each occurrence for bodily injury and property damage, \$1,000,000.00 general aggregate, \$1,000,000.00 products/completed operations aggregate, and \$1,000,000.00 personal and advertising injury. The general aggregate limit shall apply on a "Per Project" basis. These minimum limits may be obtained by a primary liability policy, umbrella/excess liability policy, or any combination thereof.
 - ii. Additional Insured: If IPS is required to indemnify certain parties, then IPS shall include such

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- indemnified parties as additional insureds under its Commercial General Liability Policy for liability due to IPS's negligence resulting from IPS's work for the indemnified parties. A copy of the additional insured endorsement shall accompany IPS's certificate of insurance.
- 13.3. Automobile Liability, including bodily injury and property damage coverage.
- i. Minimum Limits: IPS shall obtain minimum limits of \$2,000,000.00 each occurrence for all owned, hired, and non-owned vehicles written on a policy form equivalent to Insurance Services Office coverage form CA 0001. These minimum limits may be obtained by a primary liability policy, umbrella/excess liability policy, or any combination thereof.
- 13.4. Workmen's Compensation. IPS shall obtain Worker's Compensation in accordance with Federal and State Laws for all States in which work is performed.
- i. Waiver of Subrogation: IPS shall provide a waiver of subrogation with respect to workers compensation in favor of the Client. A copy of the endorsement shall be attached to the certificate of insurance.
- 13.5. Employer's Liability Coverage. IPS shall obtain Employers Liability Coverage of at least \$1,000,000.00 each accident, \$1,000,000.00 disease policy limit and \$1,000,000.00 disease each employee.
- 13.6. Professional [E&O], Data Breach, and Cyber Liability. IPS shall maintain Professional (E&O), Data Breach Liability, and Cyber Liability coverage in the amount of not less than \$2,000,000.00 per claim. Coverage may be written on a claims made basis.
- 13.7. Cancellation: IPS shall provide to contract holder 30 days' notice in the event of cancellation, termination, or non-renewal without replacement. This notice shall be 10 days in the event cancellation for non-payment of premium.
- 13.8. Carrier Rating: All carriers must have an AM Best rating of no less than A IX.

14. Indemnification and Limits of Liability

- 14.1. IPS agrees to defend with counsel reasonably acceptable to the Client and indemnify Client, its elected and appointed officials, officers, agents, employees, contractors and agents (collectively, the "Indemnified Parties") from and against losses, claims, expenses (including, but not limited to, reasonable attorneys' fees), costs, liabilities or damages (collectively, "Losses") arising from IPS's breach of its obligations under this Agreement, arising from IPS's negligence or willful misconduct, for any Losses incurred by or asserted against any one or more or all of the Indemnified Parties by reason of damage to property or injury to, or death of, any person, caused by the negligence or willful misconduct of IPS, its employees, agents or contractors.
- 14.2. Notwithstanding the foregoing, this indemnification shall not apply to claims made by third parties in instances in which (a) IPS simply followed the directions or instructions provided by Client; (b) Client changed, modified or altered the services rendered or tasks performed by IPS such that, absent Client's actions, no such claims would have been brought against IPS and/or Client; or (c) the claims asserted by a third party derive from the combination of technology and/or intellectual property of IPS when used with Client's owned or licensed technology and/or intellectual property such that, absent such combination, no such claims could have independently been brought by or against IPS.
- 14.3. In order for Client to obtain the indemnification from IPS specified herein, Client must: (a) promptly notify IPS in writing of the claims for which indemnification is sought; (b) provide IPS with copies of all pleadings, writings and documents pertaining to such claim; (c) permit IPS to participate in the

defense of such claim and all settlement discussions, provided, however, that any such participation by IPS shall at all times be subject to the review and prior written approval of the City of Oxford or its designee; and (d) provide reasonable cooperation to IPS in the litigation or negotiation of a resolution of such claim. Notwithstanding any other provision herein, IPS shall not enter into any settlement that imposes any obligation, admission, restriction, or liability upon the Client without the prior written consent of the Client. This paragraph shall survive the termination or expiration of this Agreement.

14.4. Nothing in this Agreement shall constitute any form of real or implied revenue guarantee by IPS.

14.5. [Deleted]

14.6. [Deleted].

14.7. Both Parties acknowledge that the Limitations of Liability set forth above are fundamental elements of this Agreement, without which IPS would not have entered into this Agreement.

15. Liens and Taxes.

15.1. Client shall keep the Equipment free and clear of all levies, liens, and encumbrances, except those created by this Agreement. Client shall pay, when due, all charges and taxes (local, state, and federal), which may now or hereafter be imposed in conjunction with this Agreement.

16. Notices.

16.1. All notices under this Agreement must be in writing, shall refer to the title and effective date of this Agreement, and shall be sufficient if given personally, sent and confirmed electronically, or mailed certified, return receipt requested, postage prepaid, and at the address hereinafter set forth or to such address as such party may provide in writing from time to time. Any such notice will be deemed to have been received five days subsequent to mailing. Notices shall be sent to the following addresses:

IPS:
IPS Group, Inc.
7737 Kenamar Court
San Diego, CA 92121
Attn: Chad Randall
chad.randall@ipsgroupinc.com
tel: 858-4040-0607

Client:
City of Oxford, Mississippi
107 Courthouse Square
Oxford, MS 38655
Attn: Mayor Robyn Tannehill
Email: robyn@oxfordms.net

17. Relationship of the Parties.

17.1. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association between the parties, and both parties shall be and remain independent entities. Neither party has the right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever, except as otherwise provided in this Agreement.

18. Assignment.

18.1. Should the Client enter into an agreement with a third party for parking operations during the term of this Agreement, IPS shall provide that operator the same rights, terms, and conditions as included in this Agreement. Such assignment shall not be effective unless and until the Client has provided

notice to the IPS of such assignment, and any such third party will be required to adhere to all terms and conditions contained herein.

- 18.2. IPS may not assign, hypothecate or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of Client, which shall not be unreasonably withheld.

19. General Provisions.

- 19.1. Waiver. A waiver of any breach of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No delay or failure on the part of either party to insist on compliance with any provision of this Agreement shall constitute a waiver of such party's right to enforce such provision, no matter the length of the delay. In the case of any granted waiver by the consenting Party, which must be provided in writing, such waiver shall not constitute a waiver of the same obligation or any other obligation under this Agreement.
- 19.2. Documentation. IPS shall provide the Client with any required documentation to substantiate IPS's ability to conduct business and shall also provide security documentation related to IPS credit card processing services, including the Attestation of Compliance (AOC), upon request. The Client acknowledges that the security documents provided by IPS shall be considered Confidential documents and shall not be disclosed to the general public without written permission of IPS.
- 19.3. Modification or Amendment. No oral modifications shall be effective, and nothing shall be deemed as a modification of this Agreement unless provided in writing and signed by both Parties.
- 19.4. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Agreement, or as a written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality, or specifications of this Agreement shall be binding on either party without the written consent of both parties.
- 19.5. Injunctive Relief. The parties agree that a breach of the obligations in Section 8 ("Intellectual Property and Ownership") and Section 9 ("Confidential Information") may cause irreparable harm to the affected party, the amount of which would be impossible to ascertain, and that there is no adequate remedy at law. Notwithstanding the provisions of Section 11 ("Dispute Resolution"), and in addition to any other rights and remedies it may have, the affected party shall have the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any provision of this Agreement, and both parties agree that no bond or other security shall be required in obtaining such equitable relief and consent to the issuance of such injunction and to the ordering of specific performance without proof of actual damages.
- 19.6. Integration. This Agreement may be executed in multiple counterparts each of which shall be deemed an original, but all of such taken together shall constitute only one Agreement, superseding all prior understandings, oral or written; and it is expressly understood that this

Agreement does not obligate either party to enter into any other or further agreements.

- 19.7. **Governing Law.** This Agreement shall not be construed against either party regardless of which party drafted it. This Agreement shall be construed and enforced according to the laws of the State of Mississippi, without regards to conflict-of-laws principles, and all applicable federal, state, and local laws, ordinances, rules, and regulations.
- 19.8. **Venue and Jurisdiction.** The Client and IPS agree that the exclusive venue for any litigation, action, or proceeding arising out of or related to this Agreement shall be in a federal or state court of competent jurisdiction in Lafayette County, Mississippi. IPS hereby consents and irrevocably submits to the personal jurisdiction of the federal and state courts of Lafayette County, Mississippi, and expressly waives any right to transfer venue to any other jurisdiction. The parties further agree that such courts shall have personal jurisdiction over the parties to this Agreement, and IPS waives any objection it may have now or hereafter to the laying of venue of any such litigation in Lafayette County, Mississippi.
- 19.9. **Attorney's Fees.** Each party shall bear its own attorney's fees, costs, and disbursements in connection with any suit, action, arbitration, or other proceeding arising out of or related to this Agreement.
- 19.10. **Force Majeure.** If any party is prevented from performing its obligations stated in this Agreement by any event not within the reasonable control of that party, including, but not limited to, acts of God, war, civil disturbance, insurrection, civil commotion, destruction of production facilities or materials by earthquake, fire, flood or storm, labor disturbances including strikes or lockouts or epidemic, and failures of public utilities (such as internet, cellular network, and electricity), it shall not be in default in the performance of its obligations stated in this Agreement. Provided, however, any party delayed by such an event shall request an extension of time to perform its obligations stated in this Agreement by notifying the party to which it is obligated within ten days following the event. If the notified party agrees that the event was the cause of the delay, the time to perform the obligations stated in this Agreement shall be extended by the number of days of delay caused by the event. If the required notice is not given by the delayed party, no time extension shall be granted. If any event of force majeure exists for a continuous period of more than 120 days, then either party shall be entitled to terminate this Agreement without being liable for any claim from the other party.
- 19.11. **Severability.** If any provision in this Agreement subsequently is determined to be invalid, illegal, or unenforceable, that determination shall not affect the validity, legality or enforceability of the remaining provisions stated in any section or sub-section of this Agreement unless that effect is made impossible by the absence of the omitted provision.
- 19.12. Any provision of this Agreement that is determined to be contrary to, inconsistent with, or prohibited by applicable law shall be deemed null, void, and of no force or effect as applied to the Client, without affecting the validity or enforceability of the remaining provisions of this Agreement. In the event of any conflict between any term of this Agreement and applicable Mississippi law, Mississippi law shall govern and control. The Client shall not be deemed to have waived any statutory right, immunity, or protection afforded to municipal corporations under Mississippi law

by virtue of its execution of this Agreement.

