



AGENDA

City of Oxford

Board of Aldermen

Regular Meeting

Tuesday, October 07, 2025 at 05:00 PM

City Hall Courtroom

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

If you need special assistance related to a disability, please contact the ADA Coordinator or visit the office at: 107 Courthouse Square, Oxford, MS 38655. You may also call (662) 234-2453 (voice) or (662) 232-2300 (voice/TTY).

1. Opening the Meeting

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

2. Regular Agenda: City Clerk's Office

- 2.a. Request permission to approve the minutes from the Regular Meeting on September 16, 2025 and the Recess Meeting on October 1, 2025. (Ashley Atkinson)

Attachments

- 1. [Draft_minutes_09162025.pdf](#)
- 2. [Draft_minutes_10012025.pdf](#)

- 2.b. Request permission to approve the accounts for all city departments. (Ashley Atkinson)
- 2.c. Request permission to approve the Municipal Compliance Questionnaire. (Ashley Atkinson)

Attachments

- 1. [Municipal_compliance_questionnaire_09302025.pdf](#)

- 2.d. Request permission to approve a list of budget amendments and re-allocations for FY 2024-2025. (Ashley Atkinson)

Attachments

- 1. [Amendments_reallocations_FY2025_10072025.pdf](#)

- 2.e. Request permission to advertise for bids for Municipal Depository Services for calendar years 2026-2029. (Ashley Atkinson)

3. Consider the consent agenda:

3.a. Fixed Asset Management:

- i. Request permission to declare a red 2012 Dodge Ram 1500 with VIN 1C6RD7KP0CS178280 and asset tag 1471 and a red 2015 Dodge Ram 1500 with VIN 3C6RR7KTXFG712069 and asset tag 1499 surplus in the Oxford Fire Department and authorize their disposal. (Joey Gardner)
- ii. Request permission to declare a 3rd Eye Side Camera model AWT2020T and SN 4C1FE6 TPC and a Hoshizaki Ice Maker model KM-320MAH and SN D16854E surplus in the Environmental Services Department and authorize their disposal. (Amberlyn Liles)
- iii. Request permission to declare a white 2016 Chevrolet 1500 with VIN 1GCRCMEC0GZ182917 and asset tag 2609, a blue New Holland tractor model TM65 and SN 001186048 and asset tag 3325, and a blue 2000 Dodge 3500 with a VIN ending in 5521 and asset tag 2600 surplus in the Building & Grounds Department and authorize their disposal. (Greg Pinion)
- iv. Request permission to declare a 13" iPad Pro with SN DLXX742NJ262 and asset tag 20052 surplus in the Oxford Police Department and authorize its disposal. (Jeff McCutchen)

Attachments

1. [2015 Dodge.pdf](#)
2. [2011 Dodge.pdf](#)
3. [Env Svcs surplus.pdf](#)
4. [B_G Surplus.pdf](#)
5. [OPD surplus form.pdf](#)

3.b. Human Resources:

- i. Request permission to accept the retirement of Ashley Atkinson in the Financial Administration Department-City Clerk's Office, effective December 31, 2025. (Braxton Tullos)
- ii. Request permission to promote Rayna Matthews in the Environmental Services Department for receiving her Commercial Class I Rubbish Site Operator Certificate. Her new salary will be \$54,636.35. (Braxton Tullos)
- iii. Request permission to accept the resignation of Roderick Holmes (effective October 14, 2025), Taylor Alexander (effective October 15, 2025), and Brandon Cissna-Elliott (effective October 1, 2025) in the Oxford Police Department. (Braxton Tullos)
- iv. Request permission to accept the resignation of Part-Time employees, Taylor Barnes, Johanna Veliz, and James Cooper, in the Oxford Police Department, all effective October 7, 2025. (Braxton Tullos)
- v. Request permission to promote Orrin Todd to Captain in the Oxford Police Department, with a new annual salary of \$81,382.06, effective October 16, 2025. (Braxton Tullos)
- vi. Request permission to promote Dustin Benjamin from RDO to Lieutenant in the Oxford Fire Department, with a new annual salary of \$50,516.14. (Braxton Tullos)
- vii. Request permission to hire Charles Waller as a Firefighter in the Oxford Fire Department, with an annual salary of \$50,516.14. (Braxton Tullos)
- viii. Request permission to accept the resignation of Kelsey Cooper in the mTrade Park Department, effective October 29, 2025. (Braxton Tullos)
- ix. Request permission to promote Alec Vaughn from Turf Grass Specialist to Officer Manager in the mTrade Park Department, with a new annual salary of \$42,241.10, effective October 16, 2025. (Braxton Tullos)
- x. Request permission to hire Hunter Kropf as a Concessionaire in the mTrade Park Department, with an hourly rate of \$10.00. (Braxton Tullos)
- xi. Request permission to appoint Kimberly Hampton as a Public Defender in the Oxford Municipal Court Department. (Braxton Tullos)
- xii. Request permission to approve a step-raise for David Gray in the Development Services-Building Department for the successful completion of his Residential Plumbing Inspector Exam. His new salary will be \$45,618.70. (Braxton Tullos)
- xiii. Request permission to hire Amelia Hirsh as the Volunteer and Community Partnership Coordinator in the Stronger Together Oxford Department, with an annual salary of \$42,500.00. (Braxton Tullos)
- xiv. Request permission to hire Blake Cain as a Patrol Officer in the Oxford Police Department, with an annual salary of \$54,107.60. (Braxton Tullos)
- xv. Request permission to approve volunteers for the Oxford ARC. (Kelli Briscoe)

3.c. Miscellaneous:

- i. Request permission to approve the water and sewer adjustments as per the Oxford Utilities Adjustment Policy. (Rob Neely)
- ii. Request permission to approve Jaeon Johnson as a driver for Oxford Pedicab, LLC. (Jeff McCutchen)
- iii. Request permission to approve Samuel Wershow as a driver for Local Bike Taxi, LLC. (Jeff McCutchen)
- iv. Request permission to approve donations on behalf of the Oxford ARC. (Kelli Briscoe)

Attachments

- 1. [WS_Adjustments_10072025.pdf](#)
- 2. [Johnson_verification.pdf](#)
- 3. [Wershow_verification.pdf](#)

3.d. Travel Requests:

- i. Request permission for an employee to attend the 2025 Winter Municipal Clerk's Conference in Flowood, MS on December 10-12, 2025 at an estimated cost of \$900.00. (Ashley Atkinson)
- ii. Request permission for an employee to attend an MML CMO Evening Class on November 20, 2025 in Oxford, MS at a cost of \$25.00. (Ashley Atkinson)
- iii. Request permission for one employee to attend Photographing the Death Scene on October 15, 2025 in Oxford, MS at an estimated cost of \$150.00. (Jeff McCutchen)
- iv. Request permission for two employees to attend REID Interrogation and Investigation in Collierville, TN on October 21-24, 2025 at an estimated cost of \$1,260.00. (Jeff McCutchen)
- v. Request permission for one employee to attend LPVO Operator training on October 18, 2025 in Nesbit, MS at an estimated cost of \$285.00. (Jeff McCutchen)
- vi. Request permission for 25 employees to attend Bridge the Gap: Agency Success Through Mentoring training on February 17-18, 2026 in Oxford, MS at an estimated cost of \$6,250.00. (Jeff McCutchen)
- vii. Request permission for nine employees to attend First Aid training on October 10, 2025 in Oxford, MS at an estimated cost of \$129.50. (Jeff McCutchen)
- viii. Request permission for one employee to attend Homicide Investigation and Crime Scene Management on October 7-9, 2025 in Oxford, MS at an estimated cost of \$200.00. (Jeff McCutchen)
- ix. Request approval for the 405D Alcohol and Drug Impaired Driving- Training Coordination Grant employees to travel to Southaven, MS on November 4-6, 2025 to host an SFST Class, in accordance with the requirements of the grant. (Jeff McCutchen)
- x. Request permission for three employees to attend the Mississippi- Alabama American Planning Association Conference on October 28-30, 2025 in Hattiesburg, Mississippi at an estimated cost of \$2,675.00. (Ben Request)
- xi. Request permission for an employee to attend the Animal Protection and Wellness Expo in Alpharetta, GA on October 16-19, 2025 at an estimated cost of \$2,000.00. (Kelli Briscoe)
- xii. Request permission for an employee to attend the Dispatch 40 Hour Basic Class on October 20-24, 2025 in Grenada, MS at an estimated cost of \$395.00. (Jeff McCutchen)

4. Regular Agenda: Other Departments

- 4.a. Request permission to approve and authorize the Mayor to sign the FY 2025-2026 5311 Rural Public Transit Grant for the Oxford-University Transit System. (Donna Zampella)

Attachments

- 1. [City of Oxford 2025-2026 5311 CONTRACT.pdf](#)
- 2. [Approved 5311 Budget 2025-2026.pdf](#)

- 4.b. Request permission to advertise for reverse auction bids for approved equipment in the Environmental Services Department. (Amberlyn Liles)
- 4.c. Request permission to advertise for bids for the construction and installation of a synthetic liner for the proposed rubbish site expansion. (Amberlyn Liles)
- 4.d. Appoint Corrine Jackson and Nicolas Brown to the Oxford Tourism Council.
- 4.e. Consider the approval of light pole banners on University Avenue and West Jackson Avenue for Holly Jolly Holidays. (Nadia Thornton)

5. Regular Agenda: Police Department

- 5.a. Request permission to approve a Parade/Assembly Permit for Stronger Together Oxford to host the annual Christmas Parade on December 1, 2025 from 6:30pm-8:30pm. (Jeff McCutchen)

Attachments

1. [2025_Christmas_Parade_Permit.pdf](#)

- 5.b. Request permission to approve a Parade/Assembly Permit for Proof Media Mix to host a promotional event on November 13, 2025 from 5:00pm-11:00pm. (Jeff McCutchen)

Attachments

1. [Proof_Media_Mix_Permit.pdf](#)

- 5.c. Request permission to approve and authorize the Mayor and/or the Police Chief to sign a service agreement with Language Line Services. (Jeff McCutchen)

Attachments

1. [Language_Line_Svcs_Agreement_OPD.pdf](#)

- 5.d. First Reading of a proposed Ordinance amending Chapter 102, Article XXII-Nonconsensual Towing. (Jeff McCutchen)

Attachments

1. [Ordinance_Change_for_Trespass_towing_Format_202589.pdf](#)

6. Regular Agenda: Development Services-Planning Department

- 6.a. First Reading of a Proposed Ordinance amending the Zoning Map for Case #3256 by Blackburn Holdings, LLC (David Blackburn), to rezone +/- 64 acres to Suburban Corridor, +/- 85.5 acres to Suburban Multi-Family, +/- 122.88 acres to Neighborhood Residential and +/- 52.29 acres Suburban Residential East of Highway 7, north of Highway 30 and west of Charger Lane, being further identified as PPINs #3520, #3531, #4425, #4506 & #4635. (Ben Requet)

Attachments

1. [3256_MBoA_First_Reading.pdf](#)

7. Regular Agenda: Special Projects

- 7.a. Request permission to approve Change Order No. 5, in the amount of \$5,895.63, from JP Corp General Contractors for the Development Services Building Remodel Project.

Attachments

1. [Consider_Change_Order_No._5_from_JP_Corp_General_Contractors.pdf](#)

- 7.b. Request permission to approve Change Order No. 3, in the amount of \$5,580.22, from Century Construction for the City Hall Renovation Project.

Attachments

1. [Consider_Change_Order_#3_from_Century_Construction_for_the_City_Hall_Renovation.pdf](#)

8. Regular Agenda: Development Services-Engineering Department

- 8.a. Consider a request for annexation, from Robert Edmister, for property located on George G. "Pat" Patterson Parkway. (John Crawley)

Attachments

1. [EDMISTER_ANNEX_MAP.pdf](#)

- 8.b. Request permission for the mayor to execute the contracts for the Fillmore Avenue, South 11th Street, and Lincoln Avenue Drainage Improvements Project. (John Crawley)

Attachments

1. [Memo_-_Execute_Contracts_for_South_11th,_Fillmore_Drainage_Project.pdf](#)

- 8.c. Request permission for the mayor to execute the contracts for the Punkin Water System- Water Plant Demolition. (John Crawley)

Attachments

1. [Memo - Execute Contracts for Punkin Water System - Water Plant Demolition Project.pdf](#)

- 8.d. Request permission to release Subdivision Bond #11515321 for Isom Hill Subdivision. (John Crawley)

Attachments

1. [Memo - Request to Release Subdivision Bond for Isom Hill - Combined.pdf](#)

- 8.e. Request permission to approve the mayor to execute Task Order No. 2 for Neel-Schaffer for preliminary engineering design of upgrades to the Old Taylor Road/Chucky Mullins/Shiloh intersection. (John Crawley)

Attachments

1. [Memo - Permission to Execute Task Order No. 2 with Neel Schaffer Inc - Combined.pdf](#)

- 8.f. Request permission to approve the mayor to execute the Task Order No. 15A for Waggoner Engineering, Inc., for the improvements and upgrades to the Max Hipp Industrial Park sewer system. (John Crawley)

Attachments

1. [Memo - Permission to Execute Task Order 15A with Waggoner - Combined.pdf](#)

- 8.g. Consider a request from the asphalt stamping contractor to work on Sundays, 10/19 and 10/26, for the crosswalks around the square. (John Crawley)
- 8.h. Request permission to approve and authorize the Mayor to sign the contract for the Punkin Water System-Well Abandonment Project. (John Crawley)

9. Regular Agenda: Closing the Meeting

- 9.a. Consider an executive session.
- 9.b. Adjourn.



MINUTES

City of Oxford

Board of Aldermen

Regular Meeting

Tuesday, September 16, 2025 at 05:00 PM

City Hall Courtroom

1. Opening the Meeting

1.a. Call to Order.

The Regular Meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi, was called to order by Mayor Tannehill at 5:00pm on Tuesday, September 16, 2025, in the courtroom of Oxford City Hall, when and where the following were present:

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

Mayo Mallette, PLLC- Of Counsel
Ashley Atkinson- City Clerk
Hollis Green- Chief Operating Officer
Mark Levy- General Government
Braxton Tullos- Human Resources Director
Holly Tubbs- Human Resources
Ben Requet- Dev Svcs- Director of Planning
John Crawley- Dev Svcs- City Engineer
Johnathan Mizell- Dev Svcs- Building Official
Jeff McCutchen- Police Chief
Rusty Raspberry- Deputy Police Chief
David Sabin- PACE Unit, Oxford Police Department
Paul Sheppard- Oxford Police Department
Joey Gardner- Fire Chief
Shane Fortner- Emergency Management Director
Marlee Carpenter- Stronger Together Director
Rob Neely- General Manager of Oxford Utilities
Amberlyn Liles- Environmental Services Superintendent
Greg Pinion- Buildings & Grounds Superintendent
Kara Giles- Executive Assistant to the Mayor

Kinney Ferris- Visit Oxford Director
Chris Simmons- IT Director-absent
Bryce Hertl- IT Department
Kelli Briscoe- Oxford Animal Resource Center Director
Nickie Denley- Municipal Court Clerk

1.b. Adopt the agenda for the meeting.

It was moved by Alderman Hyneman, seconded by Alderman Huelse to adopt the agenda for the meeting with the addition of items 3.c.x, 3.c.xi, 3.c.xii, 4.b., 4.c., 4.e., 7.d., 8.k., and 8.l. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

1.c. Mayor's Report

2. Regular Agenda: City Clerk's Office

2.a. Request permission to approve the minutes of the Regular Meeting on September 2, 2025 and the Recess Meeting on September 10, 2025. (Ashley Atkinson)

It was moved by Alderman Smith, seconded by Alderman Taylor to approve the minutes of the Regular Meeting on September 2, 2025 and the Recess Meeting on September 10, 2025. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

2.b. Request permission to approve the accounts for all City departments. (Ashley Atkinson)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Crowe to approve the accounts for all city departments, including a claims docket showing General Fund claims numbered 137849-138054 and ACHs 295-298, Water & Sewer claims numbered 40312-40368 and ACHs 256-257, Trust & Agency claims numbered 53439-53513 and ACHs 196-199, Metro Narcotics claims numbered 9232-9239 and ACHs 92-93, OPC Activity Fund claims numbered 4427-4461, and Bond & Interest claims numbered 7034-7035, and totaling \$3,953,318.07. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

3. Consider the consent agenda:

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

3.a. Fixed Asset Management:

- i. Request permission to declare a 64 Gb Apple iPhone 12 with SN H4YK2DA50DXP and asset #22618, a 64 Gb Apple iPhone 12 with SN HT2K8NQR0DXP and asset tag #22868, a 64 Gb Apple iPhone 12 with SN HT2K8TNE0DXP and asset tag 22867, and a 64Gb Apple iPhone with SN HT2K8T7W0DXP and asset tag 2866 surplus in the Development Services - Building Department and authorize their disposal. (Johnathan Mizell)
- ii. Request permission to declare a Zebra handheld ID scanner, Model TC720L and SN21012522526183 surplus in the Oxford Police Department and authorize its disposal. (Jeff McCutchen)
- iii. Request permission to declare a white and silver 40' 18-wheeler box trailer, a white and silver 50' 18-wheeler box trailer, and a white and silver Great Dane 18-wheeler box trailer surplus in the Buildings & Grounds Department and authorize their disposal. (Greg Pinion)
- iv. Request permission to declare a 2010 Gold Medal chips warmer with SN SJ12-04971, a 2018 Carnival King Popcorn Popper with SN 23021820405, three 2022 Carnival King pretzel warmers with SN 1223, three 2022 Carnival King pretzel warmers with SN 1024, a 2023 Brio Countertop Water Dispenser with SN 2412030306, a 2023 Brio Countertop Water Dispenser with SN 2305040582, a 2023 Brio Countertop Water Dispenser with SN 2305040382 surplus at mTrade Park and authorize their disposal. (Brad Freeman)

Agenda Attachments

1. [Bldg Dept- surplus of 4 iphones.pdf](#)
2. [OPD_surplus.pdf](#)
3. [B&G Surplus Items- BOA 9.16.25.pdf](#)
4. [mTrade- surplus combined.pdf](#)

3.b. Grants:

- i. Request permission to accept the FY2026 405D Alcohol and Drug Impaired Driving Training Grant, No. M5TR-2026- MD-22-51, from the MS Department of Public Safety, MS Office of Highway Safety in the amount of \$560,097.94 for the Oxford Police Department. (Jeff McCutchen)
- ii. Request permission to apply for a MS Opioid Settlement Fund Grant, for up to \$50,000.00 with no required match, for the benefit of the Oxford Fire Department. (Joey Gardner)

Agenda Attachments

1. [OPD- Training Grant Agreement.pdf](#)

3.c. Human Resources:

- i. Request permission to promote Kristi Carwile to LEAD Communications Officer, with a new annual salary of \$42,998.70, effective October 1, 2025; and to promote Roderick Holmes to LEAD Communications Officer, with a new annual salary of \$44,319.27, effective October 1, 2025; and to promote LaErin Burton to LEAD Communications Officer, with a new annual salary of \$42,998.70, effective October 1, 2025, and to promote Keaton Varnon from Communications Officer to Patrol Officer, with a new annual salary of \$54,107.60, effective October 1, 2025 in the Oxford Police Department. (Braxton Tullos)
- ii. Request permission to correct Samuel Rutherford's salary in the Oxford Police Department to \$65,878.80. (Braxton Tullos)
- iii. Request permission to hire Greer Nabors as a Patrol Officer in the Oxford Police Department, with an annual salary of \$54,107.60. (Braxton Tullos)
- iv. Request permission to accept the resignation of Spencer Hillhouse in the Oxford Conference Center Department, effective September 23, 2025. (Braxton Tullos)
- v. Request permission to hire Erik Niederhauser as a Firefighter/Paramedic in the Oxford Fire Department, with an annual salary of \$63,610.02. (Braxton Tullos)
- vi. Request permission to transfer and promote Jalen Gross from Seasonal Laborer in the Environmental Services Department to full-time Hydrant Technician in the Oxford Fire Department, with a new annual salary of \$40,170.00. (Braxton Tullos)
- vii. Request permission to approve the resignation of Part-Time employees Noah Barron, Elisa Fuhrken, Anthony Gottlich, and Mae Shelby in the Historic Properties Department. (Braxton Tullos)
- viii. Request permission to hire David Swain and Chloe Rea as Part-time Concessionaires in the mTrade Park Department, each with an hourly rate of \$10.00. (Braxton Tullos)
- ix. Request permission to promote Seasonal Driver, Dexter Baker, to a full-time Driver in the Environmental Services Department, with a new annual salary of \$43,680.00. (Braxton Tullos)
- x. Request permission to hire Rhonda Burchett as a Chief Financial Officer in the Financial Administration Department, with an annual salary of \$175,000.00. (Braxton Tullos)
- xi. Request permission to hire Tiffany Wilson as a Deputy Court Clerk in the Municipal Court Department, with an annual salary of \$45,205.60. (Braxton Tullos)
- xii. Request permission to transfer the following employees in the Buildings & Grounds Department to the Landscape Services Department: Nicholas Matthews, Whitney Blanchard, Ontario Fitts, Travis Trimble, McKinley Hamilton, Dalton Moore, Rashun Rockette, Larry Nelson, Cameren Brewer, Xavier Houston, William Ledford, Tyler May, Landon Hudson, Bradley Smith, and to transfer Aaron Gilliom and Aff Burt from the Environmental Services Department to the Landscape Services Department; and to transfer Michael Grant, Lawson Tharpe, Daniel Ross, Elijah House, Kiree Wilson, Al Neely, Desmond Mayes, Robert White, Norma Prewitt, Donald Smith, and Allen Coaten to the Facilities Maintenance Department, effective October 1, 2025. (Braxton Tullos)

3.d. Miscellaneous:

- i. Request permission to accept a donation for the benefit of the Oxford Police Department. (Jeff McCutchen)
- ii. Request permission to approve Nicole Strobel and Stephen Guirl as drivers for Local Bike Taxi, LLC. (Jeff McCutchen)
- iii. Consider Water and/ or Sewer bill adjustments in accordance with Oxford Utilities Leak

Agenda Attachments

1. [OU- Water Sewer Adjustments.pdf](#)

3.e. Travel Requests:

- i. Request permission for one OPD employee to attend Pistol Optics Fundamentals & Proficiency on October 1– 2, 2025, in Tupelo, MS, at an estimated cost of \$309.27. (Jeff McCutchen)
- ii. Request permission for four OPD employees to attend the Emergency Vehicle Operation Instructor training on November 17– 21, 2025, in Moorhead, MS, at an estimated cost of \$5,832.00. (Jeff McCutchen)
- iii. Request permission for two OFD employees to attend the 2025 Tennessee Fire Safety Inspectors Association Conference on December 2– 5, 2025, in Murfreesboro, TN, at an estimated cost of \$1,854.00. (Joey Gardner)
- iv. Request permission for an OFD employee to attend Special Operations in the Fire Service on November 17–21, 2025, in Pensacola, FL, at an estimated cost of \$842.35. (Joey Gardner)
- v. Request permission for nine OFD employees to attend an ARFF Live Burn at the MS State Fire Academy on September 18, 2025, at no cost to the City. (Joey Gardner)
- vi. Request permission for two OFD employees to attend Haz Mat A & O training at the MS State Fire Academy on September 21–25, 2025, at no cost to the City. (Joey Gardner)
- vii. Request permission for two OFD employees to attend Haz Mat A & O training at the MS State Fire Academy on November 9–13, 2025, at no cost to the City. (Joey Gardner)
- viii. Request permission for one employee from the City Clerk's Office to attend the Winter Clerk Conference on December 10– 12, 2025, in Flowood, MS, at an estimated cost of \$900.00. (Ashley Atkinson)
- ix. Request permission for one employee in the General Government Department to attend the MAST Conference on October 15– 17, 2025, in Long Beach, MS, at an estimated cost of \$574.00. (Hollis Green)
- x. Request permission for three employees to travel to Washington, D.C., on November 2– 5, 2025, to meet with legislators on behalf of the City of Oxford at an estimated cost of \$6,500.00. (Hollis Green)
- xi. Request permission for one employee in the Oxford Utilities Department – Electric Division to attend the North Mississippi Engineering and Operations Plant Tour on October 16, 2025, in Tuscaloosa, AL, at an estimated cost of \$178.00. (Rob Neely)
- xii. Request permission for one employee in the HR Department to attend the Mississippi Economic Council's third session of Leadership Mississippi on October 1- 3, 2025, in Starkville, MS, at an estimated cost of \$400.00. (Braxton Tullos)

4. Regular Agenda: Other Departments

- 4.a. Request permission to approve and authorize the Mayor to sign a purchase/order agreement, in the amount of \$1,353,877.00, for a 75' Ladder Truck for the Oxford Fire Department. (Joey Gardner)

It was moved by Alderman Huelse, seconded by Alderman Howell-Atkinson to approve and authorize the Mayor to sign a purchase/order agreement, in the amount of \$1,353,877.00, for a 75' ladder truck for the Oxford Fire Department. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 4.b. Recognition of the Oxford Police Department Medal of Valor Award winner.

The Board recognized Oxford Police Department employee, Macarell Hickinbottom, as the winner of the Medal of Valor Award, for his actions during a recent active shooter event. The Board thanked him for his heroism and dedication to the community.

- 4.c. Recognition of the Oxford Police Department Gold Line Award winners.

The Board recognized Oxford Police Department employees, Kristi Carwile, Jeannie Gonzalez-Jones, Agela Carlisle, Christina Hervey, and LaErin Burton, as the winners of the Gold Line Award, for their actions during a recent active shooter event. The Board thanked them for their calm direction during a hectic event and their dedication to the community.

4.d. Consider Oxford Utilities Department - Electric Division Construction Policy. (Rob Neely)

Agenda Attachments

1. [OU- Construction Policy.pdf](#)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Smith to approve the proposed Oxford Utilities Department-Electric Division Construction Policy, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

4.e. Request permission to accept the low quote received for insurance for the Oxford-University Transit System. (Donna Zampella)

Agenda Attachments

1. [RLI Quote.pdf](#)

It was moved by Alderman Huelse, seconded by Alderman Smith to accept the low quote, from RLI, in the amount of \$589,409.00, for insurance for the Oxford-University Transit System. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

5. Regular Agenda: Police Department

5.a. Request permission to approve a Parade/Assembly Permit for the UM Athletics Department to have a photoshoot/video shoot on the top floor of the City's Downtown Parking Garage on September 22, 2025 from 4:00-7:00pm. (Jeff McCutchen)

Agenda Attachments

1. [UM_Parade_Assembly_Permit.pdf](#)

It was moved by Alderman Huelse, seconded by Alderman Crowe to approve a Parade/Assembly Permit for the UM Athletics Department to have a photoshoot/video shoot on the top floor of the City's Downtown Parking Garage on September 22, 2025 from 4:00-7:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6. Regular Agenda: Development Services-Planning Department

6.a. Request approval of a Final Plat for Case #3260, MFM Developments (JW McCurdy) for 'Colonnade Crossing Subdivision, Phase 5', for property located at Claremont Avenue (PPIN #4563)

Agenda Attachments

1. [3260 MBoA.pdf](#)

It was moved by Alderman Hyneman, seconded by Alderman Taylor to approve a Final Plat for Case #3260, MFM Developments (JW McCurdy) for "Colonnade Crossing Subdivision, Phase 5", for property located at Claremont Avenue, being further identified as PPIN 4563. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6.b. Request approval of a Preliminary and Final Plat for Case #3261, Landmark Properties, LLC (Bryan Boyle) for 'Oxford Farms Subdivision, Phase 13', for property located at 2665 Oxford Way (PPIN #7984)

Agenda Attachments

1. [3261 MBoA.pdf](#)

It was moved by Alderman Hyneman, seconded by Alderman Huelse to approve a Preliminary and Final Plat for Case #3261, Landmark Properties, LLC (Bryan Boyle) for "Oxford Farms Subdivision, Phase 13", for property located at 2665 Oxford Way, being further identified as PPIN #7984. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

7. Regular Agenda: Special Projects

7.a. Consider Change Order No. 1 from BCI, Inc. for the OPC Activity Center Campus Camera System Project. (Mark Levy)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Crowe to approve

Change Order No. 1 from BCI, Inc., in the amount of \$27,340.60 for the OPC Activity Center Campus Camera System Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 7.b. Request permission to advertise for bids for the FY 2025-2026 Police Vehicle Upfits. (Mark Levy)

Agenda Attachments

1. [GenGovt- Advertise for police vehicle upfits.pdf](#)

It was moved by Alderman Huelse, seconded by Alderman Crowe to advertise for bids for the FY 2025-2026 Police Vehicle Upfits. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 7.c. Request approval of a professional services contract with Beard + Riser for the interior renovation of the Oxford Orthopedic Indoor Practice Facility at mTrade Park. (Mark Levy)

Agenda Attachments

1. [GenGovt- Beard + Riser contract for mTrade IPF.pdf](#)

It was moved by Alderman Smith, seconded by Alderman Crowe to approve a professional services contract with Beard + Riser for the interior renovation of the Oxford Orthopedic Indoor Practice Facility at mTrade Park. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 7.d. Request permission to accept the low bid from Industrial Frigo and authorize the Mayor to sign a contract for a temporary ice skating rink for Holly Jolly Holidays at mTrade Park. (Mark Levy)

Agenda Attachments

1. [Temporary_Skating_Rink-Bid_Documents-FINAL_CONTRACT-09.15.2025.pdf](#)

It was moved by Alderman Crowe, seconded by Alderman Howell-Atkinson to accept the low bid from Industrial Frigo and authorize the Mayor to sign a contract, in the amount of \$69,500.00, for a temporary ice skating rink for Holly Jolly Holidays at mTrade Park. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

8. Regular Agenda: Development Services-Engineering Department

- 8.a. Request to accept the low bids for the Fiscal Year 2025-2026 Annual Material Bids for the City of Oxford. (John Crawley)

Agenda Attachments

1. [Eng- FY2526 Annual Bid.pdf](#)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Crowe to accept the low bids for the Fiscal Year 2025-2026 Annual Material Bids for the City of Oxford, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 8.b. Request to accept the low bid for the Fillmore Avenue, South 11th Street, and Lincoln Avenue Drainage Improvements Project. (John Crawley)

Agenda Attachments

1. [Eng- Fillmore, South 11th, Lincoln Drainage.pdf](#)

It was moved by Alderman Crowe, seconded by Alderman Hyneman to accept the low bid for the Fillmore Avenue, South 11th Street, and Lincoln Avenue Drainage Improvements Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 8.c. Request permission to advertise for the Sewer Extension at Highway 314 and Gus Booker Road. (John Crawley)

Agenda Attachments

1. [Eng- Advertise for Sewer Ext at Hwy 314 and Gus Booker Road.pdf](#)

It was moved by Alderman Huelse, seconded by Alderman Crowe to advertise for bids for the Sewer Extension at Highway 314 and Gus Booker Road. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 8.d. Request permission for the Mayor to execute the professional services contracts with Elliott and Britt, PA, for the Pegues Road Extension Project. (John Crawley)

Agenda Attachments

1. [Eng- Contract for Pegues Road Extension.pdf](#)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Smith to authorize the Mayor to execute the professional services contracts with Elliott & Britt, PA, for the Pegues Road Extension Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 8.e. Request to approve Change Order No. 1 for the College Hill Lift Stations Project. (John Crawley)

Agenda Attachments

1. [Eng- Change Order 1- College Hill Lift Stations Project .pdf](#)

It was moved by Alderman Crowe, seconded by Alderman Hyneman to approve Change Order No. 1, to Hemphill Construction, Inc., in the amount of \$20,354.31, for the College Hill Lift Station Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 8.f. Request to approve Change Order No. 4 for the North Lamar Sewer Improvements Project. (John Crawley)

Agenda Attachments

1. [Eng- Change Order 4 - North Lamar Sewer Improvements Project .pdf](#)

This item should have been removed from the agenda at item 1.b.