- 19.13. Authorization. Both parties represent and warrant that the person executing this Agreement on behalf of each party is an authorized agent who has actual authority to bind each party to each and every term, condition, and obligation of this Agreement and that all requirements of each party have been fulfilled to provide such actual authority.
- 19.14. Determination. Notwithstanding anything to the contrary, should either Party be required to make any determination in terms of this Contract, such determination shall be made in a reasonable and objective manner.
- 19.15. Binding Document. The Client and IPS each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, conditions, and obligations contained in the Agreement.
- 19.16. Section Headings. All section headings in this Agreement are for the convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.
- 19.17. Survival of Provisions and Obligations. Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.

SIGNATURE PAGES WILL FOLLOW

In witness whereof, the parties have caused this Agreement to be executed by the following authorized representatives.

CLIENT

Signed: _____

Name: _____

Title: _____

Date: _____

IPS GROUP, INC.,

By: Brian Webber

Brian Webber
General Counsel

Date: 06-04-2026

ATTACHMENT A

SCOPE OF SERVICES

M5™ SINGLE SPACE METER

IPS single-space meters provide clients and their patrons with a simple and consistent parking user experience which is more cost-effective, customer-friendly, and more reliable than alternatives. The patented IPS solution uniquely provides a credit card enabled single-space meter. IPS smart meters offer multiple payment options (credit/debit card, NFC contactless payment, coins, smart card, and tokens), access to real-time data, solar power technology, and a comprehensive web-based management system.

Primary Features/Benefits:

- **Flexible:** Retrofits almost all housings (Duncan, MacKay, and POM); less than 15 seconds to install, no modifications needed
- **Durable Design:** Mechanism is protected by zinc alloy meter dome and UV-resistant, anti-fog Lexan™ cover
- **Customer Friendly:** Intuitive payment navigation; easy-to-read mechanical buttons rated for more than 250,000 cycles
- **Enhanced Visibility:** Tri-colored LED lights on front and back communicate status: paid (green), unpaid (red), and fault (yellow)
- **Greater Security:** Vandal-resistant coin slot/chute allows for worry-free operation and quick servicing
- **Environmentally Friendly:** Solar panel and combination rechargeable/back-up battery pack maximizes ongoing power
- **Reliable:** Operable in harsh weather such as snow, sleet, rain, humidity, salty coastal air, dust storms, extreme cold and heat
- **Improved Tracking:** RFID identifies meter location, downloads operating parameters upon installation/replacement
- **Integration-Ready:** Allows for seamless integration with Smart Sensors, Mobile Payment, and other applications
- **NOTE:** M5™ meter mechanism shown as installed into a meter housing. Meter housings / vaults are sold separately. Other makes and models are available.



MS3™ PAY STATION

The MS3™ pay station is the latest generation of unattended payment systems from IPS Group. The MS3™ Pay Station features a full-color screen with an optional touchscreen and provides your patrons with easy-to-read parking instructions in a vibrant showcase. For your staff, the MS3 ties into the powerful IPS Data Management System, allowing you in-depth analysis of parking data, full financial, administration and technical reporting and remote configuration.

Primary Features/Benefits:

- **Flexibility:** The MS3 is available in pay-by-space, pay-and-display, and pay-by-plate models. A simple change of the keypad and a firmware update are all that are required.
- **Robust Hardware Design:** Highly secure, stainless steel cabinet is standard with weather and graffiti-resistant powder coating, providing maximum longevity.
- **Customer-Friendly Interface:** 7-inch active matrix, high resolution color LCD display that can provide clear instructions to guide users through the transaction process. Fully customizable and configurable to allow touch screen operation for enhanced customer engagement.
- **Multiple Payment Options:** Flexible payment options include credit/ debit card, coins, Smart Card, pay-by-cell integration, and NFC contactless payment with applications such as Apple Pay® and Google Pay®.
- **Security:** Each unit contains a separate maintenance cabinet and collection vault. The cash box is housed in a secure vault that features a six-point locking system and a high-security electronic lock.
- **Unparalleled Power Efficiency:** Powered by environmentally friendly solar panel and rechargeable combination battery to maximize ongoing power and uptime.
- **Improved Visibility:** Blue LED lighting above the display provides enhanced visibility for motorists, technicians, and collections staff and optional rear LEDs for visual enforcement (pay-by-space).
- **Dependability:** Pay stations communicate wirelessly on the 4G cellular network, ensuring fast and reliable communications while processing secure credit card authorizations, wireless downloads of rates and messages, and transmissions to DMS.
- **Easy Maintenance:** Modularly designed with the technician in mind for easy plug-and-play maintenance.
- **Future-proof Design:** IPS Group's software interface provides seamless integration with third-party systems, such as enforcement, permitting, and LPR (license plate recognition) to further optimize parking operations.



VEHICLE DETECTION SENSORS

IPS Vehicle Detection Sensors reliably detect the presence and absence of a vehicle in a parking space, while recording arrival and departure times. IPS sensor data integrates seamlessly with the IPS data management system and third-party enforcement applications, creating a powerful system for monitoring real-time occupancy and analyzing parking trends. The IPS sensor uniquely directs all sensing information to the IPS parking meter cellular communications backbone, saving customers the hassle of installing additional network equipment and dramatically reducing the cost of ownership. The IPS sensor uses multiple sensing technologies to detect vehicles. Its unique design provides the most accurate data on the sensor market and allows for quick installation and servicing. NOTE: While the Sensors provide accurate data no sensor system can be 100% accurate because of many variable conditions such as inaccurate parking, line of sight interference, weather conditions, human intervention and many other factors not associated with the Sensor operation.

Benefits of IPS Sensors

- Ability to reset the meter to zero when a vehicle leaves the parking space.
- Ability to prevent meter feeding, thereby generating turnover.
- Ability to offer courtesy time resulting in positive public perception of the meters.
- Access to real-time occupancy data.
- Installed under the ground or in the meter dome, eliminating the need for additional infrastructure.
- Proven to increase revenue.

Dome Mount or Pole Mount (M5/M7 only)

- Non-intrusive installation—sensor is integrated directly into the meter dome
- Easy access for maintenance and/or replacement
- Configuration for any parking environment
- Wireless connection to the IPS meter via cellular network—no additional infrastructure required
- Pole mount design used with yokes, on meter poles and in applications where a dome mount sensor cannot be optimally installed.



DATA MANAGEMENT SYSTEM

The IPS Data Management System (DMS) is a real-time, web-based application that allows parking professionals to remotely monitor their parking network from anywhere, at any time.

Reporting & Analytics

A comprehensive set of financial, technical, and administrative reporting features paired with remote meter configuration make the DMS both intuitive and powerful. DMS analytics creates a visual representation from large tables of data to help managers gain helpful insight into the patterns and trends of their parking program and leverage this information to derive future strategy and optimize systems.

All reports are flexible with customized views for comparison purposes and/or to reveal “what-if” scenarios. With these fully integrated tools, customers can better manage the financial aspects of the Park’s parking program. All reports can be exported into various formats, including XLS, CSV, and PDF.

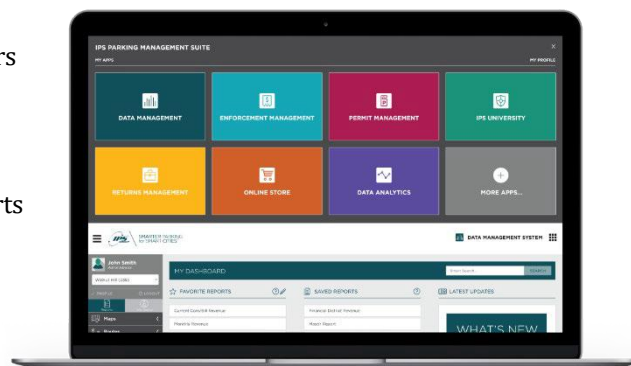
Seamless Integration

The DMS allows managers to seamlessly integrate parking meters with vehicle detection sensors, pay-by-cell capability, and other smart applications. A standard web browser is the only tool required to access the DMS and to make changes/ configurations to the Park’s meters.