It was moved by Alderman Huelse, seconded by Alderman Howell-Atkinson to remove this item from the agenda. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 8.g. Request to approve Change Order No. 8 for the SR 7 Water and Sewer Relocations Project, Phase 2 B. (John Crawley)

Agenda Attachments

1. [Eng- Change Order 8- SR 7 Utility Relocations Project Phase 2B .pdf](#)

It was moved by Alderman Huelse, seconded by Alderman Howell-Atkinson to approve Change Order No. 8, from Argo Construction, in the amount of \$10,186.25, for the SR 7 Water and Sewer Relocation Project, Phase 2B. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 8.h. Request to approve Change Order No. 9 & Final for the SR 7 Water and Sewer Relocations Project, Phase 2 B. (John Crawley)

Agenda Attachments

1. [Eng- Change Order 9 and Final - SR 7 Utility Relocations Project Phase 2B .pdf](#)

It was moved by Alderman Crowe, seconded by Alderman Smith to approve Change Order No. 9-Final, from Argo Construction, in the amount of (\$124,240.19), for the SR 7 Water and Sewer Relocations Project, Phase 2B. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 8.i. Request to approve night work for the contractor for the South Lamar Pedestrian Improvements Project. (John Crawley)

Agenda Attachments

1. [Eng- Night Work for the South Lamar Ped Improv Project.pdf](#)

It was moved by Alderman Huelse, seconded by Alderman Hyneman to approve night work for the contractor for the South Lamar Pedestrian Improvements Project, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 8.j. Request permission to close Varner Loop. (John Crawley)

Agenda Attachments

1. [Eng- Close Varner Loop .pdf](#)

After a brief discussion, it was moved by Alderman Smith, seconded by Alderman Hyneman to close Varner Loop, between Rogers Road and Ivy Road. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 8.k. Request permission to approve and authorize the Mayor to sign contracts for the Haley Well project. (John Crawley)

Agenda Attachments

1. [Memo - Permission to Execute Contracts - Haley Well No. 2.pdf](#)

It was moved by Alderman Hyneman, seconded by Alderman Taylor to approve and authorize the Mayor to sign contracts for the Haley Well project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 8.l. Request permission to obtain two appraisals for property needed for the Howell Loop Easement. (John Crawley)

Agenda Attachments

1. [Memo-Permission to obtain 2 appraisals for Howell loop lift station upgrades.pdf](#)

2. [Howell Loop LS-Easement Survey_Revised 09-02-25.pdf](#)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Crowe to obtain two appraisals for property needed for the Howell Loop Easement. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

9. Regular Agenda: Closing the Meeting

9.a. Consider an executive session.

It was moved by Alderman Howell-Atkinson, seconded by Alderman Crowe to consider an executive session for issues related to property ownership. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Crowe, seconded by Alderman Howell-Atkinson to enter into an executive session for issues related to property ownership for property located on F.D. "Buddy" East Parkway, a City-owned property, and property needed for a proposed road near the hospital. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Hulse, seconded by Alderman Hyneman to obtain appraisals for the property needed for the proposed road, based on the preferred design (the 45 degree road), to connect Oxford Way to Belk Boulevard. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

9.b. Recess to meet on Wednesday, October 1, 2025 at 1:00pm.

It was moved by Alderman Howell-Atkinson, seconded by Alderman Crowe to recess the meeting until Wednesday, October 1, 2025 at 1:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

Robyn Tannehill, Mayor

Ashley Atkinson, City Clerk-Finance Director



MINUTES

City of Oxford

Board of Aldermen

Recess Meeting

Wednesday, October 01, 2025 at 01:00 PM

City Hall Courtroom

1. Opening the Meeting

1.a. Call to Order.

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

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

Mayo Mallette, PLLC- Of Counsel
Ashley Atkinson- City Clerk
Hollis Green- Chief Operating Officer
Mark Levy- General Government
Braxton Tullos- Human Resources Director
Ben Requet- Dev Svcs- Director of Planning
John Crawley- Dev Svcs- City Engineer
Jeff McCutchen- Police Chief
Shane Fortner- Emergency Management Director
Rob Neely- General Manager of Oxford Utilities

1.b. Adopt the agenda for the meeting.

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

2. Consider the consent agenda:

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

2.a. Human Resources:

- i. Request permission to hire Andy Linder as a Zoning Inspector in the Development Services-

- Planning Department, with an annual salary of \$43,000.00. (Braxton Tullos)
- ii. Request permission to hire Justin Staggs and Kevin Henson as Water/ Wastewater Technicians in the Oxford Utilities- Water & Sewer Division, each with an annual salary of \$41,371.20. (Braxton Tullos)
- iii. Request permission to accept the resignation of Charles Moore in the Oxford Fire Department, effective September 18, 2025. (Braxton Tullos)
- iv. Request permission to hire Gracie Sherman, as a Concessionaire, in the mTrade Park Department, with an hourly rate of \$10.00. (Braxton Tullos)
- v. Request permission to accept the resignation of Abby McHenry, an intern in the Development Services Department, effective October 7, 2025. (Braxton Tullos)

3. Regular Agenda: New Business

3.a. Update from O-L, Inc. (Ryan Miller)

Ryan Miller, Director of O-L, Inc. (formerly Oxford-Lafayette County Economic Development Foundation or EDF), updated the Board on current activities and goals for the upcoming year with regard to future economic development. Along with the name change, there is a new website and new look for everything associated with the old EDF. The Board thanked him for the information and they look forward to future updates.

3.b. Request permission to approve a claims docket for FY 2024-2025. (Ashley Atkinson)

It was moved by Alderman Bailey, seconded by Alderman Smith to approve a claims docket for FY 2024-2025, showing General Fund claims numbered 138055-138064, Trust & Agency Fund claims numbered 53527-53529, and Metro Narcotics claims numbered 9240-9241, and totaling \$53,052.20. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

3.c. Request permission to approve a claims docket for FY 2025-2026. (Ashley Atkinson)

It was moved by Alderman Bailey, seconded by Alderman Smith to approve a claims docket for FY 2025-2026, showing General Fund claims numbered 138065-138069, a Trust & Agency claim numbered 53512, and totaling \$879,395.88. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

3.d. Request permission to approve and authorize the Mayor to sign a new National Opioids Settlement: Secondary Manufacturers, Reference #CL-1767352. (Ashley Atkinson)

Agenda Attachments

1. [Opioid Settlement_#CL1767352.pdf](#)

It was moved by Alderman Bailey, seconded by Alderman Smith to approve and authorize the Mayor to sign a new National Opioids Settlement: Secondary Manufacturers, Reference #CL-1767352. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

3.e. Discuss health insurance. (Braxton Tullos)

The Board discussed the City's health insurance policy. Blue Cross Blue Shield has projected a 45% premium increase for the upcoming year. This increase was not included in the budget, so the FY 2025-2026 budget will have to be amended at some point during the year. No action was taken at this time.

3.f. Request permission to apply for an MOHS Grant, in the amount of \$50,000.00, for the purchase of a generator for City Hall. (Shane Fortner)

It was moved by Alderman Huelse, seconded by Alderman Howell-Atkinson to apply for a MOHS Grant, in the amount of \$50,000.00, for the purchase of a generator for City Hall. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

3.g. Request permission to advertise for bids for "Pay-by-Plate" Parking Meters. (Shane Fortner)

It was moved by Alderman Huelse, seconded by Alderman Hyneman to advertise for bids for "Pay-by-Plate" Parking Meters. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

3.h. Consider a contract for professional services for an Annexation Assessment for the City of

Oxford. (Ben Requet)

Agenda Attachments

1. [Oxford Annexation Assessment Memo.pdf](#)

It was moved by Alderman Huelse, seconded by Alderman Howell-Atkinson to approve a contract with Orion Planning & Design, in the amount of not to exceed \$20,000.00, for an Annexation Assessment for the City of Oxford. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 3.i. Request permission to accept the reverse auction bids received and authorize the purchase of a directional boring machine for the Oxford Utilities-Electric Division. (Rob Neely)

Agenda Attachments

1. [Reverse_auction_OU.pdf](#)

It was moved by Alderman Huelse, seconded by Alderman Taylor to accept the reverse auction bids received and authorize the purchase of a directional boring machine from VermeerFN, in the amount of \$285,974.00, for the Oxford Utilities-Electric Division. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 3.j. Request permission to reject the bids received for the Stone Center Pickleball Courts, and advertise for rebid. (Mark Levy)

Agenda Attachments

1. [Memo-Permission to reject bids for the Stone Center Pickle Ball courts.pdf](#)

2. [AS.01_G801-2017_Form Rev.pdf](#)

It was moved by Alderman Huelse, seconded by Alderman Hyneman to reject the bids received for the Stone Center Pickleball Courts Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Hyneman, seconded by Alderman Huelse to authorize Beard + Riser to re-design the project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Huelse, seconded by Alderman Hyneman to re-advertise for bids for the newly re-designed Stone Center Pickleball Courts Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 3.k. Discuss a building use policy for all city properties. (Mark Levy)

Agenda Attachments

1. [Memo-Discuss use policy for city properties.pdf](#)

2. [Building_Use_Guidelines-Draft for Review-09.26.2025.pdf](#)

The Board discussed a proposed Building Use Policy for all city properties. There was no action taken.

- 3.l. Discuss the extension of revocable license for outdoor dining. (Mark Levy)

Agenda Attachments

1. [Memo-Consider four year outdoor seating licenses.pdf](#)

After a brief discussion, it was moved by Alderman Bailey, seconded by Alderman Hyneman to approve a four-year extension of the outdoor dining leases, using \$31.00 per square foot, plus a \$1.00 per square foot annual cost accelerator clause. The new leases will be approved individually at a future meeting. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 3.m. Consider Change Order No. 2 from Century Construction for the Oxford City Hall Renovation Project. (Mark Levy)

Agenda Attachments

1. [Consider Change Order No 2 from Century Construction for the Oxford City Hall Renovation.pdf](#)

It was moved by Alderman Bailey, seconded by Alderman Hyneman to approve Change Order No. 2, in the amount of \$21,753.00, from Century Construction for the Oxford City Hall Renovation Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 3.n. Consider a request to close the sidewalk on East Jackson Avenue in front of the Lafayette County Detention Center, to facilitate construction in that area. (John Crawley)

It was moved by Alderman Huelse, seconded by Alderman Bailey to approve a request to close the sidewalk on East Jackson Avenue in front of the Lafayette County Detention Center, to facilitate construction in that area. There will be a pedestrian detour around the area for approximately a month; and the Board would like to see it closed immediately and construction be complete, with the sidewalk reopened, by October 29th, if possible. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 3.o. Request permission to approve a quote for an emergency sewer repair at Avent and Chandler Avenue. (John Crawley)

Agenda Attachments

1. [Memo-Approve Quotes for Emergency Sewer Repair Avent and Chandler Streets.pdf](#)
2. [Avent St Sewer - C.1 - Layout.pdf](#)
3. [M&N-Sisk Ave-Avent St..pdf](#)
4. [MC-Sisk Ave-Avent St..pdf](#)

It was moved by Alderman Smith, seconded by Alderman Huelse to approve an emergency purchase of \$97,560.00, for an emergency sewer repair at Avent and Chandler Avenue. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 3.p. Consider a request for Sunday work at the Magnolia Collection on non-ballgame weekends. (John Crawley)

It was moved by Alderman Huelse, seconded by Alderman Hyneman to approve a request for Sunday work at the Magnolia Collection on non-ballgame weekends, from 7:00am-7:00pm, if no complaints are received from neighbors, or from 12:00pm-7:00pm, if there are complaints received. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

4. Closing the Meeting

- 4.a. Consider an executive session.

It was moved by Alderman Hyneman, seconded by Alderman Howell-Atkinson to consider an executive session for a matter related to property ownership and matters of potential litigation. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Smith, seconded by Alderman Howell-Atkinson to enter into an executive session for a matter related to property ownership for a city building, a matter of potential litigation regarding a water tank/well, a matter of potential litigation regarding a proposed road, a matter of potential litigation regarding a Planning Commission appeal, and a matter of potential litigation regarding private use of city property. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

- 4.b. Adjourn.

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

Robyn Tannehill, Mayor

Ashley Atkinson, City Clerk-Finance Director

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:

City of Oxford 107 Courthouse Square Oxford, MS 38655

2. List the date and population of the latest official U.S. Census or most recent official census:

2020 25,600

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).

4. Period of time covered by this questionnaire:

From: 10/1/2024 To: 9/30/2025

5. Expiration date of current elected officials' term: 6/2029

Year Ended September 30, 20__

PART I - General

- [illegible]

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12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance?
(Section 21-35-31 or 21-17-19)

Y

PART II - Cash and Related Records

1. Where required, is a claims docket maintained?
(Section 21-39-7)
2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9)
3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued?
(Section 21-39-7)
4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13)
5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn?
(Section 21-39-13)
6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9)
7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23)
8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205)
9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25)
10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25)

Y

Y

Y

Y

Y

Y

Y

Y

Y

Y

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11)
12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13)
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17)
14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363)
15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323)
16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.]
17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide)
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41?
19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41)

Y

Y

Y

Y

Y

Y

N, some of the recent purchases are not yet

Y

NA

PART III - Purchasing and Receiving

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)]
2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)]
3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)]
4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23)

Y

Y

Y

Y

PART IV - Bonds and Other Debt

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303)
2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87)
3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65)
4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317)
5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5)

Y

Y

Y

Y

Y

PART V - Taxes and Other Receipts

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167)
2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53)
3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63)
4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53)
5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321)
6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5)
7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1)
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37)

Y

Y

Y

Y

Y

Y

Y

Y

9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) NA
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) Y
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) Y
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) Y
13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) Y
14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) Y
15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) N, starting soon

IV-B6

(MUNICIPAL NAME)

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2025

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Acford, and, to the best of our knowledge and belief, all responses are accurate.


(City Clerk's Signature)

(Mayor's Signature)

10/1/2025
(Date)

(Date)

Minute Book References:

Book Number _____

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)

General Fund Amendments & Reallocations

Revenue

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>	
001-000-218	\$ 325,000.00	\$ 361,000.00	\$ 36,000.00	Planning Dept. Income
001-000-220	\$ 95,000.00	\$ 116,000.00	\$ 21,000.00	Privilege License
001-000-222	\$ 2,500,000.00	\$ 2,937,000.00	\$ 437,000.00	Bldg & Zoning
001-000-260	\$ 14,000,000.00	\$ 14,714,000.00	\$ 714,000.00	Sales Tax-Revenue
001-000-261	\$ 205,000.00	\$ 245,000.00	\$ 40,000.00	ABC Licenses
001-000-272	\$ 1,595,000.00	\$ 737,000.00	\$ (858,000.00)	Univ of MS Fire Protection
001-000-300	\$ 100,000.00	\$ 120,000.00	\$ 20,000.00	Damages on Redemptions
001-000-305	\$ 60,000.00	\$ 70,000.00	\$ 10,000.00	Income from Police Dept Fees
001-000-310	\$ 40,000.00	\$ 44,000.00	\$ 4,000.00	Income from Animal Resource Center-Adoptions
001-000-311	\$ 35,000.00	\$ 74,000.00	\$ 39,000.00	Income from Swimming Pool
001-000-341	\$ 1,581,000.00	\$ 1,090,000.00	\$ (491,000.00)	Interest Earned
001-000-345	\$ 1,125,000.00	\$ 1,235,000.00	\$ 110,000.00	mTrade Park Concessions
001-000-330	\$ 550,000.00	\$ 755,000.00	\$ 205,000.00	Court Fines/Forfeits
	<u>\$ 22,211,000.00</u>	<u>\$ 22,498,000.00</u>	<u>\$ 287,000.00</u>	Net Change to Revenue

Expenses

Judicial

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>	
001-010-575	\$ 5,000.00	\$ -	\$ (5,000.00)	
001-010-580	\$ 25,000.00	\$ 20,000.00	\$ (5,000.00)	
001-010-600	\$ 90,000.00	\$ 100,000.00	\$ 10,000.00	
			<u>\$ -</u>	net change to dept.

Financial Administration

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>	
001-040-585	\$ 92,288.00	\$ 114,000.00	\$ 21,712.00	
001-040-600	\$ 135,000.00	\$ 113,288.00	\$ (21,712.00)	
			<u>\$ -</u>	net change to dept.

General Government

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>	
001-093-491	\$ 443,422.00	\$ 404,000.00	\$ (39,422.00)	
001-093-700	\$ 1,000,000.00	\$ 75,000.00	\$ (925,000.00)	
001-093-720	\$ 50,000.00	\$ 870,000.00	\$ 820,000.00	
001-093-625	\$ 425,000.00	\$ 569,422.00	\$ 144,422.00	
			<u>\$ -</u>	net change to dept.

Fire Department

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>	
001-160-575	\$ 18,000.00	\$ 70,000.00	\$ 52,000.00	
001-160-850	\$ 361,500.00	\$ 390,300.00	\$ 28,800.00	
001-160-740	\$ 853,500.00	\$ -	\$ (853,500.00)	*fire truck rebudgeted to FY2026
			<u>\$ (772,700.00)</u>	net change to dept.

Env Svcs-ROW

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
001-240-440	\$ 125,000.00	\$ 215,200.00	\$ 90,200.00
001-240-525	\$ 10,000.00	\$ 16,000.00	\$ 6,000.00
001-240-600	\$ 250,000.00	\$ 289,000.00	\$ 39,000.00

\$ 135,200.00 net change to dept.

Env Svcs-Cemetery

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
001-241-555	\$ 3,000.00	\$ 800.00	\$ (2,200.00)
001-241-600	\$ 8,000.00	\$ 10,200.00	\$ 2,200.00

\$ - net change to dept.

Oxford Park Commission

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
001-300-420	\$ 689,797.00	\$ 707,000.00	\$ 17,203.00
001-300-630	\$ 220,000.00	\$ 202,797.00	\$ (17,203.00)
001-300-720	\$ 650,000.00	\$ 150,000.00	\$ (500,000.00)

*Avent Playground equipment-rebudgeted to 2026

\$ (500,000.00) net change to dept.

OPC-Pool

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
001-301-440	\$ 60,000.00	\$ 101,000.00	\$ 41,000.00
001-301-470	\$ 4,590.00	\$ 7,800.00	\$ 3,210.00
001-301-555	\$ 50,000.00	\$ 88,000.00	\$ 38,000.00

\$ 82,210.00 net change to dept.

mTrade Park

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
001-305-440	\$ 125,000.00	\$ 178,000.00	\$ 53,000.00
001-305-550	\$ 445,000.00	\$ 661,000.00	\$ 216,000.00
001-305-686	\$ 35,000.00	\$ 70,000.00	\$ 35,000.00

\$ 304,000.00 net change to dept.

Animal Resource Center

			<u>Change</u>
001-553-557	\$ 60,000.00	\$ 78,000.00	\$ 18,000.00
001-553-420	\$ 354,996.00	\$ 336,996.00	\$ (18,000.00)

\$ - net change to dept.

Total Increase in Revenue	\$ 287,000.00
Total Decrease in Expenses	\$ (751,290.00)
Total	<u>\$ (464,290.00)</u>

Environmental Services

Environmental Services-Street Cleaning

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
020-221-420	\$ 53,560.00	\$ 119,222.00	\$ 65,662.00
020-221-440	\$ -	\$ 12,000.00	\$ 12,000.00
020-221-450	\$ 20,000.00	\$ 28,900.00	\$ 8,900.00
020-221-460	\$ 13,167.00	\$ 26,876.00	\$ 13,709.00
020-221-470	\$ 5,627.00	\$ 11,835.00	\$ 6,208.00
020-221-480	\$ 6,200.00	\$ 7,877.00	\$ 1,677.00
		<u>\$ 198,800.00</u>	<u>\$ 108,156.00</u> net change to fund

Environmental Services-Waste Collection

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
020-222-420	\$ 706,580.00	\$ 482,000.00	\$ (224,580.00)
020-222-440	\$ 20,000.00	\$ 21,982.00	\$ 1,982.00
020-222-450	\$ 70,000.00	\$ 76,000.00	\$ 6,000.00
020-222-460	\$ 140,261.00	\$ 103,512.00	\$ (36,749.00)
020-222-470	\$ 61,474.00	\$ 44,000.00	\$ (17,474.00)
020-222-555	\$ 35,000.00	\$ 68,000.00	\$ 33,000.00
			<u>\$ (237,821.00)</u> net change to fund

Environmental Services-Transfer Station

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
020-223-420	\$ 172,502.00	\$ 151,906.00	\$ (20,596.00)
020-223-575	\$ 25,000.00	\$ 45,000.00	\$ 20,000.00
020-223-600	\$ 1,000,000.00	\$ 1,276,000.00	\$ 276,000.00
			<u>\$ 275,404.00</u> net change to fund

Environmental Services-Rubbish

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
020-224-420	\$ 242,731.00	\$ 404,526.00	\$ 161,795.00
020-224-440	\$ 40,000.00	\$ 25,658.00	\$ (14,342.00)
020-224-450	\$ 7,000.00	\$ 2,686.00	\$ (4,314.00)
020-224-460	\$ 44,702.00	\$ 77,030.00	\$ 32,328.00
020-224-470	\$ 22,164.00	\$ 32,353.00	\$ 10,189.00
020-224-525	\$ 70,000.00	\$ 63,800.00	\$ (6,200.00)
020-224-600	\$ 150,000.00	\$ 156,200.00	\$ 6,200.00
			<u>\$ 185,656.00</u> net change to fund

Total Increase/Decrease in Revenue	\$ -
Total Increase/(Decrease) in Expenses	\$ 331,395.00
Total	<u>\$ (331,395.00)</u>

Development Services

Development Services-Engineering

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
025-089-420	\$ 433,913.00	\$ 457,188.00	\$ 23,275.00
025-089-555	\$ 15,000.00	\$ 27,340.00	\$ 12,340.00
025-089-600	\$ 30,000.00	\$ 51,742.00	\$ 21,742.00
025-089-630	\$ -	\$ 8,000.00	\$ 8,000.00

\$ 65,357.00 net change to fund

Development Services-Street Dept

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
025-201-575	\$ 150,000.00	\$ 1,250,000.00	\$ 1,100,000.00
025-201-720	\$ 4,520,000.00	\$ 3,420,000.00	\$ (1,100,000.00)

\$ - net change to fund

Other Funds

2023 GO Bonds-\$9M

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
210-000-200	\$ 687,875.00	\$ 683,875.00	\$ (4,000.00)
210-000-346	\$ 8,000.00	\$ 12,000.00	\$ 4,000.00

\$ - net change to fund

2012 GO Bonds

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
240-000-200	\$ 471,610.00	\$ 443,210.00	\$ (28,400.00)
240-000-341	\$ 80,000.00	\$ 108,400.00	\$ 28,400.00

\$ - net change to fund

2019 \$4M TIF Bonds-Oxford Commons

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
245-201-810	\$ 15,238.00	\$ 21,903.00	\$ 6,665.00

\$ 6,665.00 net change to fund

2015 GO Bonds-Refi 04 & 07

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
250-000-200	\$ 687,032.00	\$ 684,032.00	\$ (3,000.00)
250-000-346	\$ 10,000.00	\$ 13,000.00	\$ 3,000.00

\$ - net change to fund

2017A-GO Bonds-\$7.5M

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
255-000-200	\$ 528,985.00	\$ 527,985.00	\$ (1,000.00)
255-000-346	\$ 8,000.00	\$ 9,000.00	\$ 1,000.00

\$ - net change to fund

2017B-GO Bonds-\$7.5M

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
260-000-200	\$ 527,685.00	\$ 526,685.00	\$ (1,000.00)
260-000-346	\$ 8,000.00	\$ 9,000.00	\$ 1,000.00

\$ - net change to fund

2019 \$4M TIF Bonds-Ox Commons

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
280-093-800	\$ 270,000.00	\$ 260,000.00	\$ (10,000.00)

280-093-810	\$ 130,188.00	\$ 116,200.00	\$ (13,988.00)
			\$ -

\$ (23,988.00) net change to fund

DARE Funds

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
610-710-555	\$ -	\$ 100.00	\$ 100.00
610-710-646	\$ 1,000.00	\$ 900.00	\$ (100.00)

\$ - net change to fund

Street Dept Capital Project Fund

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
647-000-308	\$ 2,584,816.00	\$ 2,084,816.00	\$ (500,000.00)
647-000-909	\$ -	\$ 500,000.00	\$ 500,000.00

\$ - net change to fund

OUT-Oxford Univ Transit

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
653-000-333	\$ 367,900.00	\$ 1,267,900.00	\$ 900,000.00
653-000-909	\$ 2,022,225.00	\$ 1,122,225.00	\$ (900,000.00)
653-753-420	\$ 2,778,640.00	\$ 3,001,023.00	\$ 222,383.00
653-753-570	\$ 280,500.00	\$ 380,000.00	\$ 99,500.00
653-753-720	\$ 150,000.00	\$ -	\$ (150,000.00)
653-753-730	\$ 301,000.00	\$ 129,117.00	\$ (171,883.00)

\$ - net change to fund

OPD Grant Funds

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
684-000-346	\$ 68,375.00	\$ 91,519.00	\$ 23,144.00
684-123-690	\$ 20,000.00	\$ 68,375.00	\$ 48,375.00

\$ 71,519.00 net change to fund

EMSOF Grant

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
691-190-555	\$ 34,479.00	\$ -	\$ (34,479.00)
691-190-601	\$ -	\$ 16,000.00	\$ 16,000.00
691-190-730	\$ -	\$ 18,479.00	\$ 18,479.00

\$ - net change to fund

Historic Homes Fund

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
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696-000-333	\$ -	\$ 2,325.00	\$ 2,325.00
696-727-440	\$ 20,000.00	\$ 22,580.00	\$ 2,580.00
696-727-575	\$ -	\$ 5,000.00	\$ 5,000.00
696-727-600	\$ -	\$ 3,100.00	\$ 3,100.00
696-746-575	\$ 28,950.00	\$ 23,950.00	\$ (5,000.00)
696-746-600	\$ 10,000.00	\$ 15,000.00	\$ 5,000.00
696-748-575	\$ 27,990.00	\$ 22,990.00	\$ (5,000.00)
696-748-600	\$ 10,000.00	\$ 15,000.00	\$ 5,000.00

\$ 13,005.00 net change to fund

Holly Jolly Holidays

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
725-000-322	\$ 440,000.00	\$ 220,000.00	\$ (220,000.00)
725-000-909	\$ 100,000.00	\$ 320,000.00	\$ 220,000.00

\$ - net change to fund

Oxford Conference Center

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
726-000-333	\$ 900,000.00	\$ 1,370,782.00	\$ 470,782.00
726-726-550	\$ 425,000.00	\$ 530,757.00	\$ 105,757.00
726-726-720	\$ 1,128,000.00	\$ 551,461.00	\$ (576,539.00)

\$ - net change to fund

2% Food & Beverage

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
727-000-346	\$ 4,880,585.00	\$ 5,304,591.00	\$ 424,006.00

\$ 424,006.00 net change to fund

Parking

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
729-000-333	\$ 1,340,445.00	\$ 1,574,231.00	\$ 233,786.00
729-100-575	\$ 65,000.00	\$ 80,000.00	\$ 15,000.00
729-100-600	\$ 99,150.00	\$ 122,000.00	\$ 22,850.00
729-100-720	\$ 250,000.00	\$ -	\$ (250,000.00)

\$ 21,636.00 net change to fund

New Funds for FY 2025

OPD-Alcohol Grant-Enforcement

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
633-000-346	\$ -	\$ 162,007.00	\$ 162,007.00
633-100-420	\$ -	\$ 115,007.00	\$ 115,007.00
633-100-425	\$ -	\$ 41,000.00	\$ 41,000.00
633-100-610	\$ -	\$ 5,000.00	\$ 5,000.00
633-100-730	\$ -	\$ 1,000.00	\$ 1,000.00

\$ 324,014.00 net change to fund

OPC-Activity Fund

Revenue

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-000-303-2	\$ 600,000.00	\$ 628,000.00	\$ 28,000.00
300-000-303-4	\$ 10,000.00	\$ 15,000.00	\$ 5,000.00
300-000-303-5	\$ 40,000.00	\$ 63,207.00	\$ 23,207.00
300-000-303-6	\$ 30,000.00	\$ 50,000.00	\$ 20,000.00
300-000-308	\$ 20,000.00	\$ 29,300.00	\$ 9,300.00
300-000-333	\$ 10,000.00	\$ 12,150.00	\$ 2,150.00
300-000-341	\$ 10,000.00	\$ 13,475.00	\$ 3,475.00

\$ 91,132.00 net change to fund

Expenses

LLO-Pilates

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-102-600	\$ 4,400.00	\$ 6,030.00	\$ 1,630.00

\$ 1,630.00 net change to fund

LLO-Yoga

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-104-600	\$ 8,000.00	\$ 8,505.00	\$ 505.00

\$ 505.00 net change to fund

LLO-Aquatics

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-113-555	\$ -	\$ 1,000.00	\$ 1,000.00
300-113-615	\$ 1,200.00	\$ 200.00	\$ (1,000.00)

\$ - net change to fund

YS-Cardio Fit

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-114-600	\$ 1,000.00	\$ 2,900.00	\$ 1,900.00

\$ 1,900.00 net change to fund

YS-Softball

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-202-535	\$ 8,000.00	\$ 9,000.00	\$ 1,000.00
300-202-555	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00
300-202-600	\$ 8,000.00	\$ 7,000.00	\$ (1,000.00)
300-202-625	\$ 1,000.00	\$ -	\$ (1,000.00)

\$ - net change to fund

YS-Basketball

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-203-535	\$ 15,000.00	\$ 10,500.00	\$ (4,500.00)
300-203-600	\$ 20,000.00	\$ 24,500.00	\$ 4,500.00

\$ - net change to fund

YS-Tennis

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-205-555	\$ 5,500.00	\$ 2,500.00	\$ (3,000.00)
300-205-600	\$ 35,000.00	\$ 38,000.00	\$ 3,000.00

\$ - net change to fund

YS-Fishing

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-208-600	\$ 5,000.00	\$ 13,000.00	\$ 8,000.00

\$ 8,000.00 net change to fund

YS-Gymnastics

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-217-555	\$ 1,500.00	\$ 2,000.00	\$ 500.00
300-217-600	\$ 99,000.00	\$ 126,000.00	\$ 27,000.00
300-217-647	\$ -	\$ 5,000.00	\$ 5,000.00

\$ 32,500.00 net change to fund

YS-Volleyball

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-226-600	\$ 15,000.00	\$ 20,000.00	\$ 5,000.00

\$ 5,000.00 net change to fund

YS-Pickleball

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-230-600	\$ -	\$ 500.00	\$ 500.00