- Hardware requirements: IPS provides a hosted DMS; there is no local hardware required other than internet access.
- Network requirements: IPS recommends a high-speed internet connection to the DMS service.
- Operating system software requirements: An internet browser is the only tool required to access the system. Windows and Apple iOS are typical.
- Browser requirements: Any current internet browser will be sufficient to access the IPS DMS. MS Explorer, Mozilla Firefox, Google Chrome, iOS supported browsers are all compatible, including mobile phone browsers.

Primary Features

- Real-time updates and live alerts
- Customizable routes to maximize efficiency
- Seamless integration with all IPS meters and sensors
- Flexibility to use as much, or as little data as you choose
- Ability to monitor meter health remotely
- Analytics view options to turn data into usable charts
- User profiles to control access
- Compatibility with Android OS and Apple iOS



PARK SMARTER™ MOBILE APP

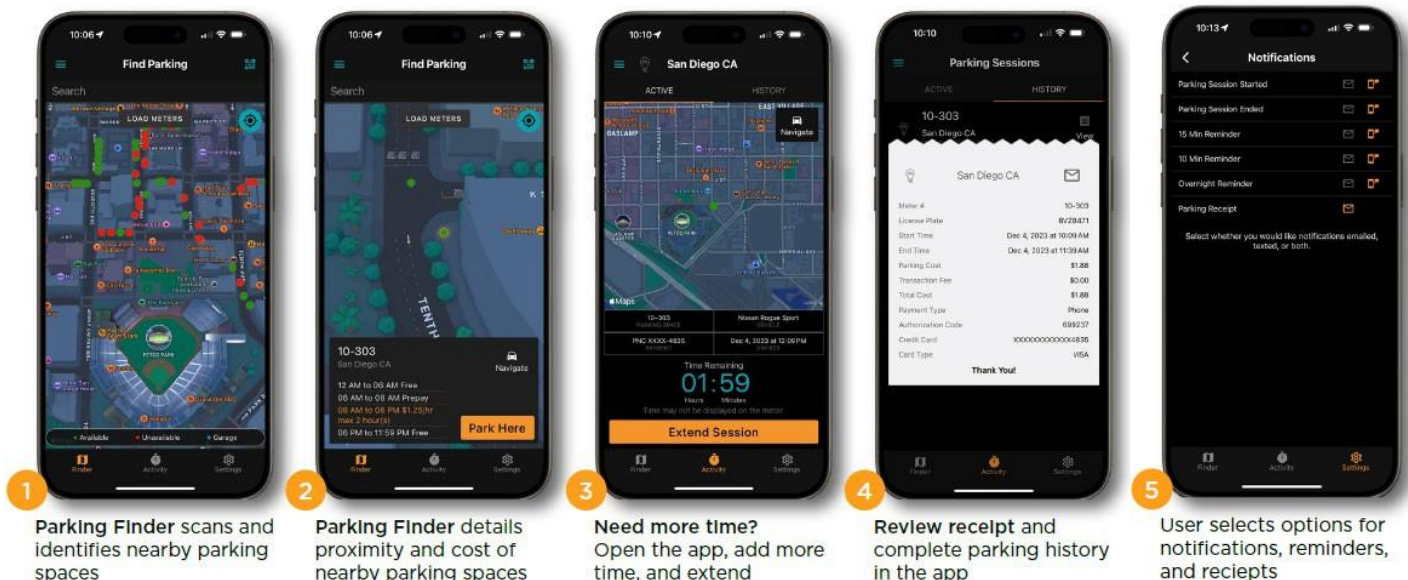
IPS offers its own integrated mobile app called PARK SMARTER™ (<https://www.parksmarter.com/>), which works with IPS Smart Meters to bring greater efficiency and choices to the on-street parking customer experience and parking operations.



PARK SMARTER provides your customers with greater convenience in a contactless mobile parking experience. The Bluetooth-enabled app is part of the IPS Fully Integrated Smart Parking Ecosystem. Parking policies, rate structures, live alerts, reporting, data analytics, and app management are available through the IPS Data Management System (DMS), fully connected and perfectly aligned with your IPS meter operations.

Key Features

- **Multiple Forms of Payment:** Supports payment by major credit / debit cards including American Express®, Discover®, MasterCard®, and Visa®
- **Quick, Easy Account Access:** Simple account setup and intuitive parking payment on iOS and Android
- **Remote Extensions:** Real-time notifications alert users in advance of parking expiration with option to pay to extend
- **Real-Time Parking Finder:** Gives directions to open parking spaces*
- **Optimized with BLE Connectivity:** Puts time on the meter instantly**
- **Personal Account Management:** Provides transaction history, digital receipts, notification settings and preference management for fully personalized experience
- **New and Improved Interface:** Provides an enhanced user experience and optimal functionality



TEXT-TO-PAY PAYMENT

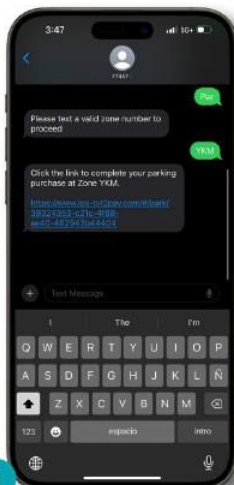
IPS offers a text to pay service for those customers that want the convenience of a “No-App” account-less solution.

Enhance the customer payment experience with TEXT-TO-PAY – the latest contactless payment option from the IPS fully integrated digital payments platform. Motorists pay via text or scanning a QR code with no need for an app. Parking policies, rate structures, live alerts, reporting, data analytics, and service management are available through the IPS Data Management System.



Key Features

- **Versatile Payment Options:** Accepts major credit/debit cards such as American Express®, Discover®, MasterCard®, and Visa®.
- **Effortless Transactions:** Customers text a zone number or scan a QR code, input their license plate or space number, select the desired time, and make payment – no app needed.
- **Remote Extensions:** Real-time notifications are sent before expiration, offering the convenience of extending parking remotely from a smartphone.
- **Light Infrastructure:** Easy setup, including signs and/or decals to convey instructions.
- **Personalized Management:** Text and/or emailed receipts and expiration alerts.
- **Flexible Deployment:** Works with or without parking meters, alongside mobile payment apps, or as a standalone solution, making it adaptable for diverse parking scenarios.



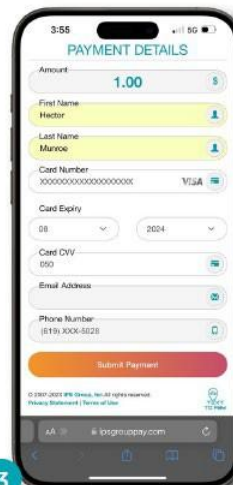
1

Text the word PAY to 77447, then enter Zone or Meter number to get payment link.



2

Enter meter, spot or license plate number, desired time and preferred contact method.



3

Proceed to enter payment details and submit payment.



4

Check remaining time, get real-time notifications and extend parking session.



5

View or download your parking receipt.

CITATION ISSUANCE

The Mobile Enforcement Solution from IPS Group is an easy-to-use handheld citation writer that ensures parking enforcement officers experience a convenient, quick and efficient citation issuance process. An officer can easily look up citation history, and once issued, citation information is transferred to a back-office system for processing in real-time.

While lightweight and portable, the N5 Print citation writer is also rugged for heavy-duty use, and can withstand extreme weather conditions such as rain, sleet, and snow, and is mud-resistant (an IP65 rating; Operating temps tested to MIL-STD 810F -20° to + 50° C). An integrated thermal printer produces easy-to-read tickets, and a magnetic strip and smart card reader is also included for payment collection. Other features include color photo syncing, e-chalking, and heat mapping.

The Enforcement Solution is compatible with all Android devices and printer configurations. All features listed below are included:

Features at-a-glance

- Real-time syncing to secure/encrypted web services
- Scofflaw and customized notifications
- Customizable user dashboard
- High contrast easy-to-read screen – even in harsh daylight conditions
- Issuance and heat mapping
- Type-ahead field input
- Automatically populate fields
- LPR function
- E-chalking for timed parking
- GPS and color images
- 2mp 1080p @3fps color imager
- Automatic software updates
- Compatible with the latest Android operating system



ENFORCEMENT MANAGEMENT SYSTEM

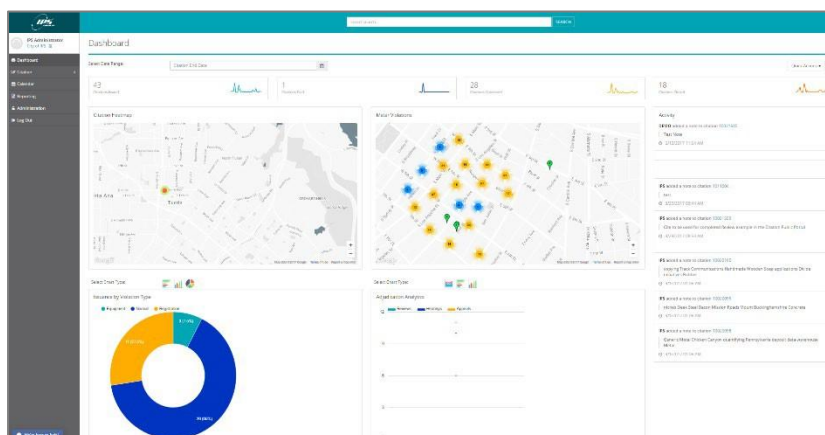
The Parking Enforcement Management Solution by IPS is backed by the Enforcement Management System (EMS), a real-time web-based enforcement application that allows officers to manage all steps of the citation process lifecycle.