\$ 500.00 net change to fund

YS-Dance

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-233-600	\$ -	\$ 100.00	\$ 100.00

\$ 100.00 net change to fund

YS-Cheerleading

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
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300-242-535	\$ 1,200.00	\$ 1,250.00	\$ 50.00
300-242-600	\$ 3,000.00	\$ 5,000.00	\$ 2,000.00

\$ 2,050.00 net change to fund

YS-Instruct SC

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-243-600	\$ -	\$ 7,320.00	\$ 7,320.00

\$ 7,320.00 net change to fund

YS-Soccer

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-245-535	\$ 6,000.00	\$ 17,000.00	\$ 11,000.00
300-245-555	\$ 500.00	\$ 1,500.00	\$ 1,000.00
300-245-600	\$ 12,000.00	\$ 18,000.00	\$ 6,000.00

\$ 18,000.00 net change to fund

YS-Stunt & Tumble

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-256-600	\$ -	\$ 576.00	\$ 576.00

\$ 576.00 net change to fund

AS-Fishing

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-308-647	\$ -	\$ 375.00	\$ 375.00

\$ 375.00 net change to fund

AS-Pickleball

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-330-535	\$ -	\$ 800.00	\$ 800.00
300-330-555	\$ 2,500.00	\$ 3,500.00	\$ 1,000.00
300-330-600	\$ 2,500.00	\$ 700.00	\$ (1,800.00)

\$ - net change to fund

AS-Sewing

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-335-600	\$ 800.00	\$ 1,500.00	\$ 700.00

\$ 700.00 net change to fund

AS-Deep Water Aerobics

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
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300-336-600	\$ -	\$ 3,000.00	\$ 3,000.00
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\$ 3,000.00 net change to fund

AS-Pet Class

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-341-600	\$ -	\$ 1,040.00	\$ 1,040.00

\$ 1,040.00 net change to fund

SE-Easter

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-403-555	\$ 3,500.00	\$ 3,600.00	\$ 100.00

\$ 100.00 net change to fund

SE-Tennis Tournaments

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-404-550	\$ -	\$ 1,267.00	\$ 1,267.00
300-404-555	\$ 12,000.00	\$ 20,000.00	\$ 8,000.00
			\$ -

\$ 9,267.00 net change to fund

SE-Senior Day Trips

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-405-647	\$ -	\$ 1,590.00	\$ 1,590.00

\$ 1,590.00 net change to fund

SE-League of Champions

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-408-555	\$ -	\$ 300.00	\$ 300.00

\$ 300.00 net change to fund

SE-Fit N Fun Adventures

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-412-647	\$ 12,000.00	\$ 12,500.00	\$ 500.00

\$ 500.00 net change to fund

SE-Mother's Day

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-414-555	\$ 500.00	\$ 560.00	\$ 60.00

\$ 60.00 net change to fund

R-Park Pavilions

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-558-647	\$ 4,000.00	\$ 4,540.00	\$ 540.00

\$ 540.00 net change to fund

R-Stone Center

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-561-647	\$ 5,000.00	\$ 5,405.00	\$ 405.00

\$ 405.00 net change to fund

R-Multi-Purpose

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-563-647	\$ 2,000.00	\$ 3,600.00	\$ 1,600.00
			\$ -

\$ 1,600.00 net change to fund

O-Tennis Courts

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-652-647	\$ -	\$ 275.00	\$ 275.00

\$ 275.00 net change to fund



THE CITY OF
OXFORD

SURPLUS FORM

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

Date of Request: 10/1/2025

Department that owns Fixed Asset: Oxford Fire Department

Fixed Asset Tag Number (If item is not tagged, please put N/A): 1499

Physical Location of Asset: Station 1/City Shop

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

Dodge \ Ram 1500 \ 2015

Make	Model	Year
<u>3C6RR7KTXFG712069</u>	<u>Red</u>	
VIN / Serial Number		Color

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

Description of Tool (including brand): _____

_____ \ _____

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

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

Name of Person Submitting Surplus Request: J. Gardner

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

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



THE CITY OF
OXFORD

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

Date of Request: 10/1/2025

Department that owns Fixed Asset: Oxford Fire Department

Fixed Asset Tag Number (If item is not tagged, please put N/A): 1471

Physical Location of Asset: Station 1

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

Dodge \ Ram 1500 \ 2011

Make	Model	Year
<u>1C6RD7KP0CS178280</u>	<u>RED</u>	
VIN / Serial Number		Color

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

Description of Tool (including brand): _____

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

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

Name of Person Submitting Surplus Request: J. Gardner

Date Approved by BOA: _____

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Date of Request: 9.18.2025

Department that owns Fixed Asset: Environmental Services

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

Physical Location of Asset: 717 Molly Barr Road, Oxford, MS 38655

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

3rd Eye Side View Camera/Cables \ AWT2020T \ NA

Make	Model	Year
<u>4C1FE6 TPC</u>	<u>Black</u>	

VIN / Serial Number	Color

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

Description of Tool (including brand): _____

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

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

Side view camera that went on TK424, no longer works

Name of Person Submitting Surplus Request: Rayna Matthews

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

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



THE CITY OF
OXFORD

*attached in 9.2 Agenda
in minutes but not listed
out in minutes *

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

Date of Request: 8.18.2025
Department that owns Fixed Asset: Environmental Services
Fixed Asset Tag Number (If item is not tagged, please put N/A): _____
Physical Location of Asset: 717 Molly Barr Road, Oxford, MS 38655

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

Hoshizaki Ice Maker \ KM-320MAH \
Make Model Year
D16854E \ Black
VIN / Serial Number Color

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

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

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

Name of Person Submitting Surplus Request: Rayna Matthews

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

**(p) 662-236-1310
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THE CITY OF
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Date of Request: 9-24-25
Department that owns Fixed Asset: B+G
Fixed Asset Tag Number (If item is not tagged, please put N/A): 02 609
Physical Location of Asset: B+G

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

Chevy \ 1500 \ 2016
Make Model Year
1GCRLNEC06Z182917 \ White
VIN / Serial Number Color

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

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

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

Name of Person Submitting Surplus Request: _____

Date Approved by BOA: _____

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Date of Request: 9-29-25
Department that owns Fixed Asset: B2G
Fixed Asset Tag Number (If item is not tagged, please put N/A): 03325
Physical Location of Asset: B2G

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

New Holland \ TN65 \
Make Model Year
001186048 \ Blue
VIN / Serial Number Color

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

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

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

Name of Person Submitting Surplus Request: [Signature]

Date Approved by BOA: _____

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

Date of Request: 9-24-25

Department that owns Fixed Asset: B+G

Fixed Asset Tag Number (If item is not tagged, please put N/A): 02600

Physical Location of Asset: B+G

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

<u>2000</u>	<u>Dodge</u>	<u>3500</u>	<u>2000</u>
Make		Model	Year
<u>5521</u>		<u>Blue</u>	
VIN / Serial Number		Color	

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

Description of Tool (including brand): _____

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

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

Name of Person Submitting Surplus Request: _____

Date Approved by BOA: _____

107 Courthouse Square
Oxford, MS 38655

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



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OXFORD

SURPLUS FORM

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

Date of Request: 10/07/25
Department that owns Fixed Asset: Oxford Police Department
Fixed Asset Tag Number (If item is not tagged, please put N/A): 20052
Physical Location of Asset: Oxford Police Department

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

IPADPro \ 13" \
Make Model Year
DLXX742NJ262 \
VIN / Serial Number Color

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

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

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

Name of Person Submitting Surplus Request: Kayla Martin

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

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



MEMO:

DATE: 10-02-25
TO: MAYOR TANNEHILL & BOARD OF ALDERMEN
CC: ASHLEY ATKINSON
FROM: ROB NEELY
RE: AGENDA ITEMS

I have the following agenda items for the Tuesday, October 7, 2025 Board Meeting.

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

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

Thanks

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

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

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

WATER/SEWER ADJUSTMENTS | OXFORD UTILITIES

09/10/25 - 10/01/25

TO BE APPROVED: 10/07/25

ACCOUNT NUMBER	CUSTOMER NAME	ADDRESS	WATER ADJUSTMENT	SEWER ADJUSTMENT	ADJUSTMENT TYPE
210562-047018	ELIJAH SCHNEIDER	106 VAIL DRIVE	-\$124.96	-\$166.14	INSIDE
225538-107198	DUBALL FLAUTT	1209 ACADEMY COVE	-\$143.18	-\$160.82	INSIDE
212524-018909	OXFORD AUTO CARE LLC	1431 N LAMAR BLVD	-\$236.27	-\$293.58	INSIDE
204275-001162	SUZANNE RYALS	1515 JEFFERSON AVENUE #1	-\$36.21	-\$48.14	INSIDE
208571-051779	SHANIQUA HENDERSON	17 PRIVATE ROAD 3151 APT. 1	-\$36.21	-\$48.14	INSIDE
004161-002720	SUMMIT MANAGEMENT SERVICES LLC	213 PARK WEST LOOP	-\$87.37	-\$108.56	INSIDE
204867-048732	FRANCISCO RIVERA	2317 UNIVERSITY AVENUE #C	-\$26.27	-\$34.93	INSIDE
211387-046676	SHADI BAZZAZADEHGAN	3059 DAVIS DRIVE	-\$19.17	-\$25.49	INSIDE
202598-022422	ROBERT GORDON	3708 LYLES DRIVE	-\$170.76	-\$227.03	INSIDE
202672-018986	DANIELLE MALLOY	3843 MAJESTIC OAKS DRIVE	-\$51.83	-\$68.91	INSIDE
211509-046228	GREYHOUND PROPERTIES LLC	406 GALLERIA LANE (CTR)	-\$42.54	-\$52.86	INSIDE
207132-106937	LESLIE CROWSON	430 CHEROKEE DRIVE	-\$30.89	-\$41.06	INSIDE
210526-110328	GEORGE NASSAR JR	492 ALEXA DRIVE	-\$37.99	-\$50.50	INSIDE
003151-052448	CADE KREFT	504 GRAFTON COVE	-\$67.10	-\$89.21	INSIDE
006064-014893	KINETTA ORANGE	524 KEYSTONE DRIVE	-\$42.60	-\$56.64	INSIDE
207582-009605	LARRY T OAKS	BRAMLETT BLVD APT. 1	-\$42.96	-\$57.11	INSIDE
210136-109957	DAVID WEDGE	801 MAPLEWOOD DRIVE - LANDSCAPE	-\$937.56	X	LANDSCAPE
208999-044075	DONAVAN WHITE	130 GARDEN TERRACE DRIVE	-\$30.89	-\$81.66	OUTSIDE
203270-026733	JESSICA MARQUIS	227 BIRCH TREE LOOP	-\$87.66	-\$196.92	OUTSIDE
001303-050965	WAR CONSTRUCTION	305 MEGAN LANE	-\$233.23	-\$579.14	OUTSIDE
001418-029612	ALISON ALGER	332 COUNTRYVIEW COVE	-\$118.22	-\$313.88	OUTSIDE
006317-041118	REBEL GAS MART INC	505 HIGHWAY 7 S	-\$1,101.59	-\$2,312.72	OUTSIDE
224191-003683	TERESA HERRON	511 MEADOW LANE	-\$46.15	-\$122.25	OUTSIDE
225455-103798	MARGARET B HOOD	603 HAPPY LANE	-\$14.61	-\$32.82	OUTSIDE
002608-112358	SHANDERLETTE LOCKHART	14 COUNTY ROAD 2003	X	-\$118.00	POOL
227174-125001	JAMES C ALLEN	6 COUNTY ROAD 271	-\$338.47	X	WT ONLY
226141-123968	WC SPARKS JR	6 COUNTY ROAD 472	-\$55.03	X	WT ONLY
TOTAL:			-\$4,159.72	-\$5,286.51	



Jeff McCutchen

Chief of Police

jmccutchen@oxfordpolice.net

Date: 09/29/2025

Subject: Oxford Pedicab LLC- Driver approval recommendation

I, Lt. David Sabin, recommend approval of the applicant Jaeon Z. Johnson as a new driver for Oxford Pedicab LLC. I cannot find anything that would restrict Jaeon Z. Johnson from owning or operating a taxi / pedicab in the City of Oxford.

Chief Jeff McCutchen
Oxford Police Department

Date

Lieutenant David Sabin
OPD P.A.C.E. Unit

David Sabin

9-29-25

Date

Officer Brandon House
Oxford Police Department

Brandon House

9-29-25

Date

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



Jeff McCutchen

Chief of Police

jmccutchen@oxfordpolice.net

Date: 09/26/2025

Subject: Local Bike Taxi LLC- Driver approval recommendation

I, Lt. David Sabin, recommend approval of the applicant Samuel T. Wershow as a new driver for Local Bike Taxi LLC. I cannot find anything that would restrict Samuel T. Wershow from owning or operating a taxi / pedicab in the City of Oxford.

Chief Jeff McCutchen
Oxford Police Department

9/29/25
Date

Lieutenant David Sabin
OPD P.A.C.E. Unit

David Sabin

9-26-25

Date

Officer Brandon House
Oxford Police Department

Brandon House

9-26-25

Date

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

**CONTRACT AGREEMENT FOR NON-URBANIZED AREA
5311 RURAL TRANSPORTATION ASSISTANCE PROGRAM
PUBLIC TRANSPORTATION**

CONTRACT NO. 503815 UEI NO. C6FVY2CCKGH6 CFDA NO. 20.509
GRANT MS-18-X053 FAIN-MS-2025-017-00 Awarded Date: 09/03/2025

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, Chapter 53, (49 U.S.C. Section 5311) as amended formerly referred to as Section 18 of the Federal Transit Act, provides federal capital, administrative and operating assistance for public transportation in rural and small urban areas by way of a formula grant program to be administered by the State; and

WHEREAS, the goals of the Non-urbanized Public Transportation Program are to enhance access by people in non-urbanized areas to health care, shopping, education, recreation, public services, and employment by encouraging the maintenance, development, improvement, and use of coordinated passenger 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** Counties, Mississippi, hereinafter referred to as the "PROJECT" as described in the project application for financial assistance; and

WHEREAS, the DEPARTMENT is authorizing the Contractor to incur project costs beginning, October 1, 2025, and ending September 30, 2026.

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 5311 Grant application submitted to the DEPARTMENT on behalf of **City of Oxford-Oxford University Transit Management, Inc.** as approved by the DEPARTMENT (said application is herewith incorporated herein as "**Exhibit A**" to this Contract Agreement by reference and made a part hereof as if fully copied herein in words and figures and is officially on file at the office of the DEPARTMENT) to administer a Rural Transportation Project and provide public transportation service to the residents of **Lafayette** Counties, Mississippi, in accordance with the applicable policies contained in the approved State Management Plan, as well as the terms and conditions of this Contract Agreement.

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

- a. Non-operating Expenditures. The period of performance for all expenditures under the PROJECT shall be from October 1, 2025, through September 30, 2026.
- b. Operating Expenditures. The period of performance for all expenditures under the PROJECT shall be from October 1, 2025, through September 30, 2026.

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 5311 of the Federal Transit Act of 1991, as amended, and it shall be the responsibility of the DEPARTMENT to obtain these funds from the Federal Transit Administration (hereinafter referred to as FTA). Failure of the DEPARTMENT to obtain these funds from the FTA shall result, upon notification by the DEPARTMENT to the CONTRACTOR, in termination of the contract. The CONTRACTOR'S share of the Project cost may range from 10% - 20% for capital, 20% administrative, and 50% operating deficit (minus revenue). **Any CARES and/or ARPA funds for operating costs (minus revenue) will be reimbursed at 100%.** The CONTRACTOR shall provide its share of the Project cost at or prior to the time that the DEPARTMENT determines that such funds are needed to meet Project costs.
- (2) **The maximum amount of Section 5311 funds payable to the CONTRACTOR for the work described in Section 2 (Scope of Project) shall be \$3,507,840. This amount includes an Indirect Cost rate of N/A as approved by the CONTRACTOR'S Cognizant Agency.**

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) Allowable costs shall be reduced by **all** income, including, but not limited to, farebox revenue and contract revenue (excluding revenues derived from human service agency contracts), received by the CONTRACTOR for services provided under this program or for any other use of equipment purchased through this program. Allowable costs may include eligible costs that are paid by the CONTRACTOR using local contributions that are not required as a part of the match for this project. Local contributions may be added to funds committed to the project budget to further the purposes of the project.
 - (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) 0.0%

- 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 49 CFR, Part 18.21 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 will be withheld until the PROJECT is completed, and the annual Statement of Revenues and Expenditures or, if applicable, an audit in accordance with 2 CFR Part 200 as amended, has been accepted, unless otherwise advised in writing by the Executive Director. Any costs deemed ineligible for reimbursement by the DEPARTMENT in accordance with the terms and conditions of this Contract Agreement shall be deducted from the retainage before final payment is made or the DEPARTMENT may issue a formal written request for repayment. Any rejected or unaccepted costs shall be borne by the CONTRACTOR.

The CONTRACTOR agrees that reimbursement of any cost, in accordance with the indicated payment methods, does not constitute a final decision by the DEPARTMENT about the allowability of that cost and does not constitute a waiver of any violation by the CONTRACTOR of the terms of this agreement. The CONTRACTOR understands that a final determination concerning allowability will not be made until an audit of the project has been completed. If the DEPARTMENT determines that the contractor is not entitled to receive any part of the federal funds requested, the CONTRACTOR will be notified in writing. 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.

The CONTRACTOR agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different Federal agency, or insurance proceeds for any portion of a project activity approved for FTA funding under this Grant Agreement, it will provide written notification to FTA, and reimburse FTA for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company.

- 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. Payments by State Agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited in the bank account of the CONTRACTOR'S choice. CONTRACTOR understands that the

DEPARTMENT is exempt from the payment of taxes. All payments shall be in United States Currency.

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

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

- h. 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 deobligate unspent funds prior to project close-out.

Section 5. Reports and Records.

- a. The CONTRACTOR shall advise the DEPARTMENT in writing regarding the progress of the PROJECT at such time and in such format as the DEPARTMENT may require, including but not limited to meetings and interim reports. The

CONTRACTOR shall collect and submit to the DEPARTMENT at such time as the DEPARTMENT may require, such financial statements, data, records, contracts, and other documents related to the PROJECT as may be deemed necessary. Failure to submit the required reports as set forth by the DEPARTMENT may result in:

1. A 10% retainage of the approved payment being withheld until the PROJECT is complete.
 2. A reduction in future grant awards for federal funding.
 3. Possible forfeiture of retainage withheld by the DEPARTMENT.
- b. The CONTRACTOR and subcontractors shall retain all records pertaining to this PROJECT for a period of three (3) years from the date of final payment by the DEPARTMENT to the CONTRACTOR. However, if any litigation or legal action, by or on behalf of the state and federal government has begun that is not completed at the end of the (3) year period, or of audit finding, litigation or legal action has not been resolved at the end of the (3) year period, the records shall be retained until resolution.

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

- a. Contractors must prepare an annual Statement of Revenues and Expenditures for the current year ending September 30. The Statement of Revenues and Expenditures, along with a computation of Section 5311 funds due or 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 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 5311 funds. The CONTRACTOR shall submit evidence of such insurance coverage including documentation of the solicitation process annually to the DEPARTMENT or prior to beginning vehicle operations, and said coverage shall remain in effect at all times during the duration of the PROJECT.

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

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

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

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

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

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

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

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

The DEPARTMENT shall be named as loss payee for property and equipment purchased with Section 5311 funds. On or before the inception of the Period of Performance of this Contract Agreement, the CONTRACTOR shall deliver to the DEPARTMENT a Certificate or Certificates of Insurance, certifying the types and amounts of coverages required herein, the loss payee and the required endorsement.

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

- a. Disposal of real property or equipment with remaining useful life requires written approval from the DEPARTMENT.
 - (1) If the equipment is transferred to another Section 5311 CONTRACTOR, the receiving CONTRACTOR shall be responsible for reimbursing the transferring CONTRACTOR its pro rata share of the current fair market value, based on the twenty percent (20%) local match ratio. The twenty percent (20%) local match shall be based on at least two (2) independent appraisals of the current fair market value. In the absence of independent appraisals value of the equipment shall be based on standard depreciation calculations.
 - (3) If the equipment or real property is approved to be sold, it shall be advertised and sold at the highest price obtainable at public sale or via sealed bids. All sales of property or equipment must be consistent with State laws. The

DEPARTMENT may authorize the expenses of the sale to be deducted from the proceeds. The proceeds 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.

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) day notice in writing from the DEPARTMENT to the CONTRACTOR. The CONTRACTOR shall be entitled to receive compensation for eligible expenses approved by the DEPARTMENT, prior to receiving the termination notice.

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

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

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 of supplement thereto. Pursuant to the requirements of 49 CFR, Part 26, the following statements regarding disadvantage business enterprises are included in, and made a part of this Contract Agreement:

- (a) Policy. It is the policy of the United States Department of Transportation (USDOT) and the DEPARTMENT that disadvantaged business enterprises as defined in 49 CFR, Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Contract Agreement. Consequently the DBE requirements of 49 CFR, Part 26 apply to this Contract Agreement.
 - (b) 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 5311 funds.

- (4) 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 contract 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) as amended, and the assurance by the CONTRACTOR pursuant thereto. The CONTRACTOR shall be financially responsible for the application of the conditions of Section 13(c).

Section 29. Other Labor Provisions. The CONTRACTOR shall be responsible for meeting the statutory and regulatory provisions of the "Contract Work Hours and Safety Standards Act",

including, but not limited to meeting the statutory requirements of 40 U.S. C. 3701 et seq. and 40 U.S.C. 3141 et seq. as amended 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. 94.165) and any amendments thereto.

Section 32. Settlement of Third-Party Contract Disputes or Breaches. FTA has a vested interest in the settlement of disputes, defaults, or breaches involving Section 5311 federally assisted third party contracts. FTA retains a right to a proportionate share, based on the percentage of the federal share committed to the Project, of any proceeds derived from any third party recovery. Therefore, the CONTRACTOR shall avail itself of all legal rights available under any third-party contract. The CONTRACTOR shall notify the DEPARTMENT of any current or prospective litigation pertaining to any third-party contract. The DEPARTMENT and FTA reserves the right to concur in any compromise or settlement of the CONTRACTOR'S claim(s) involving any third-party contract, before making Federal assistance available to support that settlement. If the third-party contract contains a liquidated damages provision, any liquidated damages recovered shall be credited to the Project account involved unless the DEPARTMENT and FTA permit otherwise.

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 November 1, 2008 as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any DEPARTMENT requests which would cause the CONTRACTOR to be in violation of the FTA terms and conditions.

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, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 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 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Section 51. 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 52. 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 54. 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 55. 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
2025-2026 5311 Contract
Agreement # 503815
UEI No. C6FVY2CCKGH6
\$3,507,840

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 441

Attest

Date

Typed/Printed Name

APPROVED

J. Wilson

Page 1 of 3

Print Date: 09/26/25

CFDA # 20.509

Contract No. 503815

Grant No. MS-18-X047 Grant No. MS-18-X052

FAIN MS-2019-012 FAIN MS-2025-004-00

Supplemental Agreement #

Budget Revision #

Budget Amendment #

Section 5311 Rural Areas Transportation Program

Date Approved: October 1, 2025

PROJECT BUDGET

City of Oxford

PROJECT PERIOD:

From 10/1/2025

To 9/30/2026

Line	Item	Unit	Unit Cost	Extension	Totals
<u>Non-Operating Expenses</u>					
Equipment					
Capital Expenses					
1.	Communications Equipment	12	3,500	42,000	
2.	Major Components	12	11,750	141,000	
	Office Eqpmt/Computer Hardware/Shop				
3.	Equip/Surve Cameras	12	25,000	300,000	
4.	Facilities -	0	0	0	
5.	Mobility Manager	12	4,250	51,000	
6.	Shelters/Bus Stops	12	5,000	60,000	
7.	Vehicles/Lease	0	0	0	
8.	Other - Heavy Duty Bus Lift	1	225,000	225,000	
9.	TOTAL CAPITAL EXPENSE				819,000

<u>Administrative Expenses</u>					
10.	Project Director	0.0%	0	0	
11.	Secretary	100.0%	53,000	53,000	
12.	Bookkeeper	0.0%	0	0	
13.	Other Staff	0.0%	0	0	
14.	Revenue Applied to Non-Operating Salaries				0
	Source:				
15.	Salary Sub-Total				53,000
16.	Fringe	37.000%		19,610	
17.	Travel/Memberships/Training	12	1,250	15,000	
18.	Audit	0	0	0	
19.	Office Suppl/Software/Office Eqpt	12	625	7,500	
20.	Telephone	12	130	1,560	
21.	Printing & Advertising	12	500	6,000	
22.	Property Insurance/Bond(s)	12	45,000	540,000	
23.	Rent/Utilities	12	1,550	18,600	
24.	Other: Management Firm Fees	12	11,500	138,000	
25.	SUBTOTAL				746,270
26.	Indirect - Percentage:	0.00%			0
27.	TOTAL ADMINISTRATIVE EXPENSE (Sum of Lines 15, 25, and 26)				799,270
28.	TOTAL NON-OPERATING EXPENSE (Sum of Lines 9 and 27)				1,618,270
29.	Revenues Applied to Non-Operating Expenses				0
	Source:				

Admin. Cost as a Percentage of Total Adjusted Budget

4.92%

Line	Item	Print Date: Amount	09/26/25 Totals
30.	Non-Operating Expense Offset Excluding Non-Operating Salaries (Sum of Lines 9, 25, and 26 minus Line 29)	1,565,270	
31.	Total Non-Operating Expense Deficit (Line 15 plus Line 30)		1,618,270
32.	Section 5311 Non-Operating Funds Requested (80% of Line 31)		1,294,616
33.	Local Cash Share (May not be less than 20% of Line 31) Source: City of Oxford, University and Lafayette County	323,654	
34.	TOTAL REVENUE		1,618,270
35.	Line 31 minus Line 34 (Must Equal "0" or "1")		0

Operating Expenses		Unit	Unit Cost	Extension
36.	Operations Supervisor 1st Shift	100.0%	63,000	63,000
37.	Drivers, Full-time	52	32,340	1,681,680
38.	Drivers, Part-time	10	6,100	61,000
39.	Mechanic(s)	6.0	43,500	261,000
40.	Maintenance Lead Mechanic	100.0%	55,000	55,000
41.	Dispatcher	4.00	45,000	180,000
42.	Other Staff - Assist. Oper Supervisor	100.0%	127,000	127,000
43.	Other Staff - Bus Washer, Bldg & Ground	5.00	22,300	111,500
44.	Fringe	38.0000%		965,268
45.	Vehicle Insurance	0	0	0
46.	Fuel and Oil	12	50,000	600,000
47.	Tires	12	3,750	45,000
48.	Preventive Maintenance Parts	12	2,000	24,000
49.	Preventive Maintenance Labor	12	125	1,500
50.	Repairs Parts	12	11,250	135,000
51.	Repairs Labor	12	2,500	30,000
52.	License Tags	0	0	0
53.	Rent/Utilities	0	0	0
54.	Other (Driver Expenses)	12	2,500	30,000
55.	Other: Grounds, Janitor Supplies, Towing	12	8,000	96,000
56.	TOTAL OPERATING EXPENSE			4,466,948
Operating Revenues		Amount		
57.	Fares (Projected)			0
58.	Other (Source): Apartment Complex			40,500

(1) X = A-B-C, where: A = Total Administrative Expenses

B = Revenues (if they exist; if not

B = 0), Line 22

C = Total Unrestricted Federal Funds,
Line 23

X = Unrestricted Federal Funds to be counted as
Other Federal Funds (Used as 1/2 Local), Line 27

Line	Item	Amount	Totals
59.	TOTAL OPERATING REVENUE (Line 57 plus Line 58)		40,500
60.	TOTAL OPERATING DEFICIT (line 56 minus Line 59)		4,426,448

Other Revenue Used to Offset Deficit

61.	Charter Profit	0	
62.	Contracts (Service Sold to Other Agencies)	0	
63.	Advertising Profit	0	
64.	Source: City of Oxford, University, Lafayette County	2,213,224	
65.	SUBTOTAL Other Local (Must Not Be Less Than 25% of Line 60)		2,213,224
66.	Line 65 minus 50% of Line 60 = Excess Local		(0)
67.	Section 5311 Operating Funds Requested (50% of Line 60 minus Line 66)		2,213,224
68.	Line 60 minus Line 65 minus Line 67 (Must Equal 0)		(0)

BUDGET RECAP

Non-Operating Expense, Line 28	1,618,270
Operating Expense, Line 56	4,466,948
TOTAL EXPENSE	6,085,218

FUNDING SOURCES

Section 5311 (80%), Line 32	1,294,616	
Section 5311 (50%), Line 67	2,213,224	
SUBTOTAL Section 5311		3,507,840
Other Revenue, Line 29 and 59	40,500	
Local Cash, Line 33 and 65	2,536,878	
SUBTOTAL		2,577,378
TOTAL FUNDS		6,085,218



OXFORD POLICE DEPARTMENT

Jeff McCutchen

Chief of Police

Sheridan Maiden

Deputy Chief of Police

SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT APPLICATION

In accordance with the City of Oxford, Mississippi Code of Ordinances - Chapter 102, Article XX, Section 102-637- Permit Required, no person shall engage in or conduct any parade or public assembly unless a permit is issued by the Chief of Police.

Application must be submitted to the City Clerk's Office in City Hall at least fourteen (14) days prior to the proposed parade or public assembly.

Application fee is due at the time the application is submitted.

I. Applicant Information:

Name: Marlee Carpenter

Phone Number: 662-232-2773

E-mail Address: mcarpenter@strongertogetheroxford.com

Address: 1308 North Lamar Blvd Suite 4

Oxford

MS

38655

(City)

(State)

(Zip Code)

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

☒ Yes

☐ No

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

Name of Business/Organization: Stronger Together Oxford

Director of Business/Organization: Marlee Carpenter

Phone Number: 662-232-2773

E-mail Address: mcarpenter@strongertogetheroxford.com

Address: 1308 North Lamar Blvd Suite 4

Oxford

MS

38655

(City)

(State)

(Zip Code)

Name of On-Site Contact Person at Event: Marlee Carpenter

Phone Number: 662-660-4765

E-mail Address: mcarpenter@strongertogetheroxford.com

II. Event Information:

Date: 12/1/2025 Start Time: 6:30 pm End Time: 8:30 pm

Type of Event: Christmas Parade

Event Location Information:

Starting Point Location: Ford Center/Old Taylor Road

Finish Line Location: Price Street

Detailed Route: Same route as 2022

Other Information: _____

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

Number of Expected Participants: 80 Number of Expected Spectators: NA

Spacing Intervals to be Maintained Between Units: _____

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

Used by Event: NA

III. Application Fee:

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

IV. Police Protection Fee:

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

V. Signatures: Marsha Carpenter 12/1/2025

Applicant Signature Date

Approved By: Chief of Police, Oxford Police Department Date



OXFORD POLICE DEPARTMENT

Jeff McCutchen

Chief of Police

Sheridan Maiden

Deputy Chief of Police

SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT APPLICATION

In accordance with the City of Oxford, Mississippi Code of Ordinances - Chapter 102, Article XX, Section 102-637- Permit Required, no person shall engage in or conduct any parade or public assembly unless a permit is issued by the Chief of Police.

Application must be submitted to the City Clerk's Office in City Hall at least fourteen (14) days prior to the proposed parade or public assembly.
Application fee is due at the time the application is submitted.

I. Applicant Information:

Name: Lara Caton

Phone Number: 828-279-7455 E-mail Address: lara@proofmediamix.com

Address: 4360 Folse Drive

Metairie \ LA \ 70006

(City)

(State)

(Zip Code)

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

☒ Yes

☐ No

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

Name of Business/Organization: Proof Media Mix

Director of Business/Organization: Thomas Mattes

Phone Number: 502-235-7506 E-mail Address: Thomas@proofmediamix.com

Address: 6105 Strawberry Ln

Louisville \ KY \ 40214

(City)

(State)

(Zip Code)

Name of On-Site Contact Person at Event: Lara Caton

Phone Number: 828-279-7455 E-mail Address: lara@proofmediamix.com

II. Event Information:

Date: 11/13/2025 Start Time: 5:00 pm End Time: 11:00 pm

Type of Event: Promotional event

Event Location Information:

Starting Point Location: Oxford Historic Square

Finish Line Location: Oxford Historic Square

Detailed Route: We will be stagnet during event/this isn't a parade

Other Information: Captain Morgan is coming to town for the FL/Ole Miss game. We would like to set up our ship asset in the square

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

N/A

Number of Expected Participants: 100 Number of Expected Spectators: 100

Spacing Intervals to be Maintained Between Units: _____

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

Used by Event: Ship Asset

III. Application Fee:

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

IV. Police Protection Fee:

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

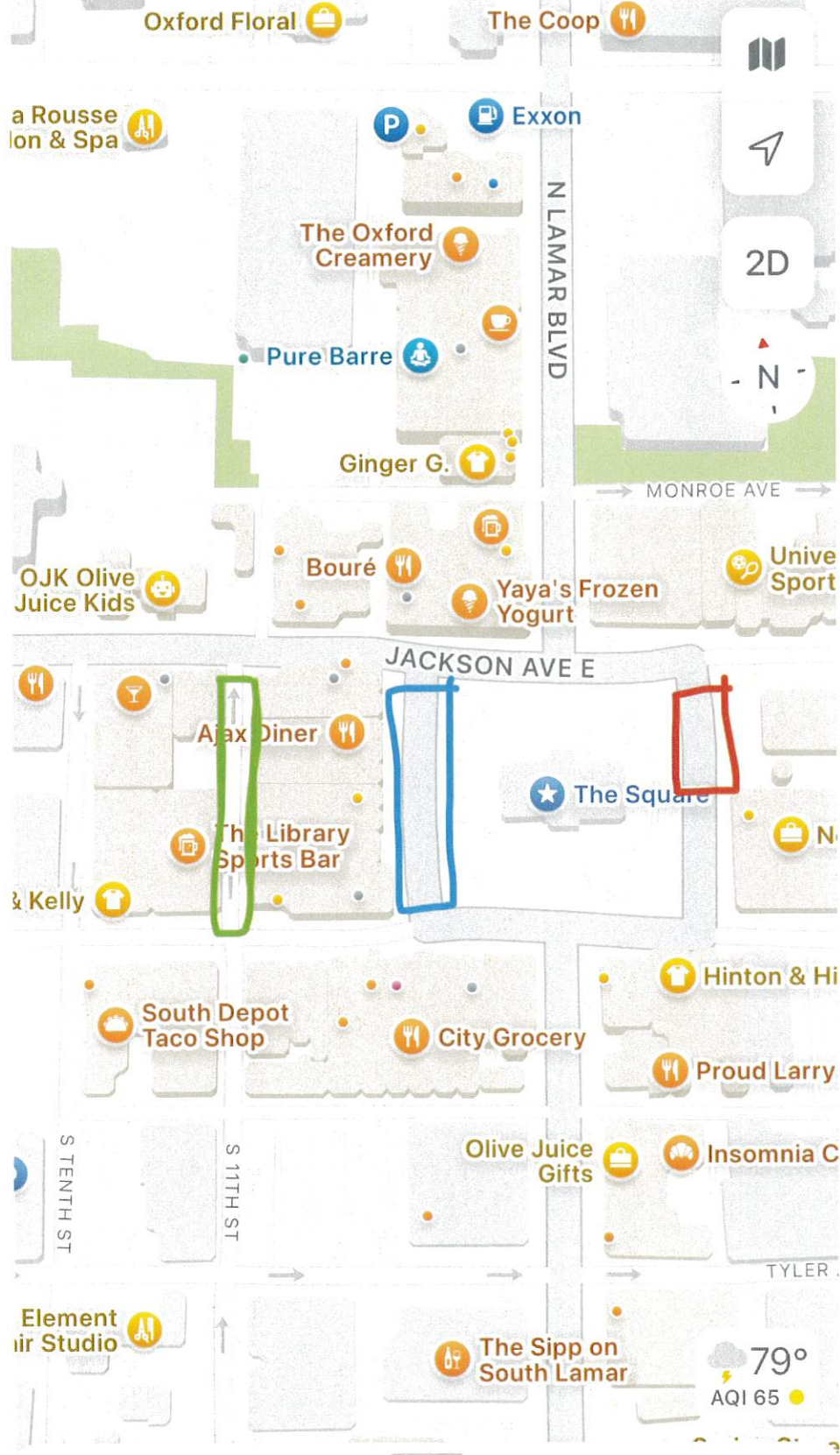
V. Signatures:

Lana Caten 11/13/2025
Applicant Signature Date

Approved By: Chief of Police, Oxford Police Department Date

10:14

LTE



Search Maps



Interpretation and Translation Services and Related Services
Contract #R210605 Administered by OMNIA Partners

Participating Public Agency ("Customer"): Oxford Police Department	Customer # (if applicable): 26492
OMNIA Participation ID: 4018151	

This Statement of Work is subject to cooperative purchasing Contract #R210605 (the "Contract") between Region 4 Education Service Center, administered by OMNIA Partners, Public Sector ("OMNIA") on behalf of Participating Public Agencies, and Language Line Services, Inc. ("Company") for Interpretation and Translation Services and Related Solutions. This document is the sole document that reflects Customer's participation in the Contract and pricing for these services. This document must be signed by an authorized representative of you, the Customer. Pricing is only final upon a signature by an authorized officer of Language Line Services. Pricing changes, if any, will be made on next full monthly billing cycle.

1. LANGUAGELINE PHONE INTERPRETING

1.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.
- (b) **SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Customer's service providers and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays, in over 240 spoken languages.

1.2. PHONE INTERPRETING FEES

- (a) **PER MINUTE USAGE FEES** for LanguageLine Phone and InSight Audio Interpreting

Language Tiers	Languages	Per Minute Charge
1	Spanish	\$0.64
2	All other languages	\$0.69

1.3. PHONE INTERPRETING EQUIPMENT

- (a) **OPTIONS AND DEFINITIONS.** Equipment purchase and lease options are available for the equipment identified below for use with the Phone Interpreting services. All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.
- (b) **PHONE INTERPRETING EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine. The monthly fee covers the cost of equipment programming and providing any necessary replacements and maintenance.
1Solution™ Analog Dual Handset Phone.....\$4.50
1Solution Dual Handset IP Phone.....\$12.50
Panasonic® Cordless Phone with Dual Handsets\$10.50
- (c) **PHONE INTERPRETING LEASED EQUIPMENT ADDITIONAL TERMS.** Upon the termination of the Agreement, Customer shall, at its cost, return the Equipment to Language Line Services within thirty (30) days following the termination date. Customer acknowledges that ownership of the Equipment remains with Language Line Services, and that the Equipment must be returned upon the termination of the Agreement.
- (d) **PHONE INTERPRETING EQUIPMENT PURCHASES.** The following Equipment is available for purchase from LanguageLine during the life of the agreement. Upon depletion of current

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Equipment models and release of new Equipment models, updated pricing will automatically apply. Purchased equipment is covered by a one-year replacement warranty from the manufacturer. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@languageline.com and ContractAdministrationTeam@languageline.com. Details will be available from your Account Executive.

1Solution Analog Dual Handset Phone	\$60.00
1Solution Dual Handset IP Phone	\$150.00
Panasonic Cordless Phone with Dual Handsets	\$60.00
Panasonic Headset.....	\$25.00
Handsets with Splitter	\$10.00
Handset Splitters (price per unit)	\$6.00
Wall Splitters (price per unit)	\$6.00

2. LANGUAGELINE DIRECT RESPONSE

2.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.

STANDARD

- Standard in-language prompts for greeting messages, language menu, and hold/dial-out message
- Prompts recorded by a LanguageLine® Certified linguist
- Custom LanguageLine call flow and call routing
- Capability to integrate with Customer's IVR
- Capability to transmit call to Customer's Direct Inward Dial (DID) number

PREMIUM

- Customizable in-language prompts for greeting messages, language menu, and hold/dial-out message
- Prompts recorded by a LanguageLine® Certified linguist
- Custom LanguageLine call flow and call routing
- Customizable options menu
- Capability to integrate with Customer's IVR
- Capability to transmit call to Customer's Direct Inward Dial (DID) number

- (b) **SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Limited English Proficient (LEP) individuals and routed directly to Customer's service providers, and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays.

2.2. DIRECT RESPONSE FEES

- (a) **STANDARD**\$350.00
- (b) **PREMIUM** per language\$650.00
- (c) **DEDICATED TOLL-FREE LINE** per line\$150.00
- (d) **INCREMENTAL PRICE PER MINUTE** applied to Customer's contracted per minute usage fees for LanguageLine Phone Interpreting.....\$0.25

3. LANGUAGELINE INSIGHT VIDEO INTERPRETING

3.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for InSight Video Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken or

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signed language statements between English and another language. Equipment purchases are optional.

- (b) **SERVICE DELIVERY.** Services are delivered on-demand via a native iOS or Android Application (the "App") or a Mac/PC using a Chrome, Edge, or Firefox browser. Each call has full end-to-end encryption ensuring privacy. Services are available 24/7 for ASL, Spanish, Mandarin, Arabic, Polish, Cantonese, French, Korean, Portuguese, Vietnamese and Russian, and during business or extended business hours for 30 or more additional languages of lesser diffusion.

3.2. INSIGHT VIDEO INTERPRETING FEES

- (a) **ACTIVATION** Monthly Service Fee or One-Time Fee Waived
(b) **PER MINUTE USAGE FEES** for LanguageLine InSight Video Interpreting Based on Total Volume

Sign Language Per Minute Charge	Spanish Per Minute Charge	Other Spoken Languages Per Minute Charge
\$2.25	\$1.50	\$1.85

4. LANGUAGE ONSITE INTERPRETING

4.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide highly qualified interpreters in-person (physical onsite) at Customer's business locations or using Customer's online conferencing platform (virtual onsite) to perform consecutive interpreting between Customer's Service Providers and Limited English Proficient (LEP) individuals, by converting spoken or signed language statements between English and another language.
- (b) **SERVICE DELIVERY**
- Services are available by assignment, with language availability dependent upon regional resources.
 - Virtual onsite assignments using Customer's online conferencing platform may be requested **1-2 days in advance** at 1-888-225-6056, option 1 or onsiterequests@languageline.com.
 - Physical onsite assignments at Customer's business locations may be requested up to **5 days in advance** at 1-888-225-6056, option 1 or onsiterequests@languageline.com.
 - Business locations (city/state/region) where physical onsite assignments will be requested:

City and State: **Oxford, MS**

4.2. LANGUAGELINE ONSITE INTERPRETING FEES

- (a) **MINIMUM ASSIGNMENT TIME** is two (2) hours, with time beyond minimum assignment time billed in 15-minute increments.
- (b) **MILEAGE/TRAVEL REIMBURSEMENT**
- Charged at the prevailing IRS rate.
 - For one-way travel exceeding 60 miles, travel time may be charged at the applicable hourly rate.
 - Parking/tolls charged if applicable.

Statement of Work

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- (c) **CANCELATION.** Assignments canceled with less than one full business days' notice will be charged at the applicable rate for the greater of the minimum assignment time or reserved time for the assignment.

4.3. PRICING TABLE.

Rate	Spanish	American Sign Language	Other Spoken Languages
Standard Hourly Rate	\$75.00	\$100.00	\$90.00
Non-Standard Hourly Rate	\$112.50	\$150.00	\$135.00
Emergency/Holiday Hourly Rate	\$150.00	\$200.00	\$180.00

- (a) Standard Hourly Rate is applied for assignments between 8:00 a.m. and 5:00 p.m. local time Monday through Friday, with more than one full business days' notice.
- (b) Non-Standard Hourly Rate is applied for assignments occurring before 8:00 a.m. or after 5:00 p.m. local time Monday through Friday, Saturday/Sunday or for assignments with less than one full business days' notice.
- (c) Emergency/Holiday Rate is applied for assignments with less than one hour's notice or assignments on federally recognized holidays. Emergency service not available in all areas.

5. LANGUAGELINE TESTING & TRAINING

5.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** Testing and training programs assess Customer's bilingual staff and interpreters' ability to provide quality, careful communication and proficiency in two languages, as well as competence in the requisite medical or other industry-specific vocabulary. Programs focus on the critical interpretation skills of accuracy, efficiency, and cultural competency. Tests and training courses are delivered remotely by assessors with a proven internal record of superior performance as an interpreter and typically hold advanced degrees in language related fields. The content and curricula have been developed in conjunction with leading academic experts and validated by psychometricians.
- (b) **DELIVERABLES.**
- Assessments and courses offered in 46 languages.
 - Test results delivered within 5 business days.
 - Training deliverables will be agreed-upon at the beginning of the project.

5.2. LANGUAGELINE TESTING AND TRAINING FEES

(a) CANCELATION

- Cancellation policy for live Language Tests:

Notice	Credit
At least three business days' notice	Credit in full
Less than three business days' notice	Credit at 50% of fee
One business day or less notice	No credit

- Training courses can be rescheduled or canceled only by the person who submitted the original Training Registration Form.
- Written cancellation of onsite training courses with at least 10 business days' notice prior to the course start date will be fully credited.
- Written cancellation of web training courses with at least three business days' notice prior to the Learning Management System registration will be credited in full.
- To reschedule or cancel, please e-mail LLA@LanguageLine.com.

- (b) **PRICING TABLES.** Prices are in U.S. dollars, per individual test or course, and are subject to change.

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Language Skills Test Fees

Language Test Name	1-49* Tests	50-99* Tests	100- 499* Tests	500* or More
Language Proficiency Test (LPT)	\$165	\$155	\$145	\$135
Specialty LPT	\$200	\$200	\$200	\$200
eLanguage Proficiency Test (eLPT)	\$150	\$140	\$130	\$115
Specialty eLPT	\$185	\$185	\$185	\$185
Bilingual Fluency Assessment (BFA)	\$145	\$135	\$120	\$115
Specialty BFA	\$175	\$175	\$175	\$175
eBilingual Fluency Assessment (eBFA)	\$135	\$120	\$110	\$105
Specialty eBFA	\$155	\$155	\$155	\$155
Bilingual Fluency Assessment for Clinicians	\$160	\$150	\$140	\$135
Specialty BFAC	\$190	\$190	\$190	\$190
eBilingual Fluency Assessment for Clinicians	\$145	\$135	\$120	\$115
Specialty eBFAC	\$175	\$175	\$175	\$175

Interpreter Skills Test Fees

Interpreter Test Name	1-49* Tests	50-99* Tests	100- 499* Tests	500* or More
Interpreter Readiness Assessment (IRA)	\$155	\$145	\$135	\$125
eInterpreter Readiness Assessment (eIRA)	\$140	\$125	\$115	\$110
Interpreter Skills Test (IST)	\$200	\$185	\$165	\$150
Specialty IST	\$225	\$225	\$225	\$225
eInterpreter Skills Test (eIST)	\$185	\$165	\$150	\$135
Specialty eIST	\$200	\$200	\$200	\$200
Medical Certification Test (MCT)	\$220	\$210	\$195	\$185
Court Certification Test (CCT)	\$220	\$210	\$195	\$185

Interpreter Training Course Fees

Course Title	Training Delivery	1-4* Courses	5-9* Courses	10* or More
Fundamentals of Interpreting	Web	\$445	\$400	\$285
Advanced Medical Training (AMT)	Web	\$575	\$520	\$500
Module 1 - Medical Interpreter Training: Professional Skills and Ethics	Phone or Onsite	**	\$390	\$290
Module 1 - Medical Interpreter Training: Professional Skills and Ethics	Web	\$230	\$230	\$175
Module 2 – Medical Interpreting Training: Working in the Healthcare System	Phone or Onsite	**	\$520	\$400
Module 2 – Medical Interpreting Training: Working in the Healthcare System	Web	\$290	\$290	\$230
Module 3 – Medical Interpreter Training: Terminology and Advanced Skills	Phone or Onsite	**	\$520	\$400

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Module 3 – Medical Interpreter Training: Terminology and Advanced Skills	Web	\$290	\$290	\$230
Combined Modules – Intensive Advanced Medical Interpreter Training (2 of the 3 above modules)	Phone or Onsite	**	\$805	\$635
Combined Modules – Intensive Advanced Medical Interpreter Training (2 of the 3 above modules)	Web	\$460	\$460	\$345

- eTests will be billed when the test link is delivered to the client.
- *Group discounts for tests are applied once the minimum number of tests have been completed within the calendar year. Group training discounts are based on the actual number of participants.
- **Delivered via phone or onsite, and requires a minimum of 5 participants to conduct the training.
- A training manual may be purchased for \$69 with the advanced Medical Interpreter Training. A training manual with in-language glossary may be purchased for \$99 with the advanced Medical Interpreter Training.
- Interpreter association members qualify for group discounts upon submission of a copy of their membership card to LLA@languageline.com.
- Group training discounts are based on the actual number of participants.

6. LANGUAGELINE TRANSLATION AND LOCALIZATION

6.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine utilizes ISO-certified workflows to convert CUSTOMER's written and/or digital content between languages with attention to accuracy, tone, style, and attention to regional language and cultural sensitivities, including:
- Translation of written text
 - Modifying graphics and design to properly display translated text
 - Changing content to suit preferences
 - Converting to local currencies and units of measurement
 - Using proper formatting for elements like dates, addresses, and phone numbers
 - Addressing local regulations and legal requirements
- (b) **DELIVERABLES.**
- Services may be requested at <https://www.languageline.com/s/RequestAQuote>, via email to translation@languageline.com or by calling 1-800-878-8523.
 - LanguageLine will provide all deliverables as agreed-upon at the beginning of the project.

6.2. PRICING TABLES. Translation fees, which include Translation and copyediting, are based on the English word count.

TIERS	BI-DIRECTIONAL: ENGLISH>LANGUAGE AND LANGUAGE>ENGLISH	TRANSLATION FEE (PER WORD)
Tier 1	Spanish (US/Latin America)	\$0.15/word
Tier 2	Arabic, Chinese, Portuguese (Brazil), Russian, Vietnamese	\$0.18/word
Tier 3	Bengali, Czech, Farsi, French, German, Hindi, Hungarian, Italian, Korean, Malay, Polish, Portuguese (Portugal), Tagalog, Thai, Urdu	\$0.22/word
Tier 4	Albanian, Bulgarian, Estonian, Haitian Creole, Japanese, Khmer, Lao, Latvian, Lithuanian, Nepali, Slovak, Slovenian, Somali, Turkish	\$0.26/word
All other (LanguageLine supports 240+ languages)		\$0.29/word

Interpretation and Translation Services and Related Services Contract #R210605 Administered by OMNIA Partners

The person signing this SOW on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this SOW on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed SOW by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Oxford Police Department	LanguageLine
Accepted and agreed to date:	Accepted and agreed to date:
Signature:	Signature:
Name:	Name: Bonaventura A. Cavaliere
Title:	Title: CFO

Interpretation and Translation Services and Related Services Contract #R210605 Administered by OMNIA Partners

ADDITIONAL PRICING COMPONENTS		PRICING
Minimum charge per document translation order		\$75.00 – Spanish \$99.00 – all other listed language
Proofreading (third linguistic step when required)		\$60.00/hour
Basic Layout/Formatting/Desktop Publishing		\$45.00/hour
Localization Engineering Services		\$55.00/hour
In-Language Recordings		Individual Quote
Transcription/Translation of Audio or Video files		Individual Quote
Project Management		10% of the invoice value (0.5-hour minimum @\$55.00/hour)
Rush Fees	0% rush charge applies when an expedite delivery date is requested	
Unless indicated otherwise, a one-hour minimum will apply to all hourly services.		

6.3. DELIVERY GUIDELINES. Because the actual number of English words is not known until the source document has been translated, turn-around commitments are based on the estimated number of English words that will be delivered, as determined in LanguageLine's best judgment before commencing work. Additional services could add extra days to a project timeline.

ESTIMATED NUMBER OF ENGLISH WORDS	STANDARD DELIVERY
Less than 1,500 words	1 - 3 business days
1,501 to 4,000 words	4 - 6 business days
4,001 to 7,500 words	6 - 8 business days
7,501+ words	8 + business days
A 0% rush charge will apply when an expedited delivery date is requested.	
Requests received on weekends and holidays will be processed on the next business day.	
Holidays are New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, and Christmas Day.	

Ordinance: 2024-5, § II, 5-7-2024

**ORDINANCE AMENDING CHAPTER 102, ARTICLE XXII, CODE OF
ORDINANCES OF THE CITY OF OXFORD, MISSISSIPPI –
NONCONSENSUAL (TRESPASS) TOWING**

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

SECTION I. That Section 102-700(10) -NONCONSENSUAL (TRESPASS) TOWING. Definitions. Code of Ordinances, Oxford, Mississippi, is hereby amended as follows:

(10) Towing Equipment means the equipment used to remove / tow a vehicle including cables, lifts, dollies, etc. (Towing equipment does not include wheel locks, vehicle boots, or immobilization devices)

(Ord. No. 2024-5, § II, 5-7-2024)

Section II. That Section 102-707 (3) NONCONSENSUAL (TRESPASS) TOWING. Definitions. Code of Ordinances, Oxford, Mississippi, is hereby amended as follows:

3.The towing service may not block or immobilize in any way the requested vehicle to be towed upon arrival to the private property in an effort to keep the owner or other person entitled to possession of the vehicle from removing said vehicle before any piece of equipment involved in the towing process can be affixed to the vehicle.

(Ord. No. 2024-5, § II, 5-7-2024)

SECTION III. REPEALING CLAUSE

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

SECTION IV. EFFECTIVE DATE

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

Alderman Smith	voted	_____
Alderman Hulse	voted	_____
Alderman Hyneman	voted	_____
Alderman Atkinson	voted	_____
Alderman Taylor	voted	_____
Alderman Bailey	voted	_____
Alderman Crowe	voted	_____

APPROVED, this the ____ day of, 2025

ROBYN TANNEHILL, MAYOR

ASHLEY ATKINSON, CITY CLERK



Memorandum

To: Mayor and Board of Aldermen
From: Ben Requet, AICP, Planning Director
Date: October 7, 2025
Re: First Reading of a Zoning Map Amendment request (Case #3256) by Blackburn Holdings, LLC (David Blackburn), to rezone +/- 64 acres to Suburban Corridor, +/- 85.5 acres to Suburban Multi-Family, +/- 122.88 acres to Neighborhood Residential and +/- 52.29 acres Suburban Residential East of Highway 7, north of Highway 30 and west of Charger Lane (PPIN #3520, #3531, #4425, #4506 & #4635)

This is a request for a Zoning Map Amendment to change the zoning for the property; Exhibit C clarifies the request. This request was originally presented to the Planning Commission at the August 11, 2025, meeting but was ultimately tabled by the applicant. The applicant returned to the Commission with a modified request based upon feedback received from the August Commission meeting.

This proposal indicates approximately +/- 64 acres zoned Suburban Corridor, with the majority being located along the Highway 7 frontage in the northwest portion of the site. This is an expansion of approximately 13 acres. Two areas totaling approximately +/- 85.5 acres of Suburban Multi-Family are introduced as transition areas adjacent to the areas zoned Suburban Corridor; a reduction of approximately 25.5 acres from what was previously proposed. The Neighborhood Residential area is proposed to be expanded to approximately +/- 122.88 acres while also being located more in the central and northeastern part of the site that backs into existing properties along Charger Lane. Finally, the area designated as Suburban Residential is being reduced to approximately +/- 52.29 acres along Charger Lane in the eastern part of the site.

At the September 8, 2025, Planning Commission meeting, after an initial motion to table the request failed with a 3-3 vote, Chairman Rigby made a motion to recommend denial of the request that was seconded by Commissioner Murphy. The motion carried with a unanimous 6-0 vote. Therefore, the Commission did not support the requested rezoning.

The subject property is located in the northeastern most portion of the City limits. The property was annexed into the City of Oxford in 2018, and it was initially zoned in 2019. The property measures approximately +/- 324 acres, it has frontage along Highway 7, Highway 30, and Charger Lane. This property is comprised of three zoning districts. Approximately +/- 53 acres are zoned (SCO) Suburban Corridor, +/- 99 acres are zoned (NR) Neighborhood Residential, and +/- 176 acres are currently zoned (SR) Suburban Residential.

The revised request (presented at the September 2025 meeting), the applicant is seeking a Zoning Map Amendment to change the zoning for the property; Exhibit C clarifies the request. This proposal indicates approximately +/- 64 acres zoned Suburban Corridor, with the majority being located along the Highway 7 frontage in the northwest portion of the site. This is an expansion of approximately 13 acres. Two areas totaling approximately +/- 85.5 acres of Suburban Multi-Family are introduced as transition areas adjacent to the areas zoned Suburban Corridor; a reduction of approximately 25.5 acres from what was previously proposed. The Neighborhood Residential area is proposed to be expanded to approximately +/- 122.88 acres while also being located more in the central and northeastern part of the site that backs into existing properties along Charger Lane. Finally, the area designated as Suburban Residential is being reduced to approximately +/- 52.29 acres along Charger Lane in the eastern part of the site. Both the NR and SR proposals remain unchanged from what was proposed at last month's meeting.

Exhibit D indicates two conservation areas that are proposed; both Conservation Zones are 150' in depth. Conservation Zone One measuring approximately +/- 15 acres is located along the eastern and northern property line. Conservation Zone Two measuring approximately +/- 3.97 acres is located in the southwest portion of the property. Both Conservation Zones appear to be providing a 150' undisturbed buffer between existing residences.

State Requirements for Rezoning:

The criteria to rezone property are cited in a number of Mississippi cases and are as follows:

"Before a zoning board reclassifies property from one zone to another, there must be proof either:

(1) that there was a mistake in the original zoning, or (2) (a) that the character of the neighborhood has changed to such an extent as to justify reclassification, and (b) that there was a public need for rezoning." (Burdine v. City of Greenville, 1999).

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

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

Change and Need:

In the application, the applicant provided the following justifications for the change in the character of the neighborhood and the public need.

As a supplement to our original application, we have outlined the following additional justifications to show there is a public need for the mix of zoning requested.

1. Public Need - Reference Exhibit A. This information strongly supports the public need for additional SMF zoned property:
 - a. Identified on this exhibit, is the only undeveloped SMF-zoned property PEC could identify within the boundaries of the exhibit.
 - b. This tract of land is part of the Oxford Commons PUD overlay, and the PUD has a development restriction that limits density to that of just over a typical NR zoning and a restriction that does not allow more than 3 unrelated persons to live in one dwelling unit.
 - i. Regardless of the underlying SMF zoning, the PUD restrictions will not allow true Multi-Family development.
 - c. This essentially leaves no undeveloped SMF-zoned property within the boundaries of Exhibit A which definitively shows there is a public need for additional SMF zoning in Oxford.
2. Public Need - Reference Exhibit A. This information also strongly supports the public need for additional SMF zoned property:
 - a. Identified on this exhibit, is the only undeveloped SMF-zoned property PEC could identify within the City Limits.
 - b. The bulk of the undeveloped SMF zoned property is the underlying zoning within the Grand Oaks PUD overlay and falls under the restrictions of the PUD. The majority of the development in this area of the PUD has been single family residences and the property is limited by access only going through neighborhoods with single family homes. This property does not lend itself to development per the underlying SMF zoning.
 - c. As can clearly be seen, the remaining, undeveloped SMF property within the City Limits of Oxford is a small fraction of the overall SMF zoned property
 - i. Undeveloped SMF properties on Old Taylor Road and Thacker Road are located in areas of severe vehicular traffic congestion as opposed to the property that is zoned SMF in this application which has full, direct, frontage on two primary corridors into Oxford; Hwy 7 and Hwy 30.
3. Public Need - Reference Exhibits B&C: These exhibits have been modified to increase the land area dedicated to commercial/mixed use development (SCO)
 - a. This adjustment to the original application leaves the existing SCO zoning along Hwy 7 unchanged from the current zoning maps (45 acres). We listened to the Commissioners' input and agreed there is a public need for the uses allowed by SCO zoning.
 - b. These exhibits also reflect an increase to the land area dedicated to SCO zoning for property accessed from Molly Barr:
 - i. Existing SCO-zoned property accessed from Hwy 30 is 6 +/- acres (current zoning map)
 - ii. The original application requested an increase in SCO zoning to 13 +/- acres
 - iii. This modified zoning application proposes to further increase SCO to 19 +/- acres

Another driver for the well planned, healthy mix of zoning districts proposed by the applicant is the desire to avoid repeating the problems created by ongoing development along the S. Lamar Corridor which has primarily been focused on dense residential and professional office space with very little general retail, restaurants or shopping opportunities.

Ongoing residential development along the S. Lamar corridor has limited connectivity to Hwy 6 and Hwy 7 making it inconvenient for residents to get to the commercial areas along W. Jackson Ave and generally north of Hwy 6 which exacerbates traffic congestion and associated public safety concerns throughout Oxford.

The applicant's property being considered for rezoning has direct connectivity to Hwy 7 and Hwy 30 which gives direct access to Ole Miss campus via Molly Barr Rd and direct access to Pat Patterson Parkway that circles the entire north and west city limits with direct access to the heart of Oxford via Hwy 314 (Old Sardis Rd), College Hill road and Jackson Ave.

The significance of the subject property having direct access to Hwy 7 and Hwy 30 cannot be understated as this reduces traffic related congestion and minimizes the impact on Oxford's local streets inherently minimizing the associated public safety concerns.

The City of Oxford has experienced exponential population growth since the time the subject property was annexed into the city's certificated area and, specifically, since the adoption of the Vision 2037 plan. Oxford's growth over the past 8-10 years justifies a reevaluation of the zoning for the subject property.

The University of Mississippi has also experienced exponential growth over the same timeframe which is a driver of the increase in population of the city overall.

All indicators point to continued growth in Ole Miss student enrollment which will continue to create a public need for smartly planned mixed-use developments as proposed by this zoning map amendment for the subject property.

The booming overall city population increase, in addition to record student enrollment, has driven significant infrastructure improvements throughout the city with a major focus on connectivity to the eastern side of Oxford where the subject property is located.

Please Reference Exhibit A of this zoning application.

The city and county's long term transportation plan has led to significant changes in vehicular connectivity to the subject property including the imminent completion of the last section of George G "Pat" Patterson Parkway between M Trade Park and the Lafayette County industrial park. This recently completed roadway will be open to the public in the very near future.