- Citation Entry via Handheld Mobile Device - Our Mobile Enforcement Solution is an easy-to-use handheld citation writer that offers a quick and efficient citation issuance process.
- Registered Owner Inquiry - DMV requests for registered owners are submitted each business day. Most registered owner information is retrieved within 48 hours of a citation being entered.
- Payment Processing - IPS provides a lockbox service where payments can be mailed by the public. IPS accepts VISA, MasterCard, Discover and American Express via the Public Portal website
- DMV Interface - The Enforcement Management System interfaces with NLETS (the National Law Enforcement Telecommunications Service) via highly secured communication methods to ensure vehicle registration information such as holds and releases are obtained and processed quickly and accurately.
- Mailing of Notices - Notice are printed in color and provide important information to the public regarding the citation details as well as containing all information required to submit payment.
- Telephone Customer Services - IPS trains staff with the ability to respond to calls received in English or Spanish.
- IVR - The Interactive Voice Response system (IVR) provides real-time, detailed citation information linked to the Client's database in English or Spanish.
- Collections Bureau of America (CBA) 3rd Party Collections - CBA is a privately held corporation with 50+ years of experience in the collections industry. CBA is integrated with the IPS Enforcement Management System allowing for easy retrieval of citation data.

Officers can easily obtain high-level citation summaries and additional information on cases including photos, notices and letters; and adjudications and voids. The Enforcement Management System also interfaces with the California DMV and NLETS (the National Law Enforcement Telecommunications Service) via highly secured and encrypted communication methods to ensure vehicle registration information such as holds and releases are obtained and processed quickly and accurately.

Features at-a-glance

- Integration with third-party parking services (pay stations, license-plate recognition technology (LPR), pay-by-phone applications)
- Cross-compatible interface across all operating systems and devices
- Option for manual citation entry
- Advanced search capability



CITATION PAYMENT PORTAL

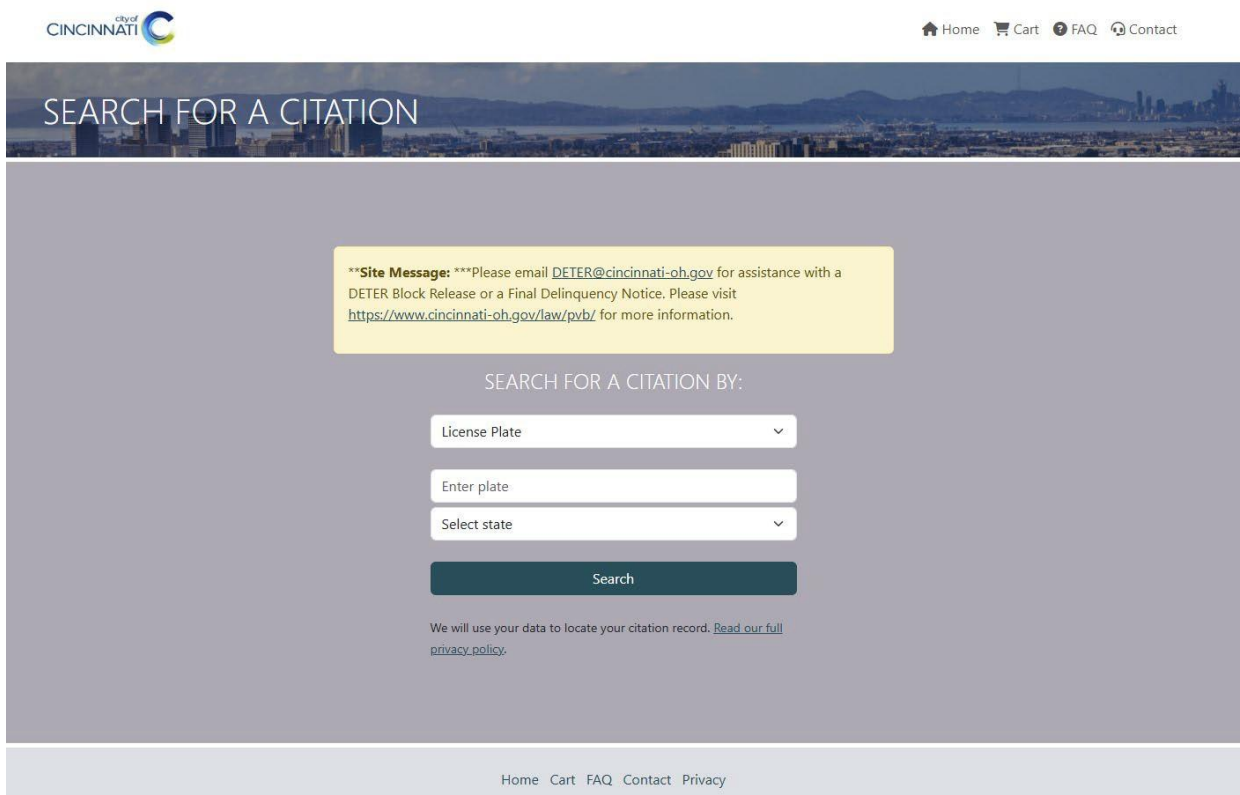
Online Public Portal

The Online Public Portal is a website that allows citizens to access their parking citation information in real-time. Citizens can review the current status of their citation, pay or obtain information on how to contest their citation, review fine amounts including late fees, and obtain additional information.

Features at-a-glance

- Real-time access to citation status and transaction history
- Accepts all major credit cards
- Cross-compatible interface that supports all browsers and devices

IPS accepts VISA, MasterCard, Discover and American Express via the Public Portal website. IPS provides all credit/debit-card processing via real-time authorization and processing. Credit/debit card payments are updated real-time to the citation records and receipts can be printed from the system for the public. Payments by credit card are accepted 24/7. The system secures immediate authorization from the processor, and immediately updates the permit in real time. The Public Portal website is fully PCI compliant. Citizens are allowed to submit an appeal online by entering all necessary information required by the Client and given the option to upload any supporting documents with the request.



The screenshot shows the 'SEARCH FOR A CITATION' page of the Cincinnati Online Public Portal. At the top, there is a navigation bar with the City of Cincinnati logo and links for Home, Cart, FAQ, and Contact. Below the navigation bar is a large banner image of the Cincinnati skyline. The main content area has a light purple background. A yellow box contains a site message: '***Site Message: ***Please email DETER@cincinnati-oh.gov for assistance with a DETER Block Release or a Final Delinquency Notice. Please visit <https://www.cincinnati-oh.gov/law/pvb/> for more information.' Below this, the text 'SEARCH FOR A CITATION BY:' is followed by three input fields: 'License Plate' (a dropdown menu), 'Enter plate' (a text input field), and 'Select state' (a dropdown menu). A dark blue 'Search' button is positioned below these fields. At the bottom of the search area, a small text line reads: 'We will use your data to locate your citation record. [Read our full privacy policy.](#)' The footer of the page contains links for Home, Cart, FAQ, Contact, and Privacy.

PERMIT MANAGEMENT SOLUTION

Our Permit Management solution offers your Agency the flexibility and convenience to manage the entire parking permit lifecycle from initial design through fulfillment via a true cloud-based system available 24/7. Online reporting of payments and other permit activities provides the Agency with maximum visibility to track and analyze data and better manage your entire permit program. Your Agency can improve the customer service experience offered to the public with our user-friendly Permit Public Portal. We offer convenient payment options, and the ability to print temporary permits upon purchase. Our solution provides the flexibility of an unlimited amount of permit types and rates including residential, guest, and daily permits, offered in multiple formats such as decals, hang tags, or electronic permits.

Gain peace-of-mind from eliminating old paper processes. Through one system you have fast access to the most current and accurate permit information by license plate number, location, contact name, or permit number, and order status, 24/7. Comprehensive online reporting of payments and other activities provides maximum visibility for more efficient management.

The permit system allows for real-time validation of vehicle registration information through integration with the Department of Motor Vehicles (DMV). Based on the business rules established by the Agency, the system has the ability to verify in real-time if the permit registrant's address is in the proper permit zone, as well as verify that the vehicle registration information matches the applicants desired permit zone.

The IPS Permit Management solution works as a stand-alone solution but can also seamlessly integrate with other parts of the IPS Ecosystem, including Enforcement Management, for one powerful fully-integrated solution. Combined, these solutions are scalable to expand capabilities and maximize efficiency of permit and citation management for any Agency.