The completion of this section of major roadway infrastructure will immediately change and improve the connectivity between the subject property, and the city as a whole, by creating a complete loop around the perimeter of the city limits consisting of:

1. MS Hwy 278 (Hwy 6) to the south.
2. George G "Pat" Patterson Pkwy to the west and north.
3. MS Hwy 7 to the east.

These changes in city/county infrastructure significantly improve access to the subject property.

In addition to the changes created by the completion of the transportation loop described above, other significant changes in vehicular connectivity have recently been completed or are underway that directly change connectivity to the east side of Oxford and, specifically the subject property, including:

1. **New Roundabout** at University Ave. and Buddy East Parkway
2. **New Roundabouts** at University Ave. and MS Hwy 7 (nearing completion)
3. **New roundabouts** at MS Hwy 7 and Sisk Avenue
4. **New signalized intersection** at MS Hwy 30 and Ed Perry Blvd
5. **New Roundabouts** at Molly Barr Rd (MS Hwy 30) and MS Hwy 7
6. **Proposed Roundabout** at Molly Barr Rd and North Lamar Blvd
7. **New Roundabout** at Molly Barr Rd and Chickasaw Rd
8. **New Roundabout** at the soon to be completed connection between George G “Pat” Patterson Pkwy and Industrial Park Drive

Also, the construction for improvements to MS Hwy 7 South are imminent with a projected start date of late 2025. These improvements will include making the section of Hwy 7 between Oxford and MS Hwy 9 a 4-lane highway which is another significant change and improvement for the access to the subject property.

The new roadway infrastructure improvements described above are, by definition, a change in the area directly adjacent to, and directly affecting, the subject property.

The Oxford Commons Planned Unit Development (PUD) bounded by MS Hwy 30 to the north (directly adjacent to the subject property), MS Hwy 7 to the west and both sides of Sisk Avenue to the south has exploded with a mixture of single family homes, townhomes, apartments, and a wide ranging mixture of commercial, retail and entertainment uses over the **master-planned** 700 acre (+) mixed use development.

The growth at Oxford Commons PUD has been a trigger for many of the transportation connectivity changes described above. And as the availability of undeveloped land within Oxford Commons PUD decreases by the day, there is a public need at the subject property for more opportunity to provide mixed use development like the Oxford Commons PUD.

The zoning map amendment as proposed, see Exhibits A, B and C of this application, will provide a healthy mix of commercial multi-family, townhomes and single-family uses which will help satisfy the public need for well-planned, mixed-use communities that are integrated into the surrounding neighborhoods.

Please note that this zoning map amendment proposes low density single family residential (SR) zoning adjacent to the existing single-family homes along Charger Lane to the east.

The proposed zoning changes will also create two undisturbed conservation zones with a total width of 150 feet, intended to provide a permanent buffer between the subject property and existing properties zoned for residential use.

Mistake:

There is no mistake in this instance.

Additional Staff Comments:

The applicant points out that there have been changes in the character of the neighborhood partly attributed to infrastructure improvements with new roundabouts, signalized intersections, newly constructed roadways and the expansion of Highway 7 being imminent. Staff does understand the applicant's logic in having the uses transition in intensity from SCO to SMF to NR to SR. The change will result in an increased density of this site with the introduction of the two SMF areas, and the expansion of the Neighborhood Residential. However, some of the SMF areas were areas designated as SCO, which allow for residential uses on upper floors. Staff believes that the designated Conservation Areas will provide some protections for the adjacent property owners.

Recommendation: The Mayor and Aldermen will have to determine if the proposal is a desirable change. Staff believes that there is sufficient evidence of change and need to support the rezoning of this property as requested.

Planning Commission Meeting (September 8, 2025)

A link to the recording of the September 8th, 2025, Planning Commission meeting is provided below. An adjacent property owner, Heather Toney, provided comments about the proposed request, and the concerns of how the proposal may impact her and her neighbors' property. She also indicated that she believed the request was premature, and that tabling the item would allow for her, neighbors and the applicant to have conversations about the request.

[Case #3256 – Blackburn Holdings Rezoning \(This item should begin at 11:58\)](#)

Planning Commission Recommendation:

At the September 8, 2025, Planning Commission meeting, after an initial motion to table the request failed with a 3-3 vote, Chairman Rigby made a motion to recommend denial of the request that was seconded by Commissioner Murphy. The motion carried with a unanimous 6-0 vote. Therefore, the Commission did not support the requested rezoning.

As this is a first reading, voting action is not required by the Mayor and Aldermen.

**Case 3256**

To: Oxford Planning Commission
From: Benjamin Requet, AICP; Director of Planning
Date: September 8, 2025

Applicant: Blackburn Holdings, LLC.
Owner: Same
Request: Zoning Map Amendment
Location: East of Highway 7, north of Highway 30 and west of Charger Lane (PPIN #3520, #3531, #4425, #4506 & #4635)
Zoning: (SCO) Suburban Corridor, (NR) Neighborhood Residential & (SR) Suburban Residential

Surrounding Zoning:

North: County R-1 & A1
East: County R-1
South: (IND) Industrial & (SCO) Suburban Corridor
West: (SCO) Suburban Corridor

Planning Comments: Since the August Planning Commission meeting, the applicant has revised the zoning map amendment request. The subject property is located in the northeastern most portion of the City limits. The property was annexed into the City of Oxford in 2018, and it was initially zoned in 2019. The property measures approximately +/- 324 acres, it has frontage along Highway 7, Highway 30, and Charger Lane. This property is comprised of three zoning districts. Approximately +/- 53 acres are zoned (SCO) Suburban Corridor, +/- 99 acres are zoned (NR) Neighborhood Residential, and +/- 176 acres are currently zoned (SR) Suburban Residential.

In this revised request, the applicant is seeking a Zoning Map Amendment to change the zoning for the property; Exhibit C clarifies the request. This proposal indicates approximately +/- 64 acres zoned Suburban Corridor, with the majority being located along the Highway 7 frontage in the northwest portion of the site. This is an expansion of approximately 13 acres. Two areas totaling approximately +/- 85.5 acres of Suburban Multi-Family are introduced as transition areas adjacent to the areas zoned Suburban Corridor; a reduction of approximately 25.5 acres from what was previously proposed. The Neighborhood Residential area is proposed to be expanded

to approximately +/- 122.88 acres while also being located more in the central and northeastern part of the site that backs into existing properties along Charger Lane. Finally, the area designated as Suburban Residential is being reduced to approximately +/- 52.29 acres along Charger Lane in the eastern part of the site. Both the NR and SR proposals remain unchanged from what was proposed at last month's meeting.

Exhibit D indicates two conservation areas that are proposed; both Conservation Zones are 150' in depth. Conservation Zone One measuring approximately +/- 15 acres is located along the eastern and northern property line. Conservation Zone Two measuring approximately +/- 3.97 acres is located in the southwest portion of the property. Both Conservation Zones appear to be providing a 150' undisturbed buffer between existing residences.

State Requirements for Rezoning:

The criteria to rezone property are cited in a number of Mississippi cases and are as follows:

"Before a zoning board reclassifies property from one zone to another, there must be proof either:

(1) that there was a mistake in the original zoning, or (2) (a) that the character of the neighborhood has changed to such an extent as to justify reclassification, and (b) that there was a public need for rezoning." (Burdine v. City of Greenville, 1999).

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

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

Change and Need:

In the application, the applicant provided the following justifications for the change in the character of the neighborhood and the public need.

As a supplement to our original application, we have outlined the following additional justifications to show there is a public need for the mix of zoning requested.

1. Public Need - Reference Exhibit A. This information strongly supports the public need for additional SMF zoned property:

- a. Identified on this exhibit, is the only undeveloped SMF-zoned property PEC could identify within the boundaries of the exhibit.
 - b. This tract of land is part of the Oxford Commons PUD overlay, and the PUD has a development restriction that limits density to that of just over a typical NR zoning and a restriction that does not allow more than 3 unrelated persons to live in one dwelling unit.
 - i. Regardless of the underlying SMF zoning, the PUD restrictions will not allow true Multi-Family development.
 - c. This essentially leaves no undeveloped SMF-zoned property within the boundaries of Exhibit A which definitively shows there is a public need for additional SMF zoning in Oxford.
2. Public Need - Reference Exhibit A. This information also strongly supports the public need for additional SMF zoned property:
 - a. Identified on this exhibit, is the only undeveloped SMF-zoned property PEC could identify within the City Limits.
 - b. The bulk of the undeveloped SMF zoned property is the underlying zoning within the Grand Oaks PUD overlay and falls under the restrictions of the PUD. The majority of the development in this area of the PUD has been single family residences and the property is limited by access only going through neighborhoods with single family homes. This property does not lend itself to development per the underlying SMF zoning.
 - c. As can clearly be seen, the remaining, undeveloped SMF property within the City Limits of Oxford is a small fraction of the overall SMF zoned property
 - i. Undeveloped SMF properties on Old Taylor Road and Thacker Road are located in areas of severe vehicular traffic congestion as opposed to the property that is zoned SMF in this application which has full, direct, frontage on two primary corridors into Oxford; Hwy 7 and Hwy 30.
3. Public Need - Reference Exhibits B&C: These exhibits have been modified to increase the land area dedicated to commercial/mixed use development (SCO)
 - a. This adjustment to the original application leaves the existing SCO zoning along Hwy 7 unchanged from the current zoning maps (45 acres). We listened to the Commissioners' input and agreed there is a public need for the uses allowed by SCO zoning.
 - b. These exhibits also reflect an increase to the land area dedicated to SCO zoning for property accessed from Molly Barr:
 - i. Existing SCO-zoned property accessed from Hwy 30 is 6 +/- acres (current zoning map)
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Another driver for the well planned, healthy mix of zoning districts proposed by the applicant is the desire to avoid repeating the problems created by ongoing development along the S. Lamar

Corridor which has primarily been focused on dense residential and professional office space with very little general retail, restaurants or shopping opportunities.

Ongoing residential development along the S. Lamar corridor has limited connectivity to Hwy 6 and Hwy 7 making it inconvenient for residents to get to the commercial areas along W. Jackson Ave and generally north of Hwy 6 which exacerbates traffic congestion and associated public safety concerns throughout Oxford.

The applicant's property being considered for rezoning has direct connectivity to Hwy 7 and Hwy 30 which gives direct access to Ole Miss campus via Molly Barr Rd and direct access to Pat Patterson Parkway that circles the entire north and west city limits with direct access to the heart of Oxford via Hwy 314 (Old Sardis Rd), College Hill road and Jackson Ave.

The significance of the subject property having direct access to Hwy 7 and Hwy 30 cannot be understated as this reduces traffic related congestion and minimizes the impact on Oxford's local streets inherently minimizing the associated public safety concerns.

The City of Oxford has experienced exponential population growth since the time the subject property was annexed into the city's certificated area and, specifically, since the adoption of the Vision 2037 plan. Oxford's growth over the past 8-10 years justifies a reevaluation of the zoning for the subject property.

The University of Mississippi has also experienced exponential growth over the same timeframe which is a driver of the increase in population of the city overall.

All indicators point to continued growth in Ole Miss student enrollment which will continue to create a public need for smartly planned mixed-use developments as proposed by this zoning map amendment for the subject property.

The booming overall city population increase, in addition to record student enrollment, has driven significant infrastructure improvements throughout the city with a major focus on connectivity to the eastern side of Oxford where the subject property is located.

Please Reference Exhibit A of this zoning application.

The city and county's long term transportation plan has led to significant changes in vehicular connectivity to the subject property including the imminent completion of the last section of George G "Pat" Patterson Parkway between M Trade Park and the Lafayette County industrial park. This recently completed roadway will be open to the public in the very near future.

The completion of this section of major roadway infrastructure will immediately change and improve the connectivity between the subject property, and the city as a whole, by creating a complete loop around the perimeter of the city limits consisting of:

1. MS Hwy 278 (Hwy 6) to the south.
2. George G "Pat" Patterson Pkwy to the west and north.

3. MS Hwy 7 to the east.

These changes in city/county infrastructure significantly improve access to the subject property.

In addition to the changes created by the completion of the transportation loop described above, other significant changes in vehicular connectivity have recently been completed or are underway that directly change connectivity to the east side of Oxford and, specifically the subject property, including:

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2. **New Roundabouts** at University Ave. and MS Hwy 7 (nearing completion)
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7. **New Roundabout** at Molly Barr Rd and Chickasaw Rd
8. **New Roundabout** at the soon to be completed connection between George G “Pat” Patterson Pkwy and Industrial Park Drive

Also, the construction for improvements to MS Hwy 7 South are imminent with a projected start date of late 2025. These improvements will include making the section of Hwy 7 between Oxford and MS Hwy 9 a 4-lane highway which is another significant change and improvement for the access to the subject property.

The new roadway infrastructure improvements described above are, by definition, a change in the area directly adjacent to, and directly affecting, the subject property.

The Oxford Commons Planned Unit Development (PUD) bounded by MS Hwy 30 to the north (directly adjacent to the subject property), MS Hwy 7 to the west and both sides of Sisk Avenue to the south has exploded with a mixture of single family homes, townhomes, apartments, and a wide ranging mixture of commercial, retail and entertainment uses over the **master-planned** 700 acre (+) mixed use development.

The growth at Oxford Commons PUD has been a trigger for many of the transportation connectivity changes described above. And as the availability of undeveloped land within Oxford Commons PUD decreases by the day, there is a public need at the subject property for more opportunity to provide mixed use development like the Oxford Commons PUD.

The zoning map amendment as proposed, see Exhibits A, B and C of this application, will provide a healthy mix of commercial multi-family, townhomes and single-family uses which will help satisfy the public need for well-planned, mixed-use communities that are integrated into the surrounding neighborhoods.

Please note that this zoning map amendment proposes low density single family residential (SR) zoning adjacent to the existing single-family homes along Charger Lane to the east.

The proposed zoning changes will also create two undisturbed conservation zones with a total width of 150 feet, intended to provide a permanent buffer between the subject property and existing properties zoned for residential use.

Mistake:

There is no mistake in this instance.

Additional Staff Comments:

The applicant points out that there have been changes in the character of the neighborhood partly attributed to infrastructure improvements with new roundabouts, signalized intersections, newly constructed roadways and the expansion of Highway 7 being imminent. Staff does understand the applicant's logic in having the uses transition in intensity from SCO to SMF to NR to SR. The change will result in an increased density of this site with the introduction of the two SMF areas, and the expansion of the Neighborhood Residential. However, some of the SMF areas were areas designated as SCO, which allow for residential uses on upper floors. Staff believes that the designated Conservation Areas will provide some protections for the adjacent property owners.

Recommendation: The Commission will have to determine if the proposal is a desirable change. Staff believes that there is sufficient evidence of change and need to support the rezoning of this property as requested.



August 23, 2025

Application for Rezoning

Preface:

The applicant has modified the original application exhibits, and the narrative below, in reaction to input and feedback we received from Commissioners during the August 11, 2025 Planning Commission meeting. On behalf of the applicant, we requested our proposal be tabled until the September 8, 2025 meeting to give PEC and the applicant an opportunity to take into consideration the Commissioners' feedback and adjust the request accordingly. We value that input and it did result in what we feel are prudent planning changes to this application and the request for rezoning.

As a supplement to our original application, we have outlined the following additional justifications to show there is a public need for the mix of zoning requested.

1. **Public Need** - Reference Exhibit A. This information strongly supports the public need for additional SMF zoned property:
 - a. Identified on this exhibit, is the only undeveloped SMF-zoned property PEC could identify within the boundaries of the exhibit.
 - b. This tract of land is part of the Oxford Commons PUD overlay, and the PUD has a development restriction that limits density to that of just over a typical NR zoning and a restriction that does not allow more than 3 unrelated persons to live in one dwelling unit.
 - i. Regardless of the underlying SMF zoning, the PUD restrictions will not allow true Multi-Family development.
 - c. This essentially leaves no undeveloped SMF-zoned property within the boundaries of Exhibit A which definitively shows there is a public need for additional SMF zoning in Oxford.
2. **Public Need** - Reference Exhibit A. This information also strongly supports the public need for additional SMF zoned property:
 - a. Identified on this exhibit, is the only undeveloped SMF-zoned property PEC could identify within the City Limits.
 - b. The bulk of the undeveloped SMF zoned property is the underlying zoning within the Grand Oaks PUD overlay and falls under the restrictions of the PUD. The majority of the development in this area of the PUD has been single family residences and the property is limited by access only going through neighborhoods with single family homes. This property does not lend itself to development per the underlying SMF zoning.
 - c. As can clearly be seen, the remaining, undeveloped SMF property within the City Limits of Oxford is a small fraction of the overall SMF zoned property
 - i. Undeveloped SMF properties on Old Taylor Road and Thacker Road are located in areas of severe vehicular traffic congestion as opposed to the property that is zoned SMF in this

application which has full, direct, frontage on two primary corridors into Oxford; Hwy 7 and Hwy 30.

3. **Public Need** - Reference Exhibits B&C: These exhibits have been modified to increase the land area dedicated to commercial/mixed use development (SCO)
 - a. This adjustment to the original application leaves the existing SCO zoning along Hwy 7 unchanged from the current zoning maps (45 acres). We listened to the Commissioners' input and agreed there is a public need for the uses allowed by SCO zoning.
 - b. These exhibits also reflect an increase to the land area dedicated to SCO zoning for property accessed from Molly Barr:
 - i. Existing SCO-zoned property accessed from Hwy 30 is 6 +/- acres (current zoning map)
 - ii. The original application requested an increase in SCO zoning to 13 +/- acres
 - iii. This modified zoning application proposes to further increase SCO to 19 +/- acres

Another driver for the well planned, healthy mix of zoning districts proposed by the applicant is the desire to avoid repeating the problems created by ongoing development along the S. Lamar Corridor which has primarily been focused on dense residential and professional office space with very little general retail, restaurants or shopping opportunities.

Ongoing residential development along the S. Lamar corridor has limited connectivity to Hwy 6 and Hwy 7 making it inconvenient for residents to get to the commercial areas along W. Jackson Ave and generally north of Hwy 6 which exacerbates traffic congestion and associated public safety concerns throughout Oxford.

The applicant's property being considered for rezoning has direct connectivity to Hwy 7 and Hwy 30 which gives direct access to Ole Miss campus via Molly Barr Rd and direct access to Pat Patterson Parkway that circles the entire north and west city limits with direct access to the heart of Oxford via Hwy 314 (Old Sardis Rd), College Hill road and Jackson Ave.

The significance of the subject property having direct access to Hwy 7 and Hwy 30 cannot be understated as this reduces traffic related congestion and minimizes the impact on Oxford's local streets inherently minimizing the associated public safety concerns.

Describe what has changed or the changing conditions that make the passage of this zoning amendment necessary.

The **City of Oxford** has experienced exponential population growth since the time the subject property was annexed into the city's certificated area and, specifically, since the adoption of the Vision 2037 plan. Oxford's growth over the past 8-10 years justifies a reevaluation of the zoning for the subject property.

The **University of Mississippi** has also experienced exponential growth over the same timeframe which is a driver of the increase in population of the city overall.

All indicators point to continued growth in **Ole Miss student enrollment** which will continue to create a public need for smartly planned mixed-use developments as proposed by this zoning map amendment for the subject property.

The booming overall city population increase, in addition to record student enrollment, has driven significant infrastructure improvements throughout the city with a major focus on connectivity to the eastern side of Oxford where the subject property is located.

Please Reference Exhibit A of this zoning application.

The city and county's long term transportation plan has led to significant changes in vehicular connectivity to the subject property including the imminent completion of the last section of George G "Pat" Patterson Pkwy between M Trade Park and the Lafayette County industrial park. This recently completed roadway will be open to the public in the very near future.

The completion of this section of major roadway infrastructure will immediately change and improve the connectivity between the subject property, and the city as a whole, by creating a complete loop around the perimeter of the city limits consisting of:

1. MS Hwy 278 (Hwy 6) to the south.
2. George G "Pat" Patterson Pkwy to the west and north.
3. MS Hwy 7 to the east.

These changes in city/county infrastructure significantly improve access to the subject property.

In addition to the changes created by the completion of the transportation loop described above, other significant changes in vehicular connectivity have recently been completed or are underway that directly change connectivity to the east side of Oxford and, specifically the subject property, including:

1. **New Roundabout** at University Ave. and Buddy East Parkway
2. **New Roundabouts** at University Ave. and MS Hwy 7 (nearing completion)
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Also, the construction for improvements to MS Hwy 7 South are imminent with a projected start date of late 2025. These improvements will include making the section of Hwy 7 between Oxford and MS Hwy 9 a 4 lane highway which is another significant change and improvement for the access to the subject property.

The new roadway infrastructure improvements described above are, by definition, a change in the area directly adjacent to, and directly affecting, the subject property.

What other circumstances justify the proposed change?

The **Oxford Commons Planned Unit Development (PUD)** bounded by MS Hwy 30 to the north (directly adjacent to the subject property), MS Hwy 7 to the west and both sides of Sisk Avenue to the south has

exploded with a mixture of single family homes, townhomes, apartments, and a wide ranging mixture of commercial, retail and entertainment uses over the **master-planned 700 acre (+) mixed use development**.

The growth at Oxford Commons PUD has been a trigger for many of the transportation connectivity changes described above. And as the availability of undeveloped land within Oxford Commons PUD decreases by the day, there is a public need at the subject property for more opportunity to provide mixed use development like the Oxford Commons PUD.

The zoning map amendment as proposed, see Exhibits A, B and C of this application, will provide a healthy mix of commercial multi-family, townhomes and single-family uses which will help satisfy the public need for well-planned, mixed-use communities that are integrated into the surrounding neighborhoods.

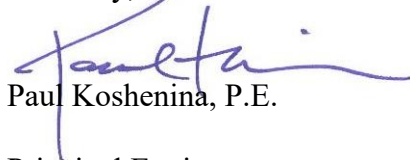
Please note that this zoning map amendment proposes low density single family residential (SR) zoning adjacent to the existing single-family homes along Charger Lane to the east.

The proposed zoning changes will also create two undisturbed conservation zones with a total width of 150 feet, intended to provide a permanent buffer between the subject property and existing properties zoned for residential use.

What error(s), if any, in the Zoning Map would be corrected by the proposed amendment?

Not Applicable

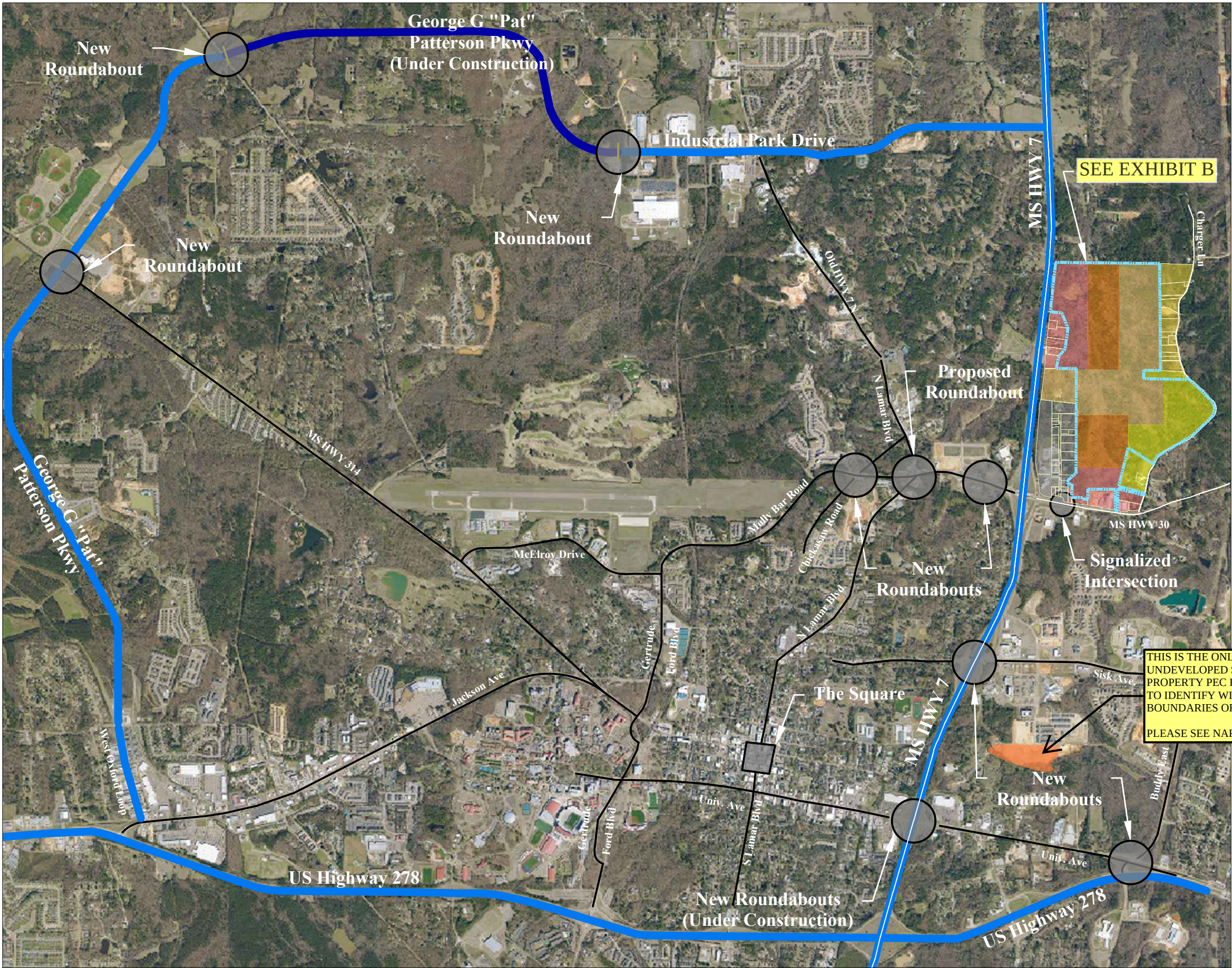
Sincerely,



Paul Koshenina, P.E.

Principal Engineer
Director of Civil Engineering
Precision Engineering Corporation

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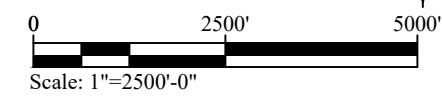
EXHIBIT A

FOR
BLACKBURN HOLDINGS, LLC
OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

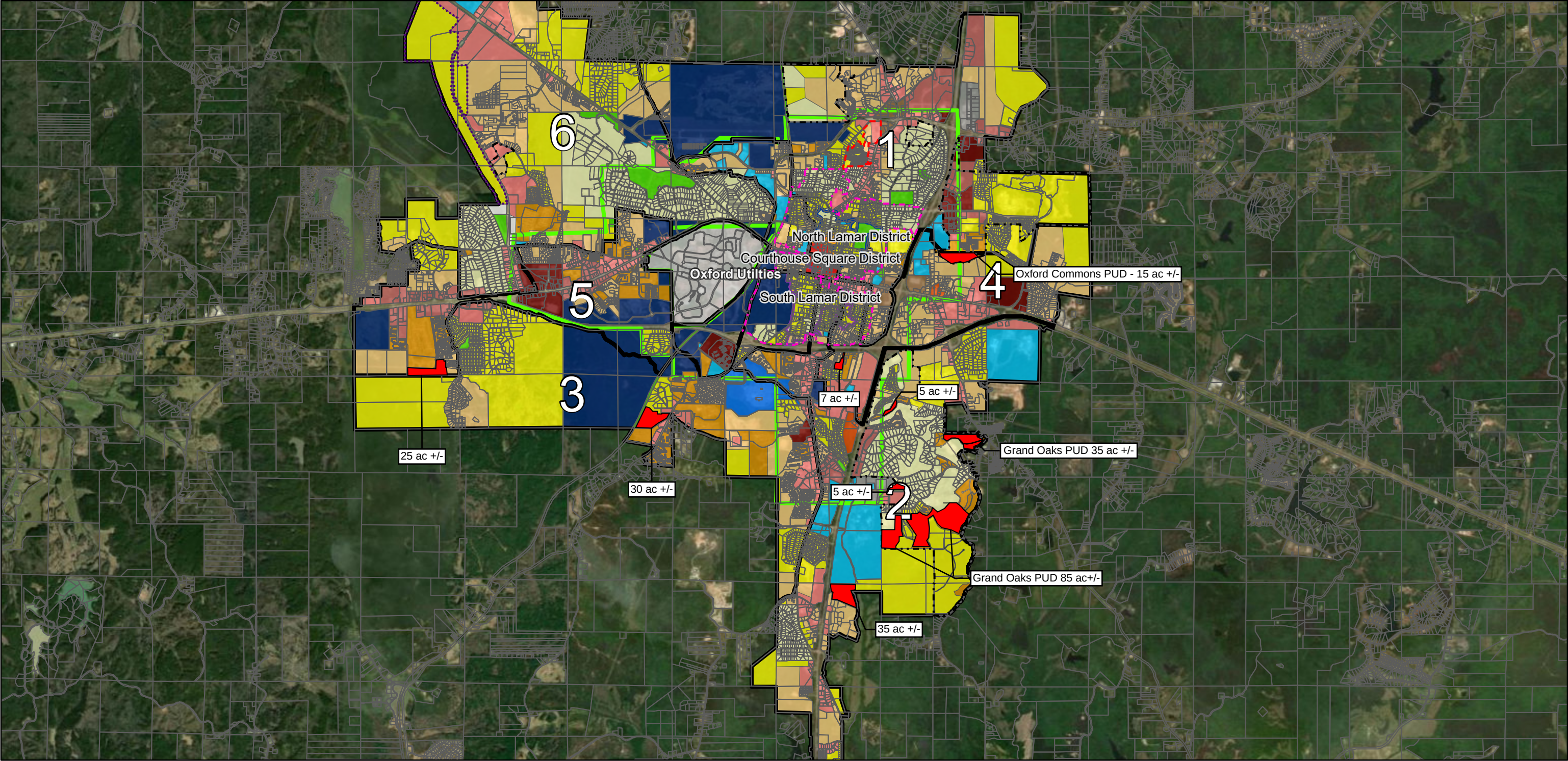
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PROJECT NO.:	7155	

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Oxford Zoning Map



8/29/2025, 7:16:39 AM

- Housing Accelerator Overlay

Conservation Overlay

PUD Overlay

TND Overlay

Parcels

Wards

Oxford Electric Area

Historic Preservation District

Courthouse Square District

North Lamar District

South Lamar District

Zoning

(AG) Agricultural

(ER) Estate Residential District

(HUCN) Historic Urban Center District

(IND) Industrial

(INST-E) Institutional - Education

(INST-G) Institutional - Government

(INST-M) Institutional - Medical

(INST-POS) Institutional - Public Parks and Open Space

(LTNB) Legacy Traditional Neighborhood Business District

(NR) Neighborhood Residential District

(RCN) Rural Center

(SCN) Suburban Center District

(SCO) Suburban Corridor District

(SMF) Suburban Multi-Family District

(SR) Suburban Residential District

(TER) Traditional Estate Residential District

(TNB) Traditional Neighborhood Business District

(TNR) Traditional Neighborhood Residential District

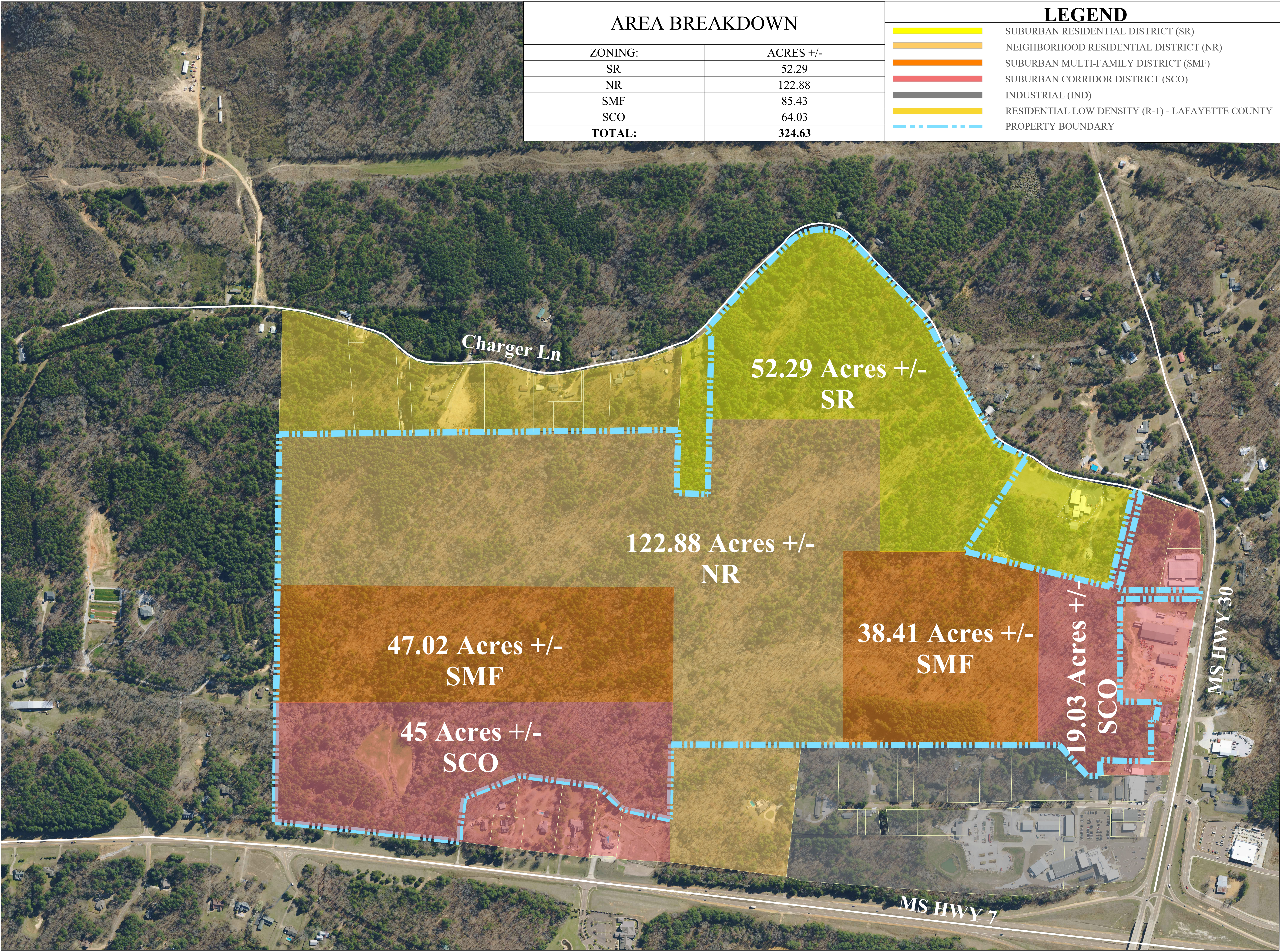
(TSR) Traditional Suburban Residential District

(UCN) Urban Center District

(UCO) Urban Corridor District

University of Mississippi Land Grant
-
- Earthstar Geographics
- 118 of 176
- City of Oxford GIS
City of Oxford Development Services GIS

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AREA BREAKDOWN	
ZONING:	ACRES +/-
SR	52.29
NR	122.88
SMF	85.43
SCO	64.03
TOTAL:	324.63

LEGEND	
	SUBURBAN RESIDENTIAL DISTRICT (SR)
	NEIGHBORHOOD RESIDENTIAL DISTRICT (NR)
	SUBURBAN MULTI-FAMILY DISTRICT (SMF)
	SUBURBAN CORRIDOR DISTRICT (SCO)
	INDUSTRIAL (IND)
	RESIDENTIAL LOW DENSITY (R-1) - LAFAYETTE COUNTY
	PROPERTY BOUNDARY



EMAIL: OXFORD@PECORPMS.COM FAX: (662) 234-8539
PHONE: (662) 234-8539 WEB SITE: PECORPMS.COM

REVISIONS:			
NO.	DATE	DESCRIPTION	BY

EXHIBIT B
PROPOSED ZONING
FOR
BLACKBURN HOLDINGS, LLC
OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

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PROJECT NO.:	7155	

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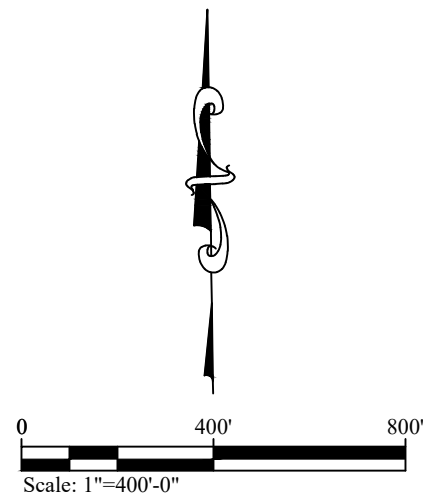
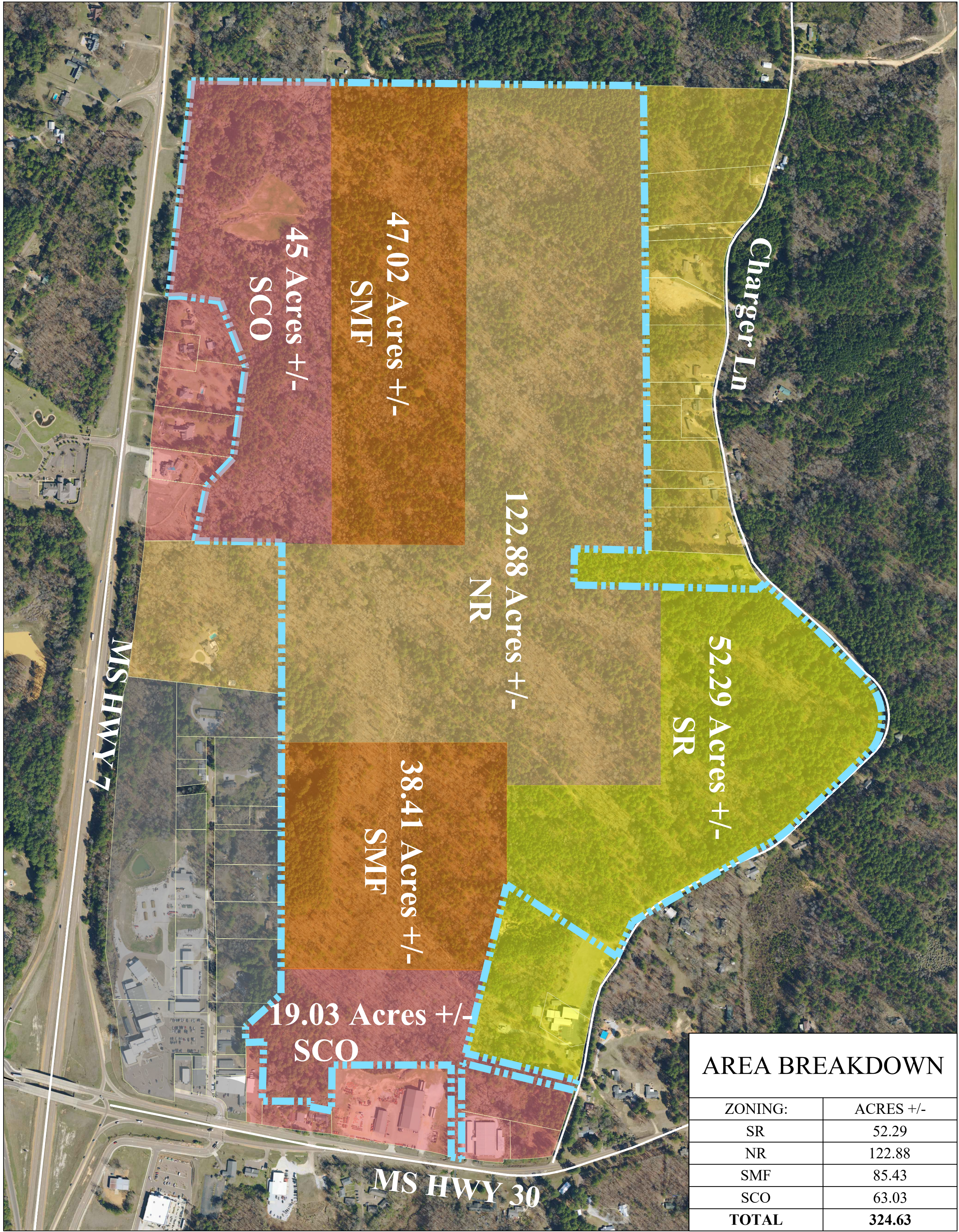
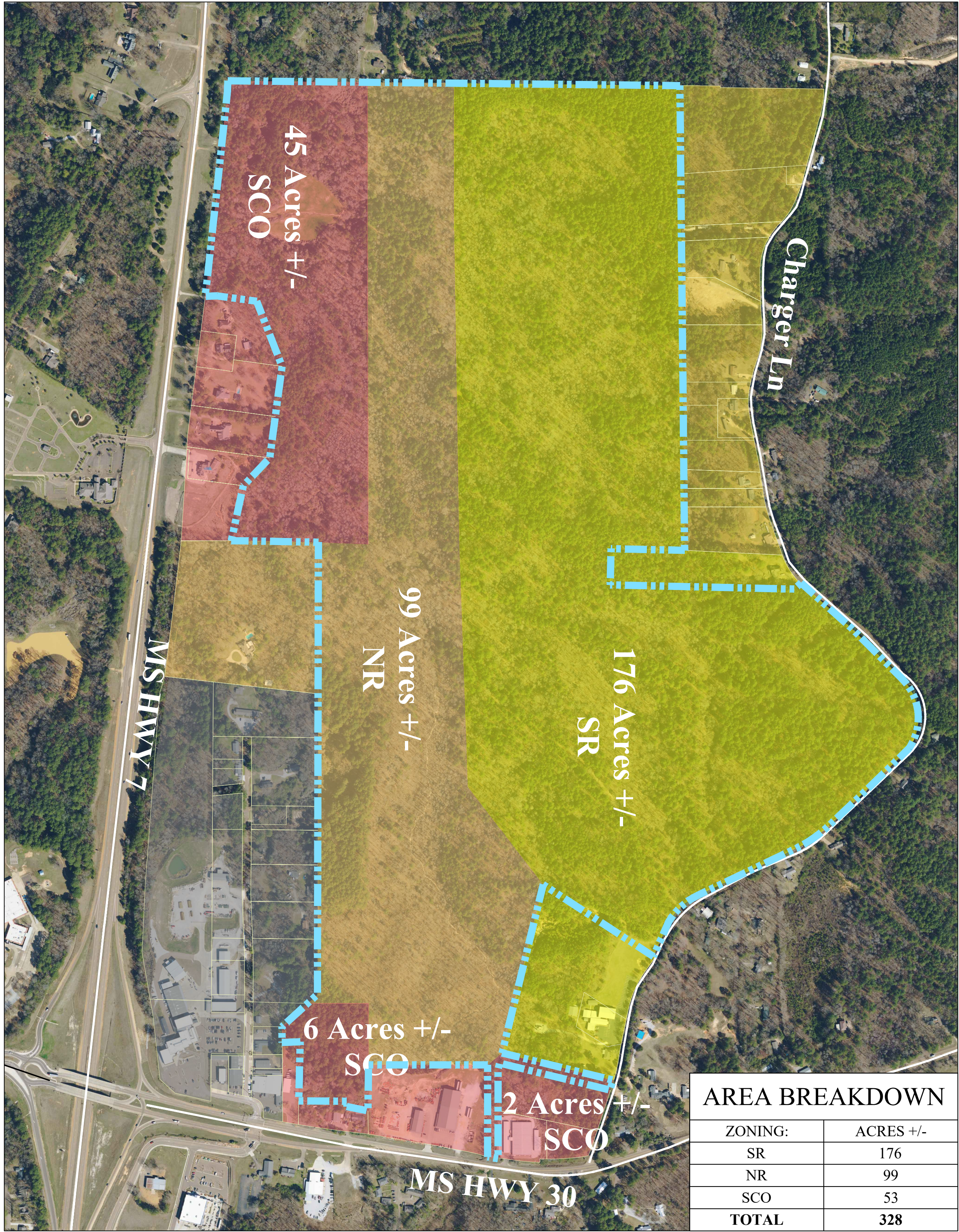
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1

REZONING MAP

SCALE: 1" = 400'-0"

LEGEND	
	SUBURBAN RESIDENTIAL DISTRICT (SR)
	NEIGHBORHOOD RESIDENTIAL DISTRICT (NR)
	SUBURBAN MULTI-FAMILY DISTRICT (SMF)
	SUBURBAN CORRIDOR DISTRICT (SCO)
	INDUSTRIAL (IND)
	RESIDENTIAL LOW DENSITY (R-1) - LAFAYETTE COUNTY
	PROPERTY BOUNDARY



EMAIL: OXFORD@PECORPMS.COM FAX: OXFORD@PECORPMS.COM
PHONE: (662) 234-8539 WEB SITE: PECORPMS.COM (662) 234-8639

REVISIONS:

NO.	DATE	DESCRIPTION	BY

EXHIBIT C
PROPOSED ZONING
FOR
BLACKBURN HOLDINGS, LLC
OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

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AREA BREAKDOWN	
ZONING:	ACRES +/-
CONSERVATIVE ZONE ONE	15.00
CONSERVATIVE ZONE TWO	3.97
TOTAL:	18.97



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PHONE: (662) 234-8539 WEB SITE: PECORPMS.COM (662) 234-8639

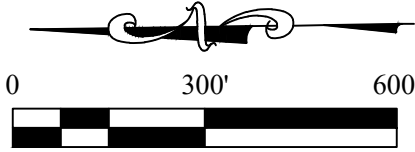
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NO.	DATE	DESCRIPTION	BY

EXHIBIT D
PROPOSED ZONING
FOR
BLACKBURN HOLDINGS, LLC
OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

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EXHIBIT D



**Case 3256**

To: Oxford Planning Commission
From: Benjamin Requet, AICP; Director of Planning
Date: August 11, 2025

Applicant: Blackburn Holdings, LLC.
Owner: Same
Request: Zoning Map Amendment
Location: East of Highway 7, north of Highway 30 and west of Charger Lane (PPIN #3520, #3531, #4425, #4506 & #4635)
Zoning: (SCO) Suburban Corridor, (NR) Neighborhood Residential & (SR) Suburban Residential

Surrounding Zoning:

North: County R-1 & A1
East: County R-1
South: (IND) Industrial & (SCO) Suburban Corridor
West: (SCO) Suburban Corridor

Planning Comments: The subject property is located in the northeastern most portion of the City limits. The property was annexed into the City of Oxford in 2018, and it was initially zoned in 2019. The property measures approximately +/- 324 acres, it has frontage along Highway 7, Highway 30, and Charger Lane. This property is comprised of three zoning districts. Approximately +/- 53 acres are zoned (SCO) Suburban Corridor, +/- 99 acres are zoned (NR) Neighborhood Residential, and +/- 176 acres are zoned (SR) Suburban Residential.

In this request, the applicant is seeking a Zoning Map Amendment to change the zoning for the property; Exhibit C clarifies the request. The proposal indicates a reduction in the area zoned Suburban Corridor to approximately +/- 37.84 acres, with the majority being located along the Highway 7 frontage in the northwest portion of the site, but with an expanded area along Highway 30. Two areas totaling approximately +/- 111 acres of Suburban Multi-Family are introduced as transition areas adjacent to the areas zoned Suburban Corridor. The Neighborhood Residential area is proposed to be expanded to approximately +/- 122.88 acres while also being located more in the central and northeastern part of the site that backs into existing properties

along Charger Lane. Finally, the area designated as Suburban Residential is being reduced to approximately +/- 52.29 acres along Charger Lane in the eastern part of the site.

Exhibit D indicates two conservation areas that are proposed; both Conservation Zones are 150' in depth. Conservation Zone One measuring approximately +/- 15 acres is located along the eastern and northern property line. Conservation Zone Two is located in the southwest portion of the property. Both Conservation Zones appear to be providing a 150' undisturbed buffer between existing residences.

State Requirements for Rezoning:

The criteria to rezone property are cited in a number of Mississippi cases and are as follows:

"Before a zoning board reclassifies property from one zone to another, there must be proof either:

(1) that there was a mistake in the original zoning, or (2) (a) that the character of the neighborhood has changed to such an extent as to justify reclassification, and (b) that there was a public need for rezoning." (Burdine v. City of Greenville, 1999).

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

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

Change and Need:

In the application, the applicant provided the following justifications for the change in the character of the neighborhood and the public need.

The City of Oxford has experienced exponential population growth since the time the subject property was annexed into the city's certificated area and, specifically, since the adoption of the Vision 2037 plan. Oxford's growth over the past 8-10 years justifies a reevaluation of the zoning for the subject property.

The University of Mississippi has also experienced exponential growth over the same timeframe which is a driver of the increase in population of the city overall.

All indicators point to continued growth in Ole Miss student enrollment which will continue to create a public need for smartly planned mixed-use developments as proposed by this zoning map amendment for the subject property.

The booming overall city population increase, in addition to record student enrollment, has driven significant infrastructure improvements throughout the city with a major focus on connectivity to the eastern side of Oxford where the subject property is located.

Please Reference Exhibit A of this zoning application.

The city and county's long term transportation plan has led to significant changes in vehicular connectivity to the subject property including the imminent completion of the last section of George G "Pat" Patterson Parkway between M Trade Park and the Lafayette County industrial park. This recently completed roadway will be open to the public in the very near future.

The completion of this section of major roadway infrastructure will immediately change and improve the connectivity between the subject property, and the city as a whole, by creating a complete loop around the perimeter of the city limits consisting of:

1. MS Hwy 278 (Hwy 6) to the south.
2. George G "Pat" Patterson Pkwy to the west and north.
3. MS Hwy 7 to the east.

These changes in city/county infrastructure significantly improve access to the subject property.

In addition to the changes created by the completion of the transportation loop described above, other significant changes in vehicular connectivity have recently been completed or are underway that directly change connectivity to the east side of Oxford and, specifically the subject property, including:

1. **New Roundabout** at University Ave. and Buddy East Parkway
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Also, the construction for improvements to MS Hwy 7 South are imminent with a projected start date of late 2025. These improvements will include making the section of Hwy 7 between Oxford and MS Hwy 9 a 4-lane highway which is another significant change and improvement for the access to the subject property.

The new roadway infrastructure improvements described above are, by definition, a change in the area directly adjacent to, and directly affecting, the subject property.

The Oxford Commons Planned Unit Development (PUD) bounded by MS Hwy 30 to the north (directly adjacent to the subject property), MS Hwy 7 to the west and both sides of Sisk Avenue to the south has exploded with a mixture of single family homes, townhomes, apartments, and a wide ranging mixture of commercial, retail and entertainment uses over the **master-planned** 700 acre (+) mixed use development.

The growth at Oxford Commons PUD has been a trigger for many of the transportation connectivity changes described above. And as the availability of undeveloped land within Oxford Commons PUD decreases by the day, there is a public need at the subject property for more opportunity to provide mixed use development like the Oxford Commons PUD.

The zoning map amendment as proposed, see Exhibits A, B and C of this application, will provide a healthy mix of commercial multi-family, townhomes and single-family uses which will help satisfy the public need for well-planned, mixed-use communities that are integrated into the surrounding neighborhoods.

Please note that this zoning map amendment proposes low density single family residential (SR) zoning adjacent to the existing single-family homes along Charger Lane to the east.

The proposed zoning changes will also create two undisturbed conservation zones with a total width of 150 feet, intended to provide a permanent buffer between the subject property and existing properties zoned for residential use.

Mistake:

There is no mistake in this instance.

Additional Staff Comments:

The applicant points out that there have been changes in the character of the neighborhood partly attributed to infrastructure improvements with new roundabouts, signalized intersections, newly constructed roadways and the expansion of Highway 7 being imminent. Staff does understand the applicant's logic in having the uses transition in intensity from SCO to SMF to NR to SR. The change will result in an increased density of this site with the introduction of the two SMF areas, and the expansion of the Neighborhood Residential. However, some of the SMF areas were areas designated as SCO, which allow for residential uses on upper floors. Staff believes that the designated Conservation Areas will provide some protections for the adjacent property owners.

Recommendation: The Commission will have to determine if the proposal is a desirable change. Staff believes that there is sufficient evidence of change and need to support the rezoning of this property as requested.

Geotechnical Engineering
Hydraulic Engineering
Civil Engineering
Surveying

1776 North Lamar Boulevard
Oxford, MS 38655
oxford@pecorpms.com



Land Planning/Subdivisions
Road and Bridge Design
Utility System Design
Materials Testing

Phone 662-234-8539
Fax 662-234-8639
www.pecorpms.com

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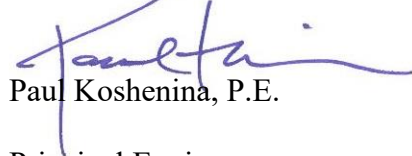
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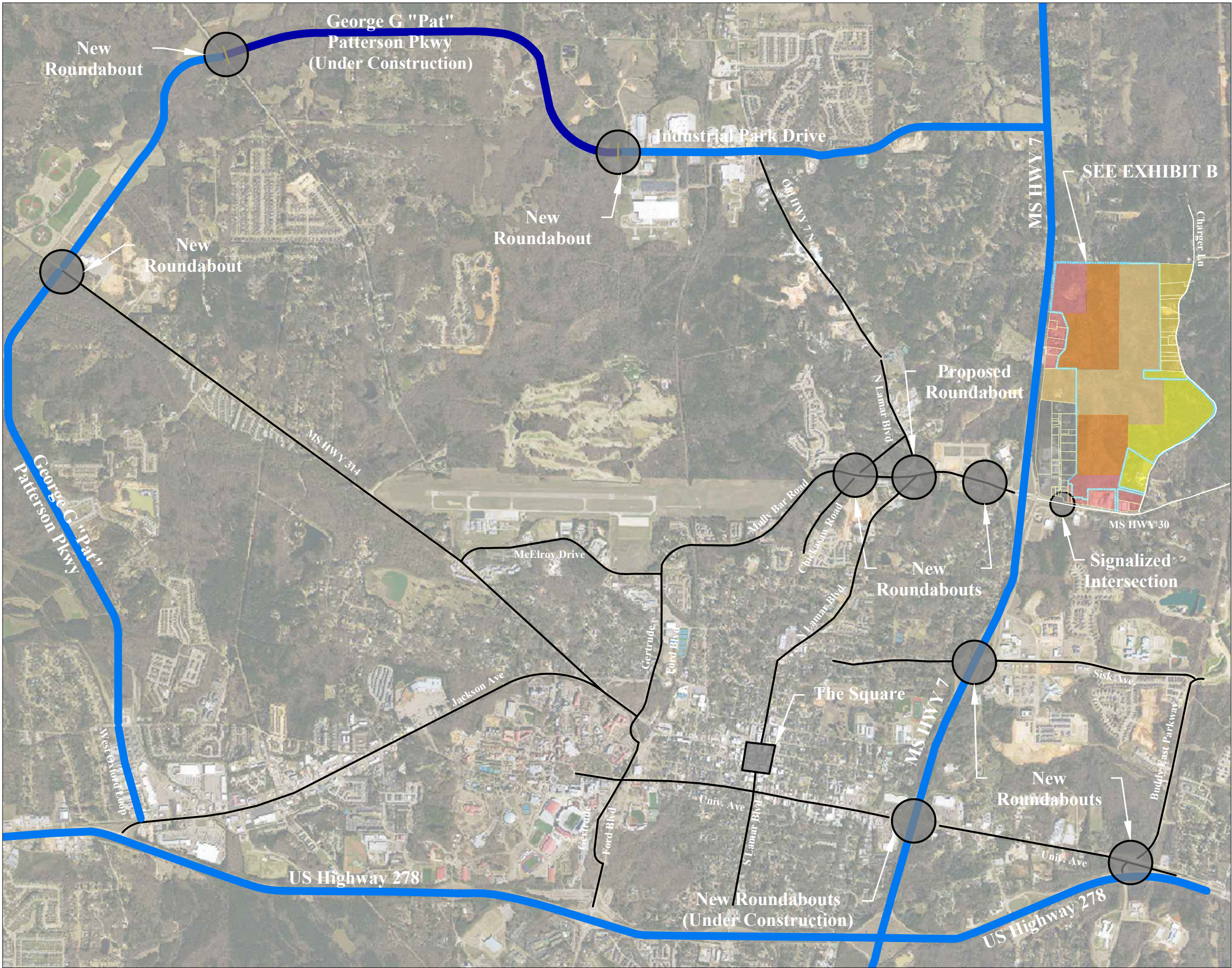
Sincerely,



Paul Koshenina, P.E.

Principal Engineer
Director of Civil Engineering
Precision Engineering Corporation

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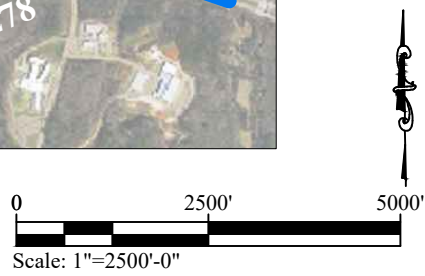
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NO.	DATE	DESCRIPTION	BY

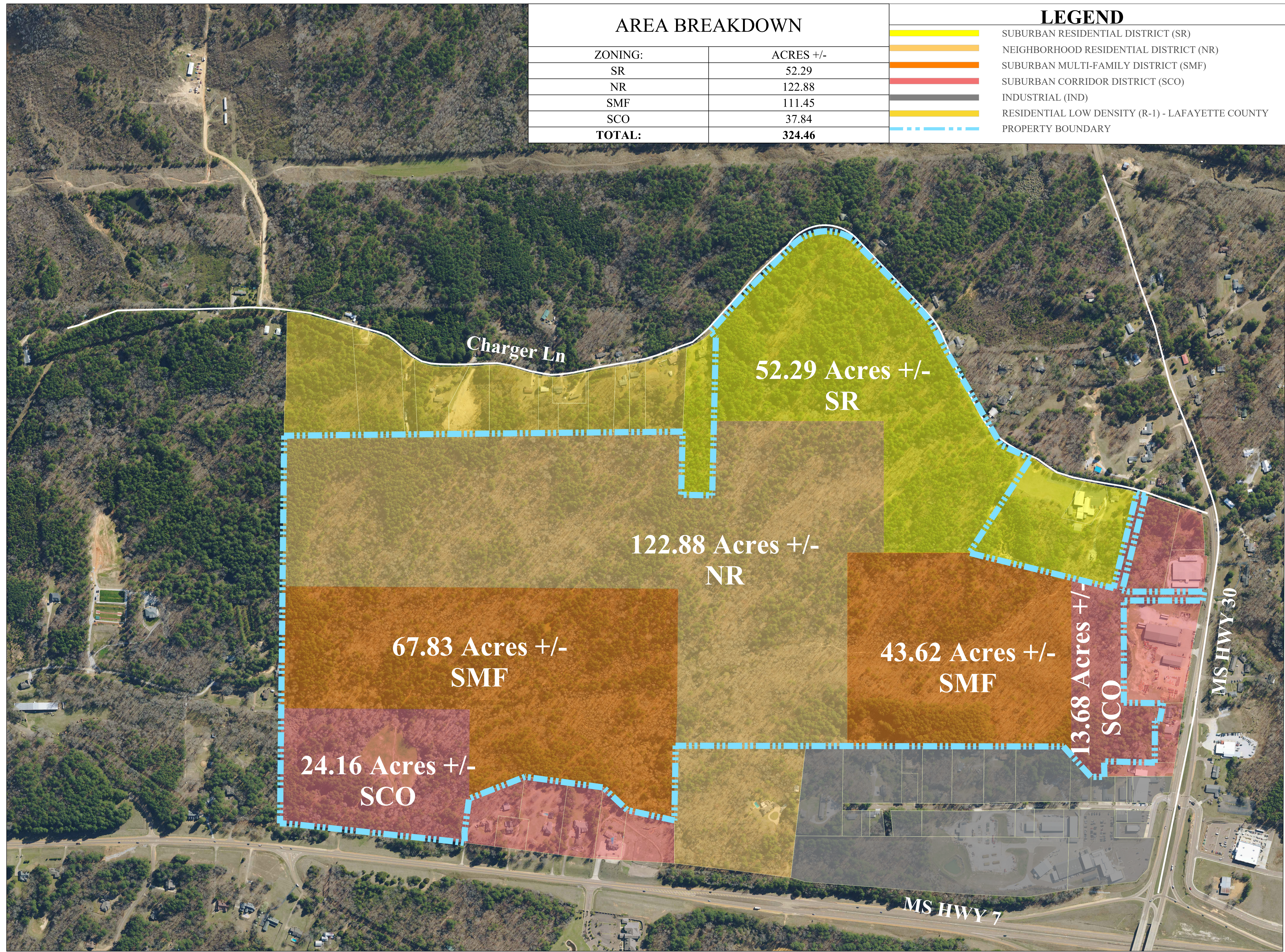
EXHIBIT A
FOR
BLACKBURN HOLDINGS, LLC
OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY:	CMC	06.13.2025
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PROJECT NO.:	7155	

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AREA BREAKDOWN	
ZONING:	ACRES +/-
SR	52.29
NR	122.88
SMF	111.45
SCO	37.84
TOTAL:	324.46

LEGEND	
	SUBURBAN RESIDENTIAL DISTRICT (SR)
	NEIGHBORHOOD RESIDENTIAL DISTRICT (NR)
	SUBURBAN MULTI-FAMILY DISTRICT (SMF)
	SUBURBAN CORRIDOR DISTRICT (SCO)
	INDUSTRIAL (IND)
	RESIDENTIAL LOW DENSITY (R-1) - LAFAYETTE COUNTY
	PROPERTY BOUNDARY



PHONE: (662) 234-8539

EMAIL: OXFORD@PECORPMS.COM

WEB SITE: PECORPMS.COM

FA (662) 234-86

REVISIONS:

NO.	DATE	DESCRIPTION	BY

EXHIBIT B
PROPOSED ZONING
FOR
BLACKBURN HOLDINGS, LLC
OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY:	CMC		06.13.2025
CHECKED BY:	PK		AS NOTED
PROJECT NO.:	7155		