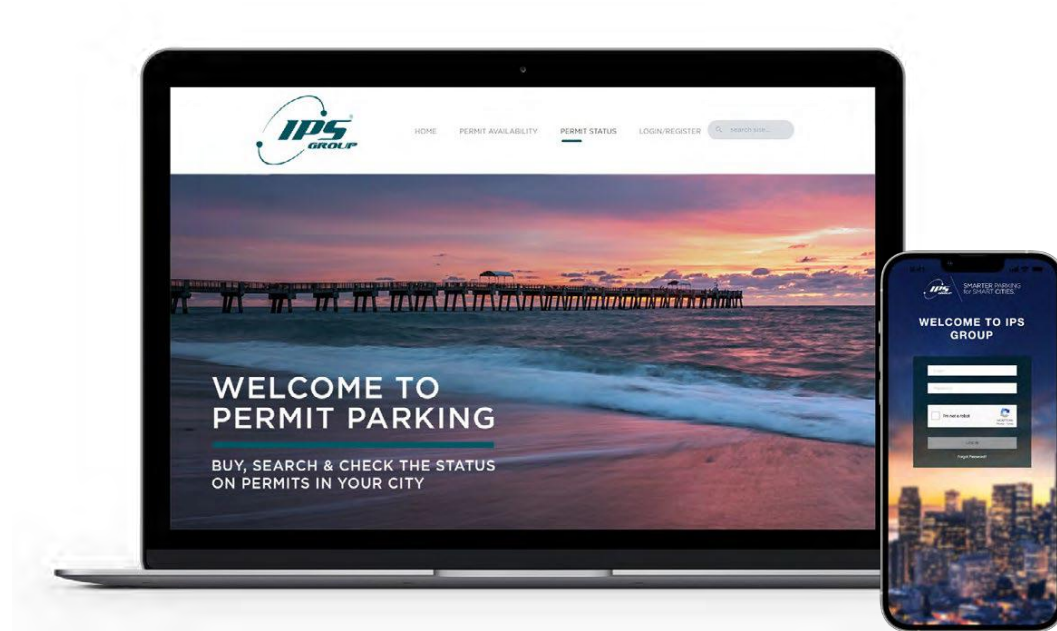
FEATURES

- Comprehensive online reports exportable in Excel and PDF
- Process and generate renewal letters
- Provides temporary permits immediately
- Waiting List Management
- Secure log-in and access to permit information 24/7
- Online registration and permit ordering
- Vehicle and permit data uploaded in real time
- Void lost, damaged and stolen permits
- Customizable interface to match Agency branding

ADDITIONAL IPS SERVICES

PERMIT FULFILLMENT: If a customer purchases their permit in-person at the Agency, our fulfillment center can ship the permit to the customer. The permits may be issued directly to the customer by the Agency if permit supplies are held in house.

PERMIT PUBLIC PORTAL



The Permit Public Portal makes it easier than ever for customers to purchase and renew parking permits online. The customer-facing website conveniently allows users to review rates and availability, apply for a permit, upload verification documents and pay online.

Account creation is easy. Applicants create their account and include vehicle information, contact information, and payment information, which streamlines the application process and eliminates the hassle of mailing forms or waiting in line to complete the process in person.

The System allows customers to upload any documents required by the Agency in order to complete their application, which is then verified by IPS or Agency staff. During the application review, Agency staff will view the uploaded files and approve or deny the application immediately. We will work closely with the Agency to determine the authentication requirements to include as part of the fulfillment process.

Features at-a-glance

- Online registration and permit ordering
- ID/Password authentication
- Submit application and pay for parking permit
- Upload additional required documentation
- Review status of permit application
- Temporary permits available immediately
- Access via any internet browser, on any web-enabled device
- Payment accepted via any major credit card

CUSTOMER SUPPORT PROGRAM

IPS clearly understands the importance of ongoing project support and we encourage the Client to speak with our references in this regard. We also understand that ongoing support is a critical element of any successful project and the basis of a long-term partnership. IPS is uniquely positioned to provide support services that will translate into the most responsive and comprehensive service offering available to the Client.

Help Desk & Ongoing Support: IPS will be providing telephone-based help desk services during standard business hours from 8 a.m. to 5 p.m. CST. IPS offers a toll-free telephone option (877.630.6638). Additionally, IPS provides after-hours service in case of emergency 24/7/365. Additionally, IPS will provide contact information for all IPS senior staff.

Online Help & Manuals: IPS provides online help tools, such as product manuals, frequently asked questions, and a portal to submit and track help tickets. IPS offers the online ability to monitor and track RMA status and view help and training videos. These tools can be accessed 24/7.



Onsite Support: IPS will support the Client with remote project management and technical support during the implementation phase of the contract. Onsite support can be requested for an additional fee at the request of the Client. Additional onsite support services can be quoted upon request.

Spare Parts and Warranty Repair Services: Our US-based facility ensures that spare parts are immediately available to the Client at any time. The warranty repair process is managed through the DMS. IPS can solve most repair issues over the phone or will provide some additional training of Client staff. For repair services not able to be first achieved on-site by the Client or by phone, these meters will be returned to IPS at 7737 Kenamar Court, San Diego, CA, 92121, for repair or rework and IPS will endeavor to ship within 3-4 weeks of receipt, depending on the quantities received and work schedules. ALL RETURNS REQUIRE AN "RMA" NUMBER prior to shipment to IPS in order to avoid additional delays. An RMA may be requested by contacting the responsible IPS customer support manager, by contacting the IPS Help desk, phone ((877) 630-6638 or (858) 404-0607) or email (support@ipsgroupinc.com). All items returned to IPS must be securely packaged to avoid further damage in shipment and all shipments will be via Ground Freight Service unless expedited service and payment of associated fees are requested. Automated RMA tracking, including work performed to repair meters, can be viewed at any time using IPS meter management system.

ATTACHMENT B

PRICING

PRICING TO BE ADDED BEFORE JUNE 2, 2026



IPS GROUP INC.
7737 Kenamar Ct., San Diego, CA
92121
<https://ipsgroup.com>

BILL TO:

Mayors Office

Oxford, MS

,

SHIP TO:

David Sabin

Oxford, MS

107 Courthouse Square
Oxford, MS

Quote No: Q-10461

Quote Date: Jun 1,
2026

**Desired Delivery
Date:** Aug 4, 2026

ACV Type: Hybrid

Sales Rep: Braxton
Ratliff

Start Up Total

\$241,495.00

1. Hardware

SKU	Item Name	Quantity	List Price/Unit	Net Price	Tax Amount	Total With Tax
1881-0010	MS3 10 inch Display EMV/Contactless Accepts Coins Base Model (NO PRINTER)\nCredit Card Decal:\nCoin Box Code:	35	\$6,450.00	\$225,750.00	\$0.00	\$225,750.00
1881-0605	Medeco Mechanical Locks Kit\nUpper Code:\nLower/Vault Code:	35	\$0.00	\$0.00	\$0.00	\$0.00
DEC-1881-800-2	MS3 10" Visa/MasterCard/AmEx/Discover Decal	35	\$0.00	\$0.00	\$0.00	\$0.00
767-0115-US	MOAB US Single Battery Charger Assembly	2	\$79.00	\$158.00	\$0.00	\$158.00

Total

\$225,908.00 \$0.00 \$225,908.00

2. Monthly Management

SKU	Item Name	Quantity	List Price/Unit	Net Price	Tax Amount	Total With Tax
MS SWN	Monthly Secure Gateway/Wireless Data Fee Multi-Space Meters	35	\$0.00	\$0.00	\$0.00	\$0.00

Total

\$0.00 \$0.00 \$0.00

Quote Date: Jun 1, 2026

Quote No: uH2QpbNyCZWSsQhG

Subscription Start Date:

Quote Valid Until: Aug 27,
2026

Subscription End Date:

4. Set Up & Installation

SKU	Item Name	Quantity	List Price/Unit	Net Price	Tax Amount	Total With Tax
Installation (MSPM 2 techs)	On-site installation MSPM	5 Days	\$1,250.00	\$6,250.00	\$0.00	\$6,250.00
MSPM EXT WARRANTY 48	MSPM Extended Warranty 48 months	30	\$0.00	\$0.00	\$0.00	\$0.00

Total

\$6,250.00	\$0.00	\$6,250.00
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6. Freight

SKU	Item Name	Quantity	List Price/Unit	Net Price	Tax Amount	Total With Tax
FREIGHT	Freight	1	\$9,337.00	\$9,337.00	\$0.00	\$9,337.00

Total

\$9,337.00	\$0.00	\$9,337.00
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5. Contracted Rates

SKU	Item Name	Usage Rate
MS CTF	Credit Card Transaction Fee for Multi-Space Parking Meters	\$0.13

Additional Comments:

- Extended Warranty included as part of RFP response.
- Installation includes:
 - Removal of existing SSM(qty 302) and housings. Will help city dispose of equipment at their request
 - Pole removal NOT included
 - 2 IPS techs 5 total days.On Site training and install
- System live an operational by Aug 28th.

Quote Date: Jun 1, 2026

Quote No: uH2QpbNyCZWSsQhG

Subscription Start Date:

Quote Valid Until: Aug 27, 2026

Subscription End Date:

Oxford, MS	
Name	Robyn Tannehill
Title	Mayor
Signature	
Date	



THE CITY OF
OXFORD
MEMORANDUM

To: Board of Aldermen
From: Mark Levy, Director of Special Projects
CC: Hollis Green, Chief Operating Officer; Garrett Black, Asst. Project Manager
Date: June 2, 2026
Re: Request permission to authorize contract with A.S. Fornea Construction for the Indoor Practice Facility (IPF) renovation project.