ALL ENGINEERING
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DISSEMINATION MAY NOT
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ENGINEER. ALL COMMON
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AND OTHERWISE ARE
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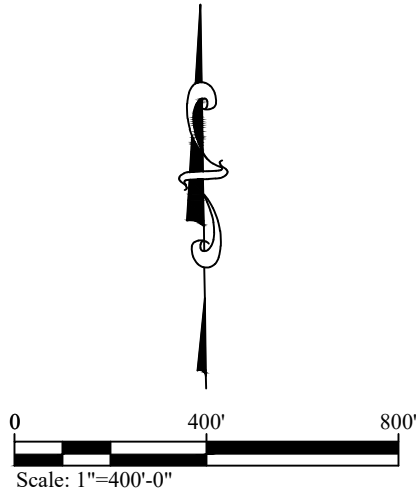
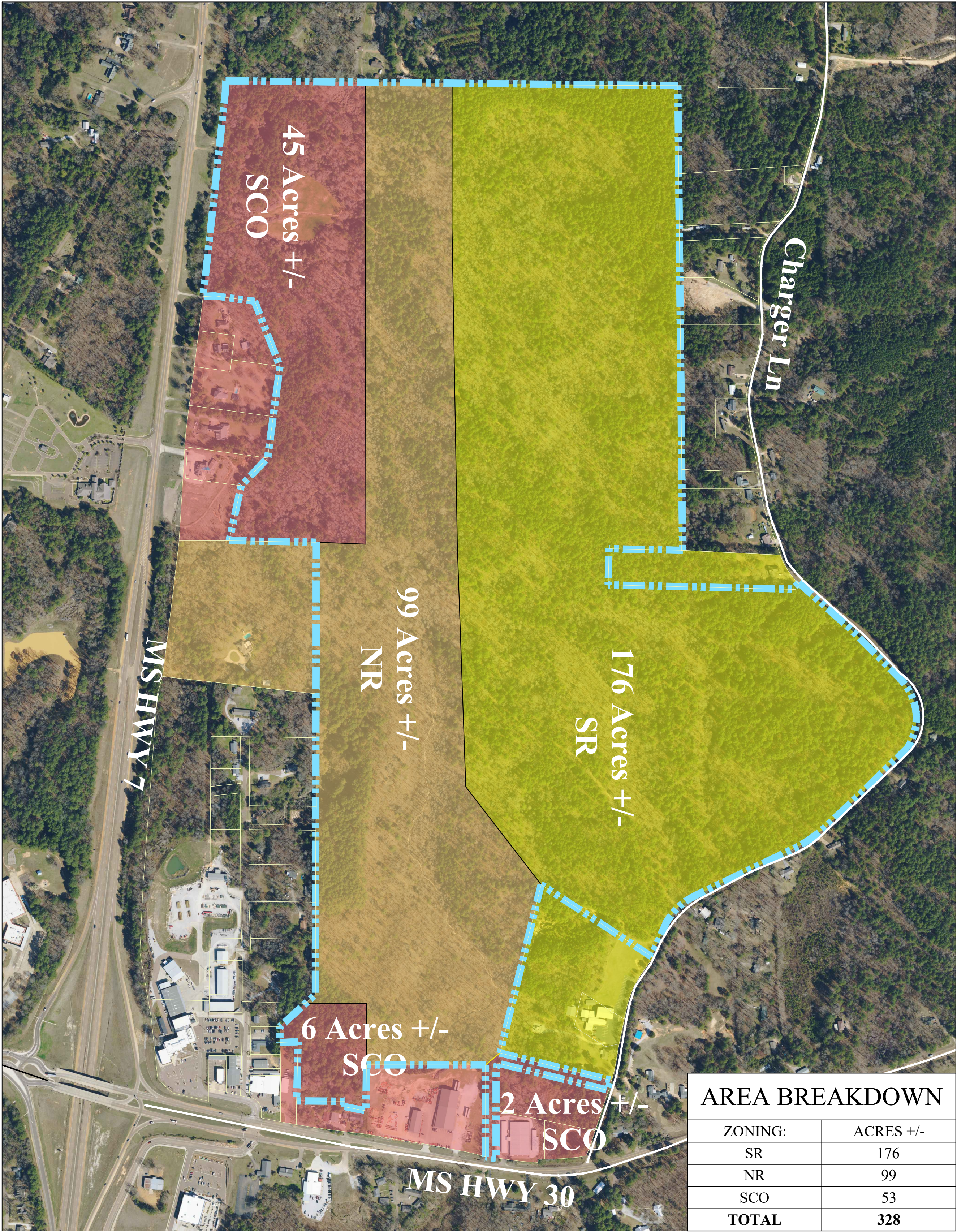
Z:\Shared Documents\DATA\project\7155 - IDLEWILD (R) Allen Stock-Adams Property\01\CAD\Sheet\MAPS.dwg SAVE:6/13/2025 3:34 PM PLOT:6/13/2025 3:37 PM

1

REZONING MAP

SCALE: 1" = 400'-0"

LEGEND	
	SUBURBAN RESIDENTIAL DISTRICT (SR)
	NEIGHBORHOOD RESIDENTIAL DISTRICT (NR)
	SUBURBAN MULTI-FAMILY DISTRICT (SMF)
	SUBURBAN CORRIDOR DISTRICT (SCO)
	INDUSTRIAL (IND)
	RESIDENTIAL LOW DENSITY (R-1) - LAFAYETTE COUNTY
	PROPERTY BOUNDARY



EMAIL: OXFORD@PECORPMS.COM FAX: OXFORD@PECORPMS.COM
PHONE: (662) 234-8539 WEB SITE: PECORPMS.COM (662) 234-8639

REVISIONS:

NO.	DATE	DESCRIPTION	BY

EXHIBIT C
PROPOSED ZONING
FOR
BLACKBURN HOLDINGS, LLC
OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY:	CMC		06.13.2025
CHECKED BY:	PK		AS NOTED
PROJECT NO.:	7155		

ALL ENGINEERING
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AND OTHERWISE ARE
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RESERVED.

PAGE NO.:
EXHIBIT
C

Z:\Shared\Documents\DATA\project\7155 - IDLEWILD (R/L Allen Stock-Adams Property)\CIVIL\CAD\Sheet_Maps.dwg SAVE:6/13/2025 3:34 PM PLOT:6/13/2025 3:38 PM



AREA BREAKDOWN	
ZONING:	ACRES +/-
CONSERVATIVE ZONE ONE	15.00
CONSERVATIVE ZONE TWO	3.97
TOTAL:	18.97



EMAIL: OXFORD@PECORPMS.COM FAX: (662) 234-8539
PHONE: (662) 234-8539 WEB SITE: PECORPMS.COM

REVISIONS:			
NO.	DATE	DESCRIPTION	BY

EXHIBIT D
PROPOSED ZONING
FOR
BLACKBURN HOLDINGS, LLC
OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY:	CMC	06.13.2025
CHECKED BY:	PK	AS NOTED
PROJECT NO.:	7155	

ALL ENGINEERING DRAWINGS ARE IN CONFIDENCE AND DISSEMINATION MAY NOT BE MADE WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER. ALL COMMON LAW RIGHTS OF COPYRIGHT AND OTHERWISE ARE HEREBY SPECIFICALLY RESERVED.

PAGE NO.:
EXHIBIT D

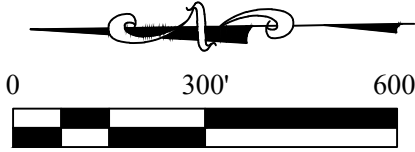


Exhibit A FROM DEED 2016/9526

LEGAL DESCRIPTION

TOWNSHIP 8 SOUTH, RANGE 3 WEST,
SECTIONS 10 and 11:

A fraction of the Southeast Quarter of Section 10 and a fraction of the southwest Quarter of Section 11, Township 8 South, Range 3 West, Lafayette County, Mississippi, said fractions lying East of New Highway #7 containing 158.06 acres, more or less, and being described in more detail as follows:

The point of beginning of this description is a 1/2" iron rod at the intersection of the East right of way line of said Highway 7 and the North line of the Southeast Quarter of said Section 10. From this point of beginning, run thence South 89° 43' 15" East, leaving said right of way, a distance of 2606.70 feet along the North line of said Southeast Quarter of section 10 and the Southwest Quarter of Section 11 to an existing iron pipe; thence South 00° 55' 10" East, along the East line of the West 110 acres of the Southwest Quarter of Section 11, a distance of 2668.00 feet to an existing iron pipe on the South line of said Section 11; thence North 89° 23' 56" West a distance of 1815.00 feet along said south line of said Section 11 to a 1/2 inch iron rod at the Southwest corner of said Section 11 and the Southeast corner of said Section 10; thence North 89° 18' 17" West, along the South line of said section 10 a distance of 799.73 feet to a 1/2" iron rod; thence North 12° 00' 45" East a distance of 324.11 feet to a 1/2" iron rod; thence North 43° 07' 36" East a distance of 221.39 feet to a 1/2" iron rod; thence North 82° 38' 00" West a distance of 490.56 feet to a 1/2" iron rod on the East right of way line of said Highway 7; thence North 03° 48' 18" East, along said right of way line, a distance of 70.00 feet to a concrete marker at Highway Station 1625+00; thence North 07° 22' 00" East, along said right of way line, a distance of 170.23 feet to a 1/2" iron rod; thence South 82° 38' 00" East, leaving said right of way line, a distance of 494.91 feet to a 1/2" iron rod; thence North 07° 22' 00" East a distance of 292.52 feet to a 1/2" iron rod; thence North 21° 39' 33" West a distance of 403.07 feet to a 1/2" iron rod; thence North 82° 38' 00" West a distance of 230.00 feet to a 1/2" iron rod; thence South 87° 42' 00" West a distance of 70.34 feet to a 1/2" iron rod on the East right of way of said Highway 7; thence North 07° 22' 00" East, along said right of way line, a distance of 97.18 feet to a concrete marker at Highway Station 1634+00; thence North 05° 48' 29" East, along said right or way line, a distance of 1092.86 feet to a concrete marker at Highway Station 1645+00; thence North 02° 00' 00" East, along said right of way line, a distance of 59.93 feet to the iron rod marking the point of beginning of this description.

All bearings are true bearings as determined by polaris observation with adjustments made for convergence from the East line of Range 3 West.

LESS AND EXCEPT:

A parcel of land located in the Southeast Quarter of Section 10, Township 8 South, Range 3 West, Lafayette County, Mississippi, containing 2.724 acres, more or less, and being described in more detail as follows:

Commencing at the Southeast corner of Section 10, Township 8 South, Range 3 West, thence North 89° 18' 17" West, along the South line of said Section 10, a distance of 799.73 feet to a 1/2" iron rod; thence North 12° 00' 45" East a distance of 324.11 feet to a 1/2" iron rod; thence North 43° 07' 36" East a distance of 221.39 feet to a 1/2" iron rod, and the point of beginning; thence North 82° 38' 00" West a distance of 490.56 feet to a 1/2" iron rod on the East right of way line of said Highway 7; thence North 03° 48' 18" East, along said right of way line, a distance of 70.00 feet to a concrete marker at Highway Station 1625+00; thence North 07° 22' 00" East, along said right of way line a distance of 170.23 feet to a 1/2" iron rod; thence South 82° 38' 00" East, leaving said right of way line, a distance of 494.91 feet to a 1/2" iron rod; thence South 7° 22' 01" West a distance of 240.10 feet to the point of beginning.

Exhibit A FROM DEED 2016/9527

LEGAL DESCRIPTION

A Fraction The Northeast Quarter, The Northwest Quarter, And The Southwest Quarter Of Section 14, Township 8 South, Range 3 West, Lafayette County, Mississippi, And Containing 143.89 Acres. This Description Being Described In More Detail As Follows:

Beginning At A Fence Corner Designated And Accepted As Being The Northwest Corner Of Section 14, Township 8 South, Range 3 West, Lafayette County, Mississippi, Said Fence Corner Being The POINT OF BEGINNING; Run Thence S 89° 02' 06" E A Distance Of 1361.39 Ft To A 1/2" Iron Pipe Found, Thence S 00° 55' 35" W A Distance Of 208.77 Ft To A 1/2" Iron Pipe Found, Thence S 89° 03' 10" E A Distance Of 1061.13 Ft To A 1/2" Iron Pipe Found, Thence N 48° 20' 47" E A Distance Of 52.94 Ft To A 1/2" Iron Pipe Found On The West R.O.W. Line Of Lafayette County Road No. 207, Thence S 48° 33' 36" E Along Said R.O.W. A Distance Of 391.58 Ft To A Point, Thence S 45° 18' 55" E Along Said R.O.W. A Distance Of 411.80 Ft To A Point, Thence With A Curve To The Right Along Said R.O.W. Having A Radius Of 352.85 Ft, An Arc Length Of 426.34 Ft, A Chord Bearing Of S 06° 21' 19" E, And A Chord Distance Of 400.88 Ft To A Point, Thence S 45° 12' 07" W Along Said R.O.W. A Distance Of 338.70 Ft To A Point, Thence S 46° 07' 16" W Along Said R.O.W. A Distance Of 301.40 Ft To A Point, Thence With A Curve To The Right Along Said R.O.W. Having A Radius Of 944.65 Ft, An Arc Length Of 267.56 Ft, A Chord Bearing Of S 55° 53' 21" W, And A Chord Distance Of 266.67 Ft To A Point, Thence S 64° 07' 56" W Along Said R.O.W. A Distance Of 597.09 Ft To A Point, Thence With A Curve To The Left Along Said R.O.W. Having A Radius Of 326.71 Ft, An Arc Length Of 231.04 Ft, A Chord Bearing Of S 47° 14' 40" W, And A Chord Distance 226.26 Ft To A Point, Thence S 23° 38' 03" W Along Said R.O.W. A Distance Of 218.61 Ft To A 1/2" Iron Pipe Found, Thence N 57° 13' 15" W Leaving Said R.O.W. A Distance Of 758.35 Ft To A 3/4" Steel Pipe Found, Thence S 13° 21' 29" W A Distance Of 999.60 Ft To A 3/4" Steel Pipe Found, Thence S 76° 38' 00" E A Distance Of 659.59 Ft To A 1/2" Iron Pipe Found On The West R.O.W. Line Of Lafayette County Road No. 207, Thence S 18° 47' 33" W Along Said R.O.W. A Distance Of 60.27 Ft To A 1/2" Iron Rod Set, Thence N 76° 38' 00" W A Distance Of 653.87 Ft To A 1/2" Iron Rod Set, Thence S 13° 22' 00" W A Distance Of 38.84 Ft To A 1/2" Iron Rod Set, Thence S 00° 23' 28" E A Distance Of 513.85 Ft To A 1/2" Iron Rod Set On The North R.O.W. Line Of Mississippi State Highway No. 30, Thence N 80° 12' 26" W Along Said R.O.W. A Distance Of 27.85 Ft To A Point, Thence N 79° 40' 10" W Along Said R.O.W. A Distance Of 33.17 Ft To A 1/2" Iron Rod Set, Thence N 00° 23' 28" W Leaving Said R.O.W. A Distance Of 530.34 Ft To A 1/2" Iron Rod Set, Thence S 89° 36' 32" W A Distance Of 687.02 Ft To A 1/2" Iron Rod Set, Thence N 00° 21' 39" E A Distance of 3008.40 Ft To A Fence Post at The POINT OF BEGINNING.

Exhibit A FROM DEED 2016/9528

LEGAL DESCRIPTION

A Fraction Of The Northeast & Southeast Quarters Of Section 15, Township 8 South, Range 3 West, Lafayette County, Mississippi, And Containing 24.677 Acres. This Description Being Described In More Detail As Follows:

Commencing At A Fence Corner Designated And Accepted As Being The Northeast Corner Of Section 15, Township 8 South, Range 3 West, Lafayette County, Mississippi, Said Fence Corner Being The POINT OF BEGINNING; Run Thence N 88° 56' 06" W A Distance Of 326.63 Ft To A 1" Iron Pipe Found At The Northeast Corner Of The Chandler Property DB-387, P-298, Thence S 00° 07' 18" W A Distance Of 2607.92 Ft To A 1/2" Rebar Found, Thence S 47° 41' 18" W A Distance Of 276.49 Ft To A 1/2" Iron Pipe Found, Thence S 00° 14' 32" E A Distance Of 90.42 Ft To A 1/2" Iron Rod Set, Thence N 88° 05' 25" E A Distance Of 104.60 Ft To A 1/2" Iron Rod Set, Thence S 01° 18' 25" W A Distance Of 286.00 Ft To A 1/2" Iron Rod Set, Thence S 02° 35' 25" W A Distance Of 55.22 Ft To A 1/2" Iron Rod Set At The Northwest Corner Of The Miller Property DB-448, P-347, Thence S 89° 43' 27" E Along The North Line Of Said Miller Property A Distance Of 280.00 Ft To A 1/2" Iron Rod Set, Thence S 03° 42' 26" W Continuing Along Said North Line Of Miller Property A Distance Of 31.00 Ft To A 1/2" Iron Rod Set, Thence S 78° 45' 43" E Continuing Along Said North Line Of The Miller Property A Distance Of 124.08 Ft To A 1/2" Rebar Found, Thence N 00° 43' 02" E Leaving Said North Line A Distance Of 3272.70 Ft To The POINT OF BEGINNING.

LESS AND EXCEPT:

A Fraction Of The Southeast Quarters Of Section 15, Township 8 South, Range 3 West, Lafayette County, Mississippi, And Containing 0.55 Acres. This Description Being Described In More Detail As Follows:

Commencing At A Fence Corner Designated And Accepted As Being The Northeast Corner Of Section 15, Township 8 South, Range 3 West, Lafayette County, Mississippi, Run Thence S 00° 43' 02" W A Distance Of 3169.21 Ft To A 1/2" Iron Rod Set At The POINT OF BEGINNING; Run Thence Due West A Distance Of 398.86 Ft To A 1/2" Iron Rod Set, Thence S 02° 35' 25" W A Distance Of 47.08 Ft To A 1/2" Iron Rod Set, Thence S 89° 43' 27" E A Distance Of 280.00 Ft To A 1/2" Iron Rod Set, Thence S 03° 42' 26" W A Distance Of 31.00 Ft To A 1/2" Iron Rod Set, Thence S 78° 45' 43" E A Distance Of 124.08 Ft To A 1/2" Rebar Found, Thence N 00° 43' 02" E Leaving Said North Line A Distance Of 103.50 Ft To The POINT OF BEGINNING.

Exhibit A FROM DEED 2016/9531

LEGAL DESCRIPTION

A Fraction Of The Southeast Quarter Of Section 15, Township 8 South, Range 3 West, Lafayette County, Mississippi, And Containing 0.55 Acres. This Description Being Described In More Detail As Follows:

Commencing At A Fence Corner Designated And Accepted As Being The Northeast Corner Of Section 15, Township 8 South, Range 3 West, Lafayette County, Mississippi, Run Thence S 00° 43' 02" W A Distance Of 3169.21 Ft To A 1/2" Iron Rod Set At The POINT OF BEGINNING; Run Thence Due West A Distance Of 398.86 Ft To A 1/2" Iron Rod Set, Thence S 02° 35' 25" W A Distance Of 47.08 Ft To A 1/2" Iron Rod Set, Thence S 89° 43' 27" E A Distance Of 280.00 Ft To A 1/2" Iron Rod Set, Thence S 03° 42' 26" W A Distance Of 31.00 Ft To A 1/2" Iron Rod Set, Thence S 78° 45' 43" E A Distance Of 124.08 Ft To A 1/2" Rebar Found, Thence N 00° 43' 02" E Leaving Said North Line A Distance Of 103.50 Ft To The POINT OF BEGINNING.



THE CITY OF
OXFORD

MEMORANDUM

To: Board of Aldermen
From: Mark Levy
CC: Hollis Green
Date: October 7, 2025
Re: Consider Change Order No.5 from JP Corp General Contractors and approval of the Certificate of Substantial Completion for the Development Services Building.

Staff is requesting approval of Change Order No. 5 (C05) and the certificate of substantial completion for the Development Services Building. C05, in the amount of \$5,895.63, is the final change order for the project, bringing the total construction contract to \$912,207.61. All punch list items have been completed and verified by the architect, and the building is now occupied and operating as intended.

Enclosure (2)

Change Order No. 5 from JP Corp General Contractors
Certificate of Substantial Completion G704



October 03, 2025

Mayor Robyn Tannehill
City of Oxford
107 Courthouse Square
Oxford, MS 38655

RE: Change Order 05
Oxford Old Police Department Renovations
Oxford, Mississippi

Dear Mayor Tannehill:

Please find attached Change Order 05 from J.P. Corp for your review and approval. Change Order 05 includes an increase to Contract in the amount of \$5,895.63 for multiple items. Substantial Completion Date remains July 28, 2025.

Feel free to contact me should you have any questions.

Regards,

A handwritten signature in blue ink, appearing to read "K. Shettles", followed by a period.

Kurt Shettles, AIA
President & CEO / Architect

KS:br

c: Mark Levy, City of Oxford
24038.550

**AIA**[®]**Document G701[®] – 2017****Change Order**

PROJECT: *(Name and address)*
 Old Oxford Police Department
 Renovations
 Oxford, MS 38655

OWNER: *(Name and address)*
 City of Oxford

107 Courthouse Square
 Oxford, MS 38655

CONTRACT INFORMATION:
 Contract For: General Construction
 Date: 02-19-2025

ARCHITECT: *(Name and address)*
 McCarty Architects Professional
 Association
 533 West Main Street
 Tupelo, MS 38804

CHANGE ORDER INFORMATION:
 Change Order Number: 005
 Date: 10-01-2025

CONTRACTOR: *(Name and address)*
 J.P. Corp General Contractors

P.O. Box 115
 Oxford, MS 38655

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

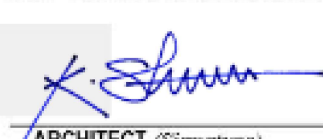
COR 11 - Epoxy credit, ADA repainting, shower room. \$2,996.60 3 Days
 COR 16 - Provide credit for removal of fire extinguishers and cabinets. (\$1,305.00)
 COR 18 - Cut glass into Conference Room 140. \$698.50
 COR 19 - Add wall tile at front ADA toilet. \$1,029.33 1 Days
 COR 22 - Added fire alarm and data. \$4,412.76 3 Days
 COR 23 - Replace existing receptacles to change from cream to white. \$9,267.50 7 Days
 Birch vs. Poplar not installed per specifications. (\$5,499.06)
 MC Cable Credit (\$100.00)
 Reconciliation of Allowance #3- Exterior Signage. (\$5,220.00)
 Allowance = \$10,000.00/ Costs = \$4,780.00
 Reconciliation of Allowance #4- Interior Signage. (\$385.00)
 Allowance = \$6,000.00/ Costs = \$5,615.00

The original Contract Sum was	\$	774451.00
The net change by previously authorized Change Orders	\$	131,860.98
The Contract Sum prior to this Change Order was	\$	906,311.98
The Contract Sum will be increased by this Change Order in the amount of	\$	5,895.63
The new Contract Sum including this Change Order will be	\$	912,207.61

The Contract Time will be increased by Fourteen (14) days.
 The new date of Substantial Completion will be 07-28-2025

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.


ARCHITECT *(Signature)*
 BY: Kurt Shettles, President & CEO /
 Architect
*(Printed name, title, and license
 number if required)*
 10/01/2025
Date


CONTRACTOR *(Signature)*
 BY: Josh Parker, Owner
(Printed name and title)
 10/03/2025
Date


OWNER *(Signature)*
 BY: Mayor Robyn Tannehill
(Printed name and title)
Date



CHANGE ORDER REQUEST

CONTRACTOR:

J.P. Corp General Contractors
2411 S Lamar Blvd, Suite C
Oxford, MS 38655

COR # 11

DATE 7/11/2025

PROJECT:

OLD OXFORD POLICE DEPARTMENT RENO

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT
		Epoxy credit, shower rooms, and PT4/PT5/PT7, ADA repainting		
1	LS	Oliphant - extra trip charge to remove the sanitary napkin dispenser	\$ 150.00	\$ 150.00
1	LS	Acoustics - Credit to not paint the epoxy on walls and floors in shower rooms	\$ (4,885.92)	\$ (4,885.92)
1	LS	Acoustics - Paint over PT4 and Replace with PT5 throughout building	\$ 950.74	\$ 950.74
1	LS	Acoustics - Replacing rusted Ceiling grid in Men's and Women's restrooms and shower rooms	\$ 2,319.07	\$ 2,319.07
1	LS	Acoustics - repainting ADA bathroom PT5	\$ 534.53	\$ 534.53
1	LS	Acoustics - removing and replacing all toilet partitions in shower rooms. Removing existing toilet accessories, paper towel dispensers, soap dispensers, etc	\$ 2,825.76	\$ 2,825.76
1	LS	Oxford Glass - replace 3 mirrors in shower rooms	\$ 830.00	\$ 830.00
1	LS	Acoustics - paint room 171 - PT7 per owner's request		

WE AGREE hereby to make the change(s) specified above at this price \$ 2,724.18

G.C. Overhead and Profit at 10% \$ 272.42

Taxes

Total Change Order Request \$ 2,996.60

Original Contract Amount \$ 774,451.00

Revised Contract Total \$ 777,447.60

Kelly Carpenter, PM

7/11/2025

Your Name, Title

Date

Accepted - The above prices and specifications of this change order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature

Date of Acceptance



AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*
Old Oxford Police Department
Renovations
Oxford, MS 38655

CONTRACT INFORMATION:
Contract For:
General Construction
Date:
02-19-2025

CERTIFICATE INFORMATION:
Certificate Number:
1
Date:
07-28-2025

OWNER: *(name and address)*
City of Oxford

107 Courthouse Square
Oxford, MS 38655

ARCHITECT: *(name and address)*
McCarty Architects Professional
Association
533 West Main
Tupelo, MS 38804

CONTRACTOR: *(name and address)*
J.P. Corp General Contractors

P.O. Box 115
Oxford, MS 38655

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate. *(Identify the Work, or portion thereof, that is substantially complete.)*

Entire scope of work described by the contract documents, excluding the punchlist described below.



ARCHITECT *(Signature)*

BY: Kurt Shettles, AIA, President &
CEO/Architect

(Printed name, title, and license number if required)

07-28-2025

Date Of Substantial Completion

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)

The attached Punchlist, dated July 14, 2025, identifies remaining work to be completed or corrected.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within Thirty(30) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$2,500.00

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:



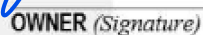
CONTRACTOR *(Signature)*

BY: Josh Parker, Owner

(Printed name and title)

10/03/2025

Date



OWNER *(Signature)*

BY: Mayor Robyn Tannehill

(Printed name and title)

Date



Oxford City Council
Old OPD

PUNCH LIST

PROJECT NO: 24038

7/14/2025

PRESENT: Owner - Mark Levy
 McCarty Architects – Aaron Lancaster, Justin Crane
 Engineer – CLA – Jon Benjamin
 Contractor – JP Corp – Kelly carpenter, Dodd jones, Certy Aldisan, Mark Bradley

GENERAL NOTES:

- ☐ Clean all Flooring.
- ☐ Ensure all walls are clean and dust free.
- ☐ Ensure all lights are clean and free of dust.
- ☐ Ensure all ceiling tiles are properly seated.
- ☐ Ensure all ceiling tiles are properly fitted.
- ☐ All ceiling tiles should be full 2'x4' size where possible (prefer no 2'x2' tile).
- ☐ Ensure all Lights are seated in the grid work.
- ☐ Remove duct tape from receptacle covers.
- ☐ All white cover plates should be painted to the corresponding wall collar.
- ☐ Ensure all cove base is adhered and seated to the walls.
- ☐ Floor door stops needed throughout. (Drawing G001 A13 Door General Note #5)
- ☐ Fire extinguishers need recertification.
- ☐ TAB is outstanding.
- ☐ CLA will punch.

EXTERIOR:

- ☐ Missing lights that were removed during demo without approval.

ANNEX EXTERIOR:

ROOM # 097 FAMILY RR

- ☐ HVAC is missing from the ADA TLT. located in the lobby.
- ☐ Temporary sink installed permeant to be installed in ADA TLT.
- ☐ Wall light to be installed in ADA TLT.

ROOM # 098 VESTIBULE

- ☐ Adjust opener at front door.
- ☐ Weather stripping at front door.
- ☐ Tie the fire alarm into the front door mag lock to disengage when activated. Per comments on the submittal made by William Stewart, item 11 "All federal, state, and local standards, codes, and ordinances shall be met. Per code Mag locks are to disengage when the fire alarm is activated. By this comment this should have been included in the original scope.

ROOM # 099 ADMIN CLOSET

- ☐ Missing Data Drop

ROOM # 100 Lobby

- ☐ Adjust drawer slides at reception desk so they properly operate. Currently some are difficult to operate.

001 CORRIDOR

- ☐ Remove 2' T, and replace 2'x2' ceiling tile with a 2'x4' ceiling tile.
- ☐ 4' ceiling grid T is bent.
- ☐ Seat light in ceiling grid

ROOM # 101 ALLISON FERRIS

- ☐ Tape on door handle.
- ☐ Duct tape on receptacles.

ROOM # 102 COPY

- ☐ The door closer damaged the wall. Remove the old door closer, patch and paint to match.
- ☐ Touch up paint on walls.

002 CORRIDOR

- ☐ Duct tape on receptacle.

ROOM # 110 KEVIN VANLANDINGHAM

- ☐ Tape on door handle

ROOM #: 111 RUSS HEARD

ROOM # 112 LESLIE RAKESTRAW GIS

- ☐ Clean grid around lights.
- ☐ Touch up paint.

ROOM # 113 JOHN CRAWLEY

- ☐ Remove old HVAC controls from wall.
- ☐ Make receptacle look nice.
- ☐ Seat lights in ceiling grid.
- ☐ Touch up paint.

ROOM # 114 #2

ROOM # 115 STEVE BRUNTON

- ☐ Touch up paint.

ROOM # 116 #3

ROOM # 117 STORAGE

003 CORRIDOR

- ☐ Paint around t-stat and on wire mold to match wall.

ROOM # 127 CONFERENCE

- ☐ Remove paint from cove base or replace.
- ☐ Clean carpet.

ROOM # 104 DATA

- ☐ Touch up paint around door.

ROOM # 120 NEW HIRE

- ☐ Remove tape from ceiling grid.
- ☐ Touch up walls and paint.
- ☐ Fix receptacles.

ROOM # 123 BREAK

Room # 124 FILES

ROOM # 125 MICHAEL BROWN

- ☐ Touch up paint.

ROOM # 126 GARRETT BLACK

- ☐ Touch up paint
- ☐ Remove old phone jack and install new cover.

ROOM # 122 SCOTT ALLEN

- ☐ Remove tape from door handle.
- ☐ Remove old data jack and replace with new.
- ☐ Clean Carpet.

ROOM # 130,131,170,171,172, & 160

CORRIDOR # 004

- ☐ Repair hole in wall from old fire alarm equipment.

CORRIDOR # 005

CORRIDOR # 006

- ☐ Door was removed: remove frame, finish and paint.
- ☐ Touch up paint.
- ☐ Missing Data Drop

ROOM # 140 CONFERENCE

- ☐ Receptacle not flush with wall.
- ☐ Edge of door not painted.
- ☐ Door to get glass installed.

ROOM # 141 BEN REQUET

VESTIBULE # 132

- ☐ Light missing.

ROOM # 137 ANGIE GRAFTON

- ☐ Seat light fixture.

ROOM # 136 ROBERT BAXTER

- ☐ Light missing.
- ☐ No door strike.

ROOM # 135 KATE KENWRIGHT

- ☐ Light missing.
- ☐ No door strike.