A.S. Fornea Construction was accepted as the lowest and best bidder for the IPF renovation at the last regular meeting on May 19th. Enclosed is the Standard Form of Agreement Between Owner and Contractor (A101).

The total contract amount is \$868,895.37. The scope includes new interior finishes, bathroom fixtures/finishes, turf, and storefront. The renovated IPF will contain new retail space and an updated cage layout. The existing building footprint will not be changed. The construction timeline is 180 days. The project is expected to be completed by December 12th.

Staff recommends authorization of the contract with A.S. Fornea Construction for the IPF renovation project.

Enclosure (1):

A101-207 A.S. Fornea IPF Renovation Contract

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a Stipulated Sum*

AGREEMENT made as of the 3rd day of June in the year 2026
(In words, indicate day, month and year.)

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

City of Oxford
107 Courthouse Square
Oxford, MS 38655

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

A.S. Fornea Construction, LLC
409 Galleria Drive
Oxford, MS 38655
MS Certificate of Responsibility No. 17370-MC

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

City of Oxford
mTrade Park Indoor Practice Facility Renovation
328 Old Sardis Road
Oxford, MS 38655

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

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

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☒ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ Not later than one hundred eighty (180) calendar days from the date of commencement of the Work.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Eight Hundred Sixty Eight Thousand, Eight Hundred Ninety Five Dollars and Thirty Seven Cents (\$ 868,895.37), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates – Not Used

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Allowance #1 cost of structural engineering for Stair and Mezzanine	Six Thousand and Five Hundred Dollars (\$6,500.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

One Thousand Dollars (\$1,000.00) per each calendar day beyond the Date of Substantial Completion as established by the Notice to Proceed and this Agreement.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 20th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty five (45) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5.00%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Not Used

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

The Owner will retain five percent (5%) of the amount due to Contractor on account of progress payments until the

Work is fifty percent (50%) complete, on schedule, and satisfactory in the Architect's opinion, at which time the Owner may in its discretion release fifty percent (50%) of the retainage held to date for distribution to the appropriate subcontractors and suppliers, provided that future retainage shall be withheld at the rate of two and one-half percent (2-1/2%).

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

1. Retainage will be released minus 150% of the estimated value of the remaining punch list work.
2. Any owner specified critical punch list items shall be 100% complete prior to releasing any retainage.
3. The following items shall be submitted prior to releasing of any retainage:
 - a. As-built drawings and specifications.
 - b. Operation and Maintenance (O&M) manuals.
 - c. Warranties and guarantees from manufacturers and subcontractors.
4. Release of final retainage is contingent upon:
 - a. Consent of Surety to Reduction in or Partial Release of Retainage.
 - b. Conditional or Unconditional Lien Waivers from the Prime Contractor, major subcontractors, and material suppliers, indicating they have been paid up to date.
 - c. Affidavits indicating that all payrolls, bills for materials, and equipment have been paid.
- 5.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Dale Riser, AIA CSI
Principal Architect
1102 Van Buren Ave.
Oxford, MS 38655

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

If the Owner and Contractor 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, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Mark Levy, ASLA
Director of Special Projects
City of Oxford
107 Courthouse Square
Oxford, MS 38655
Email: mlevy@oxfordms.net

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Andrew Fornea
President
A.S. Fornea Construction, LLC
409 Galleria Drive
Oxford, MS 38655
Email: andy@asfornea.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5 Drawings dated March 27, 2026.
- .6 Specifications dated March 27, 2026.
- .7 Addenda, if any:

Number	Date	Pages
1	April 27, 2026	76
2	April 30, 2026	8
3	May 4, 2026	8

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

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

OWNER (Signature)

BY: Hon. Robyn Tannehill, Mayor

(Printed name and title)

CONTRACTOR (Signature)

BY: Andrew Fornea, President

(Printed name and title)

Additions and Deletions Report for AIA® Document A101® – 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 16:56:09 CDT on 05/28/2026.

Changes to original AIA text

PAGE 3

~~[] — By the following date:~~

~~§ 4.2.1 Alternates, if any, included in the Contract Sum:~~

~~§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)~~

~~– Not Used~~

Item	Price
<u>Allowance #1 cost of structural engineering for Stair and Mezzanine</u>	<u>Six Thousand and Five Hundred Dollars (\$6,500.00)</u>

~~§ 4.4 Unit prices, if any:~~

~~(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)~~

~~§ 4.6 Other:~~

~~(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)~~

PAGE 5

1.

~~§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:~~

~~§ 5.3 Interest~~

~~Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~

~~(Insert rate of interest agreed upon, if any.)~~

~~%~~

PAGE 6

~~§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201 – 2017, then the Owner shall pay the Contractor a termination fee as follows:~~

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User Notes:

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(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

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§ 8.7 Other provisions:

- ~~4~~ Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)
- ~~5~~ Drawings
- ~~6~~ Specifications
- 5 Drawings dated March 27, 2026. 6 Specifications dated March 27, 2026.

Number	Date	Pages
<u>1</u>	<u>April 27, 2026</u>	<u>76</u>
<u>2</u>	<u>April 30, 2026</u>	<u>8</u>
<u>3</u>	<u>May 4, 2026</u>	<u>8</u>

- ~~8~~ Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)
 - ☐ AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204 2017 incorporated into this Agreement.)

- ☐ The Sustainability Plan:
- ☐ Supplementary and other Conditions of the Contract:

- ~~9~~ Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™ 2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

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

Variable Information

PAGE 1

AGREEMENT made as of the 3rd day of June in the year 2026

City of Oxford

107 Courthouse Square

Oxford, MS 38655

A.S. Fornea Construction, LLC

409 Galleria Drive

Oxford, MS 38655

MS Certificate of Responsibility No. 17370-MC

City of Oxford

mTrade Park Indoor Practice Facility Renovation

328 Old Sardis Road

Oxford, MS 38655

Beard + Riser Architects PLLC

Mailing Address: 1723-B University Ave. #305

1102 Van Buren Ave.

Oxford, MS 38655

PAGE 2

[X] A date set forth in a notice to proceed issued by the Owner.

PAGE 3

[X] Not later than one hundred eighty (180) calendar days from the date of commencement of the Work.

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Eight Hundred Sixty Eight Thousand, Eight Hundred Ninety Five Dollars and Thirty Seven Cents (\$ 868,895.37), subject to additions and deductions as provided in the Contract Documents.

Item	Price
<u>Allowance #1 cost of structural engineering for Stair and Mezzanine</u>	<u>Six Thousand and Five Hundred Dollars (\$6,500.00)</u>

One Thousand Dollars (\$1,000.00) per each calendar day beyond the Date of Substantial Completion as established by the Notice to Proceed and this Agreement.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 20th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty five (45) days after the Architect receives the Application for Payment.

PAGE 4

Five percent (5.00%)

Not Used

The Owner will retain five percent (5%) of the amount due to Contractor on account of progress payments until

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Work is fifty percent (50%) complete, on schedule, and satisfactory in the Architect's opinion, at which time
the Owner may in its discretion release fifty percent (50%) of the retainage held to date for distribution to the

PAGE 5

appropriate subcontractors and suppliers, provided that future retainage shall be withheld at the rate of two and
one-half

percent (2-1/2%).

1. Retainage will be released minus 150% of the estimated value of the remaining punch list work.
2. Any owner specified critical punch list items shall be 100% complete prior to releasing any retainage.
3. The following items shall be submitted prior to releasing of any retainage:
 - a. As-built drawings and specifications.
 - b. Operation and Maintenance (O&M) manuals.
 - c. Warranties and guarantees from manufacturers and subcontractors.
4. Release of final retainage is contingent upon:
 - a. Consent of Surety to Reduction in or Partial Release of Retainage.
 - b. Conditional or Unconditional Lien Waivers from the Prime Contractor, major subcontractors, and material suppliers, indicating they have been paid up to date.
 - c. Affidavits indicating that all payrolls, bills for materials, and equipment have been paid.

Dale Riser, AIA CSI

Principal Architect
1102 Van Buren Ave.
Oxford, MS 38655

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[☒] Litigation in a court of competent jurisdiction

Mark Levy, ASLA

Director of Special Projects

City of Oxford
107 Courthouse Square

Oxford, MS 38655

Email: mlevy@oxfordms.net

Andrew Fornea

President

A.S. Fornea Construction, LLC

409 Galleria Drive

Oxford, MS 38655

Email: andy@asfornea.com

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Number	Date	Pages
<u>1</u>	<u>April 27, 2026</u>	<u>76</u>
<u>2</u>	<u>April 30, 2026</u>	<u>8</u>
<u>3</u>	<u>May 4, 2026</u>	<u>8</u>

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Dale Riser, AIA, CSI, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:56:09 CDT on 05/28/2026 under Order No. 20250125135 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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MEMORANDUM

To: Mayor and Board of Aldermen

From: John Crawley, City Engineer

CC: Hollis Green, COO / Rob Neely, P.E., General Manager, Oxford Utilities

Date: June 2nd, 2026

Re: Request Approval of Change Order No.4 and Payment Application No.9 and Final, North Lamar Sewer Improvements Project

Engineering requests approval of Change Order No. 4 for the above-captioned project. All work on the base bid of the project has been completed on North Lamar, Hurricane Lane, and Ryland Way. This is the final adjustment(s) change order for the base bid and bid alternate #1.

Final Summary Change Order No. 4 results in a **net decrease** in the contract amount of **\$(52,517.63)**.

Engineering recommends approval.

CHANGE ORDER NO.: 4

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: 5-28-2026 Effective Date of Change Order: 6-02-2026

The Contract is modified as follows upon execution of this Change Order:

Description:

Final quantity adjustments for the Base Bid and Bid Alternate #1.

Attachments:

Change Order Summary #4

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 1,742,268.31	Original Contract Times: Substantial Completion: 210 Calendar Days Ready for final payment: 230 Calendar Days
Increase from previously approved Change Orders No. 1 to No. 2: \$ 136,666.57	No Change from previously approved Change Orders No.1 to No. 2: Substantial Completion: 0 Ready for final payment: 0
Contract Price prior to this Change Order: \$ 1,878,934.88	Contract Times prior to this Change Order: Substantial Completion: 210 Calendar Days Ready for final payment: 230 Calendar Days
Decrease this Change Order: \$ 52,517.63	No Change in this Change Order: Substantial Completion: 0 Ready for final payment: 0
Contract Price incorporating this Change Order: \$ 1,826,417.25	Contract Times with all approved Change Orders: Substantial Completion: 210 Calendar Days Ready for final payment: 230 Calendar Days

Recommended by Engineer (if required)

By: Jonny Wilson

Title: Staff Engineer

Date: 5-28-2026

Authorized by Owner

By: _____

Title: _____

Date: _____

Authorized by Owner

Approved by Funding Agency (if applicable)

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 SUMMARY #4

DATE: 05-28-26

BASE BID

ITEM NO.	DESCRIPTION	UNIT	C.O. #4 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)	0.0	\$ 26.00	\$ -	\$ -
3	BEDDING MATERIAL	CY	0.0	\$ 72.22	\$ -	\$ -
4	TRENCH SAFETY (>5 FT DEPTH)	LS	0.0	\$ 52,000.00	\$ -	\$ -
SUB - TOTAL EXCAVATION					\$ -	\$ -

B. SANITARY SEWER SYSTEM

5	6" SDR-26 PVC PIPE (OPEN CUT) (SERVICE)	LF	0.0	\$ 28.44	\$ -	\$ -
5A	ADDITIONAL SERVICES ON HURRICANE LANE	EA	0.0	\$ 2,000.00	\$ -	\$ -
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	0.0	\$ 48.67	\$ -	\$ -
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	0.0	\$ 12.05	\$ -	\$ -
12.1	4" - 6" SDR-21 UPGRADE IN DIAMETER	LF	0.0	\$ 7.00	\$ -	\$ -
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	0.0	\$ 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					\$ -	\$ -

ITEM NO.	DESCRIPTION	UNIT	C.O. #4 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	0.0	\$ 10.40	\$ -	\$ -
26	PAVEMENT REPLACEMENT (3.5" ASPHALT)	SY	521.0	\$ 28.60	\$ 14,900.60	\$ -
26A	PAVEMENT REPLACEMENT (0.5" ASPHALT LEVELING COURSE)	TONS	(0.87)	\$ 129.80	\$ (112.93)	\$ -
26B	PAVEMENT REPLACEMENT (2.0" OVERLAY)	TONS		\$ 129.80	\$ -	\$ -
27	PAVEMENT REMOVAL (CONCRETE)	SY	0.0	\$ 26.00	\$ -	\$ -
28	PAVEMENT REPLACEMENT (4" CONCRETE)	SY	(120.0)	\$ 52.00	\$ -	\$ (6,240.00)
29	CRUSHED LIMESTONE	TONS	0.0	\$ 61.10	\$ -	\$ -
30	CLAY GRAVEL	SY	0.0	\$ 5.20	\$ -	\$ -
SUB - TOTAL STREET PAVING					\$ 14,787.67	\$ (6,240.00)

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	0.0	\$ 26.00	\$ -	\$ -
SUB - TOTAL MISCELLANEOUS ITEMS					\$ -	\$ -

SUMMARY						
A. EXCAVATION					\$ -	\$ -
B. SANITARY SEWER SYSTEM					\$ -	\$ -
C. STORM SEWER SYSTEM					\$ -	\$ -
D. STREET PAVING					\$ 14,787.67	\$ (6,240.00)
E. MISCELLANEOUS ITEMS					\$ -	\$ -

TOTAL: \$ 14,787.67 \$ (6,240.00)
TOTAL ADJUSTMENT: \$ 8,547.67

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 SUMMARY #4

DATE: 05-28-26

BID ALTERNATE #1

ITEM NO	DESCRIPTION	UNIT	C.O. #4 QUANTITY	UNIT PRICE	NET INCREASE TO CONTRACT	NET DECREASE TO CONTRACT
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A. EXCAVATION

1	SELECT BACKFILL (MISC. LOCATIONS)	CY (LVM)	(100.00)	\$ 26.00	\$ -	\$ (2,600.00)
2	BEDDING MATERIAL	CY	(350.00)	\$ 72.22	\$ -	\$ (25,277.00)
3	TRENCH SAFETY (>5 FT DEPTH)	LS	0.00	\$ 19,500.00	\$ -	\$ -
SUB - TOTAL EXCAVATION					\$ -	\$ (27,877.00)

B. SANITARY SEWER SYSTEM

4	6" SDR-26 PVC PIPE (OPEN CUT) (SERVICE)	LF	(45.00)	\$ 28.44	\$ -	\$ (1,279.80)
5	8" SDR-26 PVC PIPE (OPEN CUT) (0' - 6')	LF	0.00	\$ 42.17	\$ -	\$ -
6	8" SDR-26 PVC PIPE (OPEN CUT) (6' - 10')	LF	0.00	\$ 48.67	\$ -	\$ -
7	8" SDR-26 PVC PIPE (OPEN CUT) (10' - 14')	LF	0.00	\$ 61.67	\$ -	\$ -
8	PROPOSED 48" DIA. SEWER MANHOLE (0' - 6')	EA	0.00	\$ 4,500.00	\$ -	\$ -
9	PROPOSED 48" DIA. SEWER MANHOLE (>6')	VF	0.00	\$ 325.00	\$ -	\$ -
10	TIE TO EXISTING SEWER MANHOLE	EA	0.00	\$ 1,625.00	\$ -	\$ -
11	6" SEWER CLEANOUT	EA	(3.00)	\$ 409.50	\$ -	\$ (1,228.50)
12	COATED COPPER TRACER WIRE (GREEN)	LF	0.00	\$ 0.26	\$ -	\$ -
13	VIDEO INSPECTION	LS	0.00	\$ 1,500.00	\$ -	\$ -
SUB - TOTAL SANITARY SEWER SYSTEM					\$ -	\$ (2,508.30)

C. STORM SEWER SYSTEM

14	15" HDPE N12 STORM DRAIN REPLACEMENT	LF	(50.00)	\$ 32.50	\$ -	\$ (1,625.00)
15	18" HDPE N12 STORM DRAIN REPLACEMENT	LF	(50.00)	\$ 45.50	\$ -	\$ (2,275.00)
16	24" HDPE N12 STORM DRAIN REPLACEMENT	LF	(50.00)	\$ 58.50	\$ -	\$ (2,925.00)
SUB - TOTAL STORM SEWER SYSTEM					\$ -	\$ (6,825.00)

D. STREET PAVING

17	PAVEMENT REMOVAL (ASPHALT)	SY	0.00	\$ 10.40	\$ -	\$ -
18	PAVEMENT REPLACEMENT (3.5" ASPHALT)	SY	(50.00)	\$ 28.60	\$ -	\$ (1,430.00)
19	CRUSHED LIMESTONE	TONS	0.00	\$ 61.10	\$ -	\$ -
SUB - TOTAL STREET PAVING					\$ -	\$ (1,430.00)

ITEM NO	DESCRIPTION	UNIT	C.O. #4 QUANTITY	UNIT PRICE	NET INCREASE TO CONTRACT	NET DECREASE TO CONTRACT
E. MISCELLANEOUS ITEMS						
20	EROSION AND SEDIMENTATION CONTROL	LS	0.00	\$ 6,500.00	\$ -	
21	TRAFFIC CONTROL	LS	0.00	\$ 32,500.00	\$ -	
22	SEED & MULCH	ACRE	0.00	\$ 6,500.00	\$ -	
23	BERMUDA SOD	SY	(300.00)	\$ 6.50	\$ -	\$ (1,950.00)
24	CONCRETE CURB AND GUTTER REPLACEMENT	LF	(150.00)	\$ 32.50	\$ -	\$ (4,875.00)
25	REMOVE & REPLACE 8" WATER MAIN	LF	(200.00)	\$ 78.00	\$ -	\$ (15,600.00)
26	MOBILIZATION	LS	0.00	\$ 13,000.00	\$ -	
SUB - TOTAL MISCELLANEOUS ITEMS					\$ -	\$ (22,425.00)

SUMMARY		
A. EXCAVATION	\$ -	\$ (27,877.00)
B. SANITARY SEWER SYSTEM	\$ -	\$ (2,508.30)
C. STORM SEWER SYSTEM	\$ -	\$ (6,825.00)
D. STREET PAVING	\$ -	\$ (1,430.00)
E. MISCELLANEOUS ITEMS	\$ -	\$ (22,425.00)
TOTAL:		\$ - \$ (61,065.30)