ROOM # 133 JACKY COLAMETA

- ☐ Seat lights in ceiling grid.
- ☐ No door strike.
- ☐ Cover plates including replacing old phone jack.

ROOM # 134 CLOS

- ☐ Carpet doesn't reach the wall.
- ☐ Cove base missing on one wall.

ROOM # 103 VEST

- ☐ Touch up around door opening.
- ☐ Carpet missing @ old floor drain.
- ☐ Cove base missing.
- ☐ Light switch does not control anything.

c: All Participants
Owner
24038.900

MEMORANDUM

To: Board of Aldermen

From: Johnathan Mizell, CBO

CC: Hollis Green, Mark Levy

Date: October 7, 2025

Re: Consider Change Order #3 from Century Construction to upgrade electrical panel box.

As part of the City Hall Renovation project, the original electrical scope included the replacement of one electrical panel in the basement and two panels on the main floor. However, during installation and subsequent inspection, a fourth panel located on the third floor was evaluated and found to be inadequate and in need of replacement.

Change Order #3 provides for the necessary upgrade of this additional panel, ensuring all electrical panel boxes throughout City Hall meet current safety and performance standards.

Staff recommends approval of Change Order #3, resulting in a contract increase of \$5,580.22.

Enclosures

Change Order #3
Century Construction Supporting Information



CENTURY
construction

DATE: October 7, 2025
TO: Howorth & Associates; City of Oxford
RE: Oxford City Call Renovations
SECTION: Lower level hallway plaster repairs, painting, and cable tray to expose ceiling
COR: # 5

We Propose To Complete the Following In Addition To The Original Contract:

All labor, material, equipment, tools, and accessories to perform the following work:

- 1) Demo and replace existing panel : \$4,036.50
- 2) Supervision (1 day) : \$350.00
- 3) Temp Protection & clean up : \$ \$250.00
- 4) Trade Markup : \$ \$403.65
- 5) MPC tax & Insurance : \$ \$256.69
- 6)Project Management / General Conditions: \$283.38

(1) Calendar day is to be added to the contract duration.

Change order specifically excludes: any saw cutting of masonry (cannot confirm wall type until current panel board is removed). If wall is found to be a masonry wall (\$650.00) should be added to the requested amount.

Total Price: \$ 5,580.22

NOTES:

Price does not include additional parts or services that have not been listed above.
This quote expires 30 days from the above date.

Accepted

Date

705 Robert E. Lee Drive
Phone (662) 844-3331

Tupelo, Mississippi 38802
www.centurycg.com



6676 Reese Rd
Memphis TN

Proposal for:
Oxford City Hall
107 Courthouse Square
Oxford, MS 38655

Following proposal is to replace existing sub panel that was found during shutdown that was not scheduled to be replaced.

Phelps Electric Proposes to include:

- Demo existing panel upstairs
- Purchase and install new panel and breakers
- Work done on the weekend to not disturb operations of City Hall
- Tax
- Permit

EXCLUDE: utility fees, concrete cutting

Total: \$4,036.50

Greatly appreciate the opportunity. Feel free to reach out with any questions or concerns

Best,
Jeff Bush
Phelps Electric
Lic- TN E-52260
jbush@phelpselectric.net
O- 901-380-8021
C- 901-721-3567



THE CITY OF
OXFORD

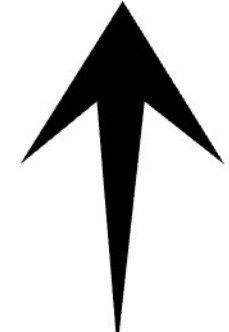
PROPOSED ANNEXATION AREA

Edmister Property

City Limits

Streets

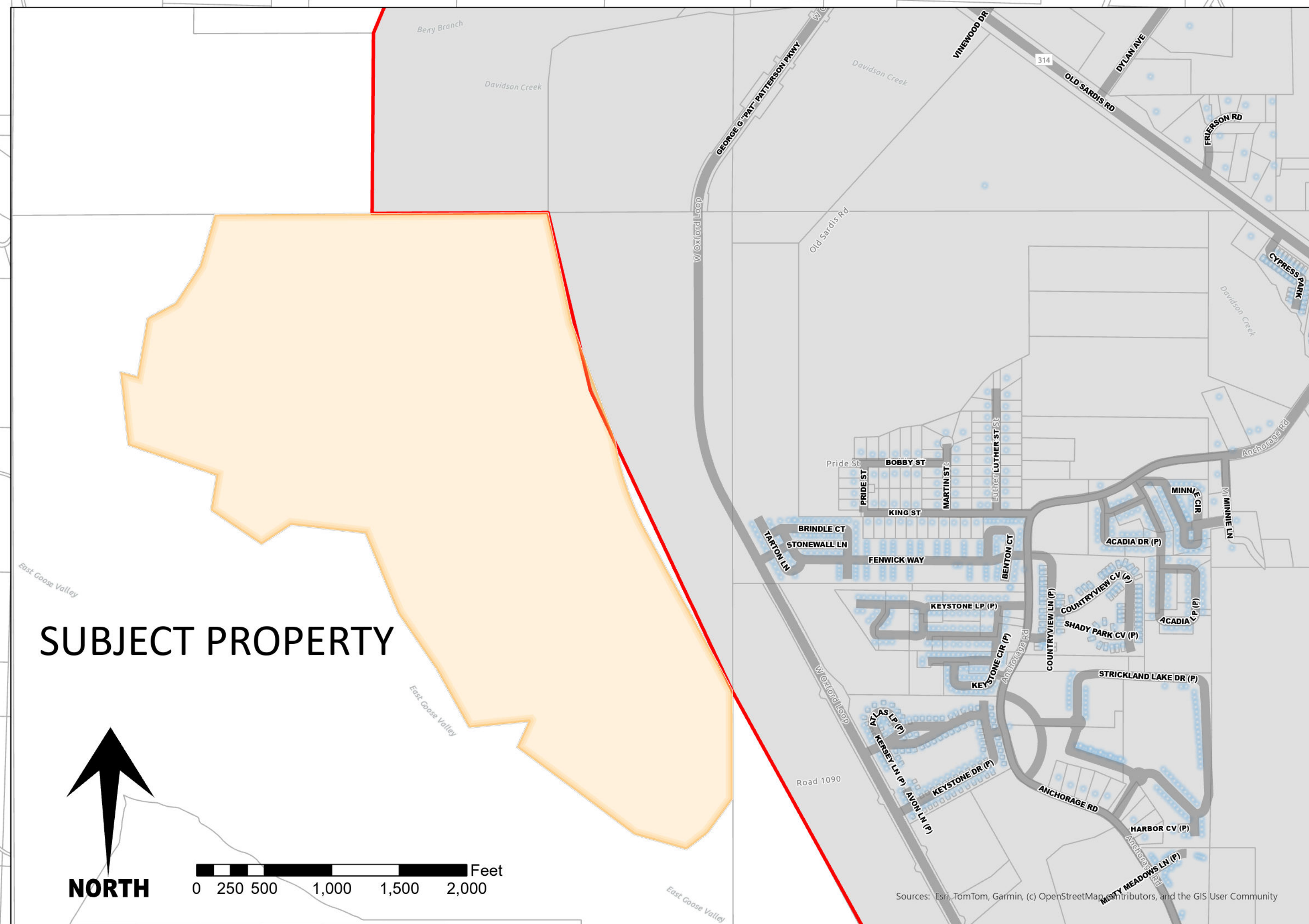
Parcels



NORTH

0 0.25 0.5 1 1.5 2 Miles

PRINTED 10-2-25 LR





MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

CC: Hollis Green, COO

Date: October 7, 2025

Re: Request Permission to the Execute Contract with M&N Excavators,
Fillmore Avenue, South 11th Street, and Lincoln Avenue Drainage
Improvements Project

Engineering requests permission to have the mayor execute contracts for the above-captioned project. The contract amount is **\$300,998.62**.



MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

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

Date: October 7, 2025

Re: Request Permission to Execute Contracts,
Water Plant Demolition - Punkin Water System

Engineering requests permission to have the mayor execute contracts for the above-captioned project.

The contractor is Cleveland Construction, and the contract amount is **\$129,500.00**.



MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

CC: Hollis Green, COO /

Date: October 7, 2025

Re: Request Permission to Release Subdivision Bond,
Isom Hill Subdivision

Engineering requests permission to release **Subdivision Bond #11515321**, in the amount of **\$25,575.00**, for the above-captioned development.

All work has been completed and inspected by the Engineering Department.

Please see attached.

Isom Hill

Approved by BOT 9-19-17

SUBDIVISION BOND

Bond No. 1151531

KNOW ALL MEN BY THESE PRESENTS, that we Quattro Holdings, LLC

2094 Old Taylor Road, Suite 200, Oxford, MS 38655

as Principal, and Lexon Insurance Company, 10002 Shelbyville Road, Suite 100, Louisville, KY 40223

authorized to do business in the State of MS, as Surety, are held and firmly bound unto the
City of Oxford, MS

as Oblige, in the penal sum of Twenty Five Thousand Five Hundred Seventy Five and No/100
(\$ 25,575.00) DOLLARS, lawful money of

the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Quattro Holdings, LLC

has agreed to construct in the City of Oxford, MS

the following improvements: Isom Hill Subdivision - Asphalt

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described and shall save the Oblige harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed, sealed and dated this 17th day of October, 2017

Quattro Holdings, LLC

Principal

By: 

Lexon Insurance Company

Surety

By: 

Leigh McCarthy, Attorney-in-Fact

POWER OF ATTORNEY

LX- 312051

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Meredith, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Rebecca M. Reid, Leigh McCarthy, Michael Dix its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$5,000,000.00, Five Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.



LEXON INSURANCE COMPANY

BY

David E. Campbell
David E. Campbell
President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 07-08-19

BY

Amy Taylor
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 17th Day of Oct., 20 17.



BY

Andrew Smith
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

Isom Hill Subdivision
Final Asphalt bond amount

16-Aug-17

PAY	DESCRIPTION	Quantity	Units	Unit Price	Total
ROADWAY ITEMS					
R-6	Hot Mix Asphalt, ST, 9.5 MM (1.5") Surface	155.00	Ton	110.00	17,050.00
	150% of the cost of the remaining asphalt				8,525.00
Bond Total					\$25,575.00

Isom Hill
~~Isom Hill~~ ~~Isom Hill~~ ~~Isom Hill~~

WARRANTY BOND

BOND NO. 1151532

KNOW ALL BY THESE PRESENTS, That we, Quattro Holdings, LLC, as Principal, and Lexon Insurance Company, a corporation organized under the laws of the State of Texas and authorized to transact the business of surety in the State of Mississippi, as Surety, are held and firmly bound unto the City of Oxford, MS in the just and full sum of Twenty Five Thousand Seven Hundred Thirty Seven and No/100 (\$25,737.00) Dollars, for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed with our seals and dated this 17th day of October, 2017.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the above bounden Principal has requested the City of Oxford, MS to accept, for ownership and maintenance the following improvements, generally located at Isom Hill Subdivision;

1. Roadway/Grading
2. Water Distribution System
3. Storm Sewer

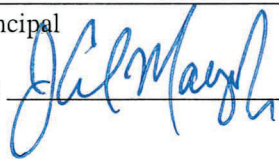
Installed or constructed by the Principal or its agents in accordance with plans and specifications approved by the City of Oxford, MS and the Principal has agreed to post a surety bond for the maintenance and guarantee of said improvements as required by the City of Oxford, MS pursuant to the terms of Ordinance No. 2008-11 and any amendments thereto and is required by the terms of said Ordinance to furnish a bond conditioned as in said Ordinance.

NOW, THEREFORE, the condition of this obligation is that if the Principal shall defray all expenses incurred by the City of Oxford, MS because of any defects in materials and/or workmanship used in the construction of the listed improvements in Isom Hill Subdivision, City of Oxford, MS aforesaid that becomes apparent within 1 year(s) from the completion of the work described above then this obligation shall become null and void, otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that the aggregate liability of the Surety on this bond shall be limited to the amount specified on the bond.

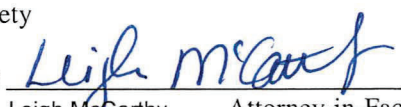
Quattro Holdings, LLC

Principal

By: 

Lexon Insurance Company

Surety

By: 

Leigh McCarthy, Attorney-in-Fact

POWER OF ATTORNEY

LX- 312052

Lexon Insurance Company

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LEXON INSURANCE COMPANY

BY

David E. Campbell
David E. Campbell
President

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AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 07-08-19

BY

Amy Taylor
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 17th Day of Oct., 20 17.



BY

Andrew Smith
Andrew Smith
Assistant Secretary

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Warranty bond total for "Isom Hill Subdivision"

16-Aug-17

PAY	DESCRIPTION	Quantity	Units	Unit Price	Total
ROADWAY ITEMS					
R-1	Mobilization	1.00	LS	\$5,000.00	\$5,000.00
R-2	Clearing & Grubbing (Roadway & Detention Pond)	2.00	AC	1,500.00	3,000.00
R-3	Unclassified Excavation (PM)	5,000.00	CY	3.00	15,000.00
R-4	3/4" Crushed Limestone	585.00	Ton	38.00	22,230.00
R-5	Hot Mix Asphalt, ST, 12.5 MM (2") Base	206.00	Ton	110.00	22,660.00
R-6	Hot Mix Asphalt, ST, 9.5 MM (1.5") Surface (transferred to Subdivision Bond)		Ton		0.00
R-7	Concrete Curb and Gutter	875.00	LF	16.00	14,000.00
R-8	Concrete Sidewalk	500.00	SY	25.00	12,500.00
R-9	Erosion Control**	1.00	LS	5,000.00	5,000.00
	Sub Total Roadway Items				\$99,390.00
DRAINAGE					
D-1	15" HDPE	235.00	LF	\$18.00	4,230.00
D-2	Curb Inlets	4.00	EA	2,800.00	11,200.00
D-3	Detention Pond	1.00	LS	10,000.00	10,000.00
D-4	150# Riprap w/ Filter Fabric	26.00	Ton	40.00	1,040.00
	Sub Total Drainage Items				\$26,470.00
WATER					
W-1	8" Ductile Iron Water Main, CI 350	405.00	LF	\$30.00	\$12,150.00
W-2	1" Copper Water Service (Type K)	250.00	LF	8.00	2,000.00
W-3	1" Water Service Assembly (Curb Stop, Corporation Stop)	6.00	EA	350.00	2,100.00
W-4	8" Gate Valve & Box	1.00	EA	1,200.00	1,200.00
W-5	Fire Hydrant Assembly including valve	2.00	EA	3,500.00	7,000.00
W-6	Water Meter Box	6.00	EA	75.00	450.00
W-7	Connect to Existing Water Main	1.00	EA	2,000.00	2,000.00
	Sub Total Water Items				\$26,900.00
SEWER					
S-1	8" SDR 26 Sewer Main (0' - 6' Depth)	380.00	LF	\$14.00	\$5,320.00
S-2	6" SDR 26 Sewer service	250.00	LF	10.00	2,500.00
S-3	6" Sewer Service Assembly	6.00	EA	250.00	1,500.00
S-4	Sewer Manhole (0'-6' depth)	3.00	EA	2,500.00	7,500.00
S-5	Tie Existing Sewer Main	1.00	LS	2,000.00	2,000.00
	Sub Total Sewer Items				\$18,820.00
		Project Total			\$171,580.00
Warranty Bond (15%) of project construction estimate		\$171,580.00 X 15%			\$25,737.00

J. CAL MAYO, JR.
cmayo@mayomallette.com
Direct: (662) 513-4897

November 1, 2017

Hand Delivered

Ms. Reanna Mayoral
City of Oxford Planning Commission
City Hall
Oxford, MS 38655

Re: Isom Hill Subdivision

Dear Reanna:

Enclosed with this letter please find the two original bonds (warranty and subdivision) for Isom Hill Subdivision. Please let me know if you need any additional information before filing the subdivision plat.

Very truly yours,

MAYO MALLETT PLLC



J. Cal Mayo, Jr.

JCM, Jr./ed

Enclosures

cc: Mr. Hugh Brown (via email w/ encl.)
Mrs. Caroline Mayo (via email w/ encl.)



MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

From: John Crawley, City Engineer

CC: Hollis Green, COO

Date: October 7, 2025

Re: Request Permission to Sign Task Order No. 2 for Neel-Schaffer, Inc., Preliminary Engineering Design of Upgrades to the Old Taylor Road / Chucky Mullins / Shiloh Intersection

Engineering requests permission for the mayor to execute **Task Order No. 2** with Neel-Schaffer, Inc. for the **preliminary planning and design of a traffic signal and associated improvements to Old Taylor Road at its intersection with Chucky Mullins and Shiloh**. The Task Order is estimated to cost **\$215,000.00**.

Please see attached.

September 29, 2025

John Crawley, P.E.
City Engineer/Oxford, MS

Email: john@oxfordms.net

**RE: TASK ORDER #2
OLD TAYLOR ROAD INTERSECTION IMPROVEMENTS & WIDENING FROM BELK BLVD. TO
CHUCKY MULLINS DR.**

Dear John:

Neel-Schaffer, Inc. (NSI) is pleased to offer engineering services to the City of Oxford, MS for the above referenced project. The Scope of Work attached will be performed in accordance with the General Engineering Service Agreement dated May 6, 2025.

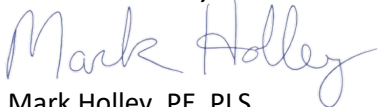
NSI proposes to perform these services on a lump sum basis:

Project Management	\$20,000
Field Survey	\$22,000
Geotechnical Investigation	\$8,500
Traffic Study	\$20,000
Traffic Signal Design	\$35,000
Traffic Signal Timings	\$5,000
Plan Preparation	\$85,000
Landscaping Plans	\$11,000
Contract Documents/Bidding	<u>\$8,500</u>
Total	\$215,000

If this task order is acceptable, please execute and return to us via email. We appreciate the opportunity to provide these services to you and look forward to working with you.

Sincerely,

NEEL-SCHAFFER, INC.



Mark Holley, PE, PLS
Engineer Manager

CC: David Bowman – NSI (by email)

Enclosed: Scope of Work

ACCEPTED: THE CITY OF OXFORD

BY: _____

Date: _____



engineers | planners | surveyors | environmental scientists | landscape architects

P: 601.948.3071

265 North Lamar Blvd., Suite B
Oxford, MS 38655

www.neel-schaffer.com



Scope of Work



OLD TAYLOR ROAD INTERSECTION IMPROVEMENTS & WIDENING FROM BELK BLVD. TO CHUCKY MULLINS DR.

Scope of Work

Field Survey

The CONSULTANT shall survey the project utilizing standard surveying practices as required for plan development, in accordance with the current MDOT Design Manual. The work shall be performed in accordance with the current MDOT Survey Manual, unless specifically accepted, and with any additional instructions or requests by the LPA, including the following:

Centerline Survey and Control

- A. Establish horizontal and vertical control, intermediate control, and centerline in accordance with the MDOT Survey Manual.
- B. Perform complete topographic survey along proposed centerline in accordance with the MDOT Survey Manual.
- C. The CONSULTANT will be required to establish the existing right-of-way lines of roadways within the project limits. Property lines shall be determined using, in the CONSULTANTS' opinion, their current vesting deed(s) for any one parcel or tract of land researched from courthouse records. A PRELIMINARY PROPERTY MAP shall be developed because of the CONSULTANT'S field and courthouse research. The preliminary property map shall be utilized as a reference only to the status of property lines and ownership. Furthermore, the preliminary property map should not be used to prepare documents for the conveyance of real property for any purpose.:
 - 1. A detailed and diligent search and collection of property corners, ROW markers, and property line evidence shall be conducted on all parcels in or connecting to the limits of the project.
 - 2. Existing highway ROW, local road ROW, railroad ROW, and utility ROW that fall within the topographic limits of the project shall be collected.
 - 3. Each land parcel boundary in or connecting to the limits of the projects shall be drawn and the boundary lines delineated as, from evidence or deed. Each individual parcel to be labeled with the following: owner name and tax parcel number. All General Land Office (GLO) lines intersecting the project labeled with appropriate Section, Township, and Range information. Lot and block or tract numbers of property and adjoining lots of Subdivisions.
 - 4. All corners and evidence found shall be shown. No ROW markers or property corners symbology shall be shown unless they are collected in the field.
 - 5. Any distances or bearings shown on this drawing shall be grid.
 - 6. North arrow.
- D. In the case of any discrepancy or ambiguity between the MDOT Survey Manual, the Mississippi Board's "Standards of Practice" or specifications listed with this CONTRACT the CONSULTANT



shall adhere to the most stringent requirement for the specific task in question, unless otherwise directed in writing by a representative of the MDOT authorized to make alterations to this CONTRACT;

- E. Mississippi One Call (and other agencies that do not participate in Mississippi One- Call shall be contacted to mark all underground utilities within the project limits. The markings shall be field surveyed and depicted on the final mapping.

Survey Data Submittal

The CONSULTANT shall submit electronic copies of the following information (This is in addition to the CADD files required to be submitted):

- A. An ASCII file containing the horizontal and vertical control point information established by the CONSULTANT.
- B. An ASCII file containing the field collected property point information. Naming of the file shall be firm's name_project number_property.txt. File format shall be printed by the CONSULTANT and the professional surveyor in charge of the project shall certify by signing and placing his or her seal on each page that the coordinate values of this file meets or exceeds requirements for land class "B", as required by Mississippi Board of Licensure for Professional Engineers and Land Surveyor's "Standards of Practice" for Land Surveying in the State of Mississippi. This file shall be scanned and submitted in a PDF format. Naming of the file shall be firm's name_project name_property certification.pdf.
- C. An ASCII file containing all topographic points collected for the project. Naming of the file shall be firm's name_project number_topo.pdf. File format shall be point number, northing, easting, elevation, pointcode, line code: point description.

Geotechnical Investigation:

Geotechnical work will include field work for collecting six five-foot auger borings from area where pavement will be widened, lab work to analyze the soil samples, recommendations for earthwork and providing pavement recommendations/design.



Traffic Study

The following outlines the tasks to be performed in support of a traffic study along Old Taylor Road. The study will focus on two intersections:

1. Old Taylor Road at Chucky Mullins Drive and
2. Old Taylor Road at Whirlpool Drive.

The objective is to evaluate existing traffic conditions, identify operational and/or geometric improvements, and provide recommendations for potential modifications.

Task 1 – Old Taylor Road at Chucky Mullins Drive

The consultant will perform the following activities:

- Collect 12-hour turning movement counts at the intersection.
- Conduct a traffic signal warrant analysis in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).
- Evaluate the need for left-turn lanes on Old Taylor Road.
- Perform operational analysis to determine Level of Service (LOS) under current and projected traffic volumes.
- Develop preliminary traffic signal timing and phasing concepts if a signal is warranted.

Task 2 – Old Taylor Road at Whirlpool Drive

- The consultant will perform the following activities:
- Collect 12-hour turning movement counts at the intersection.
- Evaluate the operational characteristics of the existing unsignalized T-intersection.
- Assess the feasibility of turn restrictions, including prohibiting left turns into or out of Whirlpool Drive.
- Consider modifications or removal of the existing channelized right-turn lanes.
- Identify potential impacts to adjacent properties resulting from turn restrictions. This will be a proportional assignment of existing Whirlpool traffic to the four apartment complexes along Whirlpool Drive. No counts at the individual apartment complexes are included in this scope.

Traffic Study Deliverables

At the completion of the study, the consultant will provide a technical memorandum summarizing the following:

- Findings and recommendations for both intersections.
- Traffic count data and analysis documentation.
- Signal warrant analysis summary for the Chucky Mullins Drive intersection.
- Conceptual recommendations for turn restrictions or geometric modifications at Whirlpool Drive.
- Discussion of anticipated property access and circulation impacts associated with proposed changes.



Traffic Signal Design & Timing

The consultant will provide traffic signal design sheets for inclusion in the overall plan set for the intersection improvements at Old Taylor Road and Chucky Mullins Drive. While the roadway design team will prepare the broader plan set, the traffic signal design task will include:

- Developing detailed traffic signal design sheets to be incorporated into the overall plan set.
- Providing quantity takeoffs to the roadway design team for traffic signal pay items.
- Providing unit cost estimates for traffic signal pay items to the roadway design team.
- Standard traffic signal details and standard drawings.

Signal Timings will be provided but does not include installation or adjustments. The timings will be furnished to the contractor after award.

This task will be coordinated closely with the roadway design team to ensure that the traffic signal design elements are integrated smoothly into the overall project.

Plan Preparation

PRELIMINARY DESIGN PHASE

After execution of the Agreement, the Preliminary Design Phase will be initiated, and the ENGINEER shall: Consult with the OWNER to clarify and define the OWNER's requirements for the Project.

Assemble and review available data which may be pertinent to the Project.

Prepare preliminary design documents consisting of final design criteria, preliminary drawings, and outline specifications.

Based on the information contained in the preliminary design documents, prepare an opinion of probable construction costs.

Furnish one copy of above preliminary design documents to OWNER for review

Schedule progress meetings as required to effectively coordinate with the OWNER; prepare minutes of these progress meetings; and prepare a design progress report monthly for the preceding month's work which shall accompany the ENGINEER's monthly statement.

The ENGINEER's services under the Preliminary Design Phase will be considered complete no later than 30 days after the date when preliminary design documents are delivered to the OWNER plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the preliminary design documents, if such approval is to be obtained during the Preliminary Design Phase.



FINAL DESIGN PHASE

Modify preliminary design documents as necessary to reflect OWNER's comments.

Perform detailed design.

Based on approved preliminary design documents (including OWNER's comments) and detailed design, prepare final design documents to include final construction drawings, specifications, and contract documents.

Conduct plan-in-hand inspection of the project site with OWNER and representatives of governmental agencies which may have authority over the Project.

Based on information contained in the final design documents, prepare a revised opinion of probable construction costs.

Furnish one set of the above final design documents to the OWNER for review and approval.

Schedule progress meetings as required to effectively coordinate with the OWNER; prepare minutes of these progress meetings; and prepare a design progress report monthly for the preceding month's work which shall accompany the ENGINEER's monthly statement.

The ENGINEER's services under the Final Design Phase will be considered complete at the earlier of (1), the date when the final design documents have been accepted by the OWNER, or (2), 30 days after the date when the final design documents are delivered to the OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the final design documents if such approval is to be obtained during the Final Design Phase.

Fee Estimate

Project Management	\$20,000
Field Survey	\$22,000
Geotechnical Investigation	\$8,500
Traffic Study	\$20,000
Traffic Signal Design	\$35,000
Traffic Signal Timings	\$5,000
Plan Preparation	\$85,000
Landscaping Plans	\$11,000
Contract Documents/Bidding	<u>\$8,500</u>
Total	\$215,000



FW: Task Order #2 - OLD TAYLOR ROAD INTERSECTION IMPROVEMENTS & WIDENING FROM BELK BLVD. TO CHUCKY MULLINS DR.

From John Crawley <john@oxfordms.net>
Date Tue 9/30/2025 8:05 AM
To Allison Ferris <allison@oxfordms.net>

 1 attachment (337 KB)
City of Oxford Task Order 2.pdf;

From: Mark Holley <mark.holley@neel-schaffer.com>
Sent: Friday, September 26, 2025 11:39 AM
To: John Crawley <john@oxfordms.net>
Cc: David Bowman <david.bowman@neel-schaffer.com>; Keith Purvis <keith.purvis@neel-schaffer.com>; Melinda McGrath <melinda.mcgrath@neel-schaffer.com>
Subject: Task Order #2 - OLD TAYLOR ROAD INTERSECTION IMPROVEMENTS & WIDENING FROM BELK BLVD. TO CHUCKY MULLINS DR.

John,

Attached is our proposal for the design of intersection improvements and lane widening along Old Taylor Road from Belk Blvd to Chucky Mullins Intersection. Please let me know if you have any questions or concerns.

Thank you for this opportunity!



MARK HOLLEY, PE, PLS

Engineer Manager

Neel-Schaffer, Inc.

Mailing: PO Box 2100, Columbus, MS 39704

Physical: 2310 Martin Luther King Jr Dr, Columbus, MS 39705

M: 662.401.5876

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MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

From: John Crawley, City Engineer

CC: Hollis Green, COO, Rob Neely, General Manager, Oxford Utilities

Date: October 7, 2025

Re: Request Permission to Sign Task Order No. 15A for Waggoner Engineering, Improvements to and Upgrades to the Max Hipp Industrial Sewer System, Lafayette County

Engineering requests permission for the mayor to execute Task Order 15A with Waggoner Engineering, Inc. for the preliminary planning and design of upgrades to the sanitary sewer system in the Max Hipp Industrial Park.

Please see attached.

**Waggoner Engineering, Inc.
Task Order Form**

Task Order No. #15: Max D. Hipp Industrial Park Sewer Connection Project	
Total Pages: 3	
Date of Task Order: <u>October 7</u> , <u>2025</u>	
TASK ORDER TO THE GENERAL SERVICES AGREEMENT BETWEEN WAGGONER ENGINEERING, INC. AND CITY OF OXFORD, MISSISSIPPI	

This Task Order to the General Services Agreement between Waggoner Engineering, Inc. and City of Oxford, Mississippi dated November 2, 2017 and as amended on March 16, 2021, and May 20, 2025 is a part of, and is subject to all the terms and conditions of the Agreement unless specifically provided otherwise herein.

1. **Project Name:** **Max D. Hipp Industrial Park Sewer Connection Project**

2. **Project Number:** **TBD**

3. **Project Manager for Client:** **John Crawley**

4. **Project Manager for Waggoner:** **Bart Robinson**

5. **Method of Compensation:** **Hourly, Not to Exceed (NTE)**

6. **Task Order Amount:** **(NTE)-\$10,000**

7. **Scope of Work (see additional pages attached):** **Planning Services related to transporting untreated domestic and industrial sewer from the Max D. Hipp Industrial Park to the City of Oxford's primary sanitary sewer collection system.**

8. **Schedule of Performance:** **60 days**

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their duly authorized representatives effective as of the date set forth above.

CITY OF OXFORD

WAGGONER ENGINEERING, INC.

By: Robyn Tannehill

By: Tracy M. Huffman

Title: Mayor, City of Oxford, MS

Title: Sr. Vice-President

SCOPE OF SERVICES

PLANNING SERVICES

Planning services to generally evaluate and assess existing infrastructure to propose a feasible, sustainable and economical connection solution to transport untreated sanitary sewer from the Max D. Hipp Industrial Park (Lafayette County Industrial Park) to existing infrastructure. The tasks included in this task order are more particularly described as follows:

1. Evaluate in general the existing infrastructure within the Max D. Hipp Industrial Park related to sewer collection and transport.
2. Evaluate in general the existing sewer collection infrastructure within the City of Oxford's primary sewer collection system for transport and handling capacity as infrastructure to receive sewer flows from Max D. Hipp Industrial Park.
3. Analyze in general the potential environmental assessment needs related to potential project.
4. Provide and analyze in general the potential options for conveying sewer from Max D. Hipp Industrial Park to receiving infrastructure within the City of Oxford's existing sewer collection system.
5. Based on foregoing analysis and evaluation, provide a schematic layout on aerial photographs of the proposed solution and present to City Engineer and Oxford Utilities Manager for feedback and determining next steps.