TOTAL BASE BID ADJUSTMENT: \$ 8,547.67
TOTAL BID ALTERNATE #1 ADJUSTMENT: \$ (61,065.30)
TOTAL CO#4 ADJUSTMENT: \$ (52,517.63)

ORIGINAL CONTRACT TOTAL: \$ 1,742,268.31
NET CHANGE BY PREVIOUS CHANGE ORDERS: \$ 136,666.57
NEW CONTRACT TOTAL: \$ 1,826,417.25



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

RE: North Lamar (CR 101) Sewer Project 246-2-SW-5.5
PROJECT NUMBER: 21097

* Pending BOA Approval of Change
Order No. 4 on 6/2/26 *

5/28/26
647-201-720
\$60,188.52

McWI - North Lamar Sewer
Pay App #9 and Final

FROM: Axis Site Work, LLC
31 Highway 328
Oxford MS 38655

PAY APP : REQUEST 9 FINAL
PERIOD: 5/27/2026
CONTRACT AMOUNT: 1,878,928.39

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	300.00	-	300.00	7,800.00
3	BEDDING MATERIAL	120.0	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	1,230.00	-	1,230.00	34,981.20
5A	ADDITIONAL SERVICES ON HURRICANE LANE	4.0	EACH	2,000.00	4.00	-	4.00	8,000.00
6	8" SDR-26 PVC PIPE (OPEN CUT) (0' - 6')	1,103.0	LF	42.17	1,103.00	-	1,103.00	46,513.51
7	8" SDR-26 PVC PIPE (OPEN CUT) (6' - 10')	2,076.0	LF	48.67	2,076.00	-	2,076.00	101,038.92
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	119.00	-	119.00	6,865.11
11	10" SDR-26 PVC PIPE (OPEN CUT) (6' - 10')	1,440.0	LF	70.69	1,440.00	-	1,440.00	101,793.60
12	6" SDR-21 CL 200 PVC FORCE MAIN (OPEN CUT)	1,740.0	LF	12.05	1,740.00	-	1,740.00	20,967.00
12.1	4" - 6" SDR-21 UPGRADE IN DIAMETER	1,740.0	LF	7.00	1,740.00	-	1,740.00	12,180.00
13	6" DR-17 HDPE (FUSED JOINT PIPE) (UNCASED BORE)	424.0	LF	227.50	424.00	-	424.00	96,460.00
14	DUCTILE IRON MECHANICAL JOINT FITTINGS	350.0	LBS	15.41	350.00	-	350.00	5,393.50
15	PROPOSED 48" DIA. SEWER MANHOLE (0' - 6')	23.0	EA	4,500.00	23.00	-	23.00	103,500.00
16	PROPOSED 48" DIA. SEWER MANHOLE (>6')	42.1	VF	325.00	42.10	-	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	50	EA	409.50	50.00	-	50.00	20,475.00
19	NORTH LAMAR LIFT STATION (250 GPM)	1.0	LS	169,000.00	1.00	-	1.00	169,000.00
20	COATED COPPER TRACER WIRE (GREEN)	7,903.0	LF	0.26	7,903.00	-	7,903.00	2,054.78
21	VIDEO INSPECTION	1.0	LS	13,000.00	1.00	-	1.00	13,000.00
22	15" HDPE N12 STORM DRAIN REPLACEMENT	0.0	LF	32.50	-	-	-	-
23	18" HDPE N12 STORM DRAIN REPLACEMENT	0.0	LF	45.50	-	-	-	-
24	24" HDPE N12 STORM DRAIN REPLACEMENT	0.0	LF	58.50	-	-	-	-
25	PAVEMENT REMOVAL (ASPHALT)	4,500.0	SY	10.40	4,500.00	-	4,500.00	46,800.00
26	PAVEMENT REPLACEMENT (3.5" ASPHALT)	1,313.0	SY	28.60	1,313.00	521.00	1,834.00	52,452.40
26A	PAVEMENT REPLACEMENT (0.5" ASPHALT LEVELING COURSE)	268.6	TONS	129.80	267.73	-	267.73	34,751.35
26B	PAVEMENT REPLACEMENT (2.0" OVERLAY)	847.6	TONS	129.80	847.65	-	847.65	110,024.97
27	PAVEMENT REMOVAL (CONCRETE)	300.0	SY	26.00	300.00	-	300.00	7,800.00
28	PAVEMENT REPLACEMENT (4" CONCRETE)	210.0	SY	52.00	90.00	-	90.00	4,680.00
29	CRUSHED LIMESTONE	2,752.0	TONS	61.10	2,752.00	-	2,752.00	168,147.20
30	CLAY GRAVEL	0.0	SY	5.20	-	-	-	-
31	EROSION AND SEDIMENTATION CONTROL	1.0	LS	10,000.00	1.00	-	1.00	10,000.00
32	TRAFFIC CONTROL	1.0	LS	32,500.00	1.00	-	1.00	32,500.00
33	SEED & MULCH	3.0	ACRE	3,250.00	3.00	-	3.00	9,750.00
34	BERMUDA SOD	0.0	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	4,044.0	CY	26.00	4,044.00	-	4,044.00	105,144.00
								-
	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	1.00	-	1.00	19,500.00
40	6" SDR-26 PVC PIPE (OPEN CUT) (SERVICE)	395.0	LF	28.44	350.00	-	350.00	9,954.00
41	8" SDR-26 PVC PIPE (OPEN CUT) (0' - 6')	429.1	LF	42.17	429.10	-	429.10	18,095.15
42	8" SDR-26 PVC PIPE (OPEN CUT) (6' - 10')	622.2	LF	48.67	622.20	-	622.20	30,282.47
43	8" SDR-26 PVC PIPE (OPEN CUT) (10' - 14')	198.2	LF	61.67	198.20	-	198.20	12,222.99
44	PROPOSED 48" DIA. SEWER MANHOLE (0' - 6')	11.0	EA	4,500.00	11.00	-	11.00	49,500.00
45	PROPOSED 48" DIA. SEWER MANHOLE (>6')	18.5	VF	325.00	18.50	-	18.50	6,012.50
46	TIE TO EXISTING SEWER MANHOLE	1.0	EA	1,625.00	1.00	-	1.00	1,625.00
47	6" SEWER CLEANOUT	15.0	EA	409.50	12.00	-	12.00	4,914.00
48	COATED COPPER TRACER WIRE (GREEN)	1,249.5	LF	0.26	1,249.50	-	1,249.50	324.87
49	VIDEO INSPECTION	1.0	LS	2,600.00	1.00	-	1.00	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	1,250.00	-	1,250.00	13,000.00
54	PAVEMENT REPLACEMENT (3.5" ASPHALT)	1,250.0	SY	28.60	1,200.00	-	1,200.00	34,320.00
55	CRUSHED LIMESTONE	450.0	TONS	61.10	450.00	-	450.00	27,495.00
56	EROSION AND SEDIMENTATION CONTROL	1.0	LS	6,500.00	1.00	-	1.00	6,500.00
57	TRAFFIC CONTROL	1.0	LS	32,500.00	1.00	-	1.00	32,500.00
58	SEED & MULCH	0.5	ACRE	6,500.00	0.50	-	0.50	3,250.00
59	BERMUDA SOD	350.0	SY	6.50	50.00	-	50.00	325.00
60	CONCRETE CURB AND GUTTER REPLACEMENT	650.0	LF	32.50	500.00	-	500.00	16,250.00
61	REMOVE & REPLACE 8" WATER MAIN	200.0	LF	78.00	-	-	-	-
62	MOBILIZATION	1.0	LS	13,000.00	1.00	-	1.00	13,000.00
Sub-Total Earned Work								1,826,417.25
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: 5-27-2026

SUBSCRIBED AND SWORN BEFORE ME THIS 27 DAY OF May, 2026
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 \$1,826,417.25
Stored Materials Request \$0.00
Total Request \$1,826,417.25
Less Retainage \$0.00

Less Payments Received \$1,766,228.73
Payment Request 9 \$60,188.52

RECOMMENDED BY ENGINEER:
BY: [Signature]
DATE: 5-27-2026

APPROVED BY OWNER
BY: [Signature]
DATE: 5-28-2026



MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

From: John Crawley, P.E., City Engineer

CC: Hollis Green, COO / Rob Neely, P.E., General Manager, Oxford Utilities

Date: June 2, 2026

Re: Recommendation to Select Waggoner Engineering,
City of Oxford Water and Wastewater Resources Planning

At the regular board meeting on March 3, 2026, permission was given to issue a request for qualifications for the development of facilities master plans for wastewater, water distribution, and stormwater, as needed. Five proposals were received on April 10, 2026, from the following consulting firms:

Allen-Hoshall, Inc.
W. L. Burle Engineers, P.A.
Elliott and Britt Engineering, Inc.
Neel-Schaffer, Inc.
Waggoner Engineering, Inc.

A selection committee consisting of city personnel from Oxford Utilities, the Engineering Department, General Government, and the City of Oxford Board of Aldermen was charged with reviewing and scoring the proposals.

After careful review, the selection committee would like to recommend to the Board of Aldermen the selection of **Waggoner Engineering** and request permission to begin negotiating professional services agreements for these services.

